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

AGENDA

March 8, 2022 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 - Special Meeting - Feb 8, 2022 9:00 AM

B.2. Board of County Commissioners - Public Workshop - Feb 8, 2022 10:00 AM

B.3. Board of County Commissioners - Regular Meeting - Feb 8, 2022 1:00 PM

Administration

Attorneys Office

Clerk

B.4. Clerk Records Disposition #1878

Approve and authorize the Chairman to execute the Clerk's Records Disposition Document #1878 for the disposal of records that have met their assigned retention periods

Community Services

Fire Services

B.5. Donation of Surplus Property Asset #53664

Approve donation of the following item from the inventory of fire rescue to The New Church without Walls of Inverness Florida Inc. and the removal of same items from the county's capital asset listing. Asset #53664 - Zoll AED Plus Defibrillator

Human Resources

Management and Budget

Planning and Development

B.6. PLT-22-01 ROLLIN W SUBDIVISION

a. Review and approve application PLT-22-01, Rollin W Subdivision.

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

Public Works

B.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. Doug Doty.

Systems Management

Visitors and Convention Bureau

Water Resources

B.8. Release of Lien

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

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

B.9. Connection Fee Installment Lien Agreement

Approve and authorize the Chairman to execute Connection Charge Installment Lien Agreement by and between the Citrus County Municipal Service Benefit Unit for Water and/or Wastewater Utility Services and Denise L Gainer.

B.10. Release of Lien - Utility Write Off's

Approve and authorize the Chairman to execute Satisfaction of Lien filed by and on behalf of the Citrus County Municipal Service Benefit Unit for Water and Wastewater Utility Services against property owned Alvin Sattler and Terry Lincoln.

B.11. Release of Lien - Connection Fee Lien Agreement

Approve and authorize the Chairman to execute the Release of Liens for the following Connection Charge Installment Lien Agreements: Gay Ann Oakley

Set Public Hearings Workshops

C. PROCLAMATIONS

C.1. Recognition of Mr. Kennedy Smith's Service on the Aviation Advisory Board

Present an honorary award to Mr. Kennedy Smith for his service on the Aviation Advisory Board.

C.2. 2022 March for Meals Proclamation

a. Approve and authorize the Board to execute a proclamation declaring the Month of March 2022, as "March for Meals Month" in Citrus County, Florida.

b. Presentation by the officers of the Friends of the Community Centers, Inc. of the annual donation of proceeds from “The Circle of Friends Gift Shop” to the Meals on Wheels Program for March For Meals Month.

C.3. Proclamation - EPA Fix a Leak Week

Approve and authorize the Board to execute a proclamation declaring the week of March 14-20, 2022 as “Fix a Leak Week” in Citrus County, Florida.

C.4. Proclamation Irish American Heritage Month

Approve and authorize the Board to proclaim the month of March as Irish American Heritage Month

C.5. AmeriCorps Week

Approve and authorize the Board to execute a Proclamation declaring March 13 through March 19, 2022, as “AmeriCorps Week” in Citrus County, Florida.

D. OPEN TO THE PUBLIC

E. REGULAR BUSINESS

E.1. Bids

a. RFQ 21-095 Continuing Contract for Professional Engineering Services

Approve and authorize the Chairman to execute Master Agreement between Citrus County, Florida and AECOM Technical Services, Inc., to provide professional engineering services on an as needed basis utilized by all County departments.

b. RFQ 21-096 Continuing Contract for Professional Services for the Water, Wastewater & Reclaimed Water Utilities Systems

Approve and Authorize the Chairman to execute the Agreements between Citrus County, Florida and Mead and Hunt, Inc., between Citrus County, Florida and Wright-Pierce, Inc. and between Citrus County, Florida and Ardurra Group, Inc.. to provide continuing professional engineering services for water, wastewater and reclaimed water utility systems on an as needed basis.

c. RFQ 19-023 Amendment No. 1; Medical Director Services for Fire Rescue; W4P, LLC dba Hernando County Emergency Physicians

Approve and Authorize the Chairman to execute the Amendment No. 1 to Agreement between Citrus County, Florida and W4P, LLC dba Hernando County Emergency Physicians to provide Medical Director Services for the Citrus County Fire Rescue through March 25, 2025.

d. ITB 18-057 Amendment No. 3; Processing Yard Waste at Landfill; Consolidated Resource Recovery, Inc.

Approve and Authorize the Chairman to execute Amendment No. 3 to the Agreement between Citrus County, Florida and Consolidated Resource Recovery, Inc. to amend the Agreement to modify the unit rates for the screening of yard waste.

e. SGS 22-017 Visitor Guide; Akers Media Group, LLC

Approve and Authorize the Chairman to execute the Agreement between Citrus County, Florida and Akers Media Group, Inc. for the production of the Visit Citrus Magazine.

E.2. Budget Transfers

Approve budget transfers for Fire, Housing Services (2), Gas Tax, Parks and Recreation and Visitors & Convention Bureau for fiscal

year 2021-22.

E.3. Budget Resolution

Adopt and authorize the Chairman to execute a resolution amending/ adopting Parks and Recreation CIP, Landfill Vehicle Trust budgets and Old Homosassa Phase V Septic to Sewer grant budget for fiscal year 2021-22.

E.4. Citrus County Board & Committee Liaison Appointments

Appoint Commissioner Carnahan as the Alternate Member of the Canvassing Board in lieu of Commissioner Kinnard.

E.5. Administrative Regulations - Purchasing Policy AR 9.01-19

Approve and adopt the following updated Administrative Regulation: AR 9.01-19 Purchasing Policy

E.6. 2019 South Garcia Point Sewer Project Assessment Area as it pertains to Altkey 3521041.

a. Authorize and approve the Chairman to execute a resolution reducing the assessment amount for AK 3521041, 5558 S. Garcia Rd., Homosassa, within the 2019 South Garcia Point Sewer Project Assessment Area.

b. Approve and authorize Chairman to execute the attached Release of Lien reducing the assessment amount for AK 3521041, 5558 S. Garcia Rd., Homosassa, within the 2019 South Garcia Point Sewer Project Assessment Area.

c. Authorize the Clerk of the Board to record the documents in the Public Records of Citrus County, Florida.

E.7. Agreement to Provide Additional Insured Status

Approve and Authorize the Chairman to execute the Agreement to Provide Additional Insured Status between OneBlood, Inc., and Citrus County, Florida to provide an additional insured endorsement to their insurance policy as a County requirement when conducting business on County property.

E.8. AssetWorks - Appraisals on County Properties and Buildings

Approve and Authorize the Chairman to execute the Professional Services Agreement between AssetWorks Risk Management, Inc., and Citrus County, Florida, to appraise County Properties and Buildings, in the amount of $33,660.

E.9. RESTORE Act - GrantSolutions Grantee User Account Request Form

a. Approve and authorize the Chairman to sign the Grantee User Account Request Forms as the Authorizing Official.

b. Approve submission of Grantee User Account Request Forms.

E.10. Retired Senior Volunteer Program Administrative Grant Application 2022-2025

a. Adopt and authorize the Chairman to execute a Resolution authorizing an application for funding to AmeriCorps for the Retired Senior Volunteer Program grant 2022-2025.

b. Approve and authorize the Chairman to execute the "Designation of Signature Authority". The 1st year funding for this grant is anticipated to be $90,855. The required match is $38,938 (cash match $32,560 is budgeted in FY22, In-kind contribution of $6,378).

E.11. Florida Department of Transportation State Block Grant

Adopt and authorize the Chairman to execute a Resolution authorizing the execution of a resulting contract and any amendments and other necessary documents, after review by the County Attorney, for the acceptance of the State of Florida Department of Transportation Block Grant funding of $314,604 and the required County match of $314,604 which will be used to cover the local match requirement for the Federal Transportation Administration Sections 5307 and 5339 and Florida Department of Transportation Section 5311 funding.

E.12. Florida Department of Transportation Section 5311 Rural Area Funding

Adopt and authorize the Chairman to execute a Resolution authorizing the execution of a resulting contract and any amendments and other necessary documents, after review by the County Attorney, for the acceptance of the State of Florida Department of Transportation Section 5311 funding of $247,102 and the required county match of $247,102 which may be covered with the FDOT State Block Grant funding.

E.13. FTA Fiscal Year 2022 Certifications & Assurances

a. Agree to the Federal Transit Administration Fiscal Year 2022 Certifications and Assurances, and bind Citrus County's compliance with same.

b. Authorize the Chairman to sign the Affirmation of Applicant and Designation of signature authority.

c. Authorize the County Attorney to sign the Affirmation of Applicant's Attorney, Designation of signature authority, and PIN the Federal Transit Administration Fiscal Year 2022 Certifications and Assurances in the Federal TrAMS System.

E.14. The New Church Without Walls International, Inc. Lease Agreement – Gospel Island Fire Station

a. Discussion and consideration of a request from The New Church Without Walls International, Inc., a Florida Not for Profit Corporation, to lease of Gospel Island Fire Station with the exception of Bay #2, for the purpose of storing and distributing food for those in need.

b. Adopt and authorize the Chairman to execute a Resolution of the Board acknowledging the request from The New Church Without Walls International, Inc. to lease property owned by the County.

c. Approve and authorize the Chairman to execute the Lease Agreement for a period of one (1) calendar year beginning April 9, 2022, through April 8, 2023.

E.15. FY 2022 Residential Resurfacing Program

Discuss options and provide direction on requested 60 day contract extension.

E.16. Defensive Driving Training

a. Approve and authorize the Chairman to execute a Facilities Use Agreement between the School District of Citrus County and Citrus County, Florida for use of their driving facility located at the Lecanto High School Driving Range, at no charge to the County.

b. Approve and authorize the Chairman to execute a Defensive Driving Contract between Intercept Close Quarter Combat, Inc. and Citrus County, Florida for Defensive Driver Training which will begin on Monday, March 14, 2022 and conclude May 19, 2022, to train 400+ employees in the total amount of $19,200.

E.17. FY 2021 Edward Byrne Memorial Justice Assistance Grant JAG D Local Solicitation

Approve and authorize the Chairman to execute the grant Certification and Assurances for funding assistance through the U.S. Department Office of Justice Programs, Bureau of Justice Assistance, FY 2021 Edward Byrne Memorial Justice Assistance Grant (JAG D) Local Solicitation in the amount of $30,198.

E.18. Funds Bequeathed to Citrus County Animal Services and the Citrus County Animal Shelter

Authorize the Chairman to execute a resolution authorizing the County Administrator to execute and submit Prudential Insurance Company Annuity Beneficiary Claim Form on behalf of Citrus County, Florida to receive funds bequeathed to Citrus County Animal Services and the Citrus County Animal Shelter.

E.19. Approve Classifcation and Compensation Study

Approve and authorize staff to issue an RFP/RFQ for a Wage and Compensation Study for the county exclusive of all non-public safety and EMS positions with the Budget Amendment to be considered when the contract award is made.

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 for Communications firm to Assist County	Veronica Kampschroer/ Commissioner Davis			
3.	12/8/2020 RETREAT	Ft Island Trail Multi-Purpose Path update	Larry Brock/ Jim Sterling & Brian Kauffman	3/15/2022		Received one bid. Bidder proposes to pave 835 feet of trail for $1M. Recommend Board wait to determine if we receive approximately $10M from state and if so, restructure the approach.
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.	8/24/2021	Update on Homosassa River Noise & Safety Issue	Denise Lyn	Ongoing		
6.	10/26/2021	Establish Process and criteria for Renting to Non-profits	Colleen Scott/ Randy Oliver	3/22/2022		
7.	11/10/2021	Draft criteria on waterfront setbacks & Storm Water Management	Mike Sherman/ Brian Kauffman	BOCC Consideration April 2022		Scheduled to go to the PDC 3/17/2022
8.	1/18/2022	Authorization to advertise ordinance modifications for Ramp Fees	Mariselle Rodriguez	2/22/2022	COMPLETED	

9.	2/8/2022	Agenda Item on budget parameters for Constitutional Officers	Randy Oliver/ Colleen Scott	2/22/2022	COMPLETED	
10.	2/8/2022	Schedule Workshop on Northern Connector	Randy Oliver/ Denise Gallagher	2/22/2022	COMPLETED	
11.	2/22/2022	Schedule Workshop Special Library Meeting for Library Advisory Board.	Randy Oliver/ Denise Gallagher	2/22/2022	COMPLETED	
12.	2/22/2022	Issue RFP for Administrator Search	June Randall	3/8/2022		
13.	2/22/2022	Agenda Item to place Commissioner Carnahan on Canvassing Board.	Denise Gallagher	3/8/2022		
14.	2/22/2022	Monthly Updates on Core Civic Staffing	Erin Dohren	3/22/2022		

G. COUNTY ADMINISTRATOR - CHARLES R. OLIVER

H. PRESENTATIONS/PUBLIC HEARINGS

H.1. 1:30 p.m. Presentation by Premium Parking, LLC

Presentation by Premium Parking, LLC; collection of boat launch fee process and statistics.

H.2. 1:35pm Conduct A Public Hearing

a. Conduct a Public Hearing on an ordinance of Citrus County, Florida amending Section 106-47, Article III, Chapter 106, titled "Definitions"; to amend Section 106-48, Article III, Chapter 106, titled "Imposition of Launch Fees"; providing for severability; providing for inclusion into the code; providing for modification that may arise from consideration at public hearing; and providing for an effective date.

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

H.3. 1:40 pm Time Certain: Discussion of the Role of the BOCC and the Administrator and Consider Separation Agreement with County Administrator

It is important that all parties know and understand their roles in any organization. Only, with that understanding will an organization function at optimum efficiency. Consider Separation Agreement with the County Administrator.

H.4. 1:45 PM Public Hearing for FTA American Rescue Plan Act Section 5307 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 $250,554 in Section 5307 ARPA 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 $250,554 in grant funding for the Citrus County Transit System through the Federal Transit Administration Section 5307 ARPA grant and any amendments thereto, after review by the County Attorney.

H.5. 1:50 Public Hearing - Manatee Protection Zones Ordinance

a. Conduct a public hearing on an ordinance of Citrus County, Florida, relating to boating regulatory zones for the protection of manatees; amending Chapter 64, Article I, Section 64-7 entitled "Manatee Protection Zones"; providing for severability; providing for modifications that may arise from consideration at public hearing; providing for scrivener's errors; providing for codification' and providing for an effective date.

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

H.6. 2:00 PM BOCC Facilities Project Management Audit

Upon Board acceptance, Facilities Project Management Report will be available on the Clerk of the Circuit Court and Comptroller website, under the Internal Audit web page.

I. ADVISORY BOARD ANNOUNCEMENTS, NOMINATIONS & APPOINTMENTS

I.1. Nominate & Appoint Water & Wastewater Authority Board

Nominate and appoint two (2) individuals to the Water and Wastewater Authority Board as Technical members for a four (4) year term that begins February 1, 2022 and ends January 31, 2026.

J. COMMITTEE REPORTS FROM COMMISSIONERS

K. COMMISSIONER SCOTT CARNAHAN - DISTRICT 4

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

L.1. Request FDOT/MPO Study the Need for a Signal at the Corner of Gospel Island Rd. and SR 44

Direct staff to send a letter to FDOT/MPO to study the need for a

signal at this location and if warranted proceed to obtain funding through FDOT for installation of same.

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

M.1. Discuss Employee Survey and Provide Direction as Appropriate

Provide Direction

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

N.1. Direct Administrator to Apply for an FAA Grant for the Inverness Airport

Provide Direction on Seeking Grant

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

P. COUNTY ATTORNEY DENISE A. DYMOND LYN

P.1. Stavros Family Revocable Trust

Informational only.

Q. OPEN TO THE PUBLIC

R. UPCOMING MEETINGS

1. Regular Meeting**, March 22, 2022 at 1:00 PM**, Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450

2. Regular Meeting: **April 12, 2022 at 1:00 PM**, Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450

3. Regular Meeting: **April 26,** 2022 at 1:00 PM, Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450

S. UPCOMING WORKSHOPS AND SPECIAL MEETINGS

1. *Workshop*: Infrastructure & Growth **Tuesday March 22, 2022, at 8:30AM**, Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450

2. *Workshop*: Communications **Tuesday April 12, 2022, at 9:00AM**, Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450

3. *Workshop*: Residential Road Resurfacing **Tuesday April 26, 2022, at 9:00AM**, Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450

4. *Workshop:* Airports & Infrastructure **Tuesday May 10, 2022, at 9:00AM**, Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450

5. *Workshop*: Debt Reduction to Capitol **Tuesday May 24, 2022, at 8:30AM**, **& Tuesday May 24, 2022, at 9:00AM, Northern Connector** Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450
6. *Workshop*: Long-Term Landfill Planning **Tuesday June 14, 2022, at 9:00AM**, Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450
7. *Workshop*: Resiliency **Monday June 27, 2022, at 9:00AM**, Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450
8. *Workshop*: Use of Boat Launch Funds **Tuesday July 12, 2022, at 9:00AM**, Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450
9. *Workshop*: Succession Planning **Tuesday July 26, 2022, at 9:00AM,** Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450

T. 5:01 P.M. PUBLIC HEARINGS

T.1. 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC

a. Conduct a public hearing on March 8, 2022, at 5:01 pm to review and discuss CPA/AA/PUD-22-01, Clark Stillwell for Crystal Ridge Property Group, LLC

b. If approved, adopt and authorize staff to transmit the application to the Department of Economic Opportunity (DEO) and other State agencies.

T.2. 5:05pm CPA/AA-21-13 Charles S. Dixon, AICP for School Board of Citrus County, FL

a. Conduct a public hearing on March 8, 2022, at 5:05 pm to review and discuss CPA/AA 21-13, Charles S. Dixon, AICP for School Board of Citrus County, FL

b. If approved, adopt and authorize the Chairman to execute the ordinances for CPA/AA 21-13, Charles S. Dixon, AICP for School Board of Citrus County, FL and direct the Clerk to execute the ordinances.

U. ADJOURN

CITRUS COUNTY

BOARD OF COUNTY COMMISSIONERS

MINUTES • FEBRUARY 8, 2022

Special Meeting | **Citrus County Courthouse** | **9:00 AM**

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

A. CALL TO ORDER

February 08, 2022 Citrus County Courthouse
The meeting was called to order at 9:00 AM

1. Invocation

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

2. Pledge of Allegiance

3. Roll Call

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

Minutes Acceptance: Minutes of Feb 8, 2022 9:00 AM (Minutes)

B. SPECIAL MEETING-CITRUS COUNTY, FLORIDA AND TEAMSTERS LOCAL 79

B.1. Special Meeting: Consideration of rejection of recommendations of Special Master, Amy Sergent, and settlement of impasse issues in dispute between Citrus County, Florida and Teamsters Local 79

Consideration of rejection of recommendations of Special Master, Amy Sergent, and settlement of impasse issues in dispute between Citrus County, Florida and Teamsters Local 79

Chairman Ronald E. Kitchen, Jr. explained the process and County Attorney Denise A. Dymond Lyn commented.

The following parties provided a presentation and responded to questions from the Board: County Administrator Charles R. Oliver; and Sharon Ayala and John Sholtes, Business Agents representing Teamsters Union Local 79.

Board discussion ensued with Ms. Lyn regarding public comments.

Commissioners responded to comments from the presentations.

Motion to approve consideration of rejection of recommendation of the Special Master, Amy Sergent, and settlement of impasse issues in dispute between Citrus County, Florida and Teamsters Local 79.

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

C. OPEN TO THE PUBLIC

No item.

D. UPCOMING MEETINGS

Workshop: Economic Development **February 8, 2022, at 10:00 AM**, Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450

E. ADJOURN

The meeting was adjourned at 9:25 AM

Minutes Acceptance: Minutes of Feb 8, 2022 9:00 AM (Minutes)

CITRUS COUNTY

BOARD OF COUNTY COMMISSIONERS

MINUTES ● FEBRUARY 8, 2022

Public Workshop | **Citrus County Courthouse** | **10:00 AM**

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

A. CALL TO ORDER

February 08, 2022 Citrus County Courthouse
The meeting was called to order at 10:00 AM

1. Invocation

2. Pledge of Allegiance

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3. Roll Call

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

Minutes Acceptance: Minutes of Feb 8, 2022 10:00 AM (Minutes)

B. WORKSHOP: ECONOMIC DEVELOPMENT

B.1. Workshop: Discussion regarding the County's approach to Economic Development

Discussion regarding the County's approach to Economic Development

Chairman Ronald E. Kitchen, Jr. provided the recommendations, followed by Board discussion with County Administrator Charles R. Oliver and County Attorney Denise A. Dymond Lyn.

Consensus of the Board was to give direction to staff regarding Economic Development recommendations to bring back to a future meeting.

Board discussion ensued.

C. OPEN TO THE PUBLIC

Citizen Dixie Hollins addressed the Board.

Commissioners responded to comments from Mr. Hollins.

Board discussion ensued with County Administrator Charles R. Oliver.

Mr. Oliver summarized the direction given to staff and results will be brought back at the March 8, 2022 meeting, followed by Board discussion.

D. UPCOMING MEETINGS

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

E. UPCOMING WORKSHOPS AND SPECIAL MEETINGS

1. Workshop: Impact Fees Tuesday **February 22, 2022, at 9:00AM**, Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450
2. Workshop: Attainable Housing Tuesday **March 8, 2022, at 9:00AM**, Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450
3. Workshop: Infrastructure & Growth Tuesday **March 22, 2022, at 9:00AM**, Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450
4. Workshop: Communications Tuesday **April 12, 2022, at 9:00AM**, Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450
5. Workshop: Residential Road Resurfacing Tuesday **April 26, 2022, at 9:00AM**, Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450
6. Workshop: Airports & Infrastructure Tuesday **May 10, 2022, at 9:00AM**, Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450

Minutes Acceptance: Minutes of Feb 8, 2022 10:00 AM (Minutes)

F. ADJOURN

The meeting was adjourned at 10:56 AM

Minutes Acceptance: Minutes of Feb 8, 2022 10:00 AM (Minutes)

CITRUS COUNTY

BOARD OF COUNTY COMMISSIONERS

MINUTES ● FEBRUARY 8, 2022

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

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

A. CALL TO ORDER

February 08, 2022 Citrus County Courthouse
The meeting was called to order at 1:00 PM
Chairman Ronald Kitchen, Jr. introduced Pastor Doug Alexander from the New Church Without Walls that will provide the Invocation and Chief Master Sargent Philip Watson who served in the U.S. Air Force that will lead the Pledge of Allegiance.

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

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

Minutes Acceptance: Minutes of Feb 8, 2022 1:00 PM (Minutes)

4. Approval of Agenda

Chairman Ronald E. Kitchen, Jr. requested the addition of item E18.

. Motion to approve the Agenda with the addition of item E18.

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

B. CONSENT

Motion to approve items B1 through 11.

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

Minutes

B.1. Board of County Commissioners - Regular Meeting - Jan 4, 2022 1:00 PM

B.2. Board of County Commissioners - BOCC Goal Setting Retreat - Jan 5, 2022 9:00 AM

B.3. Board of County Commissioners - Regular Meeting - Jan 18, 2022 1:00 PM

Administration

B.4. Approve Meal Purchase

Approve the additional expenditure for Clerk staff meals.

Attorneys Office

No items.

Clerk

B.5. County Warrants

Accept the attached check registers outlining the County warrants.

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Community Services

B.6. 2022 Strawberry Festival

Approve and authorize the Chairman to execute the Floral Park Use Agreement between Citrus County, Florida, a political subdivision of the State of Florida, and the Citrus County Chamber of Commerce for the utilization of Floral Park for the annual Strawberry Festival to be held on March 5 & 6, 2022.

Fire Services

No items.

Human Resources

No items.

Management and Budget

No items.

Planning and Development

No items.

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. Sorrentino (Beech Transportation & Rentals).

B.8. Release of Lien

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

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

B.9. Waste Disposal Account Agreement for Bentley Waste Service DBA Hook Company

Approve and authorize the Chairman to execute a Waste Disposal Account Agreement between Citrus County and Bentley Waste Service DBA Hook Company establishing a monthly charge agreement at the Citrus County Central Landfill in the amount of $1,000.00.

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Systems Management

No items.

Visitors and Convention Bureau

No items.

Water Resources

No items.

Set Public Hearings Workshops

B.10. Set a Public Hearing for DEP's Land & Recreation Grant

Approve and authorize the setting of a public hearing for February 22nd at 2:05pm to obtain public input regarding the DEP Recreational Trails Program.

B.11. Conveyance of Escheated Properties to the City of Inverness, FL

Set a public hearing on February 22, 2022, at 2:00 pm to consider the conveyance of five (5) escheated properties to the City of Inverness, Florida.

C. PROCLAMATIONS

No items.

D. OPEN TO THE PUBLIC

The following individuals addressed the Board on various issues: Dr. Paul Reinhardt, Candidate for State House District Number 34; Doug Alexander; Nathan Sharp; Dale Pray; John Woods; Deborah Spence; Sabrina Watson; April McLaughlin; Janet Barek, for Citrus Springs Civic Association; JoAnn Messina; Betty Honkonen; Nancy Pierson, running for State House Number 34; Marianne Wetherington; Janet Genova; Vickie Robinson; Ellen Stavis, with Friend of the Library; Mary Kay Pavilionis; Dave Vincent; John Labriola; Gill Phelan; Sandy Price, President of Friends of the Citrus County Library System (FOCCLS); Terry Morriston; and Diane Campbell.

Commissioners responded to comments from the public, followed by Board discussion with County Administrator Charles R. Oliver regarding public records request.

E. REGULAR BUSINESS

1. Bids

Motion to approve items E1a through i in its entirety.

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

a. ITB 19-014 Amendment No 1; Tree Removal, Trimming & Stump Grinding Contract Services ;Paff Tree Service, LLC

Approve and Authorize the Chairman to execute Amendment No. 1 to the Agreement between Citrus County, Florida and Paff Tree Service, LLC to provide tree removal, trimming and stump grinding contract services through March 25, 2025.

b. ITB 21-001 Amendment No. 1; Small County Outreach Program (SCOP) for County Road 491 from W. Grover Cleveland Blvd. to W. Ocala Street; Ranger Construction Industries, Inc.

Approve and Authorize the Chairman to execute the Amendment No. 1 to the Agreement between Citrus County, Florida and Ranger Construction Industries, Inc. to extend the term of the Agreement to June 30, 2022.

c. ITB 018-17 Amendment No. 4; Suncoast Parkway II Watermain Extension Project; Royal American Construction Company, Inc.

Approve and Authorize the Chairman to execute the Amendment No. 4 to the Agreement between Citrus County, Florida and Royal American Construction Company, Inc., to extend the Agreement to allow for the Contractor to achieve final completion by February 15, 2022.

d. ITB 21-063 Amendment No. 1; Sea Otter Path Sewer Addition; Constantine Constructors, LLC

Approve and Authorize the Chairman to execute the Amendment No. 1 to the Agreement between Citrus County, Florida and Constantine Constructors, Inc. to extend the final completion to April 4, 2022.

e. RFQ 21-003 Amendment No. 1; Elder Affairs and Older Americans In-Home Health Services; Errand Rides, LLC

Approve and Authorize the Chairman to execute Amendment No. 1 to the Agreement between Citrus County, Florida and Errand Rides LLC to add Homemaker and Personal Care Services to their list of program services and modify the fee schedule to include the fees for these services.

f. RFQ 21-096 Continuing Contract for Professional Services for the Water, Wastewater & Reclaimed Water Utilities Systems

Approve and Authorize the Chairman to execute the Agreement between Citrus County, Florida and Halff Associates, Inc. to provide continuing professional engineering services for water, wastewater and reclaimed water utility systems on an as needed basis.

g. RFQ 21-095 Continuing Contract for Professional Engineering Services

Approve and authorize the Chairman to execute Master Agreements between Citrus County, Florida and Professional Services Industries, Inc. to provide professional

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engineering services on an as needed basis utilized by all County departments.

h. RFP 21-120; Emergency Debris Removal Monitoring Services; Landfall Strategies, LLC; Thompson Consulting Services, LLC; Tetra Tech, Inc.; Rostan Solutions, LLC

Approve and Authorize the Chairman to execute the Agreement between Citrus County, Florida and Landfall Strategies, LLC., between Citrus County, Florida and Thompson Consulting Services, LLC, between Citrus County, Florida and Tetra Tech, Inc. and between Citrus County, Florida and Rostan Solutions, LLC to provide Emergency Debris Removal Monitoring Services on an as need basis.

i. LOI 21-041 Amendment No 1; Building Division Licensing Compliance Special Master Services; R.Colt Kirkland

Approve and Authorize the Chairman to execute Amendment No. 1 to Agreement between Citrus County, Florida, and R. Colt Kirkland to provide services to the County as the Building Division Licensing Compliance Special Master through February 22, 2023.

E.2. Budget Transfers

Approve budget transfers for Supervisor of Elections, Utilities, Housing Services (4), Solid Waste, American Rescue Plan, Homeland Security Program and Emergency Medical Services for fiscal year 2021-22.

Motion to approve item E2.

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

E.3. Budget Resolution

Adopt and authorize the Chairman to execute a resolution amending/ adopting the Septic Upgrade Incentive Program, State Housing Initiative Partnership and Duke Energy Foundation grant budgets for fiscal year 2021-22.

Motion to approve item E3.

Resolution Number 2022-008

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

E.4. Revision of AR: 8.07-8 - County Vehicle Policy

Accept and Authorize the revisions to AR: 8.07-8 - County Vehicle Policy.

Motion to approve item E4.

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

E.5. W. Grover Cleveland to Peach Orchard Interconnect Project ITB #21-007

Approve the Contingency in the amount of $28,555.24 for ITB #21-007.

Motion to approve item E5.

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

E.6. Waste Disposal Account for Sheffield Structures, Inc.

Approve and authorize the Chairman to execute a Waste Disposal Account Agreement between Citrus County and Sheffield Structures, Inc., establishing a monthly charge agreement at the Citrus County Central Landfill for disposal fees up to $500.00.

Motion to approve item E6.

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

E.7. Forest View & Stonebrook MHP Wastewater System Modifications Project Release of Retainage

Accept the completed Forest View & Stonebrook MHP Project and approve the release of retainage in the amount of $126,282.57 to Constantine Constructors, LLC.

Motion to approve item E7.

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

E.8. Workforce Expansion Incentive Amendment

An amendment to an existing program created from CARES funds is being proposed that allows more flexibility for capital-intense and high wage-creating projects. Approval of the amendment would allow use of existing funds to support such high impact projects.

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Second, request approval to cover travel costs up to $1,000 per attendee for site selectors attending the Juiced For Citrus event. Numerous communities who conduct similar events cover related expenses, and this will ensure competitiveness with project attraction. The reimbursement can come out of a recent grant for marketing and promotion purposes.

At the request of Second Vice Chair Holly Davis, County Administrator Charles R. Oliver provided clarification on the backup that stated up to $2,000 and it should be up to $4,000 in the abstract section on page 521.

Motion to approve item E8, with the notation that it's supposed to be up to $4,000.

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

E.9. Library Services and Technology Act Grant

Approve and authorize the Chairman to execute the Library Services and Technology Act Grant Agreement between the State of Florida, Department of State and Citrus County, Florida for grant number 21-LSTA-B-01 in the amount of $9,455. No matching funds required.

Motion to approve item E9.

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

E.10. Citrus County Transit 2022 Title VI Plan

Approve and authorize the chairman to adopt the Citrus County Transit 2022 Title VI Plan and execute the resolution included therein as Title VI Appendix D.

Motion to approve item E10.

Resolution Number 2022-009

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

E.11. Lease Termination Letter to Beverly Hills Volunteer Fire Company, Inc.

Approve and authorize the Chairman to sign the Lease Termination Letter for Beverly Hills Volunteer Fire Company, Inc.

Motion to approve item E11.

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RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Holly L. Davis, 2nd Vice Chair, District 5
SECONDER:	Scott Carnahan, Commissioner, District 4
AYES:	Kitchen Jr., Davis, Kinnard D.C., Carnahan
ABSENT:	Schlabach

E.12. SHIP Local Housing Assistance Plan 2022-2025

a. Adopt and authorize the Chairman to execute a resolution adopting the Citrus County 2022-2025 SHIP Local Housing Assistance Plan.

b. Approve and authorize the Chairman to execute the Certification to the Florida Housing Finance Corporation.

Motion to approve item E12a and b.

Resolution Number 2022-010

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

E.13. LifeStream Behavioral Center Inc. Lease Agreement

Approve and authorize the Chairman to execute the Lease Agreement between Citrus County, Florida, a political subdivision of the State of Florida and LifeStream Behavioral Center Inc. for the use of space in the Meadowcrest Building at the rate of $4,951.43 per month. This Lease Agreement begins on January 1, 2022 and continues on month-to-month basis.

Chairman Ronald E. Kitchen, Jr. announced that item E13 was modified so there is an a, b, and c.

Motion to approve item E13a, b, and c.

Resolution Number 2022-011

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

E.14. Notice Regarding Property from List of Land Available for Taxes.

a. Approve and Authorize the Chairman to execute notices regarding Leisure Acres Unit 4A Lot 3 Unrec. of Lot 119 - AK 2328738 - 4691 W Finch Ct., Lecanto; and Unit 6 of Homosassa PB 1 Pg 48 Lots 15 & 16 Blk - AK 3507061 - 7879 W. Fern Pl., Homosassa.

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b. Authorize Staff to forward the document to the Citrus County, Florida, Clerk of the Circuit Court.

Motion to approve item E14a and b.

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

E.15. Removal of Landscaping SR700/US98 & Terminate Agmts w/FDOT and SMW Oak Village

a. Request the Board to direct staff to work with the Dept of Transportation to restore the SR700/US98 landscape median areas to the condition which existed prior to contemplation of the landscape improvements. The DOT will be responsible for removing the landscape materials and the County will be responsible for regrading the median areas and reinstalling Bahia sod. Pursuant to the SMW-HOA-County Agreement, Exhibit A, Paragraph 5, Scope of Services; the County may seek reimbursement of the restoration cost from the HOA.

b. Terminate the attached County agreements with the Department of Transportation and with the Sugarmill Woods Oak Village Association, Inc., upon completion of the restoration work.

c. Approve related budget transfer.

d. Provide direction on seeking reimbursement from the HOA.

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

Motion to approve item E15a, b, c, and d.

Board discussion continued with Ms. Lyn.

Motion was amended to add: Provide direction to staff to go after Oak Village Association, Inc. of Sugarmill Woods at all costs to make them pay back the $36,000 and if it gets into litigation, then it goes into litigation.

The following citizens addressed the Board: Janet Barek, President of Citrus Springs Civic Association; and Glenn Gilbert.

Commissioners, Mr. Oliver, and Ms. Lyn responded to comments from the public.

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

E.16. ADA Accessible Beach Mat

a. Discuss and approve the plan to increase ADA accessibility at Fort Island Gulf Beach for an estimated cost of $13,653.51.

b. Identify funding source if approved.

Board discussion ensued.

Motion to approve item E16a and b, taken from the General Contingency Fund.

Citizens Mark Maksimowicz and Bruce Titus commented.

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

E.17. Accept Offer to Purchase Surplus Property - 6773 W. Norvell Bryant Hwy, Crystal River

a. Approve the Agreement for Sale and Purchase of Property with Northgate Note, LLC, a Florida Limited Liability Company, for remnant parcel 102/104, AK 3511531, 6773 W. Norvell Bryant Hwy., Crystal River, Florida and authorize the Chairman to execute.

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

c. Approve and Authorize Chairman to execute all other subsequent documents related to the closing and conveyance of remnant parcel 102/104, AK 3511531, 6773 W. Norvell Bryant Hwy, Crystal River, Florida.

d. Authorize the Clerk to place the acceptance stamp on subsequent documents upon receipt and record all documents in the Public Records of Citrus County, Florida.

Motion to approve item E17a, b, c, and d.

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

E.18. ARP OAA 2022-2024 Contract and Resolution *- Item received after the agenda was published.*

a) Adopt and authorize the chairman to execute a resolution authorizing funding of the American Rescue Plan Older American's Act programs for the period effective January 1, 2022 through September 30, 2024.

b) Approve and authorize the chairman to sign all appropriate signature pages of the contract. No cash match is required.

Motion to approve item E18a and b.

Resolution Number 2022-012

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

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 for Communications firm to Assist County	Veronica Kampschroer/ Commissioner Davis			
3.	12/8/2020 RETREAT	Ft Island Trail Multi-Purpose Path update	Randall Olney	3/15/2022		Responses due 2/17/2022
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	COMPLETE	Submitted 1/31/2022
6.	8/24/2021	Update on Homosassa River Noise & Safety Issue	Denise Lyn	Ongoing		
7.	10/26/2021	Establish Process and	Colleen Scott/	1/31/2022		

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		criteria for Renting to Non-profits	Randy Oliver			
8.	11/10/2021	Draft criteria on waterfront setbacks & Storm Water Management	Mike Sherman/ Brian Kauffman	BOCC Consideration April 2022		Scheduled to go to the PDC 3/17/2022
9.	12/14/2021	Access to Fort Island Beach	Mariselle Rodriquez/ Francine Nobles	2/8/2022		On this Agenda
10.	1/5/2022	Set Workshops discussed in Retreat	Randy Oliver	1/18/2022	COMPLETED	On this Agenda
11.	1/18/2022	Authorization to advertise ordinance modifications for Ramp Fees	Mariselle Rodriguez	2/22/2022		

County Administrator Charles R. Oliver requested the deletion of items 5 and 10.

. **Motion to approve item F with the deletion of items 5 and 10.**

Prior to the vote: County Administrator Charles R. Oliver commented; and at the request of Second Vice Chair Holly Davis, County Administrator Charles R. Oliver and County Attorney Denise A. Dymond Lyn provided clarification regarding Citrus County Building Association (CCBA).

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Scott Carnahan, Commissioner, District 4
SECONDER:	Holly L. Davis, 2nd Vice Chair, District 5
AYES:	Kitchen Jr., Davis, Kinnard D.C., Carnahan
ABSENT:	Schlabach

G. COUNTY ADMINISTRATOR - CHARLES R. OLIVER

G.1. Establish Additional Workshop Dates

Approve workshop dates as outlined.

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

Motion to approve item G1 with the addendum that we are going to scratch the Impact Fees public workshop on February 22, 2022.

At the request of Commissioner Jeff Kinnard, D.C., Mr. Olvier provided clarification on the website page regarding boat launch fees

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

G.2. Budget Hearings

Set the dates and times for the FY 2022/2023 Budget Presentation March 22, 2022, and Budget Hearings: Library Special District Preliminary Budget Hearing on Wednesday, July 27, 2022 at 8:30 a.m., Fire Protection Special District Preliminary Budget Hearing on Wednesday, July

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27, 2022 at 8:45 a.m., Board of County Commissioners Preliminary Budget Hearing on Wednesday, July 27, 2022 at 9:00 a.m., Tentative Budget Hearing on Thursday, September 8, 2022 at 5:01 p.m., and the Final Budget Hearing on Tuesday, September 27, 2022 at 5:01 p.m. at the Citrus County Courthouse, 110 North Apopka Avenue, Room 100, Inverness.

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

Consensus of the Board was given to staff to bring up the meeting earlier regarding providing budget directions to the constitutionals.

Motion to approve item G2.

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

G.3. Strategic Plan Agreement

a. Approve staff to pursue a formal agreement between FSU's FIOG and Citrus County.

b. Accept the Proposal to Facilitate a Strategic Planning Process.

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

Motion to approve item G3a and b.

Board discussion ensued.

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

G.4. Approve Amendment to the Chamber Contract

Approve and Authorize the Chairman to execute the Amendment with the Citrus County Chamber of Commerce.

County Administrator Charles R. Oliver provided the recommendation.

Board discussion ensued with Mr. Oliver and Clerk of Circuit Court and Comptroller Angela Vick.

Motion to table item G4 until the next meeting.

Board discussion continued with Ms. Vick.

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

. **Continued - Item G4**

Following the vote, Second Vice Chair Holly Davis commented.

Board discussion ensued.

H. PRESENTATIONS/PUBLIC HEARINGS

H.1. 1:30 PM Presentation by FDOT Amanda Handley Levy district U.S. 19 Corridor

Presentation by Amanda Handley, Atkins Global w/ FDOT; US 19 from Red Level to NW 140th Street in Chiefland.

Brian Brooker, Project Manager with Florida Department of Transportation District 2 provided the presentation and responded to questions from the Board.

I. ADVISORY BOARD ANNOUNCEMENTS, NOMINATIONS & APPOINTMENTS

I.1. Announce Vacancies for Code Review & Appeals Board

a. Announce expiration of terms and the taking of applications for three (3) Code Review & Appeals Board (CRAB) regular member positions and one (1) alternate member position. The terms of these positions are four years starting on February 1, 2022 and expiring on January 31, 2026.

b. Announce a vacant regular member position available on the Code Review & Appeals Board (CRAB) and the taking of applications for this position which expires on January 31, 2025.

County Administrator Charles R. Oliver provided the announcements.

I.2. Announce Terms of Expiration - Citrus County Special Library District Advisory Board

Announce the expiration of terms and taking of applications for five regular member positions on the Citrus County Special Library District Advisory Board. These terms expire on January 31, 2022. The new terms will be for two years and expire on January 31, 2024. Applications for these positions are available online at the County's website.

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

Consensus of the Board was to schedule a meeting on March 8, 2022 for a time certain regarding changing the appointment process for the Special Library District Advisory Board.

I.3. Veterans Service Advisory Board

Reappoint two individuals to fill regular member seats on the Veterans Service Advisory Board for a two year term that will expire January 31, 2024.

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Motion to reappoint "Bud" Osborn and Arlena Newson to fill the regular member seats on the Veterans Service Advisory Board.

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

I.4. Nominate and Appoint Members to the Aviation Advisory Board

A. Nominate and appoint one (1) regular member for District 1 of the Citrus County Aviation Advisory Board for a two-year term, which begins February 1, 2022, and ends January 31, 2024.

- Carl Douglas Flanagan
- DF Heuchan
- Michael B. Laschum
- Patrick Crippen
- Paul Duck
- Philip Mattison

B. Nominate and appoint one (1) regular member for District 4 of the Citrus County Aviation Advisory Board for a two-year term, which begins February 1, 2022, and ends January 31, 2024.

- George McDonald wishes to be reappointed
- Hugh Emmons
- Jeff Rogers
- Maurice Rivenbark
- Mike Bays

C. Nominate and appoint one (1) regular member for District 5 of the Citrus County Aviation Advisory Board for a two-year term, which begins February 1, 2022, and ends January 31, 2024.

- Jim Booth wishes to be reappointed
- George Martin
- Merrill King

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- Russell Hackett

D. Nominate and appoint one (1) member at large position for the Aviation Advisory Board for a two (2) year term which began February 1, 2021, and ends January 31, 2023.

- All applicants are eligible for this position, including the six (6) additional applicants listed below
- Mr. Davis Lewis (District 2)
- Mr. Mark Beauchamp (District 2)
- Mr. Charles Carr (District 3)
- Mr. Michael Whetstone (District 3)
- Mr. Dannie Hilliard (District 3)
- Mr. David Schraml (District 3)

Motion to nominate and appoint Carl Flanagan as a regular member for District 1 on the Citrus County Aviation Advisory Board.

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

. **Continued - Item I4**

. **Motion to nominate and reappoint George McDonald as a regular member for District 4 on the Citrus County Aviation Advisory Board.**

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

. **Motion to nominate and reappoint Jim Booth as a regular member for District 5 on the Citrus County Aviation Advisory Board.**

Minutes Acceptance: Minutes of Feb 8, 2022 1:00 PM (Minutes)

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

. **Motion to nominate and appoint Charles Carr from District 3 for the member at large on the Aviation Advisory Board.**

Prior to the vote, Board discussion ensued.

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

J. COMMITTEE REPORTS FROM COMMISSIONERS

Commissioner Scott Carnahan provided a brief summary from the Spring Steering Committee meeting and announced his reappointment to the Gulf Coast Consortium Executive Committee.

Commissioner Jeff Kinnard, D.C. announced the Keep Citrus County Beautiful meeting that is scheduled for Monday, shared information from the Hernando/Citrus Metropolitan Planning Organization (MPO) Board meeting, and announced the appointment of First Vice Chair Ruthie Schlabach as the Vice Chair on the MPO Board.

Second Vice Chair Holly Davis gave an overview from the Legislative Days, National Association of Counties Community Economic and Workforce Development Committee, Citrus County Community Charitable Foundation (CCCCF), and Early Learning Coalition Board meetings. Commissioner Davis announced the attendance of the Aviation Advisory Board on Monday.

Chairman Ronald E. Kitchen, Jr. announced the Tampa Bay Regional Planning Council (TBRPC) meeting that is scheduled for Monday, and provided an update from the Property Owners Association at Sugarmill and the Citrus County Community Editorial Board meetings.

K. COMMISSIONER SCOTT CARNAHAN - DISTRICT 4

No items.

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

Commissioner Jeff Kinnard, D.C. discussed the Florida Turnpike Connector and provided recommendations, followed by Board discussion regarding scheduling a public workshop.

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

Second Vice Chair Holly Davis commented regarding the Advisory Boards verbiage.

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

No items.

Minutes Acceptance: Minutes of Feb 8, 2022 1:00 PM (Minutes)

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

O.1. Discuss Recruitment Process for County Administrator

Identify Process and Schedule to Select County Administrator

Chairman Ronald E. Kitchen, Jr. provided the recommendations, followed by Board discussion.

Consensus of the Board to staff was to place this back on the next agenda when all Commissioners are in attendance.

. Following item O1

Chairman Ronald E. Kitchen, Jr. discussed Pine Ridge for horse crossing, followed by Board discussion with County Administrator Charles R. Oliver.

P. COUNTY ATTORNEY DENISE A. DYMOND LYN

No items.

Q. OPEN TO THE PUBLIC

The following individuals addressed the Board on various issues: John Labriola; and Janet Barek.

Commissioners responded to comments from the public.

R. UPCOMING MEETINGS

1. Regular Meeting**, February 22, 2022, at 1:00PM**, Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450

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

3. Regular Meeting: **March 22, 2022, at 1:00PM**, Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450

S. UPCOMING WORKSHOPS AND SPECIAL MEETINGS

1. *Workshop*: Impact Fees Tuesday **February 22, 2022, at 9:00AM**, Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450
2. *Workshop*: Attainable Housing Tuesday **March 8, 2022, at 9:00AM**, Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450
3. *Workshop*: Infrastructure & Growth Tuesday **March 22, 2022, at 9:00AM**, Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450
4. *Workshop*: Communications Tuesday **April 12, 2022, at 9:00AM**, Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450
5. *Workshop*: Residential Road Resurfacing Tuesday **April 26, 2022, at 9:00AM**, Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450
6. *Workshop:* Airports & Infrastructure Tuesday **May 10, 2022, at 9:00AM**, Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450

Minutes Acceptance: Minutes of Feb 8, 2022 1:00 PM (Minutes)

T. 5:01 P.M. PUBLIC HEARINGS

T.1. 5:01 PUD 20-08 Invictus Development, LLC

a. Conduct a public hearing on February 8, 2022, at 5:01 pm to review and discuss PUD 20-08 Invictus Development, LLC

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

20-08 Invictus Development, LLC and direct the Clerk to execute the ordinance.

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

County Attorney Denise A. Dymond Lyn polled the Board for ex parte communications for items T1, T2, and T3.

Motion to accept the back up material into evidence for items T1, T2, and T3.

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

. **Continued - Item T1**

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

Rick Cavalieri, with Invictus Development and Jane Caldera, Professional Traffic Engineer provided the applicant information.

Land Development Director Joanna Coutu provided the staff presentation.

There were no public comments.

. **Based on confident evidence that has been put forth, motion to approve ordinance PUD-20-08 with the 11 conditions.**

Ordinance Number 2022-A06

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

T.2. 5:05 pm CPA/AA/PUD 21-17 Dr. Michael Wilburn for Patrick Kidder

a. Conduct a public hearing on February 8, 2022, at 5:05 pm to review and discuss CPA/AA/PUD 21-17, Dr. Michael Wilburn for Patrick Kidder

b. If approved, adopt and authorize the Chairman to execute the ordinances for CPA/AA/PUD 21-17, Dr. Michael Wilburn for Patrick Kidder, and direct the Clerk to execute the ordinances.

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

Minutes Acceptance: Minutes of Feb 8, 2022 1:00 PM (Minutes)

Dr. Michael Wilburn representing Patrick Kidder provided the applicant information.

Land Development Planner Miranda Anaya provided the staff presentation.

There were no public comments.

Motion, based on confident and substantial evidence, to authorize the Chairman to execute the ordinances for CPA/AA/PUD-21-17 Dr. Michael Wilburn for Patrick Kidder and to direct the Clerk to execute the ordinances.

Clerk's Note: Motion and vote accepting back up material into evidence and ex parte communications were processed under item T1.

Ordinance Numbers 2022-A07 and 2022-A08

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Holly L. Davis, 2nd Vice Chair, District 5
SECONDER:	Scott Carnahan, Commissioner, District 4
AYES:	Kitchen Jr., Davis, Kinnard D.C., Carnahan
ABSENT:	Schlabach

T.3. 5:10 pm AA-21-05 Jackie Terry for Robert Earl Terry and William A. Funtig

a. Conduct a public hearing on February 8, 2022, at 5:10 pm to review and discuss AA-21-05, Jackie Terry for Robert Earl Terry and William A. Funtig

b. If approved, adopt and authorize the Chairman to execute the ordinance for AA-21-05, Jackie Terry for Robert Earl Terry and William A. Funtig, and direct the Clerk to execute the ordinance.

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

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

There were no public comments.

Motion to approve, based on confident and substantial evidence, ordinance for AA-21-05.

Clerk's Note: Motion and vote accepting back up material into evidence and ex parte communications were processed under item T1.

Ordinance Number 2022-A09

Minutes Acceptance: Minutes of Feb 8, 2022 1:00 PM (Minutes)

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

U. ADJOURN

The meeting was adjourned at 5:26 PM

Minutes Acceptance: Minutes of Feb 8, 2022 1:00 PM (Minutes)

AGENDA MEMORANDUM

FROM:	Angela Vick, Clerk of the Circuit Court and Comptroller
SUBJECT:	Clerk Records Disposition #1878
AGENDA DATE:	**March 08, 2022**

BRIEF OVERVIEW:

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

BUDGET IMPACT/FUNDING SOURCE:

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

RECOMMENDED ACTION:

Approve and authorize the Chairman to execute the Clerk's Records Disposition Document #1878 for the disposal of records that have met their assigned retention periods

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

RECORDS DISPOSITION DOCUMENT

RECORDS DISPOSITION NO. 1878

PAGE 1 OF 2 PAGE(S)

PREPARED BY: Sherry Wolford

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.

Georgette Tozer 2/3/22
Verifying Clerk Signature Date

Kristi Hogan 2/7/22
Department Supervisor Signature Date

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

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: Official Records				
GS11	16	**VALUE ADJUSTMENT BOARD FILES: NO APPEAL FILED** (See attached list for details)	**SCANNED OSA**	4/1/2020 through 6/1/2021		On Site Shredding
					Total c.f. = 6	

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

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

Lindsay Tozer
Lindsay Tozer, RMLO

BOCC Chairman

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

Signature Date

Witness Name Date

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

Attachment: Records Disposition #1878 (19992 : Clerk Records Disposition #1878)

CLERK OF THE CIRCUIT COURT
RECORDS TRANSMITTAL FORM:

CURRENT DATE: 8/9/2021
DIVISION: VAB
DEPARTMENT: Financial Services

PREPARED BY: Georgette Tozer
APPROVED BY:
RECEIVED BY: Lacey Wolford 2/3

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)	Retentior
GS-11-16	1	2020 VAB Special Magistrates Application Packets and Agreement	10/1/20 - 5/18/21	
GS-11-16	1	2020 Proofs of Publication	7/29/20 - 6/1/21	
GS-11-16	1	2020 Resolution Number 2020-001	8/5/2020	
GS-11-16	1	2020 VAB Petition Numbers 1 - 31	4/1/20 - 9/3/20	
GS-11-16	2	2020 VAB Petition Numbers 32 - 112	9/3/20 - 9/8/20	
GS-11-16	3	2020 VAB Petition Numbers 113 - 242	9/8/20 - 3/23/21	
		OSA-SCANNED		
		Scanned and Verified in VAB and Trakman Programs		

Attachment: Records Disposition #1878 (19992 : Clerk Records Disposition #1878)

AGENDA MEMORANDUM

FROM:	Craig Stevens, Fire Chief
SUBJECT:	Donation of Surplus Property Asset #53664
AGENDA DATE:	**March 08, 2022**

BRIEF OVERVIEW:

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

AEDs have been replaced by LifePack 15 equipment.

BUDGET IMPACT/FUNDING SOURCE:

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

RECOMMENDED ACTION:

Approve donation of the following item from the inventory of fire rescue to The New Church without Walls of Inverness Florida Inc. and the removal of same items from the county's capital asset listing. Asset #53664 - Zoll AED Plus Defibrillator

From: Paul M. Gillum
To: The New Church Without Walls International
Cc: Cortney K. Marsh
Subject: RE: Request for an AED - Automated External Defibrillator
Date: Thursday, January 27, 2022 8:25:08 AM

Thanks for your interest in obtaining an AED.
The following is the process for requesting a device.

1. The agency seeking to receive the property will submit a tax-exempt certification AND a written request to the County Administrator's office requesting the property.
2. County Administrator's office will forward request to appropriate department.
3. Once the information has been verified, Fire Administration will create an agenda item seeking Board approval to donate the property.

Courtney Marsh our Communications Specialist would be a good contact person for additional information.
Her office number is 352-527-5526.

Please feel free to contact us if you need additional information.

Paul Gillum
Fire Marshal
Citrus County Fire Rescue
Direct: 352.527.5527

From: The New Church Without Walls International <thenewcwow@gmail.com>
Sent: Wednesday, January 26, 2022 1:59 PM
To: Paul M. Gillum <Paul.Gillum@citruscountyfire.com>
Subject: Request for an AED - Automated External Defibrillator

Mr. Paul Gillum
Fire Marshal
Citrus County Fire Rescue
285 S. Kensington Ave
Lecanto, FL 34461

Dear Marshal Gillum,

Please allow this email to serve as a request from The New Church Without Walls to receive an AED-Automated External Defibrillator from the Citrus County Fire Rescue, for use during our services here at the church, 300 S. Kensington Avenue in Lecanto.

We hold weekly services as follows:

Attachment: RE_ Request for an AED - Automated External Defibrillator (19954 : Donation of Surplus Property Asset #53664)

- Sunday: 8:00 AM, 9:30 AM and 10:30 AM
- Wednesday: 7:00 PM
- Friday: 7:00 PM

Additionally, the facility is also used for weddings, funeral services, and other community related events.

Recently, at one of our services, we had an emergency that involved a member of the congregation. We just don't know when another such incident might occur, and we would like to be ready should the need arise. We strongly feel an AED is a necessary piece of equipment that would enable us to help save a life.

We appreciate and thank you in advance for considering our request. Please feel free to contact us if you have any questions or concerns.

Sincerely,

Joan Johnson for
Bishop Dr. Douglas Alexander Sr.

--

The New Church Without Walls International
Senior Pastors Douglas & Lady "T" Alexander Sr.
300 S. Kensington Avenue, Lecanto FL 34461
P.O. Box 367, Hernando, FL 34441
Phone: 352-344-2425 Fax: 352-344-0222
Email: thenewcwow@gmail.com
www.newchurchwithoutwalls.com

Attachment: RE_ Request for an AED - Automated External Defibrillator (19954 : Donation of Surplus Property Asset #53664)

3000037 09/23/17

FLORIDA Department of Revenue

Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 10/15

Certificate Number	Effective Date	Expiration Date	Exemption Category
85-8012521598C-0	10/31/2017	10/31/2022	RELIGIOUS-PHYSICAL PLACE

This certifies that

THE NEW CHURCH WITHOUT WALLS OF
INVERNESS FLORIDA INC
300 S KENSINGTON AVE
LECANTO FL 34461-8860

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

FLORIDA Department of Revenue

Important Information for Exempt Organizations

DR-14
R. 10/15

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

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

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

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

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

6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

Attachment: Tax Exempt Cert NCWOW (19954 : Donation of Surplus Property Asset #53664)

Asset Activity Form

□ Department Transfer □ Custodian Change	Current Department: Fire Rescue Current Custodian: Greg Ellis New Department: _____ New Custodian: _____	
□ Location Change	Current Location: Logistics New Location: _____ Condition: ____	
□ Disposal	**Type:** □ Obsolete □Non-Repairable □ Recycle □ Dismantled for Parts □Trade-In □ Repair Not Cost Effective	**Method:** □ Landfill - Solid Waste □ Landfill – Electronic Recycle □ Other: _____
□ Auction	If not auctioned: □ Return to Originating Department □ Dispose	
■ Donation To □ Donation From	Non-Profit Organization/Agency: The New Church without Walls of Inverness Florida Inc.	

Dept #	*Asset ID*	*Description*	*Serial Number*	*Acquisition Date*	*Initial Cost*
3200	53664	Zoll AED Plus Defibrillator	X05G063597	7/5/2005	$1,675.00

Comments/Justification:

Initiating Department

_____	2/3/2022	_____	2/3/2022
Asset Custodian or Division Director Signature*	Date	Department Director Signature	Date

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

Receiving Department (Transfers/Changes/Auctions)

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

Receiving Department (Donation/Disposal)

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

Financial Services Use Only

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

Attachment: Asset Activity Form Asset #53664 (19954 : Donation of Surplus Property Asset #53664)

AGENDA MEMORANDUM

FROM:	Michael Sherman, AICP Growth Management Director
SUBJECT:	PLT-22-01 Rollin W Subdivision
AGENDA DATE:	**March 08, 2022**

BRIEF OVERVIEW:

This is a request to combine two residential lots in Citrus Springs Unit 10 on W. Haverhill Lane. 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-22-01, Rollin W Subdivision.

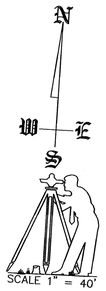
b. If approved, direct the Chair to sign the Plat and the Clerk to record the plat in the public records of Citrus County, Florida.

ROLLIN W RETREAT

A REPLAT OF LOTS 17 AND 18 BLOCK 867
CITRUS SPRINGS UNIT 10 AS RECORDED IN PLAT BOOK 6, PAGES 67 THROUGH 78 INCLUSIVE
PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA
SECTION 29, TOWNSHIP 17 SOUTH, RANGE 18 EAST
CITRUS COUNTY, FLORIDA

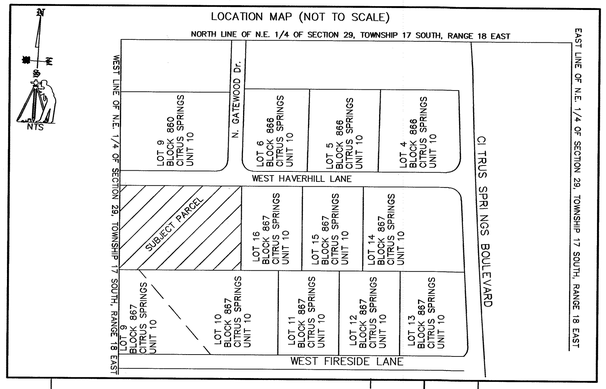
LEGAL DESCRIPTION

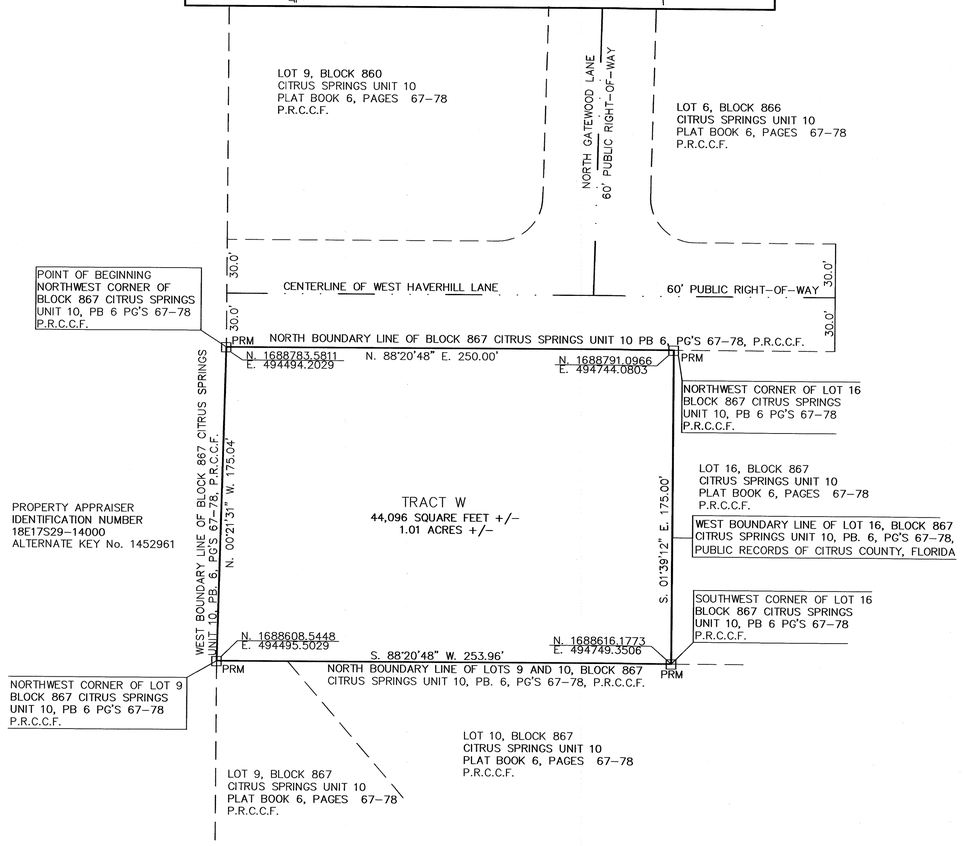
A PARCEL OF LAND LYING IN SECTION 29, TOWNSHIP 17 SOUTH, RANGE 18 EAST CITRUS COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;
BEGIN AT THE NORTHWEST CORNER OF BLOCK 867 CITRUS SPRINGS UNIT 10 AS RECORDED IN PLAT BOOK 6, PAGES 67 THROUGH 78 INCLUSIVE OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA; THENCE NORTH 88°20'48" EAST ALONG THE NORTH BOUNDARY LINE OF SAID BLOCK 867, A DISTANCE OF 250.00 FEET TO THE NORTHWEST CORNER OF LOT 16 OF SAID BLOCK 867; THENCE SOUTH 01°39'12" EAST ALONG THE WEST BOUNDARY LINE OF SAID LOT 16, A DISTANCE OF 175.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 16; THENCE SOUTH 88°20'48" WEST ALONG THE NORTH BOUNDARY LINE OF LOTS 9 AND 10 OF SAID BLOCK 867 A DISTANCE OF 253.96 FEET TO THE NORTHWEST CORNER OF LOT 9 OF SAID BLOCK 867; THENCE NORTH 00°21'31" WEST ALONG THE WEST BOUNDARY OF SAID BLOCK 867 A DISTANCE OF 175.04 FEET TO THE POINT OF BEGINNING.
SAID PARCEL CONTAINING 44,096 SQUARE FEET (1.01 ACRES) MORE OR LESS.



GRAPHIC SCALE

40 0 20 40 80 160
(IN FEET)
1 inch = 40 ft.





NOTICE:

THIS PLAT AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREON 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 FOUND IN THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA.

COUNTY COMMISSIONERS APPROVAL

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

ATTEST:_____ BY:_____
FOR ANGELA VICK — CLERK OF CIRCUIT COURT
COMMISSIONER RONALD E. KITCHEN Jr. — CHAIRMAN OF THE BOARD

CLERK'S CERTIFICATE

I HEREBY CERTIFY THAT THE ATTACHED PLAT CONFORMS WITH THE PROVISIONS OF CHAPTER 177 PART 1, FLORIDA STATUTES, AND THAT SAID PLAT WAS FILED FOR RECORD IN PLAT BOOK_____ AT PAGE_____OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, AT_____AM/PM ON _____,2021 FILE NUMBER

BY:_____ DATE _____
FOR ANGELA VICK
CLERK OF CIRCUIT COURT

ABBREVIATIONS

P.R.C.C.F =. PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA
PRM = PERMANENT REFERENCE MONUMENT
NTS = NOT TO SCALE
SEC. = SECTION
TWP = TOWNSHIP
RNG = RANGE
POC = POINT OF COMMENCEMENT
POB = POINT OF BEGINNING
LB = LICENSED BUSINESS
PB = PLAT BOOK
PG'S = PAGES
RLS = REGISTERED LAND SURVEYOR

LEGEND

N. 1688608.5448
E. 494495.5029 INDICATES STATE PLANE COORDINATES

☐ INDICATES SET 4"X4" CONCRETE MONUMENT LB 8156 CAP PRM

■ INDICATES EXISTING 4"X4" CONCRETE MONUMENT (UNIDENTIFIED)

GENERAL NOTES

(1) BEARINGS AS SHOWN ARE BASED ON THE SOUTH RIGHT–OF–WAY LINE OF WEST HAVERHILL LANE (FIELD) HAVERHILL STREET (PLAT) LOCATED WITHIN CITRUS SPRINGS UNIT 10 ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 6, PAGES 67 THROUGH 78 INCLUSIVE OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA. HAVING AN ASSUMED BEARING OF NORTH 88°20'48" EAST.
(2) HORIZONTAL COORDINATE VALUES SHOWN HEREON REFLECT FLORIDA STATE PLANE COORDINATES SYSTEM WEST ZONE, AND ARE REFERENCED TO THE NORTH AMERICAN DATUM 1983 (NAD 83). ADJUSTMENT OF 1999, STATE PLANE COORDINATES SHOWN HEREON WERE PROJECTED FROM PUBLISHED COORDINATES FOR SECTION 29, TOWNSHIP 17 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA. AND ARE GRID COORDINATES.
(3).ACCORDING TO FLOOD INSURANCE RATE MAP (FIRM) No. 12017C0182D AS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), EFFECTIVE DATE OF SEPTEMBER 26,2014 THE SUBJECT PROPERTY APPEAR TO LIE IN ZONE X (FLOOD ZONE X IS DESCRIBED AS AREAS DETERMINE TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN).
(4) THIS SUBDIVISION WILL BE SERVED BY CITRUS COUNTY PUBLIC CENTRAL WATER SYSTEM, AND ON SITE SEPTIC DISPOSAL SYSTEM
(5) ALL DISTANCES SHOWN HEREON ARE GROUND DISTANCES.
(6) EXISTING LAND USE OF THE PARCEL AND ALL ADJACENT PROPERTY IS RMU (LOW DENSITY RESIDENTIAL DISTRICT)
(7) THIS SUBDIVISION CONTAINS 1.004 ACRES MORE OR LESS
(8) NO NEW STREETS OR WATER RETENTION AREAS HAVE BEEN CREATED BY THIS PLAT.

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 CITRUS COUNTY, LAND DEVELOPMENT CODE, CHAPTER 11035

BY:_____
MARK T. THOMAS
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION No. 5151

MARK T. THOMAS CERTIFICATE No. 5151 STATE OF FLORIDA REGISTERED LAND SURVEYOR — DATE: FEBRUARY 14, 2022

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT KEVIN WEEKES, BEING THE OWNER OF THE LANDS DESCRIBED ON THE ATTACHED PLAT ENTITLED ROLLIN W, RETREAT LOCATED IN CITRUS COUNTY, FLORIDA, HEREBY DEDICATE SAID LANDS AND PLAT FOR THE USES AND PURPOSES THEREIN EXPRESSED

IN WITNESS THEREOF, KEVIN WEEKES HAS CAUSED THESE PRESENTS TO BE SIGNED ON THIS 10th DAY OF February 2022
BY: KC Weekes
KEVIN WEEKES

ATTEST: _____
FREDERICK VAN ANDERSON

ATTEST: Patrick L Henson
PATRICK L HENSON

BEFORE ME THIS DAY PERSONALLY APPEARED KEVIN WEEKES, WHO IS PERSONALLY KNOWN TO ME OR HAS PRODUCED AS IDENTIFICATION AND DID NOT TAKE AN OATH
BY: Sherry Anderson DATE: 2-10-22
SHERRY ANDERSON
NOTARY PUBLIC – STATE OF FLORIDA
FLORIDA CERTIFICATE No. 112436

Notary Public State of Florida
Sherry Anderson
My Commission GG 240522
Expires 08/07/2022

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.

APPROVAL OF COUNTY OFFICIALS

BY: Brian Kaffka DATE: 2-14-22 COUNTY ENGINEER
BY: _____ DATE: 2/15/2022 DIRECTOR OF PUBLIC WORKS
BY: _____ DATE: 2/15/2022 DIRECTOR OF ENVIRONMENTAL HEALTH
BY: _____ DATE: 2/16/22 DIRECTOR OF LAND DEVELOPMENT

APPROVAL AS TO FORM AND SUBSTANCE

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

ABSTRACTOR'S CERTIFICATE

I HEREBY CERTIFY THAT KEVIN WEEKES AND IS THE OWNER OF RECORD OF THE LANDS HEREBY PLATTED, THAT THERE ARE NO DELINQUENT TAXES ON SAID LANDS; THAT RECORD TITLE TO ALL ACCESS ROADS IS HELD BY CITRUS COUNTY, FLORIDA THAT THERE ARE NO MORTGAGE HOLDERS OF RECORD CONCERNING THIS PROPERTY OTHER THAN AS SHOWN.

BY: _____ DATE: 2/10/2022
COMPASS TITLE, LLC
3517 NORTH LECANTO HIGHWAY
BEVERLY HILLS, FLORIDA 34465

SURVEYOR'S CERTIFICATE

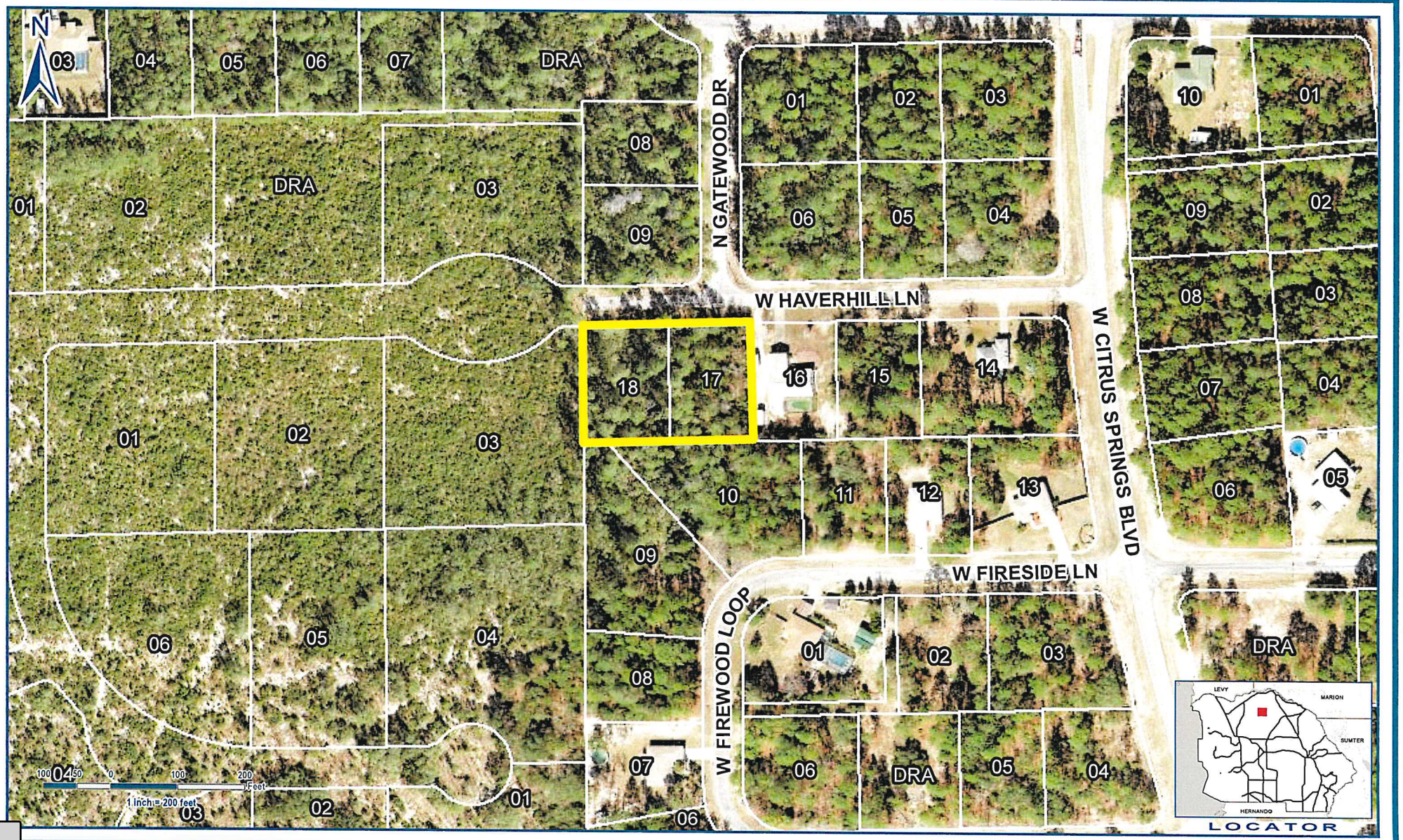
I HEREBY CERTIFY THAT THIS PLAT OF IS A TRUE AND CORRECT REPRESENTATION OF THE LAND AS RECENTLY SURVEYED AND PLATTED UNDER MY DIRECTION; THAT THE PERMANENT REFERENCE MONUMENTS (PRM'S) AS SHOWN WERE IN PLACE AS OF 4 OF DECEMBER 2021 AND THIS PLAT COMPLIES WITH THE REQUIREMENTS OF CHAPTER 177 PART 1 PLATTING FLORIDA STATUTES, AND CHAPTER 11.035 OF THE CITRUS COUNTY LAND DEVELOPMENT CODE.

BY: Patrick L Henson DATE: 2/10/2022
PATRICK L. HENSON
REGISTERED LAND SURVEYOR
FLORIDA REGISTRATION No. 4547

PLAT PREPARED BY:
Anderson Specialty Services, Inc.
9200 East Orange Avenue
Floral City, Florida 34436
(352) 220–0146
BUSINESS LICENSE No. LB 8156

PLAT BOOK _____ PAGE_____

Attachment: mylar scan rev 2 (19972 : PLT-22-01 Rollin W Subdivision)



Legend

PLT-22-01

ROLLIN SUBDIVISION
PLT-22-01
SEC 29 TWN 17S RNG 18E

Geographic Information Systems

Prepared By : Susan O'Connell
Date: February 9, 2022
Source: Enterprise Geodatabase
Map Number: SO001256

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:	**March 08, 2022**

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. Doug Doty unit 1-F at Crystal River Airport.

BUDGET IMPACT/FUNDING SOURCE:

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

The potential annual revenue income is $6,402.00.

RECOMMENDED ACTION:

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

T-HANGAR LEASE AGREEMENT

(For lease of County-owned and operated Hangars)

This Agreement, is made this 14 day of January **2022,** by and between Citrus County, Florida, a political Subdivision of the State of Florida, as **Lessor**, whose address is 110 North Apopka Avenue, Inverness, Florida 34450 and **Suncoast Aviation LLC,** Delaware Limited Liability Corporation as **Lessee**, whose address is 705 S Scarboro Ave Lecanto FL 34461.

Section 1. Hangar and Purpose. The Lessor hereby leases to the Lessee T-Hangar **Unit 1-F** 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 **January 14, 2022** and end on **January 13, 2026**. 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 **$533.50 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 (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: 1b Supporting Docs Doty Lease 2022 signed (19963 : 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: 1b Supporting Docs Doty Lease 2022 signed (19963 : 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: 1b Supporting Docs Doty Lease 2022 signed (19963 : 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: 1b Supporting Docs Doty Lease 2022 signed (19963 : 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: 1b Supporting Docs Doty Lease 2022 signed (19963 : 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: 1b Supporting Docs Doty Lease 2022 signed (19963 : 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: 1-14-22

LESSEE:

SUNCOAST AVIATION LLC., a Delaware Limited Liability Corporation:

Doug Doty, Managing Member

Date: 1-14-22

RENE'E ANGE'L MCGINN
Commission # GG 366961
Expires August 21, 2023
Bonded Thru Budget Notary Services

STATE OF FLORIDA
COUNTY OF CITRUS

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 14th day of January, 2022, by Douglas Doty, as Managing Member of SUNCOAST AVIATION LLC., a Delaware Limited Liability Corporation., who is personally known to me or who produced _____ as identification.

Witness my hand and official seal this 14th day of January, 2022.

RENE'E ANGE'L MCGINN
Commission # GG 366961
Expires August 21, 2023
Bonded Thru Budget Notary Services

Renée McGinn
Notary Public, State of Florida
Printed Name: Renée McGinn
Commission No: GG 366961
Expiration Date: 08/21/23

Attachment: 1b Supporting Docs Doty Lease 2022 signed (19963 : Acknowledgement of Airport Hangar Lease Agreement(s))

AGENDA MEMORANDUM

FROM:	Randall Olney, Public Works Director
SUBJECT:	Release of Lien
AGENDA DATE:	**March 08, 2022**

BRIEF OVERVIEW:

Property Abatement Assessments on certain properties have been paid in full and said payment satisfies both the Code Compliance Lien and the Property Abatement Assessment Lien. Staff respectfully requests that the Chairman execute a release of lien for each of these properties.

AK# 2244771 Deirdra Dale DeMello

BUDGET IMPACT/FUNDING SOURCE:

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

RECOMMENDED ACTION:

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

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

RELEASE OF LIEN

STATE OF FLORIDA
COUNTY OF CITRUS

BEFORE ME, the undersigned Notary Public, personally appeared Ronald E. Kitchen Jr., personally known to me, and who after being duly sworn states as follows:

1. I am the Chairman of the Board of County Commissioners of Citrus County, Florida, which is the governing body of Citrus County.

2. An Order of Reimbursement of Cost and Expenses was recorded on 02/26/2016 in BK 2742 PG 595 by Citrus County Code Compliance on real property described as Alt Key 2244771; KIMBERLY ESTS UNREC SUB LOT 2 DESC AS: COM AT NE COR OF S 341 FT OF N 731 FT OF NW 1/4 OF SE 1/4 OF SEC 3-19-17 TH S88DEG 02M 14S W 1807.56 FT TO POB TH S 02DEG 18M 30S E145.5 FT TH S 88DEG 02M 14S E 150.63 FT TH N 02DEG 18M 30SW 145.5 FT TH N 88DEG 02M 14S E 150.63 FT TO POB DESC IN OR BK 1441 PG 509 OR BK 2311 PG 1456, in the public records of Citrus County, Florida.

3. A Claim of Lien for Special Assessment regarding the Order was recorded on 06/03/2019 in BK 2980 PG 1769 in the public records of Citrus County, Florida.

4. On 09/13/2019, the Board of County Commissioners filed in the public records Resolution No. 2019-078 (0146 Property Abatement Assessment) that levied a special assessment lien against certain lands. The Resolution was recorded in Official Record Book (ORB) 3004 Page 316, inclusive, public records of Citrus County, Florida.

5. The Board wishes to release the liens above as the records show the assessment has been paid in full.

6. The Board hereby releases the above-described real property and any real or personal property owned by **Deirdra Dale DeMello** from the liens that resulted from the recording of the above-referenced Order for Reimbursement of Costs and Expenses, the Claim of Lien for Special Assessment and Resolution 2019-078.

BOARD OF COUNTY COMMISSIONERS
OF CITRUS COUNTY, FLORIDA

_____
Ronald E. Kitchen Jr., Chairman

STATE OF FLORIDA
COUNTY OF CITRUS

THE FOREGOING INSTRUMENT was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20___, by the undersigned authority, _____ who is personally known to me and known by me to be the Chairman of the Citrus County Board of County Commissioners and acknowledged before me that he/she executed the foregoing instrument on behalf of Citrus County as its true act and deed, and that he/she was duly authorized so to do and he/she did not take an oath.

_____
Notary Public – State of Florida

This Instrument Prepared by:
Denise A. Dymond Lyn, County Attorney
110 N. Apopka Ave.
Inverness, FL 34450

Attachment: 1b Supporting Document - Release of Lien (19937 : Release of Lien)

AGENDA MEMORANDUM

FROM:	Ken Cheek, Director, Water Resources Department
SUBJECT:	Connection Fee Installment Lien Agreement
AGENDA DATE:	**March 08, 2022**

BRIEF OVERVIEW:

New Connection Charge Installment Lien Agreement, in the name of Denise L Gainer to be recorded in the Official Record Book.

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 Connection Charge Installment Lien Agreement by and between the Citrus County Municipal Service Benefit Unit for Water and/or Wastewater Utility Services and Denise L Gainer.

CONNECTION FEE INSTALLMENT LIEN AGREEMENT

("CFIL AGREEMENT")

THIS AGREEMENT entered into this 4th day of February, 2021, made and entered into by and between the Citrus County Board of County Commissioners the governing body of the CITRUS COUNTY MUNICIPAL SERVICE BENEFIT UNIT FOR WATER AND WASTEWATER UTILITY SERVICES, hereinafter called SERVICE UNIT and Denise L Gainer whose mailing address is 5947 W Delta Dawn Lane, Homosassa, FL hereinafter referred to as PROPERTY OWNER.

WITNESSETH

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

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

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

1. PROPERTY OWNER does hereby agree to pay on an installment basis connection charges in the amount of $1,717.39 which shall be paid monthly in equal amounts amortized over ten (10) years (120 months) together with interest on the unpaid balance at the current rate of 6% per annum until the entire amount has been paid in full.

Attachment: 6689 W Cardinal Street (19973 : Connection Fee Installment Lien Agreement)

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

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

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

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

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

Attachment: 6689 W Cardinal Street (19973 : Connection Fee Installment Lien Agreement)

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

SERVICE UNIT:

ATTEST:

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

110 N Apopka Avenue

Inverness, FL 34450

BY: _____

CHAIRPERSON: Scott Carnahan

Board of County Commissioners

Of Citrus County Florida

_____

CLERK OF COURT: Angela Vick

PROPERTY OWNER:

BY: _____

Denise L Gainer

Rebecca Dibble

WITNESS

Manda Tibbetts

WITNESS

STATE OF FLORIDA)

COUNTY OF CITRUS)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Denise L Gainer who is personally known to me or who has produced a Florida's driver's license as identification. G[redacted]

WITNESS my hand and official seal this 3rd day of Feb, 2022

Deborah Velez

Notary Public - State of Florida

Printed Name: Deborah Velez

Commission No. GG200533

Exp. Date: June 14, 2022

This instrument was prepared by

Bernadine Flood-Nichols

3600 W Sovereign Path

Lecanto, FL 34461

DEBORAH VELEZ
Notary Public - State of Florida
Commission # GG 200533
My Comm. Expires Jun 14, 2022
Bonded through National Notary Assn.

Attachment: 6689 W Cardinal Street (19973 : Connection Fee Installment Lien Agreement)

Exhibit "A"

Name:	Denise L Gainer
Legal Description:	HOMOSASSA HILLS UNIT 2 PB 4 PG 128 LOT C-5 BLK 2 DESC IN ORBK 673 PG 1815
Service Address:	6689 W Cardinal St Homosassa, FL
Mailing Address:	5947 W Delta Dawn Lane Homosassa, FL

Attachment: 6689 W Cardinal Street (19973 : Connection Fee Installment Lien Agreement)

AGENDA MEMORANDUM

FROM:	Ken Cheek, Director, Water Resources Department
SUBJECT:	Release of Lien - Utility Write Off's
AGENDA DATE:	**March 08, 2022**

BRIEF OVERVIEW:

Delinquent utility accounts for water and/or wastewater that have liens placed on the owner's property. These liens have been paid in full.

BUDGET IMPACT/FUNDING SOURCE:

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

RECOMMENDED ACTION:

Approve and authorize the Chairman to execute Satisfaction of Lien filed by and on behalf of the Citrus County Municipal Service Benefit Unit for Water and Wastewater Utility Services against property owned Alvin Sattler and Terry Lincoln.

SATISFACTION OF LIEN

This is to certify that a claim of lien recorded in O. R. Book 2516 Page 1613 on the 19th day of November 2012 in the sum of $ 30.86 filed by and on behalf of Citrus County Board of County Commissioners the governing body of the Citrus County Municipal Service Benefit Unit for Water and Wastewater Utility Services, on the 19th day of November 2012, against the following described real property:

4214 N Arbor Shore Trail
19E18S140140 000Q0 0190
ARBOR LAKES UNIT 1 PB 15 PG 75 LOT 19 BLK Q
AK 2750332

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

Dated this ___ day of _____, 202____

ATTEST:

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

_____
Angela Vick, Clerk

BY: _____
Chairman: Ronald E. Kitchen, Jr.
Board of County Commissioners
Of Citrus County, Florida

STATE OF FLORIDA
COUNTY OF CITRUS

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

_____

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

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

Attachment: Release of Lien - Utility Write Offs - Alvin Sattler - March 3, 2022 (20027 : Release of Lien - Utility Write Off's)

SATISFACTION OF LIEN

This is to certify that a claim of lien recorded in O. R. Book 2541 Page 392 on the 22nd day of March 2013 in the sum of $ 99.44 filed by and on behalf of Citrus County Board of County Commissioners the governing body of the Citrus County Municipal Service Benefit Unit for Water and Wastewater Utility Services, on the 22nd day of March 2013, against the following described real property:

2511 E Mercury St
19E19S030020 000B0 1010
HILTOP PB 5 PG 42 LOT 101 BLK B
AK 2033762

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

Dated this ___ day of _____, 202____

ATTEST:

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

_____

Angela Vick, Clerk

BY: _____

Chairman: Ronald E. Kitchen, Jr.
Board of County Commissioners
Of Citrus County, Florida

STATE OF FLORIDA
COUNTY OF CITRUS

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

_____

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

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

Attachment: Release of Lien - Utility Write Offs - Lincoln - March 3, 2022 (20027 : Release of Lien - Utility Write Off's)

AGENDA MEMORANDUM

FROM:	Ken Cheek, Director, Water Resources Department
SUBJECT:	Release of Lien - Connection Fee Lien Agreement
AGENDA DATE:	**March 08, 2022**

BRIEF OVERVIEW:

Connection Charge Installment Lien Agreement recorded in: Official Record Book 3136 Page 1430 through page 1433 inclusive, in the name Gay Ann Oakley. This lien has been paid in full.

BUDGET IMPACT/FUNDING SOURCE:

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

RECOMMENDED ACTION:

Approve and authorize the Chairman to execute the Release of Liens for the following Connection Charge Installment Lien Agreements: Gay Ann Oakley

Attachment: RELEASE OF LIEN - Connection Lien Agreement Oakley- March 3- 2022 (20028 : Release of Lien - Connection Fee Lien Agreement)

RELEASE OF LIEN

STATE OF FLORIDA
COUNTY OF CITRUS

BEFORE ME, the undersigned Notary Public, personally appeared Ronald E. Kitchen, Jr., who is personally known to me, and who after being duly sworn states as follows:

1. I am the Chairman of the Board of County Commissioners of Citrus County, Florida which serves as the Citrus County Municipal Service Benefit Unit for Water and Wastewater Services

2. On Feb 26, 2021 the Board filed in the public records a Connection Charge Installment Lien Agreement. Said Lien was recorded in Official Record Book (ORB) 3138 Page 1430 through 1433, inclusive, public records of Citrus County, Florida.

3. The Board wishes to release the lien recorded in ORB 3138 Page 1430 through 1433 inclusive:

   Gay Ann Oakley
   6689 W Cardinal St - Site Address
   Homosassa, FL 34447
   PO Box 2032 – Mailing Address
   Homosassa Springs, FL 34447

4. The Board does hereby release the Connection Charge Installment Lien Agreement recorded in ORB 2959 page 130 through 133 inclusive.

BOARD OF COUNTY COMMISSIONERS
OF CITRUS COUNTY, FLORIDA
110 N Apopka Avenue
Inverness, FL 34450

_____
Chairman: Ronald E. Kitchen, Jr.

STATE OF FLORIDA
COUNTY OF CITRUS

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

_____
Notary Public – State of Florida

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

AGENDA MEMORANDUM

FROM:	Randall Olney, Public Works Director
SUBJECT:	Recognition of Mr. Kennedy Smith's Service on the AAB
AGENDA DATE:	**March 08, 2022**

BRIEF OVERVIEW:

The Citrus County Board of County Commissioners desires to recognize Mr. Kennedy Smith's 17 years of service to Citrus County as a member of the Aviation Advisory Board (AAB). Mr. Smith served on the AAB from January 15, 2004, through January 31, 2022. He served as Vice Chairman from August 11, 2005 to October 11, 2007, and served as Chairman from October 11, 2007, through January 31, 2022.

BUDGET IMPACT/FUNDING SOURCE:

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

N/A

RECOMMENDED ACTION:

Present an honorary award to Mr. Kennedy Smith for his service on the Aviation Advisory Board.

AGENDA MEMORANDUM

FROM:	Mariselle Rodriguez, Community Services Director
SUBJECT:	2022 March for Meals Proclamation
AGENDA DATE:	**March 08, 2022**

BRIEF OVERVIEW:

Citrus County Community Services, Support Services Division requests the Board proclaim the Month of March, 2022 as "March for Meals Month" in Citrus County.

Lynsie Roddenberry, Support Services Director, along with Ashley King, Senior Programs Supervisor and Janice Hale, Senior Programs Supervisor will accept the proclamation.

Also the Friends of the Community Center, Inc. will make presentation of check for the proceeds of the Circle of Friends Gift Shop to the Meals on Wheels Program in front of the Board of County Commissioners.

BUDGET IMPACT/FUNDING SOURCE:

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

RECOMMENDED ACTION:

a. Approve and authorize the Board to execute a proclamation declaring the Month of March 2022, as "March for Meals Month" in Citrus County, Florida.

b. Presentation by the officers of the Friends of the Community Centers, Inc. of the annual donation of proceeds from "The Circle of Friends Gift Shop" to the Meals on Wheels Program for March For Meals Month.

THE BOARD OF COUNTY COMMISSIONERS OF CITRUS COUNTY, FLORIDA

PROCLAMATION

MARCH 2022 AS THE 20TH ANNUAL MARCH FOR MEALS MONTH

WHEREAS, Meals on Wheels America established the March for Meals campaign in March 2002 to recognize the historic month, the importance of the Older Americans Act Nutrition Programs, both congregate and home-delivered, and raise awareness about the escalating problem of senior hunger in America; and

WHEREAS, the 2022 observance of March for Meals celebrates 20 years of providing an opportunity to support Meals on Wheels programs that deliver vital and critical services by donating, volunteering and raising awareness about senior hunger and isolation; and

WHEREAS, volunteers for Meals on Wheels programs in Citrus County are the backbone of the program and they not only deliver nutritious meals to seniors and individuals with disabilities who are at significant risk of hunger and isolation, but also caring concern and attention to their welfare; and

WHEREAS, Meals on Wheels programs in Citrus County provide nutritious meals to seniors throughout the county that help them maintain their health and independence, thereby preventing unnecessary falls, hospitalizations and/or premature institutionalization; and

WHEREAS, Meals on Wheels programs in Citrus County provide a powerful socialization opportunity for millions of seniors to help combat the negative health effects and economic consequences of loneliness and isolation; and

WHEREAS, Meals on Wheels programs in Citrus County deserve recognition for the contributions they have made and will continue to make to local communities, our State and our Nation.

NOW, **THEREFORE**, the Citrus County Board of County Commissioners hereby proclaims March 2022 as the 20th Annual March for Meals Month and urge every citizen to take this month to honor our Meals on Wheels programs, the seniors they serve and the volunteers who care for them. Our recognition of, and involvement in, the national 2022 March for Meals can enrich our entire community and help combat senior hunger and isolation in America.

EXECUTED this 8th day of March 2022

_____

Chairman Ronald E. Kitchen, Jr.

_____	_____
Ruthie Davis Schlabach	Holly L. Davis
_____	_____
Jeff Kinnard, D.C.	Scott Carnahan

Attachment: 2022 March for Meals (20014 : 2022 March for Meals Proclamation)

AGENDA MEMORANDUM

FROM:	Ken Cheek, Director, Water Resources Department
SUBJECT:	Proclamation - EPA Fix a Leak Week
AGENDA DATE:	**March 08, 2022**

BRIEF OVERVIEW:

Because minor water leaks account for more than 1 trillion gallons of water wasted each year in U.S. homes, the U.S. Environmental Protection Agency's WaterSense® program and its partners promote Fix a Leak Week the third week in March each year. Fix a Leak Week is an annual reminder to Americans to check and repair household plumbing fixtures and irrigation system leaks.

BUDGET IMPACT/FUNDING SOURCE:

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

RECOMMENDED ACTION:

Approve and authorize the Board to execute a proclamation declaring the week of March 14-20, 2022 as "Fix a Leak Week" in Citrus County, Florida.

THE BOARD OF COUNTY COMMISSIONERS OF CITRUS COUNTY, FLORIDA

P R O C L A M A T I O N
FIX A LEAK WEEK

WHEREAS, household leaks account for more than 1 trillion gallons of water wasted across the United States each year—equal to the annual household water use of more than 11 million homes; and

WHEREAS, finding and fixing leaks is as easy as check, twist, replace (e.g., check toilets for silent leaks; twist to tighten fixture connections; replace broken fixtures with WaterSense labeled models); and

WHEREAS, many common household leaks, including worn toilet flappers, leaking showerheads, and dripping faucets, are easily correctable; and

WHEREAS, fixing leaks can save homeowners an average of more than 10,000 gallons of water per year, or the amount of water in a typical backyard swimming pool; and

WHEREAS, WaterSense® is a voluntary partnership program sponsored by the U.S. Environmental Protection Agency (EPA) to protect the future of our nation's water supply by promoting water efficiency and WaterSense labeled products; and

WHEREAS, EPA's WaterSense program celebrates Fix a Leak Week the third week of March as a time to remind Americans to check their household fixtures and irrigation systems for leaks; and

WHEREAS, Citrus County is partnering with WaterSense to encourage Americans to detect and fix leaks and promote efficient water use to ensure adequate water supplies for future generations.

NOW, THEREFORE, the Board of County Commissioners of Citrus County does hereby proclaim March 14-20, 2022, as "Fix a Leak Week" in Citrus County.



EXECUTED this 8th day of March 2022

_____
Chairman Ronald E. Kitchen Jr.

_____	_____
Ruthie Davis Schlabach	**Holly L. Davis**
_____	_____
Jeff Kinnard D.C.	**Scott Carnahan**

Attachment: Fix a Leak Week Proclamation (19967 : Proclamation - EPA Fix a Leak Week)

AGENDA MEMORANDUM

FROM:	Charles R. Oliver, County Administrator
SUBJECT:	Proclamation Irish American Heritage Month
AGENDA DATE:	**March 08, 2022**

BRIEF OVERVIEW:

Proclaim the month of March, 2022, as Irish American Heritage Month in Citrus County, Florida.

BUDGET IMPACT/FUNDING SOURCE:

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

RECOMMENDED ACTION:

Approve and authorize the Board to proclaim the month of March as Irish American Heritage Month

THE BOARD OF COUNTY COMMISSIONERS OF
CITRUS COUNTY, FLORIDA
P R O C L A M A T I O N
IRISH AMERICAN HERITAGE MONTH

WHEREAS, by 1776 nearly 300,000 Irish nationals had emigrated to the American colonies and played a crucial role in America's war for independence: and

WHEREAS, five signers of the Declaration of Independence were of Irish descent and three signers were Irish born; and

WHEREAS, Irish Americans helped to fashion a system of government for our young Nation. twenty-two Presidents have proudly proclaimed their Irish American heritage: and

WHEREAS, in 1792 Irish born James Hoban provided the architectural plans for the White House and served as one of the supervising architects for the construction of the Capitol; and

WHEREAS, Irish born Commodore John Barry was recognized by the United States Congress in September of 2002 as the "First Flag Officer of the United States Navy". Commodore John Barry fought the last sea battle of the American Revolution off the coast of Florida; and

WHEREAS, in 1813, Captain Oliver Perry, an Irish American, achieved a major naval victory in the Battle of Lake Erie; and

WHEREAS, in 1942, the 5 Sullivan brothers made the ultimate sacrifice for democracy and freedom during the Naval Battle of Guadalcanal and later had the Destroyer USS Sullivan commissioned in their memory; and

WHEREAS, the Irish first came to Spanish "La Florida" in the 1500s- first as missionaries and mercenary soldiers and then as planters, traders, businessmen, doctors and administrators. Three of the Spanish Governors of "La Florida" were actually Irish military officers; and

WHEREAS, Fr. Richard Arthur, an Irish-born priest from Limerick who was appointed parish priest for St. Augustine in 1597 and ecclesiastical judge of "La Florida," established the first public school in America and opened it to both boys and girls of all races; and

WHEREAS, Andrew Jackson, whose family came from County Antrim, served as Florida's military governor following its acquisition by the United States; and

WHEREAS, Irish Americans, since America's inception, have provided and continue to provide leadership and service to this nation's political, business and religious establishments; and

WHEREAS, it is fitting and proper to celebrate the rich cultural heritage and the many valuable contributions of Irish Americans.

NOW, THEREFORE, be it resolved that the Board of County Commissioners of Citrus County, Florida, does hereby proclaim the month of March 2022, as Irish American Heritage Month in Citrus County, Florida.

EXCUTED this 8th day of March 2022

_____
Chairman Ronald E. Kitchen, Jr.

_____	_____
Ruthie Davis Schlabach	**Holly L. Davis**
_____	_____
Jeff Kinnard D.C.	**Scott Carnahan**

Attachment: 3-8-2022 Proc Irish American Heritage Month (20069 : Proclamation Irish American Heritage

AGENDA MEMORANDUM

FROM:	Mariselle Rodriguez, Community Services Director
SUBJECT:	Proclamation - AmeriCorps Week
AGENDA DATE:	**March 08, 2022**

BRIEF OVERVIEW:

AmeriCorps Week, March 13 through March 19, 2022, was established as the official time to recognize and celebrate the efforts of volunteers at the local, state and national levels. During this week, all over the nation, AmeriCorps Seniors volunteers are recognized for their commitment to service in their communities.

Staff requests the Board designate March 13 through March 19, 2022, as "AmeriCorps Week".

BUDGET IMPACT/FUNDING SOURCE:

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

No budget impact

RECOMMENDED ACTION:

Approve and authorize the Board to execute a Proclamation declaring March 13 through March 19, 2022, as "AmeriCorps Week" in Citrus County, Florida.

AMERICORPS WEEK

WHEREAS, service is a hallmark of the American character and has the unique ability to bring people of all backgrounds together in a common cause, and throughout our history citizens have stepped up to meet our most pressing challenges of the day by volunteering in their communities; and

WHEREAS, AmeriCorps provides opportunities for more than 250,000 Americans to serve their country through service at nonprofits, schools, public agencies, and community and faith-based groups across the country; and

WHEREAS, in Citrus County, more than 500 AmeriCorps Seniors volunteers of various ages and backgrounds helped to meet local needs at more than 40 locations in the county by serving those who are food insecure, tutoring or mentoring children and youth, supporting veterans and military families, restoring the environment, and responding to disasters; and

WHEREAS, AmeriCorps Seniors in RSVP volunteers collectively served 48,900 hours at a value of $1,395,609 in 2021; and

WHEREAS, AmeriCorps Week is an opportunity to recognize the dedication and commitment of the more than 1.2 million Americans who have chosen to serve their country through AmeriCorps and millions more who have served in AmeriCorps Seniors and their community partners, and to encourage more Americans to follow their footsteps in service;

THEREFORE, BE IT RESOLVED the Board of County Commissioners does hereby designate March 13-19, 2022, as AmeriCorps Week in Citrus, and urge citizens to thank AmeriCorps Seniors volunteers for their service.

EXECUTED this 8th day of March, 2022

_____
Chairman Ronald E. Kitchen, Jr.

_____	_____
Ruthie Davis Schlabach	**Holly L. Davis**
_____	_____
Jeff Kinnard, D.C.	**Scott Carnahan**

Attachment: AmeriCorps Week March 2022 proclamation (20003 : Proclamation - AmeriCorps Week)

AGENDA MEMORANDUM

FROM:	Colleen Scott, Management & Budget Director
SUBJECT:	RFQ 21-095 Continuing Contract for Professional Engineering Services
AGENDA DATE:	**March 08, 2022**

BRIEF OVERVIEW:

On August 1, 2021, Staff advertised a Solicitation document for RFQ 21-095 Continuing Contract for Professional Engineering Services seeking statements of qualifications from consulting firms for the provision of five different professional engineering disciplines to be provided on an as-needed basis under a continuing contract. The solicitation was done in accordance with Section 287.055 of the Florida Statutes (Consultant's Competitive Negotiation Act). Nineteen (19) Statement of Qualifications were received.

After evaluating the responses, staff desires to award the top eleven-rated Consultant engineering firms to provide various professional engineering services for the County for a period of three years per each discipline listed below on an as needed basis.

General Civil
- Cardno, Inc.
- Dyer, Riddle, Mills & Precourt, Inc.
- Kimley-Horn and Associates, Inc.

Aviation and Airport Engineering
- American Infrastructure Development, Inc.
- GAI Consultants, Inc.
- Infrastructure Consulting & Engineering, PLLC

Transportation/ Roadway Engineering
- Dyer, Riddle, Mills & Precourt, Inc.
- Cardno, Inc.
- AECOM Technical Services, Inc.

Stormwater Management/ NPDS/ Watershed Studies
- Cardno, Inc
- Dyer, Riddle, Mills & Precourt, Inc.
- Hanson Professional Services, Inc.

Geotechnical Engineer/ Environmental/ Construction Administration
- Tierra, Inc.
- Michael G. Czerwinski, P.A.
- PSI

Staff has received another one of the eleven (11) Agreements and would like to award this firm at this time.

1. AECOM Technical Services, Inc.

BUDGET IMPACT/FUNDING SOURCE:

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

Budget will impact various departments and account numbers throughout the County for Professional Services including grant funding accounts

RECOMMENDED ACTION:

Approve and authorize the Chairman to execute Master Agreement between Citrus County, Florida and AECOM Technical Services, Inc., to provide professional engineering services on an as needed basis utilized by all County departments.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/04/2022

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

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

PRODUCER
Marsh Risk & Insurance Services
CA License #0437153
633 W. Fifth Street, Suite 1200
Los Angeles, CA 90071
Attn: LosAngeles.CertRequest@Marsh.Com
CN101348564-STND-GAUE-21-22 09 2025

CONTACT NAME: Marsh Risk & Insurance Services
PHONE (A/C, No, Ext): 213-346-5000 **FAX (A/C, No):**
E-MAIL ADDRESS: LosAngeles.CertRequest@marsh.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ACE American Insurance Company	22667
INSURER B : N/A	N/A
INSURER C : Illinois Union Insurance Co	27960
INSURER D : SEE ACORD 101	
INSURER E :	
INSURER F :	

INSURED
AECOM
AECOM Technical Services, Inc.
7650 W. Courtney Campbell Causeway
Suite 700
Tampa, FL 33607-1462

COVERAGES **CERTIFICATE NUMBER:** LOS-002574447-01 **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			HDO G72486304	04/01/2021	04/01/2022	EACH OCCURRENCE	$	1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person)	$	5,000
	X POLICY [ ] PRO-JECT [ ] LOC						PERSONAL & ADV INJURY	$	1,000,000
	OTHER:						GENERAL AGGREGATE	$	2,000,000
							PRODUCTS - COMP/OP AGG	$	2,000,000
								$	
A	AUTOMOBILE LIABILITY			ISA H25549211	04/01/2021	04/01/2022	COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$	
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$	
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$	
								$	
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$	
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$	
	DED RETENTION $							$	
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			SEE ACORD 101	04/01/2021	04/01/2022	X PER STATUTE [ ] OTH-ER		
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N/A					E.L. EACH ACCIDENT	$	100,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$	100,000
							E.L. DISEASE - POLICY LIMIT	$	500,000
C	ARCHITECTS & ENG.			EON G21654693 005	04/01/2021	04/01/2022	Per Claim/Agg		1,000,000
	PROFESSIONAL LIAB.			"CLAIMS MADE"			Defense Included		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Project: RFQ 21-095; Description: Continuing Contract for Professional Engineering Services

Citrus County, Florida, a political subdivision of the State of Florida, its officials, employees, and volunteers are named as additional insured for GL & AL coverages, but only as respects work performed by or on behalf of the named insured and where required by written contract. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and where required by written contract with respect to the GL & AL coverages. Waiver of Subrogation is applicable where required by written contract with respect to GL, AL and WC.

CERTIFICATE HOLDER

Citrus County, Florida
Attn: Linda Morse, Purchasing & Contracts Manager
3600 W. Sovereign Path, Ste. 266
Lecanto, FL 34461

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Marsh Risk & Insurance Services

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AGENCY CUSTOMER ID: CN101348564
LOC #: Los Angeles

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Marsh Risk & Insurance Services	AECOM AECOM Technical Services, Inc. 7650 W. Courtney Campbell Causeway Suite 700 Tampa, FL 33607-1462
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

Workers Compensation/Employer Liability cont.

Policy Number	Insurer	States Covered
WLR C67806025	Indemnity Insurance Company of North America - NAIC # 43575	AOS
WLR C67805987	ACE American Insurance Company - NAIC # 22667	CA, MA
SCF C67806104	ACE American Insurance Company - NAIC # 22667	WI Retro

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ACE American Insurance Company

AMB #: 002257 **NAIC #: 22667** **FEIN #: 952371728**

Mailing Address
P.O. Box 1000
Philadelphia, Pennsylvania 19106
United States

Web: www.chubb.com
Phone: 215-640-1000
View Additional Address Information

AM Best Rating Unit: AMB #: 000012 - Chubb U.S. Group of Insurance Companies
Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.

View additional news, reports and products for this company.

Based on AM Best's analysis, 058303 - Chubb Limited is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category): A++ (Superior)
Affiliation Code: g (Group)
Outlook (or Implication): Stable
Action: Affirmed
Effective Date: December 10, 2021
Initial Rating Date: June 30, 1951

Long-Term Issuer Credit View Definition

Rating (Rating Category): aa+ (Superior)
Outlook (or Implication): Stable
Action: Affirmed
Effective Date: December 10, 2021
Initial Rating Date: August 16, 2005

Financial Size Category View Definition

Financial Size Category: XV ($2 Billion or greater)

u Denotes Under Review Best's Rating

Illinois Union Insurance Company

AMB #: 003510 **NAIC #: 27960** **FEIN #: 362759195**

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Mailing Address
P.O. Box 1000
Philadelphia, Pennsylvania 19106
United States

Web: www.chubb.com
Phone: 215-640-1000
View Additional Address Information

AM Best Rating Unit: AMB #: 000012 - Chubb U.S. Group of Insurance Companies
Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.

View additional news, reports and products for this company.

Based on AM Best's analysis, 058303 - Chubb Limited is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A++ (Superior)
Affiliation Code:	g (Group)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	December 10, 2021
Initial Rating Date:	June 30, 1979

Long-Term Issuer Credit View Definition

Rating (Rating Category):	aa+ (Superior)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	December 10, 2021
Initial Rating Date:	August 16, 2005

Financial Size Category View Definition

Financial Size Category: XV ($2 Billion or greater)
u Denotes Under Review Best's Rating

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MASTER CONSULTANT AGREEMENT

This Consulting 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

AECOM Technical Services, Inc., (Consultant).

2.0 Designated Contact Person as to County:
Linda Morse, Purchasing & Contracts Manager
Department of Management & Budget
3600 W. Sovereign Path, Ste. 266
Lecanto, Florida 34461
Phone: 352-527-5457
Fax: 352-527-5424
Email: linda.morse@citrusbocc.com

3.0 Designated Contact Person as to Consultant:
J. Larry Sauls, Vice President
AECOM Technical Services, Inc.
7650 West Courtney Campbell Causeway
Tampa, Florida, 33607-1462
Phone: 813-675-6728
Fax: 813-517-1975
Email: Larry.Sauls@aecom.com

4.0 Notices: All notices between County and Consultant, as required under the Agreement, shall be by telephone, facsimile, e-mail, mail, or by personal delivery to the respective designated contact person identified above. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

5.0 Entire Agreement: This Agreement, and its associated documents referenced herein, together with any executed Addenda, shall constitute the entire Agreement between Consultant and County (hereinafter referred to as the "Master 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 Master Agreement, (3) provision of any Work Authorization assigned to Consultant (4) provisions of the Purchase Order issued to Consultant, and (5) provisions contained in any governmental regulation incorporated herein by reference. There are no understandings or agreements except as herein expressly stated.

6.0 Agreement Documents:
1. Exhibit A – Consultants Labor Fee Schedule

7.0 Terms of Agreement and Commencement of Services: The Agreement shall begin on January 29, 2022, and shall be effective through September 30, 2025, or until the completion of projects authorized during that period to County's satisfaction. The date that Consultant shall commence the provision of Services shall be the date on which a Purchase Order and a Notice to Proceed is received by Consultant. 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 Master Agreement: The Master Agreement may only be modified or amended upon mutual written agreement of County and Consultant. No oral agreements or representations shall be valid or binding upon County or Consultant. No alteration or modification of the Master Agreement terms shall be valid or binding against County. Consultant may not unilaterally modify the terms of the Master Agreement by affixing additional terms by incorporating such terms onto Consultant's documents forwarded by Consultant for payment. County's processing of documentation on forms furnished by Consultant for approval of payment shall not constitute acceptance of any terms and conditions noted therein.

9.0 Services Provided by Consultant: The Services of Consultant shall be on an as-needed basis for (1) non-construction related projects ("studies") where the estimated cost of the study does not exceed $500,000 or (2) construction related projects where the estimated cost of construction does not exceed $4,000,000 related to Transportation/Roadway Engineering Discipline. Projects assigned to Consultant shall be through a "Work Authorization", which shall be considered a "sub-agreement" to the Master Agreement whereby County and Consultant mutually agree to scope, schedule and price for a project that is assigned to Consultant. Work Authorizations can be issued to Consultant by any County Representative authorized to do so, with the oversight of County's Purchasing Section. All Work Authorizations with a value more than $35,000.00 will require the approval by Citrus County Board of County Commissioners.

9.1 Additional Services: Services that may be required after expiration of the Agreement and Work Authorizations, including, but not limited to, design assistance, construction assistance, and litigation assistance, will be completed within the terms and conditions of this Agreement at the written direction of County. Any additional Services, as well as compensation for such, will be negotiated between the Parties and made part of this Master Agreement through an Amendment to the Agreement.

9.2 Changes in Project Scope: County may at any time, as the need arises, order changes to the project scope of any Work Authorization, without invalidating the Master Agreement. If such changes result in an increase or decrease in Consultant's fees, or in the time required for Consultant to perform the Services, an equitable adjustment shall be authorized by way of an Amendment to the Work Authorization. Any Amendment that results in a change in Consultant's fees more than $35,000.00 will require the approval by County.

9.3 Correction of Work: Consultant shall promptly correct any Services rejected by County for failure to comply with the requirements of the Work Authorization, and this Master Agreement, without additional expense to County. If Consultant does not take action to correct rejected Services within ten (10) calendar days after receipt of written notice from County, County may cancel the Work Authorization and, at its discretion, terminate the Master 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 Work Authorization and the Master Agreement requirements. Consultant shall at all times during the Agreement term remain responsive and responsible. Consultant must be prepared, if requested by County, to present evidence of experience, ability, and financial standing, as well as a statement as to capacity of Consultant for the performance of the provision of the Services covered under any Work Authorization and Agreement. If County determines that (1) Consultant does not meet these qualifying conditions, (2) that the Services do not meet the specified requirements, or (3) that Consultant's performance is untimely, County may terminate the Work Authorization and Master Agreement. All final plans, documents, reports, studies and other data prepared by Consultant shall bear the professional's seal/signature, in accordance with the applicable Florida Statute that governs and Administrative Rules promulgated by the Florida Department of Business and Professional Regulation, and guidelines published by the Department, in effect at the time of execution of this Master Agreement. In the event that changes in the Statute or Rules create a conflict with the requirements of the published guidelines, requirements of the Statute and/or Rules shall take precedence.

9.5 Progress Schedules: Consultant agrees to provide project schedule progress reports for all Work Authorizations in a format acceptable to County and at intervals established by County. County will be entitled at all times to be advised, at its request, as to the status of work being done by Consultant

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under any Work Authorization and of the details thereof. Either party to the Agreement may request and be granted a conference.

9.6 Supervision by Consultant: Consultant shall supervise and direct the performance of Consultant's Services and shall be solely responsible for the means, methods, techniques, sequences, and safety.

9.7 Suspension of Consultant's Services under a Work Authorization Assignment: County may, in its sole discretion, suspend Consultant's Services covered under any Work Authorization assignment, at any time, when in the best interest of County. County shall provide Consultant written notice outlining the particulars of the suspension. Upon receiving a notice of suspension, Consultant and Sub-Consultant shall immediately comply with the notice, stopping all work in-progress and not perform any further Services covered under the Work Authorization assignment. Within ninety (90) days after the notice of suspension, or any longer period agreed to between County and Consultant, County shall either issue a written notice authorizing Consultant to resume the Services or terminate the Work Authorization assignment. If County issues notice to Consultant to resume its Services, Consultant will be allowed a mutually agreed upon extension of time that is directly attributable to the suspension. In the event of suspension, County will be responsible for compensating Consultant only for services satisfactorily completed, or partially completed, up to the date of suspension. Suspension of Consultant's Services shall not entitle Consultant to any loss of anticipated profit under this provision.

9.8 Work Authorizations: Anytime County requires Consultant's Services for a project, County will develop a "conceptual" scope of services for the project and share such with Consultant. Consultant will be required to (a) evaluate the conceptual scope and gather additional information, if necessary, (b) visit and familiarize themselves with the project site, if applicable, and (c) provide County with a Response for the project, which will include a detailed scope of services, a schedule of milestones, and a cost estimate for the project. Response shall be submitted in sufficient detail, as required by County, to allow for the proper evaluation of the Response. If Consultant's Response is deficient in scope or there is insufficient information concerning Consultant's cost estimate, Consultant will be required to provide County with additional information and/or modify the Response to the satisfaction of County. Upon County's acceptance of Consultant's Response (scope, schedule, and fee), Consultant shall prepare a final Response which shall be identified as a "Work Authorization" for execution by County and Consultant. All Services to be performed by Consultant under a Work Authorization shall be to the satisfaction of County. Furthermore, Consultant shall have the responsibility to answer questions, provide County information, and resolve issues that may arise during Consultant's preparation of their Response, as well as negotiate Consultant's scope, schedule, and fee for Project. If, after discussions and negotiations between County and Consultant, County cannot accept Consultant's Response for a particular project, County shall have the right to rescind its request for Consultant's Services and seek the services of another consultant. Under no circumstances shall County be liable to Consultant for any costs incurred by Consultant in preparing their Response regardless of whether County does or does not accept Consultant's Response.

9.8.1 Duration of Work Authorizations: Work Authorizations issued under the Master Agreement will remain in force until completed by Consultant or cancelled by County and time is of the essence of this Master Agreement and each of its provisions.

9.8.2 Notices of Work Authorizations: Work Authorizations are "sub-agreements" to this Agreement whereby County and Consultant mutually agree to the scope, schedule and price of a project that is assigned to Consultant. All notices between County and Consultant concerning Work Authorizations shall be between County and Consultant. Notices shall be in writing and delivered by regular mail, certified mail, courier service, facsimile, and e-mail or personal delivery.

10.0 Compensation to Consultant's Labor Fee Schedule: Compensation to be paid to Consultant for the provision of their Services for Work Authorization assignments shall be based on Consultant's labor fee schedule and if County identifies, or Consultant recommends, any additional Services to be performed by Consultant, or if County authorizes changes in the scope, extent, or character of the Project that result in additional fees, such additional fees shall be mutually negotiated between County and Consultant, and made a part of this Master Agreement by a written Amendment.

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10.1 Changes in Consultants Labor Fee Schedule: Before making any additions or deletions to the work described in the Work Authorizations, and before undertaking any changes or revisions to such work, the parties will negotiate any necessary cost changes and will agree to such through an amendment to the Agreement. In the event that Consultant and County are not able to reach an Agreement as to the amount of compensation to be paid to Consultant for supplemental work desired by County, Consultant will be obligated to proceed with the supplemental work in a timely manner for the amount determined by County to be reasonable. In such event, Consultant will have the right to file a claim with County for such additional amounts as Consultant deems reasonable; however, in no event will the filing of the claim or the resolution or litigation thereof through administrative procedures or the courts relieve Consultant from the obligation to timely perform the supplemental work.

10.2 Compensation in Excess of $195,000: If the compensation to be paid to Consultant, whether by time and material, lump-sum or cost-plus-a-fixed-fee, will exceed the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY FOUR, it is mutually agreed that the following provision will be applicable to this Agreement:

> "Consultant hereby certifies covenants and warrants that wage rates and other factual unit costs provided to County to support the compensation for any Services covered under this Master 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 Work Authorization or Master Agreement. For this purpose, the end of the Master Agreement is the date of final billing or acceptance of the work by County, whichever is later."

10.3 Direct Operating Expenses: Allowable direct operating expenses shall include, but not be limited to, purchase of materials or parts, purchase or lease of equipment, reproduction services, film processing, long distance telephone charges, postal and courier delivery charges, and purchases of other services and/or items as authorized by County in connection with any Work Authorization assignment. Travel, per diem, meals and lodging expenses are not allowable direct operating expenses. Approved direct operating expenses shall be reimbursed to Consultant at actual cost plus fifteen percent (15%) mark-up to cover Consultant's overhead and profit. Reimbursement of direct operating expenses will require Consultant to provide copies of invoices, and/or other documentation to support the expenditure.

11.0 Payment of Payment Requests:

11.1 Payment Requests: Requests for payment for the provision of the Services provided under the Agreement shall be submitted no more frequently than once per month, unless stipulated differently in the Work Authorization assignment. At a minimum, the payment requests shall include the Master Agreement Number, Work Authorization Assignment Number, Purchase Order Number, a description of the Services provided, and the amount of the payment request. All requests for payment shall be submitted in sufficient detail to demonstrate compliance with the terms of the Master Agreement/Work Authorization and to allow for the proper pre-audit and post-audit thereof. Requests for payment that include travel expenses shall be in accordance with Section 112.061, Florida Statutes. County reserves the right to require any information from Consultant that County deems necessary to substantiate claims for remuneration. Upon receipt of Consultant's payment request, County will review such to ensure that it is in proper order, and that the Services covered under the payment request have been completed in accordance with the Work Authorization. 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

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properly received payment request is recorded as received by County, for Services completed to the satisfaction of County.

11.3 Form of Request: If the payment request is not received in proper order, County may reject the payment request within ten (10) business days after the date on which the payment request is recorded as received by County. County shall provide Consultant with a written notification of the rejection specifying the deficiency and corrective measures necessary to make the payment request proper. Upon receipt of a payment request that corrects the deficiency, County shall make payment in accordance with Chapter 218, Part VII of the Florida Statutes "Local Government Prompt Payment Act", or reject the payment request, within ten (10) business days after the date on which the corrected and proper payment request is recorded as received by County.

11.4 Resolution of Payment Request Disputes: In the event of a dispute between Consultant and County concerning the full or partial payment of a payment request, such disagreement shall be finally determined by County. If the dispute between Consultant and County involves a portion of a payment request, the undisputed portion shall be paid by County in a timely manner, as long as the payment request for the undisputed portion is in proper order. Proceedings to resolve the dispute will be commenced within forty-five (45) business days after the date the payment request in dispute was recorded as being received by County and will be concluded by final decision of County within sixty (60) business days after the date on which the payment request was recorded as being received by County. Such procedures do not constitute an administrative proceeding that prohibits a court from deciding de novo any action arising out of the dispute.

11.5 Purchase Order: Although an Agreement will be executed by County and Consultant for the Services through a Work Authorization, a purchase order will also be issued to Consultant for the purpose of facilitating payment to Consultant. Except under an "emergency request", Consultant shall not provide any Services to County until Consultant has received a purchase order from County. Consultant shall be permitted to accept an order to provide Services under an emergency purchase without a purchase order; however, such request from County must be transmitted to Consultant via facsimile or e-mail. The written transmission order must be submitted with any payment request submitted by Consultant for such emergency requests.

11.6 Progress Payments: Consultant may submit progress payment requests to County for partial completion of the Services. If County makes payment of progress payments to Consultant which is attributable to any services provided by any of Consultants suppliers, subconsultants or subcontractors, Consultant shall remit payment for such from the progress payments to those subconsultants or subcontractors. All Services covered by progress payment requests shall become the sole property of County. However, this shall not be construed as relieving Consultant of the sole responsibility for the care and protection of those Services which have been completed, even if Consultant remains in possession and control of such Services, or as a waiver of the right of County to require Consultant to fulfill all of the terms of the Agreement. If Consultant's fee is a "lump sum amount", Consultant shall indicate on each invoice (1) the percentage of work completed, (2) the value of the completed work, based on a percentage of the lump sum amount, (3) the total amount of prior payments received, and (4) the net amount of the payment request, which is the value of the completed work minus the value of prior payments received.

11.7 Payments to Subconsultants: When Consultant receives from County any payment for Services covered under the Agreement, Consultant must pay such moneys received to each sub-Consultant or supplier in proportion to the percentage of the Services completed by each sub-Consultant or supplier within ten (10) business days after Consultant's receipt of the payment. If Consultant receives less than full payment, then Consultant shall be required to disburse only the funds received on a pro rata basis to its sub-Consultants or suppliers, each receiving a prorated portion based on the amount due on the payment. If a sub-Consultant receives payment from Consultant for labor, services or materials furnished by sub-Consultants or suppliers hired by the sub-Consultants, the sub-Consultant must remit payment due to those sub-Consultants or suppliers within seven (7) business days after the sub-Consultant's receipt of payment from Consultant.

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11.8 Records of Costs: Records of costs incurred under terms of this Agreement will be maintained and made available upon request to County at all times during the term of this Agreement and for five (5) years after the expiration or termination of the Agreement. Copies of these documents and records will be furnished to County upon request. Records of costs incurred will include Consultant's general accounting records and the project records, together with supporting documents and records, of Consultant, their subconsultants and subcontractors, performing work on the project, and all other records of Consultant, their subconsultants and subcontractors considered necessary by County for a proper audit of project costs.

11.9 Right to Withhold: Except for issues arising from contract indemnification provisions, County will have the right to retain out of any payment due Consultant under this Agreement an amount sufficient to satisfy any amount due and owing to County by Consultant on any other Agreement between Consultant and County. County may withhold payment on any invoice in the event that Consultant is in default under any provision of this Agreement or any other Agreement between Consultant and County as of the time of processing the invoice or as of the time payment is made available on the invoice. This right to withhold will continue until such time as the default has been cured, and, upon cure, County will have the right to retain an amount equal to the damages suffered as a result of the default.

11.10 Final Payment Once the Project has been completed and Consultant has fulfilled all of the requirements under the Work Authorization and provided there are no existing or pending claims or demands by County against Consultant, Consultant may submit a final payment request to County. Upon receipt of such, and provided the payment request is in order, County shall make final payment to Consultant.

11.11 ACH Enrollment: All Consultants will be required to complete an "Authorization Agreement for ACH Credits Enrollment Form". Payments will be deposited directly into Consultant's bank account. This means there is no need to wait for the check to come in the mail and eliminates the possibility of a lost check. The Clerk's Accounts Payable Department will provide confirmation via email when payments are transmitted, ensuring immediate notification.

12.0 Warranties:

12.1 Warranty of Ability to Perform: Consultant warrants that, to the best of its knowledge, there are no pending or threatened actions, proceedings, investigations, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish Consultant's ability to satisfy its agreement obligations.

12.2 Warranty Against Defects in Workmanship: Consultant shall warrant its Services against defects in materials and workmanship for a minimum period of one (1) year from acceptance of the Services by County. Should any defects in materials or workmanship appear during the warranty period, Consultant shall replace the materials or equipment, or repair or re-do the service, immediately upon receipt of written notice from County, at no additional expense to County. Consultant shall warrant such replaced materials or equipment, or repaired or re-done Services, for a period of one (1) year after acceptance of such by County.

12.3 Warranty of Standard Care: In the performance of professional services, Consultant will use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. Consultant will use due care in performing its Services and will have due regard for acceptable professional standards and principles. Consultant's standard of care shall not be altered by the application, interpretation, or construction of any other provision of this Agreement. If any of the Services performed by Consultant do not comply with the foregoing warranties and County notifies Consultant of such, then Consultant shall (at its sole expense) promptly re-execute the nonconforming Services. All such re-performed Services shall be performed on a mutually agreed schedule. Consultant shall and does hereby assign to County the benefits of any of Consultant's sub-consultant's or Sub-contractor's warranties. Such assignment shall not relieve Consultant of its warranty obligations for performance or standard of care to County under this Agreement.

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12.4 Warranty of Title: Title to any work product that results from Consultant's performance of its Services under the Agreement shall pass to County to the extent of the payments made for such by County, or on the date, that County accepts the completed Services of Consultant. When title passes to County in accordance with the Agreement, Consultant warrants that the work product furnished will be free and clear of all security interests, liens and encumbrances or claims of any party.

13.0 Public Records: Consultant will keep and maintain public records required by County to perform the service. Upon request from County's custodian of public records, Consultant will provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statues, or as otherwise provided by law for a period of five (5) years. Consultant will provide County, Federal Highway Administration (FHWA), Office of Inspector General (OIG) and Florida Department of Transportation (FDOT) access to all records. Consultant will ensure that the public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of the Agreement and following completion of the Agreement if Consultant does not transfer the records to County. Upon completion of the Agreement, Consultant will transfer, at no cost, to County all public records in possession of Consultant or keep and maintain public records required by County to perform the service. If Consultant transfers all public records to County upon completion of the Agreement, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon completion of the Agreement, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County, upon request from County's custodian of public records, in a format that is compatible with the information technology system of County. If Consultant does not comply with County's request for public records, County shall enforce the provisions of the Agreement in accordance with the terms of the Agreement and may cancel the Agreement.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT NANCY JO KINCH, CUSTODIAN OF PUBLIC RECORDS, AT 3600 W. SOVEREIGN PATH, LECANTO, FL 34461; PHONE: (352) 527-5235; EMAIL: NANCY.KINCH@CITRUSBOCC.COM

14.0 Insurance: During the term of the Agreement, Consultant, at its sole expense, shall provide insurance of such a type and with such terms and limits as noted below. Providing and maintaining adequate insurance coverage is a material obligation of Consultant. Consultant shall provide County a certificate(s) of insurance, evidencing such coverage.

14.1 Minimum Insurance Requirements: Pursuant to Section 337.106, Florida Statues, Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives, employees or subconsultants. The coverages, limits or endorsements required herein protect the primary interests of County, and these coverages, limits or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect Consultant against any loss exposures, whether as a result of the project or otherwise. The requirements contained herein, as well as County's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Consultant under this contract.

14.2 Commercial General Liability: Consultant must obtain a General Liability policy with a minimum limit of $1,000,000 per occurrence, and a $2,000,000 general aggregate.

14.3 Automobile Liability: Consultant must obtain coverage for all vehicles for Bodily Injury and Property Damage of not less than $1,000,000 combined single limit each accident. In the event

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Consultant does not own vehicles, Consultant shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

14.4 Workers Compensation and Employer's Liability:

14.4.1 Consultant must obtain Workers Compensation insurance with limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen & Harbor Workers Act. Employer's Liability limits for not less than $100,000 each accident $500,000 disease policy limit and $100,000 disease each employee must be included.

14.4.2 For any officer of a Consultant that has exempt status as an individual, County requires proof of workers compensation insurance coverage for that Consultant/employer/owner's employees. If Consultant/employer/owner or individual has applied for a workers compensation exemption, County does not recognize this exemption to extend to the employees of Consultant/employer/owner.

14.4.3 The purpose of this section is to ensure that all Consultants, subconsultants, sole proprietors, or business entities of any kind who contract with County for provision of goods or services, provide workers' compensation coverage for all employees, and principles of Consultants, subconsultants, sole proprietors, or other business entities. All provisions of this Section shall be construed in accord with this intent.

14.5 Professional Liability and/or Errors and Omissions Liability: Professional (E&O) Liability must be afforded for personal injury and Property Damage for not less than $1,000,000 each claim, $1,000,000 policy aggregate.

14.6 Other Insurance Provisions:

14.6.1 Consultant shall provide a Certificate of Insurance to County with a thirty (30) day notice of cancellation or changes in policy language, ten (10) day notice if cancellation is for nonpayment of premium. The certificate shall indicate if coverage is provided under a "claims-made" or "occurrence" form. If any coverage is provided under a claims-made form, the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

14.6.2 The project's number should be noted on the certificate.

14.6.3 Consultant 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, Consultant shall maintain a Commercial Surety Bond or Letter of Credit in an amount equal to said deductible or self-insured retention.

14.6.4 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.

14.6.5 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 and Professional Liability. The coverage shall contain no special limitation on the scope of protection afforded to County, its officials, employees, or volunteers.

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14.6.6 Consultant's insurance coverage shall be primary insurance as respects County, its officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officials, employees, or volunteers shall be excess of Consultant's insurance and shall be non-contributory.

14.6.7 For all policies of insurance except Professional Liability: Consultant, and its insurance carrier, waive all subrogation rights against County for all losses or damages that occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not. County requires General Liability policies to be endorsed with CG 24 04 Waiver of Transfer of Rights of Recovery Against Others to Us or similar endorsement, and a WC 00 0313 Waiver of our Right to Recover from Others for Workers Compensation coverage.

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

14.6.9 It is Consultant's responsibility to ensure that all subconsultants comply with these insurance requirements. Consultants shall include all subconsultants as insured under its policies or shall furnish separate certificates and endorsements for each sub-consultant. All coverages for subconsultants shall be subject to all of the requirements stated herein.

14.6.10 All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A-.

14.6.11 All Certificates must show that Consultant's policies have been endorsed per the requirements.

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

15.0 Indemnification: Consultant shall indemnify and hold harmless County, their officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Consultant and persons employed or utilized by Consultant, including any subconsultants, in the performance of the construction contract. Neither Consultant nor any of its agents will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of County or any of its officers, agents, or employees. The parties agree that this clause shall not waive the benefits or provisions of Section 768.28, Florida Statutes, or any similar provision of law. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by County, any sums due Consultant under this Agreement may be retained by County until all of County's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by County.

16.0 Change Orders: County may at any time, as the need arises, order changes within the scope of the services without invalidating the Agreement. If such changes result in an increase or decrease in the Contract Price, or in the time required for performance of the Services, an equitable adjustment shall be authorized by way of a Change Order. County also may at any time, by issuing a Field Order, make changes in the details of the Services. Consultant shall proceed with the performance of any changes in the Services so ordered by County unless Consultant believes that such Field Order entitles it to a change in Contract Price or Time, or both, in which event Consultant shall give County written notice thereof within fifteen (15) calendar days after the receipt of the ordered change, and Consultant shall not execute such changes pending the receipt of an executed Change Order or further instruction from County.

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17.0 Termination of Agreement: The Master Agreement or Work Authorization Assignment may be terminated by either party upon giving the other party thirty (30) calendar day's written notice. In the event of termination, County will be responsible for compensating Consultant only for the satisfactorily completed or partially completed Services up to the date of termination. Consultant shall not be entitled to recover any loss of anticipated profit.

18.0 Additional Terms and Conditions:

18.1 Advertising: Subject to Chapter 119, Florida Statutes, Consultant shall not publicly disseminate any information concerning the Master Agreement without prior written approval from County, including, but not limited to mentioning the Master Agreement in a press release or other promotional material, identifying County as a reference, or otherwise linking Consultant's name and either a description of the Master 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 Master Agreement.

18.2 Assignment: Neither County nor Consultant shall sell, assign, or transfer any of its rights, duties or obligations under the Master Agreement without the prior written consent of the other Party. In the event of any assignment, Consultant remains secondarily liable for performance of the Agreement, unless County expressly waives such secondary liability.

18.3 Bankruptcy or Insolvency: Consultant shall promptly notify County in writing of the filing of any voluntary or involuntary petition for bankruptcy and/or of any insolvency of Consultant or any of its subconsultants or subcontractors who are involved in the provision of the Services under this Master Agreement.

18.4 Compliance with Laws: Consultant shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Local, State and Federal agencies having jurisdiction and authority. These laws, shall include, but not be limited to, Chapter 287, Florida Statutes, the Uniform Commercial Code, the Immigration and Nationalization Act, the Americans with Disabilities Act, the United States Occupational Safety and Health Act, the United States Environmental Protection Agency, the State of Florida Department of Environmental Protection, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, sexual orientation, gender identity or expression or veteran's status. Violation of such laws shall be grounds for termination of the Agreement.

18.5 Conflict of Interest: Consultant 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 Master Agreement. Furthermore, Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant to solicit or secure this Master Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Consultant any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant, and its subconsultants at any tier, certify that they have not entered into any contract, sub-contract, or arrangement in connection with the Project covered under this Agreement, or of any property included or planned to be included in the Project, in which any member, officer, of employee of Consultant or its subconsultants, during its tenure, or for two years thereafter, has any interest, direct or indirect. Consultant, and its subconsultants at any tier, shall insert the following provision into each of their contracts and sub-contracts:

"No member, officer, or employee of the subcontractor, during their tenure or for two years thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof."

18.6 Correction of Services: Consultant shall promptly remove from the premises all Services rejected by County for failure to comply with the Contract Documents, whether incorporated into the Project or not, and Consultant shall promptly replace and re-execute the Services in accordance with the Contract Documents and applicable laws (e.g., Americans with Disabilities Act and Florida Building Code), without

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additional expense to County for errors, omissions or deficiencies in the deliverables furnished, produced and or developed by Consultant or any Consultant Representative, and shall bear the expense of making good all Services of other consultant's work destroyed or damaged by such removal or replacement. All removal and replacement of Services shall be done at Consultant's expense. If Consultant does not take action to remove such rejected Services within ten (10) calendar days after receipt of written notice from County, County may remove such Services on their own and store the materials at the expense of Consultant.

18.7 County, State or Federal Funds: The County's performance and obligation to pay under this contract is contingent upon an annual appropriation from state and federal government as well as allocation by the Board of County Commissioners. Additionally, in accordance with Section 216.347, Florida Statutes, and as provided herein, Consultant may not expend any County funds for the purpose of lobbying the legislature, or local, state or federal agencies.

18.8 Debarment: Consultant certifies to the best of their knowledge and belief, that they and their principals 1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Municipal, County, State or Federal department or agency, 2) have not, within a three-year period preceding execution of this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property, 3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated above, 4) have not within a three-year period preceding execution of this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default, and 5) will advise County immediately if their status changes and will provide an explanation for the change in status.

18.9 Direct Purchase: County may purchase materials, equipment and supplies directly from the Consultant's supplier instead of through Contract, forgoing the payment of sales and use taxes.

18.10 Discriminatory Vendor: Consultant certifies that they are not subject to Section 287.134 (2)(a) which specifies that an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity, and may not transact business with public entity.

18.11 Disposal of Wastes: Consultant 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. Consultant shall use only disposal facilities which have proper permits and are in full compliance with all Laws. Consultant agrees that County has the right to reject, for any reason, Consultant's use of any disposal facility.

18.12 Dispute Resolution: For any dispute concerning performance of the Master Agreement or any Work Authorization Assignment, which includes without limitation controversies based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission, County shall attempt to reach a mutual agreement as to the settlement and resolution of the dispute with Consultant. Should a mutual agreement not be reached, County shall render a decision and reduce such to writing and serve a copy on Consultant. The decision shall be final and conclusive.

18.13 Documentation: All tracings, plans, specifications, maps, deliverables, computer files and/or reports prepared or obtained under this Master Agreement and any Work Authorization Assignment, 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 Master Agreement without restriction or limitation on their use (i.e. equipment, services, software, computer

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models, data, routines, technology, and other intellectual property incident to provide the Scope of Services). Upon delivery to County of said document(s), County will become the custodian thereof in accordance with Chapter 119, Florida Statutes. Consultant will not copyright any material and products, trademark, trade secret or patent any invention developed under this Master Agreement. Copies of these documents are not to be sold or distributed to third parties without the written consent of County. This Master Agreement has been prepared by County and reviewed by Consultant and their professional advisors and it is agreed that it should not be interpreted in favor of either County or Consultant or against County or Consultant merely because of their efforts in preparing the Master Agreement. The headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Master Agreement.

18.14 Drug Free Workplace: Consultant certifies that it has in place a Drug-Free Workplace Program in accordance with the Drug-Free Workplace Act of 1988 (41 U.S.C. 702-706).

18.15 Employees, Subconsultants, Subcontractors and Agents: All Consultant employees, subconsultants, subcontractors, or agents performing any of the Services under the Work Authorization and Master Agreement shall be properly trained to meet or exceed any specified training qualifications and has or will secure, at its own expense, all personnel required to perform the Scope of Services required. Upon request, Consultant shall furnish a copy of licenses, certifications, or other proof of qualification. All employees, subconsultants, subcontractors, or agents of Consultant must comply with all security and administrative requirements of County. County may conduct, and Consultant shall cooperate in, a security background check or otherwise assess any employee, sub-consultant, subcontractor, or agent of Consultant. County may refuse access to County Facilities or require replacement of any employee, sub-consultant, subcontractor, or agent of Consultant for cause, including, but not limited to, technical or training qualifications, quality of services, change in security status, or non-compliance with County's security or other requirements. Such refusal shall not relieve Consultant of its obligation to perform all Services in compliance with any Work Authorization and the Agreement. County may reject and bar from any County facility for cause any of Consultant's employees, subconsultants, subcontractors, or agents. County shall have the right to review and approve any subconsultants or subcontractors that are utilized by Consultant in the performance of their Services. Consultant shall be fully responsible to County for the acts and omissions of its subconsultants and subcontractors, and persons directly or indirectly employed by them. It is Consultant's responsibility to ensure that its subconsultants and subcontractors are properly licensed to do business in the State of Florida and Citrus County, as required by law and comply with insurance provisions.

18.16 Environmental Issues: All notifications regarding environmental issues or requirements shall be sent immediately to County's Contact Person. Unless directed otherwise by County, Consultant is not to contact any local, state or federal governmental agencies concerning environmental issues involving the Project Site under any Work Authorization Assignment.

18.17 Equal Employment Opportunity: Consultant shall not discriminate on the basis of race, color, sex, sexual orientation, gender identity, age, national origin, religion, and disability or handicap in accordance with the Provisions of: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000 et seq.), Title VII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), Florida Civil Rights Act of 1992 (§ 760.10 et seq.), Title 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375, Title 49 CFR 23 and Title 49 CFR 26 for Disadvantaged Business Enterprises, Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.), Title 49 CFR 21 and Title 49 CFR 23, Nondiscrimination on the basis of handicap, Title 49 CFR 27, Americans with Disabilities Act of 1990 (42 U.S.C. 12102, et. seq.), Federal Fair Labor Standards Act (29 U.S.C. § 201, et seq.), and any other Federal and State discrimination statutes. Consultant shall furnish pertinent information regarding its employment policies and practices as well as those of their proposed subconsultants as the Secretary of Labor, or County may require. The above shall be required of any sub-consultant hired by Consultant. All Equal Employment Opportunity requirements shall be included in all non-exempt subconsultants entered into by Consultant. Sub-contracts entered into by Consultant shall also include all other applicable labor provisions. No sub-contract shall be awarded to any non-complying sub-consultant. Additionally, Consultant shall insert in its sub-contracts a clause requiring subconsultants to include these provisions

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in any lower tier sub-contracts that may in turn be made. Consultant shall comply with all state laws and local ordinances, except that any preferential consideration of local in-state subconsultants is NOT allowed.

18.18 E-Verification System: Consultant shall comply with the Executive order No. 12989 as amended, and Executive Order No. 11-116, and agrees to utilize the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of: (1) all persons employed by Consultant during the contract term to perform any duties within Florida, and; (2) all persons, including subconsultants, assigned by Consultant to perform work pursuant to this Agreement. Consultants meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.

18.19 Force Majeure Event: Consultant shall not be considered to be in default in the performance of its obligations under this Master Agreement and Work Authorization Assignment, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligation is prevented or delayed by any cause, existing or future, which is beyond the reasonable control, and not a result of the fault or negligence of the affected party (a "Force Majeure Event"). If a party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such party shall immediately provide notice to the other party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include, but not be limited to acts of civil or military authority (including courts or regulatory agencies), acts of God (excluding normal or seasonal weather conditions), war, riot, or insurrection, inability to obtain required permits or licenses, hurricanes, and severe floods.

18.20 Governing Law and Venue: The Master 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 Master Agreement, the jurisdiction and venue of such action shall be an appropriate State Court in Citrus County, Florida.

18.21 Governmental Restrictions: If Consultant believes that any governmental restrictions have been imposed that require alteration of the methods used in the performance of the Services, Consultant shall immediately notify County in writing, indicating the specific restriction. County reserves the right, and the complete discretion, to accept any such alteration or to cancel the Master Agreement and/or Work Authorization Assignments at no further expense to County.

18.22 Immigration and Nationality Act: Consultant shall comply with all immigration laws as outlined in 8 USC § 1324a - Unlawful employment of aliens. County will not intentionally award County contracts to any Consultant who knowingly employs unauthorized Alien workers. Any violation of the employment provisions outlined in the Immigration and Nationality Act throughout the term of any Agreement with County may result in immediate termination of the Agreement. County will consider the employment of unauthorized aliens a violation of Section 274A (e) of the Immigration and Nationality Act. Such violation will be cause for unilateral cancellation of the Agreement, by County, if Consultant knowingly employs unauthorized aliens.

18.23 Inspection, Performance, Supervision: County reserves the right to inspect the Services provided by Consultant, whether partially or fully completed, at any time, as deemed appropriate by County for the purpose of ensuring Consultant's performance under the Master Agreement. Such inspections performed by County, shall not be construed as a final approval of Consultant's Service, and shall not relieve Consultant from its obligations under the Master Agreement or any Work Authorization Assignment. County reserves the right to inspect, at any reasonable time with prior notice, Consultant's facilities to assess conformity of the provision of the Services with the Master Agreement or Work Authorization Assignment requirements. County reserves the right to investigate or inspect, at any time, whether the provision of the Services complies with the Master Agreement or Work Authorization Assignment requirements. Consultant shall at all times during the Master

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Agreement term remain responsive and responsible. Consultant must be prepared, if requested by County, to present evidence of experience, ability, and financial standing, as well as a statement as to capacity of Consultant for the performance of the provision of the Services covered under the Master Agreement and Work Authorization Assignments. If County determines that Consultant does not meet these qualifying conditions, or that the Services proposed to be furnished do not meet the specified requirements, or that performance is untimely, County may terminate the Work Authorization Assignment or Master 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 Master Agreement, but should County elect to do so, Consultant is not relieved from fulfilling all Master Agreement requirements. Consultant shall supervise and direct the performance of its Services and shall be solely responsible for the means, methods, techniques, sequences, and safety of construction. Consultant will employ and maintain at the Project Site a supervisor or superintendent who shall have been designated in writing by Consultant as Consultant's representative at the Project Site. The supervisor or superintendent shall have full authority to act on behalf of Consultant and all communications given to the supervisor or superintendent shall be as binding as if given directly to Consultant. The supervisor or superintendent shall be present on the Project Site at all times as required to perform adequate supervision and coordination of Consultant's Services. County reserves the right to enter into Agreements with other firms or entities to assist County with its review of the deliverables, any project component(s) and the work.

18.24 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.

18.25 Lawful Claims and Demands: Should any outstanding claims by subconsultants or suppliers incurred in the performance of the Services materialize after County has made Payment to Consultant, Consultant will indemnify and save County harmless from such claims. Acceptance by Consultant of payment shall be and shall operate as a release to County of all claims and all liabilities to Consultant, other than claims in stated amounts as may be specifically excepted by Consultant for things done or furnished in connection with the provision of the Services, and for every act and neglect of County and others relating to or arising out of the provision of the Services covered under this Master Agreement or Work Authorization Assignments. Any payment, however final or otherwise, shall not release Consultant or its sureties from any obligations under the Master Agreement.

18.26 Lobbying: Consultant shall not, in connection with the Agreement, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any County officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any County officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, Services, employment, or contracts of any kind.

18.27 Local Preference: Not Applicable in this Agreement

18.28 Materials, Services, and Facilities: It is understood that, except as otherwise specifically stated in the Contract Documents, Consultant shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the Services within the specified time.

18.29 Non-Collusion: Consultant agrees that neither it, nor any of its officers, partners, agents, or employees have entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of a free competitive solicitation in connection with this Master Agreement, and that Consultant intends to do the work with its own bonafide employees or subconsultants and has not provided a Response for the benefit of another consultant. Furthermore, Consultant certifies that its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for

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any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to submitting a Response on any public contract.

18.30 Patent and Copyright Responsibility: Any material, design or supplied specified by Consultant or supplied by Consultant pursuant to this Agreement shall not knowingly infringe any patent or copyright, and Consultant shall be solely responsible for securing any necessary licenses required for patented or copyrighted material utilized by Consultant in the performance of the services.

18.31 Project Site Conditions: Consultant shall be deemed to have examined the Project Site, if applicable and to have secured full knowledge of all conditions under which the Services are to be executed and completed.

18.32 Protection of Persons: Consultant will be responsible for the safety of its employees and the employees of its subconsultants and subcontractors, during the provision of their Services. Consultant will be responsible for initiating, maintaining, and supervising all safety programs in connection with the provision of their Services in accordance with applicable safety standards and regulations, as promulgated by the United States Occupational Safety and Health Act and those of County. Consultant shall report promptly to County any accident or unusual occurrence during the performance of the Services, including personal injury or death to any Consultant employee, sub-consultant or subcontractor employee or any member of the public, or any damage to any of County's property, the Project Site, or adjacent property.

18.33 Public Entity Crime: Pursuant to 287.133, Florida Statute, person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, response, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, response, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, responses, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

18.34 Relationship: Consultant is an independent Contractor to County in performing its Services under this Master Agreement and is not an employee, agent, joint-venture, or partner of County.

18.35 Risk of Loss: Until the Services have been accepted by County, risk of loss or damage to any work product, whether partially or fully completed, that is associated with the Services shall remain with Consultant.

18.36 Schedules, Reports and Records: Consultant shall submit to County cost schedules, progress schedules, estimates, records, reports, and any other data, as related to the provision of the Services covered under the Master Agreement or Work Authorization Assignment. Furthermore, County reserves the right to inspect and audit Consultant's books and records relating to the Agreement, when deemed appropriate by County. All schedules, reports and records of Consultant, as they relate to the Master Agreement or Work Authorization Assignment, shall be retained by Consultant for a period of five (5) years from the date of final payment under the Master Agreement.

18.37 Scrutinized Companies: Consultant certifies that it is not listed on (a) the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statues, or is engaged in a boycott of Israel; (b) the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or (c) is engaged in business operations in Cuba or Syria. Consultant further understands and accepts that any contract issued as a result of this Response shall be subject to Section 287.135, Florida Statutes, and subject to immediate termination by County in the event there is any misrepresentation or false certification on the part of Consultant.

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18.38 Security and Confidentiality: Consultant shall comply fully with all security procedures of County in the performance of the Master Agreement. Consultant shall not divulge to third parties any information obtained by Consultant or its agents, subconsultants, subcontractors, officers or employees in the course of the provision of the Services without written consent of County. However, Consultant shall be permitted to release information to third parties if such information is publicly available through no fault of Consultant, information that Consultant developed independently without relying on County's information, or information that is otherwise obtainable under State and Federal law as a public record. To ensure confidentiality, Consultant shall take appropriate steps as to its personnel, agents, subconsultants and subcontractors. The warranties of this paragraph shall survive the Master Agreement.

18.39 Severability: If a court deems any provision of this Master Agreement void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

18.40 Survival: All express representations, waivers, indemnifications, and limitations of liability included in this Master Agreement will survive its completion or termination for any reason.

18.41 Taxes: Consultant shall pay all sales, consumer, use and other similar taxes required to be paid by Consultant in accordance with the laws and regulations of the State of Florida which are applicable to the provision of the Services under the Master Agreement or Work Authorization Assignment. County will not pay for any personal property taxes levied on Consultant or for any taxes levied on Consultant's employees' wages. County is a political subdivision of the State of Florida and holds a State of Florida Sales Tax Exemption Certificate (No. 85-8012621778C-1). All purchases made by County directly from a dealer, distributor or manufacturer are exempt from sales, consumer, use and other similar taxes.

18.42 Waiver: The delay or failure by County to exercise or enforce any of its rights under this Master 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.

18.43 Workforce Labor: County believes that the hiring of workforce labor by Consultants to whom County awards contracts should, to the maximum extent, be citizens within its boundaries that are unemployed or seeking work for the first time. To that extent, County has agreed to notify Career Source CLM of all awards involving construction and other types of services. Career Source CLM is a local business-led organization that plans and coordinates quality employment and training services for businesses and individual career seekers in Citrus County. Consultant will be contacted by Career Source CLM, to discuss hiring through its staff and services. Consultant's participation with Career Source CLM is not required as a condition of this Agreement, but rather an opportunity for greater support for the community of Citrus County and Consultant in hiring assistance.

19.0 Authority: Each person signing the Master Agreement warrants that he or she is duly authorized, qualified, duly organized to do business under the laws of the State of Florida and to bind the respective party to the Master Agreement.

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Attachment: 3-8-22 Agenda Docs-AECOM (19964 : RFQ 21-095 Continuing Contract for Professional Engineering Services)

IN WITNESS WHEREOF, this Agreement is accepted by the Parties as of the date noted below.

AECOM TECHNICAL SERVICES, INC.

Signature of Witness (1)

MARTIN A. PEATE
Printed Name of Witness (1)

By: _____
J. LARRY SAULS, VICE PRESIDENT

Signature of Witness (2)

Steven Henriquez
Printed Name of Witness (2)

STATE OF Florida

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 14 day of February, 2022, by J. Larry Sauls as Vice President of AECOM Technical Services who is ☒ personally known to me or ☐ who produced _____ as identification.

Witness my hand and official seal this 14 day of February, 2022.

Official use only

NOTARY PUBLIC Signature
Printed Name: Diane Kline
Commission No.: _____
Expiration Date: _____

SEAL

DIANE KLINE
Notary Public - State of Florida
Commission # HH 091863
My Comm. Expires May 9, 2025
Bonded through National Notary Assn.

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

ATTEST:

BY: _____
RONALD E. KITCHEN, JR., CHAIRMAN

ANGELA VICK, CLERK

DATE: _____

Attachment: 3-8-22 Agenda Docs-AECOM (19964 : RFQ 21-095 Continuing Contract for Professional Engineering Services)

AECOM

AECOM
7650 W Courtney Campbell Cswy
Tampa, FL 33607
813-286-1711

RFQ 21-095
Citrus County Continuing Services Contract

Rate Schedule

Office:	Hourly Rate
Principal	$294.00
Project Manager	$247.00
Senior Engineer	$211.00
Project Engineer	$180.00
Engineer	$154.00
Senior Planner	$193.00
Planner	$121.00
Senior Landscape Architect	$171.00
Landscape Architect	$116.00
Senior Architect	$179.00
Architect	$140.00
GIS Specialist	$114.00
GIS Technician	$108.00
Senior Environmental Scientist	$137.00
Environmental Scientist	$121.00
Senior Cost/Specification Specialist	$179.00
Cost/Specification Specialist	$146.00
Structural Technician	$151.00
Senior Technician	$121.00
Technician	$105.00
Document Production Specialist	$99.00
Senior Creative Imaging Technician	$233.00
Creative Imaging Technician	$124.00
Secretary/Clerical	$80.00

Field:	Hourly Rate
CEI Senior Project Engineer	$248.00
CEI Project Administrator	$155.00
CEI Contract Support Specialist	$107.00
CEI Senior Inspector	$110.00
CEI Inspector	$73.00
CEI Inspector Aide	$57.00

Attachment: 3-8-22 Agenda Docs-AECOM (19964 : RFQ 21-095 Continuing Contract for Professional Engineering Services)

ECHO
UTILITY ENGINEERING & SURVEY
ECHO UES, Inc.
Grow, Inspire, Make a Difference

RFQ 21-095
Citrus County Continuing Services Contract

Rate Schedule

Office Classifications		
Project Manager	$	227.72
Principal Surveyor	$	227.72
Project Surveyor	$	140.82
Field Crew Supervisor	$	127.17
Senior Utility Coordinator	$	118.16
Survey CADD Technician	$	87.92
Administrative Assistant	$	77.50

Field Crews (8-hour day)		
2 Person SUE Crew	$	1,542.83
3 Person SUE Crew	$	1,875.36
2 Person Survey Crew	$	1,120.41
3 Person Survey Crew	$	1,470.67
4 Person Survey Crew	$	1,820.92

Attachment: 3-8-22 Agenda Docs-AECOM (19964 : RFQ 21-095 Continuing Contract for Professional Engineering Services)

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HYATT SURVEY SERVICES, INC.
RATE SCHEDULE
(2022: AECOM - Citrus County)

BILLING UNIT	HOURLY RATE*
Field Crews:	
Field Survey Crew: (1 Person)	**$ 105.00**
Field Survey Crew: (2 Person)	**$ 140.00**
Field Survey Crew: (3 Person)	**$ 175.00**

Note: All Field Crew rates include either robotic total station or RTK GPS equipment.

Hydrographic Survey Crew:	
Single Beam Surveys:	**$ 1,600.00/day**
Multi Beam Surveys:	**$ 2,400.00/day**

Note: Hydrographic Survey Crew rate includes all personnel and equipment for an 8 hour day.

Office:	
Survey Technician	**$ 115.00**
Professional Surveyor & Mapper	**$ 145.00**
Senior Professional Surveyor & Mapper	**$ 175.00**
Administrative Assistant:	**$ 50.00**
Additional Equipment:	
SHERP ATV: (w/o operator)	**$ 800.00/day**
Marshmaster: (w/o operator)	**$ 500.00/day**
Airboat: (w/o operator)	**$ 450.00/day**
4WD ATV/UTV:	**$ 100.00/day**

***Note:** Labor rates shown above do not include reimbursable costs.

December 16, 2021

AECOM
7650 W. Courtney Campbell Causeway
Tampa, Florida 33607
Attention: Mr. Matt Lewis, P.E.

RE: Rate Package Information
Citrus County
RFQ 21-095 – Continuing Contract for
Professional Engineering Services
Tierra Project No.: 6511-21-409

Mr. Lewis:

Tierra, Inc. appreciates the opportunity to be of service to AECOM and Citrus County. The attached Rate Package was prepared in General Accordance with Tierra's latest approved Audit Information.

Tierra appreciates the opportunity to be of service to you. If you have any questions regarding the attached, please contact us at your earliest convenience.

Respectfully Submitted
TIERRA, INC.

Larry P. Moore, P.E.
Principal Geotechnical Engineer

Attachment: 3-8-22 Agenda Docs-AECOM (19964 : RFQ 21-095 Continuing Contract for Professional Engineering Services)

TIERRA FEE SCHEDULE

Attachment: 3-8-22 Agenda Docs-AECOM (19964 : RFQ 21-095 Continuing Contract for Professional Engineering Services)

Item Description	Unit	Unit Price
101-Aggregate Carbonates & Organic Matter FM 5-514	Test	$ 150.00
102-Aggregate Org. Impurities S& for Concrete AASHTO T21	Test	$ 55.00
103-Aggregate Shell Content of Coarse Aggregate FM 5-555	Test	$ 105.00
104-Aggregate Sieve Anlsys of Fine & Coarse AASHTO T27	Test	$ 75.00
105-Aggregate Soundness AASHTO T104	Test	$ 330.00
106-Aggregate Specific Gravity/Absorption Coarse AASHTO T85	Test	$ 92.00
107-Aggregate Total Moisture Content by Drying AASHTO T255	Test	$ 44.00
108-Aggregate Unit Mass & Voids AASHTO T19	Test	$ 55.00
109-Aggregate Specific Gravity/Absorption Fine AASHTO T84	Test	$ 105.00
200-Asphalt Bulk Specific Gravity FM 1-T166	Test	$ 55.00
201-Asphalt Content FM 5-563	Test	$ 145.00
204-Asphalt Gradation FM 1-T030	Test	$ 85.00
206-Asphalt Los Angeles (LA) Abrasion Coarse Agg FM 3-C535	Test	$ 365.00
207-Asphalt Los Angeles (LA) Abrasion Small Agg FM 1-T096	Test	$ 315.00
300-Concrete Beam Flexural Testing ASTM C78	Test	$ 60.00
301-Concrete Compressive Strength of Grout\Mortar ASTM C109	Test	$ 33.00
302-Concrete Cylinder Curing, Capping & Breaking ASTM C39	Test	$ 35.00
303-Concrete Drilled Cores & Sawed Beams ASTM C42	Test	$ 60.00
401-Geo Auger Borings- Hand & Truck/Mud Bug	LF	$ 11.20
402-Geo Auger Borings- Track	LF	$ 15.40
403-Geo Backhoe (Owned)	Day	$ 1,200.00
405-Geo Barge (Owned)	Day	$ 3,010.00
407-Geo Chainsaw (Owned)	Day	$ 82.00
415-Geo Double Ring Infiltration ASTM D3385	Each	$ 575.00
416-Geo Dozer (Owned)	Day	$ 1,600.00
418-Geo Drill Crew Support Vehicle	Day	$ 270.00
422-Geo Extra SPT Samples-Barge/Track/Amphibious 000-050 Ft	Each	$ 105.00
423-Geo Extra SPT Samples-Barge/Track/Amphibious 050-100 Ft	Each	$ 105.00
424-Geo Extra SPT Samples-Barge/Track/Amphibious 100-150 Ft	Each	$ 120.00
425-Geo Extra SPT Samples-Barge/Track/Amphibious 150-200 Ft	Each	$ 120.00
427-Geo Extra SPT Samples-Truck/Mud Bug 000-050 Ft	Each	$ 105.00
428-Geo Extra SPT Samples-Truck/Mud Bug 050-100 Ft	Each	$ 105.00
429-Geo Extra SPT Samples-Truck/Mud Bug 100-150 Ft	Each	$ 120.00
430-Geo Extra SPT Samples-Truck/Mud Bug 150-200 Ft	Each	$ 120.00
432-Geo Field Permeability 0-10 Ft (Open - End Borehole Method)	Each	$ 335.00
434-Geo Ground Penetrating Radar (GPR)	Hour	$ 315.00
435-Geo Grout Boreholes- Barge/Track/Amphibious 000-050 Ft	LF	$ 8.50
436-Geo Grout Boreholes- Barge/Track/Amphibious 050-100 Ft	LF	$ 11.25
437-Geo Grout Boreholes- Barge/Track/Amphibious 100-150 Ft	LF	$ 17.25
438-Geo Grout Boreholes- Barge/Track/Amphibious 150-200 Ft	LF	$ 25.00
440-Geo Grout Boreholes- Truck/Mud Bug 000-050 Ft	LF	$ 6.25
441-Geo Grout Boreholes- Truck/Mud Bug 050-100 Ft	LF	$ 8.00
442-Geo Grout Boreholes- Truck/Mud Bug 100-150 Ft	LF	$ 13.10
443-Geo Grout Boreholes- Truck/Mud Bug 150-200 Ft	LF	$ 18.00
445-Geo Grouted Monitor Well 2" 000-050 Ft	LF	$ 33.00
450-Geo Piezometer 2" 000-050 Ft	LF	$ 44.00
453-Geo Rock Coring Barge/Track/Amphibious 000-050 Ft less than 4" ID	LF	$ 62.00
455-Geo Rock Coring Barge/Track/Amphibious 050-100 Ft less than 4" ID	LF	$ 78.00

Attachment: 3-8-22 Agenda Docs-AECOM (19964 : RFQ 21-095 Continuing Contract for Professional Engineering Services)

Item Description	Unit	Unit Price
457-Geo Rock Coring Barge/Track/Amphibious 100-150 Ft less than 4" ID	LF	$ 85.00
459-Geo Rock Coring Barge/Track/Amphibious 150-200 Ft less than 4" ID	LF	$ 105.00
463-Geo Rock Coring Truck/Mud Bug 000-050 Ft less than 4" ID	LF	$ 45.00
465-Geo Rock Coring Truck/Mud Bug 050-100 Ft less than 4" ID	LF	$ 55.00
467-Geo Rock Coring Truck/Mud Bug 100-150 Ft less than 4" ID	LF	$ 60.00
473-Geo SPT Barge/Track/Amphibious 000-050 Ft	LF	$ 22.00
474-Geo SPT Barge/Track/Amphibious 050-100 Ft	LF	$ 28.90
475-Geo SPT Barge/Track/Amphibious 100-150 Ft	LF	$ 53.00
476-Geo SPT Barge/Track/Amphibious 150-200 Ft	LF	$ 70.00
478-Geo SPT Truck-Mud Bug 0-50 Ft	LF	$ 15.50
479-Geo SPT Truck-Mud Bug 50-100 Ft	LF	$ 18.10
480-Geo SPT Truck-Mud Bug 100-150 Ft	LF	$ 32.00
481-Geo SPT Truck-Mud Bug 150-200 Ft	LF	$ 42.00
483-Geo Temp Casing 3" Barge/Track/Amphibious 0-050 Ft	LF	$ 14.50
484-Geo Temp Casing 3" Barge/Track/Amphibious 50-100 Ft	LF	$ 17.50
485-Geo Temp Casing 3" Barge/Track/Amphibious 100-150 Ft	LF	$ 21.00
486-Geo Temp Casing 3" Barge/Track/Amphibious 150-200 Ft	LF	$ 26.00
488-Geo Temp Casing 3" Truck/Mud Bug 000-050 Ft	LF	$ 10.30
489-Geo Temp Casing 3" Truck/Mud Bug 050-100 Ft	LF	$ 14.00
490-Geo Temp Casing 3" Truck/Mud Bug 100-150 Ft	LF	$ 17.50
491-Geo Temp Casing 3" Truck/Mud Bug 150-200 Ft	LF	$ 22.00
515-Geo Undisturbed Samples Barge/Track/Amphibious 000-050 Ft	Each	$ 225.00
516-Geo Undisturbed Samples Barge/Track/Amphibious 050-100 Ft	Each	$ 250.00
517-Geo Undisturbed Samples Barge/Track/Amphibious 100-150 Ft	Each	$ 305.00
518-Geo Undisturbed Samples Barge/Track/Amphibious 150-200 Ft	Each	$ 360.00
519-Geo Undisturbed Samples Truck/Mud Bug 000-050 Ft	Each	$ 200.00
520-Geo Undisturbed Samples Truck/Mud Bug 050-100 Ft	Each	$ 210.00
521-Geo Undisturbed Samples Truck/Mud Bug 100-150 Ft	Each	$ 220.00
522-Geo Undisturbed Samples Truck/Mud Bug 150-200 Ft	Each	$ 260.00
525-Geo Well Development	Hour	$ 182.00
531-Geo Truck/Mudbug Drill Rig and Crew (2-person)	Hour	$ 190.00
532-Geo Truck/Mudbug Drill Rig and Crew (3-person)	Hour	$ 270.00
533-Geo Track/Barge Drill Rig and Crew (2-person)	Hour	$ 190.00
534-Geo Track/Barge Drill Rig and Crew (3-person)	Hour	$ 270.00
535-Geo Clearing Equip- Tractor, Bush Hog Attachment	Day	$ 1,400.00
536-Geo Clearing Equip-Skid Steer/ASV, ForestMulching Attach	Day	$ 1,600.00
537-Geo Clearing Equip-Skid Steer/ASV, Brush Cutter Attach	Day	$ 1,600.00
538-Geo Clearing Equipment	Day	$ 2,100.00
539-Geo Wash Boring for Rock Cores 0-50 Ft	LF	$ 10.00
540-Geo Wash Boring for Rock Cores 50-100 Ft	LF	$ 12.25
541-Geo Wash Boring for Rock Cores 100-150 Ft	LF	$ 22.00
608 Mobilization Drill Rig Amphibious	Each	$ 10,750.00
609-Geo Mobilization Drill Rig Barge Mount	Each	$ 9,500.00
610-Geo Mobilization Drill Rig Track Mount	Each	$ 3,250.00
612-Geo Mobilization Drill Rig Truck Mount	Each	$ 510.00
614-Geo Mobilization Mudbug/All Terrain Vehicle	Each	$ 780.00
618-Geo Mobilization Support Boat	Each	$ 500.00
619-Geo Mobilization Tri-Pod	Each	$ 1,310.00

Attachment: 3-8-22 Agenda Docs-AECOM (19964 : RFQ 21-095 Continuing Contract for Professional Engineering Services)

Item Description	Unit	Unit Price
620-Mobilization of Clearing Equipment	Each	$ 600.00
701-MOT Attenuator Truck	Hour	$ 208.00
702-MOT Channelizing Devices - Type I, II, VP, Drum (each)	Each	$ 5.00
706-MOT Portable Sign	Each	$ 45.00
708-MOT Provide Channelizing Devices - Cone	Each	$ 5.00
710-MOT Shadow Vhcle w/ Adv. Warning Arrow & Attenuator	Hour	$ 280.00
712-MOT Support Vehicle	Hour	$ 155.00
Asphalt and Concrete Pavement Coring		
209-Asphalt Pavement Coring – 4" dia with Base Depth Check	Each	$ 125.00
210-Asphalt Pavement Coring – 4" dia without Base Depth Check	Each	$ 110.00
211-Asphalt Pavement Coring – 6" dia with Base Depth Check	Each	$ 125.00
212-Asphalt Pavement Coring – 6" dia without Base Depth Check	Each	$ 110.00
305-Concrete Pavement Coring - 4" Dia	Each	$ 110.00
306-Concrete Pavement Coring - 6" Dia	Each	$ 110.00
603-Mobilization Asphalt Coring equipment	Each	$ 250.00
606-Mobilization Concrete Coring	Each	$ 250.00
Maintenance of Traffic (at cost)	Day	
Geotechnical Soil Laboratory Testing		
800-Soils Chloride Soil or Water (FM 5-552)	Test	$ 110.00
803-Soils Consolidation - Constant Strain (ASTM D4186)	Test	$ 580.00
804-Soils Consolidation - Extended Load Increments (AASHTO T216)	Day	$ 150.00
805-Soils Corrosion Series (FM 5-550 through 5-553)	Test	$ 305.00
806-Soils Direct Shear Consolidated Drained/ Point AASHTO T 236	Test	$ 355.00
810-Soils Limerock Bearing Ratio (LBR)(FM 5-515)	Test	$ 350.00
811-Soils Liquid Limit (AASHTO T 89)	Test	$ 60.00
812-Soils Materials Finer than 200 Sieve (FM 1-T011)	Test	$ 45.00
817-Soils Moisture Content Laboratory (AASHTO T 265)	Test	$ 15.50
819-Soils Organic Content Ignition (FM 1 T-267)	Test	$ 46.00
821-Soils Particle Size Analysis (AASHTO T 88) (Including Hydrometer)	Test	$ 200.00
822-Soils Particle Size Analysis (AASHTO T 88) (No Hydrometer)	Test	$ 70.00
823-Soils Permeability Constant Head (AASHTO T 215)	Test	$ 320.00
824-Soils Permeability Falling Head (FM 5-513)	Test	$ 300.00
825-Soils pH Soil or Water (FM 5-550)	Test	$ 39.00
826-Soils Plastic Limit & Plasticity Index (AASHTO T 90)	Test	$ 70.00
827-Soils Proctor Modified (FM 1-T 180)	Test	$ 124.00
828-Soils Proctor Standard (AASHTO T 99)	Test	$ 120.00
829-Soils Resistivity Soil or Water (FM 5-551)	Test	$ 58.00
832-Soils Splitting Tensile Strength of Rock Cores (ASTM D3967)	Test	$ 145.00
833-Soils Sulfate Soil or Water (FM 5-553)	Test	$ 70.00
838-Soils Unconfined Compression - Rock (ASTM D7012, Method C)	Test	$ 138.00
Contamination Services		
Arsenic (Method 6010/7471)	Each	$ 9.00
Asbestos Samples	Each	$ 15.00
BTEX and MTBE (Method 8260)	Each	$ 65.00
Chlorinated Herbicides (Method 8151)	Each	$ 100.00
Drilling Permit Costs IE DEP	Each	$ 250.00
EDR Report	Each	$ 500.00
Field Sampling Kit (soil)	Each	$ 75.00

Attachment: 3-8-22 Agenda Docs-AECOM (19964 : RFQ 21-095 Continuing Contract for Professional Engineering Services)

Item Description	Unit	Unit Price
Field Sampling Survey Kit (water)	Each	$ 75.00
Flagman and Barricades 2-Man Crew Own Equipment	Day	$ 1,080.00
Handheld GPS	Per Day	$ 80.34
Mercury Individual (Method 6010/7471)	Each	$ 25.00
Organic Vapor Analyzer (OVA)	Day	$ 150.00
Organochlorine Pesticides (Method 8081)	Each	$ 100.00
Organophosphorous Pesticides (Method 8141)	Each	$ 125.00
Polyaromatic Hydrocarbons (Method 8270)	Each	$ 100.00
Polychlorinated Biphenals (8082)	Each	$ 75.00
Power Auger Boring (includes decontamination to a depth of 25 feet)	Foot	$ 11.90
RCRA 8 Metals (Method 6010/7471)	Each	$ 65.00
RCRA Metals Individual (Method 6010/7471)	Each	$ 9.00
Semi-Volatiles (Method 8270)	Each	$ 200.00
Site Clearing to Access Boring or Test Locations	Hour	$ 210.00
SPLP/TCLP Metals	Each	$ 198.00
TPH Method FL-Pro	Each	$ 65.00
Ultr Low Trace Mercury GW Individual (Method 1631)	Each	$ 75.00
Volatile Organics (Method 8260)	Each	$ 95.00
Volatile Organics BTEX/MTBE(Method 8260)	Each	$ 60.00
Construction Materials Testing/Facilities Consulting and Testing Services		
Project Manager	Hour	$ 190.00
Senior Engineer	Hour	$ 190.00
Threshold Inspector	Hour	$ 190.00
Threshold Inspector's Representative	Hour	$ 85.00
Senior Project Engineer	Hour	$ 161.00
Engineering Technician	Hour	$ 68.00
Sr Engineering Technician	Hour	$ 83.00
Asphalt Plant Inspector	Hour	$ 75.00
Concrete Core Compression	Test	$ 65.00
Chloride Testing	Test	$ 220.00
Petrographic Testing (basic)	Test	$ 1,400.00
Masonry Block Testing - Compressive Strength (hollow)	Each	$ 65.00
Concrete Compressive Strength	Cylinder	$ 18.50
Grout Prism Testing	Set	$ 85.00
2x2 Cube Compressive Strength	Set	$ 70.00
Concrete Core Compressive Strength (includes Trimming and Capping)	Each	$ 65.00
Bitumen Extraction	Test	$ 120.00
Bitumen Gradation	Test	$ 90.00
Rice Specific Gravity	Each	$ 95.00
Laboratory Thickness and Density of Cores	Each	$ 38.00
Facilities Consulting and Testing Services		
Water Leakage Field Check		
AAMA 501.2 Spray Nozzle Testing (Max. 25' x 1-story)	Day	$ 1,000.00
ASTM D5957 Flood Testing Horizontal Waterproofing Installations (per roof)	Sq. Foot	$ 3.00
Chambered Water Penetration Testing		
ASTM E1105 Field Determination of Water Penetration of Installed Exterior Windows, Skylights, Doors and Curtain Walls (Max 10' x 10')	Each	$ 550.00
ASTM E1646 Water Penetration of Exterior Metal Roof Panel Systems (Max 10' x 10')	Each	$ 550.00

Attachment: 3-8-22 Agenda Docs-AECOM (19964 : RFQ 21-095 Continuing Contract for Professional Engineering Services)

Item Description	Unit	Unit Price
ASTM C1601 Field Determination of Water Penetration of Masonry Wall Surfaces (Max 10' x 10')	Each	$ 550.00
Chambered Air Infiltration Testing		
ASTM E783 Field Measurement of Air Leakage through Installed Exterior Windows and Doors (Max 10' x 10')	Each	$ 450.00
ASTM E1680 Test Method for Rate of Air Leakage through Exterior Metal Roof Panel Systems (Max 10' x 10')	Each	$ 450.00
Air Leakage Testing		
ASTM E1186 Air Leakage Site Detection in Building Envelopes and Air Barrier Systems - Bubble Gun	Area	$ 350.00
ASTM E741 Air Change by Means of a Tracer Gas Dilution	Day	$ 1,000.00
ASTM E779 Air Leakage Rate by Fan Pressurization	Sq. Foot	$ 0.55
ASTM E1827 Airtightness of Buildings using Orifice Blower Door	Sq. Foot	$ 0.55
Flooring Preparation		
ANSI/NFSI B101 Walkway Surface Audit (Walkway Slip Resistance)	Each	$ 135.00
ASTM E1155 (FF) Floor Flatness and (FL) Floor Levelness Numbers	Day	$ 650.00
ASTM F710 Prepare Concrete Floor to Receive Resilient Flooring (Alkalinity Testing)	Each	$ 35.00
ASTM F1869 Moisture Vapor Emission Rate of Concrete Subfloor using Anhydrous Calcium Chloride	Each	$ 55.00
ASTM F2170 Relative Humidity in Concrete Floor Slab using in-situ Probes	Each	$ 68.75
Adhesion Testing		
ASTM C1401 Structural Sealant Glazing	Each	$ 25.00
ASTM C1521 Evaluating Adhesion of Installed Weatherproofing Sealant Joints	Each	$ 25.00
ASTM C1736 Non-Destructive Evaluation of Adhesion of Installed Weatherproofing Sealant Joints using a Rolling Device	Each	$ 25.00
ASTM D3359 Rating Adhesion by Tape Test	Each	$ 25.00
ASTM D4541D7234 Pull-off Strength of Coatings using Portable Adhesion Testers	Area	$ 350.00
Coating Thickness Field Check		
ASTM E2924 Intumescent Coatings	Member	$ 155.00
ASTM B499 Measurement of Coating Thickness by Magnetic Method: Nonmagnetic Coatings on Magnetic Metals	Area	$ 155.00
ASTM D6132 Nondestructive Measurement of Dry Film Thickness of Applied Organic Coatings Using an Ultrasonic Gauge	Area	$ 155.00
Load Testing		
TAS 124-11 Field Uplift Resistance of Existing Membrane Roof Systems	Each	$ 575.00
TAS 105-98 Field Withdrawl Resistance Testing	Each	$ 55.00
ASTM E196 Gravity Load Testing of Floors and Low Slope Roofs	Each	$ 450.00
ASTM E455 Static Load Testing of Framed Floor or Roof Diaphragm Constructions	Each	$ 325.00
ASTM E2359 Field Pull Testing of In-Place EIFS Clad Wall Assembly	Each	$ 575.00
ASTM E3121 Field Testing of Anchors in Concrete or Masonry	Each	$ 275.00
ASTM C1583 Tensile Strength of Concrete Surfaces and Bond Strength by Direct Tension	Each	$ 325.00
ANSI/SPRI FX-1 Field Test to Determine Withdrawl Resistance of Roofing Fasteners	Each	$ 55.00
ANSI/SPRI IA-1 Field Test to Determine Uplift Resistance of Insulation	Each	$ 575.00
Fall Arrest Anchor Load Testing - Comply with OSHA and ASSE	Each	$ 375.00
Evaluations and Quality Assurance		
Thermography Moisture Survey (1st 50,000SF)	Day	$ 1,200.00
Water Intrusion Investigation	Day	$ 950.00
Pre/Post Construction Property Condition Assessments (fee based on Sq. Footage of Structure and Structure Type)	Day	
ADA Compliance Assessment	Day	$ 950.00
Vibration / Noise Monitoring	Day	$ 650.00

Attachment: 3-8-22 Agenda Docs-AECOM (19964 : RFQ 21-095 Continuing Contract for Professional Engineering Services)

Item Description	Unit	Unit Price
GPR Concrete Reinforcement Location	Day	$ 1,200.00
Building Envelope Evaluation with Aerial Drone	Day	$ 1,200.00
Professional Services		
QA Site Observations of Building Envelope Components	Hour	$ 90.00
Administration	Hour	$ 45.00
Project Management	Hour	$ 105.00
Roofing/Waterproofing Consulting	Hour	$ 120.00
Engineering and Technical Support Services		
Chief Engineer	Hour	$ 201.69
Chief Scientist	Hour	$ 161.79
Senior Engineer	Hour	$ 182.51
Engineer	Hour	$ 172.79
Engineering Intern	Hour	$ 88.77
Senior Engineering Technician	Hour	$ 94.91
Engineering Technician	Hour	$ 75.96
Senior Designer	Hour	$ 116.54
Secretary/Clerical	Hour	$ 78.22

Attachment: 3-8-22 Agenda Docs-AECOM (19964 : RFQ 21-095 Continuing Contract for Professional Engineering Services)

Board of County Commissioners

DEPARTMENT OF PUBLIC WORKS
DIVISION OF ENGINEERING
3600 W. Sovereign Path, Suite 241
Lecanto, Florida 34461

Telephone: (352) 527-5446 Fax: (352) 527-5482
Citrus Springs/Dunnellon/Inglis/Yankeetown area - Toll Free (352) 489-2120
TTY Telephone: (352) 527-0825 or (352) 527-5312

TO: Linda Morse, Purchasing & Contracts Manager

THRU: Randall Olney P.E., Department of Public Works Director RSO

FROM: Brian Kauffman P.E., Engineering Division Director BCK

DATE: Friday, December 03, 2021

RE: RFQ 21-095 Continuing Contracts for Professional Engineering Services

Based upon the attached RFQ 21-095 summary scores, please develop continuing contracts with the top three ranked companies in each discipline as summarized below.

General Civil
- Cardno, Inc.
- Dyer, Riddle, Mills & Precourt, Inc.
- Kimley-Horn and Associates, Inc.

Aviation and Airport Engineering
- American Infrastructure Development, Inc.
- GAI Consultants, Inc.
- Infrastructure Consulting & Engineering, PLLC

Transportation/ Roadway Engineering
- Dyer, Riddle, Mills & Precourt, Inc.
- Cardno, Inc.
- AECOM Technical Services, Inc.

Stormwater Management/ NPDS/ Watershed Studies
- Cardno, Inc
- Dyer, Riddle, Mills & Precourt, Inc.
- Hanson Professional Services, Inc.

Geotechnical Engineer/ Environmental/ Construction Administration
- Tierra, Inc.
- Michael G. Czerwinski, P.A.
- PSI

BCK/bck

Attachment: RFQ 21-095 Agenda Docs (19964 : RFQ 21-095 Continuing Contract for Professional Engineering Services)

PROCUREMENT AUTHORIZATION FORM

FOR PURCHASES IN EXCESS OF $ 35,000

Only complete the sections that apply and leave the rest blank. The last two pages are only if requesting an RFP/RFI/RFQ. Once completed send to Linda Morse at linda.morse@citrusbocc.com or interoffice mail.

(USE THE TAB KEY TO MOVE BETWEEN FIELDS)

NAME OF PROJECT: Request for Statement of Qualifications: Continuing Contract for Professional Services
(Two lines maximum)

DEPARTMENT / DIVISION: Public Works / Engineering

ACCOUNT NUMBER:
(Four lines maximum)

BUDGET AMOUNT:

FINANCING REQUIRED: YES ☐ NO ☑ **GRANT FUNDED:** YES ☐ NO ☑

DESCRIPTION OF COMMODITY / SERVICE / PROJECT AND JUSTIFICATION FOR EXPENDITURE:

The Citrus County Board of County Commissioners (County) , in compliance with the Consultants Competitive Negotiation Act (287.055 Florida Statutes), invites Letters of Interest and Statements of Qualifications from firms (or individual professionals), having qualifications and experience in providing various professional Engineering Services

The County's Engineering Division is responsible for the evaluation, planning, design, permitting, and construction of various Aviation, Stormwater and Transportation projects. As such, the Division routinely has the need to engage the services of various professionals to assist with tasks customarily associated with these projects . This project involves engaging firms (or individual professionals), on continuing contract basis, to assist with specific tasks as they are identified.

REQUESTOR (SIGNATURE) _____ **DATE** _____

REQUESTOR (PRINT NAME) Brian Kauffman **DATE** _____

DIVISION DIRECTOR Brian Kauffman **DATE** 5/17/21

DEPARTMENT DIRECTOR _____ **DATE** 5/19/21

MANAGEMENT & BUDGET DIRECTOR Cpcott **DATE** 5·20·2021

Attachment: RFQ 21-095 Agenda Docs (19964 : RFQ 21-095 Continuing Contract for Professional Engineering Services)

Continuing Contract for Professional Engineering Services
RFQ 21-095
Summary Scores

Criteria	Company Information and Qualifications	Personnel Proposed and Qualifications	Technical Strength and Support Capability	Specifications and Approach to the Services to be Performed	Professional Service Discipline Matrix	Other Forms, Documents and Information	Total
Weight	**20.00**	**20.00**	**20.00**	**20.00**	**15.00**	**5.00**	**100.00**
Discipline General Civil							
Cardno, Inc.	19.33	19.33	18.67	18.33	14.67	5.00	95.33
Dyer, Riddle, Mills & Precourt, Inc.	19.33	19.33	18.00	18.33	15.00	5.00	95.00
Kimley-Horn and Associates, Inc.	18.67	19.00	18.33	17.67	14.00	4.67	92.33
Causseaux Hewett & Walpole, Inc.	17.67	18.33	17.67	18.00	13.67	5.00	90.33
EXP US Services Inc	18.33	17.33	17.33	17.33	13.67	5.00	89.00
Discipline Aviation and Airport Engineering							
American Infrastructure Development, Inc.	19.67	19.33	19.33	19.00	14.67	4.67	96.67
GAI Consultants, Inc.	19.00	19.00	18.67	18.33	15.00	5.00	95.00
Infrastructure Consulting & Engineering, PLLC	19.67	18.67	18.33	18.33	14.67	4.67	94.33
Hanson Professional Services Inc.	18.67	18.33	18.00	17.67	14.67	5.00	92.33
EXP US Services Inc	18.33	17.67	17.00	18.00	13.67	5.00	89.67
Kimley-Horn and Associates, Inc.	18.00	17.67	17.00	18.33	14.00	4.67	89.67
Discipline Transportation / Roadway Engineering							
Dyer, Riddle, Mills & Precourt, Inc.	19.33	18.33	17.67	18.33	15.00	5.00	93.67
Cardno, Inc.	19.33	18.33	17.67	18.33	14.33	5.00	93.00
AECOM Technical Services, Inc.	18.67	18.67	18.00	18.33	14.00	4.67	92.33
Causseaux Hewett & Walpole, Inc.	18.67	18.00	18.00	17.67	14.33	5.00	91.67
Infrastructure Consulting & Engineering, PLLC	18.67	18.33	17.67	17.67	14.00	4.67	91.00
Mott MacDonald Florida, LLC	18.00	18.67	17.67	17.67	14.00	5.00	91.00
Kimley-Horn and Associates, Inc.	18.33	17.67	17.00	18.67	14.00	4.67	90.33
Baslee Engineering Solutions Inc.	17.33	17.67	17.33	17.33	14.00	5.00	88.67
Greenman-Pedersen, Inc.	18.00	17.33	17.00	17.33	14.00	5.00	88.67
EXP US Services Inc	18.33	17.67	17.00	16.67	13.67	5.00	88.33
Discipline Stormwater Management / NPDES / Watershed Studies							
Cardno, Inc.	19.00	19.33	18.67	19.00	14.33	5.00	95.33
Dyer, Riddle, Mills & Precourt, Inc.	19.00	18.33	18.67	18.00	15.00	5.00	94.00
Hanson Professional Services Inc.	19.00	19.00	18.33	18.33	14.33	5.00	94.00
Applied Sciences Consulting, Inc.	18.67	18.67	18.67	18.33	14.00	4.33	92.67
Kimley-Horn and Associates, Inc.	19.00	18.33	17.67	18.33	14.00	4.67	92.00
Causseaux Hewett & Walpole, Inc.	18.33	18.00	17.00	17.67	13.67	5.00	89.67
Greenman-Pedersen, Inc.	18.00	17.00	18.00	17.33	14.00	5.00	89.33
EXP US Services Inc	18.00	17.33	17.00	17.33	13.67	5.00	88.33
Discipline Geotechnical Engineering / Environmental / Construction Administration							
Michael G. Czerwinski, P.A.	19.67	19.33	18.00	18.33	14.67	5.00	95.00
Tierra, Inc.	19.33	18.67	18.67	18.67	14.67	5.00	95.00
PSI	19.33	18.67	18.00	18.00	14.67	5.00	93.67
Geo-Technologies, Inc.	19.00	18.33	17.67	17.33	14.33	5.00	91.67
Central Testing Lab	18.67	18.33	17.33	17.33	13.33	5.00	90.00
Baslee Engineering Solutions Inc.	17.67	17.67	17.33	17.33	13.67	5.00	88.67
EXP US Services Inc	17.33	17.33	17.33	17.33	13.67	5.00	88.00

Attachment: RFQ 21-095 Agenda Docs (19964 : RFQ 21-095 Continuing Contract for Professional Engineering Services)

Continuing Contract for Professional Engineering Services RFQ 21-095 Summary Scores							
Criteria	Company Information and Qualifications	Personnel Proposed and Qualifications	Technical Strength and Support Capability	Specifications and Approach to the Services to be Performed	Professional Service Discipline Matrix	Other Forms, Documents and Information	Total
Weight	**20.00**	**20.00**	**20.00**	**20.00**	**15.00**	**5.00**	**100.00**
Discipline General Civil							
Cardno, Inc.	19.33	19.33	18.67	18.33	14.67	5.00	95.33
Dyer, Riddle, Mills & Precourt, Inc.	19.33	19.33	18.00	18.33	15.00	5.00	95.00
Kimley-Horn and Associates, Inc.	18.67	19.00	18.33	17.67	14.00	4.67	92.33
Causseaux Hewett & Walpole, Inc.	17.67	18.33	17.67	18.00	13.67	5.00	90.33
EXP US Services Inc	18.33	17.33	17.33	17.33	13.67	5.00	89.00
Discipline Aviation and Airport Engineering							
American Infrastructure Development, Inc.	19.67	19.33	19.33	19.00	14.67	4.67	96.67
GAI Consultants, Inc.	19.00	19.00	18.67	18.33	15.00	5.00	95.00
Infrastructure Consulting & Engineering, PLLC	19.67	18.67	18.33	18.33	14.67	4.67	94.33
Hanson Professional Services Inc.	18.67	18.33	18.00	17.67	14.67	5.00	92.33
EXP US Services Inc	18.33	17.67	17.00	18.00	13.67	5.00	89.67
Kimley-Horn and Associates, Inc.	18.00	17.67	17.00	18.33	14.00	4.67	89.67
Discipline Transportation / Roadway Engineering							
Dyer, Riddle, Mills & Precourt, Inc.	19.33	18.33	17.67	18.33	15.00	5.00	93.67
Cardno, Inc.	19.33	18.33	17.67	18.33	14.33	5.00	93.00
AECOM Technical Services, Inc.	18.67	18.67	18.00	18.33	14.00	4.67	92.33
Causseaux Hewett & Walpole, Inc.	18.67	18.00	18.00	17.67	14.33	5.00	91.67
Infrastructure Consulting & Engineering, PLLC	18.67	18.33	17.67	17.67	14.00	4.67	91.00
Mott MacDonald Florida, LLC	18.00	18.67	17.67	17.67	14.00	5.00	91.00
Kimley-Horn and Associates, Inc.	18.33	17.67	17.00	18.67	14.00	4.67	90.33
Baslee Engineering Solutions Inc.	17.33	17.67	17.33	17.33	14.00	5.00	88.67
Greenman-Pedersen, Inc.	18.00	17.33	17.00	17.33	14.00	5.00	88.67
EXP US Services Inc	18.33	17.67	17.00	16.67	13.67	5.00	88.33
Discipline Stormwater Management / NPDES / Watershed Studies							
Cardno, Inc.	19.00	19.33	18.67	19.00	14.33	5.00	95.33
Dyer, Riddle, Mills & Precourt, Inc.	19.00	18.33	18.67	18.00	15.00	5.00	94.00
Hanson Professional Services Inc.	19.00	19.00	18.33	18.33	14.33	5.00	94.00
Applied Sciences Consulting, Inc.	18.67	18.67	18.67	18.33	14.00	4.33	92.67
Kimley-Horn and Associates, Inc.	19.00	18.33	17.67	18.33	14.00	4.67	92.00
Causseaux Hewett & Walpole, Inc.	18.33	18.00	17.00	17.67	13.67	5.00	89.67
Greenman-Pedersen, Inc.	18.00	17.00	18.00	17.33	14.00	5.00	89.33
EXP US Services Inc	18.00	17.33	17.00	17.33	13.67	5.00	88.33
Discipline Geotechnical Engineering / Environmental / Construction Administration							
Michael G. Czerwinski, P.A.	19.67	19.33	18.00	18.33	14.67	5.00	95.00
Tierra, Inc.	19.33	18.67	18.67	18.67	14.67	5.00	95.00
PSI	19.33	18.67	18.00	18.00	14.67	5.00	93.67
Geo-Technologies, Inc.	19.00	18.33	17.67	17.33	14.33	5.00	91.67
Central Testing Lab	18.67	18.33	17.33	17.33	13.33	5.00	90.00
Baslee Engineering Solutions Inc.	17.67	17.67	17.33	17.33	13.67	5.00	88.67
EXP US Services Inc	17.33	17.33	17.33	17.33	13.67	5.00	88.00

Attachment: RFQ 21-095 Agenda Docs (19964 : RFQ 21-095 Continuing Contract for Professional Engineering Services)

Continuing Contract for Professional Engineering Services
RFQ 21-095
Scores-Discipline-Aviation and Airport Engineering

Criteria (Zero scores are Consultants that did not submit a response for this discipline)	Company Information and Qualifications	Personnel Proposed and Qualifications	Technical Strength and Support Capability	Specifications and Approach to the Services to be Performed	Professional Service Discipline Matrix	Other Forms, Documents and Information	Total
Weight	**20.00**	**20.00**	**20.00**	**20.00**	**15.00**	**5.00**	**100.00**
AECOM Technical Services, Inc.	0	0	0	0	0	0	0
American Infrastructure Development, Inc.	**19.67**	**19.33**	**19.33**	**19.00**	**14.67**	**4.67**	**96.67**
Roger Ingall	**19.00**	**18.00**	**18.00**	**18.00**	**14.00**	**4.00**	**91.00**
Brian Kauffman	**20.00**	**20.00**	**20.00**	**20.00**	**15.00**	**5.00**	**100.00**
Randall Olney	**20.00**	**20.00**	**20.00**	**19.00**	**15.00**	**5.00**	**99.00**
Applied Sciences Consulting, Inc.	0	0	0	0	0	0	0
Baslee Engineering Solutions Inc.	0	0	0	0	0	0	0
Cardno, Inc.	0	0	0	0	0	0	0
Causseaux Hewett & Walpole, Inc.	0	0	0	0	0	0	0
Central Testing Lab	0	0	0	0	0	0	0
Dyer, Riddle, Mills & Precourt, Inc.	0	0	0	0	0	0	0
EXP US Services Inc	**18.33**	**17.67**	**17.00**	**18.00**	**13.67**	**5.00**	**89.67**
Roger Ingall	**18.00**	**18.00**	**17.00**	**17.00**	**14.00**	**5.00**	**89.00**
Brian Kauffman	**17.00**	**17.00**	**17.00**	**17.00**	**12.00**	**5.00**	**85.00**
Randall Olney	**20.00**	**18.00**	**17.00**	**20.00**	**15.00**	**5.00**	**95.00**
GAI Consultants, Inc.	**19.00**	**19.00**	**18.67**	**18.33**	**15.00**	**5.00**	**95.00**
Roger Ingall	**17.00**	**18.00**	**18.00**	**18.00**	**15.00**	**5.00**	**91.00**
Brian Kauffman	**20.00**	**19.00**	**19.00**	**19.00**	**15.00**	**5.00**	**97.00**
Randall Olney	**20.00**	**20.00**	**19.00**	**18.00**	**15.00**	**5.00**	**97.00**
Geo-Technologies, Inc.	0	0	0	0	0	0	0
Greenman-Pedersen, Inc.	0	0	0	0	0	0	0
Hanson Professional Services Inc.	**18.67**	**18.33**	**18.00**	**17.67**	**14.67**	**5.00**	**92.33**
Roger Ingall	**17.00**	**18.00**	**18.00**	**17.00**	**15.00**	**5.00**	**90.00**
Brian Kauffman	**19.00**	**19.00**	**17.00**	**18.00**	**14.00**	**5.00**	**92.00**
Randall Olney	**20.00**	**18.00**	**19.00**	**18.00**	**15.00**	**5.00**	**95.00**
Infrastructure Consulting & Engineering, PLLC	**19.67**	**18.67**	**18.33**	**18.33**	**14.67**	**4.67**	**94.33**
Roger Ingall	**19.00**	**18.00**	**18.00**	**18.00**	**14.00**	**4.00**	**91.00**
Brian Kauffman	**20.00**	**18.00**	**18.00**	**18.00**	**15.00**	**5.00**	**94.00**
Randall Olney	**20.00**	**20.00**	**19.00**	**19.00**	**15.00**	**5.00**	**98.00**
Kimley-Horn and Associates, Inc.	**18.00**	**17.67**	**17.00**	**18.33**	**14.00**	**4.67**	**89.67**
Roger Ingall	**16.00**	**17.00**	**16.00**	**17.00**	**14.00**	**4.00**	**84.00**
Brian Kauffman	**18.00**	**18.00**	**18.00**	**18.00**	**13.00**	**5.00**	**90.00**
Randall Olney	**20.00**	**18.00**	**17.00**	**20.00**	**15.00**	**5.00**	**95.00**
Michael G. Czerwinski, P.A.	0	0	0	0	0	0	0
Mott MacDonald Florida, LLC	0	0	0	0	0	0	0
PSI	0	0	0	0	0	0	0
Tierra, Inc.	0	0	0	0	0	0	0

Attachment: RFQ 21-095 Agenda Docs (19964 : RFQ 21-095 Continuing Contract for Professional Engineering Services)

Continuing Contract for Professional Engineering Services

RFQ 21-095

Scores-Discipline-General Civil

Criteria (Zero scores are Consultants that did not submit a response for this discipline)	Company Information and Qualifications	Personnel Proposed and Qualifications	Technical Strength and Support Capability	Specifications and Approach to the Services to be Performed	Professional Service Discipline Matrix	Other Forms, Documents and Information	Total
Weight	**20.00**	**20.00**	**20.00**	**20.00**	**15.00**	**5.00**	**100.00**
AECOM Technical Services, Inc.	0	0	0	0	0	0	0
American Infrastructure Development, Inc.	0	0	0	0	0	0	0
Applied Sciences Consulting, Inc.	0	0	0	0	0	0	0
Baslee Engineering Solutions Inc.	0	0	0	0	0	0	0
Cardno, Inc.	**19.33**	**19.33**	**18.67**	**18.33**	**14.67**	**5.00**	**95.33**
Roger Ingall	18.00	19.00	18.00	18.00	14.00	5.00	92.00
Brian Kauffman	20.00	20.00	20.00	20.00	15.00	5.00	100.00
Randall Olney	20.00	19.00	18.00	17.00	15.00	5.00	94.00
Causseaux Hewett & Walpole, Inc.	**17.67**	**18.33**	**17.67**	**18.00**	**13.67**	**5.00**	**90.33**
Roger Ingall	15.00	17.00	16.00	16.00	13.00	5.00	82.00
Brian Kauffman	18.00	18.00	18.00	18.00	13.00	5.00	90.00
Randall Olney	20.00	20.00	19.00	20.00	15.00	5.00	99.00
Central Testing Lab	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Dyer, Riddle, Mills & Precourt, Inc.	**19.33**	**19.33**	**18.00**	**18.33**	**15.00**	**5.00**	**95.00**
Roger Ingall	18.00	18.00	17.00	17.00	15.00	5.00	90.00
Brian Kauffman	20.00	20.00	18.00	19.00	15.00	5.00	97.00
Randall Olney	20.00	20.00	19.00	19.00	15.00	5.00	98.00
EXP US Services Inc	**18.33**	**17.33**	**17.33**	**17.33**	**13.67**	**5.00**	**89.00**
Roger Ingall	18.00	17.00	17.00	17.00	14.00	5.00	88.00
Brian Kauffman	17.00	17.00	17.00	17.00	12.00	5.00	85.00
Randall Olney	20.00	18.00	18.00	18.00	15.00	5.00	94.00
GAI Consultants, Inc.	0	0	0	0	0	0	0
Geo-Technologies, Inc.	0	0	0	0	0	0	0
Greenman-Pedersen, Inc.	0	0	0	0	0	0	0
Hanson Professional Services Inc.	0	0	0	0	0	0	0
Infrastructure Consulting & Engineering, PLLC	0	0	0	0	0	0	0
Kimley-Horn and Associates, Inc.	**18.67**	**19.00**	**18.33**	**17.67**	**14.00**	**4.67**	**92.33**
Roger Ingall	17.00	18.00	17.00	17.00	14.00	4.00	87.00
Brian Kauffman	19.00	19.00	19.00	18.00	13.00	5.00	93.00
Randall Olney	20.00	20.00	19.00	18.00	15.00	5.00	97.00
Michael G. Czerwinski, P.A.	0	0	0	0	0	0	0
Mott MacDonald Florida, LLC	0	0	0	0	0	0	0
PSI	0	0	0	0	0	0	0
Tierra, Inc.	0	0	0	0	0	0	0

Attachment: RFQ 21-095 Agenda Docs (19964 : RFQ 21-095 Continuing Contract for Professional Engineering Services)

Continuing Contract for Professional Engineering Services
RFQ 21-095
Scores-Discipline-Geotechnical Engineering / Environmental / Construction Administration

Criteria (Zero scores are Consultants that did not submit a response for this discipline)	Company Information and Qualifications	Personnel Proposed and Qualifications	Technical Strength and Support Capability	Specifications and Approach to the Services to be Performed	Professional Service Discipline Matrix	Other Forms, Documents and Information	Total
Weight	**20.00**	**20.00**	**20.00**	**20.00**	**15.00**	**5.00**	**100.00**
AECOM Technical Services, Inc.	0	0	0	0	0	0	0
American Infrastructure Development, Inc.	0	0	0	0	0	0	0
Applied Sciences Consulting, Inc.	0	0	0	0	0	0	0
Baslee Engineering Solutions Inc.	**17.67**	**17.67**	**17.33**	**17.33**	**13.67**	**5.00**	**88.67**
Roger Ingall	**16.00**	**17.00**	**16.00**	**17.00**	**14.00**	**5.00**	**85.00**
Brian Kauffman	**17.00**	**17.00**	**17.00**	**17.00**	**12.00**	**5.00**	**85.00**
Randall Olney	**20.00**	**19.00**	**19.00**	**18.00**	**15.00**	**5.00**	**96.00**
Cardno, Inc.	0	0	0	0	0	0	0
Causseaux Hewett & Walpole, Inc.	0	0	0	0	0	0	0
Central Testing Lab	**18.67**	**18.33**	**17.33**	**17.33**	**13.33**	**5.00**	**90.00**
Roger Ingall	**19.00**	**18.00**	**17.00**	**18.00**	**13.00**	**5.00**	**90.00**
Brian Kauffman	**17.00**	**17.00**	**17.00**	**17.00**	**12.00**	**5.00**	**85.00**
Randall Olney	**20.00**	**20.00**	**18.00**	**17.00**	**15.00**	**5.00**	**95.00**
Dyer, Riddle, Mills & Precourt, Inc.	0	0	0	0	0	0	0
EXP US Services Inc	**17.33**	**17.33**	**17.33**	**17.33**	**13.67**	**5.00**	**88.00**
Roger Ingall	**17.00**	**17.00**	**17.00**	**17.00**	**14.00**	**5.00**	**87.00**
Brian Kauffman	**17.00**	**17.00**	**17.00**	**16.00**	**12.00**	**5.00**	**84.00**
Randall Olney	**18.00**	**18.00**	**18.00**	**19.00**	**15.00**	**5.00**	**93.00**
GAI Consultants, Inc.	0	0	0	0	0	0	0
Geo-Technologies, Inc.	**19.00**	**18.33**	**17.67**	**17.33**	**14.33**	**5.00**	**91.67**
Roger Ingall	**19.00**	**18.00**	**18.00**	**18.00**	**15.00**	**5.00**	**93.00**
Brian Kauffman	**18.00**	**17.00**	**17.00**	**18.00**	**13.00**	**5.00**	**88.00**
Randall Olney	**20.00**	**20.00**	**18.00**	**16.00**	**15.00**	**5.00**	**94.00**
Greenman-Pedersen, Inc.	0	0	0	0	0	0	0
Hanson Professional Services Inc.	0	0	0	0	0	0	0
Infrastructure Consulting & Engineering, PLLC	0	0	0	0	0	0	0
Kimley-Horn and Associates, Inc.	0	0	0	0	0	0	0
Michael G. Czerwinski, P.A.	**19.67**	**19.33**	**18.00**	**18.33**	**14.67**	**5.00**	**95.00**
Roger Ingall	**19.00**	**18.00**	**18.00**	**18.00**	**14.00**	**5.00**	**92.00**
Brian Kauffman	**20.00**	**20.00**	**17.00**	**18.00**	**15.00**	**5.00**	**95.00**
Randall Olney	**20.00**	**20.00**	**19.00**	**19.00**	**15.00**	**5.00**	**98.00**
Mott MacDonald Florida, LLC	**0**	**0**	**0**	**0**	**0**	**0**	**0**
PSI	**19.33**	**18.67**	**18.00**	**18.00**	**14.67**	**5.00**	**93.67**
Roger Ingall	**18.00**	**18.00**	**18.00**	**18.00**	**14.00**	**5.00**	**91.00**
Brian Kauffman	**20.00**	**18.00**	**17.00**	**18.00**	**15.00**	**5.00**	**93.00**
Randall Olney	**20.00**	**20.00**	**19.00**	**18.00**	**15.00**	**5.00**	**97.00**
Tierra, Inc.	**19.33**	**18.67**	**18.67**	**18.67**	**14.67**	**5.00**	**95.00**
Roger Ingall	**18.00**	**17.00**	**19.00**	**18.00**	**14.00**	**5.00**	**91.00**
Brian Kauffman	**20.00**	**20.00**	**20.00**	**20.00**	**15.00**	**5.00**	**100.00**
Randall Olney	**20.00**	**19.00**	**17.00**	**18.00**	**15.00**	**5.00**	**94.00**

Attachment: RFQ 21-095 Agenda Docs (19964 : RFQ 21-095 Continuing Contract for Professional Engineering Services)

Continuing Contract for Professional Engineering Services
RFQ 21-095
Scores-Discipline-Stormwater Management / NPDES / Watershed Studies

Criteria (Zero scores are Consultants that did not submit a response for this discipline)	Company Information and Qualifications	Personnel Proposed and Qualifications	Technical Strength and Support Capability	Specifications and Approach to the Services to be Performed	Professional Service Discipline Matrix	Other Forms, Documents and Information	Total
Weight	**20.00**	**20.00**	**20.00**	**20.00**	**15.00**	**5.00**	**100.00**
AECOM Technical Services, Inc.	0	0	0	0	0	0	0
American Infrastructure Development, Inc.	0	0	0	0	0	0	0
Applied Sciences Consulting, Inc.	**18.67**	**18.67**	**18.67**	**18.33**	**14.00**	**4.33**	**92.67**
Roger Ingall	**18.00**	**18.00**	**19.00**	**18.00**	**14.00**	**3.00**	**90.00**
Brian Kauffman	**18.00**	**18.00**	**18.00**	**18.00**	**13.00**	**5.00**	**90.00**
Randall Olney	**20.00**	**20.00**	**19.00**	**19.00**	**15.00**	**5.00**	**98.00**
Baslee Engineering Solutions Inc.	0	0	0	0	0	0	0
Cardno, Inc.	**19.00**	**19.33**	**18.67**	**19.00**	**14.33**	**5.00**	**95.33**
Roger Ingall	**17.00**	**19.00**	**18.00**	**18.00**	**14.00**	**5.00**	**91.00**
Brian Kauffman	**20.00**	**20.00**	**19.00**	**19.00**	**14.00**	**5.00**	**97.00**
Randall Olney	**20.00**	**19.00**	**19.00**	**20.00**	**15.00**	**5.00**	**98.00**
Causseaux Hewett & Walpole, Inc.	**18.33**	**18.00**	**17.00**	**17.67**	**13.67**	**5.00**	**89.67**
Roger Ingall	**16.00**	**17.00**	**16.00**	**16.00**	**13.00**	**5.00**	**83.00**
Brian Kauffman	**19.00**	**18.00**	**18.00**	**18.00**	**13.00**	**5.00**	**91.00**
Randall Olney	**20.00**	**19.00**	**17.00**	**19.00**	**15.00**	**5.00**	**95.00**
Central Testing Lab	0	0	0	0	0	0	0
Dyer, Riddle, Mills & Precourt, Inc.	**19.00**	**18.33**	**18.67**	**18.00**	**15.00**	**5.00**	**94.00**
Roger Ingall	**17.00**	**17.00**	**17.00**	**16.00**	**15.00**	**5.00**	**87.00**
Brian Kauffman	**20.00**	**20.00**	**20.00**	**20.00**	**15.00**	**5.00**	**100.00**
Randall Olney	**20.00**	**18.00**	**19.00**	**18.00**	**15.00**	**5.00**	**95.00**
EXP US Services Inc	**18.00**	**17.33**	**17.00**	**17.33**	**13.67**	**5.00**	**88.33**
Roger Ingall	**17.00**	**17.00**	**17.00**	**18.00**	**14.00**	**5.00**	**88.00**
Brian Kauffman	**17.00**	**17.00**	**17.00**	**17.00**	**12.00**	**5.00**	**85.00**
Randall Olney	**20.00**	**18.00**	**17.00**	**17.00**	**15.00**	**5.00**	**92.00**
GAI Consultants, Inc.	0	0	0	0	0	0	0
Geo-Technologies, Inc.	0	0	0	0	0	0	0
Greenman-Pedersen, Inc.	**18.00**	**17.00**	**18.00**	**17.33**	**14.00**	**5.00**	**89.33**
Roger Ingall	**17.00**	**17.00**	**17.00**	**17.00**	**15.00**	**5.00**	**88.00**
Brian Kauffman	**17.00**	**17.00**	**17.00**	**17.00**	**12.00**	**5.00**	**85.00**
Randall Olney	**20.00**	**17.00**	**20.00**	**18.00**	**15.00**	**5.00**	**95.00**
Hanson Professional Services Inc.	**19.00**	**19.00**	**18.33**	**18.33**	**14.33**	**5.00**	**94.00**
Roger Ingall	**17.00**	**18.00**	**18.00**	**17.00**	**15.00**	**5.00**	**90.00**
Brian Kauffman	**20.00**	**19.00**	**19.00**	**19.00**	**13.00**	**5.00**	**95.00**
Randall Olney	**20.00**	**20.00**	**18.00**	**19.00**	**15.00**	**5.00**	**97.00**
Infrastructure Consulting & Engineering, PLLC	0	0	0	0	0	0	0
Kimley-Horn and Associates, Inc.	**19.00**	**18.33**	**17.67**	**18.33**	**14.00**	**4.67**	**92.00**
Roger Ingall	**17.00**	**18.00**	**17.00**	**17.00**	**14.00**	**4.00**	**87.00**
Brian Kauffman	**20.00**	**19.00**	**18.00**	**18.00**	**13.00**	**5.00**	**93.00**
Randall Olney	**20.00**	**18.00**	**18.00**	**20.00**	**15.00**	**5.00**	**96.00**
Michael G. Czerwinski, P.A.	0	0	0	0	0	0	0
Mott MacDonald Florida, LLC	0	0	0	0	0	0	0
PSI	0	0	0	0	0	0	0
Tierra, Inc.	0	0	0	0	0	0	0

Attachment: RFQ 21-095 Agenda Docs (19964 : RFQ 21-095 Continuing Contract for Professional Engineering Services)

Continuing Contract for Professional Engineering Services
RFQ 21-095
Scores-Discipline-Transportation / Roadway Engineering

Criteria (Zero scores are Consultants that did not submit a response for this discipline)	Company Information and Qualifications	Personnel Proposed and Qualifications	Technical Strength and Support Capability	Specifications and Approach to the Services to be Performed	Professional Service Discipline Matrix	Other Forms, Documents and Information	Total
Weight	20.00	20.00	20.00	20.00	15.00	5.00	100.00
AECOM Technical Services, Inc.	18.67	18.67	18.00	18.33	14.00	4.67	92.33
Roger Ingall	18.00	18.00	18.00	18.00	14.00	5.00	91.00
Brian Kauffman	18.00	18.00	18.00	18.00	13.00	4.00	89.00
Randall Olney	20.00	20.00	18.00	19.00	15.00	5.00	97.00
American Infrastructure Development, Inc.	0	0	0	0	0	0	0
Baslee Engineering Solutions Inc.	17.33	17.67	17.33	17.33	14.00	5.00	88.67
Roger Ingall	15.00	17.00	16.00	17.00	14.00	5.00	84.00
Brian Kauffman	17.00	17.00	17.00	17.00	13.00	5.00	86.00
Randall Olney	20.00	19.00	19.00	18.00	15.00	5.00	96.00
Cardno, Inc.	19.33	18.33	17.67	18.33	14.33	5.00	93.00
Roger Ingall	18.00	18.00	18.00	18.00	14.00	5.00	91.00
Brian Kauffman	20.00	19.00	18.00	19.00	14.00	5.00	95.00
Randall Olney	20.00	18.00	17.00	18.00	15.00	5.00	93.00
Causseaux Hewett & Walpole, Inc.	18.67	18.00	18.00	17.67	14.33	5.00	91.67
Roger Ingall	16.00	17.00	16.00	16.00	13.00	5.00	83.00
Brian Kauffman	20.00	20.00	20.00	20.00	15.00	5.00	100.00
Randall Olney	20.00	17.00	18.00	17.00	15.00	5.00	92.00
Central Testing Lab	0	0	0	0	0	0	0
Dyer, Riddle, Mills & Precourt, Inc.	19.33	18.33	17.67	18.33	15.00	5.00	93.67
Roger Ingall	18.00	18.00	17.00	18.00	15.00	5.00	91.00
Brian Kauffman	20.00	19.00	19.00	19.00	15.00	5.00	97.00
Randall Olney	20.00	18.00	17.00	18.00	15.00	5.00	93.00
EXP US Services Inc	18.33	17.67	17.00	16.67	13.67	5.00	88.33
Roger Ingall	18.00	18.00	17.00	17.00	14.00	5.00	89.00
Brian Kauffman	17.00	17.00	17.00	16.00	12.00	5.00	84.00
Randall Olney	20.00	18.00	17.00	17.00	15.00	5.00	92.00
GAI Consultants, Inc.	0	0	0	0	0	0	0
Geo-Technologies, Inc.	0	0	0	0	0	0	0
Greenman-Pedersen, Inc.	18.00	17.33	17.00	17.33	14.00	5.00	88.67
Roger Ingall	17.00	17.00	17.00	17.00	15.00	5.00	88.00
Brian Kauffman	17.00	17.00	17.00	17.00	12.00	5.00	85.00
Randall Olney	20.00	18.00	17.00	18.00	15.00	5.00	93.00
Hanson Professional Services Inc.	0	0	0	0	0	0	0
Infrastructure Consulting & Engineering, PLLC	18.67	18.33	17.67	17.67	14.00	4.67	91.00
Roger Ingall	18.00	18.00	18.00	18.00	14.00	4.00	90.00
Brian Kauffman	18.00	18.00	17.00	17.00	13.00	5.00	88.00
Randall Olney	20.00	19.00	18.00	18.00	15.00	5.00	95.00
Kimley-Horn and Associates, Inc.	18.33	17.67	17.00	18.67	14.00	4.67	90.33
Roger Ingall	16.00	17.00	16.00	17.00	14.00	4.00	84.00
Brian Kauffman	19.00	19.00	18.00	19.00	13.00	5.00	93.00
Randall Olney	20.00	17.00	17.00	20.00	15.00	5.00	94.00
Michael G. Czerwinski, P.A.	0	0	0	0	0	0	0
Mott MacDonald Florida, LLC	18.00	18.67	17.67	17.67	14.00	5.00	91.00
Roger Ingall	16.00	17.00	17.00	17.00	14.00	5.00	86.00
Brian Kauffman	18.00	19.00	18.00	18.00	13.00	5.00	91.00
Randall Olney	20.00	20.00	18.00	18.00	15.00	5.00	96.00
PSI	0	0	0	0	0	0	0
Tierra, Inc.	0	0	0	0	0	0	0

Attachment: RFQ 21-095 Agenda Docs (19964 : RFQ 21-095 Continuing Contract for Professional Engineering Services)

AGENDA MEMORANDUM

FROM:	Colleen Scott, Management & Budget Director
SUBJECT:	RFQ 21-096 Continuing Contract for Prof Serv for the Water, WW & Reclaimed Water Utilities Systems
AGENDA DATE:	**March 08, 2022**

BRIEF OVERVIEW:

On July 4, 2021, Staff issued a Request for Qualifications for RFQ 21-096 Continuing Contract for Water, Wastewater and Reclaimed Utility Systems Professional Engineering Services to submit Qualifications, to provide various professional Engineering services associated with public water, wastewater and reclaimed water systems. County staff received 14 Responses.

After evaluating the responses, staff desires to award the top eight-rated Consultant engineering firms to provide various professional engineering services for the Water Resources Department for a period of three years.

Staff has received the final three (3) of the eight Agreements and would like to award the following Consultants:

1. Mead and Hunt, Inc., Tampa, Florida
2. Wright-Pierce, Inc. Tampa, Florida
3. Ardurra Group, Inc., Ocala, Florida

BUDGET IMPACT/FUNDING SOURCE:

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

Budget will impact various departments and account numbers in the Department of Water Resources for Professional Services including grant funding accounts.

RECOMMENDED ACTION:

Approve and Authorize the Chairman to execute the Agreements between Citrus County, Florida and Mead and Hunt, Inc., between Citrus County, Florida and Wright-Pierce, Inc. and between Citrus County, Florida and Ardurra Group, Inc.. to provide continuing professional engineering services for water, wastewater and reclaimed water utility systems on an as needed basis.

ARDURRA-01

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/30/2021

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
Ames & Gough
8300 Greensboro Drive
Suite 980
McLean, VA 22102

CONTACT NAME:
PHONE (A/C, No, Ext): (703) 827-2277 FAX (A/C, No): (703) 827-2279
E-MAIL ADDRESS: admin@amesgough.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Valley Forge Insurance Company A(XV)	20508
INSURER B : National Fire Insurance Company of Hartford A(XV)	20478
INSURER C : Continental Insurance Company A(XV)	35289
INSURER D : Berkshire Hathaway Specialty Insurance Company	22276
INSURER E :	
INSURER F :	

INSURED
Ardurra Group, Inc.
4921 Memorial Highway, Suite 300
Tampa, FL 33634

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			6075640222	1/1/2022	1/1/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000, $ 1,000, $ 15, $ 1,000, $ 2,000, $ 2,000,
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			6075640236	1/1/2022	1/1/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000, $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			6075640270	1/1/2022	1/1/2023	EACH OCCURRENCE AGGREGATE	$ 15,000, $ 15,000,
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		6075640267	1/1/2022	1/1/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000, $ 1,000, $ 1,000,
D	Professional Liab.			42-EPP-306878-04	1/1/2022	1/1/2023	Per Claim/Aggregate	10,000,

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: RFQ 21-096

Citrus County, Florida is included as additional insured with respect to General Liability, Automobile Liability, and Umbrella Liability when required by written contract. General Liability, Automobile Liability, Workers Compensation, and Umbrella Liability policies include a waiver of subrogation in favor of the additional insureds where permissible by state law and when required by written contract. Professional Liability policy includes waiver of subrogation in favor of Insured's client only when required by written contract and in accordance with policy terms and conditions.

CERTIFICATE HOLDER
Citrus County, Florida
3600 W Sovereign Path, Suite 266
Lecanto, FL 34461

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

AUTHORIZED REPRESENTATIVE

Attachment: 3-8-22 Agenda-Ardurra Group, Inc. (19965 : RFQ 21-096 Continuing Contract for Prof Serv for the Water, WW & Reclaimed Water

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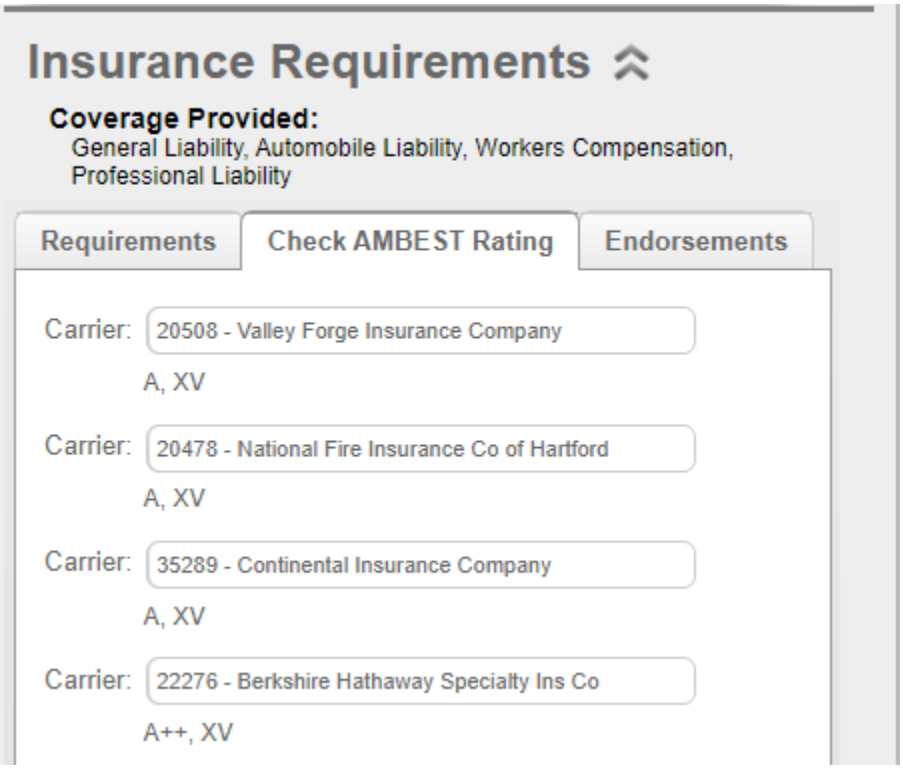
AMBEST 2021 Pigeon-Ardurra



Attachment: 3-8-22 Agenda-Ardurra Group, Inc. (19965 : RFQ 21-096 Continuing Contract for Prof Serv for the Water, WW & Reclaimed Water

MASTER CONSULTANT AGREEMENT

This Consulting 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

Ardurra Group, Inc., (Consultant).

2.0 Designated Contact Person as to County:	**3.0 Designated Contact Person as to Consultant**:
Linda Morse, Purchasing & Contracts Manager Department of Management & Budget 3600 W. Sovereign Path, Ste. 266 Lecanto, Florida 34461 Phone: 352-527-5457 Fax: 352-527-5424 Email: linda.morse@citrusbocc.com	Chuck Pigeon, P.E., Vice President Ardurra Group, Inc. 925 SE 17th Street, Suite A Ocala, Florida, 34471 Phone: 352-861-7799 Fax: N/A Email: CPigeon@ardurra.com

4.0 Notices: All notices between County and Consultant, as required under the Agreement, shall be by telephone, facsimile, e-mail, mail, or by personal delivery to the respective designated contact person identified above. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

5.0 Entire Agreement: This Agreement, and its associated documents referenced herein, together with any executed Addenda, shall constitute the entire Agreement between Consultant and County (hereinafter referred to as the "Master 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 Master Agreement, (3) provision of any Work Authorization assigned to Consultant (4) provisions of the Purchase Order issued to Consultant, and (5) provisions contained in any governmental regulation incorporated herein by reference. There are no understandings or agreements except as herein expressly stated.

6.0 Agreement Documents:
1. Exhibit A – Consultant's Labor Fee Schedule

7.0 Terms of Agreement and Commencement of Services: The duration of the Agreement shall be for a period of three (3) years from the date that the Parties have executed the Agreement or until the completion of projects authorized during that period to County's satisfaction. The date that Consultant shall commence the provision of Services shall be the date on which a Purchase Order and a Notice to Proceed is received by Consultant. The County reserves the right to automatically extend any agreement for a maximum period not to exceed ninety (90) calendar days in order to provide County departments with continual service and supplies while a new agreement is being solicited, evaluated, and/or awarded.

Attachment: 3-8-22 Agenda-Ardurra Group, Inc. (19965 : RFQ 21-096 Continuing Contract for Prof Serv for the Water, WW & Reclaimed Water

8.0 Modification of Master Agreement: The Master Agreement may only be modified or amended upon mutual written agreement of County and Consultant. No oral agreements or representations shall be valid or binding upon County or Consultant. No alteration or modification of the Master Agreement terms shall be valid or binding against County. Consultant may not unilaterally modify the terms of the Master Agreement by affixing additional terms by incorporating such terms onto Consultant's documents forwarded by Consultant for payment. County's processing of documentation on forms furnished by Consultant for approval of payment shall not constitute acceptance of any terms and conditions noted therein.

9.0 Services Provided by Consultant: The Services of Consultant shall be on an as-needed basis for (1) non-construction related projects ("studies") where the estimated cost of the study does not exceed $500,000 or (2) construction related projects where the estimated cost of construction does not exceed $4,000,000. Projects assigned to Consultant shall be through a "Work Authorization", which shall be considered a "sub-agreement" to the Master Agreement whereby County and Consultant mutually agree to scope, schedule and price for a project that is assigned to Consultant. Any County Representative authorized to do so, with the oversight of County's Purchasing Section, can issue work Authorizations to Consultant. All Work Authorizations with a value in excess of $35,000.00 will require the approval by County.

9.1 Additional Services: Services that may be required after expiration of the Agreement and Work Authorizations, including, but not limited to, design assistance, construction assistance, and litigation assistance, will be completed within the terms and conditions of this Agreement at the written direction of County. Any additional Services, as well as compensation for such, will be negotiated between the Parties and made part of this Master Agreement through an Amendment to the Agreement.

9.2 Changes in Project Scope: County may at any time, as the need arises, order changes to the project scope of any Work Authorization, without invalidating the Master Agreement. If such changes result in an increase or decrease in Consultant's fees, or in the time required for Consultant to perform the Services, an equitable adjustment shall be authorized by way of an Amendment to the Work Authorization. Any Amendment that results in a change in Consultant's fees in excess of $35,000.00 will require the approval by County.

9.3 Correction of Work: Consultant shall promptly correct any Services rejected by County for failure to comply with the requirements of the Work Authorization, and this Master Agreement, without additional expense to County. If Consultant does not take action to correct rejected Services within ten (10) calendar days after receipt of written notice from County, County may cancel the Work Authorization and, at its discretion, terminate the Master 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 Work Authorization and the Master Agreement requirements. Consultant shall at all times during the Agreement term remain responsive and responsible. Consultant must be prepared, if requested by County, to present evidence of experience, ability, and financial standing, as well as a statement as to capacity of Consultant for the performance of the provision of the Services covered under any Work Authorization and Agreement. If County determines that (1) Consultant does not meet these qualifying conditions, (2) that the Services do not meet the specified requirements, or (3) that Consultant's performance is untimely, County may terminate the Work Authorization and Master Agreement. All final plans, documents, reports, studies and other data prepared by Consultant shall bear the professional's seal/signature, in accordance with the applicable Florida Statute that governs and Administrative Rules promulgated by the Florida Department of Business and Professional Regulation, and guidelines published by the Department, in effect at the time of execution of this Master Agreement. In the event that changes in the Statute or Rules create a conflict with the requirements of the published guidelines, requirements of the Statute and/or Rules shall take precedence.

9.5 Progress Schedules: Consultant agrees to provide project schedule progress reports for all Work Authorizations in a format acceptable to County and at intervals established by County. County will be entitled at all times to be advised, at its request, as to the status of work being done by Consultant under any Work Authorization and of the details thereof. Either party to the Agreement may request and be granted a conference.

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9.6 Supervision by Consultant: Consultant shall supervise and direct the performance of Consultant's Services and shall be solely responsible for the means, methods, techniques, sequences, and safety.

9.7 Suspension of Consultant's Services under a Work Authorization Assignment: County may, in its sole discretion, suspend Consultant's Services covered under any Work Authorization assignment, at any time, when in the best interest of County. County shall provide Consultant written notice outlining the particulars of the suspension. Upon receiving a notice of suspension, Consultant and Sub-Consultant shall immediately comply with the notice, stopping all work in-progress and not perform any further Services covered under the Work Authorization assignment. Within thirty (30) days after the notice of suspension, or any longer period agreed to between County and Consultant, County shall either issue a written notice authorizing Consultant to resume the Services or terminate the Work Authorization assignment. If County issues notice to Consultant to resume its Services, Consultant will be allowed a mutually agreed upon extension of time that is directly attributable to the suspension. In the event of suspension, County will be responsible for compensating Consultant only for services satisfactorily completed, or partially completed, up to the date of suspension. Suspension of Consultant's Services shall not entitle Consultant to any loss of anticipated profit under this provision.

9.8 Work Authorizations: Anytime County requires Consultant's Services for a project, County will develop a "conceptual" scope of services for the project and share such with Consultant. Consultant will be required to (a) evaluate the conceptual scope and gather additional information, if necessary, (b) visit and familiarize themselves with the project site, if applicable, and (c) provide County with a Response for the project, which will include a detailed scope of services, a schedule of milestones, and a cost estimate for the project. Response shall be submitted in sufficient detail, as required by County, to allow for the proper evaluation of the Response. If Consultant's Response is deficient in scope or there is insufficient information concerning Consultant's cost estimate, Consultant will be required to provide County with additional information and/or modify the Response to the satisfaction of County. Upon County's acceptance of Consultant's Response (scope, schedule, and fee), Consultant shall prepare a final Response which shall be identified as a "Work Authorization" for execution by County and Consultant. All Services to be performed by Consultant under a Work Authorization shall be to the satisfaction of County. Furthermore, Consultant shall have the responsibility to answer questions, provide County information, and resolve issues that may arise during Consultant's preparation of their Response, as well as negotiate Consultant's scope, schedule, and fee for Project. If, after discussions and negotiations between County and Consultant, County cannot accept Consultant's Response for a particular project, County shall have the right to rescind its request for Consultant's Services and seek the services of another consultant. Under no circumstances shall County be liable to Consultant for any costs incurred by Consultant in preparing their Response regardless of whether County does or does not accept Consultant's Response.

9.8.1 Duration of Work Authorizations: Work Authorizations issued under the Master Agreement will remain in force until completed by Consultant or cancelled by County and time is of the essence of this Master Agreement and each of its provisions.

9.8.2 Notices of Work Authorizations: Work Authorizations are "sub-agreements" to this Agreement whereby County and Consultant mutually agree to the scope, schedule and price of a project that is assigned to Consultant. All notices between County and Consultant concerning Work Authorizations shall be between County and Consultant. Notices shall be in writing and delivered by regular mail, certified mail, courier service, facsimile, and e-mail or personal delivery.

10.0 Compensation to Consultant's Labor Fee Schedule: Compensation to be paid to Consultant for the provision of their Services for Work Authorization assignments shall be based on Consultant's labor fee schedule and if County identifies, or Consultant recommends, any additional Services to be performed by Consultant, or if County authorizes changes in the scope, extent, or character of the Project that result in additional fees, such additional fees shall be mutually negotiated between County and Consultant, and made a part of this Master Agreement by a written Amendment.

10.1 Changes in Consultants Labor Fee Schedule: Before making any additions or deletions to the work described in the Work Authorizations, and before undertaking any changes or revisions to such work, the parties will negotiate any necessary cost changes and will agree to such through an amendment to the Agreement. In the event that Consultant and County are not able to reach an Agreement as to the amount of compensation to be paid to Consultant for supplemental work desired

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by County, Consultant will be obligated to proceed with the supplemental work in a timely manner for the amount determined by County to be reasonable. In such event, Consultant will have the right to file a claim with County for such additional amounts as Consultant deems reasonable; however, in no event will the filing of the claim or the resolution or litigation thereof through administrative procedures or the courts relieve Consultant from the obligation to timely perform the supplemental work.

10.2 Compensation in Excess of $195,000: If the compensation to be paid to Consultant, whether by time and material, lump-sum or cost-plus-a-fixed-fee, will exceed the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY FOUR, it is mutually agreed that the following provision will be applicable to this Agreement:

> "Consultant hereby certifies covenants and warrants that wage rates and other factual unit costs provided to County to support the compensation for any Services covered under this Master 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 Work Authorization or Master Agreement. For this purpose, the end of the Master Agreement is the date of final billing or acceptance of the work by County, whichever is later."

10.3 Direct Operating Expenses: Allowable direct operating expenses shall include, but not be limited to, purchase of materials or parts, purchase or lease of equipment, reproduction services, film processing, long distance telephone charges, postal and courier delivery charges, and purchases of other services and/or items as authorized by County in connection with any Work Authorization assignment. Travel, per diem, meals and lodging expenses are not allowable direct operating expenses. Approved direct operating expenses shall be reimbursed to Consultant at actual cost plus fifteen percent (15%) mark-up to cover Consultant's overhead and profit. Reimbursement of direct operating expenses will require Consultant to provide copies of invoices, and/or other documentation to support the expenditure.

11.0 Payment of Payment Requests:

11.1 Payment Requests: Requests for payment for the provision of the Services provided under the Agreement shall be submitted no more frequently than once per month, unless stipulated differently in the Work Authorization assignment. At a minimum, the payment requests shall include the Master Agreement Number, Work Authorization Assignment Number, Purchase Order Number, a description of the Services provided, and the amount of the payment request. All requests for payment shall be submitted in sufficient detail to demonstrate compliance with the terms of the Master Agreement/Work Authorization and to allow for the proper pre-audit and post-audit thereof. Requests for payment that include travel expenses shall be in accordance with Section 112.061, Florida Statutes. County reserves the right to require any information from Consultant that County deems necessary to substantiate claims for remuneration. Upon receipt of Consultant's payment request, County will review such to ensure that it is in proper order, and that the Services covered under the payment request have been completed in accordance with the Work Authorization. If it is found that the payment request is not in proper order, or the Services covered under the payment request do not satisfy this Agreement, the payment request may be rejected.

11.2 Prompt Payment: County shall make payment of a payment request in accordance with Chapter 218, Part VII of the Florida Statutes "Local Government Prompt Payment Act" from the date, which a properly received payment request is recorded as received by County, for Services completed to the satisfaction of County.

11.3 Form of Request: If the payment request is not received in proper order, County may reject the payment request within ten (10) business days after the date on which the payment request is recorded as received by County. County shall provide Consultant with a written notification of the rejection specifying the deficiency and corrective measures necessary to make the payment request proper. Upon receipt of a payment request that corrects the deficiency, County shall make payment in accordance with Chapter 218, Part VII of the Florida Statutes "Local Government Prompt Payment Act",

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or reject the payment request, within ten (10) business days after the date on which the corrected and proper payment request is recorded as received by County.

11.4 Resolution of Payment Request Disputes: In the event of a dispute between Consultant and County concerning the full or partial payment of a payment request, such disagreement shall be finally determined by County. If the dispute between Consultant and County involves a portion of a payment request, the undisputed portion shall be paid by County in a timely manner, as long as the payment request for the undisputed portion is in proper order. Proceedings to resolve the dispute will be commenced within forty-five (45) business days after the date the payment request in dispute was recorded as being received by County and will be concluded by final decision of County within sixty (60) business days after the date on which the payment request was recorded as being received by County. Such procedures do not constitute an administrative proceeding that prohibits a court from deciding de novo any action arising out of the dispute.

11.5 Purchase Order: Although an Agreement will be executed by County and Consultant for the Services through a Work Authorization, a purchase order will also be issued to Consultant for the purpose of facilitating payment to Consultant. Except under an "emergency request", Consultant shall not provide any Services to County until Consultant has received a purchase order from County. Consultant shall be permitted to accept an order to provide Services under an emergency purchase without a purchase order; however, such request from County must be transmitted to Consultant via facsimile or e-mail. The written transmission order must be submitted with any payment request submitted by Consultant for such emergency requests.

11.6 Progress Payments: Consultant may submit progress payment requests to County for partial completion of the Services. If County makes payment of progress payments to Consultant which is attributable to any services provided by any of Consultants suppliers, subconsultants or subcontractors, Consultant shall remit payment for such from the progress payments to those subconsultants or subcontractors. All Services covered by progress payment requests shall become the sole property of County. However, this shall not be construed as relieving Consultant of the sole responsibility for the care and protection of those Services which have been completed, even if Consultant remains in possession and control of such Services, or as a waiver of the right of County to require Consultant to fulfill all of the terms of the Agreement. If Consultant's fee is a "lump sum amount", Consultant shall indicate on each invoice (1) the percentage of work completed, (2) the value of the completed work, based on a percentage of the lump sum amount, (3) the total amount of prior payments received, and (4) the net amount of the payment request, which is the value of the completed work minus the value of prior payments received.

11.7 Payments to Subconsultants: When Consultant receives from County any payment for Services covered under the Agreement, Consultant must pay such moneys received to each sub-Consultant or supplier in proportion to the percentage of the Services completed by each sub-Consultant or supplier within ten (10) business days after Consultant's receipt of the payment. If Consultant receives less than full payment, then Consultant shall be required to disburse only the funds received on a pro rata basis to its sub-Consultants or suppliers, each receiving a prorated portion based on the amount due on the payment. If a sub-Consultant receives payment from Consultant for labor, services or materials furnished by sub-Consultants or suppliers hired by the sub-Consultants, the sub-Consultant must remit payment due to those sub-Consultants or suppliers within seven (7) business days after the sub-Consultant's receipt of payment from Consultant.

11.8 Records of Costs: Records of costs incurred under terms of this Agreement will be maintained and made available upon request to County at all times during the term of this Agreement and for five (5) years after the expiration or termination of the Agreement. Copies of these documents and records will be furnished to County upon request. Records of costs incurred will include Consultant's general accounting records and the project records, together with supporting documents and records, of Consultant, their subconsultants and subcontractors, performing work on the project, and all other records of Consultant, their subconsultants and subcontractors considered necessary by County for a proper audit of project costs.

11.9 Right to Withhold: Except for issues arising from contract indemnification provisions, County will have the right to retain out of any payment due Consultant under this Agreement an amount sufficient to satisfy any amount due and owing to County by Consultant on any other Agreement

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between Consultant and County. County may withhold payment on any invoice in the event that Consultant is in default under any provision of this Agreement or any other Agreement between Consultant and County as of the time of processing the invoice or as of the time payment is made available on the invoice. This right to withhold will continue until such time as the default has been cured, and, upon cure, County will have the right to retain an amount equal to the damages suffered as a result of the default.

11.10 Final Payment Once the Project has been completed and Consultant has fulfilled all of the requirements under the Work Authorization and provided there are no existing or pending claims or demands by County against Consultant, Consultant may submit a final payment request to County. Upon receipt of such, and provided the payment request is in order, County shall make final payment to Consultant.

11.11 ACH Enrollment: All Consultants will be required to complete an "Authorization Agreement for ACH Credits Enrollment Form". Payments will be deposited directly into Consultant's bank account. This means there is no need to wait for the check to come in the mail and eliminates the possibility of a lost check. The Clerk's Accounts Payable Department will provide confirmation via email when payments are transmitted, ensuring immediate notification.

12.0 Warranties:

12.1 Warranty of Ability to Perform: Consultant warrants that, to the best of its knowledge, there are no pending or threatened actions, proceedings, investigations, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish Consultant's ability to satisfy its agreement obligations.

12.2 Warranty Against Defects in Workmanship: Consultant shall warrant its Services against defects in materials and workmanship for a minimum period of one (1) year from acceptance of the Services by County. Should any defects in materials or workmanship appear during the warranty period, Consultant shall replace the materials or equipment, or repair or re-do the service, immediately upon receipt of written notice from County, at no additional expense to County. Consultant shall warrant such replaced materials or equipment, or repaired or re-done Services, for a period of one (1) year after acceptance of such by County.

12.3 Warranty of Standard Care: In the performance of professional services, Consultant will use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. Consultant will use due care in performing its Services and will have due regard for acceptable professional standards and principles. Consultant's standard of care shall not be altered by the application, interpretation, or construction of any other provision of this Agreement. If any of the Services performed by Consultant do not comply with the foregoing warranties and County notifies Consultant of such, then Consultant shall (at its sole expense) promptly re-execute the nonconforming Services. All such re-performed Services shall be performed on a mutually agreed schedule. Consultant shall and does hereby assign to County the benefits of any of Consultant's sub-consultant's or Sub-contractor's warranties. Such assignment shall not relieve Consultant of its warranty obligations for performance or standard of care to County under this Agreement.

12.4 Warranty of Title: Title to any work product that results from Consultant's performance of its Services under the Agreement shall pass to County to the extent of the payments made for such by County, or on the date, that County accepts the completed Services of Consultant. When title passes to County in accordance with the Agreement, Consultant warrants that the work product furnished will be free and clear of all security interests, liens and encumbrances or claims of any party.

13.0 Public Records: Consultant will keep and maintain public records required by County to perform the service. Upon request from County's custodian of public records, Consultant will provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statues, or as otherwise provided by law for a period of five (5) years. Consultant will provide County access to all records. Consultant will ensure that the public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of the Agreement and following completion of the Agreement if Consultant does not transfer the records to County. Upon

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completion of the Agreement, Consultant will transfer, at no cost, to County all public records in possession of Consultant or keep and maintain public records required by County to perform the service. If Consultant transfers all public records to County upon completion of the Agreement, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon completion of the Agreement, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County, upon request from County's custodian of public records, in a format that is compatible with the information technology system of County. If Consultant does not comply with County's request for public records, County shall enforce the provisions of the Agreement in accordance with the terms of the Agreement and may cancel the Agreement.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT NANCY JO KINCH, CUSTODIAN OF PUBLIC RECORDS, AT 3600 W. SOVEREIGN PATH, LECANTO, FL 34461; PHONE: (352) 527-5235; EMAIL: NANCY.KINCH@CITRUSBOCC.COM.

14.0 Insurance: During the term of the Agreement, Consultant, at its sole expense, shall provide insurance of such a type and with such terms and limits as noted below. Providing and maintaining adequate insurance coverage is a material obligation of Consultant. Consultant shall provide County a certificate(s) of insurance, evidencing such coverage.

14.1 Minimum Insurance Requirements: Pursuant to Section 337.106, Florida Statues, Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives, employees or subconsultants. The coverages, limits or endorsements required herein protect the primary interests of County, and these coverages, limits or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect Consultant against any loss exposures, whether as a result of the project or otherwise. The requirements contained herein, as well as County's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Consultant under this contract.

14.2 Commercial General Liability: Consultant must obtain a General Liability policy with a minimum limit of $1,000,000 per occurrence, and a $2,000,000 general aggregate.

14.3 Automobile Liability: Consultant must obtain coverage for all vehicles for Bodily Injury and Property Damage of not less than $1,000,000 combined single limit each accident. In the event Consultant does not own vehicles, Consultant shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

14.4 Workers Compensation and Employer's Liability:

14.4.1 Consultant must obtain Workers Compensation insurance with limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen & Harbor Workers Act. Employer's Liability limits for not less than $100,000 each accident $500,000 disease policy limit and $100,000 disease each employee must be included.

14.4.2 For any officer of a Consultant that has exempt status as an individual, County requires proof of workers compensation insurance coverage for that Consultant/employer/owner's employees. If Consultant/employer/owner or individual has applied for a workers compensation exemption, County does not recognize this exemption to extend to the employees of Consultant/employer/owner.

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14.4.3 The purpose of this section is to ensure that all Consultants, subconsultants, sole proprietors, or business entities of any kind who contract with County for provision of goods or services, provide workers' compensation coverage for all employees, and principles of Consultants, subconsultants, sole proprietors, or other business entities. All provisions of this Section shall be construed in accord with this intent.

14.5 Professional Liability and/or Errors and Omissions Liability: Professional (E&O) Liability must be afforded for personal injury and Property Damage for not less than $1,000,000 each claim, $1,000,000 policy aggregate.

14.6 Other Insurance Provisions:

14.6.1 Consultant shall provide a Certificate of Insurance to County with a thirty (30) day notice of cancellation or changes in policy language, ten (10) day notice if cancellation is for nonpayment of premium. The certificate shall indicate if coverage is provided under a "claims-made" or "occurrence" form. If any coverage is provided under a claims-made form, the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

14.6.2 The project's number should be noted on the certificate.

14.6.3 Consultant 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, Consultant shall maintain a Commercial Surety Bond or Letter of Credit in an amount equal to said deductible or self-insured retention.

14.6.4 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.

14.6.5 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 and Professional Liability. The coverage shall contain no special limitation on the scope of protection afforded to County, its officials, employees, or volunteers.

14.6.6 Consultant's insurance coverage shall be primary insurance as respects County, its officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officials, employees, or volunteers shall be excess of Consultant's insurance and shall be non-contributory.

14.6.7 For all policies of insurance except Professional Liability: Consultant, and its insurance carrier, waive all subrogation rights against County for all losses or damages that occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not. County requires General Liability policies to be endorsed with CG 24 04 Waiver of Transfer of Rights of Recovery Against Others to Us or similar endorsement, and a WC 00 0313 Waiver of our Right to Recover from Others for Workers Compensation coverage.

14.6.8 The Certificate Holder should read as follows: Citrus County, Florida, 3600 W. Sovereign Path, Lecanto, FL 34461.

14.6.9 It is Consultant's responsibility to ensure that all subconsultants comply with these insurance requirements. Consultants shall include all subconsultants as insured under its policies or shall furnish separate certificates and endorsements for each sub-consultant. All coverages for subconsultants shall be subject to all of the requirements stated herein.

14.6.10 All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A-.

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14.6.11 All Certificates must show that Consultant's policies have been endorsed per the requirements.

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

15.0 Indemnification: Consultant shall indemnify and hold harmless County, their officers, and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Consultant and persons employed or utilized by Consultant, including any subcontractors, in the performance of the construction contract. Neither Consultant nor any of its agents will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of County or any of its officers, agents, or employees. The parties agree that this clause shall not waive the benefits or provisions of Section 768.28, Florida Statutes, or any similar provision of law. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by County, any sums due Consultant under this Agreement may be retained by County until all of County's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by County.

16.0 Change Orders: County may at any time, as the need arises, order changes within the scope of the services without invalidating the Agreement. If such changes result in an increase or decrease in the Contract Price, or in the time required for performance of the Services, an equitable adjustment shall be authorized by way of a Change Order. County also may at any time, by issuing a Field Order, make changes in the details of the Services. Consultant shall proceed with the performance of any changes in the Services so ordered by County unless Consultant believes that such Field Order entitles it to a change in Contract Price or Time, or both, in which event Consultant shall give County written notice thereof within fifteen (15) calendar days after the receipt of the ordered change, and Consultant shall not execute such changes pending the receipt of an executed Change Order or further instruction from County.

17.0 Termination of Agreement: The Master Agreement or Work Authorization Assignment may be terminated by either party upon giving the other party thirty (30) calendar day's written notice. In the event of termination, County will be responsible for compensating Consultant only for the satisfactorily completed or partially completed Services up to the date of termination. Consultant shall not be entitled to recover any loss of anticipated profit.

18.0 Additional Terms and Conditions:

18.1 Advertising: Subject to Chapter 119, Florida Statutes, Consultant shall not publicly disseminate any information concerning the Master Agreement without prior written approval from County, including, but not limited to mentioning the Master Agreement in a press release or other promotional material, identifying County as a reference, or otherwise linking Consultant's name and either a description of the Master 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 Master Agreement.

18.2 Assignment: Neither County nor Consultant shall sell, assign or transfer any of its rights, duties or obligations under the Master Agreement without the prior written consent of the other Party. In the event of any assignment, Consultant remains secondarily liable for performance of the Agreement, unless County expressly waives such secondary liability.

18.3 Bankruptcy or Insolvency: Consultant shall promptly notify County in writing of the filing of any voluntary or involuntary petition for bankruptcy and/or of any insolvency of Consultant or any of its subconsultants or subcontractors who are involved in the provision of the Services under this Master Agreement.

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18.4 Compliance with Laws: Consultant shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Local, State and Federal agencies having jurisdiction and authority. These laws, shall include, but not be limited to, Chapter 287, Florida Statutes, the Uniform Commercial Code, the Immigration and Nationalization Act, the Americans with Disabilities Act, the United States Occupational Safety and Health Act, the United States Environmental Protection Agency, the State of Florida Department of Environmental Protection, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, sexual orientation, gender identity or expression or veteran's status. Violation of such laws shall be grounds for termination of the Agreement.

18.5 Conflict of Interest: Consultant warrants that it is not aware of any contracts or arrangements, which would conflict in any manner with the performance of the Services under this Agreement. If Consultant becomes aware of a potential conflict of interest, internally or among Consultant's subconsultants or employees during the course of the Agreement, Consultant shall immediately bring the issue to the attention of the County. If at the County's sole discretion, a conflict of interest exists, the parties may waive the conflict, Consultant will end the conflict, or the County may terminate the Agreement under the Terms of Article 17 of the Agreement. Furthermore, Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Consultant any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant, and its subconsultants at any tier, certify that they have not entered into any contract, sub-contract, or arrangement in connection with the Project covered under this Agreement, or of any property included or planned to be included in the Project, in which any member, officer, of employee of Consultant or its subconsultants, during its tenure, or for two years thereafter, has any interest, direct or indirect. Consultant, and its subconsultants at any tier, shall insert the following provision into each of their contracts and sub-contracts:

"No member, officer, or employee of the subcontractor, during their tenure or for two years thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof."

18.6 Correction of Services: Consultant shall promptly remove from the premises all Services rejected by County for failure to comply with the Contract Documents, whether incorporated into the Project or not, and Consultant shall promptly replace and re-execute the Services in accordance with the Contract Documents and applicable laws (e.g., Americans with Disabilities Act and Florida Building Code), without additional expense to County for errors, omissions or deficiencies in the deliverables furnished, produced and or developed by Consultant or any Consultant Representative, and shall bear the expense of making good all Services of other consultant's work destroyed or damaged by such removal or replacement. All removal and replacement of Services shall be done at Consultant's expense. If Consultant does not take action to remove such rejected Services within ten (10) calendar days after receipt of written notice from County, County may remove such Services on their own and store the materials at the expense of Consultant.

18.7 County, State or Federal Funds: The County's performance and obligation to pay under this contract is contingent upon an annual appropriation from state and federal government as well as allocation by the Board of County Commissioners. Additionally, in accordance with Section 216.347, Florida Statutes, and as provided herein, Consultant may not expend any County funds for the purpose of lobbying the legislature, or local, state, or federal agencies.

18.8 Debarment: Consultant certifies to the best of their knowledge and belief, that they and their principals 1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Municipal, County, State or Federal department or agency, 2) have not, within a three-year period preceding execution of this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property, 3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses

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enumerated above, 4) have not within a three-year period preceding execution of this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default, and 5) will advise County immediately if their status changes and will provide an explanation for the change in status.

18.9 Direct Purchase: County may purchase materials, equipment and supplies directly from the Consultant's supplier instead of through Contract, forgoing the payment of sales and use taxes.

18.10 Discriminatory Vendor: Consultant certifies that they are not subject to Section 287.134 (2)(a) which specifies that an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity, and may not transact business with public entity.

18.11 Disposal of Wastes: Consultant 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. Consultant shall use only disposal facilities which have proper permits and are in full compliance with all Laws. Consultant agrees that County has the right to reject, for any reason, Consultant's use of any particular disposal facility.

18.12 Dispute Resolution: For any dispute concerning performance of the Master Agreement or any Work Authorization Assignment, which includes without limitation controversies based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission, County shall attempt to reach a mutual agreement as to the settlement and resolution of the dispute with Consultant. Should a mutual agreement not be reached, County shall render a decision and reduce such to writing and serve a copy on Consultant. The decision shall be final and conclusive.

18.13 Documentation: All tracings, plans, specifications, maps, deliverables, computer files and/or reports prepared or obtained under this Master Agreement and any Work Authorization Assignment, 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 Master Agreement without restriction or limitation on their use (ie. equipment, services, software, computer models, data, routines, technology, and other intellectual property incident to provide the Scope of Services). Upon delivery to County of said document(s), County will become the custodian thereof in accordance with Chapter 119, Florida Statutes. Consultant will not copyright any material and products, trademark, trade secret or patent any invention developed under this Master Agreement. Copies of these documents are not to be sold or distributed to third parties without the written consent of County. This Master Agreement has been prepared by County and reviewed by Consultant and their professional advisors and it is agreed that it should not be interpreted in favor of either County or Consultant or against County or Consultant merely because of their efforts in preparing the Master Agreement. The headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Master Agreement.

18.14 Drug Free Workplace: Consultant certifies that it has in place a Drug-Free Workplace Program in accordance with the Drug-Free Workplace Act of 1988 (41 U.S.C. 702-706).

18.15 Employees, Subconsultants, Subcontractors and Agents: All Consultant employees, subconsultants, subcontractors, or agents performing any of the Services under the Work Authorization and Master Agreement shall be properly trained to meet or exceed any specified training qualifications and has or will secure, at its own expense, all personnel required to perform the Scope of Services required. Upon request, Consultant shall furnish a copy of licenses, certifications, or other proof of qualification. All employees, subconsultants, subcontractors, or agents of Consultant must comply with all security and administrative requirements of County. County may conduct, and Consultant shall cooperate in, a security background check or otherwise assess any employee, sub-consultant, subcontractor, or agent of Consultant. County may refuse access to County Facilities or require replacement of any employee, sub-consultant, subcontractor, or agent of Consultant for cause, including, but not limited to, technical or training qualifications, quality of services, change in security status, or non-compliance with County's security or other requirements. Such refusal shall not relieve Consultant of its obligation to perform all Services in compliance with any Work Authorization and the

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Agreement. County may reject and bar from any County facility for cause any of Consultant's employees, subconsultants, subcontractors, or agents. County shall have the right to review and approve any subconsultants or subcontractors that are utilized by Consultant in the performance of their Services. Consultant shall be fully responsible to County for the acts and omissions of its subconsultants and subcontractors, and persons directly or indirectly employed by them. It is Consultant's responsibility to ensure that its subconsultants and subcontractors are properly licensed to do business in the State of Florida and Citrus County, as required by law and comply with insurance provisions.

18.16 Environmental Issues: All notifications regarding environmental issues or requirements shall be sent immediately to County's Contact Person. Unless directed otherwise by County, Consultant is not to contact any local, state, or federal governmental agencies concerning environmental issues involving the Project Site under any Work Authorization Assignment.

18.17 Equal Employment Opportunity: Consultant shall not discriminate on the basis of race, color, sex, sexual orientation, gender identity, age, national origin, religion, and disability or handicap in accordance with the Provisions of: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000 et seq.), Title VII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), Florida Civil Rights Act of 1992 (§ 760.10 et seq.), Title 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375, Title 49 CFR 23 and Title 49 CFR 26 for Disadvantaged Business Enterprises, Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.), Title 49 CFR 21 and Title 49 CFR 23, Nondiscrimination on the basis of handicap, Title 49 CFR 27, Americans with Disabilities Act of 1990 (42 U.S.C. 12102, et. seq.), Federal Fair Labor Standards Act (29 U.S.C. § 201, et seq.), and any other Federal and State discrimination statutes. Consultant shall furnish pertinent information regarding its employment policies and practices as well as those of their proposed subconsultants as the Secretary of Labor, or County may require. The above shall be required of any sub-consultant hired by Consultant. All Equal Employment Opportunity requirements shall be included in all non-exempt subconsultants entered into by Consultant. Sub-contracts entered into by Consultant shall also include all other applicable labor provisions. No sub-contract shall be awarded to any non-complying sub-consultant. Additionally, Consultant shall insert in its sub-contracts a clause requiring subconsultants to include these provisions in any lower tier sub-contracts that may in turn be made. Consultant shall comply with all state laws and local ordinances, except that any preferential consideration of local in-state subconsultants is NOT allowed.

18.18 E-Verification System: Consultant shall comply with the Executive order No. 12989 as amended, and Executive Order No. 11-116, and agrees to utilize the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of: (1) all persons employed by Consultant during the contract term to perform any duties within Florida, and; (2) all persons, including subconsultants, assigned by Consultant to perform work pursuant to this Agreement. Consultants meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.

18.19 Force Majeure Event: Consultant shall not be considered to be in default in the performance of its obligations under this Master Agreement and Work Authorization Assignment, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligation is prevented or delayed by any cause, existing or future, which is beyond the reasonable control, and not a result of the fault or negligence of the affected party (a "Force Majeure Event"). If a party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such party shall immediately provide notice to the other party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include, but not be limited to acts of civil or military authority (including courts or regulatory agencies), acts of God (excluding normal or seasonal weather conditions), war, riot, or insurrection, inability to obtain required permits or licenses, hurricanes and severe floods.

18.20 Governing Law and Venue: The Master 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

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Master Agreement, the jurisdiction and venue of such action shall be an appropriate State Court in Citrus County, Florida.

18.21 Governmental Restrictions: If Consultant believes that any governmental restrictions have been imposed that require alteration of the methods used in the performance of the Services, Consultant shall immediately notify County in writing, indicating the specific restriction. County reserves the right, and the complete discretion, to accept any such alteration or to cancel the Master Agreement and/or Work Authorization Assignments at no further expense to County.

18.22 Immigration and Nationality Act: Consultant shall comply with all immigration laws as outlined in 8 USC § 1324a - Unlawful employment of aliens. County will not intentionally award County contracts to any Consultant who knowingly employs unauthorized Alien workers. Any violation of the employment provisions outlined in the Immigration and Nationality Act throughout the term of any Agreement with County may result in immediate termination of the Agreement. County will consider the employment of unauthorized aliens a violation of Section 274A (e) of the Immigration and Nationality Act. Such violation will be cause for unilateral cancellation of the Agreement, by County, if Consultant knowingly employs unauthorized aliens.

18.23 Inspection, Performance, Supervision: County reserves the right to inspect the Services provided by Consultant, whether partially or fully completed, at any time, as deemed appropriate by County for the purpose of ensuring Consultant's performance under the Master Agreement. Such inspections performed by County, shall not be construed as a final approval of Consultant's Service, and shall not relieve Consultant from its obligations under the Master Agreement or any Work Authorization Assignment. County reserves the right to inspect, at any reasonable time with prior notice, Consultant's facilities to assess conformity of the provision of the Services with the Master Agreement or Work Authorization Assignment requirements. County reserves the right to investigate or inspect, at any time, whether the provision of the Services complies with the Master Agreement or Work Authorization Assignment requirements. Consultant shall at all times during the Master Agreement term remain responsive and responsible. Consultant must be prepared, if requested by County, to present evidence of experience, ability, and financial standing, as well as a statement as to capacity of Consultant for the performance of the provision of the Services covered under the Master Agreement and Work Authorization Assignments. If County determines that Consultant does not meet these qualifying conditions, or that the Services proposed to be furnished do not meet the specified requirements, or that performance is untimely, County may terminate the Work Authorization Assignment or Master 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 Master Agreement, but should County elect to do so, Consultant is not relieved from fulfilling all Master Agreement requirements. Consultant shall supervise and direct the performance of its Services and shall be solely responsible for the means, methods, techniques, sequences, and safety of construction. Consultant will employ and maintain at the Project Site a supervisor or superintendent who shall have been designated in writing by Consultant as Consultant's representative at the Project Site. The supervisor or superintendent shall have full authority to act on behalf of Consultant and all communications given to the supervisor or superintendent shall be as binding as if given directly to Consultant. The supervisor or superintendent shall be present on the Project Site at all times as required to perform adequate supervision and coordination of Consultant's Services. County reserves the right to enter into Agreements with other firms or entities to assist County with its review of the deliverables, any project component(s) and the work.

18.24 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.

18.25 Lawful Claims and Demands: Should any outstanding claims by subconsultants or suppliers incurred in the performance of the Services materialize after County has made Payment to Consultant, Consultant will indemnify and save County harmless from such claims. Acceptance by Consultant of payment shall be and shall operate as a release to County of all claims and all liabilities to Consultant, other than claims in stated amounts as may be specifically excepted by Consultant for things done or furnished in connection with the provision of the Services, and for every act and neglect of County and others relating to or arising out of the provision of the Services covered under this Master Agreement or Work Authorization Assignments. Any payment, however final or otherwise, shall not release Consultant or its sureties from any obligations under the Master Agreement.

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18.26 Lobbying: Consultant shall not, in connection with the Agreement, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any County officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any County officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, Services, employment, or contracts of any kind.

18.27 Local Preference: Not Applicable in this Agreement

18.28 Materials, Services, and Facilities: It is understood that, except as otherwise specifically stated in the Contract Documents, Consultant shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the Services within the specified time.

18.29 Non-Collusion: Consultant agrees that neither it, nor any of its officers, partners, agents or employees have entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of a free competitive solicitation in connection with this Master Agreement, and that Consultant intends to do the work with its own bonafide employees or subconsultants and has not provided a Response for the benefit of another consultant. Furthermore, Consultant certifies that its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to submitting a Response on any public contract.

18.30 Patent and Copyright Responsibility: Any material, design or supplied specified by Consultant or supplied by Consultant pursuant to this Agreement shall not knowingly infringe any patent or copyright, and Consultant shall be solely responsible for securing any necessary licenses required for patented or copyrighted material utilized by Consultant in the performance of the services.

18.31 Project Site Conditions: Consultant shall be deemed to have examined the Project Site, if applicable and to have secured full knowledge of all conditions under which the Services are to be executed and completed.

18.32 Protection of Persons: Consultant will be responsible for the safety of its employees and the employees of its subconsultants and subcontractors, during the provision of their Services. Consultant will be responsible for initiating, maintaining, and supervising all safety programs in connection with the provision of their Services in accordance with applicable safety standards and regulations, as promulgated by the United States Occupational Safety and Health Act and those of County. Consultant shall report promptly to County any accident or unusual occurrence during the performance of the Services, including personal injury or death to any Consultant employee, sub-consultant or subcontractor employee or any member of the public, or any damage to any of County's property, the Project Site, or adjacent property.

18.33 Public Entity Crime: Pursuant to 287.133, Florida Statute, person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, response, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, response, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, responses, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

18.34 Relationship: Consultant is an independent Contractor to County in performing its Services under this Master Agreement and is not an employee, agent, joint-venture, or partner of County.

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18.35 Risk of Loss: Until the Services have been accepted by County, risk of loss or damage to any work product, whether partially or fully completed, that is associated with the Services shall remain with Consultant.

18.36 Schedules, Reports and Records: Consultant shall submit to County cost schedules, progress schedules, estimates, records, reports, and any other data, as related to the provision of the Services covered under the Master Agreement or Work Authorization Assignment. Furthermore, County reserves the right to inspect and audit Consultant's books and records relating to the Agreement, when deemed appropriate by County. All schedules, reports and records of Consultant, as they relate to the Master Agreement or Work Authorization Assignment, shall be retained by Consultant for a period of five (5) years from the date of final payment under the Master Agreement.

18.37 Scrutinized Companies: Consultant certifies that it is not listed on (a) the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statues, or is engaged in a boycott of Israel; (b) the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or (c) is engaged in business operations in Cuba or Syria. Consultant further understands and accepts that any contract issued as a result of this 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 Consultant.

18.38 Security and Confidentiality: Consultant shall comply fully with all security procedures of County in the performance of the Master Agreement. Consultant shall not divulge to third parties any information obtained by Consultant or its agents, subconsultants, subcontractors, officers or employees in the course of the provision of the Services without written consent of County. However, Consultant shall be permitted to release information to third parties if such information is publicly available through no fault of Consultant, information that Consultant developed independently without relying on County's information, or information that is otherwise obtainable under State and Federal law as a public record. To ensure confidentiality, Consultant shall take appropriate steps as to its personnel, agents, subconsultants and subcontractors. The warranties of this paragraph shall survive the Master Agreement.

18.39 Severability: If a court deems any provision of this Master Agreement void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

18.40 Survival: All express representations, waivers, indemnifications, and limitations of liability included in this Master Agreement will survive its completion or termination for any reason.

18.41 Taxes: Consultant shall pay all sales, consumer, use and other similar taxes required to be paid by Consultant in accordance with the laws and regulations of the State of Florida which are applicable to the provision of the Services under the Master Agreement or Work Authorization Assignment. County will not pay for any personal property taxes levied on Consultant or for any taxes levied on Consultant's employees' wages. County is a political subdivision of the State of Florida and holds a State of Florida Sales Tax Exemption Certificate (No. 85-8012621778C-1). All purchases made by County directly from a dealer, distributor or manufacturer are exempt from sales, consumer, use and other similar taxes.

18.42 Waiver: The delay or failure by County to exercise or enforce any of its rights under this Master 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.

18.43 Workforce Labor: County believes that the hiring of workforce labor by contractors to whom County awards contracts should, to the maximum extent, be citizens within its boundaries that are unemployed or seeking work for the first time. To that extent, County has agreed to notify Career Source CLM of all awards involving construction and other types of services. Career Source CLM is a local business-led organization that plans and coordinates quality employment and training services for businesses and individual career seekers in Citrus County. Contractor will be contacted by Career Source CLM, to discuss hiring through its staff and services. Contractor's participation with Career

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Source CLM is not required as a condition of this Agreement, but rather an opportunity for greater support for the community of Citrus County and Contractor in hiring assistance.

19.0 Authority: Each person signing the Master Agreement warrants that he or she is duly authorized, qualified, duly organized to do business under the laws of the State of Florida and to bind the respective party to the Master Agreement.

IN WITNESS WHEREOF, this Agreement is accepted by the Parties as of the date noted below.

Signature of Witness (1)

Kristy Tran
Printed Name of Witness (1)

Sierra Herb
Signature of Witness (2)

Sierra Herb
Printed Name of Witness (2)

ARDURRA GROUP, INC.

BY: _____
CHRISTOPHER KUZLER, DIRECTOR

STATE OF Florida

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 14th day of January, 2022, by Christopher F. Kuzler as Director who is ☑ personally known to me or ☐ who produced _____ as identification.

Witness my hand and official seal this 14th day of January, 2022.

Paula R Eldon
NOTARY PUBLIC Signature
Printed Name: Paula R Eldon
Commission No.: GG 232287
Expiration Date: 9-17-22

SEAL

PAULA R. ELDON
Commission # GG 232287
Expires September 17, 2022
Bonded Thru Troy Fain Insurance 800-385-7019

Official use only

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

ATTEST:

ANGELA VICK, CLERK

BY: _____
RONALD E. KITCHEN, JR., CHAIRMAN

DATE: _____

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Exhibit A—Fiscal Year 2022 Hourly Per Diem Rate Schedule and Standard Rates for Direct Expenses for Professional Consulting Engineering Services

The purpose of this document is to describe Ardurra's Fiscal Year 2022 compensation and hourly per diem rate schedule of charges.

Compensation

Table 1 defines the standard classifications for staff and associated hourly per diem rates. Direct Expenses are defined in Table 2.

Table 1. Hourly Per Diem Rate Schedule

Classification	Hourly Per Diem Rate ($)	Classification	Hourly Per Diem Rate ($)
Sr. Principal / Consultant	250.00	Senior Designer	142.00
Principal Engineer	245.00	CADD Designer	93.00
Senior Reviewer / Consultant	230.00	CADD Technician	73.00
Project Director	230.00	Clerical/Administrative III	90.00
Senior Project Manager	210.00	Clerical/Administrative III	79.00
Project Manager	185.00	Clerical/Administrative II	70.00
Professional Engineer V	175.00	Clerical/Administrative I	60.00
Professional Engineer IV	165.00	Senior Construction Manager	218.00
Professional Engineer III	155.00	Construction Manager	198.00
Professional Engineer II	140.00	Construction Inspector III	110.00
Professional Engineer I	125.00	Construction Inspector II	100.00
Engineering Associate II	118.00	Construction Inspector I	80.00
Engineering Associate I	98.00	SUE Supervisor	110.00
Senior Electrical Engineer	205.00	Field / SUE Tech II	69.00
Environmental Scientist	110.00	Field / SUE Tech I	62.00
IT Specialist / Manager	175.00	2- Man Line Verification Field Team	$197.00 (1)
Senior GIS/Database Programmer	115.00	2-Man Manhole Inspection Crew	$170.00 (2)
GIS Tech	74.00	1-Man GPR/Locating Crew	$151.00 (3)
		1-Man GPS Crew	$127.00 (4)

(1) Note this rate includes the costs for vacuum excavation verification and sub-meter global positioning system (GPS) with satellite differential real-time correction equipment, and expendables, excluding orange buttons for permanent markers.
(2) Note this rate includes the costs for ground penetrating radar (GPR) location equipment; sub-meter GPS with satellite differential real-time correction equipment, and expendables, excluding orange buttons for permanent markers.
(3) Note this rate includes the costs for digital camera and sub-meter GPS with satellite differential real-time correction equipment, safety equipment, and expendables to perform non-intrusive manhole inspections.
(4) Note this rate includes the costs for sub-meter GPS with satellite differential real-time correction equipment, and expendables, excluding stakes, rebar, and orange buttons for permanent markers to perform asset locating using sub-meter GPS equipment and data acquisition of above ground accessible assets.

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Surveying Staff Classification	Hourly Per Diem Rate ($)	Survey Crew Classification	Hourly Per Diem Rate ($)
Principal Surveyor	130.00	3-man Survey Crew	130.00
Registered Surveyor(PSM or PLS)	124.00	2-man Survey Crew w/ Robotic	124.00
Survey CAD Analyst	93.00	2-man Survey Crew	112.00
Survey CAD Operator/Drafting	85.00	1-Man Survey Crew w/ Robotic	110.00

Table 2. Standard Rates for Direct Expenses

Expense Category	Rate ($)
Special Shipping	Cost + 5%
CADD Computer Time	Included in Per Diem
Laboratory Tests & Analysis	Cost + 5%
Extra Printing, Presentation Boards, Binding, & Reproduction	Cost + 5%
Outside Specialty Subconsultant Services	Cost + 10%
Special Owner Requested Computer Software (1)	Cost + 5%

(1) Special geographic information system (GIS) software including the Arc- ESRI products, hydraulic modeling, or specific owner requested.

******** END *******

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CERTIFICATE OF LIABILITY INSURANCE

DATE (M
12/14/2021

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

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

PRODUCER
Holmes Murphy Associates/CSDZ,LLC
225 South Sixth Street
STE 1900
Minneapolis MN 55402

CONTACT NAME: Allie Darling
PHONE (A/C, No, Ext): 612-322-6041 **FAX (A/C, No):**
E-MAIL ADDRESS: adarling@csdz.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Indemnity Company	25658
INSURER B : Charter Oak Fire Insurance Company	25615
INSURER C : Travelers Property Casualty Co. America	25674
INSURER D : XL Specialty Insurance	37885
INSURER E :	
INSURER F :	

INSURED MEAHUNPC
Mead & Hunt, Inc.
2440 Deming Way
Middleton, WI 53562

COVERAGES **CERTIFICATE NUMBER:** 804540793 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR X Cont Liab Per X Policy Form/XCU GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:			6308S701301	12/1/2021	12/1/2022	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 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			8108S688704	12/1/2021	12/1/2022	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 $ 0			CUP8S887858	12/1/2021	12/1/2022	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000 $
A C A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB8696243 UB8S698039 UB8S699509	12/1/2021 12/1/2021 12/1/2021	12/1/2022 12/1/2022 12/1/2022	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A D	Property Professional Liability			6308S701301 DPR9984620	12/1/2021 10/25/2021	12/1/2022 10/25/2022	Bldg/BPP: $12,825,012 Per Claim: Per Aggregate:	BI: $10,000,000 $5,000,000 $10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RFQ 21-096

Additional Insured only if required by written contract with respect to General Liability, Automobile Liability and Umbrella/Excess Liability applies on a primary basis and the insurance of the additional insured shall be non-contributory: Citrus County, Florida, a political subdivision of the State of Florida, its officials, employees, and volunteers and Others as required by written contract.

Waiver of Subrogation only if required by written contract with respect to General Liability, Automobile Liability, Workers Compensation and Umbrella/Excess Liability applies in favor of: Certificate Holder, Project Owner and Others as required by written contract.
See Attached...

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Paula A Dixon

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Attachment: 3-8-22 Agenda Docs-Mead & Hunt (19965 : RFQ 21-096 Continuing Contract for Prof Serv for the Water, WW & Reclaimed Water

AGENCY CUSTOMER ID: MEAHUNPC

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY Holmes Murphy Associates/CSDZ,LLC	NAMED INSURED Mead & Hunt, Inc. 2440 Deming Way Middleton, WI 53562
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

The following supersedes the cancellation wording: Should any of the above described policies be cancelled before the expiration date, 30 Days written notice (10 Days for Non-Payment) will be delivered to the certificate holder.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – WRITTEN CONTRACTS (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and

b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is limited as follows:

c. In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section **III** – Limits Of Insurance.

d. This insurance does not apply to the rendering of or failure to render any "professional services" or construction management errors or omissions.

e. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph **4.a.** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The insurance provided to the additional insured is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But this insurance provided to the additional insured still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any "other insurance".

3. The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

Duties Of An Additional Insured

As a condition of coverage provided to the additional insured:

a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

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i. How, when and where the "occurrence" or offense took place;

ii. The names and addresses of any injured persons and witnesses; and

iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:

i. Immediately record the specifics of the claim or "suit" and the date received; and

ii. Notify us as soon as practicable.

The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

d. The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover the additional insured for a loss we cover. However, this condition does not affect whether this insurance provided to the additional insured is primary to that other insurance available to the additional insured which covers that person or organization as a named insured.

4. The following is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

a. After the signing and execution of the contract or agreement by you;

b. While that part of the contract or agreement is in effect; and

c. Before the end of the policy period.

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c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

(1) The "bodily injury" or "property damage" for which coverage is sought occurs; and

(2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

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occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

(b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2.**, **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section **II** – Who Is An Insured.

K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph **7.** of **SECTION III – LIMITS OF INSURANCE**:

7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

a. $10,000; or

b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage **A** or Coverage **B**.

M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

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BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph **A.1.c.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5.**, **Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

   Regardless of the provisions of paragraph a. and paragraph **d.** of this part **5. Other Insurance,** this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

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You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D.**, **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b.**, **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is $65 per day, to a maximum of $750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a.**, **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph **A.4.**, **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to $400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph **B.3.**, **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

(a) You (if you are an individual);

(b) A partner (if you are a partnership);

(c) A member (if you are a limited liability company);

(d) An executive officer, director or insurance manager (if you are a corporation or other organization); or

(e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS** :

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

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such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2.**, **Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

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TRAVELERS
ONE TOWER SQUARE
HARTFORD CT 06183

**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 00 03 13 (00) - 001

POLICY NUMBER: **UB8696243**

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

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TRAVELERS

ONE TOWER SQUARE
HARTFORD CT 06183

**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 00 03 13 (00) - 001

POLICY NUMBER: **UB8S699509**

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER
INCLUDING:
WESTERN STOCK SHOW ASSOCIATION; 4655 HUMBOLDT ST; DENVER, CO 80216-2818

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

DATE OF ISSUE: ST ASSIGN: PA

Attachment: 3-8-22 Agenda Docs-Mead & Hunt (19965 : RFQ 21-096 Continuing Contract for Prof Serv for the Water, WW & Reclaimed Water

TRAVELERS

ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 (A) - 001

POLICY NUMBER: UB8S698039

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT – CALIFORNIA (BLANKET WAIVER)

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be 2.00 % of the California workers' compensation premium.

Schedule

Person or Organization	Job Description
ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER. INCLUDING: ONTARIO INTERNATIONAL AIRPORT AUTHORITY JOB DESCRIPTION: 1923 E. AVION A INCLUDING: ONTARIO INTERNATIONAL AIRPORT AUTHORITY JOB DESCRIPTION: 1923 E. AVION AVENUE ONTARIO, CA 91761	ARCHITECTURAL SERVICES

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. Endorsement No.
Insured Premium

Insurance Company Countersigned by _____

DATE OF ISSUE: **ST ASSIGN:**

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3. When we have the duty to defend, we may, at our discretion, investigate and settle any claim or "suit". In all other cases, we may, at our discretion, participate in the investigation, defense and settlement of any claim or "suit" for damages to which this insurance may apply. If we exercise such right to participate, all expenses we incur in doing so will not reduce the applicable limits of insurance.
4. Our duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements, or defense expenses if such expenses are within the limits of insurance of this policy.
5. We will pay, with respect to a claim we investigate or settle, or "suit" against an insured we defend:
   a. All expenses we incur.
   b. The cost of:
      (1) Bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which this insurance applies; or
      (2) Appeal bonds and bonds to release attachments;

      but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
   c. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of such claim or "suit", including actual loss of earnings up to $1,000 a day because of time off from work.
   d. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
   e. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
   f. All interest that accrues on the full amount of any judgment after entry of the judgment and before we have paid, offered to pay or deposited in court the part of the judgment that is within the applicable limit of insurance. If we do not pay part of the judgment for any reason other than it is more than the applicable limit of insurance, we will not pay any interest that accrues on that portion of the judgment.

   With respect to a claim we investigate or settle, or "suit" against an insured we defend under **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY**, these payments will not reduce the applicable limits of insurance, but only if the applicable "underlying insurance" provides for such payments in addition to its limits of insurance. With respect to a claim we investigate or settle, or "suit" against an insured we defend under **COVERAGE B – UMBRELLA LIABILITY**, these payments will not reduce the applicable limits of insurance.

SECTION II – WHO IS AN INSURED

A. COVERAGE A – EXCESS FOLLOW-FORM LIABILITY

With respect to Coverage **A**, the following persons and organizations qualify as insureds:

1. The Named Insured shown in the Declarations; and
2. Any other person or organization qualifying as an insured in the "underlying insurance". If you have agreed to provide insurance for that person or organization in a written contract or agreement:
   a. The limits of insurance afforded to such person or organization will be:
      (1) The amount by which the minimum limits of insurance you agreed to provide such person or organization in that written contract or agreement exceed the total limits of insurance of all applicable "underlying insurance"; or
      (2) The limits of insurance of this policy;

      whichever is less; and
   b. Coverage under this policy does not apply to such person or organization if the minimum limits of insurance you agreed to provide such person or organization in that written contract or agreement are wholly within the total limits of insurance of all available applicable "underlying insurance".

B. COVERAGE B – UMBRELLA LIABILITY

With respect to Coverage **B**:

1. The Named Insured shown in the Declarations is an insured.
2. If you are:
   a. An individual, your spouse is also an insured, but only with respect to the conduct of a business of which you are the sole owner.

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d. That Extended Reporting Period endorsement is issued by us and made a part of this policy.

3. Any Extended Reporting Period endorsement for this insurance will not reinstate or increase the Limits of Insurance or extend the policy period.

4. Except with respect to any provisions to the contrary contained in Paragraphs **1.**, **2.** or **3.** above, all provisions of any option to purchase an "extended reporting period" granted to you in the "underlying insurance" apply to this insurance.

J. INSPECTIONS AND SURVEYS

1. We have the right but are not obligated to:

a. Make inspections and surveys at any time;

b. Give you reports on the conditions we find; and

c. Recommend changes.

2. Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. We do not warrant that conditions:

a. Are safe or healthful; or

b. Comply with laws, regulations, codes or standards.

K. LEGAL ACTION AGAINST US

1. No person or organization has a right under this insurance:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this insurance unless all of its terms have been fully complied with.

2. A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured. We will not be liable for damages that:

a. Are not payable under the terms of this insurance; or

b. Are in excess of the applicable limit of insurance.

An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

L. MAINTENANCE OF UNDERLYING INSURANCE

1. The insurance afforded by each policy of "underlying insurance" will be maintained for the full policy period of this Excess Follow-Form And Umbrella Liability Insurance. This provision does not apply to the reduction or exhaustion of the aggregate limit or limits of such "underlying insurance" solely by payments as permitted in Paragraphs **4.a.(1)**, **(2)** and **(3)** of **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY** of **SECTION I – COVERAGES**. As such policies expire, you will renew them at limits and with coverage at least equal to the expiring limits of insurance. If you fail to comply with the above requirements, Coverage **A** is not invalidated. However, in the event of a loss, we will pay only to the extent that we would have paid had you complied with the above requirements.

2. The first Named Insured shown in the Declarations must give us written notice of any change in the "underlying insurance" as respects:

a. Coverage;

b. Limits of insurance;

c. Termination of any coverage; or

d. Exhaustion of aggregate limits.

3. If you are unable to recover from any "underlying insurer" because you fail to comply with any term or condition of the "underlying insurance", Coverage **A** is not invalidated. However, we will pay for any loss only to the extent that we would have paid had you complied with that term or condition in that "underlying insurance".

M. OTHER INSURANCE

This insurance is excess over any valid and collectible "other insurance" whether such "other insurance" is stated to be primary, contributing, excess, contingent or otherwise. This provision does not apply to a policy bought specifically to apply as excess of this insurance.

However, if you specifically agree in a written contract or agreement that the insurance provided to any person or organization that qualifies as an insured under this insurance must apply on a primary basis, or a primary and non-contributory basis, then insurance provided under Coverage **A** is subject to the following provisions:

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1. This insurance will apply before any "other insurance" that is available to such additional insured which covers that person or organization as a named insured, and we will not share with that "other insurance", provided that the injury or damage for which coverage is sought is caused by an "event" that takes place or is committed subsequent to the signing of that contract or agreement by you.
2. This insurance is still excess over any valid and collectible "other insurance", whether primary, excess, contingent or otherwise, which covers that person or organization as an additional insured or as any other insured that does not qualify as a named insured.

N. PREMIUM

1. The first Named Insured shown in the Declarations is responsible for the payment of all premiums and will be the payee for any return premiums.
2. If the premium is a flat charge, it is not subject to adjustment except as provided in Paragraph **4.** below.
3. If the premium is other than a flat charge, it is an advance premium only. The earned premium will be computed at the end of the policy period, or at the end of each year of the policy period if the policy period is two years or longer, at the rate shown in the Declarations, subject to the Minimum Premium.
4. Additional premium may become payable when coverage is provided for additional insureds under the provisions of **SECTION II – WHO IS AN INSURED**.

O. PREMIUM AUDIT

The premium for this policy is the amount stated in Item **5.** of the Declarations. The premium is a flat charge unless it is specified in the Declarations as adjustable.

P. PROHIBITED COVERAGE – UNLICENSED INSURANCE

1. With respect to loss sustained by any insured in a country or jurisdiction in which we are not licensed to provide this insurance, this insurance does not apply to the extent that insuring such loss would violate the laws or regulations of such country or jurisdiction.
2. We do not assume responsibility for:
   a. The payment of any fine, fee, penalty or other charge that may be imposed on any person or organization in any country or jurisdiction because we are not licensed to provide insurance in such country or jurisdiction; or
   b. The furnishing of certificates or other evidence of insurance in any country or jurisdiction in which we are not licensed to provide insurance.

Q. PROHIBITED COVERAGE – TRADE OR ECONOMIC SANCTIONS

We will provide coverage for any loss, or otherwise will provide any benefit, only to the extent that providing such coverage or benefit does not expose us or any of our affiliated or parent companies to:

1. Any trade or economic sanction under any law or regulation of the United States of America; or
2. Any other applicable trade or economic sanction, prohibition or restriction.

R. REPRESENTATIONS

By accepting this insurance, you agree:

1. The statements in the Declarations and any subsequent notice relating to "underlying insurance" are accurate and complete;
2. Those statements are based upon representations you made to us; and
3. We have issued this insurance in reliance upon your representations.

S. SEPARATION OF INSUREDS

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured shown in the Declarations, this insurance applies:

1. As if each Named Insured were the only Named Insured; and
2. Separately to each insured against whom claim is made or "suit" is brought.

T. WAIVER OR TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

1. If the insured has rights to recover all or part of any payment we have made under this insurance, those rights are transferred to us and the insured must do nothing after loss to impair them. At our request, the insured will bring suit or transfer those rights to us and help us, and with respect to Coverage **A**, the "underlying insurer", enforce them.

   If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against that person or organization, but only for payments we make because of an "event" that takes place or is committed subsequent to the

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execution of that contract or agreement by such insured.

2. Reimbursement of any amount recovered will be made in the following order:

   a. First, to any person or organization (including us or the insured) who has paid any amount in excess of the applicable limit of insurance;

   b. Next, to us; and

   c. Then, to any person or organization (including the insured and with respect to Coverage **A**, the "underlying insurer") that is entitled to claim the remainder, if any.

3. Expenses incurred in the process of recovery will be divided among all persons or organizations receiving amounts recovered according to the ratio of their respective recoveries.

U. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS INSURANCE

1. Your rights and duties under this insurance may not be transferred without our written consent except in the case of death of an individual Named Insured.

2. If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

V. UNINTENTIONAL OMISSION OR ERROR

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

W. WHEN LOSS IS PAYABLE

If we are liable under this insurance, we will pay for injury, damage or loss after:

1. The insured's liability is established by:

   a. A court decision; or

   b. A written agreement between the claimant, the insured, any "underlying insurer" and us; and

2. The amount of the "applicable underlying limit" or "self-insured retention" is paid by or on behalf of the insured.

SECTION VI – DEFINITIONS

A. With respect to all coverages of this insurance:

1. "Applicable underlying limit" means the sum of:

   a. The applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance subject to the provisions in Paragraphs **4.a.(1)**, **(2)** and **(3)** of **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY** of **SECTION I – COVERAGES**; and

   b. The applicable limit of insurance of any "other insurance" that applies.

   The limits of insurance in any policy of "underlying insurance" will apply even if:

   a. The "underlying insurer" claims the insured failed to comply with any term or condition of the policy; or

   b. The "underlying insurer" becomes bankrupt or insolvent.

2. "Auto hazard" means all "bodily injury" and "property damage" to which liability insurance afforded under an auto policy of "underlying insurance" would apply but for the exhaustion of its applicable limits of insurance.

3. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

4. "Event" means an "occurrence", offense, accident, act, error, omission, wrongful act or loss.

5. "Extended reporting period" means any period of time, starting with the end of the policy period of your claims-made insurance, during which claims or "suits" may be first made, brought or reported for that insurance.

6. "Medical expenses" means expenses to which any Medical Payments section of any policy of Commercial General Liability "underlying insurance" applies.

7. "Other insurance" means insurance, or the funding of losses, that is provided by, through or on behalf of:

   a. Another insurance company;

   b. Us or any of our affiliated insurance companies;

   c. Any risk retention group;

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The Travelers Indemnity Company

AMB #: 002520 **NAIC #: 25658** **FEIN #: 060566050**

Domiciliary Address
One Tower Square
Hartford, Connecticut 06183
United States

Web: www.travelers.com
Phone: 860-277-0111
Fax: 844-816-9447

AM Best Rating Unit: AMB #: 018674 - Travelers Group
Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.

View additional news, reports and products for this company.

Based on AM Best's analysis, 058470 - The Travelers Companies, Inc. is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A++ (Superior)
Affiliation Code:	g (Group)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	November 04, 2021
Initial Rating Date:	June 30, 1922

Long-Term Issuer Credit View Definition

Rating (Rating Category):	aa+ (Superior)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	November 04, 2021
Initial Rating Date:	April 18, 2005

Financial Size Category View Definition

Financial Size Category: XV ($2 Billion or greater)

u Denotes Under Review Best's Rating

The Charter Oak Fire Insurance Company

AMB #: 002516 **NAIC #: 25615** **FEIN #: 060291290**

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Domiciliary Address
One Tower Square
Hartford, Connecticut 06183
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AM Best Rating Unit: AMB #: 018674 - Travelers Group
Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.

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Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A++ (Superior)
Affiliation Code:	g (Group)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	November 04, 2021
Initial Rating Date:	June 30, 1936

Long-Term Issuer Credit View Definition

Rating (Rating Category):	aa+ (Superior)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	November 04, 2021
Initial Rating Date:	April 18, 2005

Travelers Property Casualty Company of America

AMB #: 004461 **NAIC #: 25674** **FEIN #: 362719165**

Domiciliary Address
One Tower Square
Hartford, Connecticut 06183
United States

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Web: www.travelers.com
Phone: 860-277-0111
Fax: 844-816-9447

AM Best Rating Unit: AMB #: 018674 - Travelers Group
Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.

View additional news, reports and products for this company.

Based on AM Best's analysis, 058470 - The Travelers Companies, Inc. is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A++ (Superior)
Affiliation Code:	g (Group)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	November 04, 2021
Initial Rating Date:	June 30, 1972

Long-Term Issuer Credit View Definition

Rating (Rating Category):	aa+ (Superior)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	November 04, 2021
Initial Rating Date:	April 18, 2005

Financial Size Category View Definition

Financial Size Category: XV ($2 Billion or greater)
u Denotes Under Review Best's Rating

XL Specialty Insurance Company

AMB #: 000779 **NAIC #: 37885** **FEIN #: 850277191**

Administrative Office
Seaview House 70 Seaview Avenue
Stamford, Connecticut 06902
United States

Web: www.axaxl.com
Phone: 203-964-5200

Fax: 203-964-3444
View Additional Address Information

AM Best Rating Unit: AMB #: 086106 - XL Bermuda Ltd
Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.



View additional news, reports and products for this company.

Based on AM Best's analysis, 085085 - AXA S.A. is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A+ (Superior)
Affiliation Code:	g (Group)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	September 17, 2021
Initial Rating Date:	June 30, 1989

Long-Term Issuer Credit View Definition

Rating (Rating Category):	aa- (Superior)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	September 17, 2021
Initial Rating Date:	April 11, 2005

Financial Size Category View Definition

Financial Size Category: XV ($2 Billion or greater)
u Denotes Under Review Best's Rating

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MASTER CONSULTANT AGREEMENT

This Consulting 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

Mead and Hunt, Inc. (Consultant).

2.0 Designated Contact Person as to County:
Linda Morse, Purchasing & Contracts Manager
Department of Management & Budget
3600 W. Sovereign Path, Ste. 266
Lecanto, Florida 34461
Phone: 352-527-5457
Fax: 352-527-5424
Email: linda.morse@citrusbocc.com

3.0 Designated Contact Person as to Consultant:
Matt Munz, Vice President
Mead and Hunt, Inc.
2203 North Lois Avenue, Suite 225
Tampa, Florida, 33607
Phone: 813-210-8740
Fax: 608-273-6391
Email: matt.munz@meadhunt.com

4.0 Notices: All notices between County and Consultant, as required under the Agreement, shall be by telephone, facsimile, e-mail, mail, or by personal delivery to the respective designated contact person identified above. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

5.0 Entire Agreement: This Agreement, and its associated documents referenced herein, together with any executed Addenda, shall constitute the entire Agreement between Consultant and County (hereinafter referred to as the "Master 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 Master Agreement, (3) provision of any Work Authorization assigned to Consultant (4) provisions of the Purchase Order issued to Consultant, and (5) provisions contained in any governmental regulation incorporated herein by reference. There are no understandings or agreements except as herein expressly stated.

6.0 Agreement Documents:
1. Exhibit A – Consultant's Labor Fee Schedule

7.0 Terms of Agreement and Commencement of Services: The duration of the Agreement shall be for a period of three (3) years from the date that the Parties have executed the Agreement or until the completion of projects authorized during that period to County's satisfaction. The date that Consultant shall commence the provision of Services shall be the date on which a Purchase Order and a Notice to Proceed is received by Consultant. 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 Master Agreement: The Master Agreement may only be modified or amended upon mutual written agreement of County and Consultant. No oral agreements or representations shall be valid or binding upon County or Consultant. No alteration or modification of the Master Agreement terms shall be valid or binding against County. Consultant may not unilaterally modify the terms of the Master Agreement by affixing additional terms by incorporating such terms onto Consultant's documents forwarded by Consultant for payment. County's processing of documentation on forms furnished by Consultant for approval of payment shall not constitute acceptance of any terms and conditions noted therein.

9.0 Services Provided by Consultant: The Services of Consultant shall be on an as-needed basis for (1) non-construction related projects ("studies") where the estimated cost of the study does not exceed $500,000 or (2) construction related projects where the estimated cost of construction does not exceed $4,000,000. Projects assigned to Consultant shall be through a "Work Authorization", which shall be considered a "sub-agreement" to the Master Agreement whereby County and Consultant mutually agree to scope, schedule and price for a project that is assigned to Consultant. Any County Representative authorized to do so, with the oversight of County's Purchasing Section, can issue work Authorizations to Consultant. All Work Authorizations with a value in excess of $35,000.00 will require the approval by County.

9.1 Additional Services: Services that may be required after expiration of the Agreement and Work Authorizations, including, but not limited to, design assistance, construction assistance, and litigation assistance, will be completed within the terms and conditions of this Agreement at the written direction of County. Any additional Services, as well as compensation for such, will be negotiated between the Parties and made part of this Master Agreement through an Amendment to the Agreement.

9.2 Changes in Project Scope: County may at any time, as the need arises, order changes to the project scope of any Work Authorization, without invalidating the Master Agreement. If such changes result in an increase or decrease in Consultant's fees, or in the time required for Consultant to perform the Services, an equitable adjustment shall be authorized by way of an Amendment to the Work Authorization. Any Amendment that results in a change in Consultant's fees in excess of $35,000.00 will require the approval by County.

9.3 Correction of Work: Consultant shall promptly correct any Services rejected by County for failure to comply with the requirements of the Work Authorization, and this Master Agreement, without additional expense to County. If Consultant does not take action to correct rejected Services within ten (10) calendar days after receipt of written notice from County, County may cancel the Work Authorization and, at its discretion, terminate the Master 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 Work Authorization and the Master Agreement requirements. Consultant shall at all times during the Agreement term remain responsive and responsible. Consultant must be prepared, if requested by County, to present evidence of experience, ability, and financial standing, as well as a statement as to capacity of Consultant for the performance of the provision of the Services covered under any Work Authorization and Agreement. If County determines that (1) Consultant does not meet these qualifying conditions, (2) that the Services do not meet the specified requirements, or (3) that Consultant's performance is untimely, County may terminate the Work Authorization and Master Agreement. All final plans, documents, reports, studies and other data prepared by Consultant shall bear the professional's seal/signature, in accordance with the applicable Florida Statute that governs and Administrative Rules promulgated by the Florida Department of Business and Professional Regulation, and guidelines published by the Department, in effect at the time of execution of this Master Agreement. In the event that changes in the Statute or Rules create a conflict with the requirements of the published guidelines, requirements of the Statute and/or Rules shall take precedence.

9.5 Progress Schedules: Consultant agrees to provide project schedule progress reports for all Work Authorizations in a format acceptable to County and at intervals established by County. County will be entitled at all times to be advised, at its request, as to the status of work being done by Consultant under any Work Authorization and of the details thereof. Either party to the Agreement may request and be granted a conference.

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9.6 Supervision by Consultant: Consultant shall supervise and direct the performance of Consultant's Services and shall be solely responsible for the means, methods, techniques, sequences, and safety.

9.7 Suspension of Consultant's Services under a Work Authorization Assignment: County may, in its sole discretion, suspend Consultant's Services covered under any Work Authorization assignment, at any time, when in the best interest of County. County shall provide Consultant written notice outlining the particulars of the suspension. Upon receiving a notice of suspension, Consultant and Sub-Consultant shall immediately comply with the notice, stopping all work in-progress and not perform any further Services covered under the Work Authorization assignment. Within thirty (30) days after the notice of suspension, or any longer period agreed to between County and Consultant, County shall either issue a written notice authorizing Consultant to resume the Services or terminate the Work Authorization assignment. If County issues notice to Consultant to resume its Services, Consultant will be allowed a mutually agreed upon extension of time that is directly attributable to the suspension. In the event of suspension, County will be responsible for compensating Consultant only for services satisfactorily completed, or partially completed, up to the date of suspension. Suspension of Consultant's Services shall not entitle Consultant to any loss of anticipated profit under this provision.

9.8 Work Authorizations: Anytime County requires Consultant's Services for a project, County will develop a "conceptual" scope of services for the project and share such with Consultant. Consultant will be required to (a) evaluate the conceptual scope and gather additional information, if necessary, (b) visit and familiarize themselves with the project site, if applicable, and (c) provide County with a Response for the project, which will include a detailed scope of services, a schedule of milestones, and a cost estimate for the project. Response shall be submitted in sufficient detail, as required by County, to allow for the proper evaluation of the Response. If Consultant's Response is deficient in scope or there is insufficient information concerning Consultant's cost estimate, Consultant will be required to provide County with additional information and/or modify the Response to the satisfaction of County. Upon County's acceptance of Consultant's Response (scope, schedule, and fee), Consultant shall prepare a final Response which shall be identified as a "Work Authorization" for execution by County and Consultant. All Services to be performed by Consultant under a Work Authorization shall be to the satisfaction of County. Furthermore, Consultant shall have the responsibility to answer questions, provide County information, and resolve issues that may arise during Consultant's preparation of their Response, as well as negotiate Consultant's scope, schedule, and fee for Project. If, after discussions and negotiations between County and Consultant, County cannot accept Consultant's Response for a particular project, County shall have the right to rescind its request for Consultant's Services and seek the services of another consultant. Under no circumstances shall County be liable to Consultant for any costs incurred by Consultant in preparing their Response regardless of whether County does or does not accept Consultant's Response.

9.8.1 Duration of Work Authorizations: Work Authorizations issued under the Master Agreement will remain in force until completed by Consultant or cancelled by County and time is of the essence of this Master Agreement and each of its provisions.

9.8.2 Notices of Work Authorizations: Work Authorizations are "sub-agreements" to this Agreement whereby County and Consultant mutually agree to the scope, schedule and price of a project that is assigned to Consultant. All notices between County and Consultant concerning Work Authorizations shall be between County and Consultant. Notices shall be in writing and delivered by regular mail, certified mail, courier service, facsimile, and e-mail or personal delivery.

10.0 Compensation to Consultant's Labor Fee Schedule: Compensation to be paid to Consultant for the provision of their Services for Work Authorization assignments shall be based on Consultant's labor fee schedule and if County identifies, or Consultant recommends, any additional Services to be performed by Consultant, or if County authorizes changes in the scope, extent, or character of the Project that result in additional fees, such additional fees shall be mutually negotiated between County and Consultant, and made a part of this Master Agreement by a written Amendment.

10.1 Changes in Consultants Labor Fee Schedule: Before making any additions or deletions to the work described in the Work Authorizations, and before undertaking any changes or revisions to such work, the parties will negotiate any necessary cost changes and will agree to such through an amendment to the Agreement. In the event that Consultant and County are not able to reach an Agreement as to the amount of compensation to be paid to Consultant for supplemental work desired

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by County, Consultant will be obligated to proceed with the supplemental work in a timely manner for the amount determined by County to be reasonable. In such event, Consultant will have the right to file a claim with County for such additional amounts as Consultant deems reasonable; however, in no event will the filing of the claim or the resolution or litigation thereof through administrative procedures or the courts relieve Consultant from the obligation to timely perform the supplemental work.

10.2 Compensation in Excess of $195,000: If the compensation to be paid to Consultant, whether by time and material, lump-sum or cost-plus-a-fixed-fee, will exceed the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY FOUR, it is mutually agreed that the following provision will be applicable to this Agreement:

> "Consultant hereby certifies covenants and warrants that wage rates and other factual unit costs provided to County to support the compensation for any Services covered under this Master 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 Work Authorization or Master Agreement. For this purpose, the end of the Master Agreement is the date of final billing or acceptance of the work by County, whichever is later."

10.3 Direct Operating Expenses: Allowable direct operating expenses shall include, but not be limited to, purchase of materials or parts, purchase or lease of equipment, reproduction services, film processing, long distance telephone charges, postal and courier delivery charges, and purchases of other services and/or items as authorized by County in connection with any Work Authorization assignment. Travel, per diem, meals and lodging expenses are not allowable direct operating expenses. Approved direct operating expenses shall be reimbursed to Consultant at actual cost plus fifteen percent (15%) mark-up to cover Consultant's overhead and profit. Reimbursement of direct operating expenses will require Consultant to provide copies of invoices, and/or other documentation to support the expenditure.

11.0 Payment of Payment Requests:

11.1 Payment Requests: Requests for payment for the provision of the Services provided under the Agreement shall be submitted no more frequently than once per month, unless stipulated differently in the Work Authorization assignment. At a minimum, the payment requests shall include the Master Agreement Number, Work Authorization Assignment Number, Purchase Order Number, a description of the Services provided, and the amount of the payment request. All requests for payment shall be submitted in sufficient detail to demonstrate compliance with the terms of the Master Agreement/Work Authorization and to allow for the proper pre-audit and post-audit thereof. Requests for payment that include travel expenses shall be in accordance with Section 112.061, Florida Statutes. County reserves the right to require any information from Consultant that County deems necessary to substantiate claims for remuneration. Upon receipt of Consultant's payment request, County will review such to ensure that it is in proper order, and that the Services covered under the payment request have been completed in accordance with the Work Authorization. If it is found that the payment request is not in proper order, or the Services covered under the payment request do not satisfy this Agreement, the payment request may be rejected.

11.2 Prompt Payment: County shall make payment of a payment request in accordance with Chapter 218, Part VII of the Florida Statutes "Local Government Prompt Payment Act" from the date, which a properly received payment request is recorded as received by County, for Services completed to the satisfaction of County.

11.3 Form of Request: If the payment request is not received in proper order, County may reject the payment request within ten (10) business days after the date on which the payment request is recorded as received by County. County shall provide Consultant with a written notification of the rejection specifying the deficiency and corrective measures necessary to make the payment request proper. Upon receipt of a payment request that corrects the deficiency, County shall make payment in accordance with Chapter 218, Part VII of the Florida Statutes "Local Government Prompt Payment Act",

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or reject the payment request, within ten (10) business days after the date on which the corrected and proper payment request is recorded as received by County.

11.4 Resolution of Payment Request Disputes: In the event of a dispute between Consultant and County concerning the full or partial payment of a payment request, such disagreement shall be finally determined by County. If the dispute between Consultant and County involves a portion of a payment request, the undisputed portion shall be paid by County in a timely manner, as long as the payment request for the undisputed portion is in proper order. Proceedings to resolve the dispute will be commenced within forty-five (45) business days after the date the payment request in dispute was recorded as being received by County and will be concluded by final decision of County within sixty (60) business days after the date on which the payment request was recorded as being received by County. Such procedures do not constitute an administrative proceeding that prohibits a court from deciding de novo any action arising out of the dispute.

11.5 Purchase Order: Although an Agreement will be executed by County and Consultant for the Services through a Work Authorization, a purchase order will also be issued to Consultant for the purpose of facilitating payment to Consultant. Except under an "emergency request", Consultant shall not provide any Services to County until Consultant has received a purchase order from County. Consultant shall be permitted to accept an order to provide Services under an emergency purchase without a purchase order; however, such request from County must be transmitted to Consultant via facsimile or e-mail. The written transmission order must be submitted with any payment request submitted by Consultant for such emergency requests.

11.6 Progress Payments: Consultant may submit progress payment requests to County for partial completion of the Services. If County makes payment of progress payments to Consultant which is attributable to any services provided by any of Consultants suppliers, subconsultants or subcontractors, Consultant shall remit payment for such from the progress payments to those subconsultants or subcontractors. All Services covered by progress payment requests shall become the sole property of County. However, this shall not be construed as relieving Consultant of the sole responsibility for the care and protection of those Services which have been completed, even if Consultant remains in possession and control of such Services, or as a waiver of the right of County to require Consultant to fulfill all of the terms of the Agreement. If Consultant's fee is a "lump sum amount", Consultant shall indicate on each invoice (1) the percentage of work completed, (2) the value of the completed work, based on a percentage of the lump sum amount, (3) the total amount of prior payments received, and (4) the net amount of the payment request, which is the value of the completed work minus the value of prior payments received.

11.7 Payments to Subconsultants: When Consultant receives from County any payment for Services covered under the Agreement, Consultant must pay such moneys received to each sub-Consultant or supplier in proportion to the percentage of the Services completed by each sub-Consultant or supplier within ten (10) business days after Consultant's receipt of the payment. If Consultant receives less than full payment, then Consultant shall be required to disburse only the funds received on a pro rata basis to its sub-Consultants or suppliers, each receiving a prorated portion based on the amount due on the payment. If a sub-Consultant receives payment from Consultant for labor, services or materials furnished by sub-Consultants or suppliers hired by the sub-Consultants, the sub-Consultant must remit payment due to those sub-Consultants or suppliers within seven (7) business days after the sub-Consultant's receipt of payment from Consultant.

11.8 Records of Costs: Records of costs incurred under terms of this Agreement will be maintained and made available upon request to County at all times during the term of this Agreement and for five (5) years after the expiration or termination of the Agreement. Copies of these documents and records will be furnished to County upon request. Records of costs incurred will include Consultant's general accounting records and the project records, together with supporting documents and records, of Consultant, their subconsultants and subcontractors, performing work on the project, and all other records of Consultant, their subconsultants and subcontractors considered necessary by County for a proper audit of project costs.

11.9 Right to Withhold: Except for issues arising from contract indemnification provisions, County will have the right to retain out of any payment due Consultant under this Agreement an amount sufficient to satisfy any amount due and owing to County by Consultant on any other Agreement

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between Consultant and County. County may withhold payment on any invoice in the event that Consultant is in default under any provision of this Agreement or any other Agreement between Consultant and County as of the time of processing the invoice or as of the time payment is made available on the invoice. This right to withhold will continue until such time as the default has been cured, and, upon cure, County will have the right to retain an amount equal to the damages suffered as a result of the default.

11.10 Final Payment Once the Project has been completed and Consultant has fulfilled all of the requirements under the Work Authorization and provided there are no existing or pending claims or demands by County against Consultant, Consultant may submit a final payment request to County. Upon receipt of such, and provided the payment request is in order, County shall make final payment to Consultant.

11.11 ACH Enrollment: All Consultants will be required to complete an "Authorization Agreement for ACH Credits Enrollment Form". Payments will be deposited directly into Consultant's bank account. This means there is no need to wait for the check to come in the mail and eliminates the possibility of a lost check. The Clerk's Accounts Payable Department will provide confirmation via email when payments are transmitted, ensuring immediate notification.

12.0 Warranties:

12.1 Warranty of Ability to Perform: Consultant warrants that, to the best of its knowledge, there are no pending or threatened actions, proceedings, investigations, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish Consultant's ability to satisfy its agreement obligations.

12.2 Warranty Against Defects in Workmanship: Consultant shall warrant its Services against defects in materials and workmanship for a minimum period of one (1) year from acceptance of the Services by County. Should any defects in materials or workmanship appear during the warranty period, Consultant shall replace the materials or equipment, or repair or re-do the service, immediately upon receipt of written notice from County, at no additional expense to County. Consultant shall warrant such replaced materials or equipment, or repaired or re-done Services, for a period of one (1) year after acceptance of such by County.

12.3 Warranty of Standard Care: In the performance of professional services, Consultant will use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. Consultant will use due care in performing its Services and will have due regard for acceptable professional standards and principles. Consultant's standard of care shall not be altered by the application, interpretation, or construction of any other provision of this Agreement. If any of the Services performed by Consultant do not comply with the foregoing warranties and County notifies Consultant of such, then Consultant shall (at its sole expense) promptly re-execute the nonconforming Services. All such re-performed Services shall be performed on a mutually agreed schedule. Consultant shall and does hereby assign to County the benefits of any of Consultant's sub-consultant's or Sub-contractor's warranties. Such assignment shall not relieve Consultant of its warranty obligations for performance or standard of care to County under this Agreement.

12.4 Warranty of Title: Title to any work product that results from Consultant's performance of its Services under the Agreement shall pass to County to the extent of the payments made for such by County, or on the date, that County accepts the completed Services of Consultant. When title passes to County in accordance with the Agreement, Consultant warrants that the work product furnished will be free and clear of all security interests, liens and encumbrances or claims of any party.

13.0 Public Records: Consultant will keep and maintain public records required by County to perform the service. Upon request from County's custodian of public records, Consultant will provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statues, or as otherwise provided by law for a period of five (5) years. Consultant will provide County access to all records. Consultant will ensure that the public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of the Agreement and following completion of the Agreement if Consultant does not transfer the records to County. Upon

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completion of the Agreement, Consultant will transfer, at no cost, to County all public records in possession of Consultant or keep and maintain public records required by County to perform the service. If Consultant transfers all public records to County upon completion of the Agreement, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon completion of the Agreement, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County, upon request from County's custodian of public records, in a format that is compatible with the information technology system of County. If Consultant does not comply with County's request for public records, County shall enforce the provisions of the Agreement in accordance with the terms of the Agreement and may cancel the Agreement.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT NANCY JO KINCH, CUSTODIAN OF PUBLIC RECORDS, AT 3600 W. SOVEREIGN PATH, LECANTO, FL 34461; PHONE: (352) 527-5235; EMAIL: NANCY.KINCH@CITRUSBOCC.COM.

14.0 Insurance: During the term of the Agreement, Consultant, at its sole expense, shall provide insurance of such a type and with such terms and limits as noted below. Providing and maintaining adequate insurance coverage is a material obligation of Consultant. Consultant shall provide County a certificate(s) of insurance, evidencing such coverage.

14.1 Minimum Insurance Requirements: Pursuant to Section 337.106, Florida Statues, Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives, employees or subconsultants. The coverages, limits or endorsements required herein protect the primary interests of County, and these coverages, limits or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect Consultant against any loss exposures, whether as a result of the project or otherwise. The requirements contained herein, as well as County's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Consultant under this contract.

14.2 Commercial General Liability: Consultant must obtain a General Liability policy with a minimum limit of $1,000,000 per occurrence, and a $2,000,000 general aggregate.

14.3 Automobile Liability: Consultant must obtain coverage for all vehicles for Bodily Injury and Property Damage of not less than $1,000,000 combined single limit each accident. In the event Consultant does not own vehicles, Consultant shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

14.4 Workers Compensation and Employer's Liability:

14.4.1 Consultant must obtain Workers Compensation insurance with limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen & Harbor Workers Act. Employer's Liability limits for not less than $100,000 each accident $500,000 disease policy limit and $100,000 disease each employee must be included.

14.4.2 For any officer of a Consultant that has exempt status as an individual, County requires proof of workers compensation insurance coverage for that Consultant/employer/owner's employees. If Consultant/employer/owner or individual has applied for a workers compensation exemption, County does not recognize this exemption to extend to the employees of Consultant/employer/owner.

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14.4.3 The purpose of this section is to ensure that all Consultants, subconsultants, sole proprietors, or business entities of any kind who contract with County for provision of goods or services, provide workers' compensation coverage for all employees, and principles of Consultants, subconsultants, sole proprietors, or other business entities. All provisions of this Section shall be construed in accord with this intent.

14.5 Professional Liability and/or Errors and Omissions Liability: Professional (E&O) Liability must be afforded for personal injury and Property Damage for not less than $1,000,000 each claim, $1,000,000 policy aggregate.

14.6 Other Insurance Provisions:

14.6.1 Consultant shall provide a Certificate of Insurance to County with a thirty (30) day notice of cancellation or changes in policy language, ten (10) day notice if cancellation is for nonpayment of premium. The certificate shall indicate if coverage is provided under a "claims-made" or "occurrence" form. If any coverage is provided under a claims-made form, the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

14.6.2 The project's number should be noted on the certificate.

14.6.3 Consultant 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, Consultant shall maintain a Commercial Surety Bond or Letter of Credit in an amount equal to said deductible or self-insured retention.

14.6.4 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.

14.6.5 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 and Professional Liability. The coverage shall contain no special limitation on the scope of protection afforded to County, its officials, employees, or volunteers.

14.6.6 Consultant's insurance coverage shall be primary insurance as respects County, its officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officials, employees, or volunteers shall be excess of Consultant's insurance and shall be non-contributory.

14.6.7 For all policies of insurance except Professional Liability: Consultant, and its insurance carrier, waive all subrogation rights against County for all losses or damages that occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not. County requires General Liability policies to be endorsed with CG 24 04 Waiver of Transfer of Rights of Recovery Against Others to Us or similar endorsement, and a WC 00 0313 Waiver of our Right to Recover from Others for Workers Compensation coverage.

14.6.8 The Certificate Holder should read as follows: Citrus County, Florida, 3600 W. Sovereign Path, Lecanto, FL 34461.

14.6.9 It is Consultant's responsibility to ensure that all subconsultants comply with these insurance requirements. Consultants shall include all subconsultants as insured under its policies or shall furnish separate certificates and endorsements for each sub-consultant. All coverages for subconsultants shall be subject to all of the requirements stated herein.

14.6.10 All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A-.

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14.6.11 All Certificates must show that Consultant's policies have been endorsed per the requirements.

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

15.0 Indemnification: Consultant shall indemnify and hold harmless County, their officers, and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Consultant and persons employed or utilized by Consultant, including any subcontractors, in the performance of the construction contract. Neither Consultant nor any of its agents will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of County or any of its officers, agents, or employees. The parties agree that this clause shall not waive the benefits or provisions of Section 768.28, Florida Statutes, or any similar provision of law. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by County, any sums due Consultant under this Agreement may be retained by County until all of County's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by County.

16.0 Change Orders: County may at any time, as the need arises, order changes within the scope of the services without invalidating the Agreement. If such changes result in an increase or decrease in the Contract Price, or in the time required for performance of the Services, an equitable adjustment shall be authorized by way of a Change Order. County also may at any time, by issuing a Field Order, make changes in the details of the Services. Consultant shall proceed with the performance of any changes in the Services so ordered by County unless Consultant believes that such Field Order entitles it to a change in Contract Price or Time, or both, in which event Consultant shall give County written notice thereof within fifteen (15) calendar days after the receipt of the ordered change, and Consultant shall not execute such changes pending the receipt of an executed Change Order or further instruction from County.

17.0 Termination of Agreement: The Master Agreement or Work Authorization Assignment may be terminated by either party upon giving the other party thirty (30) calendar day's written notice. In the event of termination, County will be responsible for compensating Consultant only for the satisfactorily completed or partially completed Services up to the date of termination. Consultant shall not be entitled to recover any loss of anticipated profit.

18.0 Additional Terms and Conditions:

18.1 Advertising: Subject to Chapter 119, Florida Statutes, Consultant shall not publicly disseminate any information concerning the Master Agreement without prior written approval from County, including, but not limited to mentioning the Master Agreement in a press release or other promotional material, identifying County as a reference, or otherwise linking Consultant's name and either a description of the Master 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 Master Agreement.

18.2 Assignment: Neither County nor Consultant shall sell, assign or transfer any of its rights, duties or obligations under the Master Agreement without the prior written consent of the other Party. In the event of any assignment, Consultant remains secondarily liable for performance of the Agreement, unless County expressly waives such secondary liability.

18.3 Bankruptcy or Insolvency: Consultant shall promptly notify County in writing of the filing of any voluntary or involuntary petition for bankruptcy and/or of any insolvency of Consultant or any of its subconsultants or subcontractors who are involved in the provision of the Services under this Master Agreement.

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18.4 Compliance with Laws: Consultant shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Local, State and Federal agencies having jurisdiction and authority. These laws, shall include, but not be limited to, Chapter 287, Florida Statutes, the Uniform Commercial Code, the Immigration and Nationalization Act, the Americans with Disabilities Act, the United States Occupational Safety and Health Act, the United States Environmental Protection Agency, the State of Florida Department of Environmental Protection, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, sexual orientation, gender identity or expression or veteran's status. Violation of such laws shall be grounds for termination of the Agreement.

18.5 Conflict of Interest: Consultant warrants that it is not aware of any contracts or arrangements, which would conflict in any manner with the performance of the Services under this Agreement. If Consultant becomes aware of a potential conflict of interest, internally or among Consultant's subconsultants or employees during the course of the Agreement, Consultant shall immediately bring the issue to the attention of the County. If at the County's sole discretion, a conflict of interest exists, the parties may waive the conflict, Consultant will end the conflict, or the County may terminate the Agreement under the Terms of Article 17 of the Agreement. Furthermore, Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Consultant any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant, and its subconsultants at any tier, certify that they have not entered into any contract, sub-contract, or arrangement in connection with the Project covered under this Agreement, or of any property included or planned to be included in the Project, in which any member, officer, of employee of Consultant or its subconsultants, during its tenure, or for two years thereafter, has any interest, direct or indirect. Consultant, and its subconsultants at any tier, shall insert the following provision into each of their contracts and sub-contracts:

"No member, officer, or employee of the subcontractor, during their tenure or for two years thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof."

18.6 Correction of Services: Consultant shall promptly remove from the premises all Services rejected by County for failure to comply with the Contract Documents, whether incorporated into the Project or not, and Consultant shall promptly replace and re-execute the Services in accordance with the Contract Documents and applicable laws (e.g., Americans with Disabilities Act and Florida Building Code), without additional expense to County for errors, omissions or deficiencies in the deliverables furnished, produced and or developed by Consultant or any Consultant Representative, and shall bear the expense of making good all Services of other consultant's work destroyed or damaged by such removal or replacement. All removal and replacement of Services shall be done at Consultant's expense. If Consultant does not take action to remove such rejected Services within ten (10) calendar days after receipt of written notice from County, County may remove such Services on their own and store the materials at the expense of Consultant.

18.7 County, State or Federal Funds: The County's performance and obligation to pay under this contract is contingent upon an annual appropriation from state and federal government as well as allocation by the Board of County Commissioners. Additionally, in accordance with Section 216.347, Florida Statutes, and as provided herein, Consultant may not expend any County funds for the purpose of lobbying the legislature, or local, state, or federal agencies.

18.8 Debarment: Consultant certifies to the best of their knowledge and belief, that they and their principals 1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Municipal, County, State or Federal department or agency, 2) have not, within a three-year period preceding execution of this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property, 3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses

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enumerated above, 4) have not within a three-year period preceding execution of this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default, and 5) will advise County immediately if their status changes and will provide an explanation for the change in status.

18.9 Direct Purchase: County may purchase materials, equipment and supplies directly from the Consultant's supplier instead of through Contract, forgoing the payment of sales and use taxes.

18.10 Discriminatory Vendor: Consultant certifies that they are not subject to Section 287.134 (2)(a) which specifies that an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity, and may not transact business with public entity.

18.11 Disposal of Wastes: Consultant 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. Consultant shall use only disposal facilities which have proper permits and are in full compliance with all Laws. Consultant agrees that County has the right to reject, for any reason, Consultant's use of any particular disposal facility.

18.12 Dispute Resolution: For any dispute concerning performance of the Master Agreement or any Work Authorization Assignment, which includes without limitation controversies based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission, County shall attempt to reach a mutual agreement as to the settlement and resolution of the dispute with Consultant. Should a mutual agreement not be reached, County shall render a decision and reduce such to writing and serve a copy on Consultant. The decision shall be final and conclusive.

18.13 Documentation: All tracings, plans, specifications, maps, deliverables, computer files and/or reports prepared or obtained under this Master Agreement and any Work Authorization Assignment, 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 Master Agreement without restriction or limitation on their use (ie. Equipment, services, software, computer models, data, routines, technology, and other intellectual property incident to provide the Scope of Services). Upon delivery to County of said document(s), County will become the custodian thereof in accordance with Chapter 119, Florida Statutes. Consultant will not copyright any material and products, trademark, trade secret or patent any invention developed under this Master Agreement. Copies of these documents are not to be sold or distributed to third parties without the written consent of County. This Master Agreement has been prepared by County and reviewed by Consultant and their professional advisors and it is agreed that it should not be interpreted in favor of either County or Consultant or against County or Consultant merely because of their efforts in preparing the Master Agreement. The headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Master Agreement.

18.14 Drug Free Workplace: Consultant certifies that it has in place a Drug-Free Workplace Program in accordance with the Drug-Free Workplace Act of 1988 (41 U.S.C. 702-706).

18.15 Employees, Subconsultants, Subcontractors and Agents: All Consultant employees, subconsultants, subcontractors, or agents performing any of the Services under the Work Authorization and Master Agreement shall be properly trained to meet or exceed any specified training qualifications and has or will secure, at its own expense, all personnel required to perform the Scope of Services required. Upon request, Consultant shall furnish a copy of licenses, certifications, or other proof of qualification. All employees, subconsultants, subcontractors, or agents of Consultant must comply with all security and administrative requirements of County. County may conduct, and Consultant shall cooperate in, a security background check or otherwise assess any employee, sub-consultant, subcontractor, or agent of Consultant. County may refuse access to County Facilities or require replacement of any employee, sub-consultant, subcontractor, or agent of Consultant for cause, including, but not limited to, technical or training qualifications, quality of services, change in security status, or non-compliance with County's security or other requirements. Such refusal shall not relieve Consultant of its obligation to perform all Services in compliance with any Work Authorization and the

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Agreement. County may reject and bar from any County facility for cause any of Consultant's employees, subconsultants, subcontractors, or agents. County shall have the right to review and approve any subconsultants or subcontractors that are utilized by Consultant in the performance of their Services. Consultant shall be fully responsible to County for the acts and omissions of its subconsultants and subcontractors, and persons directly or indirectly employed by them. It is Consultant's responsibility to ensure that its subconsultants and subcontractors are properly licensed to do business in the State of Florida and Citrus County, as required by law and comply with insurance provisions.

18.16 Environmental Issues: All notifications regarding environmental issues or requirements shall be sent immediately to County's Contact Person. Unless directed otherwise by County, Consultant is not to contact any local, state, or federal governmental agencies concerning environmental issues involving the Project Site under any Work Authorization Assignment.

18.17 Equal Employment Opportunity: Consultant shall not discriminate on the basis of race, color, sex, sexual orientation, gender identity, age, national origin, religion, and disability or handicap in accordance with the Provisions of: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000 et seq.), Title VII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), Florida Civil Rights Act of 1992 (§ 760.10 et seq.), Title 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375, Title 49 CFR 23 and Title 49 CFR 26 for Disadvantaged Business Enterprises, Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.), Title 49 CFR 21 and Title 49 CFR 23, Nondiscrimination on the basis of handicap, Title 49 CFR 27, Americans with Disabilities Act of 1990 (42 U.S.C. 12102, et. Seq.), Federal Fair Labor Standards Act (29 U.S.C. § 201, et seq.), and any other Federal and State discrimination statutes. Consultant shall furnish pertinent information regarding its employment policies and practices as well as those of their proposed subconsultants as the Secretary of Labor, or County may require. The above shall be required of any sub-consultant hired by Consultant. All Equal Employment Opportunity requirements shall be included in all non-exempt subconsultants entered into by Consultant. Sub-contracts entered into by Consultant shall also include all other applicable labor provisions. No sub-contract shall be awarded to any non-complying sub-consultant. Additionally, Consultant shall insert in its sub-contracts a clause requiring subconsultants to include these provisions in any lower tier sub-contracts that may in turn be made. Consultant shall comply with all state laws and local ordinances, except that any preferential consideration of local in-state subconsultants is NOT allowed.

18.18 E-Verification System: Consultant shall comply with the Executive order No. 12989 as amended, and Executive Order No. 11-116, and agrees to utilize the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of: (1) all persons employed by Consultant during the contract term to perform any duties within Florida, and; (2) all persons, including subconsultants, assigned by Consultant to perform work pursuant to this Agreement. Consultants meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.

18.19 Force Majeure Event: Consultant shall not be considered to be in default in the performance of its obligations under this Master Agreement and Work Authorization Assignment, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligation is prevented or delayed by any cause, existing or future, which is beyond the reasonable control, and not a result of the fault or negligence of the affected party (a "Force Majeure Event"). If a party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such party shall immediately provide notice to the other party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include, but not be limited to acts of civil or military authority (including courts or regulatory agencies), acts of God (excluding normal or seasonal weather conditions), war, riot, or insurrection, inability to obtain required permits or licenses, hurricanes and severe floods.

18.20 Governing Law and Venue: The Master 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

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Master Agreement, the jurisdiction and venue of such action shall be an appropriate State Court in Citrus County, Florida.

18.21 Governmental Restrictions: If Consultant believes that any governmental restrictions have been imposed that require alteration of the methods used in the performance of the Services, Consultant shall immediately notify County in writing, indicating the specific restriction. County reserves the right, and the complete discretion, to accept any such alteration or to cancel the Master Agreement and/or Work Authorization Assignments at no further expense to County.

18.22 Immigration and Nationality Act: Consultant shall comply with all immigration laws as outlined in 8 USC § 1324a - Unlawful employment of aliens. County will not intentionally award County contracts to any Consultant who knowingly employs unauthorized Alien workers. Any violation of the employment provisions outlined in the Immigration and Nationality Act throughout the term of any Agreement with County may result in immediate termination of the Agreement. County will consider the employment of unauthorized aliens a violation of Section 274A (e) of the Immigration and Nationality Act. Such violation will be cause for unilateral cancellation of the Agreement, by County, if Consultant knowingly employs unauthorized aliens.

18.23 Inspection, Performance, Supervision: County reserves the right to inspect the Services provided by Consultant, whether partially or fully completed, at any time, as deemed appropriate by County for the purpose of ensuring Consultant's performance under the Master Agreement. Such inspections performed by County, shall not be construed as a final approval of Consultant's Service, and shall not relieve Consultant from its obligations under the Master Agreement or any Work Authorization Assignment. County reserves the right to inspect, at any reasonable time with prior notice, Consultant's facilities to assess conformity of the provision of the Services with the Master Agreement or Work Authorization Assignment requirements. County reserves the right to investigate or inspect, at any time, whether the provision of the Services complies with the Master Agreement or Work Authorization Assignment requirements. Consultant shall at all times during the Master Agreement term remain responsive and responsible. Consultant must be prepared, if requested by County, to present evidence of experience, ability, and financial standing, as well as a statement as to capacity of Consultant for the performance of the provision of the Services covered under the Master Agreement and Work Authorization Assignments. If County determines that Consultant does not meet these qualifying conditions, or that the Services proposed to be furnished do not meet the specified requirements, or that performance is untimely, County may terminate the Work Authorization Assignment or Master 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 Master Agreement, but should County elect to do so, Consultant is not relieved from fulfilling all Master Agreement requirements. Consultant shall supervise and direct the performance of its Services and shall be solely responsible for the means, methods, techniques, sequences, and safety of construction. Consultant will employ and maintain at the Project Site a supervisor or superintendent who shall have been designated in writing by Consultant as Consultant's representative at the Project Site. The supervisor or superintendent shall have full authority to act on behalf of Consultant and all communications given to the supervisor or superintendent shall be as binding as if given directly to Consultant. The supervisor or superintendent shall be present on the Project Site at all times as required to perform adequate supervision and coordination of Consultant's Services. County reserves the right to enter into Agreements with other firms or entities to assist County with its review of the deliverables, any project component(s) and the work.

18.24 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.

18.25 Lawful Claims and Demands: Should any outstanding claims by subconsultants or suppliers incurred in the performance of the Services materialize after County has made Payment to Consultant, Consultant will indemnify and save County harmless from such claims. Acceptance by Consultant of payment shall be and shall operate as a release to County of all claims and all liabilities to Consultant, other than claims in stated amounts as may be specifically excepted by Consultant for things done or furnished in connection with the provision of the Services, and for every act and neglect of County and others relating to or arising out of the provision of the Services covered under this Master Agreement or Work Authorization Assignments. Any payment, however final or otherwise, shall not release Consultant or its sureties from any obligations under the Master Agreement.

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18.26 Lobbying: Consultant shall not, in connection with the Agreement, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any County officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any County officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, Services, employment, or contracts of any kind.

18.27 Local Preference: Not Applicable in this Agreement

18.28 Materials, Services, and Facilities: It is understood that, except as otherwise specifically stated in the Contract Documents, Consultant shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the Services within the specified time.

18.29 Non-Collusion: Consultant agrees that neither it, nor any of its officers, partners, agents or employees have entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of a free competitive solicitation in connection with this Master Agreement, and that Consultant intends to do the work with its own bonafide employees or subconsultants and has not provided a Response for the benefit of another consultant. Furthermore, Consultant certifies that its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to submitting a Response on any public contract.

18.30 Patent and Copyright Responsibility: Any material, design or supplied specified by Consultant or supplied by Consultant pursuant to this Agreement shall not knowingly infringe any patent or copyright, and Consultant shall be solely responsible for securing any necessary licenses required for patented or copyrighted material utilized by Consultant in the performance of the services.

18.31 Project Site Conditions: Consultant shall be deemed to have examined the Project Site, if applicable and to have secured full knowledge of all conditions under which the Services are to be executed and completed.

18.32 Protection of Persons: Consultant will be responsible for the safety of its employees and the employees of its subconsultants and subcontractors, during the provision of their Services. Consultant will be responsible for initiating, maintaining, and supervising all safety programs in connection with the provision of their Services in accordance with applicable safety standards and regulations, as promulgated by the United States Occupational Safety and Health Act and those of County. Consultant shall report promptly to County any accident or unusual occurrence during the performance of the Services, including personal injury or death to any Consultant employee, sub-consultant or subcontractor employee or any member of the public, or any damage to any of County's property, the Project Site, or adjacent property.

18.33 Public Entity Crime: Pursuant to 287.133, Florida Statute, person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, response, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, response, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, responses, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

18.34 Relationship: Consultant is an independent Contractor to County in performing its Services under this Master Agreement and is not an employee, agent, joint-venture, or partner of County.

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18.35 Risk of Loss: Until the Services have been accepted by County, risk of loss or damage to any work product, whether partially or fully completed, that is associated with the Services shall remain with Consultant.

18.36 Schedules, Reports and Records: Consultant shall submit to County cost schedules, progress schedules, estimates, records, reports, and any other data, as related to the provision of the Services covered under the Master Agreement or Work Authorization Assignment. Furthermore, County reserves the right to inspect and audit Consultant's books and records relating to the Agreement, when deemed appropriate by County. All schedules, reports and records of Consultant, as they relate to the Master Agreement or Work Authorization Assignment, shall be retained by Consultant for a period of five (5) years from the date of final payment under the Master Agreement.

18.37 Scrutinized Companies: Consultant certifies that it is not listed on (a) the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statues, or is engaged in a boycott of Israel; (b) the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or (c) is engaged in business operations in Cuba or Syria. Consultant further understands and accepts that any contract issued as a result of this 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 Consultant.

18.38 Security and Confidentiality: Consultant shall comply fully with all security procedures of County in the performance of the Master Agreement. Consultant shall not divulge to third parties any information obtained by Consultant or its agents, subconsultants, subcontractors, officers or employees in the course of the provision of the Services without written consent of County. However, Consultant shall be permitted to release information to third parties if such information is publicly available through no fault of Consultant, information that Consultant developed independently without relying on County's information, or information that is otherwise obtainable under State and Federal law as a public record. To ensure confidentiality, Consultant shall take appropriate steps as to its personnel, agents, subconsultants and subcontractors. The warranties of this paragraph shall survive the Master Agreement.

18.39 Severability: If a court deems any provision of this Master Agreement void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

18.40 Survival: All express representations, waivers, indemnifications, and limitations of liability included in this Master Agreement will survive its completion or termination for any reason.

18.41 Taxes: Consultant shall pay all sales, consumer, use and other similar taxes required to be paid by Consultant in accordance with the laws and regulations of the State of Florida which are applicable to the provision of the Services under the Master Agreement or Work Authorization Assignment. County will not pay for any personal property taxes levied on Consultant or for any taxes levied on Consultant's employees' wages. County is a political subdivision of the State of Florida and holds a State of Florida Sales Tax Exemption Certificate (No. 85-8012621778C-1). All purchases made by County directly from a dealer, distributor or manufacturer are exempt from sales, consumer, use and other similar taxes.

18.42 Waiver: The delay or failure by County to exercise or enforce any of its rights under this Master 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.

18.43 Workforce Labor: County believes that the hiring of workforce labor by contractors to whom County awards contracts should, to the maximum extent, be citizens within its boundaries that are unemployed or seeking work for the first time. To that extent, County has agreed to notify Career Source CLM of all awards involving construction and other types of services. Career Source CLM is a local business-led organization that plans and coordinates quality employment and training services for businesses and individual career seekers in Citrus County. Contractor will be contacted by Career Source CLM, to discuss hiring through its staff and services. Contractor's participation with Career

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Source CLM is not required as a condition of this Agreement, but rather an opportunity for greater support for the community of Citrus County and Contractor in hiring assistance.

19.0 Authority: Each person signing the Master Agreement warrants that he or she is duly authorized, qualified, duly organized to do business under the laws of the State of Florida and to bind the respective party to the Master Agreement.

IN WITNESS WHEREOF, this Agreement is accepted by the Parties as of the date noted below.

MEAD AND HUNT, INC.

Signature of Witness (1)

Bernadette Fox
Printed Name of Witness (1)

BY: _____
MATTHEW MUNZ, VICE PRESIDENT

Signature of Witness (2)

Sharon Simington
Printed Name of Witness (2)

STATE OF Florida

COUNTY OF Volusia

The foregoing instrument was acknowledged before me, by means of [X] physical presence or [ ] online notarization, this 15th day of February, 2022, by Matthew Munz as Vice President of Mead & Hunt who is [X] personally known to me or [ ] who produced _____ as identification.

Witness my hand and official seal this 15th day of February, 2022.

NOTARY PUBLIC Signature
Printed Name: Erika Lustik
Commission No.: GG 325548
Expiration Date: August 18, 2023

ERIKA S. LUSTIK
MY COMMISSION # GG 325548
EXPIRES: August 18, 2023
Bonded Thru Notary Public Underwriters

SEAL

Official use only

ATTEST:

_____
ANGELA VICK, CLERK

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

BY: _____
RONALD E. KITCHEN, JR., CHAIRMAN

DATE: _____

Attachment: 3-8-22 Agenda Docs-Mead & Hunt (19965 : RFQ 21-096 Continuing Contract for Prof Serv for the Water, WW & Reclaimed Water

EXHIBIT "A"
MEAD & HUNT, Inc.
Standard Billing Rate Schedule

Standard Billing Rates

Clerical	$88.00 / hour
Accounting, Administrative Assistant	$108.00 / hour
Technician I, Technical Writer	$108.00 / hour
Technician II	$124.00 / hour
Technician III	$143.00 / hour
Technician IV	$159.00 / hour
Senior Technician	$170.00 / hour
Engineer I, Scientist I, Architect I, Planner I	$145.00 / hour
Engineer II, Scientist II, Architect II, Planner II	$165.00 / hour
Engineer III, Scientist III, Architect III, Planner III, Project Manager	$185.00 / hour
Senior Engineer, Senior Scientist, Senior Architect, Senior Planner, Senior Economist	$215.00 / hour
Senior Project Engineer, Senior Project Scientist, Senior Project Architect, Senior Project Planner, Technical Specialist	$270.00 / hour
Senior Associate	$278.00 / hour
Principal	$303.00 / hour
Senior Client/Project Manager	$225.00 / hour

Expenses

Geographic Information or GPS Systems	$100.00 / day
Out-Of-Pocket Direct Job Expenses	cost plus 15%

Such as reproductions, sub-consultants / contractors, etc.

Billing & Payment

Invoicing is on a monthly basis for work performed. Payment for services is due within 30 days from the date of the invoice.

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BOARD OF COUNTY COMMISSIONERS
DEPARTMENT OF WATER RESOURCES
DIVISION OF UTILITIES
1300 S. Lecanto Highway
Lecanto, Florida 34461-9014

Telephone: (352) 527-7650 Fax: (352) 527-7644
Citrus Springs/Dunnellon/Inglis/Yankeetown area - Toll Free (352) 489-2120
TTY Telephone: (352) 527-5312
www.bocc.citrus.fl.us

MEMORANDUM

To: Linda Morse, Purchasing and Contract Manager, Office of Management and Budget

From: Tina Malmberg, Utility Planning & Engineering Division, Director

Christina Malmberg Digitally signed by Christina Malmberg DN: C=US, E=christina.malmberg@citrusbocc.com, CN=Christina Malmberg Date: 2021.11.30 11:38:34-06'00'

Date: November 30, 2021

RE: **RFQ 21-096 - Continuing Contract for Professional Services for Water, Wastewater, and Reclaimed Water Utility Systems**

County staff has completed the evaluation of each Consultant firm and their proposals according to the criteria defined in the Request for Qualification #21-096. Based upon the overall evaluation and weighting of the written presentations, it is the opinion and recommendation of staff that following list of consultants be awarded the engineering services defined in RFQ 21-096.

1. Jones Edmunds & Associates, Inc.
2. Wright-Pierce, Inc.
3. Burrell Engineering, Inc.
4. Booth, Ern Straughan & Hiott, Inc.
5. McKim & Creed, Inc.
6. Kimley-Horn and Associates, Inc.
7. Ardurra Group, Inc.
8. Mead and Hunt, Inc.

As always, your assistance is greatly appreciated.

Attachment: 3-8-22 RFQ 21-096 Agenda Docs (19965 : RFQ 21-096 Continuing Contract for Prof Serv for the Water, WW & Reclaimed Water

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: (Two lines maximum) Request for Statements of Qualifications; Continuing Contract for Professional Services Water, Wastewater, and Reclaimed Water Utility Systems

DEPARTMENT / DIVISION: Utility Planning & Engineering

ACCOUNT NUMBER: (Four lines maximum)

BUDGET AMOUNT:

FINANCING REQUIRED: YES ☐ NO ■ **GRANT FUNDED:** YES ☐ NO ■

DESCRIPTION OF COMMODITY / SERVICE / PROJECT AND JUSTIFICATION FOR EXPENDITURE:

The Citrus County Board of County Commissioners (County), in compliance with the Consultants Competitive Negotiation Act (287.055 Florida Statutes), invites Letters of Interest and Statements of Qualifications from firms (or individual professionals), having qualifications and experience furnishing various professional services associated with public water, wastewater, and reclaimed water systems.

The County's Water Resources Department (Department) is responsible for the evaluation, planning, funding, design, permitting, and construction of various water, wastewater, and reclaimed water systems and facilities. As such, the Department routinely has the need to engage the services of various professionals to assist with tasks customarily associated with these systems and facilities. This project involves engaging firms (or individual professionals), on continuing contract basis, to assist with specific tasks as they are identified.

REQUESTOR Christina Malmberg Digitally signed by Christina Malmberg DN: C=US, E=christina.malmberg@citrusbocc.com, CN=Christina Malmberg Date: 2021.04.28 14:14:56-04'00' **DATE** _____

DIVISION DIRECTOR Christina Malmberg Digitally signed by Christina Malmberg DN: C=US, E=christina.malmberg@citrusbocc.com, CN=Christina Malmberg Date: 2021.04.28 14:15:12-04'00' **DATE** _____

DEPARTMENT DIRECTOR Ken Cheek Digitally signed by Ken Cheek Date: 2021.06.28 08:16:55 -04'00' **DATE** _____

MANAGEMENT & BUDGET DIRECTOR _____ **DATE** 6.29.2021

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RFQ 21-096 Continuing Contract for Professional Services Water, Wastewater and Reclaimed Water Utility Systems

Evaluation for RFQ 21-096

Scores

Criteria	Company Information and Qualifications	Personnel Proposed and Qualifications	Technical Strength and Support Capability	Specifications and Approach to the Services to be Performed	Required Forms, Documents, and Information	Total
Weight	**25**	**25**	**15**	**25**	**10**	**100**
Jones Edmunds & Associates, Inc.	24.00	23.00	14.00	23.00	10.00	94.00
Wright-Pierce, Inc.	22.33	23.33	14.00	23.67	10.00	93.33
Burrell Engineering, Inc.	23.33	23.00	13.00	21.00	10.00	90.33
Booth, Ern Straughan & Hiott, Inc.	21.67	23.00	14.33	21.00	10.00	90.00
McKim & Creed, Inc	23.67	22.33	13.67	19.00	10.00	88.67
Kimley-Horn and Associates, Inc.	22.33	22.33	11.33	22.00	10.00	88.00
Ardurra Group, Inc.	20.67	22.00	12.67	19.00	10.00	84.33
Mead and Hunt, Inc.	21.67	21.33	12.67	17.33	10.00	83.00
Metzger & Willard, Inc.	21.33	21.33	11.33	18.67	10.00	82.67
Cardno, Inc.	20.67	20.67	13.67	16.67	10.00	81.67
CHA Consulting, Inc.	19.67	20.00	13.00	18.67	10.00	81.33
Dyer, Riddle, Mills & Precourt, Inc.	19.00	20.33	12.00	18.67	10.00	80.00
ARMINIUS CONSULTANTS, LLC	19.67	19.67	11.67	17.00	10.00	78.00
Florida Technical Consultants, LLC	13.33	17.33	7.67	10.00	10.00	58.33

RFQ 21-096 Continuing Contract for Professional Services Water, Wastewater and Reclaimed Water Utility Systems

Evaluation for RFQ 21-096

Scores

Criteria	Company Information and Qualifications	Personnel Proposed and Qualifications	Technical Strength and Support Capability	Specifications and Approach to the Services to be Performed	Required Forms, Documents, and Information	Total
Weight	**25.00**	**25.00**	**15.00**	**25.00**	**10.00**	**100.00**
Ardurra Group, Inc.	**20.67**	**22.00**	**12.67**	**19.00**	**10.00**	**84.33**
Layne Cady	21.00	20.00	11.00	23.00	10.00	85.00
Cynthia Skelhorn	24.00	23.00	15.00	23.00	10.00	95.00
Jeanette Smith	17.00	23.00	12.00	11.00	10.00	73.00
ARMINIUS CONSULTANTS, LLC	**19.67**	**19.67**	**11.67**	**17.00**	**10.00**	**78.00**
Layne Cady	15.00	15.00	10.00	20.00	10.00	70.00
Cynthia Skelhorn	20.00	20.00	12.00	16.00	10.00	78.00
Jeanette Smith	24.00	24.00	13.00	15.00	10.00	86.00
Booth, Ern Straughan & Hiott, Inc.	**21.67**	**23.00**	**14.33**	**21.00**	**10.00**	**90.00**
Layne Cady	22.00	22.00	13.00	24.00	10.00	91.00
Cynthia Skelhorn	23.00	24.00	15.00	23.00	10.00	95.00
Jeanette Smith	20.00	23.00	15.00	16.00	10.00	84.00
Burrell Engineering, Inc.	**23.33**	**23.00**	**13.00**	**21.00**	**10.00**	**90.33**
Layne Cady	23.00	22.00	12.00	23.00	10.00	90.00
Cynthia Skelhorn	23.00	22.00	13.00	23.00	10.00	91.00
Jeanette Smith	24.00	25.00	14.00	17.00	10.00	90.00
Cardno, Inc.	**20.67**	**20.67**	**13.67**	**16.67**	**10.00**	**81.67**
Layne Cady	22.00	22.00	13.00	23.00	10.00	90.00
Cynthia Skelhorn	24.00	23.00	15.00	22.00	10.00	94.00
Jeanette Smith	16.00	17.00	13.00	5.00	10.00	61.00

Attachment: 3-8-22 RFQ 21-096 Agenda Docs (19965 : RFQ 21-096 Continuing Contract for Prof Serv for the Water, WW & Reclaimed Water

CHA Consulting, Inc.	**19.67**	**20.00**	**13.00**	**18.67**	**10.00**	**81.33**
Layne Cady	20.00	15.00	11.00	20.00	10.00	76.00
Cynthia Skelhorn	24.00	24.00	15.00	22.00	10.00	95.00
Jeanette Smith	15.00	21.00	13.00	14.00	10.00	73.00
Dyer, Riddle, Mills & Precourt, Inc.	**19.00**	**20.33**	**12.00**	**18.67**	**10.00**	**80.00**
Layne Cady	15.00	15.00	10.00	20.00	10.00	70.00
Cynthia Skelhorn	24.00	23.00	15.00	23.00	10.00	95.00
Jeanette Smith	18.00	23.00	11.00	13.00	10.00	75.00
Florida Technical Consultants, LLC	**13.33**	**17.33**	**7.67**	**10.00**	**10.00**	**58.33**
Layne Cady	12.00	12.00	7.00	10.00	10.00	51.00
Cynthia Skelhorn	20.00	18.00	12.00	18.00	10.00	78.00
Jeanette Smith	8.00	22.00	4.00	2.00	10.00	46.00
Jones Edmunds & Associates, Inc.	**24.00**	**23.00**	**14.00**	**23.00**	**10.00**	**94.00**
Layne Cady	23.00	20.00	12.00	23.00	10.00	88.00
Cynthia Skelhorn	24.00	24.00	15.00	23.00	10.00	96.00
Jeanette Smith	25.00	25.00	15.00	23.00	10.00	98.00
Kimley-Horn and Associates, Inc.	**22.33**	**22.33**	**11.33**	**22.00**	**10.00**	**88.00**
Layne Cady	23.00	21.00	13.00	24.00	10.00	91.00
Cynthia Skelhorn	25.00	23.00	15.00	23.00	10.00	96.00
Jeanette Smith	19.00	23.00	6.00	19.00	10.00	77.00
McKim & Creed, Inc	**23.67**	**22.33**	**13.67**	**19.00**	**10.00**	**88.67**
Layne Cady	23.00	21.00	13.00	21.00	10.00	88.00
Cynthia Skelhorn	23.00	23.00	14.00	22.00	10.00	92.00
Jeanette Smith	25.00	23.00	14.00	14.00	10.00	86.00
Mead and Hunt, Inc.	**21.67**	**21.33**	**12.67**	**17.33**	**10.00**	**83.00**
Layne Cady	20.00	19.00	11.00	20.00	10.00	80.00
Cynthia Skelhorn	24.00	22.00	14.00	23.00	10.00	93.00
Jeanette Smith	21.00	23.00	13.00	9.00	10.00	76.00
Metzger & Willard, Inc.	**21.33**	**21.33**	**11.33**	**18.67**	**10.00**	**82.67**
Layne Cady	20.00	20.00	11.00	20.00	10.00	81.00
Cynthia Skelhorn	24.00	22.00	14.00	23.00	10.00	93.00
Jeanette Smith	20.00	22.00	9.00	13.00	10.00	74.00

Wright-Pierce, Inc.	**22.33**	**23.33**	**14.00**	**23.67**	**10.00**	**93.33**
Layne Cady	22.00	21.00	12.00	22.00	10.00	87.00
Cynthia Skelhorn	24.00	24.00	15.00	24.00	10.00	97.00
Jeanette Smith	21.00	25.00	15.00	25.00	10.00	96.00

Client#: 101239 WRIGPIER

E.1.b.d

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/30/2021

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

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

PRODUCER	CONTACT NAME: Jerry Noyola	
Greyling Ins. Brokerage/EPIC 3780 Mansell Road, Suite 370 Alpharetta, GA 30022	PHONE (A/C, No, Ext): 770-220-7699	FAX (A/C, No):
	E-MAIL ADDRESS: jerry.noyola@greyling.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Underwriters Ins. Co.	30104
INSURER B : Hartford Fire Insurance Company	19682
INSURER C : Nutmeg Insurance Company	39608
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Wright-Pierce
600 Federal Street
Andover, MA 01810

COVERAGES **CERTIFICATE NUMBER: 22-23** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			20SBWAP6AAL	01/01/2022	01/01/2023	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
C	AUTOMOBILE LIABILITY			20UEGEI3499	01/01/2022	01/01/2023	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			20SBWAP6AAL	01/01/2022	01/01/2023	EACH OCCURRENCE	$10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$10,000,000
	DED X RETENTION $10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			20WEGAP5YF8	01/01/2022	01/01/2023	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N / A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Citrus County, Florida is named as an Additional Insured with respects to General & Automobile Liability where required by written contract. Waiver of Subrogation is applicable where required by written contract & allowed by law.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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JNOY1

Attachment: 3-8-22 Agenda Docs-Wright Pierce (19965 : RFQ 21-096 Continuing Contract for Prof Serv for the Water, WW & Reclaimed Water

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/10/2021

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

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

PRODUCER
Ames & Gough
859 Willard Street
Suite 320
Quincy, MA 02169

CONTACT NAME:
PHONE (A/C, No, Ext): (617) 328-6555 **FAX (A/C, No):** (617) 328-6888
E-MAIL ADDRESS: boston@amesgough.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Berkshire Hathaway Specialty Insurance Company	22276
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Wright-Pierce
11 Bowdoin Mill Island
Suite 140
Topsham, ME 04086

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liab.			47EPP31360302	1/1/2022	1/1/2023	Per Claim Limit	5,000,(
A				47EPP31360302	1/1/2022	1/1/2023	Aggregate Limit	5,000,(

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
All Coverages are in accordance with the policy terms and conditions.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Jared Maxwell

Attachment: 3-8-22 Agenda Docs-Wright Pierce (19965 : RFQ 21-096 Continuing Contract for Prof Serv for the Water, WW & Reclaimed Water

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The Hanover Insurance Company

AMB #: 002225 **NAIC #: 22292** **FEIN #: 135129825**

Administrative Office
440 Lincoln Street
Worcester, Massachusetts 01653-0002
United States

Web: www.hanover.com
Phone: 508-853-7200
Fax: 508-853-6332
View Additional Address Information

AM Best Rating Unit: AMB #: 004861 - Hanover Ins Group Prop & Cas Cos
Assigned to insurance companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.

View additional news, reports and products for this company.

Based on AM Best's analysis, 058505 - The Hanover Insurance Group, Inc. is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A (Excellent)
Affiliation Code:	g (Group)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	June 17, 2021
Initial Rating Date:	December 31, 1907

Long-Term Issuer Credit View Definition

Rating (Rating Category):	a+ (Excellent)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	June 17, 2021
Initial Rating Date:	May 04, 2005

Financial Size Category View Definition

Financial Size Category: XV ($2 Billion or greater)
u Denotes Under Review Best's Rating

The Hanover American Insurance Company

Attachment: 3-8-22 Agenda Docs-Wright Pierce (19965 : RFQ 21-096 Continuing Contract for Prof Serv for the Water, WW & Reclaimed Water

Attachment: 3-8-22 Agenda Docs-Wright Pierce (19965 : RFQ 21-096 Continuing Contract for Prof Serv for the Water, WW & Reclaimed Water

AMB #: 010784 NAIC #: 36064 FEIN #: 043063898

Administrative Office
440 Lincoln Street
Worcester, Massachusetts 01653-0002
United States

Web: www.hanover.com
Phone: 508-853-7200
Fax: 508-853-6332
View Additional Address Information

AM Best Rating Unit: AMB #: 004861 - Hanover Ins Group Prop & Cas Cos
Assigned to insurance companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.



View additional news, reports and products for this company.

Based on AM Best's analysis, 058505 - The Hanover Insurance Group, Inc. is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A (Excellent)
Affiliation Code:	r (Reinsured)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	June 17, 2021
Initial Rating Date:	October 12, 1993

Long-Term Issuer Credit View Definition

Rating (Rating Category):	a+ (Excellent)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	June 17, 2021
Initial Rating Date:	May 04, 2005

Financial Size Category View Definition

Financial Size Category: XV ($2 Billion or greater)
u Denotes Under Review Best's Rating

Berkshire Hathaway Specialty Insurance Company

AMB #: 000864 NAIC #: 22276 FEIN #: 630202590

Attachment: 3-8-22 Agenda Docs-Wright Pierce (19965 : RFQ 21-096 Continuing Contract for Prof Serv for the Water, WW & Reclaimed Water

Domiciliary Address
1314 Douglas Street Suite 1400
Omaha, Nebraska 68102-1944
United States

Web: www.nationalindemnity.com
Phone: 402-916-3000

AM Best Rating Unit: AMB #: 004917 - National Indemnity Group
Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.

View additional news, reports and products for this company.

Based on AM Best's analysis, 058334 - Berkshire Hathaway Inc. is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A++ (Superior)
Affiliation Code:	g (Group)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	December 09, 2020
Initial Rating Date:	December 31, 1907

Long-Term Issuer Credit View Definition

Rating (Rating Category):	aaa (Exceptional)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	December 09, 2020
Initial Rating Date:	August 22, 2012

Financial Size Category View Definition

Financial Size Category: XV ($2 Billion or greater)
u Denotes Under Review Best's Rating

MASTER CONSULTANT AGREEMENT

This Consulting 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

Wright-Pierce Inc. (Consultant).

2.0 Designated Contact Person as to County:
Linda Morse, Purchasing & Contracts Manager
Department of Management & Budget
3600 W. Sovereign Path, Ste. 266
Lecanto, Florida 34461
Phone: 352-527-5457
Fax: 352-527-5424
Email: linda.morse@citrusbocc.com

3.0 Designated Contact Person as to Consultant:
Steven C. Hallowell, Vice President
Wright-Pierce, Inc.
3820 Northdale Blvd., Suite 109A
Tampa, Florida, 33624
Phone: 800-422-1095
Fax: 407-386-7736
Email: steve.hallowell@wright-pierce.com

4.0 Notices: All notices between County and Consultant, as required under the Agreement, shall be by telephone, facsimile, e-mail, mail, or by personal delivery to the respective designated contact person identified above. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

5.0 Entire Agreement: This Agreement, and its associated documents referenced herein, together with any executed Addenda, shall constitute the entire Agreement between Consultant and County (hereinafter referred to as the "Master 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 Master Agreement, (3) provision of any Work Authorization assigned to Consultant (4) provisions of the Purchase Order issued to Consultant, and (5) provisions contained in any governmental regulation incorporated herein by reference. There are no understandings or agreements except as herein expressly stated.

6.0 Agreement Documents:
1. Exhibit A – Consultant's Labor Fee Schedule

7.0 Terms of Agreement and Commencement of Services: The duration of the Agreement shall be for a period of three (3) years from the date that the Parties have executed the Agreement or until the completion of projects authorized during that period to County's satisfaction. The date that Consultant shall commence the provision of Services shall be the date on which a Purchase Order and a Notice to Proceed is received by Consultant. The County reserves the right to automatically extend any agreement for a maximum period not to exceed ninety (90) calendar days in order to provide County departments with continual service and supplies while a new agreement is being solicited, evaluated, and/or awarded.

Attachment: 3-8-22 Agenda Docs-Wright Pierce (19965 : RFQ 21-096 Continuing Contract for Prof Serv for the Water, WW & Reclaimed Water

8.0 Modification of Master Agreement: The Master Agreement may only be modified or amended upon mutual written agreement of County and Consultant. No oral agreements or representations shall be valid or binding upon County or Consultant. No alteration or modification of the Master Agreement terms shall be valid or binding against County. Consultant may not unilaterally modify the terms of the Master Agreement by affixing additional terms by incorporating such terms onto Consultant's documents forwarded by Consultant for payment. County's processing of documentation on forms furnished by Consultant for approval of payment shall not constitute acceptance of any terms and conditions noted therein.

9.0 Services Provided by Consultant: The Services of Consultant shall be on an as-needed basis for (1) non-construction related projects ("studies") where the estimated cost of the study does not exceed $500,000 or (2) construction related projects where the estimated cost of construction does not exceed $4,000,000. Projects assigned to Consultant shall be through a "Work Authorization", which shall be considered a "sub-agreement" to the Master Agreement whereby County and Consultant mutually agree to scope, schedule and price for a project that is assigned to Consultant. Any County Representative authorized to do so, with the oversight of County's Purchasing Section, can issue work Authorizations to Consultant. All Work Authorizations with a value in excess of $35,000.00 will require the approval by County.

9.1 Additional Services: Services that may be required after expiration of the Agreement and Work Authorizations, including, but not limited to, design assistance, construction assistance, and litigation assistance, will be completed within the terms and conditions of this Agreement at the written direction of County. Any additional Services, as well as compensation for such, will be negotiated between the Parties and made part of this Master Agreement through an Amendment to the Agreement.

9.2 Changes in Project Scope: County may at any time, as the need arises, order changes to the project scope of any Work Authorization, without invalidating the Master Agreement. If such changes result in an increase or decrease in Consultant's fees, or in the time required for Consultant to perform the Services, an equitable adjustment shall be authorized by way of an Amendment to the Work Authorization. Any Amendment that results in a change in Consultant's fees in excess of $35,000.00 will require the approval by County.

9.3 Correction of Work: Consultant shall promptly correct any Services rejected by County for failure to comply with the requirements of the Work Authorization, and this Master Agreement, without additional expense to County. If Consultant does not take action to correct rejected Services within ten (10) calendar days after receipt of written notice from County, County may cancel the Work Authorization and, at its discretion, terminate the Master 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 Work Authorization and the Master Agreement requirements. Consultant shall at all times during the Agreement term remain responsive and responsible. Consultant must be prepared, if requested by County, to present evidence of experience, ability, and financial standing, as well as a statement as to capacity of Consultant for the performance of the provision of the Services covered under any Work Authorization and Agreement. If County determines that (1) Consultant does not meet these qualifying conditions, (2) that the Services do not meet the specified requirements, or (3) that Consultant's performance is untimely, County may terminate the Work Authorization and Master Agreement. All final plans, documents, reports, studies and other data prepared by Consultant shall bear the professional's seal/signature, in accordance with the applicable Florida Statute that governs and Administrative Rules promulgated by the Florida Department of Business and Professional Regulation, and guidelines published by the Department, in effect at the time of execution of this Master Agreement. In the event that changes in the Statute or Rules create a conflict with the requirements of the published guidelines, requirements of the Statute and/or Rules shall take precedence.

9.5 Progress Schedules: Consultant agrees to provide project schedule progress reports for all Work Authorizations in a format acceptable to County and at intervals established by County. County will be entitled at all times to be advised, at its request, as to the status of work being done by Consultant under any Work Authorization and of the details thereof. Either party to the Agreement may request and be granted a conference.

Attachment: 3-8-22 Agenda Docs-Wright Pierce (19965 : RFQ 21-096 Continuing Contract for Prof Serv for the Water, WW & Reclaimed Water

9.6 Supervision by Consultant: Consultant shall supervise and direct the performance of Consultant's Services and shall be solely responsible for the means, methods, techniques, sequences, and safety.

9.7 Suspension of Consultant's Services under a Work Authorization Assignment: County may, in its sole discretion, suspend Consultant's Services covered under any Work Authorization assignment, at any time, when in the best interest of County. County shall provide Consultant written notice outlining the particulars of the suspension. Upon receiving a notice of suspension, Consultant and Sub-Consultant shall immediately comply with the notice, stopping all work in-progress and not perform any further Services covered under the Work Authorization assignment. Within thirty (30) days after the notice of suspension, or any longer period agreed to between County and Consultant, County shall either issue a written notice authorizing Consultant to resume the Services or terminate the Work Authorization assignment. If County issues notice to Consultant to resume its Services, Consultant will be allowed a mutually agreed upon extension of time that is directly attributable to the suspension. In the event of suspension, County will be responsible for compensating Consultant only for services satisfactorily completed, or partially completed, up to the date of suspension. Suspension of Consultant's Services shall not entitle Consultant to any loss of anticipated profit under this provision.

9.8 Work Authorizations: Anytime County requires Consultant's Services for a project, County will develop a "conceptual" scope of services for the project and share such with Consultant. Consultant will be required to (a) evaluate the conceptual scope and gather additional information, if necessary, (b) visit and familiarize themselves with the project site, if applicable, and (c) provide County with a Response for the project, which will include a detailed scope of services, a schedule of milestones, and a cost estimate for the project. Response shall be submitted in sufficient detail, as required by County, to allow for the proper evaluation of the Response. If Consultant's Response is deficient in scope or there is insufficient information concerning Consultant's cost estimate, Consultant will be required to provide County with additional information and/or modify the Response to the satisfaction of County. Upon County's acceptance of Consultant's Response (scope, schedule, and fee), Consultant shall prepare a final Response which shall be identified as a "Work Authorization" for execution by County and Consultant. All Services to be performed by Consultant under a Work Authorization shall be to the satisfaction of County. Furthermore, Consultant shall have the responsibility to answer questions, provide County information, and resolve issues that may arise during Consultant's preparation of their Response, as well as negotiate Consultant's scope, schedule, and fee for Project. If, after discussions and negotiations between County and Consultant, County cannot accept Consultant's Response for a particular project, County shall have the right to rescind its request for Consultant's Services and seek the services of another consultant. Under no circumstances shall County be liable to Consultant for any costs incurred by Consultant in preparing their Response regardless of whether County does or does not accept Consultant's Response.

9.8.1 Duration of Work Authorizations: Work Authorizations issued under the Master Agreement will remain in force until completed by Consultant or cancelled by County and time is of the essence of this Master Agreement and each of its provisions.

9.8.2 Notices of Work Authorizations: Work Authorizations are "sub-agreements" to this Agreement whereby County and Consultant mutually agree to the scope, schedule and price of a project that is assigned to Consultant. All notices between County and Consultant concerning Work Authorizations shall be between County and Consultant. Notices shall be in writing and delivered by regular mail, certified mail, courier service, facsimile, and e-mail or personal delivery.

10.0 Compensation to Consultant's Labor Fee Schedule: Compensation to be paid to Consultant for the provision of their Services for Work Authorization assignments shall be based on Consultant's labor fee schedule and if County identifies, or Consultant recommends, any additional Services to be performed by Consultant, or if County authorizes changes in the scope, extent, or character of the Project that result in additional fees, such additional fees shall be mutually negotiated between County and Consultant, and made a part of this Master Agreement by a written Amendment.

10.1 Changes in Consultants Labor Fee Schedule: Before making any additions or deletions to the work described in the Work Authorizations, and before undertaking any changes or revisions to such work, the parties will negotiate any necessary cost changes and will agree to such through an amendment to the Agreement. In the event that Consultant and County are not able to reach an Agreement as to the amount of compensation to be paid to Consultant for supplemental work desired

Attachment: 3-8-22 Agenda Docs-Wright Pierce (19965 : RFQ 21-096 Continuing Contract for Prof Serv for the Water, WW & Reclaimed Water

by County, Consultant will be obligated to proceed with the supplemental work in a timely manner for the amount determined by County to be reasonable. In such event, Consultant will have the right to file a claim with County for such additional amounts as Consultant deems reasonable; however, in no event will the filing of the claim or the resolution or litigation thereof through administrative procedures or the courts relieve Consultant from the obligation to timely perform the supplemental work.

10.2 Compensation in Excess of $195,000: If the compensation to be paid to Consultant, whether by time and material, lump-sum or cost-plus-a-fixed-fee, will exceed the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY FOUR, it is mutually agreed that the following provision will be applicable to this Agreement:

> "Consultant hereby certifies covenants and warrants that wage rates and other factual unit costs provided to County to support the compensation for any Services covered under this Master 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 Work Authorization or Master Agreement. For this purpose, the end of the Master Agreement is the date of final billing or acceptance of the work by County, whichever is later."

10.3 Direct Operating Expenses: Allowable direct operating expenses shall include, but not be limited to, purchase of materials or parts, purchase or lease of equipment, reproduction services, film processing, long distance telephone charges, postal and courier delivery charges, and purchases of other services and/or items as authorized by County in connection with any Work Authorization assignment. Travel, per diem, meals and lodging expenses are not allowable direct operating expenses. Approved direct operating expenses shall be reimbursed to Consultant at actual cost plus fifteen percent (15%) mark-up to cover Consultant's overhead and profit. Reimbursement of direct operating expenses will require Consultant to provide copies of invoices, and/or other documentation to support the expenditure.

11.0 Payment of Payment Requests:

11.1 Payment Requests: Requests for payment for the provision of the Services provided under the Agreement shall be submitted no more frequently than once per month, unless stipulated differently in the Work Authorization assignment. At a minimum, the payment requests shall include the Master Agreement Number, Work Authorization Assignment Number, Purchase Order Number, a description of the Services provided, and the amount of the payment request. All requests for payment shall be submitted in sufficient detail to demonstrate compliance with the terms of the Master Agreement/Work Authorization and to allow for the proper pre-audit and post-audit thereof. Requests for payment that include travel expenses shall be in accordance with Section 112.061, Florida Statutes. County reserves the right to require any information from Consultant that County deems necessary to substantiate claims for remuneration. Upon receipt of Consultant's payment request, County will review such to ensure that it is in proper order, and that the Services covered under the payment request have been completed in accordance with the Work Authorization. If it is found that the payment request is not in proper order, or the Services covered under the payment request do not satisfy this Agreement, the payment request may be rejected.

11.2 Prompt Payment: County shall make payment of a payment request in accordance with Chapter 218, Part VII of the Florida Statutes "Local Government Prompt Payment Act" from the date, which a properly received payment request is recorded as received by County, for Services completed to the satisfaction of County.

11.3 Form of Request: If the payment request is not received in proper order, County may reject the payment request within ten (10) business days after the date on which the payment request is recorded as received by County. County shall provide Consultant with a written notification of the rejection specifying the deficiency and corrective measures necessary to make the payment request proper. Upon receipt of a payment request that corrects the deficiency, County shall make payment in accordance with Chapter 218, Part VII of the Florida Statutes "Local Government Prompt Payment Act",

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or reject the payment request, within ten (10) business days after the date on which the corrected and proper payment request is recorded as received by County.

11.4 Resolution of Payment Request Disputes: In the event of a dispute between Consultant and County concerning the full or partial payment of a payment request, such disagreement shall be finally determined by County. If the dispute between Consultant and County involves a portion of a payment request, the undisputed portion shall be paid by County in a timely manner, as long as the payment request for the undisputed portion is in proper order. Proceedings to resolve the dispute will be commenced within forty-five (45) business days after the date the payment request in dispute was recorded as being received by County and will be concluded by final decision of County within sixty (60) business days after the date on which the payment request was recorded as being received by County. Such procedures do not constitute an administrative proceeding that prohibits a court from deciding de novo any action arising out of the dispute.

11.5 Purchase Order: Although an Agreement will be executed by County and Consultant for the Services through a Work Authorization, a purchase order will also be issued to Consultant for the purpose of facilitating payment to Consultant. Except under an "emergency request", Consultant shall not provide any Services to County until Consultant has received a purchase order from County. Consultant shall be permitted to accept an order to provide Services under an emergency purchase without a purchase order; however, such request from County must be transmitted to Consultant via facsimile or e-mail. The written transmission order must be submitted with any payment request submitted by Consultant for such emergency requests.

11.6 Progress Payments: Consultant may submit progress payment requests to County for partial completion of the Services. If County makes payment of progress payments to Consultant which is attributable to any services provided by any of Consultants suppliers, subconsultants or subcontractors, Consultant shall remit payment for such from the progress payments to those subconsultants or subcontractors. All Services covered by progress payment requests shall become the sole property of County. However, this shall not be construed as relieving Consultant of the sole responsibility for the care and protection of those Services which have been completed, even if Consultant remains in possession and control of such Services, or as a waiver of the right of County to require Consultant to fulfill all of the terms of the Agreement. If Consultant's fee is a "lump sum amount", Consultant shall indicate on each invoice (1) the percentage of work completed, (2) the value of the completed work, based on a percentage of the lump sum amount, (3) the total amount of prior payments received, and (4) the net amount of the payment request, which is the value of the completed work minus the value of prior payments received.

11.7 Payments to Subconsultants: When Consultant receives from County any payment for Services covered under the Agreement, Consultant must pay such moneys received to each sub-Consultant or supplier in proportion to the percentage of the Services completed by each sub-Consultant or supplier within ten (10) business days after Consultant's receipt of the payment. If Consultant receives less than full payment, then Consultant shall be required to disburse only the funds received on a pro rata basis to its sub-Consultants or suppliers, each receiving a prorated portion based on the amount due on the payment. If a sub-Consultant receives payment from Consultant for labor, services or materials furnished by sub-Consultants or suppliers hired by the sub-Consultants, the sub-Consultant must remit payment due to those sub-Consultants or suppliers within seven (7) business days after the sub-Consultant's receipt of payment from Consultant.

11.8 Records of Costs: Records of costs incurred under terms of this Agreement will be maintained and made available upon request to County at all times during the term of this Agreement and for five (5) years after the expiration or termination of the Agreement. Copies of these documents and records will be furnished to County upon request. Records of costs incurred will include Consultant's general accounting records and the project records, together with supporting documents and records, of Consultant, their subconsultants and subcontractors, performing work on the project, and all other records of Consultant, their subconsultants and subcontractors considered necessary by County for a proper audit of project costs.

11.9 Right to Withhold: Except for issues arising from contract indemnification provisions, County will have the right to retain out of any payment due Consultant under this Agreement an amount sufficient to satisfy any amount due and owing to County by Consultant on any other Agreement

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between Consultant and County. County may withhold payment on any invoice in the event that Consultant is in default under any provision of this Agreement or any other Agreement between Consultant and County as of the time of processing the invoice or as of the time payment is made available on the invoice. This right to withhold will continue until such time as the default has been cured, and, upon cure, County will have the right to retain an amount equal to the damages suffered as a result of the default.

11.10 Final Payment Once the Project has been completed and Consultant has fulfilled all of the requirements under the Work Authorization and provided there are no existing or pending claims or demands by County against Consultant, Consultant may submit a final payment request to County. Upon receipt of such, and provided the payment request is in order, County shall make final payment to Consultant.

11.11 ACH Enrollment: All Consultants will be required to complete an "Authorization Agreement for ACH Credits Enrollment Form". Payments will be deposited directly into Consultant's bank account. This means there is no need to wait for the check to come in the mail and eliminates the possibility of a lost check. The Clerk's Accounts Payable Department will provide confirmation via email when payments are transmitted, ensuring immediate notification.

12.0 Warranties:

12.1 Warranty of Ability to Perform: Consultant warrants that, to the best of its knowledge, there are no pending or threatened actions, proceedings, investigations, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish Consultant's ability to satisfy its agreement obligations.

12.2 Warranty Against Defects in Workmanship: Consultant shall warrant its Services against defects in materials and workmanship for a minimum period of one (1) year from acceptance of the Services by County. Should any defects in materials or workmanship appear during the warranty period, Consultant shall replace the materials or equipment, or repair or re-do the service, immediately upon receipt of written notice from County, at no additional expense to County. Consultant shall warrant such replaced materials or equipment, or repaired or re-done Services, for a period of one (1) year after acceptance of such by County.

12.3 Warranty of Standard Care: In the performance of professional services, Consultant will use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. Consultant will use due care in performing its Services and will have due regard for acceptable professional standards and principles. Consultant's standard of care shall not be altered by the application, interpretation, or construction of any other provision of this Agreement. If any of the Services performed by Consultant do not comply with the foregoing warranties and County notifies Consultant of such, then Consultant shall (at its sole expense) promptly re-execute the nonconforming Services. All such re-performed Services shall be performed on a mutually agreed schedule. Consultant shall and does hereby assign to County the benefits of any of Consultant's sub-consultant's or Sub-contractor's warranties. Such assignment shall not relieve Consultant of its warranty obligations for performance or standard of care to County under this Agreement.

12.4 Warranty of Title: Title to any work product that results from Consultant's performance of its Services under the Agreement shall pass to County to the extent of the payments made for such by County, or on the date, that County accepts the completed Services of Consultant. When title passes to County in accordance with the Agreement, Consultant warrants that the work product furnished will be free and clear of all security interests, liens and encumbrances or claims of any party.

13.0 Public Records: Consultant will keep and maintain public records required by County to perform the service. Upon request from County's custodian of public records, Consultant will provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statues, or as otherwise provided by law for a period of five (5) years. Consultant will provide County access to all records. Consultant will ensure that the public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of the Agreement and following completion of the Agreement if Consultant does not transfer the records to County. Upon

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completion of the Agreement, Consultant will transfer, at no cost, to County all public records in possession of Consultant or keep and maintain public records required by County to perform the service. If Consultant transfers all public records to County upon completion of the Agreement, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon completion of the Agreement, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County, upon request from County's custodian of public records, in a format that is compatible with the information technology system of County. If Consultant does not comply with County's request for public records, County shall enforce the provisions of the Agreement in accordance with the terms of the Agreement and may cancel the Agreement.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT NANCY JO KINCH, CUSTODIAN OF PUBLIC RECORDS, AT 3600 W. SOVEREIGN PATH, LECANTO, FL 34461; PHONE: (352) 527-5235; EMAIL: NANCY.KINCH@CITRUSBOCC.COM.

14.0 Insurance: During the term of the Agreement, Consultant, at its sole expense, shall provide insurance of such a type and with such terms and limits as noted below. Providing and maintaining adequate insurance coverage is a material obligation of Consultant. Consultant shall provide County a certificate(s) of insurance, evidencing such coverage.

14.1 Minimum Insurance Requirements: Pursuant to Section 337.106, Florida Statues, Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives, employees or subconsultants. The coverages, limits or endorsements required herein protect the primary interests of County, and these coverages, limits or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect Consultant against any loss exposures, whether as a result of the project or otherwise. The requirements contained herein, as well as County's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Consultant under this contract.

14.2 Commercial General Liability: Consultant must obtain a General Liability policy with a minimum limit of $1,000,000 per occurrence, and a $2,000,000 general aggregate.

14.3 Automobile Liability: Consultant must obtain coverage for all vehicles for Bodily Injury and Property Damage of not less than $1,000,000 combined single limit each accident. In the event Consultant does not own vehicles, Consultant shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

14.4 Workers Compensation and Employer's Liability:

14.4.1 Consultant must obtain Workers Compensation insurance with limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen & Harbor Workers Act. Employer's Liability limits for not less than $100,000 each accident $500,000 disease policy limit and $100,000 disease each employee must be included.

14.4.2 For any officer of a Consultant that has exempt status as an individual, County requires proof of workers compensation insurance coverage for that Consultant/employer/owner's employees. If Consultant/employer/owner or individual has applied for a workers compensation exemption, County does not recognize this exemption to extend to the employees of Consultant/employer/owner.

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14.4.3 The purpose of this section is to ensure that all Consultants, subconsultants, sole proprietors, or business entities of any kind who contract with County for provision of goods or services, provide workers' compensation coverage for all employees, and principles of Consultants, subconsultants, sole proprietors, or other business entities. All provisions of this Section shall be construed in accord with this intent.

14.5 Professional Liability and/or Errors and Omissions Liability: Professional (E&O) Liability must be afforded for personal injury and Property Damage for not less than $1,000,000 each claim, $1,000,000 policy aggregate.

14.6 Other Insurance Provisions:

14.6.1 Consultant shall provide a Certificate of Insurance to County with a thirty (30) day notice of cancellation or changes in policy language, ten (10) day notice if cancellation is for nonpayment of premium. The certificate shall indicate if coverage is provided under a "claims-made" or "occurrence" form. If any coverage is provided under a claims-made form, the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

14.6.2 The project's number should be noted on the certificate.

14.6.3 Consultant 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, Consultant shall maintain a Commercial Surety Bond or Letter of Credit in an amount equal to said deductible or self-insured retention.

14.6.4 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.

14.6.5 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 and Professional Liability. The coverage shall contain no special limitation on the scope of protection afforded to County, its officials, employees, or volunteers.

14.6.6 Consultant's insurance coverage shall be primary insurance as respects County, its officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officials, employees, or volunteers shall be excess of Consultant's insurance and shall be non-contributory.

14.6.7 For all policies of insurance except Professional Liability: Consultant, and its insurance carrier, waive all subrogation rights against County for all losses or damages that occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not. County requires General Liability policies to be endorsed with CG 24 04 Waiver of Transfer of Rights of Recovery Against Others to Us or similar endorsement, and a WC 00 0313 Waiver of our Right to Recover from Others for Workers Compensation coverage.

14.6.8 The Certificate Holder should read as follows: Citrus County, Florida, 3600 W. Sovereign Path, Lecanto, FL 34461.

14.6.9 It is Consultant's responsibility to ensure that all subconsultants comply with these insurance requirements. Consultants shall include all subconsultants as insured under its policies or shall furnish separate certificates and endorsements for each sub-consultant. All coverages for subconsultants shall be subject to all of the requirements stated herein.

14.6.10 All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A-.

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14.6.11 All Certificates must show that Consultant's policies have been endorsed per the requirements.

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

15.0 Indemnification: Consultant shall indemnify and hold harmless County, their officers, and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Consultant and persons employed or utilized by Consultant, including any subcontractors, in the performance of the construction contract. Neither Consultant nor any of its agents will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of County or any of its officers, agents, or employees. The parties agree that this clause shall not waive the benefits or provisions of Section 768.28, Florida Statutes, or any similar provision of law. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by County, any sums due Consultant under this Agreement may be retained by County until all of County's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by County.

16.0 Change Orders: County may at any time, as the need arises, order changes within the scope of the services without invalidating the Agreement. If such changes result in an increase or decrease in the Contract Price, or in the time required for performance of the Services, an equitable adjustment shall be authorized by way of a Change Order. County also may at any time, by issuing a Field Order, make changes in the details of the Services. Consultant shall proceed with the performance of any changes in the Services so ordered by County unless Consultant believes that such Field Order entitles it to a change in Contract Price or Time, or both, in which event Consultant shall give County written notice thereof within fifteen (15) calendar days after the receipt of the ordered change, and Consultant shall not execute such changes pending the receipt of an executed Change Order or further instruction from County.

17.0 Termination of Agreement: The Master Agreement or Work Authorization Assignment may be terminated by either party upon giving the other party thirty (30) calendar day's written notice. In the event of termination, County will be responsible for compensating Consultant only for the satisfactorily completed or partially completed Services up to the date of termination. Consultant shall not be entitled to recover any loss of anticipated profit.

18.0 Additional Terms and Conditions:

18.1 Advertising: Subject to Chapter 119, Florida Statutes, Consultant shall not publicly disseminate any information concerning the Master Agreement without prior written approval from County, including, but not limited to mentioning the Master Agreement in a press release or other promotional material, identifying County as a reference, or otherwise linking Consultant's name and either a description of the Master 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 Master Agreement.

18.2 Assignment: Neither County nor Consultant shall sell, assign or transfer any of its rights, duties or obligations under the Master Agreement without the prior written consent of the other Party. In the event of any assignment, Consultant remains secondarily liable for performance of the Agreement, unless County expressly waives such secondary liability.

18.3 Bankruptcy or Insolvency: Consultant shall promptly notify County in writing of the filing of any voluntary or involuntary petition for bankruptcy and/or of any insolvency of Consultant or any of its subconsultants or subcontractors who are involved in the provision of the Services under this Master Agreement.

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18.4 Compliance with Laws: Consultant shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Local, State and Federal agencies having jurisdiction and authority. These laws, shall include, but not be limited to, Chapter 287, Florida Statutes, the Uniform Commercial Code, the Immigration and Nationalization Act, the Americans with Disabilities Act, the United States Occupational Safety and Health Act, the United States Environmental Protection Agency, the State of Florida Department of Environmental Protection, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, sexual orientation, gender identity or expression or veteran's status. Violation of such laws shall be grounds for termination of the Agreement.

18.5 Conflict of Interest: Consultant warrants that it is not aware of any contracts or arrangements, which would conflict in any manner with the performance of the Services under this Agreement. If Consultant becomes aware of a potential conflict of interest, internally or among Consultant's subconsultants or employees during the course of the Agreement, Consultant shall immediately bring the issue to the attention of the County. If at the County's sole discretion, a conflict of interest exists, the parties may waive the conflict, Consultant will end the conflict, or the County may terminate the Agreement under the Terms of Article 17 of the Agreement. Furthermore, Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Consultant any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant, and its subconsultants at any tier, certify that they have not entered into any contract, sub-contract, or arrangement in connection with the Project covered under this Agreement, or of any property included or planned to be included in the Project, in which any member, officer, of employee of Consultant or its subconsultants, during its tenure, or for two years thereafter, has any interest, direct or indirect. Consultant, and its subconsultants at any tier, shall insert the following provision into each of their contracts and sub-contracts:

"No member, officer, or employee of the subcontractor, during their tenure or for two years thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof."

18.6 Correction of Services: Consultant shall promptly remove from the premises all Services rejected by County for failure to comply with the Contract Documents, whether incorporated into the Project or not, and Consultant shall promptly replace and re-execute the Services in accordance with the Contract Documents and applicable laws (e.g., Americans with Disabilities Act and Florida Building Code), without additional expense to County for errors, omissions or deficiencies in the deliverables furnished, produced and or developed by Consultant or any Consultant Representative, and shall bear the expense of making good all Services of other consultant's work destroyed or damaged by such removal or replacement. All removal and replacement of Services shall be done at Consultant's expense. If Consultant does not take action to remove such rejected Services within ten (10) calendar days after receipt of written notice from County, County may remove such Services on their own and store the materials at the expense of Consultant.

18.7 County, State or Federal Funds: The County's performance and obligation to pay under this contract is contingent upon an annual appropriation from state and federal government as well as allocation by the Board of County Commissioners. Additionally, in accordance with Section 216.347, Florida Statutes, and as provided herein, Consultant may not expend any County funds for the purpose of lobbying the legislature, or local, state, or federal agencies.

18.8 Debarment: Consultant certifies to the best of their knowledge and belief, that they and their principals 1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Municipal, County, State or Federal department or agency, 2) have not, within a three-year period preceding execution of this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property, 3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses

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enumerated above, 4) have not within a three-year period preceding execution of this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default, and 5) will advise County immediately if their status changes and will provide an explanation for the change in status.

18.9 Direct Purchase: County may purchase materials, equipment and supplies directly from the Consultant's supplier instead of through Contract, forgoing the payment of sales and use taxes.

18.10 Discriminatory Vendor: Consultant certifies that they are not subject to Section 287.134 (2)(a) which specifies that an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity, and may not transact business with public entity.

18.11 Disposal of Wastes: Consultant 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. Consultant shall use only disposal facilities which have proper permits and are in full compliance with all Laws. Consultant agrees that County has the right to reject, for any reason, Consultant's use of any particular disposal facility.

18.12 Dispute Resolution: For any dispute concerning performance of the Master Agreement or any Work Authorization Assignment, which includes without limitation controversies based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission, County shall attempt to reach a mutual agreement as to the settlement and resolution of the dispute with Consultant. Should a mutual agreement not be reached, County shall render a decision and reduce such to writing and serve a copy on Consultant. The decision shall be final and conclusive.

18.13 Documentation: All tracings, plans, specifications, maps, deliverables, computer files and/or reports prepared or obtained under this Master Agreement and any Work Authorization Assignment, 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 Master Agreement without restriction or limitation on their use (ie. Equipment, services, software, computer models, data, routines, technology, and other intellectual property incident to provide the Scope of Services). Upon delivery to County of said document(s), County will become the custodian thereof in accordance with Chapter 119, Florida Statutes. Consultant will not copyright any material and products, trademark, trade secret or patent any invention developed under this Master Agreement. Copies of these documents are not to be sold or distributed to third parties without the written consent of County. This Master Agreement has been prepared by County and reviewed by Consultant and their professional advisors and it is agreed that it should not be interpreted in favor of either County or Consultant or against County or Consultant merely because of their efforts in preparing the Master Agreement. The headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Master Agreement.

18.14 Drug Free Workplace: Consultant certifies that it has in place a Drug-Free Workplace Program in accordance with the Drug-Free Workplace Act of 1988 (41 U.S.C. 702-706).

18.15 Employees, Subconsultants, Subcontractors and Agents: All Consultant employees, subconsultants, subcontractors, or agents performing any of the Services under the Work Authorization and Master Agreement shall be properly trained to meet or exceed any specified training qualifications and has or will secure, at its own expense, all personnel required to perform the Scope of Services required. Upon request, Consultant shall furnish a copy of licenses, certifications, or other proof of qualification. All employees, subconsultants, subcontractors, or agents of Consultant must comply with all security and administrative requirements of County. County may conduct, and Consultant shall cooperate in, a security background check or otherwise assess any employee, sub-consultant, subcontractor, or agent of Consultant. County may refuse access to County Facilities or require replacement of any employee, sub-consultant, subcontractor, or agent of Consultant for cause, including, but not limited to, technical or training qualifications, quality of services, change in security status, or non-compliance with County's security or other requirements. Such refusal shall not relieve Consultant of its obligation to perform all Services in compliance with any Work Authorization and the

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Agreement. County may reject and bar from any County facility for cause any of Consultant's employees, subconsultants, subcontractors, or agents. County shall have the right to review and approve any subconsultants or subcontractors that are utilized by Consultant in the performance of their Services. Consultant shall be fully responsible to County for the acts and omissions of its subconsultants and subcontractors, and persons directly or indirectly employed by them. It is Consultant's responsibility to ensure that its subconsultants and subcontractors are properly licensed to do business in the State of Florida and Citrus County, as required by law and comply with insurance provisions.

18.16 Environmental Issues: All notifications regarding environmental issues or requirements shall be sent immediately to County's Contact Person. Unless directed otherwise by County, Consultant is not to contact any local, state, or federal governmental agencies concerning environmental issues involving the Project Site under any Work Authorization Assignment.

18.17 Equal Employment Opportunity: Consultant shall not discriminate on the basis of race, color, sex, sexual orientation, gender identity, age, national origin, religion, and disability or handicap in accordance with the Provisions of: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000 et seq.), Title VII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), Florida Civil Rights Act of 1992 (§ 760.10 et seq.), Title 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375, Title 49 CFR 23 and Title 49 CFR 26 for Disadvantaged Business Enterprises, Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.), Title 49 CFR 21 and Title 49 CFR 23, Nondiscrimination on the basis of handicap, Title 49 CFR 27, Americans with Disabilities Act of 1990 (42 U.S.C. 12102, et. Seq.), Federal Fair Labor Standards Act (29 U.S.C. § 201, et seq.), and any other Federal and State discrimination statutes. Consultant shall furnish pertinent information regarding its employment policies and practices as well as those of their proposed subconsultants as the Secretary of Labor, or County may require. The above shall be required of any sub-consultant hired by Consultant. All Equal Employment Opportunity requirements shall be included in all non-exempt subconsultants entered into by Consultant. Sub-contracts entered into by Consultant shall also include all other applicable labor provisions. No sub-contract shall be awarded to any non-complying sub-consultant. Additionally, Consultant shall insert in its sub-contracts a clause requiring subconsultants to include these provisions in any lower tier sub-contracts that may in turn be made. Consultant shall comply with all state laws and local ordinances, except that any preferential consideration of local in-state subconsultants is NOT allowed.

18.18 E-Verification System: Consultant shall comply with the Executive order No. 12989 as amended, and Executive Order No. 11-116, and agrees to utilize the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of: (1) all persons employed by Consultant during the contract term to perform any duties within Florida, and; (2) all persons, including subconsultants, assigned by Consultant to perform work pursuant to this Agreement. Consultants meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.

18.19 Force Majeure Event: Consultant shall not be considered to be in default in the performance of its obligations under this Master Agreement and Work Authorization Assignment, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligation is prevented or delayed by any cause, existing or future, which is beyond the reasonable control, and not a result of the fault or negligence of the affected party (a "Force Majeure Event"). If a party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such party shall immediately provide notice to the other party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include, but not be limited to acts of civil or military authority (including courts or regulatory agencies), acts of God (excluding normal or seasonal weather conditions), war, riot, or insurrection, inability to obtain required permits or licenses, hurricanes and severe floods.

18.20 Governing Law and Venue: The Master 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

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Master Agreement, the jurisdiction and venue of such action shall be an appropriate State Court in Citrus County, Florida.

18.21 Governmental Restrictions: If Consultant believes that any governmental restrictions have been imposed that require alteration of the methods used in the performance of the Services, Consultant shall immediately notify County in writing, indicating the specific restriction. County reserves the right, and the complete discretion, to accept any such alteration or to cancel the Master Agreement and/or Work Authorization Assignments at no further expense to County.

18.22 Immigration and Nationality Act: Consultant shall comply with all immigration laws as outlined in 8 USC § 1324a - Unlawful employment of aliens. County will not intentionally award County contracts to any Consultant who knowingly employs unauthorized Alien workers. Any violation of the employment provisions outlined in the Immigration and Nationality Act throughout the term of any Agreement with County may result in immediate termination of the Agreement. County will consider the employment of unauthorized aliens a violation of Section 274A (e) of the Immigration and Nationality Act. Such violation will be cause for unilateral cancellation of the Agreement, by County, if Consultant knowingly employs unauthorized aliens.

18.23 Inspection, Performance, Supervision: County reserves the right to inspect the Services provided by Consultant, whether partially or fully completed, at any time, as deemed appropriate by County for the purpose of ensuring Consultant's performance under the Master Agreement. Such inspections performed by County, shall not be construed as a final approval of Consultant's Service, and shall not relieve Consultant from its obligations under the Master Agreement or any Work Authorization Assignment. County reserves the right to inspect, at any reasonable time with prior notice, Consultant's facilities to assess conformity of the provision of the Services with the Master Agreement or Work Authorization Assignment requirements. County reserves the right to investigate or inspect, at any time, whether the provision of the Services complies with the Master Agreement or Work Authorization Assignment requirements. Consultant shall at all times during the Master Agreement term remain responsive and responsible. Consultant must be prepared, if requested by County, to present evidence of experience, ability, and financial standing, as well as a statement as to capacity of Consultant for the performance of the provision of the Services covered under the Master Agreement and Work Authorization Assignments. If County determines that Consultant does not meet these qualifying conditions, or that the Services proposed to be furnished do not meet the specified requirements, or that performance is untimely, County may terminate the Work Authorization Assignment or Master 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 Master Agreement, but should County elect to do so, Consultant is not relieved from fulfilling all Master Agreement requirements. Consultant shall supervise and direct the performance of its Services and shall be solely responsible for the means, methods, techniques, sequences, and safety of construction. Consultant will employ and maintain at the Project Site a supervisor or superintendent who shall have been designated in writing by Consultant as Consultant's representative at the Project Site. The supervisor or superintendent shall have full authority to act on behalf of Consultant and all communications given to the supervisor or superintendent shall be as binding as if given directly to Consultant. The supervisor or superintendent shall be present on the Project Site at all times as required to perform adequate supervision and coordination of Consultant's Services. County reserves the right to enter into Agreements with other firms or entities to assist County with its review of the deliverables, any project component(s) and the work.

18.24 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.

18.25 Lawful Claims and Demands: Should any outstanding claims by subconsultants or suppliers incurred in the performance of the Services materialize after County has made Payment to Consultant, Consultant will indemnify and save County harmless from such claims. Acceptance by Consultant of payment shall be and shall operate as a release to County of all claims and all liabilities to Consultant, other than claims in stated amounts as may be specifically excepted by Consultant for things done or furnished in connection with the provision of the Services, and for every act and neglect of County and others relating to or arising out of the provision of the Services covered under this Master Agreement or Work Authorization Assignments. Any payment, however final or otherwise, shall not release Consultant or its sureties from any obligations under the Master Agreement.

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18.26 Lobbying: Consultant shall not, in connection with the Agreement, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any County officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any County officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, Services, employment, or contracts of any kind.

18.27 Local Preference: Not Applicable in this Agreement

18.28 Materials, Services, and Facilities: It is understood that, except as otherwise specifically stated in the Contract Documents, Consultant shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the Services within the specified time.

18.29 Non-Collusion: Consultant agrees that neither it, nor any of its officers, partners, agents or employees have entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of a free competitive solicitation in connection with this Master Agreement, and that Consultant intends to do the work with its own bonafide employees or subconsultants and has not provided a Response for the benefit of another consultant. Furthermore, Consultant certifies that its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to submitting a Response on any public contract.

18.30 Patent and Copyright Responsibility: Any material, design or supplied specified by Consultant or supplied by Consultant pursuant to this Agreement shall not knowingly infringe any patent or copyright, and Consultant shall be solely responsible for securing any necessary licenses required for patented or copyrighted material utilized by Consultant in the performance of the services.

18.31 Project Site Conditions: Consultant shall be deemed to have examined the Project Site, if applicable and to have secured full knowledge of all conditions under which the Services are to be executed and completed.

18.32 Protection of Persons: Consultant will be responsible for the safety of its employees and the employees of its subconsultants and subcontractors, during the provision of their Services. Consultant will be responsible for initiating, maintaining, and supervising all safety programs in connection with the provision of their Services in accordance with applicable safety standards and regulations, as promulgated by the United States Occupational Safety and Health Act and those of County. Consultant shall report promptly to County any accident or unusual occurrence during the performance of the Services, including personal injury or death to any Consultant employee, sub-consultant or subcontractor employee or any member of the public, or any damage to any of County's property, the Project Site, or adjacent property.

18.33 Public Entity Crime: Pursuant to 287.133, Florida Statute, person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, response, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, response, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, responses, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

18.34 Relationship: Consultant is an independent Contractor to County in performing its Services under this Master Agreement and is not an employee, agent, joint-venture, or partner of County.

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18.35 Risk of Loss: Until the Services have been accepted by County, risk of loss or damage to any work product, whether partially or fully completed, that is associated with the Services shall remain with Consultant.

18.36 Schedules, Reports and Records: Consultant shall submit to County cost schedules, progress schedules, estimates, records, reports, and any other data, as related to the provision of the Services covered under the Master Agreement or Work Authorization Assignment. Furthermore, County reserves the right to inspect and audit Consultant's books and records relating to the Agreement, when deemed appropriate by County. All schedules, reports and records of Consultant, as they relate to the Master Agreement or Work Authorization Assignment, shall be retained by Consultant for a period of five (5) years from the date of final payment under the Master Agreement.

18.37 Scrutinized Companies: Consultant certifies that it is not listed on (a) the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statues, or is engaged in a boycott of Israel; (b) the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or (c) is engaged in business operations in Cuba or Syria. Consultant further understands and accepts that any contract issued as a result of this 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 Consultant.

18.38 Security and Confidentiality: Consultant shall comply fully with all security procedures of County in the performance of the Master Agreement. Consultant shall not divulge to third parties any information obtained by Consultant or its agents, subconsultants, subcontractors, officers or employees in the course of the provision of the Services without written consent of County. However, Consultant shall be permitted to release information to third parties if such information is publicly available through no fault of Consultant, information that Consultant developed independently without relying on County's information, or information that is otherwise obtainable under State and Federal law as a public record. To ensure confidentiality, Consultant shall take appropriate steps as to its personnel, agents, subconsultants and subcontractors. The warranties of this paragraph shall survive the Master Agreement.

18.39 Severability: If a court deems any provision of this Master Agreement void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

18.40 Survival: All express representations, waivers, indemnifications, and limitations of liability included in this Master Agreement will survive its completion or termination for any reason.

18.41 Taxes: Consultant shall pay all sales, consumer, use and other similar taxes required to be paid by Consultant in accordance with the laws and regulations of the State of Florida which are applicable to the provision of the Services under the Master Agreement or Work Authorization Assignment. County will not pay for any personal property taxes levied on Consultant or for any taxes levied on Consultant's employees' wages. County is a political subdivision of the State of Florida and holds a State of Florida Sales Tax Exemption Certificate (No. 85-8012621778C-1). All purchases made by County directly from a dealer, distributor or manufacturer are exempt from sales, consumer, use and other similar taxes.

18.42 Waiver: The delay or failure by County to exercise or enforce any of its rights under this Master 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.

18.43 Workforce Labor: County believes that the hiring of workforce labor by contractors to whom County awards contracts should, to the maximum extent, be citizens within its boundaries that are unemployed or seeking work for the first time. To that extent, County has agreed to notify Career Source CLM of all awards involving construction and other types of services. Career Source CLM is a local business-led organization that plans and coordinates quality employment and training services for businesses and individual career seekers in Citrus County. Contractor will be contacted by Career Source CLM, to discuss hiring through its staff and services. Contractor's participation with Career

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Source CLM is not required as a condition of this Agreement, but rather an opportunity for greater support for the community of Citrus County and Contractor in hiring assistance.

19.0 Authority: Each person signing the Master Agreement warrants that he or she is duly authorized, qualified, duly organized to do business under the laws of the State of Florida and to bind the respective party to the Master Agreement.

IN WITNESS WHEREOF, this Agreement is accepted by the Parties as of the date noted below.

Signature of Witness (1)

MAKENNA FREEMAN
Printed Name of Witness (1)

Signature of Witness (2)

Kathleen N. Gierok
Printed Name of Witness (2)

WRIGHT-PIERCE, INC.

BY: _____
STEVEN C. HALLOWELL, VICE PRESIDENT
2-11-2022

STATE OF Florida

COUNTY OF Orange

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 11 day of February, 2022, by Steven C. Hallowell as Vice President of Wright-Pierce, Inc. who is ☐ personally known to me or ☒ who produced Drivers License as identification.

Witness my hand and official seal this 11 day of February, 2022.

Official use only

_____
NOTARY PUBLIC Signature
Printed Name: Emily Ashton Brink
Commission No.: GG914486
Expiration Date: 4/1/2023

Emily Ashton Brink
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG914486
Expires 4/1/2023

SEAL

ATTEST:

_____
ANGELA VICK, CLERK

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

BY: _____
RONALD E. KITCHEN, JR., CHAIRMAN

DATE: _____

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Attachment: 3-8-22 Agenda Docs-Wright Pierce (19965 : RFQ 21-096 Continuing Contract for Prof Serv for the Water, WW & Reclaimed Water

BILLING RATES

Accounting / Billing Classification	Average Hourly Billing Rates
Principal / Engineering Manager	$204 – $293
Quality Control Officer/Client Service Manager	$190 – $268
Sr. Project Manager	$175 – $257
Senior Project Engineer	$175 – $257
Project Manager	$140 – $197
Project Engineer III	$152 – $197
Project Engineer II	$139 – $171
Project Engineer I	$111 – $156
Architect	$121 – $194
Landscape Architect	$113 – $168
Resident Project Representative	$85 – $170
Senior Engineering Technician	$102 – $168
Engineering/Architectural Technician	$77 – $119
GIS Technician	$82 – $159
Engineering Intern	$55 – $91
Administrative Assistant	$55 – $122
Accounting Administrator	$65 – $126

Table Note: The listed rates are current as of February 2022. They are based on salary costs for Wright-Pierce employees within each classification, multiplied by our salary multipliers. Actual billing rates are based on the actual salary costs of individuals assigned to the project.

BILLING RATES

Non-Labor Billing Rates	
Description	**Job Cost Rate Per Unit**
Misc. Fees	At Cost
Cadd Bond	$0.20/sq. ft.
Mylar	$1.00 sq. ft.
Photocopies	$.12/copy
Printing/Reproduction Cost	At Cost
Field Supplies and Equipment	At Cost
Office Supplies	At Cost
Postage	At Cost
Subcontracts	1.1 x Cost

Attachment: 3-8-22 Agenda Docs-Wright Pierce (19965 : RFQ 21-096 Continuing Contract for Prof Serv for the Water, WW & Reclaimed Water

AGENDA MEMORANDUM

FROM:	Colleen Scott, Management & Budget Director
SUBJECT:	RFQ 19-023 Amendment No. 1; Medical Director Svcs for Fire Rescu; Hernando Cty Emergency Physicians
AGENDA DATE:	**March 08, 2022**

BRIEF OVERVIEW:

On March 11, 2019, County and Provider entered into an Agreement to provide Medical Director Services for the Citrus County Fire Rescue.

Staff desires to amend the Agreement to exercise the first and only renewal to W4P, LLC dba Hernando County Emergency Physicians, extending the duration of the Agreement to March 10, 2025.

No cost increase associated with this Amendment.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance
3200-53400	Contractual	$ 317,071	$89,526	$47,046	$180,498

Fire Rescue – Other Contractual Services

RECOMMENDED ACTION:

Approve and Authorize the Chairman to execute the Amendment No. 1 to Agreement between Citrus County, Florida and W4P, LLC dba Hernando County Emergency Physicians to provide Medical Director Services for the Citrus County Fire Rescue through March 25, 2025.

CITRUS COUNTY FIRE RESCUE
Administration Office
3600 W. Sovereign Path, Suite 141, Lecanto, FL 34461
Phone: 352-527-5406 | Fax: 352-527-5404
Email: FireInfo@CitrusCountyFire.com | Website: www.CitrusCountyFire.com

TO: Linda Morse, Purchasing & Contracts Manager

FROM: Craig Stevens, Fire Chief

DATE: 02/15/2022

SUBJECT: RFQ 19-023 Medical Director Contract Renewal

Fire Rescue would like to request to renew the current contract with for medical director services, RFQ 19-023, with W4P, LLC dba Hernando County Emergency Physicians for an additional year.

one (1) 3 year

Attachment: Agenda Docs (20013 : RFQ 19-023 Amendment No. 1; Medical Director Svcs for Fire Rescu; Hernando Cty Emergency Physicians)

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/16/2022

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: KENNETH Nichols	
Advantage Insurance Group, LLC 555 W Granada Blvd Ste D-11 Ormond Beach FL 32174	PHONE (A/C, No, Ext): 386-615-3353	FAX (A/C, No): 386-615-3351
	E-MAIL ADDRESS: ken@advantageinsgroup.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED RODERICK BENNETT, MD PO BOX 229 Odessa FL 33556	INSURER A: ADMIRAL INSURANCE COMPANY	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	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	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? ☐ N/A						E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	PROFESSIONAL LIABILITY			EO000048693-03	02/21/2021	02/21/2022	EACH CLAIM	$1,000,000
							AGGREGATE	$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

MEDICAL DIRECTOR

CLAIMS-MADE FORM - RETRO DATE INCEPTION

$2,500 PER CLAIM DEDUCTIBLE

CERTIFICATE HOLDER

CITRUS COUNTY, FLORIDA
3600 W SOVEREIGN PATH, STE 266
LEANTO, 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

Kenneth Nichols

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Attachment: Agenda Docs (20013 : RFQ 19-023 Amendment No. 1; Medical Director Svcs for Fire Rescu; Hernando Cty Emergency Physicians)

E.1.c.a

Admiral Insurance Company

AMB #: 003026 **NAIC #: 24856** **FEIN #: 222235730**

Administrative Office
7233 East Butherus Drive
Scottsdale, Arizona 85260-2410
United States

Web: www.admiralins.com
Phone: 480-951-0905
Fax: 480-281-0910
View Additional Address Information

AM Best Rating Unit: AMB #: 058496 - W. R. Berkley Corporation
Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.

View additional news, reports and products for this company.

Based on AM Best's analysis, 058496 - W. R. Berkley Corporation is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A+ (Superior)
Affiliation Code:	r (Reinsured)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	May 27, 2021
Initial Rating Date:	June 30, 1957

Long-Term Issuer Credit View Definition

Attachment: Agenda Docs (20013 : RFQ 19-023 Amendment No. 1; Medical Director Svcs for Fire Rescu; Hernando Cty Emergency Physicians)

Amendment No. 1 to Agreement
RFQ 19-023
Medical Director Services

THIS AMENDMENT is made and entered into by and between W4P, LLC dba Hernando County Emergency Physicians, (hereinafter referred to as "Medical Director") and Citrus County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County").

WHEREAS, On March 11, 2019, County and Contractor entered into an Agreement to begin on March 11, 2019, to provide medical director contract services, for a term of three (3) years with an option to renew for one (1) additional three (3) year period; and

WHEREAS, County and Contractor desire to amend the Agreement to exercise the first and only option to renew the Agreement for an additional three (3) year term, extending the duration of the Agreement to March 10, 2025; and

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

1. The above Recitals are true and correct and are hereby incorporated into this paragraph.
2. County and Contractor hereby renew the Agreement for an additional three (3) year term, extending the duration of the Agreement to March 10, 2025.
3. County and Contractor agree that all other terms, conditions, and pricing of the Agreement are hereby ratified and confirmed and shall continue in full force and effect except as amended herein.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Attachment: Agenda Docs (20013 : RFQ 19-023 Amendment No. 1; Medical Director Svcs for Fire Rescu; Hernando Cty Emergency Physicians)

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

W4P, LLC dba
HERNANDO COUNTY EMERGENCY PHYSICANS

Signature of Witness (1)

Bruna da Silva Santos
Printed Name of Witness (1)

Signature of Witness (2)

Frank Cummings
Printed Name of Witness (2)

BY: _____
DR. RODERICK BENNETT MD, PRESIDENT

STATE OF Florida
COUNTY OF Manatee

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 16 day of February, 2022, by Roderick Bennett - as President who is ☐ personally known to me or ☒ who produced Florida Drivers License as identification.

Witness my hand and official seal this 16 day of February, 2022.

Official use only

NOTARY PUBLIC Signature
Printed Name: Frank Cummings
Commission No.: GG 341437
Expiration Date: 07-04-2023

SEAL

Frank Cummings
State of Florida
My Commission Expires 07/04/2023
Commission No. GG 341437

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

ATTEST:

ANGELA VICK, CLERK

BY: _____
RONALD E. KITCHEN, JR., CHAIRMAN

DATE: _____

Attachment: Agenda Docs (20013 : RFQ 19-023 Amendment No. 1; Medical Director Svcs for Fire Rescu; Hernando Cty Emergency Physicians)

AGENDA MEMORANDUM

FROM:	Colleen Scott, Management & Budget Director
SUBJECT:	ITB 18-057 Amendment No. 3; Processing Yard Waste at Landfill; Consolidated Resource Recovery, Inc.
AGENDA DATE:	**March 08, 2022**

BRIEF OVERVIEW:

On October 9, 2018, Board awarded ITB 18-057 Processing Yard Waste at Landfill to Consolidated Resource Recovery, Inc. to process yard waste and horticultural debris accumulated at the Citrus County Central Landfill for a period of two (2) years with the option to renew for three (3) one (1) year periods.

On August 10, 2021, Staff exercised the option to renew for the second one (1) year renewal extending the Agreement to October 8, 2022, and to increase the fees as submitted in Exhibit "B" of the Agreement.

Due to a clerical error, staff desires to amend the agreement to modify the unit rates for screening as submitted in Exhibit "B" of the Agreement.

This adjustment will result in a cost savings for the County.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance
5218-53400	Contractual	$950,900	$165,473	$409,256	$376,169

Recycling – Other Contractual Services
Purchase orders have been encumbered for the FY 21/22

RECOMMENDED ACTION:

Approve and Authorize the Chairman to execute Amendment No. 3 to the Agreement between Citrus County, Florida and Consolidated Resource Recovery, Inc. to amend the Agreement to modify the unit rates for the screening of yard waste.

Board of County Commissioners
DEPARTMENT OF PUBLIC WORKS
SOLID WASTE MANAGEMENT DIVISION

MEMORANDUM

Date: January 26,2022
To: Linda Morse, Purchasing and Contract Manager
Through: Randall Olney, PE, Director, Department of Public Works RSO
From: Dan Sherlock, Acting Director, Solid Waste Management Division DS
Subject: ITB# 18-057 Recommendation to Amend Amendment 2

Citrus County is currently under contract with Consolidated Resource Recovery, Inc. for the processing of yard waste. This contract was renewed last year for an additional one-year period, and with an increase not to exceed 5% per year. After reviewing the signed Amendment 2, we noticed an error had been made. The Contractor asked for a 1.96% increase, which was agreed to mutually. We found that on line 2, the charge for screening per hour is $210.12(approximately 13.44% increase). The rate of $188.90 per hour was agreed to for screening (approximately 1.96% increase).

The Solid Waste Department and Consolidated Resource Recovery, Inc. is requesting that we change the rate to the mutually agreed 1.96% increase.

If you have any questions, please do not hesitate to contact me.

Thank you.

Attachment: ITB 18-057 Agenda Doc - A3 (20015 : ITB 18-057 Amendment No. 3; Processing Yard Waste at Landfill; Consolidated Resource

Amendment No. 3 to Agreement
ITB 18-057
Contractor Services for Processing Yard Waste

THIS AMENDMENT is made and entered into by and between Consolidated Resource Recovery, Inc., a foreign corporation registered to do business in 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 October 9, 2018, County and Contractor entered into an Agreement to process yard waste and horticultural debris accumulated at the Citrus County Central Landfill for a term of two (2) years with an option to renew for three (3) additional one-year renewal periods; and

WHEREAS, On September 22, 2020, County and Contractor amended the Agreement to extend the duration of the Agreement to October 8, 2021, including a price increase; and

WHEREAS, On August 10, 2021, County and Contractor amended the Agreement to exercise the second renewal option, extending the duration of the Agreement to October 8, 2022, including a price increase; and

WHEREAS, Due to a clerical error, the unit rates stated in Amendment No. 2 are incorrect therefore, County and Contractor desire to further amend the Agreement to modify the unit rates set forth in Exhibit "B" attached hereto; and

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

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

2. County and Contractor hereby modify the unit rates to be paid Contractor for the services to those rates set forth in Exhibit "B", attached hereto and made a part hereof.

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Attachment: ITB 18-057 Agenda Doc - A3 (20015 : ITB 18-057 Amendment No. 3; Processing Yard Waste at Landfill; Consolidated Resource

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

CONSOLIDATED RESOURCE RECOVERY, INC.

Signature of Witness (1)

Sheila Evans
Printed Name of Witness (1)

Deborah J. Brindley
Signature of Witness (2)

DEBORAH J. BRINDLEY
Printed Name of Witness (2)

BY: _____
CHRIS SNOW, VICE PRESIDENT OF CORPORATE AFFAIRS

STATE OF Florida
COUNTY OF Manatee

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 15 day of February, 2022, by Chris Snow as VP of Corporate Affairs who is ☑ personally known to me or ☑ who produced _____ as identification.

Witness my hand and official seal this 15 day of February, 2022.

Tammy Angel
NOTARY PUBLIC Signature
Printed Name: Tammy Angel
Commission No.: GG226987
Expiration Date: 6-10-2022

Official use only

SEAL

Notary Public State of Florida
Tammy L Angel
My Commission GG 226987
Expires 06/10/2022

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

ATTEST:

ANGELA VICK, CLERK

BY: _____
RONALD E. KITCHEN, JR, CHAIRMAN

DATE: _____

Attachment: ITB 18-057 Agenda Doc - A3 (20015 : ITB 18-057 Amendment No. 3; Processing Yard Waste at Landfill; Consolidated Resource

EXHIBIT "B"											
ITB 18-057 Contractor Services for Processing Yard Waste at Citrus County Landfill				Consolidated Resource Recovery, Inc. (Sarasota, Florida)		Amendment 1		Amendment 2		Amendment 3	
	Task	unit of measure	Qty	Price	Total	Price	Total	Price	Total	Price	Total
Base Bid 1:	Grinding	per ton	11280	$ 14.00	$ 157,920.00	$ 14.17	$ 159,837.60	$ 14.45	$ 163,034.35	$ 14.45	$ 162,996.00
Base Bid 2:	Screening	per hour of machine time	206	$ 183.00	$ 37,698.00	$ 185.26	$ 38,163.56	$ 210.12	$ 43,284.72	**$ 188.90**	$ 38,913.40
Alternate Bid					$ 195,618.00		$ 198,001.16		$ 206,319.07		$ 201,909.40
Alt Bid:	Removal of Processed Material	per ton		$ 21.61		$ 21.88		$ 22.32		$ 22.32	

Attachment: ITB 18-057 Agenda Doc - A3 (20015 : ITB 18-057 Amendment No. 3; Processing Yard Waste at Landfill; Consolidated Resource

ACORD

VERANCL-01 VTRENT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/31/2021

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:	
Des Champs & Gregory, Inc. 1812 Manatee Ave W Bradenton, FL 34205	PHONE (A/C, No, Ext): (941) 748-1812	FAX (A/C, No): (941) 750-0307
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Admiral Insurance Co	24856
INSURER B : Everest Danali Insurance Company	16044
INSURER C : Markel Insurance Company	38970
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Consolidated Resource Recovery Inc.
Florida Organic Solutions Inc and Veransa Group Inc.
3025 Whitfield Ave
Sarasota, FL 34243

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X	X	FEI-EIL-27783-01	9/1/2021	9/1/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG POLLUTION	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY	X	X	CF4CA01491-201	9/1/2021	9/1/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0	X	X	FEI-EXS-27784-01	9/1/2021	9/1/2022	EACH OCCURRENCE AGGREGATE	$ 6,000,000 $ $ 6,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
C	Equipment Floater			MKLM3IM0050347	6/1/2021	6/1/2022	Scheduled Equip	6,934,127

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: ITB 18-057 Contractor Services for Processing Yard Waste.
Citrus County, Florida, a political subdivision of the State of Florida, its officials, employees and volunteers are Additional Insured on all policies. Citrus County, Florida, a political subdivision of the State of Florida is granted a waiver of subrogation on General Liability & Automobile Liability.

CERTIFICATE HOLDER

Citrus County, Florida, a political subdivision of the State of Florida
3600 West Sovereign Path
Lecanto, FL 34461

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)
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Attachment: ITB 18-057 Agenda Doc - A3 (20015 : ITB 18-057 Amendment No. 3; Processing Yard Waste at Landfill; Consolidated Resource

Admiral Insurance Company

AMB #: 003026 **NAIC #: 24856** **FEIN #: 222235730**

Administrative Office
7233 East Butherus Drive
Scottsdale, Arizona 85260-2410
United States

Web: www.admiralins.com
Phone: 480-951-0905
Fax: 480-281-0910
View Additional Address Information

AM Best Rating Unit: AMB #: 058496 - W. R. Berkley Corporation
Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.

View additional news, reports and products for this company.

Based on AM Best's analysis, 058496 - W. R. Berkley Corporation is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A+ (Superior)
Affiliation Code:	r (Reinsured)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	May 27, 2021
Initial Rating Date:	June 30, 1957

Long-Term Issuer Credit View Definition

Attachment: ITB 18-057 Agenda Doc - A3 (20015 : ITB 18-057 Amendment No. 3; Processing Yard Waste at Landfill; Consolidated Resource

Everest Denali Insurance Company

AMB #: 023089 **NAIC #: 16044** **FEIN #: 812912600**

Administrative Office
Warren Corporate Center 100 Everest Way
Warren, New Jersey 07059
United States

Web: www.everestre.com
Phone: 908-604-3000
View Additional Address Information

AM Best Rating Unit: AMB #: 058455 - Everest Re Group, Ltd.
Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.



View additional news, reports and products for this company.

Based on AM Best's analysis, 058455 - Everest Re Group, Ltd. is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A+ (Superior)
Affiliation Code:	g (Group)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	May 07, 2021
Initial Rating Date:	May 03, 2017

Long-Term Issuer Credit View Definition

Attachment: ITB 18-057 Agenda Doc - A3 (20015 : ITB 18-057 Amendment No. 3; Processing Yard Waste at Landfill; Consolidated Resource

Markel Insurance Company

AMB #: 002699 **NAIC #: 38970** **FEIN #: 363101262**

Administrative Office
4521 Highwoods Parkway
Glen Allen, Virginia 23060
United States

Web: www.markelcorp.com
Phone: 804-747-0136
Fax: 804-527-7905
View Additional Address Information

AM Best Rating Unit: AMB #: 003191 - Markel North America Insurance Group
Assigned to insurance companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.

View additional news, reports and products for this company.

Based on AM Best's analysis, 058405 - Markel Corporation is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A (Excellent)
Affiliation Code:	g (Group)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	September 15, 2021
Initial Rating Date:	June 30, 1983

Long-Term Issuer Credit View Definition

Attachment: ITB 18-057 Agenda Doc - A3 (20015 : ITB 18-057 Amendment No. 3; Processing Yard Waste at Landfill; Consolidated Resource

AGENDA MEMORANDUM

FROM:	Colleen Scott, Management & Budget Director
SUBJECT:	SGS 22-017 Visitor Guide; Akers Media Group, LLC
AGENDA DATE:	**March 08, 2022**

BRIEF OVERVIEW:

Akers Media Group, Inc., has produced the Visitors and Convention Bureau annual magazine since 2015. The magazine was awarded 1st place in 2018 and 2nd place in 2019 in the Visitor Guide category by the Florida Magazine Association. The product and service have been excellent. Akers has routinely gone above and beyond in their efforts to produce such an outstanding product. Creating the ads for all our partners that need this service is just one example of their superior effort in producing our magazine. Akers manages all the proofing, ad production, and design/layout services needed to produce the magazine. This award-winning partnership between the Visitors Bureau and Akers Media Group, Inc., is one that should continue forward.

On October 8, 2021, staff advertised this project as a Single Source per Administrative Regulations 9.14.

The provision of services shall be in the amount of $35,000 which includes:

- ☐ Proof Reading/Editor $ 5,500.00
- ☐ Advertising Production $10,500.00
- ☐ Advertising Sales $ 4,000.00
- ☐ Design & Layout $12,500.00
- ☐ Administrative $ 2,500.00

Akers Media will be working on getting sales of the advertisements that will be used in the publication, after a total of $35,000 in ad sales are received, the County will split 80% (County) and 20% (Contractor) in advertising sales. The printing of the Visit Citrus Magazine cost shall be the responsibility of the County.

Staff recommends and desires the approval of the selection of Akers Media Group, Inc., for the production of the Visit Citrus Magazine for a term of three (3) years with an option to renew with two (2) additional one-year periods.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance*
2122-54820	Visit Citrus M	$37,350	$0	$0	$37,350

Visitor & Conv Bureau-Visit Citrus Magazine *Prior to award

RECOMMENDED ACTION:

Approve and Authorize the Chairman to execute the Agreement between Citrus County, Florida and Akers Media Group, Inc. for the production of the Visit Citrus Magazine.

DISCOVER CRYSTAL RIVER FLORIDA

FLORAL CITY || HOMOSASSA || INVERNESS

Citrus County Visitors & Convention Bureau
915 N Suncoast Blvd
Crystal River, FL 34429
352 794 5506

VCB-21-14

MEMORANDUM

TO: **Linda Morse, Purchasing**

FROM: **John Pricher, Director, Visitors and Convention Bureau**

DATE: **September 17, 2021**

SUBJECT: **Single Source for Akers Media**

Akers Media has produced the Visitors and Convention Bureau annual magazine since 2015. The magazine was awarded 1st place 2018 and 2nd place in 2019 in the Visitor Guide category by the Florida Magazine Association. The product and service has been excellent. Akers has routinely gone above and beyond in their efforts to produce such an outstanding product. Creating the ads for all our partners that need this service is just one example of their superior effort in producing our magazine. Akers manages all the proofing, ad production and design/layout services needed to produce the magazine. This award-winning partnership between the Visitors Bureau and Akers Media is one that should continue forward.

Attachment: 3-8-22 SGS 22-017 Agenda Docs (19990 : SGS 22-017 Visitor Guide; Akers Media Group, LLC)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/03/2021

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

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

PRODUCER	CONTACT NAME: Robbie Garvin	
Lassiter-Ware Insurance, Inc. 1317 Citizens Blvd. Leesburg FL 34748	PHONE (A/C, No, Ext): (800) 845-8437	FAX (A/C, No): (888) 883-8680
	E-MAIL ADDRESS: robbieg@lassiterware.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Akers Media Group, Inc. PO Box 490088 Leesburg FL 34749	INSURER A: Southern Owners Insurance Co.	10190
	INSURER B: Auto Owners Insurance Company	18988
	INSURER C: Twin City Fire Insurance Co.	29459
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 2021-22 Master Cert **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	72219819	08/30/2021	08/30/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employment Practices	$ 1,000,000 $ 300,000 $ 10,000 $ Excluded $ 2,000,000 $ 2,000,000 $ 10,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	5137788901	08/30/2021	08/30/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Uninsured motorist BI-	$ 1,000,000 $ $ $ $ 1,000,000
A	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION $ 10,000	N		5137788902	08/30/2021	08/30/2022	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	21WECAI6794	07/18/2021	07/18/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Contract ID: BW 055-15
Citrus County, Florida is an additional insured under the terms and conditions of the General Liability and Automobile Liability policies with respect to work performed by the named insured as required by written contract. The General Liability, Automobile Liability and Workers Compensation policies contain a Waiver of Subrogation in favor of Citrus County, Florida providing the contract is executed prior to any loss.

CERTIFICATE HOLDER

Citrus County, Florida
3600 W. Sovereign Path
Suite 180
Lecanto FL 34461

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Robbie Garvin

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Attachment: 3-8-22 SGS 22-017 Agenda Docs (19990 : SGS 22-017 Visitor Guide; Akers Media Group, LLC)

Southern-Owners Insurance Company

AMB #: 011676 NAIC #: 10190 FEIN #: 593265407

Mailing Address
P.O. Box 30660
Lansing, MI 48909-8160 United States
Web: www.auto-owners.com
Phone: 517-323-1200
Fax: 517-391-1901
AM Best Rating Unit: AMB #: 004354 - Auto-Owners Insurance Group
Based on AM Best's analysis, 000188 - Auto-Owners Insurance Company is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Financial Strength Rating View Definition

Rating:	A++ (Superior)
Affiliation Code:	g (Group)
Financial Size Category:	XV ($2 Billion or greater)
Outlook:	Stable
Action:	Affirmed
Effective Date:	September 12, 2019
Initial Rating Date:	July 31, 1995

Long-Term Issuer Credit Rating View Definition

Long-Term:	aa+
Outlook:	Stable
Action:	Affirmed
Effective Date:	September 12, 2019
Initial Rating Date:	May 30, 2007

Twin City Fire Insurance Company

AMB #: 002235 NAIC #: 29459 FEIN #: 060732738

Administrative Office
One Hartford Plaza
Hartford, CT 06155-0001 United States
Web: www.thehartford.com
Phone: 860-547-5000
AM Best Rating Unit: AMB #: 018217 - Hartford Insurance Pool
Based on AM Best's analysis, 058707 - Hartford Financial Services Group Inc is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Financial Strength Rating View Definition

Rating:	A+ (Superior)
Affiliation Code:	p (Pooled)
Financial Size Category:	XV ($2 Billion or greater)
Outlook:	Stable
Action:	Affirmed
Effective Date:	August 30, 2019
Initial Rating Date:	June 30, 1916

Long-Term Issuer Credit Rating View Definition

Long-Term:	aa-
Outlook:	Stable
Action:	Affirmed

Attachment: 3-8-22 SGS 22-017 Agenda Docs (19990 : SGS 22-017 Visitor Guide; Akers Media Group, LLC)

Effective Date: August 30, 2019
Initial Rating Date: July 14, 2005

Auto-Owners Insurance Company

AMB #: 000188 NAIC #: 18988 FEIN #: 380315280

Mailing Address
P.O. Box 30660
Lansing, Michigan 48909
United States

Web: www.auto-owners.com
Phone: 517-323-1200
Fax: 517-391-1901
View Additional Address Information

AM Best Rating Unit: AMB #: 004354 - Auto-Owners Insurance Group
Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.



View additional for this company.

Based on AM Best's analysis, 000188 - Auto-Owners Insurance Company is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category): A++ (Superior)
Outlook (or Implication): Stable
Action: Affirmed
Effective Date: December 09, 2021
Initial Rating Date: June 30, 1922

Long-Term Issuer Credit View Definition

Rating (Rating Category): aa+ (Superior)
Outlook (or Implication): Stable
Action: Affirmed
Effective Date: December 09, 2021
Initial Rating Date: May 30, 2007

Financial Size Category View Definition

Financial Size Category: XV ($2 Billion or greater)

u Denotes Under Review Best's Rating

Attachment: 3-8-22 SGS 22-017 Agenda Docs (19990 : SGS 22-017 Visitor Guide; Akers Media Group, LLC)

SERVICES 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

Akers Media Group, Inc., (Contractor).

2.0 Designated Contact Person as to County:	**3.0 Designated Contact Person as to Contractor**:
John Pricher Visitors & Convention Bureau Director 3600 W. Sovereign Path, Suite 241 Lecanto, Florida 34461 Phone: 352-794-5506 Fax: 352-794-5507 Email: john.pricher@visitcitrus.com	Michael Douglas Akers, President Akers Media Group, Inc. PO Box 490088 Leesburg, Florida 34749 Phone: 352-787-4112 Cell: 352-638-7177 Email: doug@akersmediagroup.com

4.0 Notices: All notices between County and Contractor, as required under the Agreement, shall be by telephone, facsimile, e-mail, mail, or by personal delivery to the respective designated contact person identified above. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

5.0 Entire Agreement: This Agreement, and its associated Documents referenced herein, together with any executed Addenda, shall constitute the entire Agreement between Contractor and County (hereinafter referred to as the "Agreement"). In resolving conflicts, errors, discrepancies, and disputes concerning the scope of Services or other rights or obligations of the parties, precedence shall be given in the following order (1) a fully executed Addendum to this Agreement (later executed Addenda taking precedence over earlier dated Addenda), (2) provisions of this Agreement, (3) provisions of the Purchase Order, and (4) provisions contained in any governmental regulation incorporated herein by reference. There are no understandings or agreements except as herein expressly stated.

6.0 Agreement Documents:
1. Exhibit A – Scope of Services and Compensation

7.0 Terms of Agreement and Commencement of Services: The duration of the Agreement shall be for a period of three (3) years from the date that the Parties have executed the Agreement, with an option to renew for two (2) additional, one (1) year periods. The renewal option will be conditioned upon satisfactory performance by Contactor and will be subject to availability of funds. The renewal option can only be exercised through mutual agreement between County and Contractor. The date that Contractor shall commence the provision of Services shall be the date on which a Purchase Order and a Notice to Proceed is received by Contractor. 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 onto Contractor's documents forwarded by Contractor to County for payment. County's acceptance of product or processing of documentation on forms furnished by Contractor to County for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

9.0 Services Provided by Contractor: The Services to be provided by Contractor are summarized in Exhibit "A", attached to this Agreement. If County identifies any additional Services to be provided by Contractor that are not covered under the original Agreement, such additional services shall be made a part of this Agreement by a written Addendum.

10.0 Compensation to Contractor: Compensation to be paid to Vendor for the provision of the Commodity agreed to herein shall be per the unit pricing noted in Exhibit "A", attached to this Agreement.

11.0 Payment of Payment Requests:

11.1 Payment Requests: Requests for payment for the provision of the Services provided under the Agreement shall be submitted no more frequently than once per month, unless stipulated differently in the Agreement. At a minimum, the payment requests shall include the Purchase Order Number, a description of the Services provided, and the amount of the payment request. All requests for payment shall be submitted in sufficient detail to demonstrate compliance with the terms of the Agreement and to allow for the proper pre-audit and post-audit thereof. Requests for payment that include travel expenses shall be in accordance with Section 112.061, Florida Statutes. County reserves the right to require any information from Contractor that County deems necessary to substantiate claims for remuneration. Upon receipt of Contractor's payment request, County will review such to ensure that it is in proper order, and that the Services covered under the payment request have been completed in accordance with this Agreement. If it is found that the payment request is not in proper order, or the Services covered under the payment request do not satisfy this Agreement, the payment request may be rejected.

11.2 Prompt Payment: County shall make payment of a payment request in accordance with Chapter 218, Part VII of the Florida Statutes "Local Government Prompt Payment Act" from the date which a payment request in proper order is recorded as received by County, for Services completed to the satisfaction of County.

11.3 Form of Request: If the payment request is not received in proper order, County may reject the payment request within ten (10) business days after the date on which the payment request is recorded as received by County. County shall provide Contractor with a written notification of the rejection specifying the deficiency and corrective measures necessary to make the payment request proper. Upon receipt of a payment request that corrects the deficiency, County shall make payment in accordance with Chapter 218, Part VII of the Florida Statutes "Local Government Prompt Payment Act".

11.4 Resolution of Payment Request Disputes: In the event of a dispute between Contractor and County concerning the full or partial payment of a payment request, such disagreement shall be finally determined by County. If the dispute between Contractor and County involves a portion of a payment request, the undisputed portion shall be paid by County in a timely manner, as long as the payment request for the undisputed portion is in proper order. Proceedings to resolve the dispute will be commenced within forty-five (45) business days after the date the payment request in dispute was recorded as being received by County and will be concluded by final decision of County within sixty (60) business days after the date on which the payment request was recorded as being received by County. Such procedures do not constitute an administrative proceeding that prohibits a court from deciding de novo any action arising out of the dispute.

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

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to County until Contractor has received a purchase order from County. Contractor shall be permitted to accept an order to provide Services under an emergency purchase without a purchase order; however such request from County must be transmitted to the Contractor via facsimile or e-mail. The written transmission order must be submitted with any payment request submitted by the Contractor for such emergency requests.

11.6 Payments to Subcontractors: When Contractor receives from County any payment for Services covered under the Agreement, Contractor must pay such moneys received to each subcontractor or supplier in proportion to the percentage of the Services completed by each subcontractor or supplier within ten (10) business days after Contractor's receipt of the payment. If Contractor receives less than full payment, then Contractor shall be required to disburse only the funds received on a pro rata basis to its subcontractors and suppliers, each receiving a prorated portion based on the amount due on the payment. If a subcontractor receives payment from Contractor for labor, services or materials furnished by subcontractors or suppliers hired by the subcontractor, the subcontractor must remit payment due to those subcontractors or suppliers within seven (7) business days after the subcontractor's receipt of payment from Contractor.

11.7 ACH Enrollment: All Contractors will be required to complete an "Authorization Agreement for ACH Credits Enrollment Form". Payments will be deposited directly into Contractor's bank account. This means there is no need to wait for the check to come in the mail, and eliminates the possibility of a lost check. The Clerk's Accounts Payable Department will provide confirmation via email when payments are transmitted, ensuring immediate notification.

12.0 Warranties:

12.1 Warranty of Ability to Perform: Contractor warrants that, to the best of its knowledge, there are no pending or threatened actions, proceedings, investigations, or any other legal or financial conditions, that would in any way prohibit, restrain, or diminish Contractor's ability to satisfy its obligations under the Agreement.

12.2 Warranty Against Defects in Workmanship: Contractor shall warrant its Services against defects in materials and workmanship for a minimum period of one (1) year from acceptance of the Services by County. Should any defects in materials or workmanship appear during the warranty period, Contractor shall replace the materials or equipment, or repair or re-do the service, immediately upon receipt of written notice from County, at no additional expense to County. Contractor shall warrant such replaced materials or equipment, or repaired or re-done Services, for a period of one (1) year after acceptance of such by County.

12.3 Warranty of Standard Care: In the performance of professional services, Contractor will use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. Contractor will use due care in performing its Services and will have due regard for acceptable professional standards and principles. Contractor's standard of care shall not be altered by the application, interpretation, or construction of any other provision of this Agreement. If any of the Services performed by Contractor do not comply with the foregoing warranties and County notifies Contractor of such, then Contractor shall (at its sole expense) promptly re-execute the nonconforming Services. All such re-performed Services shall be performed on a mutually agreed schedule. Contractor shall and does hereby assign to County the benefits of any of Contractor's subconsultant's or subcontractor's warranties. Such assignment shall not relieve Contractor of its warranty obligations for performance or standard of care to County under this Agreement.

12.4 Warranty of Title: Title to any work product furnished by Contractor under the Agreement shall pass to County to the extent of the payments made for such by County, or on the date that County accepts the completed Services of Contractor. When title passes to County in accordance with the Agreement, Contractor warrants that the work product furnished will be free and clear of all security interests, liens and encumbrances or claims of any party.

13.0 Public Records: Contractor will keep and maintain public records required by the County to perform the service. Upon request from the County's custodian of public records, Contractor will provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a

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cost that does not exceed the cost provided in Chapter 119, Florida Statues, or as otherwise provided by law. Contractor will ensure that the public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of the Agreement and following completion of the Agreement if Contractor does not transfer the records to the County. Upon completion of the Agreement, Contractor will transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by County to perform the service. If Contractor transfers all public records to County upon completion of the Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology system of the County. If Contractor does not comply with the County's request for public records, the County shall enforce the provisions of the Agreement in accordance with the terms of the Agreement and may cancel the Agreement.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT NANCY JO KINCH, CUSTODIAN OF PUBLIC RECORDS, AT 3600 W. SOVEREIGN PATH, LECANTO, FL 34461; PHONE: (352)527-5235 EMAIL: NANCY.KINCH@CITRUSBOCC.COM.

14.0 Insurance: During the term of the Agreement, Contractor, at its sole expense, shall provide insurance of such a type and with such terms and limits as noted below. Providing and maintaining adequate insurance coverage is a material obligation of Contractor. Contractor shall provide County a certificate(s) of insurance, evidencing such coverage.

14.1 Minimum Insurance Requirements: Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees or subcontractors. The coverage's, limits or endorsements required herein protect the primary interests of County, and these coverage's, limits or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect Contractor against any loss exposures, whether as a result of the Project or otherwise. The requirements contained herein, as well as County's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under a contract.

14.2 Commercial General Liability: Contractor must obtain a general liability policy with minimum limits of $1,000,000 per occurrence and a $2,000,000 general aggregate.

14.3 Automobile Liability: Contractor must obtain coverage for all vehicles for Bodily Injury and Property Damage of not less than $1,000,000 combined single limit each accident. In the event the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

14.4 Workers Compensation and Employer's Liability:

14.4.1 Contractor must obtain Workers Compensation insurance with limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen & Harbor Workers Act. Employer's Liability limits for not less than $100,000 each accident, $500,000 disease policy limit and $100,000 disease each employee must be included.

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14.4.2 For any officer of a Contractor that has exempt status as an individual, the County requires proof of workers compensation insurance coverage for that contractor/employer/owner's employees. If the contractor/employer/owner or individual has applied for a workers compensation exemption, the County does not recognize this exemption to extend to the employees of the contractor/employer/owner.

14.4.3 The purpose of this section is to ensure that all contractors, subcontractors, sole proprietors, or business entities of any kind who contract with the County for provision of goods or services, provide workers compensation coverage for all employees, and principles of subcontractors, subcontractors, sole proprietors, or other business entities. All provisions of this Section shall be construed in accord with this intent.

14.5 Professional Liability and/or Errors and Omissions Liability: Professional (E&O) Liability must be afforded for personal injury and Property Damage for not less than $1,000,000 each claim, $1,000,000 policy aggregate.

14.6 Other Insurance Provisions:

14.6.1 Contractor shall provide a Certificate of Insurance to County with a thirty (30) day notice of cancellation and/or changes in policy language, and ten (10) day notice if cancellation is for nonpayment of premium. The certificate shall indicate if coverage is provided under a "claims made" or "occurrence" form. If any coverage is provided under a claims made form the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

14.6.2 Contractor has sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. For deductible or self-insured amounts that exceed $10,000, Contractor shall maintain a Commercial Surety Bond or Letter of Credit in an amount equal to said deductible or self-insured retention.

14.6.3 All required insurance policies must be maintained until the contract work has been accepted by County.

14.6.4 Citrus County, Florida, a political subdivision of the State of Florida, its officials, employees, and volunteers are to be covered as an Additional Named Insured on all policies except Worker's Compensation and Professional Liability. The coverage shall contain no special limitation on the scope of protection afforded to the County, its officials, employees or volunteers.

14.6.5 Contractor's insurance coverage shall be primary insurance as respects County, its officials, employees and volunteers. Any insurance or self-insurance maintained by County, its officials, employees or volunteers shall be excess of Contractor's insurance and shall be non-contributory.

14.6.6 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. The County requires General Liability policies to be endorsed with CG 24 04 Waiver of Transfer of Rights of Recovery Against Others to Us or similar endorsement, and a WC 00 0313 Waiver of Our Right to Recover from Others for Workers Compensation coverage.

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

14.6.8 It is Contractor's responsibility to insure that all subcontractors comply with these insurance requirements. Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each sub-contractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

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14.6.9 With the exception of workers compensation policies, all required insurance policies must be written by a carrier having a minimum rating of A- by A.M. Best or similar rating company. All workers compensation policies must be written by carriers admitted in the State of Florida, and who participate in the Florida Insurance Guarantee Fund.

14.6.10 All Certificates must show that the Contractor's policies have been endorsed per the requirements.

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

15.0 Indemnification: Contractor shall indemnify, save and hold harmless the County and all its officers, agents or employees from all causes of action, claims, demands, losses, liabilities and expenditures of any nature whatsoever, including defense costs and fees, caused by intentional or negligent acts of, or omissions of Contractor, its subcontractors, agents or employees or accruing, resulting from, or related to the subject matter of this Agreement including without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. Neither Contractor, nor any of its agents will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the County or any of its officers, agents or employees. In the event any lawsuit or other proceeding is brought against County by reason of any such claim, cause of action or demand, Contractor shall, upon written notice from County, resist and defend such lawsuit or proceeding by counsel satisfactory to County or, at County's option, pay for an attorney selected by County to defend County. This indemnification includes attorney's fees and all costs of litigation including appellate attorney's fees and costs as well as any judgments. The parties agree that this clause shall not waive the benefits or provisions of section 768.28, Florida Statutes, or any similar provision of law. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the County, any sums due Contractor under this Agreement may be retained by County until all of the County's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by County.

16.0 Change Orders: County may at any time, as the need arises, order changes within the scope of the services without invalidating the Agreement. If such changes result in an increase or decrease in the Contract Price, or in the time required for performance of the Services, an equitable adjustment shall be authorized by way of a Change Order. County also may at any time, by issuing a Field Order, make changes in the details of the Services. Contractor shall proceed with the performance of any changes in the Services so ordered by County unless Contractor believes that such Field Order entitles it to a change in Contract Price or Time, or both, in which event Contractor shall give County written notice thereof within fifteen (15) calendar days after the receipt of the ordered change, and Contractor shall not execute such changes pending the receipt of an executed Change Order or further instruction from County.

17.0 Termination of Agreement: Either party may terminate this Agreement by giving the other party thirty (30) days written notice. In the event of termination, County will be responsible for compensating Contractor only for those Services satisfactorily completed or partially completed up to the date of termination. Contractor shall not be entitled to compensation for loss of anticipated profit.

18.0 Licenses and Certifications: Contractor, or its sub-contractor(s), shall possess and maintain during the term of this Agreement any and all licenses required to perform the Services covered under this Agreement, as stipulated by the State of Florida and Citrus County Florida.

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19.0 Additional Terms and Conditions:

19.1 Advertising: Subject to Chapter 119, Florida Statutes, Contractor shall not publicly disseminate any information concerning the Agreement without prior written approval from County, including, but not limited to mentioning the Agreement in a press release or other promotional material, identifying County as a reference, or otherwise linking Contractor's name and either a description of the Agreement or the name of County in any material published, either in print or electronically, to any entity that is not a party to the Agreement.

19.2 Assignment: Neither County nor Contractor shall sell, assign or transfer any of its rights, duties or obligations under the Agreement without the prior written consent of the other Party. In the event of any assignment, Contractor remains secondarily liable for performance of the Agreement, unless County expressly waives such secondary liability.

19.3 Bankruptcy or Insolvency: Contractor shall promptly notify County in writing of the filing of any voluntary or involuntary petition for bankruptcy and/or of any insolvency of Contractor or any of its subcontractors who are involved in the provision of the Services under this Agreement.

19.4 Compliance with Laws: Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Local, State and Federal agencies having jurisdiction and authority. These laws, shall include, but not be limited to, Chapter 287 of the Florida Statutes, the Uniform Commercial Code, the Immigration and Nationalization Act, the Americans with Disabilities Act, the United States Occupational Safety and Health Act, the United States Environmental Protection Agency, the State of Florida Department of Environmental Protection, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, sexual orientation, gender identity or expression or veteran's status. Violation of such laws shall be grounds for termination of the Agreement.

19.5 Conflict of Interest: Contractor covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner of degree with the performance of the Services covered under this Agreement. Furthermore, Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Contractor any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor, and its subcontractors at any tier, certify that they have not entered into any contract, sub-contract, or arrangement in connection with the Project covered under this Agreement, or of any property included or planned to be included in the Project, in which any member, officer, of employee of Contractor or its subcontractors, during its tenure, or for two years thereafter, has any interest, direct or indirect. Contractor, and its subcontractors at any tier, shall insert the following provision into each of their contracts and sub-contracts.

> *"No member, officer, or employee of the sub-contractor, during their tenure or for two years thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof."*

19.6 Correction of Services: Contractor shall promptly remove from the premises all Services rejected by County for failure to comply with the Contract Documents, whether incorporated into the Project or not, and Contractor shall promptly replace and re-execute the Services in accordance with the Contract Documents, without additional expense to County, and shall bear the expense of making good all Services of other contractor's work destroyed or damaged by such removal or replacement. All removal and replacement of Services shall be done at Contractor's expense. If Contractor does not take action to remove such rejected Services within ten (10) calendar days after receipt of written notice from County, County may remove such Services on their own and store the materials at the expense of Contractor.

19.7 County Funds: If sufficient funding is not available for Contractor to complete the Services, County reserves the right to modify the terms and conditions of the Agreement to change the Scope of Services to reduce the cost to match any available funding. If such modifications to the Scope of Services are not feasible, or if funding has been totally exhausted prior to Contractor's completion of its Services, the

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Agreement shall be terminated on terms reasonably acceptable to both parties. Additionally, in accordance with Section 216.347, Florida Statutes, and as provided herein, Contractor may not expend any County funds for the purpose of lobbying the legislature, or local, state or federal agencies.

19.8 Debarment: Contractor certifies to the best of their knowledge and belief, that they and their principals 1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Municipal, County, State or Federal department or agency, 2) have not, within a three-year period preceding execution of this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property, 3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated above, 4) have not within a three-year period preceding execution of this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default, and 5) will advise County immediately if their status changes and will provide an explanation for the change in status.

19.9 Disposal of Wastes: Contractor shall handle any waste materials generated in the performance of the Services in full compliance with all laws, regulations, and requirements of all governmental authorities and those of County. Contractor shall use only disposal facilities which have proper permits and are in full compliance with all Laws. Contractor agrees that County has the right to reject, for any reason, Contractor's use of any particular disposal facility.

19.10 Dispute Resolution: For any dispute concerning performance of the Agreement, which includes without limitation controversies based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission, County shall attempt to reach a mutual agreement as to the settlement and resolution of the dispute with Contractor. Should a mutual agreement not be reached, County shall render a decision and reduce such to writing and serve a copy on Contractor. The decision shall be final and conclusive.

19.11 Documentation: All tracings, plans, specifications, maps, computer files and/or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived there from, will be considered works made for hire and will become the property of County upon expiration or termination of the Agreement without restriction or limitation on their use. Upon delivery to County of said document(s), County will become the custodian thereof in accordance with Chapter 119, Florida Statutes. Contractor will not copyright any material and products or patent any invention developed under this Agreement. Copies of these documents are not to be sold or distributed to third parties without the written consent of County.

19.12 Drug Free Workplace: Contractor certifies that it has in place a Drug-Free Workplace Program in accordance with the Drug-Free Workplace Act of 1988 (41 U.S.C. 702-706).

19.13 Employees, Subcontractors and Agents: All Contractor employees, subcontractors, and agents performing any of the Services under the Agreement shall be properly trained to meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of certification or other proof of qualification. All employees, subcontractors, and agents of Contractor must comply with all security and administrative requirements of County. County may conduct, and Contractor shall cooperate in, a security background check or otherwise assess any employee, sub-contractor, and agent of Contractor. County may refuse access to, or require replacement of, any of Contractor's employee, subcontractor and agent for cause, including, but not limited to, technical or training qualifications, quality of services, change in security status, or non-compliance with County's security or other requirements. Such refusal shall not relieve Contractor of its obligation to perform all Services in compliance with the Agreement. County may reject and bar from any facility for cause any of Contractor's employees, subcontractors, or agents. County shall have the right to review and approve any sub-contractor used by Contractor. Contractor shall be fully responsible to County for the acts and omissions of its subcontractors, and persons directly or indirectly employed by them. It is Contractor's responsibility to ensure that their subcontractors are properly licensed to do business in the State of Florida and Citrus County, as required by law.

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19.14 Environmental Issues: All notifications regarding environmental issues or requirements shall be sent immediately to County's Contact Person. Unless directed otherwise by County, Contractor is not to contact any local, state or federal governmental agencies concerning environmental issues involving the Project Site.

19.15 Equal Employment Opportunity: Contractor shall not discriminate on the basis of race, color, sex, age, national origin, religion, and disability or handicap in accordance with the Provisions of: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000 et seq.), Title VII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), Florida Civil Rights Act of 1992 (§ 760.10 et seq.), Title 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375, Title 49 CFR 23 and Title 49 CFR 26 for Disadvantaged Business Enterprises, Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.), Title 49 CFR 21 and Title 49 CFR 23, Nondiscrimination on the basis of handicap, Title 49 CFR 27, Americans with Disabilities Act of 1990 (42 U.S.C. 12102, et. seq.), Federal Fair Labor Standards Act (29 U.S.C. § 201, et seq.), and any other Federal and State discrimination statutes. Contractor shall furnish pertinent information regarding its employment policies and practices as well as those of their proposed subcontractors as the State of Florida Department of Transportation, the Secretary of Labor, or County may require. The above shall be required of any sub-contractor hired by Contractor. All Equal Employment Opportunity requirements shall be included in all non-exempt sub-contracts entered into by Contractor. Sub-contracts entered into by Contractor shall also include all other applicable labor provisions. No sub-contract shall be awarded to any non-complying sub-contractor. Additionally, Contractor shall insert in its sub-contracts a clause requiring subcontractors to include these provisions in any lower tier sub-contracts that may in turn be made. Contractor shall comply with all state laws and local ordinances, except that any preferential consideration of local in-state subcontractors is NOT allowed.

19.16 E-Verification System: Contractor shall comply with the Executive order No. 12989 as amended, and Executive Order No. 11-116, and agrees to utilize the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of: (1) all persons employed by Contractor during the contract term to perform any duties within Florida, and; (2) all persons, including subcontractors, assigned by Contractor to perform work pursuant to this Contract. Contractors meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.

19.17 Force Majeure Event: Neither party shall be considered to be in default in the performance of its obligations under this Agreement, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control, and not a result of the fault or negligence of, the affected party (a "Force Majeure Event"). If a party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such party shall immediately provide notice to the other party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include, but not be limited to acts of civil or military authority (including courts or regulatory agencies), act of God (excluding normal or seasonal weather conditions), war, riot, or insurrection, inability to obtain required permits or licenses, hurricanes and severe floods.

19.18 Governing Law and Venue: The Agreement shall be governed in accordance with the laws of the State of Florida. In the event of litigation with respect to the obligation of the parties to the Agreement, the jurisdiction and venue of such action shall be an appropriate State Court in Citrus County, Florida.

19.19 Governmental Restrictions: If Contractor believes that any governmental restrictions have been imposed that require alteration of the materials used, the quality, workmanship or performance of the Services offered under the Agreement, Contractor shall immediately notify County in writing, indicating the specific restriction. County reserves the right and the complete discretion to accept any such alteration or to cancel the Agreement at no further expense to County.\

19.20 Immigration and Nationality Act: Contractor shall comply with all immigration laws as outlined in 8 USC § 1324a - Unlawful employment of aliens. County will not intentionally award County contracts to any

Attachment: 3-8-22 SGS 22-017 Agenda Docs (19990 : SGS 22-017 Visitor Guide; Akers Media Group, LLC)

Contractor who knowingly employs unauthorized Alien workers. Any violation of the employment provisions outlined in the Immigration and Nationality Act throughout the term of any Agreement with County may result in immediate termination of the Agreement. County will consider the employment of unauthorized aliens a violation of Section 274A (e) of the Immigration and Nationality Act. Such violation will be cause for unilateral cancellation of the Agreement, by County, if Contractor knowingly employs unauthorized aliens.

19.21 Inspection, Performance, Supervision: County reserves the right to inspect the Services provided by Contractor, whether partially or fully completed, at any time, as deemed appropriate by County for the purpose of ensuring Contractor's performance under the Agreement. Such inspections performed by County, shall not be construed as a final approval of Contractor's Service, and shall not relieve Contractor from its obligations under the Agreement. County reserves the right to inspect, at any reasonable time with prior notice, Contractor's facilities to assess conformity of the provision of the Services with the Agreement requirements. County reserves the right to investigate or inspect, at any time, whether the provision of the Services complies with the Agreement requirements. Contractor shall at all times during the Agreement term remain responsive and responsible. Contractor must be prepared, if requested by County, to present evidence of experience, ability, and financial standing, as well as a statement as to capacity of Contractor for the performance of the provision of the Services covered under the Agreement. This paragraph shall not mean or imply that it is obligatory upon County to make an investigation either before or after award of the Agreement, but should County elect to do so, Contractor is not relieved from fulfilling all Agreement requirements. Contractor shall supervise and direct the performance of its Services and shall be solely responsible for the means, methods, techniques, sequences, and safety of construction. Contractor will employ and maintain at the Project Site a qualified supervisor or superintendent who shall have been designated in writing by Contractor as the Contractor's representative at the Project Site. The supervisor or superintendent shall have full authority to act on behalf of Contractor and all communications given to the supervisor or superintendent shall be as binding as if given directly to Contractor. The supervisor or superintendent shall be present on the Project Site at all times as required to perform adequate supervision and coordination of the Contractor's Services.

19.22 Lawful Claims and Demands: Should any outstanding claims by subcontractors or suppliers incurred in the performance of the Services materialize after County has made Payment to Contractor, Contractor will indemnify and save County harmless from such claims. Acceptance by Contractor of payment shall be and shall operate as a release to County of all claims and all liabilities to Contractor, other than claims in stated amounts as may be specifically excepted by Contractor for things done or furnished in connection with the provision of the Services, and for every act and neglect of County and others relating to or arising out of the provision of the Services covered under this Agreement. Any payment, whether final or otherwise, shall not release Contractor or his sureties from any obligations under the Agreement.

19.23 Lobbying: Contractor shall not, in connection with the Agreement, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any County officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any County officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, Services, employment, or contracts of any kind.

19.24 Local Preference / Workforce Labor: County believes that the hiring of workforce labor by contractors to whom County awards contracts should, to the maximum extent, be citizens within its boundaries that are unemployed or seeking work for the first time. To that extent, County has agreed to notify CLM Workforce Connection of all awards involving construction and other types of services. CLM Workforce Connection is a local business-led organization that plans and coordinates quality employment and training services for businesses and individual career seekers in Citrus County. Contractor will be contacted by CLM Workforce Connection, to discuss hiring through its staff and services. Contractor's participation with CLM Workforce Connection is not required as a condition of this Agreement, but rather an opportunity for greater support for the community of Citrus County and Contractor in hiring assistance.

19.25 Materials, Services, and Facilities: It is understood that, except as otherwise specifically stated in the Contract Documents, Contractor shall provide and pay for all materials, labor, tools, equipment, water, light,

Attachment: 3-8-22 SGS 22-017 Agenda Docs (19990 : SGS 22-017 Visitor Guide; Akers Media Group, LLC)

power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the Services within the specified time.

19.26 Non-Collusion: Contractor agrees that neither it, nor any of its officers, partners, agents or employees have entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of a free competitive solicitation in connection with this Agreement, and that Contractor intends to do the work with its own bona fide employees or subcontractors and has not provided a response for the benefit of another contractor. Furthermore, Contractor certifies that its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to submitting a response on any public contract.

19.27 Patent and Copyright Responsibility: Any material, design or supplied specified by Contractor or supplied by Contractor pursuant to this Agreement shall not knowingly infringe any patent or copyright, and Contractor shall be solely responsible for securing any necessary licenses required for patented or copyrighted material utilized by Contractor in the performance of the services.

19.28 Project Site Conditions: Contractor shall be deemed to have examined the Project Site, if applicable and to have secured full knowledge of all conditions under which the Services are to be executed and completed.

19.29 Protection of Persons: Contractor will be responsible for the safety of its employees and the employees of its subcontractors, during the provision of the Services. Contractor will be responsible for initiating, maintaining and supervising all safety programs in connection with the provision of the Services in accordance with applicable safety standards and regulations, as promulgated by the United States Occupational Safety and Health Act. Contractor shall report promptly to County any accident or unusual occurrence during performance of the Services, including personal injury or death to any Contractor employee, sub-contractor employee or any member of the public, or any damage to any of County's property, the Project Site, or adjacent property.

19.30 Public Entity Crime: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

19.31 Relationship: Contractor is an independent contractor to County in the provision of the Services under this Agreement and is not an employee, agent, joint-venture, or partner of County.

19.32 Risk of Loss: Until the Services have been accepted by County, risk of loss or damage to any materials, equipment, supplies or work product, whether partially or fully completed, that are associated with the Services shall remain with Contractor.

19.33 Schedules, Reports and Records: Contractor shall submit to County cost schedules, progress schedules, estimates, records, reports, and any other data, as related to the provision of the Services covered under the Agreement. Furthermore, County reserves the right to inspect and audit Contractor's books and records relating to the Agreement, when deemed appropriate by County. All schedules, reports and records of Contractor, as they relate to the Agreement, shall be retained by Contractor for a period of three (3) years from the date of final payment under the Agreement.

19.34 Security and Confidentiality: Contractor shall comply fully with all security procedures of County in the performance of the Agreement. Contractor shall not divulge to third parties any information obtained by Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of the provision of the Services without the written consent of County. However, Contractor shall be permitted to release information to third parties if such information is publicly available through no fault of Contractor,

Attachment: 3-8-22 SGS 22-017 Agenda Docs (19990 : SGS 22-017 Visitor Guide; Akers Media Group, LLC)

information that Contractor developed independently without relying on County's information, or information that is otherwise obtainable under State and Federal law as a public record. To insure confidentiality, Contractor shall take appropriate measures as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Agreement.

19.35 Severability: If a court deems any provision of the Agreement void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

19.36 Survival: All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive completion or termination of the Agreement for any reason.

19.37 Taxes: Contractor shall pay all sales, consumer, use and other similar taxes required to be paid by Contractor in accordance with the laws and regulations of the State of Florida which are applicable to the provision of the Services under the Agreement. County will not pay for any personal property taxes levied on Contractor or for any taxes levied on Contractor's employees' wages. County is a political subdivision of the State of Florida and holds a State of Florida Sales Tax Exemption Certificate (No. 85-8012621778C-1). All purchases made by County directly from a dealer, distributor or manufacturer for materials, equipment or supplies ("direct purchase") instead of through the Contractor are exempt from sales, consumer, use and other similar taxes.

19.38 Waiver: The delay or failure by County to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of County's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude the County of any other or further exercise thereof or the exercise of any other right.

20.0 Authority: Each person signing the Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

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Attachment: 3-8-22 SGS 22-017 Agenda Docs (19990 : SGS 22-017 Visitor Guide; Akers Media Group, LLC)

IN WITNESS WHEREOF, this Agreement is accepted by the parties as of the date noted below.

Signature of Witness (1)

MICHAEL GAULIN
Printed Name of Witness (1)

Signature of Witness (2)

Aubrey Simmons
Printed Name of Witness (2)

AKERS MEDIA GROUP, INC.

BY: _____
MICHAEL DOUGLAS AKERS, PRESIDENT

STATE OF Florida
COUNTY OF Lake

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 8th day of February, 2022, by Michael Douglas Akers as President who is ☑ personally known to me or ☐ who produced _____ as identification.

Witness my hand and official seal this 8th day of February, 2022.

Official use only

NOTARY PUBLIC Signature
Printed Name: Debra Matlock
Commission No.: GG 354196
Expiration Date: Nov. 11, 2023

SEAL

DEBRA MATLOCK
MY COMMISSION # GG 354196
EXPIRES: November 11, 2023
Bonded Thru Notary Public Underwriters

ATTEST:

_____
ANGELA VICK, CLERK

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

BY: _____
RONALD E. KITCHEN, JR., CHAIRMAN

DATE: _____

Attachment: 3-8-22 SGS 22-017 Agenda Docs (19990 : SGS 22-017 Visitor Guide; Akers Media Group, LLC)

Proposal

EXHIBIT "A"

DISCOVER CRYSTAL RIVER FLORIDA

October 21st 2021

AKERS MEDIA

P.O. BOX 490088 • Leesburg, FL 34749 • Phone: 352.787.4112 • Fax: 352.323.8161

Attachment: 3-8-22 SGS 22-017 Agenda Docs (19990 : SGS 22-017 Visitor Guide; Akers Media Group, LLC)

PROJECT TITLE: Citrus County Annual Visitor's Guide / Publishing Annually

QUANTITY: TDB by Citrus County Visitors and Convention Bureau.

PROJECT DESCRIPTION: Akers Media will produce a minimum of 48-page perfect bound, 8.15 x 11. 100lb cover weight/ 60lb text weight magazine to be utilized as a visitor's guide for Citrus County.

Citrus County Visitors and Convention Bureau will be responsible for all cost associated with the printing and mailing of the publication.

PROJECT LEAD: Doug Akers, President

OF: Akers Media Group, Inc.

TELEPHONE: 352.787.4112

EMAIL: Doug@akersmediagroup.com

WORKFLOW:

Akers team members and administrators of the Citrus County Visitors and Convention Bureau will meet to discuss editorial concepts, messaging, and expectations. From there, a guideline will be drafted by Akers and submitted to CCVCB for review. Upon review, Akers and CCVCB will work together to create a production schedule that lays out all production shoots and editorial content required for the project. Once direction is established Akers will provide CCVCB with update layouts through-out the process as touch points. Before issue is sent to press CCVCB will review finished layouts and have final approval.

CCVCB and Akers Media will have full rights to use photography, finish design layout, editorial and finished publication as they see fit on there website or other promotional items.

Attachment: 3-8-22 SGS 22-017 Agenda Docs (19990 : SGS 22-017 Visitor Guide; Akers Media Group, LLC)

DEADLINES:

- Editorial Deadline: TBD yearly
- Sales Deadline: TBD yearly
- Photography Deadline: TBD yearly
- Printer Upload Deadline: TBD yearly

POST-PRODUCTION:

Akers Media Group will deliver copies of the Visitor's Guide to the CCVCB office or site designated by CCVCB. If a portion of the print run is to be mailed, then CCVCB will provide Akers the mailing list 15 days prior to press. CCVCB will also be responsible for all fees associated with printing and mailings of publication including, setup, labels and all postage.

Sales:

Akers Media and or Citrus County VCB staff will be responsible for all sales into publication. Sales team will contact interested business partners via telecommunications, emails and by direct person to person contact. Akers will directly invoice business partners net 15 and will be responsible for all collections of invoices. For all sales secured by Citrus County VCB staff Akers Media will credit Citrus County 10% of sales revenue.

Sales Goals: Due to substantial risk Akers will not close its publication sales until it has a reached a minimum of $25,000 in sales volume. If sales deadline is delayed, then other deliverable dates will also be pushed back until minimum sales goals can be reached. Akers will work with CCVCB to alleviate any hardships a delay may cause.

Revenue sharing: Akers Media agrees to share revenue with CCVCB once $35,000 in billing for the publication has been achieved. All billings in excess of $35,000 will be shared at split of 80/20. With CCVCB receiving 80% of revenue in excess of $35,000

P.O. BOX 490088 • Leesburg, FL 34749 • Phone: 352.787.4112 • Fax: 352.323.8161

Attachment: 3-8-22 SGS 22-017 Agenda Docs (19990 : SGS 22-017 Visitor Guide; Akers Media Group, LLC)

Cost analysis

Akers Media Group, Inc

1. *Proof reading/editor/copy writing* *Akers team will provide 3 levels of proof reading for all summited copy before upload to printer. The team will also provide editorial content as determined by CCVCB*

    a. *$5500.00*

2. *Advertising production* *Akers team will design, proof, size and coordinate all ad copy to business partners of publication.*

    a. *$10,500.00*

3. *Administrative Cost: Cost associated with coordination, travel, proofing.*

    a. *$2500.00*

4. *Advertising sales* *Akers team will invoice and collect all payments for advertising insertions and work with Citrus County team securing advertising placement.*

    a. *$4,000*

5. *Magazine design & layout* *Akers team will provide all the design layouts, custom illustrations, Photoshop and pre-press builds.*

    a. *$12,500*

Attachment: 3-8-22 SGS 22-017 Agenda Docs (19990 : SGS 22-017 Visitor Guide; Akers Media Group, LLC)

Citrus County Visitors and Convention Bureau

1. *All Magazine printing cost* *100lb cover weight, 60lb text weight magazine*
    a. *Cost to be determined*
2. *Mailing cost* *Mailing of up to 10,000 magazines*
    a. *Cost to be determined*
3. *Editorial* *CCVCB will provide all editorial for magazine*
4. *Photography* *CCVCB will provide all photography for magazine*

About Akers:

Akers has been recognized with over 200 awards for Writing, Design, & Photography excellence over the past 13 years. Akers has also been awarding the coveted Florida magazine association Charlie award for the "Best Overall Magazine" in the state 9 years in a row. Akers also offers a full-service advertising agency providing services from campaign development, video production, website development and graphic design.

Akers Media is headquartered at the historic Opera House in Leesburg, Florida.

www.akersmediagroup.com

Thank you much for your consideration.

Attachment: 3-8-22 SGS 22-017 Agenda Docs (19990 : SGS 22-017 Visitor Guide; Akers Media Group, LLC)

P.O. BOX 490088 • Leesburg, FL 34749 • Phone: 352.787.4112 • Fax: 352.323.8161

AGENDA MEMORANDUM

FROM:	Colleen Scott, Management & Budget Director
SUBJECT:	Budget Transfers
AGENDA DATE:	**March 08, 2022**

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.

Fire - Allocate funds to install cabinets and countertops in the fire training center kitchen.

Housing Services (2) - Allocate funds to ensure all funds are expended by grant deadline and to better serve clients needs.

Gas Tax - Allocate funds to develop a plan to address the shoulder erosion along various areas of Ozello Trail.

Parks and Recreation - Allocate funds for the costs asscociated with Premium Parking Service to collect and enforce launching fees.

Visitors & Convention Bureau - Allocate funds to cover additional costs needed for GOSH PR.

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 Fire, Housing Services (2), Gas Tax, Parks and Recreation and Visitors & Convention Bureau for fiscal year 2021-22.

Citrus County Board of County Commissioners
Budget Transfer Form

February 8, 2022	154	Fire Administration
Date	**Fund Number**	**Fund Title**

Dept/Office/Division: Fire Training Center

Department Number	Account Number	From Amount	To Amount	Account Title
3225	55120	3,000		Office/Non Captial Equipment
3225	54604		3,000	Building Maintenance

Detailed Reason for Transfer:

Reallocate unused funds to building maintenance account to install cabinets and countertops in the fire training center kitchen area.

Division Approval: Date:

Department/Office Approval: Date: 2/8/2022

Management & Budget Approval: Date: 2-9-202

Board Approval:

Attachment: BT030822 (20034 : Budget Transfers)

Citrus County Board of County Commissioners
Budget Transfer Form

March 8, 2022	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	58200	70,000		DIST OF FUND TO OTHER ORG
5304V	59930	50,019		STRATEGY - HOUSING REPL
5304V	53400		120,019	OTHER CONTRACTUAL SERV

Detailed Reason for Transfer:

Reallocating funds from Dist of Fund to Other Org and Housing Replacement to Other Contractual Services. Due to the expenditure deadline approaching and our Not for Profit organization not able to meet the deadline we are moving the funds to Other Contractual. Due to the expenditure deadline for our Housing Replacement we are moving that home into a later SHIP 21/22 grant and reallocating the funds in this grant to Other Contractual to ensure all funds are expended by grant deadline.

Division Approval: Michelle Offord Date: 2/2/2022

Department/Office Approval: Maureen Rodriguez Date: 2/2/2022

Management & Budget Approval: cpcott Date: 2-9-2022

Board Approval:

Attachment: BT030822 (20034 : Budget Transfers)

Citrus County Board of County Commissioners
Budget Transfer Form

March 8, 2022	133Y	SHIP
Date	**Fund Number**	**Fund Title**

Dept/Office/Division: COMMUNITY SERVICES/HOUSING SERVICES

Department Number	Account Number	From Amount	To Amount	Account Title
5304Y	53400	50,019		OTHER CONTRACTUAL SERVICES
5304Y	59930		50,019	STRATEGY - HOUSING REPL

Detailed Reason for Transfer:

Reallocate from Other Contractual to Housing Replacement to better serve our Housing Replacement Strategy

Division Approval: Michelle Alford Date: 2/1/22

Department/Office Approval: Mariselle Rodriguez Date: 2/2/22

Management & Budget Approval: c/prott Date: 2-9-2022

Board Approval:

Attachment: BT030822 (20034 : Budget Transfers)

Citrus County Board of County Commissioners
Budget Transfer Form

February 9, 2022	326	Transportation
Date	**Fund Number**	**Fund Title**

Dept/Office/Division: Gas Tax - 5 Year Capital Projects

Department Number	Account Number	From Amount	To Amount	Account Title
4110	61000	8,670		Reserve Cash Forward
4110	53100		8,670	Professional Services

Detailed Reason for Transfer:

This budget transfer will allocate funding to develop a plan to address the shoulder and front slope erosion along various areas of Ozello Trail.

Division Approval: *Prepared by Management & Budget* Date:

Department/Office Approval: *Prepared by Management & Budget* Date:

Management & Budget Approval: cpratt Date: 2·9·22

Board Approval:

Attachment: BT030822 (20034 : Budget Transfers)

Citrus County Board of County Commissioners
Budget Transfer Form

February 10, 2022 — **Date**

105 — **Fund Number**

Boat Launch Fees — **Fund Title**

Dept/Office/Division: Parks & Recreation

Department Number	Account Number	From Amount	To Amount	Account Title
5805	61000	65,000		Reserved Budget Fund Balance
5805	53400		65,000	Other Contractual Services

Detailed Reason for Transfer:

This budget transfer will allocate funds for the costs associated with Premium Parking Service to collect and enforce launching fees at the four designated County boat ramps.

Division Approval: *Prepared by Management & Budget* Date:

Department/Office Approval: *Prepared by Management & Budget* Date:

Management & Budget Approval: cpeott Date: 2-11-202

Board Approval:

Attachment: BT030822 (20034 : Budget Transfers)

Citrus County Board of County Commissioners
Budget Transfer Form

February 4, 2022 — **Date**

160 — **Fund Number**

Tourism — **Fund Title**

Dept/Office/Division: Visitors & Convention Bureau

Department Number	Account Number	From Amount	To Amount	Account Title
2122	54800	6,500		Promotional Activites
2122	53100		6,500	Professional Services

Detailed Reason for Transfer:

Transfer $6,500 from 54800 (promotional activites) to 53100 (professional services) for PO 83014 Line 2 for Gosh PR.

Division Approval: Date:

Department/Office Approval: 2/7/2022 Date: 2-4-22

Management & Budget Approval: Date: 2.10.22

Board Approval:

Attachment: BT030822 (20034 : Budget Transfers)

AGENDA MEMORANDUM

FROM:	Colleen Scott, Management & Budget Director
SUBJECT:	Budget Resolution
AGENDA DATE:	**March 08, 2022**

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 revenues are not included in the original budget.

Amend - Parks and Recreation CIP and the Landfill Vehicle Trust budgets.

Adopt - Old Homosassa Phase V Septic to Sewer 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 amending/ adopting Parks and Recreation CIP, Landfill Vehicle Trust budgets and Old Homosassa Phase V Septic to Sewer grant budget for fiscal year 2021-22.

RESOLUTION NO. 2022-

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 8th day of March 2022, by the Citrus County Board of County Commissioners.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF CITRUS COUNTY, FLORIDA

ANGELA VICK, CLERK

RONALD E. KITCHEN JR., CHAIRMAN

APPROVED FOR THE RELIANCE
OF CITRUS COUNTY ONLY:

DENISE A. DYMOND LYN,
COUNTY ATTORNEY

Attachment: 03-08-22res (20036 : 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: March 8, 2022

SUBJECT: Budget Amendment

The attached budget amendment appropriates funding necessary for the following:

1. Amend the Parks and Recreation CIP budget recording the donation toward the beach mats at the Fort Island Gulf Beach and provide the remaining funds from General Fund contingency.

2. Adopt Old Homosassa Phase V Septic to Sewer grant budget providing funds to construct a municipal sanitary sewer system as approved by the Board of County Commissioners on September 28, 2021.

3. Amend the Landfill Vehicle Trust budget to purchase two (2) wheel loaders instead of leasing. The budget was developed based on leasing the equipment, but the manufacturer estimates the leased availability to be September/October. This delay was result in the forfeiture of the trade-in value of $105,000 per equipment, therefore, it is more cost effective to purchase the equipment.

Attachment: 03-08-22res (20036 : Budget Resolution)

Exhibit A

001 CIP - PARKS & RECREATION

Amendment #		Account Number	Account Description	Amount
1	Revenues	001-366900	OTHER CONTRIB & DONATIONS	$1,000
			Total Revenues	$1,000
1	Expenditures	001-6120-55120	OFFICE/NON-CAP EQUIPMENT	$5,400
		001-6120-56300	IMPROVE OTHER THAN BLDG	$8,300
1		001-9999-60050	RESERVE FOR CONTINGENCIES	($12,700)
			Total Expenditures	$1,000

450Q SW SURFACE WATER REST &WW

Amendment #		Account Number	Account Description	Amount
2	Revenues	450Q-334399	STATE GRANT OTHER PHY ENV	$3,950,000
			Total Revenues	$3,950,000
2	Expenditures	450Q-9000Q-53100	PROFESSIONAL SERVICES	$600,000
		450Q-9000Q-56300	IMPROVE OTHER THAN BLDG	$3,350,000
			Total Expenditures	$3,950,000

403 SOLID WASTE MGMT FLEET

Amendment #		Account Number	Account Description	Amount
3	Revenues	403-364000	DISPOSITION FIXED ASSETS	$210,000
			Total Revenues	$210,000
3	Expenditures	403-5213-56400	MACHINERY & EQUIPMENT	$586,840
3		403-5213-61000	RESERVED BUDGET FUND BAL	($376,840)
			Total Expenditures	$210,000

Attachment: 03-08-22res (20036 : Budget Resolution)

AGENDA MEMORANDUM

FROM:	Charles R. Oliver, County Administrator
SUBJECT:	Citrus County Board & Committee Liaison Appointments
AGENDA DATE:	**March 08, 2022**

BRIEF OVERVIEW:

Currently Commissioner Kinnard is the Alternate on the Canvassing Board and is interested in supporting a candidate running for office. In order to avoid a potential conflict Commissioner Kinnard is requesting another Commissioner take over the appointment

Commissioner Carnahan has offered to assume the Alternate spot currently held by Commissioner Kinnard.

BUDGET IMPACT/FUNDING SOURCE:

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

RECOMMENDED ACTION:

Appoint Commissioner Carnahan as the Alternate Member of the Canvassing Board in lieu of Commissioner Kinnard.

CITRUS COUNTY BOARD OF COUNTY COMMISSIONERS
BOARDS AND COMMITTEES
LIAISON APPOINTMENTS
2021-2022

COMMISSIONER RONALD KITCHEN, JR., Chairman
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
Transportation Disadvantaged Coordinating Council
Small County Coalition

COMMISSIONER HOLLY L. DAVIS, 2nd Vice Chair
Withlacoochee Regional Water Supply Authority
Tourist Development Council, Chair
Citrus County Community 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
5th Circuit Justice Advisory Board

COMMISSIONER SCOTT CARNAHAN
Florida Association of Counties Board of Directors
Gulf Coast Consortium Executive Board and Budget & Finance Committee
Springs Steering Committee
Small County Coalition Board of Directors Executive Board
RESTORE Committee
Constitutional Officer Space Needs Committee Chair
Hernando/Citrus Metropolitan Planning Organization-Alternate Member
Canvassing Board Alternate

Updated/Approved
2/22/2022

Attachment: Updated 2-22-2022 Commissioner Liaison Appointments (20068 : Citrus County Board & Committee Liaison Appointments)

AGENDA MEMORANDUM

FROM:	Colleen Scott, Management & Budget Director
SUBJECT:	Administrative Regulations - Purchasing Policy AR 9.01-19
AGENDA DATE:	**March 08, 2022**

BRIEF OVERVIEW:

Staff continues to revise and update the County's Administrative Regulations (AR). The following AR has been revised to reflect the current operations and policies. This revision removes the "Approval to Purchase Form" as this duplicates the electronic signature process already required.

AR 9.01-19 Purchasing Policy

BUDGET IMPACT/FUNDING SOURCE:

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

RECOMMENDED ACTION:

Approve and adopt the following updated Administrative Regulation: AR 9.01-19 Purchasing Policy

ADMINISTRATIVE REGULATION	AR: 9.01-18	DATE APPROVED

SUBJECT:	ORIGINATING DEPARTMENT:
Purchasing Policy	Management and Budget

A. PURPOSE:

1. The County recognizes the foundation of any well-managed procurement program is one that:

    a. Promotes competition among vendor/contractors/consultants, assuring the County obtains the best value for its expenditures.
    b. Assures a fair and equitable distribution of trade between the County and vendors/contractors/consultants.
    c. Fosters a positive relationship with vendors/contractors/ consultants.
    d. Assures compliance with County's Administrative Regulations and the State of Florida Statutes governing the procurement of commodities and services.

B. POLICY:

1. It is the policy of the Board of County Commissioners to establish a purchasing program that ensures commodities and services required are obtained in a consistent and timely manner, at the most favorable price, consistent with required standards.

2. The County Administrator may delegate his/her approval rights. The County Administrator/Designee shall be responsible for supervising the awarding of all Purchase Orders and Contracts for all commodities and services under this Administrative Regulation.

3. A Director may delegate his/her approval rights.

4. In procuring commodities and services, the County shall comply fully with Chapter 287, Florida Statutes and the following Purchasing Administrative Regulations (latest revision):

    - AR 9.02 Requisition Procedures
    - AR 9.03 Nonconforming Purchase Orders
    - AR 9.04 Petty Cash Purchases
    - AR 9.05 Purchase Orders
    - AR 9.06 Emergency Purchases

Attachment: AR 9.01-19 Purchasing Policy Redlined Final (20049 : Administrative Regulations - Purchasing Policy AR 9.01-19)

- AR 9.07 Contracting For Construction Services
- AR 9.08 Request for Qualifications Procedures/Contracting for Professional Services/Consultant Competitive Negotiation Act
- AR 9.09 Continuing Contracts for Professional Services
- AR 9.10 Invitation to Bid Procedures
- AR 9.11 Continuing Services Contract for Construction Services
- AR 9.12 Direct Purchase of Equipment, Materials, or Supplies for Construction Projects
- AR 9.13 Procurement Policies and Procedures for Local Agency Program Projects Funded by Federal Aid Grants
- AR 9.14 Single Source Procedures
- AR 9.15 Request for Proposal Procedures
- AR 9.16 Receiving Procedures
- AR 9.17 Purchase Card Program
- AR 9.18 Invitation to Negotiate Procedures
- AR 9.19 Request for Information-Source Sought Procedures
- AR 9.20 Sole Source Purchases

5. Grant funded procurements must follow the agreement with the awarding agency, grant manual (There are grant manuals for Federal and Federal Transit Authority grants), and all other County policies and procedures in place.
6. In accordance with Chapter 112.313(2), Florida Statutes, no County employee or elected official shall solicit or accept anything of value from a vendor, contractor or consultant, including a gift, loan, reward, promise of future benefit, favor, or service, based upon any understanding that the vote, official action, or judgment of the employee or elected official would be influenced thereby or that would give the appearance that such influence exists.
7. Purchases of commodities and services may not be split or divided into more than one purchase or more than one project for the purpose of evading the financial authority dollar limit requirements in this Administrative Regulation.

C. GENERAL PROCEDURES:

1. DMB means "Department of Management & Budget"

Attachment: AR 9.01-19 Purchasing Policy Redlined Final (20049 : Administrative Regulations - Purchasing Policy AR 9.01-19)

2. Except as noted elsewhere in this Administrative Regulation, the following authorization levels apply to the procurement of all commodities and services and shall be subject to strict adherence when following the procedures outlined in the County's Administrative Regulations noted above:

    a. Office/Division Directors/Acting Directors shall have authorization to approve all purchases valued less than $5,000. Each Director may assign a designee(s) to approve invoices for purchases at this level to ensure timely payment.
    b. Department Directors/Acting Directors shall have authorization to approve all purchases valued less than $10,000. Each Director may assign a designee(s) to approve invoices for purchases at this level to ensure timely payment.
    c. The County Administrator/Designee must approve all purchases valued between $10,000 and $35,000 and has the authorization to approve all purchases under $35,000.
    d. An employee serving as “Acting” or “Interim” position temporarily will have the same level of authorization as the position being temporarily filled.
    e. Authorization from the Board of County Commissioners must be obtained for all purchases valued in excess of $35,000.
    f. **Exception to the above:** If the purchase is through a State Term Contract, Florida Sheriff's Term Contract, U.S. Communities Agreements, PRIDE, RESPECT or Cooperative Purchasing Agreements, the Board of County Commissioners does not require authorization for purchases valued over $35,000; however, authorization is required by the County Administrator/Designee. Documentation of such shall be noted in the description or attached online to the purchase requisition for reference.

3. Sec.2-108 of Citrus County Code, allows certain expenditures which are authorized for the following purposes:

    a. Awards, food and refreshments relating to the recognition of County employees, including but not limited to, anniversary service awards and awards for retiring employees.
    b. Volunteer firefighter service awards, award ceremonies and functions, and other events relating to the recognition of volunteer firefighters, including but not limited to pins, plaques, clothing, food and other refreshments for such functions, pursuant to F.S. §§ 125.9501 through 125.950.
    c. Frames, plaques, certificates, trophies, pins and other suitable tokens of recognition to acknowledge significant contributions by individuals for their service to county government and the community as members of unpaid advisory boards, councils and committees and for community service groups and individuals.

Attachment: AR 9.01-19 Purchasing Policy Redlined Final (20049 : Administrative Regulations - Purchasing Policy AR 9.01-19)

d. Food and refreshments consumed by members of the public in or on the grounds of county-owned or county-controlled facilities or property during an open house or similar event, including but not limited to meetings of regional or intergovernmental agencies or organizations when held at a county facility, where furnishing of such food and refreshment is a customary role of the host agency.

e. Building/holiday decorations when such decorations are placed in publicly accessible areas of county buildings or areas of other county property visible to the public.

f. Reimbursement of travel, moving and related expenses in connection with recruitment proceedings for executive positions at the department director level or higher, or for professional or technical positions approved by job classification in advance pursuant to the County's administrative regulations and F.S., § 112.061.

g. The expenditures authorized in this section are declared to be a county purpose in the common interest of the employees, volunteers and citizens of the County.

4. All food purchases must have a Food Receipt Form approving the purchase.

5. Accounting Software Approval Levels on Purchase Orders are as follows:

(1) Financial Services Department
(2) County Administrator/Designee
(3) DMB/Purchasing Section
(4) Originating Department Director/Acting Director
(5) Originating Division Director/Acting Director

6. Purchases valued less than $5,000 do not require competitive quotes. Purchases valued between $5,000 and $35,000, require three written or verbal quotes from vendors/contractors/consultants for the commodity or service being procured. The three quotes shall be attached to the online purchase requisition for review by the Financial Services Department after being approved in accordance with the approval authorization levels noted above. If the value of the purchase is between $10,000 and $35,000, the three quotes and the electronic approval of the Division Director, Department Director, and OMB Director, or Director designees, and County Administrator/Designee are required the completed and signed Approval to Purchase Form shall be sent to DMB for their review and approval prior to being approved by the County Administrator/Designee.

If three quotes cannot be obtained, a written explanation for such shall be attached to the online purchase requisition. If the lowest quote is not utilized a written explanation for such shall be attached to the online purchase requisition. If the item(s) is (are) a Budgeted Machinery or Equipment, then the Approval to Purchase Form is not required.

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6.7. Except for purchases of high-speed internet services and telephone services, purchases made through the Florida State Term Contract or through "piggybacking" of another Authority's contract, or as noted otherwise in this Administrative Regulation, if the value of a one-time purchase of a category of commodities or services, that are similar in nature, are greater than $35,000, the purchase must be made through a formal solicitation process. Furthermore, if a category of commodities or services, other than high-speed internet services and telephone services, that are similar in nature, is purchased on a reoccurring basis, during a 12-month period, and the aggregate value of such purchases is greater than $35,000, future procurement of that category of commodities or services must be through a formal solicitation process. Documentation of such shall be noted in the description or attached online to the purchase requisition for reference. Purchases of high-speed internet services and telephone services require three quotes from high speed internet providers and approval by DMB.

7.8. All purchases of commodities and services valued less than $35,000 shall be made with a Purchase Order or Purchasing Card. All purchases of commodities and services valued greater than $25,000 shall be made through a formal written agreement, drafted and/or approved by DMB, as well as with a Purchase Order.

8.9. All purchases of commodities and services greater than $10,000 shall require the vendor/contractor/consultant to indemnify the County and submit to the County a certificate of insurance evidencing that they have in force the policies and limits, as required by the County's Risk Management Office, see Administration's-Administrative Regulations for; "Guidelines for Bid/RFP Minimum Insurance Requirements" in accordance with the commodity or service being provided by the vendor/contractor/consultant.

9.10. If the purchase is for commodities or services that are a non-budgeted capital outlay or a fixed asset valued over $1,000, the Department/Office/ Director shall attach a memorandum to the online purchase requisition explaining why the purchase is necessary and why it was not included in the budget. The County Administrator/Designee must approve all non-budgeted capital outlay or a fixed asset valued up to $35,000 or all non-budgeted capital outlay that is being substituted for a budgeted capital outlay. Purchases of non-budgeted capital outlay or a fixed asset valued over $35,000 must follow the procedures outlined in this Administrative Regulation and be approved by the Board of County Commissioners.

10.11. Piggybacking. To purchase commodities and services using a contract negotiated by another government agency (state or local) by piggybacking their solicitation or contract, the selection of the vendor/contractor/ consultant made by the other agency must have been the result of a competitive solicitation process. In making a request to piggyback another authority's contract, the Department/Office/Division shall submit a request to piggyback along with a copy of the other authority's contract, solicitation document and bid tabulation to DMB for review and approval.

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The financial authorization limits noted in this Regulation above shall be followed. For purchases over $25,000, DMB shall draft a "piggyback" agreement and Indemnification Agreement for execution by the selected vendor/contractor/consultant, obtain compliant insurance documentation, and place the item on the Board of County Commissioners agenda for approval. All other requisitioning and purchasing procedures shall be followed.

11.12. Any exceptions to procedures outlined in this Administrative Regulation, for single source, sole source, and emergency purchases that exceed $10,000 but are less than $35,000 shall be reviewed by DMB and approved by the County Administrator/Designee. Should such purchases be valued at over $35,000, DMB shall request approval from the Board of County Commissioners. Refer to Administrative Regulation AR: 9.06 (latest revision) AR: 9.14 (latest revision) and AR: 9.20 (latest revision) for procedures concerning emergency purchases, single source and sole source purchases, respectively. All other requisitioning and purchasing procedures shall be followed.

12.13. Contractual Agreements for "special circumstance" purchases that are not covered in this Administrative Regulation shall be approved by the Board of County Commissioners and are exempt from the requirements referenced in this Administrative Regulation. The County Administrator/ Designee shall determine what constitutes a "special circumstance" purchase and can approve such purchases when less than $35,000.

13.14. Payments to vendors/contractors/consultants shall be made in compliance with Chapter 218, Part VII, Florida Statutes, Florida Prompt Payment Act:

a. Payments for satisfactorily furnished commodities or completed services other than construction services shall be made within 45 business days a proper invoice is stamped as received, unless stipulated otherwise in the Contract between the County and the vendor.
b. If an agent, such as an architect or engineer, must approve a payment request for construction services prior to approval by County staff, payment to the vendor/contractor/consultant shall be made within 25 business days after the payment request is stamped as received by the County unless stipulated otherwise in the Contract between the County and the vendor/contractor/consultant.
c. If an agent need not approve a payment request for construction services submitted by the vendor/contractor/ consultant, payment is due within 20 business days after the payment request is stamped as received, unless stipulated otherwise in the Contract between the County and the vendor/ contractor/ consultant.
d. The established procedure for marking a payment request as

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received is an official stamp showing the day, month, and year. The payment request must be stamped by the agency where the payment request is first received, either the agent for the County or the Clerk's Office.

e. A payment request or invoice submitted by a vendor/ contractor/ consultant must comply with all statutory requirements and contain the following:

- The name of the vendor
- The date of preparation of the invoice
- The number of the invoice to facilitate identification (when possible)
- The purchase order number issued by the County (if applicable)
- An accurate description of the goods or services
- The correct quantity, unit price, and total cost of goods or services delivered
- The location and date of delivery of the goods or services to the County (if applicable)
- The address to which payments should be mailed (if not already on file)

14.15. The Florida Statutes require written documentation and time frames for disputes in the payment process. If a payment request is being disputed, staff must notify the vendor/contractor/consultant in writing within 10 days of receipt of the payment request that the payment request is improper and indicate the corrective action required. Upon resolution of the improper payment request, payment of the resubmitted payment request shall be made within the time frames noted above. If a portion of the payment request is disputed, that undisputed portion of the payment request must be paid within the time frames noted above.

15.16. DMB shall maintain a file for each purchase of a commodity or service that is obtained because of a formal solicitation, bid waiver, single source, invitation to negotiate, request for information or sole source purchase valued over $35,000 and awarded by the Board of County Commissioners. Staff shall be responsible for evaluating vendor/ contractor/consultant performance and submitting comments to DMB concerning such, which will be included in the solicitation file. Whenever a vendor/contractor/consultant is found to be not in contract compliance, staff shall advise DMB of such in writing. DMB will issue a letter to the vendor/contractor/consultant requesting compliance and shall retain such in the solicitation file. If the vendor/contractor/consultant does not comply with the non-compliance letter or is non-compliant three consecutive times during the contact period, staff shall have just cause to cancel the contract and bar the vendor/contractor/ consultant from participation in future solicitations for up to three years. The vendor/contractor/consultant may be reinstated by providing proof that the circumstances resulting in the cancellation of their contract or their debarment

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from future solicitations have been corrected or no longer exists.

16.17. For contracts valued greater than $35,000, which the Board of County Commissioners approved, requests to cancel such contracts with a vendor/contractor/consultant or debar a vendor/contractor/consultant from the solicitation process must be submitted to DMB in writing with supporting documentation. DMB will review the circumstances behind the request, inclusive of discussions with the vendor/contractor/consultant, and report its findings to the County Administrator/Designee, who will make the final determination as to whether the request is warranted and properly substantiated. If approved by the County Administrator/Designee, DMB will submit the request to the Board of County Commissioners for final approval. Once approved by the Board, DMB shall issue a notice to the vendor/contractor/consultant of such contract cancellation or solicitation debarment. If the contract with the vendor/contractor/consultant is cancelled for non-compliance or other issues determined to be detrimental to the County, that vendor/contractor/ consultant will automatically be barred from participating in future solicitations for a period of three (3) years. A debarred vendor/contractor/consultant may apply for reinstatement by providing proof that the circumstances resulting in their debarment no longer exists.

17.18. Staff may request that a vendor/contractor/consultant not be allowed to participate in the solicitation process, or request the cancellation of a current agreement for the following reasons:

a. Failure to respond to or take satisfactory corrective action concerning contract compliance, performance, or any other issues that are determined to be detrimental to the County, after receiving two written notices from DMB concerning such matters.
b. Formal action by another government agency canceling an agreement with the vendor/contractor/consultant or removing the vendor/contractor/consultant from their vendor list.
c. Formal action by the County canceling an agreement with a vendor/ contractor/ consultant.
d. Pending or current litigation between the County entity and the vendor/ contractor/ consultant.

18.19. Term Contracts. Contracts for commodities or services may be entered into for a period of one to five years. These contracts may be renewed for a period not to exceed three (3) years or the original term of the contract, whichever period is longer.

19.20. Term Contracts are awarded to vendors/contractors/consultants for the purpose of providing the County with a reliable, cost effective source from which to procure commodities and services in a timely manner. Although term contracts are initiated by specific Departments/Divisions/Offices, it is the County's intent that they be utilized by the entire Organization, whenever possible. Before any purchase of a commodity or service is initiated, the

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Department/Division/Office making the purchase shall review the list of term contracts posted on the County's Intranet to ascertain if there is a current vendor/contractor/consultant that can provide the commodity or service. If there is a vendor/contractor/consultant on the list that can provide the required commodity or service, the Department/Division/Office shall procure such from that vendor/contractor/consultant. Should the Department/ Division/Office elect not to procure the commodity or service from that vendor/contractor/consultant, they shall complete an "Authorization to Not Purchase from a Bid-Vendor Form", indicating the reason for not complying with this requirement, and submit such the County Administrator/Designee for approval.

20.21. Local Preference. Chapter 2, Article VII, Citrus County Code stipulates that preference shall be given to "local business" for certain purchases of commodities and services. "Local business" means a vendor/contractor/ consultant who has paid its local business tax to the County at least six (6) months prior to the date of purchasing from that vendor/contractor/ consultant; 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 vendor/contractor/consultant 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, the Board of County Commissioners may give a preference to local businesses in making purchases or awarding contracts in an amount not to exceed Five percent (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 the Board of County Commissioners.

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.

21.22. Exceptions to the Local Preference Policy:

a. The Procurement preferences set forth in this article shall not apply to any of the following purchases or contracts.

1. Goods or services provided under a cooperative purchasing agreement or interlocal

agreement.

2. Contracts for professional services procurement of which is subject to the Consultants Competitive Negotiation Act of subject to any competitive consultant selection policy or procedure adopted or utilized by the Board of County Commissioners.
3. Purchases or contracts, which are funded, in whole or in part, by a governmental entity whose laws, regulations, or policies governing such funding prohibit application of the preference.
4. Purchases made or contracts let under emergency or noncompetitive situations, or for litigation related legal services, etc.

b. Application of local preferences to particular purchase, contract, or category of contracts for which the Board of County Commissioners is the awarding authority may be waived upon written justification and recommendation by the County Administrator/Designee and approval of the Board of County Commissioners.

c. The preferences established in this article does not prohibit the right of the Board of County Commissioners to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms, or corporations submitting bids or proposals.

d. The bid preference established in this article does not prohibit the Board of County Commissioners from giving any other preference permitted by law in addition to the preference authorized in this article.

D. GENERAL PROCEDURES FOR FORMAL SEALED SOLICITATIONS:

1. To initiate the formal sealed solicitation process for purchases with a value greater than $35,000, the Department/Office/Division shall submit a *"Procurement Authorization Form"* to DMB. The requestor, their Division Director, their Department Director, and the DMB Director must execute this form.

2. DMB shall be responsible for advertising all formal sealed solicitations and maintaining documents and files related to such solicitations, including proof of advertisement, addendums, pre-bid/pre-proposal conference

Attachment: AR 9.01-19 Purchasing Policy Redlined Final (20049 : Administrative Regulations - Purchasing Policy AR 9.01-19)

records, vendor/contractor/consultants bids/proposals, vendor/contractor/ consultant evaluation documents, Agreements, memorandums, certificates of insurance, bonds, notices of commencement, and other related documents.

3. The public advertisement shall include a general description of the commodity or, service, and indicate how interested parties may apply for consideration. The public advertisement shall also include a statement that the bids/proposals are competitive sealed bids/proposals, indicate the date and time the bids/proposals are due, and indicate the date and time of the public opening. If a solicitation is inadvertently not advertised, the public opening date and time shall be revised in order to allow sufficient time for public notice.

4. The solicitation for any construction project that is estimated to cost more than $200,000 shall be publicly advertised at least once, twenty-one (21) days prior to the established bid/proposal due date, and at least five (5) days prior to any scheduled pre-bid/proposal conference. The solicitation for any construction project that is estimated to cost more than $500,000 shall be publicly advertised at least once, thirty (30) days prior to the established bid due date, and at least five (5) days prior to any scheduled pre-bid/proposal conference. In cases of emergency, this procedure may be altered, with the approval of the County Administrator/Designee in any manner that is reasonable under the emergency circumstances.

5. If the location, date, or time of the bid/proposal opening date changes, written notice of the change must be given, as soon as practicable after the change is made, to all vendors/contractors/consultants who are registered to have received the bid/proposal, plans and specifications, and any addenda to such.

6. The solicitation, and advertisement of such, for the construction of a public building, for the prosecution and completion of a public work, or for repairs upon a public building or public work projects that are estimated to be in excess of $100,000, shall stipulate that the contractor must submit a certified check, cashiers' check, or bid bond, in the amount of five percent (5%) of the bid price with their bid. In addition, the solicitation, and advertisement of such, shall stipulate that Payment and Performance Bonds for one hundred percent (100%) of the bid amount shall be required upon award.

7. Bid, Payment and Performance bonds shall be in the form prescribed in Section 255.05, Florida Statutes. The surety company underwriting the Bond shall be licensed to do business in the State of Florida and shall be rated by A.M. Best at A- or better. It will further be required that general liability insurance carriers have a minimum Best Rating of A-, unless approved otherwise by County Risk Management.

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8. For an Invitation to Bid, the solicitation shall include a detailed description of the commodity or service; indicate that the bids are competitive sealed bids; indicate the date and time the bids are due; indicate the date and time of the public opening; indicate if the procurement contemplates the renewal of a contract; and state all contractual terms and conditions applicable to the procurement, including the criteria to be used in determining acceptability of the bid. Criteria not set forth in the Invitation to Bid may not be used in determining acceptability of the bid. Evaluation of bids shall include consideration of the total cost as submitted by the vendor/contractor/ consultant. An award of a Bid shall be made to the lowest, most responsive and responsible vendor/contractor/consultant, who meets the requirements and criteria set forth in the Invitation to Bid. See Purchasing-Administrative Regulations for; “Invitation to Bid Procedures” for more information.

9. For a Request for Proposal, the solicitation shall include a detailed description of the commodity or service; indicate that the proposals are competitive sealed proposals; indicate the date and time the proposals are due; indicate the date and time of the public opening; indicate if the procurement contemplates the renewal of a contract; and state all contractual terms and conditions applicable to the procurement, including the criteria, which shall include, but need not be limited to, price, to be used in determining acceptability of the proposal. The relative importance of the evaluation criteria shall be indicated. The relative importance of price shall not be greater than 50% of the overall evaluation criteria weight. The proposals shall be evaluated against all evaluation criteria set forth in the solicitation and the vendors/contractors/consultants ranked highest to lowest. Oral presentations may be conducted with the three highest ranked vendors/contractors/consultants. If oral presentations are conducted, the score for the oral presentation shall be added to the previous scores. An award of a proposal shall be to the most responsible and responsive vendor/contractor/consultant who has the highest total evaluation criteria score. See Administrative Regulation AR: 9.15 (latest revision) Request for Proposal Procedures for more information.

10. For a Request for Qualifications, the solicitation shall include a general description of the commodity or service; the date and time the proposals are due; indicate the date and time of the public opening; indicate if the procurement contemplates the renewal of a contract; and state all contractual terms and conditions applicable to the procurement, including the criteria to be used in determining acceptability of the proposals. Pricing shall not be a criterion. The relative importance of the evaluation criteria shall be indicated. The proposals shall be evaluated against all evaluation criteria set forth in the solicitation and the vendors/contractors/consultants ranked highest to lowest. Oral presentations may be conducted with the three highest ranked

vendors/contractors/consultants. If oral presentations are conducted, all scores for those invited for oral presentations shall be discarded and the score given to the vendors/contractors/consultants for the oral presentation shall determine the selection of the most qualified vendor/contractor/consultant. The highest ranked vendor/contractor/consultant shall be selected to commence negotiations concerning pricing. For the procurement of "professional services" (i.e., architectural, engineering, landscape architecture, and surveying and mapping services), other requirements for the Request for Qualifications apply. See Purchasing-Administrative Regulations for; “Request for Qualifications Procedures/Contracting for Professional Services/Consultant's Competitive Negotiation Act” for more information.

11. For an Invitation to Negotiate, which is a solicitation used by the County to determine the best method for achieving a specific goal or solving a particular problem and identifies one or more responsive vendor/contractor/consultants with which the County may negotiate in order to receive the best value, the head of an Office/Division/Department must determine and specify in writing, the reasons that procurement by an invitation to bid or a request for proposal is not practicable. The Invitation to Negotiate must describe the questions being explored, the facts being sought, and the specific goals or problems that are subject to the solicitation. The criteria that will be used for determining the acceptability of the reply and guiding the selection of the vendor/contractor/ consultant with which the County will negotiate must be specified. The evaluation criteria must include consideration of prior relevant experience of the vendor/contractor/consultant.

    The County shall evaluate replies against all evaluation criteria set forth in the invitation to negotiate in order to establish a competitive range of replies reasonably susceptible of award. The County may select one or more vendor/contractor/consultants within the competitive range with which to commence negotiations. After negotiations are conducted, the County shall award the contract to the responsible and responsive vendor/contractor/ consultant that the County determines will provide the best value, based on the selection criteria. The contract file for a vendor/contractor/consultant selected through an invitation to negotiate must contain a short statement that explains the basis for the selection of the vendor /contractor/consultant and that set forth the vendor/contractor/consultant deliverable and price, pursuant to the contract, along with an explanation of how these deliverables and price provide the vest value to the County, Section 287.057, Florida Statutes.

12. Formal sealed solicitations shall be opened by DMB at a public meeting. Two DMB staff members shall attend and record the opening and prepare tabulations, both reviewing for accuracy.

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a. For an Invitation to Bid, the information conveyed at the public opening shall be the name of the vendors/contractors/ consultants who submitted bids along with their respective pricing.
b. For a Request for Proposal, since evaluation of such involves criteria besides pricing to make an award, pricing shall not be divulged during the public opening. The only information conveyed at the public opening shall be the names of the vendors/contractors/consultants who submitted proposals.
c. For a Request for Qualifications/Request for Information, the only information conveyed at the public opening shall be the names of the vendors/ contractors/ consultants who submitted proposals.

13. Solicitation Protest Procedures. Any bid/proposal award recommendation may be challenged on the grounds of material irregularities in the procurement procedure or in the evaluation of the bid/proposal. Any person who submits a bid/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.

a. 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 DMB within 72 hours of the public opening for Invitations to Bids or within 72 hours of posting of a recommendation of award for Requests for Proposals/ Qualifications. Such Notice is considered filed when it is received by DMB. A copy of the Notice must also be provided to the apparent best bidder/proposer. The Notice shall include the name and address of the protester, County Bid/RFP/RFQ number and title, the grounds upon which it is based, and must clearly indicate it is a Notice of Intent to File a Protest.
b. Formal Protest. Within five (5) business days after the filing of the written Notice of Intent to File a Protest, a formal protest must be filed with DMB. The formal protest is considered filed when it is received by DMB. A copy of the formal protest must also be provided to the apparent best bidder/proposer. The formal protest shall including the following:

1. County BID/RFP/RFQ number and title.
2. Name and address of the protester.
3. 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.

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4. Specifically request the relief to which the protester deems themselves entitled.
5. Any other relevant information that the protester deems to be material to the protest.

c. 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 the Citrus County, Florida, in an amount not less than five percent (5%) of the protester's bid/proposal submitted to the County. If the protester prevails, the bond shall be returned to the protester. However, if after completion of the Solicitation Protest Procedures the County denies the protest, the bond shall be forfeited to the County.

d. Stay of Procurement. Once a formal protest is timely filed, DMB shall stay the award of the contract unless the County Administrator determines that delaying the award of the contract will adversely impact substantial interests of the County.

e. 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 the County Administrator.

f. Appeal of DMB Determination. The protester may appeal the DMB Director's determination, in writing, to the County Administrator no later than five (5) business days after receipt of the DMB Director's determination.

g. Final Determination of County Administrator. Within seven (7) business days of the filing of the appeal, the County Administrator, upon consulting with the County Attorney, shall issue a final determination. The decision of the County Administrator will be final and may not be appealed to the Board of County Commissioners.

14. For an Invitation to Bid, should there result in a tie score between two or more vendors/contractors/consultants, the following actions shall be initiated:

a. Award to the vendor/ contractor/ consultant whose business is physically located in Citrus County, or

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b. Award to the vendor/ contractor/ consultant who offers the shortest delivery time, or
c. Divide the award equally between the tied vendors/ contractors/ consultants, or
d. Draw lots or flip a coin, or
e. Reject all bids or proposals and re-solicit the commodity or service

15. For Request for Proposals or Request for Qualifications, should there result in a tie score between two vendors/ contractors/ consultants, the vendor/ contractor/consultant that scored the highest for the evaluation criteria that had the highest weight of importance (excluding price, if applicable), shall be ranked higher.

16. For any formal solicitation, if less than two bids or proposals are received; Staff may negotiate best terms and conditions with that vendor/contractor/ consultant, or reject the bid or proposal and re-solicit the commodity or service, if applicable.

17. Local Preference. Chapter 2, Article VII, Citrus County Code stipulates that preference shall be given to "local business" for certain purchases of commodities and services. "Local business" means a vendor/contractor/ consultant who has paid its local business tax to the County at least six (6) months prior to bid or proposal opening date; 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 vendor/contractor/consultant operates or performs business on a day-to-day basis. Post office boxes do not establish such physical address. All formal sealed solicitations shall follow and comply with Chapter 2, Article VII, and Citrus County Code concerning Invitations to Bid, Requests for Proposals and Requests for Qualifications. The Ordinance does not apply to Requests for Qualifications where such solicitation is for professional services falling under the Consultant's Competitive Negotiation Act (CCNA). Furthermore, this Ordinance does not apply for any solicitation involving a purchase that is funded by a Federal-Aid Grant or State funding.

18. For commodities or services where a written Agreement exists between the County and the vendor/contractor/consultant, if the volume of the commodity (excluding unit price Agreements), the scope of the service, or the schedule of the service changes, and the change results in an increase or decrease in the contract price for the commodity or service, staff shall submit a request to DMB to amend the Agreement to reflect this change in price. DMB shall draft the Amendment to the Agreement and have it executed by the vendor/contractor/consultant. DMB will then prepare an Agenda Item for the Board of County Commissioners to approve and authorize execution of the

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Amendment to the Agreement. After execution of the Amendment to the Agreement by the parties, DMB shall have the document recorded in the public records of Citrus County and shall issue certified copies of the document to the vendor/contractor/consultant and staff. Within fifteen (15) calendar days after execution of the Amendment to the Agreement, staff shall issue a change order to the existing Purchase Order to increase or decrease the amount of the Purchase Order in accordance with the Amendment to the Agreement.

19. For services where a written Agreement exists between the County and the vendor/contractor/consultant, if the completion time of the project needs to be extended by more than fifteen percent (15%) of the original completion time, and the extension of time does not affect the contract price, staff shall submit a request to DMB to amend the Agreement to reflect this change in time. DMB shall draft the Amendment to the Agreement and have it executed by the vendor/contractor/consultant. DMB will then prepare an Agenda Item for the Board of County Commissioners to approve and authorize execution of the Amendment to the Agreement. After execution of the Amendment to the Agreement by the parties, DMB shall have the document recorded in the public records of Citrus County and shall issue certified copies of the document to the vendor/contractor/consultant and staff.

20. For services where a written Agreement exists between the County and the vendor/contractor/consultant and the Agreement is renewable over a period of two or more years ("Term Contract"), at the end of each renewal period, staff shall submit a request to DMB to renew the Agreement. DMB shall contact the vendor/contractor/consultant and obtain a written confirmation of their desire to renew. If there is a change in pricing, DMB shall obtain approval from staff of such change, or assist staff in negotiating better pricing. If staff cannot reach an agreement with the vendor/contractor/consultant as to pricing, the Agreement will not be renewed and the commodity or service shall be re- solicited. If the Agreement is renewed, DMB shall draft a Renewal Agreement for execution by the vendor/contractor/consultant and shall prepare an Agenda Item for the Board of County Commissioners to approve and authorize execution of the Renewal Agreement. After execution of the Renewal Agreement by the parties, DMB shall have the document recorded in the public records of Citrus County and shall issue a certified copy of such to the vendor/contractor/consultant and staff.

21. No vendor/contractor/consultant, or any other individual, shall be denied access to a mandatory or non-mandatory pre-bid or pre-proposal conference, or any other public conference involving a formal solicitation, regardless of when that vendor/contractor/consultant, or any other individual, arrives at the conference.

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22. If a pre-bid or pre-proposal conference is mandatory, only those vendors/ contractors/consultants who attend are permitted to submit a bid or proposal.

23. If a solicitation is rejected, canceled or protested, staff shall conduct a formal review of the circumstances behind the rejection or cancellation and DMB to ascertain what can be done to circumvent such from occurring with future solicitations.

24. Direct Purchase. The County is exempt from sales and use taxes for purchases of commodities that are made directly from vendors/dealers/ distributors. For construction projects, the County may elect to purchase materials, equipment and supplies directly from the construction contractor's vendors/dealers/distributors. For more information, refer to Administrative Regulation AR: 9.12 (latest revision), Direct Purchase of Materials, Equipment and Supplies for Construction Projects.

25. Continuing Contracts. The County has continuing contracts for various professional services (engineering, architecture, landscape architecture, and mapping/surveying/ and general construction services.) For more information concerning this, refer to Administrative Regulations AR: 9.09 (latest revision); Continuing Contracts for Professional Services, and AR: 9.11 (latest revision); Continuing Services Contract for Construction Services.

FOOTNOTES & REFERENCES TO RELATED AR's: Supersedes AR 9.01 dated October 24, 1989, AR 9.01-1 dated April 6, 1999, AR 9.01-2 dated November 2, 1999, AR 9.01-3 dated August 8, 2000, AR 9.01-4 dated August 14, 2001, AR 9.01-5 dated September 11, 2001; AR 9.01-6 dated January 22, 2002; AR 9.01-7 dated March 11, 2003; AR 9.01-8 dated October 25, 2005, AR 9.01-9 dated , August 12, 2008, AR 9.01-10 dated February 9, 2010, AR 9.01-11 dated March 27, 2012, AR 9.01-12 dated October 9, 2012, AR 9.01-13 dated December 17, 2013, AR 9.01-14 dated September 9, 2014, AR 9.01-15 dated March 10, 2015, AR 9.01-16 dated April 26, 2016, AR 9.01-17 dated April 10, 2018, AR 9.01-18 dated September 22, 2020.

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ADMINISTRATIVE REGULATION	AR: 9.01-19	DATE APPROVED

SUBJECT:	ORIGINATING DEPARTMENT:
Purchasing Policy	Management and Budget

A. PURPOSE:

1. The County recognizes the foundation of any well-managed procurement program is one that:

    a. Promotes competition among vendor/contractors/consultants, assuring the County obtains the best value for its expenditures.
    b. Assures a fair and equitable distribution of trade between the County and vendors/contractors/consultants.
    c. Fosters a positive relationship with vendors/contractors/ consultants.
    d. Assures compliance with County's Administrative Regulations and the State of Florida Statutes governing the procurement of commodities and services.

B. POLICY:

1. It is the policy of the Board of County Commissioners to establish a purchasing program that ensures commodities and services required are obtained in a consistent and timely manner, at the most favorable price, consistent with required standards.

2. The County Administrator may delegate his/her approval rights. The County Administrator/Designee shall be responsible for supervising the awarding of all Purchase Orders and Contracts for all commodities and services under this Administrative Regulation.

3. A Director may delegate his/her approval rights.

4. In procuring commodities and services, the County shall comply fully with Chapter 287, Florida Statutes, and the following Purchasing Administrative Regulations (latest revision):

    - AR 9.02 Requisition Procedures
    - AR 9.03 Nonconforming Purchase Orders
    - AR 9.04 Petty Cash Purchases
    - AR 9.05 Purchase Orders
    - AR 9.06 Emergency Purchases

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- AR 9.07 Contracting for Construction Services
- AR 9.08 Request for Qualifications Procedures/Contracting for Professional Services/Consultant Competitive Negotiation Act
- AR 9.09 Continuing Contracts for Professional Services
- AR 9.10 Invitation to Bid Procedures
- AR 9.11 Continuing Services Contract for Construction Services
- AR 9.12 Direct Purchase of Equipment, Materials, or Supplies for Construction Projects
- AR 9.13 Procurement Policies and Procedures for Local Agency Program Projects Funded by Federal Aid Grants
- AR 9.14 Single Source Procedures
- AR 9.15 Request for Proposal Procedures
- AR 9.16 Receiving Procedures
- AR 9.17 Purchase Card Program
- AR 9.18 Invitation to Negotiate Procedures
- AR 9.19 Request for Information-Source Sought Procedures
- AR 9.20 Sole Source Purchases

5. Grant funded procurements must follow the agreement with the awarding agency, grant manual (There are grant manuals for Federal and Federal Transit Authority grants), and all other County policies and procedures in place.
6. In accordance with Chapter 112.313(2), Florida Statutes, no County employee, or elected official shall solicit or accept anything of value from a vendor, contractor or consultant, including a gift, loan, reward, promise of future benefit, favor, or service, based upon any understanding that the vote, official action, or judgment of the employee or elected official would be influenced thereby or that would give the appearance that such influence exists.
7. Purchases of commodities and services may not be split or divided into more than one purchase or more than one project for the purpose of evading the financial authority dollar limit requirements in this Administrative Regulation.

C. GENERAL PROCEDURES:

1. DMB means "Department of Management & Budget"

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2. Except as noted elsewhere in this Administrative Regulation, the following authorization levels apply to the procurement of all commodities and services and shall be subject to strict adherence when following the procedures outlined in the County's Administrative Regulations noted above:

    a. Office/Division Directors/Acting Directors shall have authorization to approve all purchases valued less than $5,000. Each Director may assign a designee(s) to approve invoices for purchases at this level to ensure timely payment.
    b. Department Directors/Acting Directors shall have authorization to approve all purchases valued less than $10,000. Each Director may assign a designee(s) to approve invoices for purchases at this level to ensure timely payment.
    c. The County Administrator/Designee must approve all purchases valued between $10,000 and $35,000 and has the authorization to approve all purchases under $35,000.
    d. An employee serving as “Acting” or “Interim” position temporarily will have the same level of authorization as the position being temporarily filled.
    e. Authorization from the Board of County Commissioners must be obtained for all purchases valued in excess of $35,000.
    f. **Exception to the above:** If the purchase is through a State Term Contract, Florida Sheriff's Term Contract, U.S. Communities Agreements, PRIDE, RESPECT or Cooperative Purchasing Agreements, the Board of County Commissioners does not require authorization for purchases valued over $35,000; however, authorization is required by the County Administrator/Designee. Documentation of such shall be noted in the description or attached online to the purchase requisition for reference.

3. Sec.2-108 of Citrus County Code, allows certain expenditures which are authorized for the following purposes:

    a. Awards, food, and refreshments relating to the recognition of County employees, including but not limited to, anniversary service awards and awards for retiring employees.
    b. Volunteer firefighter service awards, award ceremonies and functions, and other events relating to the recognition of volunteer firefighters, including but not limited to pins, plaques, clothing, food, and other refreshments for such functions, pursuant to F.S. §§ 125.9501 through 125.950.
    c. Frames, plaques, certificates, trophies, pins, and other suitable tokens of recognition to acknowledge significant contributions by individuals for their service to county government and the community as members of unpaid advisory boards, councils and committees and for community service groups and individuals.

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d. Food and refreshments consumed by members of the public in or on the grounds of county-owned or county-controlled facilities or property during an open house or similar event, including but not limited to meetings of regional or intergovernmental agencies or organizations when held at a county facility, where furnishing of such food and refreshment is a customary role of the host agency.

e. Building/holiday decorations when such decorations are placed in publicly accessible areas of county buildings or areas of other county property visible to the public.

f. Reimbursement of travel, moving and related expenses in connection with recruitment proceedings for executive positions at the department director level or higher, or for professional or technical positions approved by job classification in advance pursuant to the County's administrative regulations and F.S., § 112.061.

g. The expenditures authorized in this section are declared to be a county purpose in the common interest of the employees, volunteers, and citizens of the County.

4. All food purchases must have a Food Receipt Form approving the purchase.

5. Accounting Software Approval Levels on Purchase Orders are as follows:

   (1) Financial Services Department
   (2) County Administrator/Designee
   (3) DMB/Purchasing Section
   (4) Originating Department Director/Acting Director
   (5) Originating Division Director/Acting Director

6. Purchases valued less than $5,000 do not require competitive quotes. Purchases valued between $5,000 and $35,000, require three written or verbal quotes from vendors/contractors/consultants for the commodity or service being procured. The three quotes shall be attached to the online purchase requisition for review by the Financial Services Department after being approved in accordance with the approval authorization levels noted above. If the value of the purchase is between $10,000 and $35,000, the three quotes and the electronic approval of the Division Director, Department Director, and OMB Director, or Director designees, and County Administrator/Designee are required.

   If three quotes cannot be obtained, a written explanation for such shall be attached to the online purchase requisition. If the lowest quote is not utilized a written explanation for such shall be attached to the online purchase requisition. If the item(s) is (are) a Budgeted Machinery or Equipment, then the Approval to Purchase Form is not required.

7. Except for purchases of high-speed internet services and telephone services, purchases made through the Florida State Term Contract or through

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"piggybacking" of another Authority's contract, or as noted otherwise in this Administrative Regulation, if the value of a one-time purchase of a category of commodities or services, that are similar in nature, are greater than $35,000, the purchase must be made through a formal solicitation process. Furthermore, if a category of commodities or services, other than high-speed internet services and telephone services, that are similar in nature, is purchased on a reoccurring basis, during a 12-month period, and the aggregate value of such purchases is greater than $35,000, future procurement of that category of commodities or services must be through a formal solicitation process. Documentation of such shall be noted in the description or attached online to the purchase requisition for reference. Purchases of high-speed internet services and telephone services require three quotes from high-speed internet providers and approval by DMB.

8. All purchases of commodities and services valued less than $35,000 shall be made with a Purchase Order or Purchasing Card. All purchases of commodities and services valued greater than $25,000 shall be made through a formal written agreement, drafted and/or approved by DMB, as well as with a Purchase Order.

9. All purchases of commodities and services greater than $10,000 shall require the vendor/contractor/consultant to indemnify the County and submit to the County a certificate of insurance evidencing that they have in force the policies and limits, as required by the County's Risk Management Office, see Administration's-Administrative Regulations for; "Guidelines for Bid/RFP Minimum Insurance Requirements" in accordance with the commodity or service being provided by the vendor/contractor/consultant.

10. If the purchase is for commodities or services that are a non-budgeted capital outlay or a fixed asset valued over $1,000, the Department/Office/ Director shall attach a memorandum to the online purchase requisition explaining why the purchase is necessary and why it was not included in the budget. The County Administrator/Designee must approve all non-budgeted capital outlay, or a fixed asset valued up to $35,000 or all non-budgeted capital outlay that is being substituted for a budgeted capital outlay. Purchases of non-budgeted capital outlay or a fixed asset valued over $35,000 must follow the procedures outlined in this Administrative Regulation and be approved by the Board of County Commissioners.

11. Piggybacking. To purchase commodities and services using a contract negotiated by another government agency (state or local) by piggybacking their solicitation or contract, the selection of the vendor/contractor/ consultant made by the other agency must have been the result of a competitive solicitation process. In making a request to piggyback another authority's contract, the Department/Office/Division shall submit a request to piggyback along with a copy of the other authority's contract, solicitation document and bid tabulation to DMB for review and approval. The financial authorization limits noted in this Regulation above shall be followed. For purchases over $25,000, DMB shall draft a "piggyback" agreement and

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Indemnification Agreement for execution by the selected vendor/ contractor/consultant, obtain compliant insurance documentation, and place the item on the Board of County Commissioners agenda for approval. All other requisitioning and purchasing procedures shall be followed.

12. Any exceptions to procedures outlined in this Administrative Regulation, for single source, sole source, and emergency purchases that exceed $10,000 but are less than $35,000 shall be reviewed by DMB and approved by the County Administrator/Designee. Should such purchases be valued at over $35,000, DMB shall request approval from the Board of County Commissioners. Refer to Administrative Regulation AR: 9.06 (latest revision) AR: 9.14 (latest revision) and AR: 9.20 (latest revision) for procedures concerning emergency purchases, single source and sole source purchases, respectively. All other requisitioning and purchasing procedures shall be followed.

13. Contractual Agreements for "special circumstance" purchases that are not covered in this Administrative Regulation shall be approved by the Board of County Commissioners and are exempt from the requirements referenced in this Administrative Regulation. The County Administrator/ Designee shall determine what constitutes a "special circumstance" purchase and can approve such purchases when less than $35,000.

14. Payments to vendors/contractors/consultants shall be made in compliance with Chapter 218, Part VII, Florida Statutes, Florida Prompt Payment Act:

    a. Payments for satisfactorily furnished commodities or completed services other than construction services shall be made within 45 business days a proper invoice is stamped as received, unless stipulated otherwise in the Contract between the County and the vendor.
    b. If an agent, such as an architect or engineer, must approve a payment request for construction services prior to approval by County staff, payment to the vendor/contractor/consultant shall be made within 25 business days after the payment request is stamped as received by the County unless stipulated otherwise in the Contract between the County and the vendor/contractor/consultant.
    c. If an agent need not approve a payment request for construction services submitted by the vendor/contractor/ consultant, payment is due within 20 business days after the payment request is stamped as received, unless stipulated otherwise in the Contract between the County and the vendor/ contractor/ consultant.
    d. The established procedure for marking a payment request as received is an official stamp showing the day, month, and year. The payment request must be stamped by the agency where the payment request is first received, either the agent for the County or the Clerk's Office.

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e. A payment request or invoice submitted by a vendor/ contractor/ consultant must comply with all statutory requirements and contain the following:

- The name of the vendor
- The date of preparation of the invoice
- The number of the invoice to facilitate identification (when possible)
- The purchase order number issued by the County (if applicable)
- An accurate description of the goods or services
- The correct quantity, unit price, and total cost of goods or services delivered
- The location and date of delivery of the goods or services to the County (if applicable)
- The address to which payments should be mailed (if not already on file)

15. The Florida Statutes require written documentation and time frames for disputes in the payment process. If a payment request is being disputed, staff must notify the vendor/contractor/consultant in writing within 10 days of receipt of the payment request that the payment request is improper and indicate the corrective action required. Upon resolution of the improper payment request, payment of the resubmitted payment request shall be made within the time frames noted above. If a portion of the payment request is disputed, that undisputed portion of the payment request must be paid within the time frames noted above.

16. DMB shall maintain a file for each purchase of a commodity or service that is obtained because of a formal solicitation, bid waiver, single source, invitation to negotiate, request for information or sole source purchase valued over $35,000 and awarded by the Board of County Commissioners. Staff shall be responsible for evaluating vendor/ contractor/consultant performance and submitting comments to DMB concerning such, which will be included in the solicitation file. Whenever a vendor/contractor/consultant is found to be not in contract compliance, staff shall advise DMB of such in writing. DMB will issue a letter to the vendor/contractor/consultant requesting compliance and shall retain such in the solicitation file. If the vendor/contractor/consultant does not comply with the non-compliance letter or is non-compliant three consecutive times during the contact period, staff shall have just cause to cancel the contract and bar the vendor/contractor/ consultant from participation in future solicitations for up to three years. The vendor/contractor/consultant may be reinstated by providing proof that the circumstances resulting in the cancellation of their contract or their debarment from future solicitations have been corrected or no longer exists.

17. For contracts valued greater than $35,000, which the Board of County Commissioners approved, requests to cancel such contracts with a

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vendor/contractor/consultant or debar a vendor/contractor/consultant from the solicitation process must be submitted to DMB in writing with supporting documentation. DMB will review the circumstances behind the request, inclusive of discussions with the vendor/contractor/consultant and report its findings to the County Administrator/Designee, who will make the final determination as to whether the request is warranted and properly substantiated. If approved by the County Administrator/Designee, DMB will submit the request to the Board of County Commissioners for final approval. Once approved by the Board, DMB shall issue a notice to the vendor/contractor/consultant of such contract cancellation or solicitation debarment. If the contract with the vendor/contractor/consultant is cancelled for non-compliance or other issues determined to be detrimental to the County, that vendor/contractor/ consultant will automatically be barred from participating in future solicitations for a period of three (3) years. A debarred vendor/contractor/consultant may apply for reinstatement by providing proof that the circumstances resulting in their debarment no longer exists.

18. Staff may request that a vendor/contractor/consultant not be allowed to participate in the solicitation process, or request the cancellation of a current agreement for the following reasons:

    a. Failure to respond to or take satisfactory corrective action concerning contract compliance, performance, or any other issues that are determined to be detrimental to the County, after receiving two written notices from DMB concerning such matters.
    b. Formal action by another government agency canceling an agreement with the vendor/contractor/consultant or removing the vendor/contractor/consultant from their vendor list.
    c. Formal action by the County canceling an agreement with a vendor/ contractor/ consultant.
    d. Pending or current litigation between the County entity and the vendor/ contractor/ consultant.

19. Term Contracts. Contracts for commodities or services may be entered into for a period of one to five years. These contracts may be renewed for a period not to exceed three (3) years or the original term of the contract, whichever period is longer.

20. Term Contracts are awarded to vendors/contractors/consultants for the purpose of providing the County with a reliable, cost-effective source from which to procure commodities and services in a timely manner. Although term contracts are initiated by specific Departments/Divisions/Offices, it is the County's intent that they be utilized by the entire Organization, whenever possible. Before any purchase of a commodity or service is initiated, the Department/Division/Office making the purchase shall review the list of term contracts posted on the County's Intranet to ascertain if there is a current vendor/contractor/consultant that can provide the commodity or service. If there is a vendor/contractor/consultant on the list that can provide the

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required commodity or service, the Department/Division/Office shall procure such from that vendor/contractor/consultant. Should the Department/ Division/Office elect not to procure the commodity or service from that vendor/contractor/consultant, they shall complete an "Authorization to Not Purchase from a Bid-Vendor Form", indicating the reason for not complying with this requirement, and submit such the County Administrator/Designee for approval.

21. Local Preference. Chapter 2, Article VII, Citrus County Code stipulates that preference shall be given to "local business" for certain purchases of commodities and services. "Local business" means a vendor/contractor/ consultant who has paid its local business tax to the County at least six (6) months prior to the date of purchasing from that vendor/contractor/ consultant; 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 vendor/contractor/consultant 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, the Board of County Commissioners may give a preference to local businesses in making purchases or awarding contracts in an amount not to exceed Five percent (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 the Board of County Commissioners.
    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.

22. Exceptions to the Local Preference Policy:

    a. The Procurement preferences set forth in this article shall not apply to any of the following purchases or contracts.

        1. Goods or services provided under a cooperative purchasing agreement or interlocal agreement.
        2. Contracts for professional services procurement of which is subject to the Consultants Competitive Negotiation Act of

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subject to any competitive consultant selection policy or procedure adopted or utilized by the Board of County Commissioners.

3. Purchases or contracts, which are funded, in whole or in part, by a governmental entity whose laws, regulations, or policies governing such funding prohibit application of the preference.
4. Purchases made or contracts let under emergency or noncompetitive situations, or for litigation related legal services, etc.

b. Application of local preferences to particular purchase, contract, or category of contracts for which the Board of County Commissioners is the awarding authority may be waived upon written justification and recommendation by the County Administrator/Designee and approval of the Board of County Commissioners.

c. The preferences established in this article does not prohibit the right of the Board of County Commissioners to compare quality or fitness for use of supplies, materials, equipment, and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms, or corporations submitting bids or proposals.

d. The bid preference established in this article does not prohibit the Board of County Commissioners from giving any other preference permitted by law in addition to the preference authorized in this article.

D. GENERAL PROCEDURES FOR FORMAL SEALED SOLICITATIONS:

1. To initiate the formal sealed solicitation process for purchases with a value greater than $35,000, the Department/Office/Division shall submit a *"Procurement Authorization Form"* to DMB. The requestor, their Division Director, their Department Director, and the DMB Director must execute this form.

2. DMB shall be responsible for advertising all formal sealed solicitations and maintaining documents and files related to such solicitations, including proof of advertisement, addendums, pre-bid/pre-proposal conference records, vendor/contractor/consultant's bids/proposals, vendor/contractor/ consultant evaluation documents, Agreements, memorandums, certificates of insurance, bonds, notices of commencement, and other related documents.

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3. The public advertisement shall include a general description of the commodity or, service, and indicate how interested parties may apply for consideration. The public advertisement shall also include a statement that the bids/proposals are competitive sealed bids/proposals, indicate the date and time the bids/proposals are due, and indicate the date and time of the public opening. If a solicitation is inadvertently not advertised, the public opening date and time shall be revised in order to allow sufficient time for public notice.

4. The solicitation for any construction project that is estimated to cost more than $200,000 shall be publicly advertised at least once, twenty-one (21) days prior to the established bid/proposal due date, and at least five (5) days prior to any scheduled pre-bid/proposal conference. The solicitation for any construction project that is estimated to cost more than $500,000 shall be publicly advertised at least once, thirty (30) days prior to the established bid due date, and at least five (5) days prior to any scheduled pre-bid/proposal conference. In cases of emergency, this procedure may be altered, with the approval of the County Administrator/Designee in any manner that is reasonable under the emergency circumstances.

5. If the location, date, or time of the bid/proposal opening date changes, written notice of the change must be given, as soon as practicable after the change is made, to all vendors/contractors/consultants who are registered to have received the bid/proposal, plans and specifications, and any addenda to such.

6. The solicitation, and advertisement of such, for the construction of a public building, for the prosecution and completion of a public work, or for repairs upon a public building or public work projects that are estimated to be in excess of $100,000, shall stipulate that the contractor must submit a certified check, cashiers' check, or bid bond, in the amount of five percent (5%) of the bid price with their bid. In addition, the solicitation, and advertisement of such, shall stipulate that Payment and Performance Bonds for one hundred percent (100%) of the bid amount shall be required upon award.

7. Bid, Payment and Performance bonds shall be in the form prescribed in Section 255.05, Florida Statutes. The surety company underwriting the Bond shall be licensed to do business in the State of Florida and shall be rated by A.M. Best at A- or better. It will further be required that general liability insurance carriers have a minimum Best Rating of A-, unless approved otherwise by County Risk Management.

8. For an Invitation to Bid, the solicitation shall include a detailed description of the commodity or service; indicate that the bids are competitive sealed bids; indicate the date and time the bids are due; indicate the date and time of the public

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opening; indicate if the procurement contemplates the renewal of a contract; and state all contractual terms and conditions applicable to the procurement, including the criteria to be used in determining acceptability of the bid. Criteria not set forth in the Invitation to Bid may not be used in determining acceptability of the bid. Evaluation of bids shall include consideration of the total cost as submitted by the vendor/contractor/ consultant. An award of a Bid shall be made to the lowest, most responsive, and responsible vendor/contractor/consultant, who meets the requirements and criteria set forth in the Invitation to Bid. See Purchasing-Administrative Regulations for; "Invitation to Bid Procedures" for more information.

9. For a Request for Proposal, the solicitation shall include a detailed description of the commodity or service; indicate that the proposals are competitive sealed proposals; indicate the date and time the proposals are due; indicate the date and time of the public opening; indicate if the procurement contemplates the renewal of a contract; and state all contractual terms and conditions applicable to the procurement, including the criteria, which shall include, but need not be limited to, price, to be used in determining acceptability of the proposal. The relative importance of the evaluation criteria shall be indicated. The relative importance of price shall not be greater than 50% of the overall evaluation criteria weight. The proposals shall be evaluated against all evaluation criteria set forth in the solicitation and the vendors/contractors/consultants ranked highest to lowest. Oral presentations may be conducted with the three highest ranked vendors/contractors/consultants. If oral presentations are conducted, the score for the oral presentation shall be added to the previous scores. An award of a proposal shall be to the most responsible and responsive vendor/contractor/consultant who has the highest total evaluation criteria score. See Administrative Regulation AR: 9.15 (latest revision) Request for Proposal Procedures for more information.

10. For a Request for Qualifications, the solicitation shall include a general description of the commodity or service; the date and time the proposals are due; indicate the date and time of the public opening; indicate if the procurement contemplates the renewal of a contract; and state all contractual terms and conditions applicable to the procurement, including the criteria to be used in determining acceptability of the proposals. Pricing shall not be a criterion. The relative importance of the evaluation criteria shall be indicated. The proposals shall be evaluated against all evaluation criteria set forth in the solicitation and the vendors/contractors/consultants ranked highest to lowest. Oral presentations may be conducted with the three highest ranked vendors/contractors/consultants. If oral presentations are conducted, all scores for those invited for oral presentations shall be discarded and the score given to the vendors/contractors/consultants for the oral presentation shall determine the selection of the most qualified vendor/contractor/consultant. The highest ranked

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vendor/contractor/consultant shall be selected to commence negotiations concerning pricing. For the procurement of "professional services" (i.e., architectural, engineering, landscape architecture, and surveying and mapping services), other requirements for the Request for Qualifications apply. See Purchasing-Administrative Regulations for; “Request for Qualifications Procedures/Contracting for Professional Services/Consultant's Competitive Negotiation Act” for more information.

11. For an Invitation to Negotiate, which is a solicitation used by the County to determine the best method for achieving a specific goal or solving a particular problem and identifies one or more responsive vendor/contractor/consultants with which the County may negotiate in order to receive the best value, the head of an Office/Division/Department must determine and specify in writing, the reasons that procurement by an invitation to bid or a request for proposal is not practicable. The Invitation to Negotiate must describe the questions being explored, the facts being sought, and the specific goals or problems that are subject to the solicitation. The criteria that will be used for determining the acceptability of the reply and guiding the selection of the vendor/contractor/ consultant with which the County will negotiate must be specified. The evaluation criteria must include consideration of prior relevant experience of the vendor/contractor/consultant.

    The County shall evaluate replies against all evaluation criteria set forth in the invitation to negotiate in order to establish a competitive range of replies reasonably susceptible of award. The County may select one or more vendor/contractor/consultants within the competitive range with which to commence negotiations. After negotiations are conducted, the County shall award the contract to the responsible and responsive vendor/contractor/ consultant that the County determines will provide the best value, based on the selection criteria. The contract file for a vendor/contractor/consultant selected through an invitation to negotiate must contain a short statement that explains the basis for the selection of the vendor /contractor/consultant and that set forth the vendor/contractor/consultant deliverable and price, pursuant to the contract, along with an explanation of how these deliverables and price provide the vest value to the County, Section 287.057, Florida Statutes.

12. Formal sealed solicitations shall be opened by DMB at a public meeting. Two DMB staff members shall attend and record the opening and prepare tabulations, both reviewing for accuracy.
    a. For an Invitation to Bid, the information conveyed at the public opening shall be the name of the vendors/contractors/ consultants who submitted bids along with their respective pricing.
    b. For a Request for Proposal, since evaluation of such involves criteria besides pricing to make an award, pricing shall not be

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divulged during the public opening. The only information conveyed at the public opening shall be the names of the vendors/contractors/consultants who submitted proposals.

c. For a Request for Qualifications/Request for Information, the only information conveyed at the public opening shall be the names of the vendors/ contractors/ consultants who submitted proposals.

13. Solicitation Protest Procedures. Any bid/proposal award recommendation may be challenged on the grounds of material irregularities in the procurement procedure or in the evaluation of the bid/proposal. Any person who submits a bid/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.

a. 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 DMB within 72 hours of the public opening for Invitations to Bids or within 72 hours of posting of a recommendation of award for Requests for Proposals/ Qualifications. Such Notice is considered filed when it is received by DMB. A copy of the Notice must also be provided to the apparent best bidder/proposer. The Notice shall include the name and address of the protester, County Bid/RFP/RFQ number and title, the grounds upon which it is based, and must clearly indicate it is a Notice of Intent to File a Protest.

b. Formal Protest. Within five (5) business days after the filing of the written Notice of Intent to File a Protest, a formal protest must be filed with DMB. The formal protest is considered filed when it is received by DMB. A copy of the formal protest must also be provided to the apparent best bidder/proposer. The formal protest shall include the following:

1. County BID/RFP/RFQ number and title.
2. Name and address of the protester.
3. 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.
4. Specifically request the relief to which the protester deems themselves entitled.
5. Any other relevant information that the protester deems to be material to the protest.

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c. 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 the Citrus County, Florida, in an amount not less than five percent (5%) of the protester's bid/proposal submitted to the County. If the protester prevails, the bond shall be returned to the protester. However, if after completion of the Solicitation Protest Procedures the County denies the protest, the bond shall be forfeited to the County.

d. Stay of Procurement. Once a formal protest is timely filed, DMB shall stay the award of the contract unless the County Administrator determines that delaying the award of the contract will adversely impact substantial interests of the County.

e. 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 the County Administrator.

f. Appeal of DMB Determination. The protester may appeal the DMB Director's determination, in writing, to the County Administrator no later than five (5) business days after receipt of the DMB Director's determination.

g. Final Determination of County Administrator. Within seven (7) business days of the filing of the appeal, the County Administrator, upon consulting with the County Attorney, shall issue a final determination. The decision of the County Administrator will be final and may not be appealed to the Board of County Commissioners.

14. For an Invitation to Bid, should there result in a tie score between two or more vendors/contractors/consultants, the following actions shall be initiated:

a. Award to the vendor/ contractor/ consultant whose business is physically located in Citrus County, or
b. Award to the vendor/ contractor/ consultant who offers the shortest delivery time, or
c. Divide the award equally between the tied vendors/ contractors/ consultants, or
d. Draw lots or flip a coin, or
e. Reject all bids or proposals and re-solicit the commodity or service

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15. For Request for Proposals or Request for Qualifications, should there result in a tie score between two vendors/ contractors/ consultants, the vendor/ contractor/consultant that scored the highest for the evaluation criteria that had the highest weight of importance (excluding price, if applicable), shall be ranked higher.

16. For any formal solicitation, if less than two bids or proposals are received; Staff may negotiate best terms and conditions with that vendor/contractor/ consultant or reject the bid or proposal and re-solicit the commodity or service, if applicable.

17. Local Preference. Chapter 2, Article VII, Citrus County Code stipulates that preference shall be given to "local business" for certain purchases of commodities and services. "Local business" means a vendor/contractor/ consultant who has paid its local business tax to the County at least six (6) months prior to bid or proposal opening date; 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 vendor/contractor/consultant operates or performs business on a day-to-day basis. Post office boxes do not establish such physical address. All formal sealed solicitations shall follow and comply with Chapter 2, Article VII, and Citrus County Code concerning Invitations to Bid, Requests for Proposals and Requests for Qualifications. The Ordinance does not apply to Requests for Qualifications where such solicitation is for professional services falling under the Consultant's Competitive Negotiation Act (CCNA). Furthermore, this Ordinance does not apply for any solicitation involving a purchase that is funded by a Federal-Aid Grant or State funding.

18. For commodities or services where a written Agreement exists between the County and the vendor/contractor/consultant, if the volume of the commodity (excluding unit price Agreements), the scope of the service, or the schedule of the service changes, and the change results in an increase or decrease in the contract price for the commodity or service, staff shall submit a request to DMB to amend the Agreement to reflect this change in price. DMB shall draft the Amendment to the Agreement and have it executed by the vendor/contractor/consultant. DMB will then prepare an Agenda Item for the Board of County Commissioners to approve and authorize execution of the Amendment to the Agreement. After execution of the Amendment to the Agreement by the parties, DMB shall have the document recorded in the public records of Citrus County and shall issue certified copies of the document to the vendor/contractor/consultant and staff. Within fifteen (15) calendar days after execution of the Amendment to the Agreement, staff shall issue a change order

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to the existing Purchase Order to increase or decrease the amount of the Purchase Order in accordance with the Amendment to the Agreement.

19. For services where a written Agreement exists between the County and the vendor/contractor/consultant, if the completion time of the project needs to be extended by more than fifteen percent (15%) of the original completion time, and the extension of time does not affect the contract price, staff shall submit a request to DMB to amend the Agreement to reflect this change in time. DMB shall draft the Amendment to the Agreement and have it executed by the vendor/contractor/consultant. DMB will then prepare an Agenda Item for the Board of County Commissioners to approve and authorize execution of the Amendment to the Agreement. After execution of the Amendment to the Agreement by the parties, DMB shall have the document recorded in the public records of Citrus County and shall issue certified copies of the document to the vendor/contractor/consultant and staff.

20. For services where a written Agreement exists between the County and the vendor/contractor/consultant and the Agreement is renewable over a period of two or more years ("Term Contract"), at the end of each renewal period, staff shall submit a request to DMB to renew the Agreement. DMB shall contact the vendor/contractor/consultant and obtain a written confirmation of their desire to renew. If there is a change in pricing, DMB shall obtain approval from staff of such change, or assist staff in negotiating better pricing. If staff cannot reach an agreement with the vendor/contractor/consultant as to pricing, the Agreement will not be renewed, and the commodity or service shall be re- solicited. If the Agreement is renewed, DMB shall draft a Renewal Agreement for execution by the vendor/contractor/consultant and shall prepare an Agenda Item for the Board of County Commissioners to approve and authorize execution of the Renewal Agreement. After execution of the Renewal Agreement by the parties, DMB shall have the document recorded in the public records of Citrus County and shall issue a certified copy of such to the vendor/contractor/consultant and staff.

21. No vendor/contractor/consultant, or any other individual, shall be denied access to a mandatory or non-mandatory pre-bid or pre-proposal conference, or any other public conference involving a formal solicitation, regardless of when that vendor/contractor/consultant, or any other individual, arrives at the conference.

22. If a pre-bid or pre-proposal conference is mandatory, only those vendors/ contractors/consultants who attend are permitted to submit a bid or proposal.

23. If a solicitation is rejected, canceled, or protested, staff shall conduct a formal review of the circumstances behind the rejection or cancellation and DMB to ascertain what can be done to circumvent such from occurring with future solicitations.

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24. Direct Purchase. The County is exempt from sales and use taxes for purchases of commodities that are made directly from vendors/dealers/ distributors. For construction projects, the County may elect to purchase materials, equipment and supplies directly from the construction contractor's vendors/dealers/ distributors. For more information, refer to Administrative Regulation AR: 9.12 (latest revision), Direct Purchase of Materials, Equipment and Supplies for Construction Projects.

25. Continuing Contracts. The County has continuing contracts for various professional services (engineering, architecture, landscape architecture, and mapping/surveying/ and general construction services.) For more information concerning this, refer to Administrative Regulations AR: 9.09 (latest revision); Continuing Contracts for Professional Services, and AR: 9.11 (latest revision); Continuing Services Contract for Construction Services.

FOOTNOTES & REFERENCES TO RELATED AR's: Supersedes AR 9.01 dated October 24, 1989, AR 9.01-1 dated April 6, 1999, AR 9.01-2 dated November 2, 1999, AR 9.01-3 dated August 8, 2000, AR 9.01-4 dated August 14, 2001, AR 9.01-5 dated September 11, 2001, AR 9.01-6 dated January 22, 2002; AR 9.01-7 dated March 11, 2003; AR 9.01-8 dated October 25, 2005, AR 9.01-9 dated, August 12, 2008, AR 9.01-10 dated February 9, 2010, AR 9.01-11 dated March 27, 2012, AR 9.01-12 dated October 9, 2012, AR 9.01-13 dated December 17, 2013, AR 9.01-14 dated September 9, 2014, AR 9.01-15 dated March 10, 2015, AR 9.01-16 dated April 26, 2016, AR 9.01-17 dated April 10, 2018, AR 9.01-18 dated September 22, 2020.

Attachment: AR 9.01-19 Purchasing Policy-CLEAN (20049 : Administrative Regulations - Purchasing Policy AR 9.01-19)

AGENDA MEMORANDUM

FROM:	Randall Olney, Public Works Director
SUBJECT:	2019 South Garcia Point Sewer Project Assessment Area as it pertains to Altkey 3521041.
AGENDA DATE:	**March 08, 2022**

BRIEF OVERVIEW:

On July 23, 2019, the Board of County Commissioners adopted Resolution No. 2019-064, approving the assessment roll for the 2019 South Garcia Point Sewer Project Assessment Area. It was later determined that AK 3521041, 5558 S. Garcia Rd., Homosassa, had been incorrectly assessed and confirmed that the property owner should have been offered the option to enter into a Permanent Reassignment of Development Rights Agreement. On August 13, 2019, the Board approved DVR 2019-003, recorded in Official Record Book 2997, Page 2372, which reduced the original assessment amount from $11,600.00 to $5,800.00. Annual payments have been made further reducing the principal balance from $5,800.00 to $4,399.11. It is now necessary to correct the assessment roll for this property, recorded in ORB 2994, PG 731.

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. Authorize and approve the Chairman to execute a resolution reducing the assessment amount for AK 3521041, 5558 S. Garcia Rd., Homosassa, within the 2019 South Garcia Point Sewer Project Assessment Area.

b. Approve and authorize Chairman to execute the attached Release of Lien reducing the assessment amount for AK 3521041, 5558 S. Garcia Rd., Homosassa, within the 2019 South Garcia Point Sewer Project Assessment Area.

c. Authorize the Clerk of the Board to record the documents in the Public Records of Citrus County, Florida.

RESOLUTION NO. 2022 - _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF CITRUS COUNTY, FLORIDA, RELATING TO THE 2019 SOUTH GARCIA POINT SEWER PROJECT ASSESSMENT AREA AS IT PERTAINS TO ALTKEY 3521041; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Citrus County, Florida (the "Board"), has enacted Chapter 86 of the Citrus County Code (the "Code"), which authorizes the imposition of special assessments to fund essential public services, facilities, and programs to be provided within the County; and

WHEREAS, the Board of County Commissioners, on July 23, 2019, adopted Resolution No. 2019-064, approving the assessment roll for the 2019 South Garcia Point Sewer Project Assessment Area; and

WHEREAS, on July 22, 2019, Water Resources determined that AK 3521041, 5558 S. Garcia Rd., Homosassa, had been incorrectly assessed and confirmed that the property owner should have been offered the option to enter into a Permanent Reassignment of Development Rights Agreement; and

WHEREAS, on August 13, 2019, the Board approved DVR 2019-003, recorded in Official Record Book 2997, Page 2372, reducing the original assessment amount for AK 3521041, 5558 S. Garcia Rd., Homosassa, from $11,600.00 to $5,800.00; and

WHEREAS, the Board of County Commissioners acknowledges that annual payments have been made further reducing the principal balance for AK 3521041, 5558 S. Garcia Rd., Homosassa, from $5,800.00 to $4,399.11, and

WHEREAS, the Board of County Commissioners accordingly directs the County Administrator to process any necessary changes or modifications to the Assessment Roll.

Attachment: 1c Supporting Docs Garcia-Messina (19997 : 2019 South Garcia Point Sewer Project Assessment Area as it pertains to Altkey

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Citrus County this 8th day of March 2022, as follows:

SECTION 1. RECITALS The above findings are true and correct and are hereby incorporated herein by reference.

SECTION 2. AMENDMENT OF RESOLUTION 2019-064. Section 1 of Resolution No. 2019-064 and the assessment roll in Appendix E are hereby amended and the Board does hereby confirm and approve the corrective assessment roll as shown in Appendix "A" attached hereto and made a part hereof.

SECTION 3. CORRECTION OF ERRORS AND OMISSIONS.

(A) In accordance with Section 86-33 of the Code, the County Administrator is hereby directed to process any changes or modifications to the Assessment Roll, required to comply with the change made herein.

(B) The Board does hereby acknowledge that AK 3521041, 5558 S. Garcia Rd., Homosassa, had been erroneously assessed therefore DVR 2019-003 was approved and that annual payments have been made further reducing the principal balance. The principal balance for AK 3521041, 5558 S. Garcia Rd., Homosassa, is $4,399.11.

(C) The Clerk of the Board is hereby directed to record said corrective assessment roll attached hereto as Appendix "A" in the public records of Citrus County, Florida. The assessments shall constitute a lien against the assessed property equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments and superior in dignity to all other liens, titles, and claims until paid. The lien shall be deemed perfected upon adoption by the Board of County Commissioners.

(D) The Clerk of the Board is hereby directed to deliver certified copies of this Resolution to the Citrus County Property Appraiser and the Citrus County Tax Collector.

Attachment: 1c Supporting Docs Garcia-Messina (19997 : 2019 South Garcia Point Sewer Project Assessment Area as it pertains to Altkey

SECTION 4. FULL FORCE AND EFFECT. All other provisions of Resolution No. 2019-064 shall remain in full force and effect.

SECTION 5. EFFECTIVE DATE. This resolution shall take effect immediately upon its passage and adoption.

DONE AND ADOPTED in Regular Session his 8th day of March 2022.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF CITRUS COUNTY, FLORIDA

_____
ANGELA VICK, CLERK

BY: _____
RONALD E. KITCHEN, JR., CHAIRMAN

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

_____
DENISE A. DYMOND LYN,
COUNTY ATTORNEY

Attachment: 1c Supporting Docs Garcia-Messina (19997 : 2019 South Garcia Point Sewer Project Assessment Area as it pertains to Altkey

Resolution 2022-_____

APPENDIX "A"
2019 SOUTH GARCIA POINT SEWER PROJECT ASSESSMENT AREA
CORRECTIVE ASSESSMENT ROLL TO THE ASSESSMENT ROLL
RECORDED IN OR BK 2993 PG 731

ALTKEY	OWNERS NAME	PARCEL ID	ASSESSMENT
3521041	MESSINA SALVATORE L & SUNDAY	17E19S310010 00380 0154	$4,399.11

Attachment: 1c Supporting Docs Garcia-Messina (19997 : 2019 South Garcia Point Sewer Project Assessment Area as it pertains to Altkey

PARTIAL RELEASE OF LIEN

STATE OF FLORIDA
COUNTY OF CITRUS

BEFORE ME, the undersigned Notary Public, personally appeared Ronald E. Kitchen, Jr., personally known to me, and who after being duly sworn states as follows:

1. I am the Chairman of the Board of County Commissioners of Citrus County, Florida, which is the governing body of Citrus County.

2. On July 23, 2019, the Board of County Commissioners filed in the public records, Resolution No. 2019-064 (19A 2019 South Garcia Point Sewer Project Assessment Area) that levied a special assessment lien against certain lands. Said Resolution was recorded in Official Record Book (ORB) 2993 Pages 731 inclusive, public records of Citrus County, Florida.

3. The Board wishes to partially release the lien on the attached Exhibit A from $11,600.00 to $4,399.11 as the records show that this property had been erroneously assessed for the 2019 South Garcia Point Sewer Project Assessment Area.

4. The Board does hereby partially release that certain assessment lien on the attached Exhibit A.

BOARD OF COUNTY COMMISSIONERS
OF CITRUS COUNTY, FLORIDA

_____
Ronald E. Kitchen, Jr., Chairman

STATE OF FLORIDA
COUNTY OF CITRUS

THE FOREGOING INSTRUMENT was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2022, by the undersigned authority, _____, who is personally known to me and known by me to be the Chairman of the Citrus County Board of County Commissioners and acknowledged before me that he/she executed the foregoing instrument on behalf of Citrus County as its true act and deed, and that he/she was duly authorized so to do and he/she did not take an oath.

_____
Notary Public -- State of Florida

This Instrument Prepared by:
County Attorney
110 Apopka Ave.
Inverness, Florida 34450

Attachment: 1c Supporting Docs Garcia-Messina (19997 : 2019 South Garcia Point Sewer Project Assessment Area as it pertains to Altkey

EXHIBIT "A"
2019 SOUTH GARCIA POINT SEWER PROJECT ASSESSMENT AREA
CORRECTIVE ASSESSMENT ROLL TO THE ASSESSMENT ROLL
RECORDED IN OR BK 2993 PG 731

ALTKEY	OWNERS NAME	PARCEL ID	ASSESSMENT
3521041	MESSINA SALVATORE L & SUNDAY	17E19S310010 00380 0154	$4,399.11

Attachment: 1c Supporting Docs Garcia-Messina (19997 : 2019 South Garcia Point Sewer Project Assessment Area as it pertains to Altkey

AGENDA MEMORANDUM

FROM:	Colleen Scott, Management & Budget Director
SUBJECT:	Agreement to Provide Additional Insured Status
AGENDA DATE:	**March 08, 2022**

BRIEF OVERVIEW:

OneBlood, Inc., has requested and been approved to conduct a blood drive at the Citrus County Resource Center on the VA Clinic side, to replenish the much needed blood supply for when needed to save lives. Citrus County requires an additional insured endorsement when requesting insurance to protect the County's assets. OneBlood's insurance company requires there be an agreement between Citrus County to provide this additional layer of protection. This additional insured status will apply to all blood drives located at Citrus County Resource Center.

BUDGET IMPACT/FUNDING SOURCE:

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

RECOMMENDED ACTION:

Approve and Authorize the Chairman to execute the Agreement to Provide Additional Insured Status between OneBlood, Inc., and Citrus County, Florida to provide an additional insured endorsement to their insurance policy as a County requirement when conducting business on County property.

AGREEMENT TO PROVIDE
ADDITIONAL INSURED STATUS

THIS AGREEMENT ("Agreement") is entered into as of this __ day of _____, 2022, by and between ONEBLOOD, INC., (insert business' legal name) and Citrus County, Florida, a political subdivision of the State of Florida (insert business' legal name).

In consideration of Citrus County, Florida's agreement to allow OneBlood, Inc. to hold a blood drive(s) at: 2804 W. Marc Knighton Court, VA Clinic, Lecanto, Florida, 34461 and any adjacent locations thereof, OneBlood, Inc. agrees to name: CITRUS COUNTY, FLORIDA, a political subdivision of the State of Florida, as an additional insured on the following insurance policies of OneBlood, Inc.

(a) Commercial General Liability

(b) Comprehensive Automobile Liability:

This Agreement to provide additional insured status applies to any and all blood drives located at the above address unless this Agreement is cancelled by either party with thirty (30) written notice to the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date noted above.

OneBlood, Inc.	**Citrus County, Florida**
By:_____	By:_____
Print Name: _____	Print Name: Ronald E. Kitchen, Jr.
Title: _____	Title: Chairman

Attachment: ADDITIONAL INSURED - LassiterWare (20045 : Agreement to Provide Additional Insured Status)

AGENDA MEMORANDUM

FROM:	Colleen Scott, Management & Budget Director
SUBJECT:	AssetWorks - Appraisals on County Properties and Buildings
AGENDA DATE:	**March 08, 2022**

BRIEF OVERVIEW:

Risk Management is tasked with insuring the County's properties and assets. Part of this process is to properly insure these properties and assets at their current value. County assets should reflect updated replacement costs in case of critical emergency situations such as, hurricanes, damage, theft, or vandalism. The last appraisal occurred several years ago. The updated appraisals will occur in stages starting with Utility properties These properties and assets are most important due to securing public safety for our residents.

AssetWorks is an appraisal firm that works directly with our insurance company/broker. The cost of the appraisal service is $33,660.

The appraisal information will be posted in the County's AMP (Asset Management software) system where we will have accurate data, increase efficiency, and simplify the insurance renewal process. The system will provide current values and information at a moments' notice and is easily accessible when submitting the County's Statement of Values (SOV) for insurance pricing during the renewal period. This is also a way to streamline the process of input when adding and deleting County assets.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance
8100-53400	Other Contractual	$69,000	$0	$0	$69,000

RECOMMENDED ACTION:

Approve and Authorize the Chairman to execute the Professional Services Agreement between AssetWorks Risk Management, Inc., and Citrus County, Florida, to appraise County Properties and Buildings, in the amount of $33,660.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/05/2021

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

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

PRODUCER
Marsh Canada Limited
120 Bremner Blvd., Suite 800 Attn: Canada.Certrequest@marsh.com
Toronto, ON, M5J 0A8

CN102165922-Volar-GAWUP-21-22

CONTACT NAME:
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Federal Insurance Company	20281
INSURER B : Great Northern Insurance Company	20303
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
CONSTELLATION SOFTWARE INC. AND
ASSETWORKS LLC
400 Holiday Drive, Suite 200
PITTSBURGH, PA 15220

COVERAGES **CERTIFICATE NUMBER:** HOU-003828989-05 **REVISION NUMBER:** 4

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			9950-48-39	09/27/2021	09/27/2022	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 25,000 1,000,000 2,000,000 1,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [X] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			73600397	09/27/2021	09/27/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	1,000,000
A	[X] UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED RETENTION $			9365-24-30	09/27/2021	09/27/2022	EACH OCCURRENCE AGGREGATE	$ $	2,000,000 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] N/A If yes, describe under DESCRIPTION OF OPERATIONS below			7176-4342	09/27/2021	09/27/2022	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	 1,000,000 1,000,000 1,000,000
A	Professional Liability and Technology E&O			9950-48-39	09/27/2021	09/27/2022	Limit SIR		1,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Citrus County, Florida

3600 W. Soverign Path, Suite 180
Lecanto, FL 34461

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

Manasi Mukherjee

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Attachment: AssetWorks COI (19959 : AssetWorks - Appraisals on County Properties and Buildings)

AGENCY CUSTOMER ID: CN102165922
LOC #: Canada

ACORD®

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Marsh Canada Limited	CONSTELLATION SOFTWARE INC. AND ASSETWORKS LLC 400 Holiday Drive, Suite 200 PITTSBURGH, PA 15220
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 IS ADDED AS AN ADDITIONAL INSUREDS WITH RESPECT TO THE COMMERCIAL GENERAL LIABILITY POLICY AND AUTO LIABILITY POLICY, BUT ONLY WITH RESPECT TO LIABILITY ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED WHERE REQUIRED BY WRITTEN CONTRACT. .

THE ABOVE POLICIES HAVE BEEN PLACED BY SERVICE OF MARSH USA INC. MARSH CANADA LIMITED HAS ONLY ACTED IN THE ROLE OF A CONSULTANT TO THE CLIENT WITH RESPECT TO THESE PLACEMENTS WHICH ARE INDICATED HERE FOR YOUR CONVENIENCE. WAIVER OF SUBROGATION IS INCLUDED ON THE COMMERCIAL GENERAL LIABILITY, AUTOMOBILE LIABILITY AND THE WORKER'S COMPENSATION & EMPLOYER'S LIABILITY POLICIES.

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Attachment: AssetWorks COI (19959 : AssetWorks - Appraisals on County Properties and Buildings)

APPROVAL TO PURCHASE FORM

Use this form to purchase a product or service that has a value between $10,000 and $35,000 OR to purchase a product or service that has a value less than $35,000 by piggybacking an Agency term contract.

USE THE TAB KEY TO MOVE BETWEEN FIELDS

PRODUCT OR SERVICE: (Two lines maximum) Appraisal Services for County Properties (Non-Utility)

DEPARTMENT / DIVISION: Management and Budget / Risk Management

TECHNICAL CONTACT:

ACCOUNT NUMBER: (Four lines maximum) 8100-53400

BUDGET AMOUNT: $33,660

PIGGYBACKING STATE OF FLORIDA TERM CONTRACT? YES ☐ NO ☑

IF YES, PROVIDE THE CONTRACT NUMBER:

PIGGYBACKING ANOTHER GOVERNMENT AGENCY'S CONTRACT? YES ☐ NO ☑

IF YES, PROVIDE THE FOLLOWING INFORMATION:

Contract / Bid Number:
Agency Name:
Contact Name:
Contact Phone or E-mail:

DESCRIBE THE PRODUCT OR SERVICE THAT YOU ARE PURCHASING – LIST THE VENDORS OR CONTRACTORS AND THEIR QUOTES – GIVE RECOMMENDATION OF AWARD:
(Attach copies of the quotes and any other supporting documentation)

We requested our insurance broker to reach out to three companies to provide us quotes for desk top and on-site appraisal services and the ability to input data into an asset management software program where we can access the data for insurance renewal purposes as well as in case of a disaster such as a flood or hurricane. Appraisals have not been completed on County buildings/properties since 2010.

The first quote was from HCA Asset Management, in the amount of $25,000 but does not upload into asset management software.

The second quote was from Industrial Appraisal Company in the amount of $33,500 who does not include secondary data nor do they upload into Asset management software.

The third quote was from AssetWorks who recently completed the appraisals on the utility properties in October, 2021, whose quote came in at $33,660 and does upload their appraisas into an asset management software program.

Risk Management recommends AssetWorks as the best quote for the completion of appraisal services of County properties.

REQUESTOR _____ **DATE** 1/25/22

DIVISION DIRECTOR _____ **DATE** _____
Required regardless of cost

DEPARTMENT DIRECTOR _____ **DATE** _____
Required if cost is > $5,000

OMB DIRECTOR _____ **DATE** 1-25-2022
Required if cost is > $10,000

Attachment: Approval to Purchase - Quotes (19959 : AssetWorks - Appraisals on County Properties and Buildings)

Attachment: Approval to Purchase - Quotes (19959 : AssetWorks - Appraisals on County Properties and Buildings)

PRIA
PUBLIC RISK INSURANCE ADVISORS

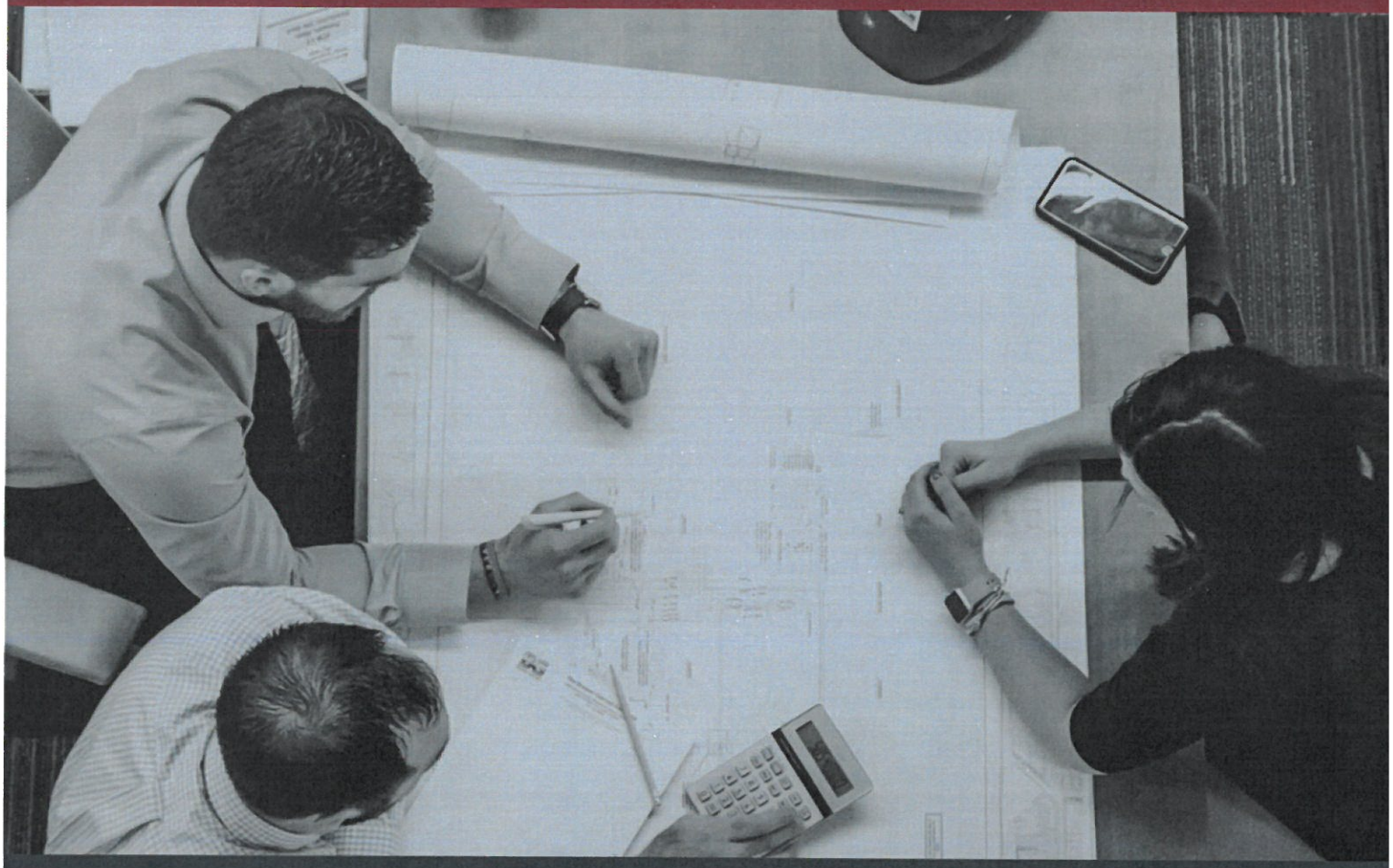
lity Appraisal Comparison

January 2022

Industrial Appraisal Co		HCA Asset Management	
roject)		**Appraisal (1 Year Project)**	
uctures	$33,500	Estimated Total Structures	$25,000
	Included	PITO	Included
	NA	Secondary Data	Included
lgmt Software	NO	Upload into Asset Mgmt Software	NO
otal	**$33,500**	**Estimated Grand Total**	**$25,000**

Attachment: Approval to Purchase - Quotes (19959 : AssetWorks - Appraisals on County Properties and Buildings)

AssetWORKS



Proposal for Appraisal Services

Citrus County, FL

Ryan M. Tate
Regional Director
AssetWorks Risk Management Inc.
400 Holiday Dr., Suite 200
Pittsburgh, PA 15220

Mary Glancy
Risk Manager
Citrus County, FL
3600 W. Sovereign Path
Lecanto, FL 34461

Attachment: Approval to Purchase - Quotes (19959 : AssetWorks - Appraisals on County Properties and Buildings)

AssetWORKS

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Attachment: Approval to Purchase - Quotes (19959 : AssetWorks - Appraisals on County Properties and Buildings)

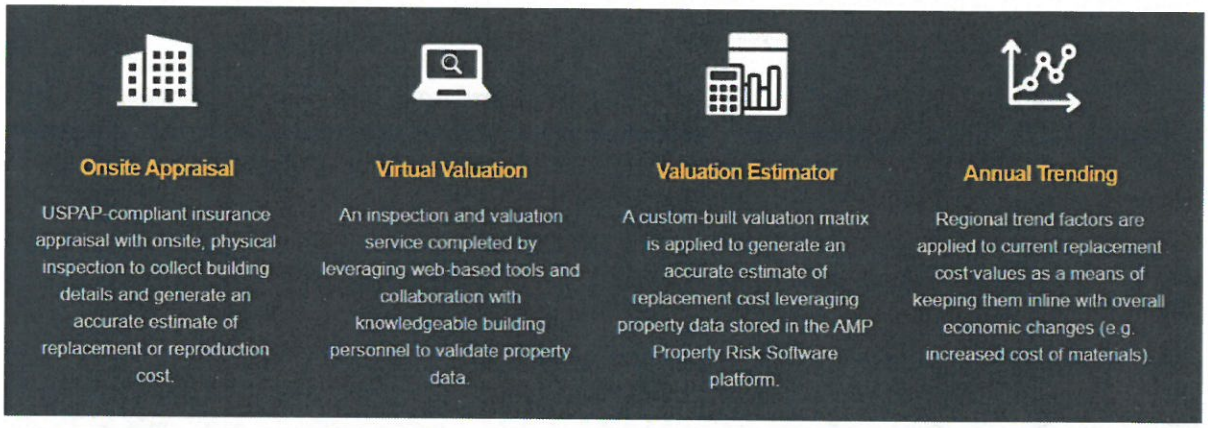
AssetWORKS

1. About AssetWorks

AssetWorks is a wholly owned subsidiary of Constellation Software Inc. (Constellation), a leading, global provider of software and services to organizations in the public and private sector. Constellation acquires, manages, and grows industry-specific software companies that provide specialized, mission-critical solutions to address the unique needs of their customers. Constellation is publicly traded on the TSX under the symbol CSU. For the fiscal year ending December 31, 2020, consolidated revenues were in excess of US $3.8 Billion.

Our risk management roots are in property insurance valuation services but relationships with our customers, understanding the evolving property risk management landscape, and a drive to be more innovative led AssetWorks to enter the risk management software market nearly two decades ago. Currently, our property risk management solution, featuring a combination of our AMP Property Risk Management software and onsite appraisal services, is unrivaled in the marketplace.

Considering our individual customer's needs and resources, AssetWorks offers various levels of valuation service to address 100% of property values within a wide range of budgets.



Our combination of valuation consultants and state of the art technology offers innovative and cost-effective services for initial and long-term solutions associated with property insurance and risk management.



Ensure You are Properly Insured

Our valuation consultants go the extra mile to ensure you receive the most accurate and up-to-date values possible helping to ensure you receive the coverage you need

Secure the Best and Most Accurate Rates

By collecting detailed COPE and catastrophe modeling data you gain a more complete picture of your risk profile which when run through modeling programs can result in more favorable rates

Increase Confidence in the Quality of Your Data

Every engagement includes certified appraisal reports with insurance detail per building and a comparison of values prior to and following the appraisal project

Leverage the Benefits of a True Partnership

The relationships we build with our clients are important to us. From kick-off meeting through project completion, we believe open communication is paramount to our success and yours

Attachment: Approval to Purchase - Quotes (19959 : AssetWorks - Appraisals on County Properties and Buildings)

AssetWORKS

QUALIFICATIONS

AssetWorks is confident in our ability to respond to the current and future needs of our customers by providing professional and accurate data collection, valuation estimates, and supplemental data needed for underwriting.

Our customers confidently select AssetWorks as their partner for the following reasons:

- Our project team consists of **full-time employees** (no-subcontractors) and professional valuation consultants associated with the American Society of Appraisers. Our team specializes in providing property valuation services to government entities.
- AssetWorks takes pride in being true public entity specialists, generating over ninety percent of our annual revenue serving public entities, **including over 70 pooling groups and states nationwide.**
- AssetWorks is the technology pioneer in asset management and property valuation solutions. AssetWorks developed a comprehensive proprietary web-based property management system (**AMP™**) to provide our clients the ability to manage, report, and perpetuate valuation data.
- **Quality Assurance & Project Management** - AssetWorks has created internal project management standards which assure consistent application of property data collection, valuation methodology and deliverables of draft and final reports. To ensure complete transparency of the project status and billing, AssetWorks has developed a proprietary project management and communication tool. This tool provides our customers with 24/7 accessibility for real-time updates.
- AssetWorks maintains professional affiliations with national insurance associations including the State Risk and Insurance Management Association (STRIMA), Association of Governmental Risk Pools (AGRIP), Public Risk Management Association (PRIMA) and the Risk and Insurance Management Society (RIMS).

WATER & SEWER RISK MANAGEMENT POOL

"AssetWorks' field personnel were professional, on time, and efficient in obtaining the data they needed. When there were unique structures they actively listened to our members and adapted their valuation methods as appropriate. The end product exceeded our expectations."

– Larry Bailey, Executive Director

WASHINGTON COUNTIES RISK POOL

"The idea of it is great. You know, that [AssetWorks] can go out, appraise these buildings, enter the data, and then it is all right there in AMP. It saves us a lot of time and allows us to continue doing what we are doing. They're always looking to deliver the best product for us."

– Derek Bryan, Executive Director

SAN MATEO COUNTY SCHOOLS INSURANCE GROUP

"The AssetWorks team has been able to provide this service, as promised, with great communication and with little to no disruption in our school buildings. It has been wonderful working with AssetWorks, and we look forward to doing so in the future."

– Sharon Vishwa, Member Services & Board Relations Manager

Attachment: Approval to Purchase - Quotes (19959 : AssetWorks - Appraisals on County Properties and Buildings)

AssetWORKS

2. Proposal & Methodology

On-site & Desktop Property Insurance Appraisal Services

The goal of an on-site property insurance appraisal is to physically inspect and appraise select building/structures to obtain uniform and reliable insurance values for insurance placement and allocation of premiums. The resulting data will provide current insurable values, enhanced COPE data, proof-of-loss documentation, as well as the basis for underwriting and insurance premiums. The proposed services will be performed in accordance with industry-wide appraisal standards (USPAP – Uniform Standards of Professional Appraisal Practice). On-site inspections will be conducted on all structures that were not previously inspected by AssetWorks Risk Management Inc. The remaining structures that were previously appraised by AssetWorks will be valued based on data previously collected.

2.1 PROJECT APPROACH

Property Insurance Appraisal Services

The core of success in a property appraisal project begins on the front-end, and by way of dialogue, a truly customized project plan is developed to meet the specifications and needs of both the Citrus County and its members. Our approach is not a template and is catered towards not only client requests, but by way of our experience and expertise.

Project Kickoff Meeting

Our project team will hold a comprehensive project-planning meeting with member representatives in advance of the valuation updates. We advise that members of the administrative, risk management and facilities staff or other directly involved personnel attend this meeting. Topics of discussion include confirmation of project scope and time frames, the physical appraisal schedule, accessibility to buildings, and contacts that might be available to assist throughout the project. This meeting lays the foundation for the methods and procedures used during the on-site fieldwork.

Citrus County / Staff Expectations

AssetWorks believes that clients retain our services with the expectation that AssetWorks staff, as paid professionals, and consultants, will perform the necessary tasks with the highest level of industry professionals to successfully complete the project on time. We do view our clients as active participants and anticipate their assistance with the following:

- **Pre-Project Planning and Scheduling** – AssetWorks will identify key items to have prepared for the project kickoff meeting. We ask that you prepare and distribute a memo to all locations receiving an on-site appraisal announcing the project and give the general purpose and time frame.
- **Availability of Existing Building Records** – AssetWorks will utilize existing records, as provided by the members. Blueprints, for example, can aid in the accuracy of calculating square foot area. Direct construction costs from Members are another source of valuable information we collect.
- **Access to All Sites** – AssetWorks appraisers will be granted access to all sites and buildings based on a mutually agreed upon appraisal schedule.

Attachment: Approval to Purchase - Quotes (19959 : AssetWorks - Appraisals on County Properties and Buildings)

AssetWORKS

Project Closeout Meeting

Upon completion of the on-site investigation, the AssetWorks project manager will conduct a final closeout meeting with your staff. The focus is to ensure that all sites and properties have been accounted for and to answer any questions that you might have. This is also the time at which your staff should ensure that they have transferred all client supplied data to the project manager. Later delivery of data could delay final report processing.

2.2 GENERAL BUILDINGS & STRUCTURES



The basis for valuations of each building lies in the data recorded. A description for each building will be established, depicting Construction, Occupancy, Protection and Exposure (**COPE**) data to be included on the insured property as it is related to loss prevention and valuation.

Single digital images will be prepared for each building and integrated into the final reports. Each building will either be physically measured, square footage verified through a review of blueprints, measured using satellite imaging, or included based on information provided. Additionally, a complete physical address will be recorded, and all buildings will be assigned a unique identification number.

2.3 INSURABLE LAND IMPROVEMENTS/PROPERTY-IN-THE-OPEN (PITO)

Insurable Land Improvements outside of a building and particular to a parcel of land will be inventoried and valued as part of the standard building appraisal. Included are assets such as parking lots, fencing, outside lighting, park benches, signage, and flagpoles, etc. In addition, communication towers and sirens will be valued and listed as separate line items. AssetWorks will provide a total PITO value for each location. AssetWorks will provide a list of PITO assets in the notes section. AssetWorks staff will collect property in the open at the following locations.

2.4 DATA COLLECTED

Primary Construction, Occupancy, Protection, & Exposure Data (COPE)

a) Occupancy Type
b) Construction/ISO Class
c) Frame Type
d) Number of Stories
e) Condition
f) Roof Shape
g) Roof Pitch
h) Roof Strapping
i) Roof Type
j) Exterior Walls
k) Year Built
l) Foundation/Footing
m) Square Footage
n) Ceiling
o) Partitions/Interior Walls
p) Updates (Roof/Bldg.) Yr.
q) Heating/Cooling Systems
r) Flooring
s) Electrical/Plumbing
t) Elevators
u) Identify Protection Systems
v) Additional Features
w) GPS Coordinates
x) Flood Zone Classifications

Attachment: Approval to Purchase - Quotes (19959 : AssetWorks - Appraisals on County Properties and Buildings)

AssetWORKS

Catastrophe Modeling Characteristics

Windstorm

AssetWorks will assist in gathering windstorm and seismic information pertinent to characteristics of a building or structure. If available, the information collected per structure are:

- Roof Framing Type
- Roof Covering
- Roof Age/Condition
- Roof Geometry
- Roof Parapets/Chimneys
- Roof Anchor
- Commercial Appurtenant Structures
- Wind Tier/Hazard Zone
- Roof Sheathing Attachment
- Flashing and Coping Quality
- Wind Missiles
- Contents Vulnerability Due to Wind
- Roof Maintenance
- Cladding Type
- Residential Appurtenant Structures
- Mechanical/Electrical Equipment (Side of Building)
- Ground Level Equipment
- Opening Protection
- Resistance – Doors
- Flood Protection
- Construction Quality
- Basement
- Frame-Foundation Connection
- Contents Vulnerability Due to Water
- Roof Equipment Hurricane Bracing
- Tree Density

ISO/Construction Classifications

One of the primary goals of underwriting for property insurance is determining the risk of fire. One of the main considerations in making that determination is assigning the proper construction class. Properly identifying the construction class can help the underwriter understand the construction type and rate the risk more accurately. AssetWorks reports will include ISO classes 1-6, as defined by the Commercial Fire Rating Schedule (CFRS) defined in terms of the Marshall and Swift construction classes.

ISO Class	M&S Class	Description
1	D	Frame/Combustible (wood walls & roof)
2	C	Joisted Masonry (free standing masonry shell flammable roof)
3	S	Noncombustible (light steel construction)
4	C	Masonry Noncombustible (free standing masonry walls with noncombustible floors and roof)
5	A	Modified Fire Resistive (noncombustible, 1 hour fire rating)
6	B	Fire Resistive (noncombustible, 2 hour fire rating)

Flood Zone Designations

Flood Zone designations are based on GPS coordinates and mapped via satellite by a provider including E&O coverage. Identifying flood zones based on address can lead to an incorrect designation as many sites include multiple acres and multiple flood zones. In some cases, the flood zone actually intersects the structure, and this has to be represented or an incorrect designation may be applied, particularly when only using a physical address as the determining factor. AssetWorks subscribes to FEMA updates as it relates to flood zone updates and maintains a strong relationship with a geo-mapping group to support zone designations and provide our clients with the accuracy required in this category.

Attachment: Approval to Purchase - Quotes (19959 : AssetWorks - Appraisals on County Properties and Buildings)

AssetWORKS

2.5 VALUATION METHODOLOGY

Our investigation of each property will follow generally accepted valuation techniques and standards, incorporating various sources to develop cost conclusions for each building. Sources include price lists, trade journals, industry publications, pricing subscription services, as well as direct cost research. It is an ongoing task to identify and continuously substantiate values. Multiple sources of value exist, but to rely on only one can be limiting as they all have positive points to be reflected. Sources of construction cost information include, but are not limited to:

- Internally developed proprietary water/wastewater treatment plant valuation guide
- Direct cost information from recent projects
- Inquiries with local contractors and architects
- US Department of Labor – Bureau of Labor Statistics
- Marshall and Swift / Boeckh
- RS Means Construction Cost Index
- Reed Construction Data
- Previous AssetWorks valuation data

Definitions of Value

Replacement Cost New

Cost of Replacement New is the amount required to reproduce a property entirely at one time, as of a specific date, in like size, kind and quality and in accordance with current market prices for labor, materials, manufactured equipment, contractors overhead, profit and fees, but with no provisions for overtime or bonuses, or for premiums for materials and equipment. In determining replacement cost new, AssetWorks will not consider costs associated with demolition of property, debris removal, or partial loss into our analysis.

This methodology takes local wages and material costs into account, as well as specific structural attributes and current construction code that will cause an increase or decrease in base value such as sprinkler systems, elevators, exterior wall adjustments, actual building occupancy, and quality of construction as related to industry standards.

Insurance Exclusion

Insurance Exclusion is a provision in an insurance contract describing property, or types of property, that are not covered by an insurance policy. The insurance exclusion amount is deducted from replacement cost to arrive at an insurable value, specific to each structure.

Actual Cash Value

Actual Cash Value is the Replacement Cost Value less depreciation.

Attachment: Approval to Purchase - Quotes (19959 : AssetWorks - Appraisals on County Properties and Buildings)

AssetWORKS

Building Contents (Modeling Approach)

Content values will be included based on the "modeling approach" that was developed to meet the valuation needs of our customers without the need for a detailed inventory. AssetWorks utilizes computer models of building types and their contents based on data gathered from thousands of valuations over the past several years.

We will estimate the value of contents by taking the square foot equipment value of a like facility and applying it to the calculated area of the building. The "modeling approach" is unique in that a reliable replacement cost estimate of a building's contents can be generated without performing a lengthy and costly inventory.

2.6 PROJECT DELIVERABLES

Certification Letter

The certified valuation report will include the Letter of Certification, which will:

- Identify the property appraised
- State the purpose of the valuation
- Specify the valuation date
- Define the level of value sought and the premise of value employed
- Describe the nature of the property included and excluded
- Discuss the valuation investigation
- Indicate the factual data considered
- Present the conclusions of value (Replacement Cost unless otherwise ordered)
- Outline the qualifying and limiting conditions
- Include the signature of an authorized officer of the company

Preliminary & Final Reports

AssetWorks will utilize the AMP application to deliver all valuation reports. AMP will be used as the property data system of record and all data as a result of the virtual valuations conducted will be updated directly in the AMP application. This data will be available in real time as valuations are completed. In addition, any drawings, sketches, plans, documents, and work papers associated with the valuations will be uploaded into AMP as part of the building record. AMP Risk provides the ability to view, export, and manipulate the valuation reports in various formats including PDF, Excel, and HTML. The customer will have the opportunity to review the preliminary valuation results in AMP and approve the value of each structure. Upon approval, final reports can be generated.

2.7 SCHEDULE

Project Schedule

AssetWorks will work with Citrus County to establish a mutually agreeable schedule and timeframe for the valuations to be completed.

Attachment: Approval to Purchase - Quotes (19959 : AssetWorks - Appraisals on County Properties and Buildings)

AssetWORKS

3. Statement of Work (SOW)

INTRODUCTION

This statement of work covers the professional valuation services and products to be provided by AssetWorks Risk Management Inc. to Citrus County, FL. This SOW confirms the understanding of the scope, objectives, services, deliverables, and work product for this project.

VALUATION SERVICES TO BE PROVIDED

- **On-Site Property Insurance Appraisal Services ($50,000 Threshold)**

PROPERTIES TO BE INCLUDED

- **General Buildings & Structures**

DATA TO BE COLLECTED

- **Primary Construction, Occupancy, Protection, & Exposure Data**
  - Occupancy Type
  - Construction/ISO Class
  - Frame Type
  - Number of Stories
  - Condition
  - Roof Shape
  - Roof Pitch
  - Roof Strapping
  - Roof Type
  - Exterior Walls
  - Year Built
  - Foundation/Footing
  - Square Footage
  - Ceiling
  - Partitions/Interior Walls
  - Updates (Roof/Bldg.) Yr.
  - Heating/Cooling Systems
  - Flooring
  - Electrical/Plumbing
  - Elevators
  - Identify Protection Systems
  - Additional Features
  - GPS Coordinates
  - Flood Zone Classifications

Catastrophe Modeling Characteristics

Windstorm

AssetWorks will assist in gathering windstorm and seismic information pertinent to characteristics of a building or structure. If available, the information collected per structure are:

- Roof Framing Type
- Roof Covering
- Roof Age/Condition
- Roof Geometry
- Roof Parapets/Chimneys
- Roof Anchor
- Commercial Appurtenant Structures
- Wind Tier/Hazard Zone
- Roof Sheathing Attachment
- Flashing and Coping Quality
- Wind Missiles
- Contents Vulnerability Due to Wind
- Roof Maintenance
- Cladding Type
- Residential Appurtenant Structures
- Mechanical/Electrical Equipment (Side of Building)
- Ground Level Equipment
- Opening Protection
- Resistance – Doors
- Flood Protection
- Construction Quality
- Basement
- Frame-Foundation Connection
- Contents Vulnerability Due to Water
- Roof Equipment Hurricane Bracing
- Tree Density

Attachment: Approval to Purchase - Quotes (19959 : AssetWorks - Appraisals on County Properties and Buildings)

AssetWORKS

VALUES PROVIDED

- Replacement Cost New
- Insurance Exclusion
- Actual Cash Value
- Building Contents (Modeling Approach)

VALUATION DELIVERABLES

- Appraisal Certification Letter
- Preliminary Reports (Delivered via AMP)
- Final Reports (Delivered via AMP)
- Data File

4. Quote

AssetWORKS

Risk Management Inc.
400 Holiday Drive, Suite 200
Pittsburgh, PA 15220

TO: Citrus County
ATTN: Mary Glancy
ADDRESS: 3600 W. Sovereign Path
Lecanto, FL 34461

QUOTE
Quote Created: December 8, 2021
Valid Through: March 8, 2022

APPRAISAL/VALUATION SERVICES FEES

SERVICE	THRESHOLD	UOM	QTY	RATE	FEE
On-Site Insurance Appraisal Services	$50,000	Buildings	144	$135	$19,440.00
Secondary COPE - Windstorm Characteristics		Buildings	164	$15	$2,460.00
Property in the Open	$120/Location	PITO	98	$120	$11,760.00
				TOTAL FEE:	**$33,660**

Notes:

** All fees quoted are in US Dollars and inclusive of all out-of-pocket expenses.*
** AssetWorks will invoice seventy percent (70%) of the Service fees upon completion of the fieldwork portion of the project and the remaining thirty percent (30%) of fees upon delivery of the preliminary reports.*
** The quantity of buildings listed above are estimates. AssetWorks will bill for the quantity of structures appraised at the rates provided above.*
The following structures are to be appraised regardless of value:* ***EOC Tower (#50663), Crystal River Airport - Electrical Vault & Generator (#14380) and Inveress Airport - Electrical Vault & Generator (# (13107/51176)*

Attachment: Approval to Purchase - Quotes (19959 : AssetWorks - Appraisals on County Properties and Buildings)

AssetWORKS

Attachment: Approval to Purchase - Quotes (19959 : AssetWorks - Appraisals on County Properties and Buildings)

Mary R. Glancy

From: Ryan Tate <ryan.tate@assetworks.com>
Sent: Thursday, December 9, 2021 2:40 PM
To: Paul Dawson
Subject: RE: citrus county non utility appraisals.

Follow Up Flag: Follow up
Flag Status: Flagged

[External]

Paul,

Per our conversation, please find the updated quote below.

AssetWORKS

Risk Management Inc.
400 Holiday Drive, Suite 200
Pittsburgh, PA 15220

TO: Citrus County
ATTN: Mary Glancy
ADDRESS: 3600 W. Sovereign Path
Lecanto, FL 34461

QUOTE
Quote Created: December 8, 202:
Valid Through: March 8, 2022

APPRAISAL/VALUATION SERVICES FEES

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				TOTAL FEE:	**$33,66(**

Notes:

** All fees quoted are in US Dollars and inclusive of all out-of-pocket expenses.*
** AssetWorks will invoice seventy percent (70%) of the Service fees upon completion of the fieldwork portion of the project and the remaining thirty percent (30%) of fees upon delivery of the preliminary reports.*
** The quantity of buildings listed above are estimates. AssetWorks will bill for the quantity of structures appraised at the rates provided above.*
The following structures are to be appraised regardless of value:* ***EOC Tower (#50663), Crystal River Airport - Electrical Vault & Generator (#14380) and Inveress Airport - Electrical Vault & Generator (# (13107/51176)*

Ryan Tate | Regional Director
AssetWorks Risk Management Inc.
400 Holiday Dr., Suite 200
Pittsburgh, PA 15220 | www.assetworks.com | ryan.tate@assetworks.com
Mobile: (412) 480-6563 | Fax: (412) 809-0777

Attachment: Approval to Purchase - Quotes (19959 : AssetWorks - Appraisals on County Properties and Buildings)

Attachment: Approval to Purchase - Quotes (19959 : AssetWorks - Appraisals on County Properties and Buildings)

AssetWORKS

From: Paul Dawson <pdawson@bbpria.com>
Sent: Thursday, December 2, 2021 2:40 PM
To: Ryan Tate <ryan.tate@assetworks.com>
Subject: citrus county non utility appraisals.

EXTERNAL: Do not click links or open attachments if you do not recognize the sender.

Ryan,
This is phase two of the county's appraisal process. Can you quote based on this schedule?
BTW the AMP training went very well

Thanks,

Paul Dawson

ARM-P

Senior Vice President

Public Risk Advisor

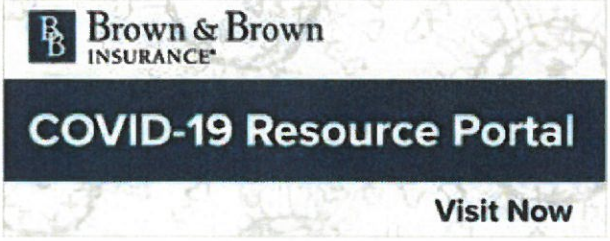
T: 407-496-0989

Public Risk Insurance Advisors

We moved! Please take note of our new business address.

300 North Beach Street

Daytona Beach, FL 32114





https://www.bbinsurance.com/

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Please be advised that any and all information, comments, analysis, and/or recommendations set forth above relative to the possible impact of COVID-19 on potential insurance coverage or other policy implications are intended solely for informational purposes and should not be relied upon as legal advice. As an insurance broker, we have no authority to make coverage decisions as that ability rests solely with the issuing carrier. Therefore, all claims should be submitted to the carrier for evaluation. The positions expressed herein are opinions only and are not to be construed as any form of guarantee or warrantee. Finally, given the extremely dynamic and rapidly evolving COVID-19 situation, comments above do not take into account any applicable pending or future legislation introduced with the intent to override, alter or amend current policy language.

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Thank you

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Mary R. Glancy Industrial Appraisal

From: John Pfeffer <jpfeffer@indappr.com>
Sent: Monday, November 15, 2021 9:26 AM
To: Paul Dawson
Subject: RE: Request a Quote Submission

Follow Up Flag: Flag for follow up
Flag Status: Flagged

[External]
Good Morning Paul,

I am off today but wanted to get back to you with our fees. We did get a chance to review your property list that you submitted and our fee for Insurance Reproduction Cost New on these locations and applicable Property in the Open, would be $33,500. This fee is inclusive of all expenses.
I will be back in the office tomorrow and would be happy to answer any questions that you might have.
We can prepare a formal proposal/agreement for you upon your request.

Thank you for the opportunity Paul. Have a good day.

John M. Pfeffer
National Sales Manager

IAC Industrial Appraisal COMPANY

Industrial Appraisal Company
Two Gateway Center
603 Stanwix Street, Suite 1450
Pittsburgh, PA 15222

jpfeffer@indappr.com
Direct 412-208-1730
Cell 412-952-9247
Fax 412-471-1758
www.indappr.com

From: Paul Dawson [mailto:pdawson@bbpria.com]
Sent: Thursday, November 11, 2021 12:39 PM
To: John Pfeffer <jpfeffer@indappr.com>
Subject: Re: Request a Quote Submission

John,
You are correct. Just buildings and PITO. No contents or equipment.

Thanks,

Paul Dawson
ARM-P
Senior Vice President
Public Risk Advisor
T: 407-496-0989

Attachment: Approval to Purchase - Quotes (19959 : AssetWorks - Appraisals on County Properties and Buildings)

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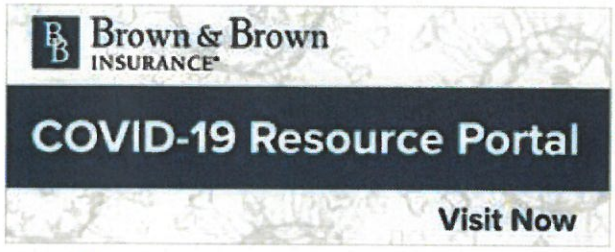
Public Risk Insurance Advisors
We moved! Please take note of our new business address.
300 North Beach Street
Daytona Beach, FL 32114





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Thank you

From: John Pfeffer <jpfeffer@indappr.com>
Sent: Thursday, November 11, 2021 11:40 AM
To: Paul Dawson <pdawson@bbpria.com>
Subject: RE: Request a Quote Submission

[External]
Thank you Paul. I just want to confirm that you only want values on the buildings and any property in the open, and not contents/equipment? We can certainly do whatever you require but I would like to confirm what you would like us to quote on.

Let me know if any questions.

Thanks again Paul.

John M. Pfeffer
National Sales Manager

Attachment: Approval to Purchase - Quotes (19959 : AssetWorks - Appraisals on County Properties and Buildings)

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Industrial Appraisal Company
Two Gateway Center
603 Stanwix Street, Suite 1450
Pittsburgh, PA 15222

jpfeffer@indappr.com
Direct 412-208-1730
Cell 412-952-9247
Fax 412-471-1758
www.indappr.com

From: Paul Dawson [mailto:pdawson@bbpria.com]
Sent: Wednesday, November 10, 2021 11:19 AM
To: John Pfeffer <jpfeffer@indappr.com>
Cc: Danielle Coggon <DCoggon@bbpria.com>
Subject: Re: Request a Quote Submission

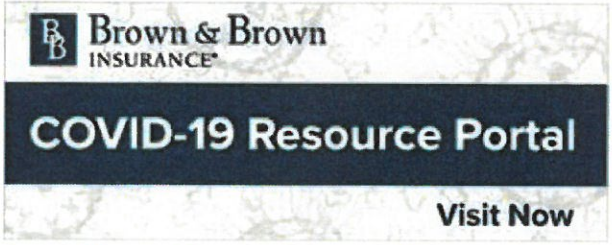
John,
Thanks for the conversation yesterday. As discussed, attached is the property schedule for Citrus county.

We are looking for Insuranc replacement costs for the locations on the schedule and structures that may not be specifically listed.

Thanks,

Paul Dawson
ARM-P
Senior Vice President
Public Risk Advisor
T: 407-496-0989

Public Risk Insurance Advisors
We moved! Please take note of our new business address.
300 North Beach Street
Daytona Beach, FL 32114





https://www.bbinsurance.com/

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Thank you

From: John Pfeffer <jpfeffer@indappr.com>
Sent: Tuesday, November 2, 2021 11:47 AM
To: Paul Dawson <pdawson@bbpria.com>
Subject: RE: Request a Quote Submission

[External]

Hi Paul,
I just left you a voicemail as well. Thank you for contacting us with your potential appraisal needs.
We would need to get a list of the buildings with address, usage and square footage.

What is to be included in the appraisal, buildings, equipment/contents/furnishings, Property in the Open(signage, lighting, fencing,etc.)

And, what type of timeframe you are possibly looking at, or it will be all one contract separated into years(groups).

Please feel free to call me at my direct line below if you would like to discuss.

Thanks Paul.

John M. Pfeffer
National Sales Manager

Industrial Appraisal Company
Two Gateway Center
603 Stanwix Street, Suite 1450
Pittsburgh, PA 15222

jpfeffer@indappr.com
Direct 412-208-1730
Cell 412-952-9247
Fax 412-471-1758
https://nam11.safelinks.protection.outlook.com/?url=http%3A%2F%2Fwww.indappr.com%2F&data=04%7C01%7Cpdawson%40bbpria.com%7Cfd7aa5c74bb9441f9ee808d99e1803f8%7Cf1289cc584564f288eab700d1300fc5d%7C0%7C0%7C637714648373797545%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C3000&sdata=A2LkL%2Bqvk18TSUh91Fx%2BqhsTl8dIp4npZIurPM1gmfY%3D&reserved=0

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-----Original Message-----
From: pdawson@bbpria.com [mailto:pdawson@bbpria.com]
Sent: Tuesday, November 02, 2021 9:37 AM
To: sales@indappr.org
Subject: Request a Quote Submission

First Name: Paul
Last Name: Dawson
Company: PRIA
Title:
Address: 300 North Beach Street
City: Daytona Beach
State:
Zip Code: 32114
Phone: 14074960989
Ext:
Fax:
Type of Organization:
Appraisal of: buildings,
Purpose: insurance,
How may we help you: I'm looking for a quote to appraise 250 locations/structures for a client in Florida.
How did you hear about us: Google

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November 5, 2021

Mr. Paul Dawson, ARM-P
Senior Vice President
Public Risk Insurance Advisors
300 N Beach Street
Daytona Beach, FL 32114

Re: Quote for Property Appraisal Services for Citrus County, FL

Dear Mr. Dawson:

Thank you for expressing interest in the enclosed quote for insurance appraisal services, specifically designed for the accurate and timely valuation of all insurable interests of Citrus County ("County"), one of your insured clients. Our firm specializes in providing these exact services throughout the United States and Florida for a wide range of public entity and nonprofit clients. Our team is uniquely qualified to assist you and the County on this engagement.

I will act as your primary contact during the proposal evaluation period and am fully authorized to bind our firm in contractual matters. **Your Project Manager and our team for this work will be assigned from our headquarters office in Bradenton, FL.** Please contact me directly with any questions or comments at 414.906.1921 or mhessel@hcamgt.com.

With Best Regards,

Mark T. Hessel, SVP
HCA Asset Management, LLC

A. GENERAL INFORMATION

We Understand Your Needs

Experienced with hundreds of similar clients nationally, HCA prides itself on listening to customers and assisting them in maximizing the many benefits associated with our work. The goals outlined in your request are clear and completely consistent with other clients our team assists every day. Primary objectives will include:

1. **ITV Confidence** – with multiple structures and unique types of exposures, having reliable, updated values for reporting is vital. Establishing ***and*** maintaining accurate values across the entire property schedule is essential. When losses occur, current valuations are critical in reviewing claims and the ***supportability*** of the valuations is of equal importance.

2. **Accuracy of SOV** – performing a comprehensive verification and inspection of designated property locations will ensure each primary exposure is properly accounted for. With multiple scheduled line items, confidence in the underlying property data will be critical for underwriting success. It should also be emphasized that **each and every structure appraised by HCA will be physically inspected and reviewed, with complete and independent verification of critical elements such as gross square foot area, perimeter, story height and other valuation-specific data.**

3. **Local Project Execution** – HCA will provide 100% of this service from within a 45- to 90-minute drive from your offices. Our support and responsiveness will be unparalleled.

B. APPRAISAL PROJECT TEAM

HCA is pleased to present the one of the most qualified, experienced teams in our field. We are all specialists in providing the very specific services you've requested. In short, this is what we do for a living… ***every day***. We fully understand your desire for a responsive team who will be available for frequent onsite consultation and project updates.

Your overall Engagement Manager will be Mark Hessel, Senior VP. Mark has been with the firm for more than 17 years and leads our Appraisal Division. With over 35 years in the business of serving similar clients, he is a nationally recognized expert in this field. Mr. Hessel has overseen dozens of comparable engagements and has spent his entire career serving the unique property valuation needs of nonprofits and public entities.

Attachment: Approval to Purchase - Quotes (19959 : AssetWorks - Appraisals on County Properties and Buildings)

Day-to-day project oversight will be managed by **Mr. Matthew Schuepbach, P.E.**, Vice President of Operations. Matt works with clients nationally and is domiciled in the Florida headquarters. Among recently completed projects, he counts the Hillsborough County Public Schools work – involving the onsite inspection and appraisal of more than 2,700 structures at 250 locations, and a TIV of more than $4B. He has also managed past projects for the City of Raleigh, NC and Frederick County, MD – both are engagements with more than 700 building portfolios and extensive recreational facilities. Annually, Matt oversees large risk pool engagements in Florida, South Carolina, and elsewhere.

C. COMPANY EXPERIENCE

Our firm was established in 1985 with a primary focus on providing indirect cost recovery and building componentization / valuation studies. Thirty-five years ago, the concept of documenting a firm's "Core Values" simply did not exist. Yet our company was born operating under a few very basic principles. Fast-forward three decades, and we take great pleasure in summarizing these enduring tenets as follows:

- **Our Clients are our Friends** – HCA employees genuinely care about our clients and the services they receive (just ask them!).
- **Fiercely Protect our Reputation** – each team member will act professionally at all times, deliver value for our clients, and do precisely what we say we will.
- **Motivated and Always Learning** – our professionals are independent, requiring little oversight, and we're continually improving ourselves.
- **We are a Team** – we support one another through humility, trust and collaboration.

In 2004 the firm added its second core business line: performing accurate insurance-related property valuation services. In 2011, our firm underwent an internal corporate restructuring / rebranding, resulting in the renaming of our company to **HCA Asset Management, LLC**. As a privately held organization, this restructuring significantly enhanced our position in the insurance appraisal markets, helping ensure the long-term viability of our company through extensive upgrades in technology and reporting systems. HCA possesses the financial stability and proven track record to assist your program today – and for many years to come. ***With over 35 consecutive years in business, HCA is a viable, ongoing business concern.***

RELEVANT PROJECT EXPERIENCE

HCA staff members have successfully served dozens of large / statewide program clients, as well as hundreds of individual governmental / educational / nonprofit entities with similar scope engagements. Following is a representative sample:

Attachment: Approval to Purchase - Quotes (19959 : AssetWorks - Appraisals on County Properties and Buildings)

Public Risk Management of Florida

- 7+ years of consecutive service
- **Over *60 individual units of government* throughout Florida**
- 500+ structures over 5-year cycle
- Customized valuation approaches, with specific focus on:
  - Water & Wastewater Treatment Locations
  - Extensive Recreational Facilities
  - Unique Secondary COPE data, and
  - Data conversion for client software
- Perform annual valuation updates for the property not inspected in a given year.
- **HCA Staff assigned: Schuepbach, Hessel, others**

Andy Cooper, Program Director
(407) 445-2414; andy_cooper@wrmllc.com

OTHER SIGNIFICANT FLORIDA INSURANCE APPRAISALS:

Hillsborough County Public Schools (HCPS)

- 8th largest school district in US
- Building Value Range: ($1k - $100M); 2,700+ structures over single project
- Customized valuation approaches, with specific focus on:
  - K-12 properties and athletic facilities;
  - Customized COPE/secondary data; and,
  - Customized data transfers for program reinsurers
  - Program TIV in excess of $4.5B

Manatee County, FL

- $900M Project TIV; 350+ structures in a single project
- Buildings & Contents
- Adm, Fire & Safety, Recreation, & Water/WW Facilities

Moffitt Cancer Center; Tampa, FL

- +$850 Million in TIV, multiple structures / locations
- Building, Contents, & PITO
- Research and Hospital Buildings

Sarasota – Manatee Airport Authority (SRQ)

- + (50) major structures / improvements; multiple locations
- Complex Buildings / Structures, Contents, & PITO

ACCURACY YOU CAN LEVERAGE!

Attachment: Approval to Purchase - Quotes (19959 : AssetWorks - Appraisals on County Properties and Buildings)

What They're Saying About Us:

CORSA
County Risk Sharing Authority

"Working with HCA has been an excellent experience. They collaborated with us to educate our members and were instrumental in the implementation of importing appraisal data into our PMIS. They are very responsive, courteous and are consummate professionals."

Sherry Barbosky, CIC, CRM
Underwriting Manager, County Risk Sharing Authority

VRSA
Virginia Risk Sharing Association

"HCA has been an excellent partner for more than 12 years. They are flexible in their scheduling and always find time to make changes while staying on schedule and within our budget. The pictures HCA provides tell the true story, and the information is always complete, well documented, and presented in an easily exportable format."

Cathie Moreland-Hasty, AU, ARM-P
Director of Underwriting, VRSA Insurance Programs

D. PROPOSAL PLAN & METHODOLOGY

- **Project Management Planning**
  You will play a significant role in the planning process. We will rely on the County to assist with project announcements to your departments, and we'll require contact information provided for each specific area to schedule the onsite portions of our work.

- **Fieldwork Execution**
  Our Project Management team will assemble our full-time fieldwork staff to execute all phases of the fieldwork in a timely manner. Once the designated locations have been contacted by the County staff with project announcement details, we will begin arranging the fieldwork. Our onsite work will be efficient and limited to only a few days, minimizing disruptions to your daily routines and member activities.

- **Office Valuation**
  Following completion of the fieldwork and data collection process, our staff will begin the valuation of the property utilizing (primarily) the CoreLogic MSB/BVS programs and data to generate our conclusions of value. The detailed approach employed by our team enables our staff to assess unique construction components and features which may not be reflected in base valuation models.

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- **Report Review & Preparation**
  Upon completion of the initial valuation work, our project management team performs a thorough review of each member's conclusions of value. As part of that process, a comparison of the new values to the original SOV is performed to identify potential situations where HCA values may differ in a significant manner – typically triggering a secondary review. Each building is ***reviewed at least twice*** in our processing finals.

- **Final Report and Data Transfer**
  Once the final review has been completed, our reports are prepared in both .pdf and electronic (Excel) formats, as agreed upon in the planning stages, and transferred to the County. We will implement mutually agreeable schedules for the reporting of values (electronically). Specific deliverables are outlined below.

VALUATION METHODOLOGY

HCA's valuation consulting service will provide the County with reliable and accurate insurable values on all included property. For all properties, detailed construction components will be inventoried, reviewed and evaluated to arrive at our conclusions of value.

Our service will exclude land, undesignated land improvements, works of art, fine arts / antiques, personal property of employees, mobile property scheduled elsewhere, and licensed vehicles. We detail these approaches further below.

During the course of the inventory and subsequent valuation research, our appraisers will make a determination of **Replacement Cost** and insurance exclusions. These terms are defined as follows:

Replacement Cost Value (RCV) is the cost to construct or replace, at one time, an entire building of equal quality and utility. Modern materials and current methods, designs, and layouts are used for replacement. Replacement Cost does not take into consideration improvements necessary to conform to changed building codes, demolition, debris removal, site accessibility or site work, reuse of building components or services, overtime, bonuses for labor, soft costs, extraordinary fees, premiums for materials, or other contingencies. For insurance purposes, the prices used for labor, materials, overhead, profit and fees are those in effect as of the date of our appraisal or subsequent update.

Exclusion is a provision in an insurance contract describing property or types of property that are not covered by the policy. We anticipate reviewing these and

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comparing them to current coverage documents in force prior to commencement of the work. Typical exclusion items are as follows: Site Preparation; Footings and Foundations (below the lowest occupied level); and, Underground Portions of Plumbing.

Building Inspection and Data Collection Methodology

Buildings included in our appraisal will be recorded and categorized by location and building/segment. Each and every building included in our work will be physically inspected by members of our fulltime appraisal staff. This detailed recording of buildings will assist in reporting asset valuation totals for various insurance formats. Additionally, it will aid in avoiding duplications or omission of coverage when the reports are utilized by underwriters.

The buildings/segments appraised by our team will be carefully recorded and analyzed. Exterior and (as needed) interior photographs, along with short description of each image, will be included for subject structures, becoming part of our proof of loss documentation and final reports. A narrative description of each building will also be developed, showing construction type and materials. Building characteristics listed below will be individually inventoried, analyzed and reported, as applicable.

- Appraisal as-of Date
- Building ID # and Name
- Location ID# and Name
- Occupancy / Use
- Building RCV
- Property Narrative (ext. Desc.)
- Construction Type (M&S Class)
- Exterior Wall Construction
- Number of Stories
- Interior Finishes (floor, ceiling, partition)
- Additions Years
- Flood Hazard Zone
- **Roof Shape (see SOV)**
- **Roof Age (see SOV)**
- Property Description
- Physical Street Address
- Fire Protection Systems
- Year Built
- Contents RCV
- ISO Construction Class
- Sprinklered & Percentage
- Gross Square Footage
- GPS – Latitude / Longitude
- Basement Info & SF
- Renovations Years
- Elevation
- **Roof Cover (see SOV)**
- **Other Data (tbd)**

Above is a starting point for our discussions in terms of identifying the specific needs of your program. Specifically ***what*** you would like collected, and ***how*** you'd like to see that data in our resulting reports and data export will be finalized in the project planning stage of this process.

In addition to the analysis of individual building components, construction classes will also be recorded. ISO classes 1-6, as defined in the Commercial Fire Ratings Schedule (CFRS) are defined in terms of the Marshall and Swift/Boeckh classes, as follows:

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ISO Class	ISO Classification	MSB Class
1	Frame/Combustible	D
2	Joisted Masonry	C
3	Non-Combustible	S
4	Masonry Non-Combustible	C
5	Modified Fire Resistive	A
6	Fire Resistive	B

Contents Valuation Methodology

HCA will estimate the value of contents utilizing a combination of modeling and tallying. Please note: this is a unique approach that is not commonly employed by others in our field. It requires more man-hours than the typical "modeling" utilized by other companies. However, we are confident that this is a more accurate methodology.

Utilizing our many years of appraisal experience in the public entity and nonprofit sectors, our firm has developed specific Contents Valuation models for nearly 100 different types of occupancies. During our physical walk-through of the subject structures for our Building appraisal, our staff will review the contents contained therein and compare their observations to the appropriate model, taking note of distinguishing characteristics such as density of occupation, quality of contents, etc. For many buildings/structures – or equipment intensive areas within subject buildings – HCA will conduct an equipment tally utilizing a room-by-room inspection approach. This adds a further level of detail and comfort as we review the overall valuation estimate for that specific Building.

Property In The Open Valuation Methodology

Our staff will record major items of property in the open which are not physically attached to the subject buildings at each site, and provide aggregate values by location, at the discretion of the County. If these items are not specifically designated by the County for onsite appraisal, PITO will be excluded from consideration. Items frequently included in this category are playground equipment (including soft landing zone components), fencing, lighting, flag poles, tennis court surfaces, and similar assets of significant value which are typically not classified as a "building" but still represent an exposure warranting coverage.

Reports / Deliverables

Deliverables will include PDF formats of each report, sorted by Location, as well as full data export in Excel format (including all fields of data collected and reported by HCA), customized for transfer between systems. We will coordinate your desired methodology for delivery of the data as the work is executed. These issues will be discussed and agreed upon in the planning stage of our assignment.

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Each report will include a Certificate Letter, in full compliance with Uniform Standards of Professional Appraisal Practice (USPAP), which will clearly outline the following:

- Identify the purpose of the appraisal;
- Define the premise of value employed;
- Review the methodologies used;
- Identify the properties included in the appraisal;
- Describe the nature of all property inclusions / exclusions;
- Specify the "as-of" date of our appraisal;
- Present the conclusions of value;
- Outline the qualifying and limiting conditions; and,
- Include the signature of the responsible appraiser.

Following are several examples of our reports and data export layouts:

Sample Summary Report (PARS)

Insurance Summary Report -RCV

Public Risk Management of Florida 2020

City of Zephyrhills

As of Date: 03/10/2020

				Year Built	ISO Class	No. Of Stories	Square Footage	Replacement Cost (RC) Building (Less Exclusions)	Contents	EDP	Total
SITE:	**0002**	**Alice Hall Community Building**									
	BLDG: A	**Alice Hall Community Building** 38116 5TH AVENUE ZEPHYRHILLS, FL 33542		1983	4	1	3,596	$xxx,xxx	$xx,xxx	$0	$xxx,xxx
			Site Totals:					$xxx,xxx	$xx,xxx	$0	$xxx,xxx
SITE:	**0003**	**City Hall**									
	BLDG: A	**City Hall** 5335 8TH ST ZEPHYRHILLS, FL 33542		2018	4	2	21,430	$x,xxx,xxx	$xxx,xxx	$xxx,xxx	$x,xxx,xxx
			Site Totals:					$x,xxx,xxx	$xxx,xxx	$xxx,xxx	$x,xxx,xxx
SITE:	**0004**	**Fire Station 2**									
	BLDG: A	**Fire Station 2** 38410 6TH AVENUE ZEPHYRHILLS, FL 33542		1985	4	1	7,524	$x,xxx,xxx	$xxx,xxx	$xx,xxx	$x,xxx,xxx
			Site Totals:					$x,xxx,xxx	$xxx,xxx	$xx,xxx	$x,xxx,xxx
SITE:	**0005**	**Library**									
	BLDG: A	**Library** 5347 8TH STREET ZEPHYRHILLS, FL 33542		2014	4	1	8,463	$x,xxx,xxx	$xxx,xxx	$xx,xxx	$x,xxx,xxx
			Site Totals:					$x,xxx,xxx	$xxx,xxx	$xx,xxx	$x,xxx,xxx

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Sample Detail Report – Example

HCA Asset Management, LLC
Sample Properties, Inc.
Insurance Detail Report
As of date: 8/2/20xx

ENTITY:	**BW**	Sample Woods, ZZ
SITE:	**01**	Beautiful Sample Hotel & Resort
BUILDING:	**01**	HOTEL / CONFERENCE CENTER / SPA
ADDRESS:		000 N WASHINGTON ROAD SAMPLE WOODS, zz 01234
OCCUPANCY:		HOTEL PROPERTY
FIRE PROTECTION AND SAFETY:		AUTO FIRE PROTECTION/ALARM SYS. EMERGENCY BACK-UP GENERATOR EMERGENCY LIGHTING EXIT LIGHTING MANUAL FIRE ALARM PULL STATIONS SECURITY CAMERAS SPRINKLER SYSTEM
SPRINKLERED (YES-% OR NO):		100%
FOUNDATION:		CONCRETE FOOTING CONCRETE SLAB STONE
EXTERIOR WALLS:		NATIVE STONE - SOLID/ASHLAR E.I.F.S. ON STUD STUCCO ON MASONRY STUCCO ON STUD
ROOFING:		SINGLE PLY MEMBRANE METAL - STANDING SEAM
PARTITION WALLS:		BRICK DRYWALL ON STUD PLASTER ON LATH
CEILING:		ACOUSTICAL TILE DRYWALL PLASTER
BUILDING SERVICES:		ELECTRIC HEATING - CENTRAL HOT WATER PLUMBING AIRCONDITIONING-CHILLED WATER
FLOORING:		CARPETING CERAMIC TILE WOOD
BUILDING FEATURES:		AUTOMATIC DOOR OPENERS BALCONY BUILT-IN CABINETS & SHELVING ELEVATOR-PASSENGER EXHAUST HOODS-KITCHEN UNIQUE - SEE NARRATIVE BELOW PORTE COCHERE FIREPLACE(S)

ISO CONSTRUCTION CLASS:	FRAME / COMBUSTIBLE
FRAMING:	WOOD
DATE OF CONSTRUCTION:	1902
ADDITIONS (YES-YR. OR NO):	2009
RENOVATIONS (YES-YR OR NO):	2006 THRU 2013
NUMBER OF STORIES:	2 & 7
GROSS/BASEMENT SF:	333,938 / 0
ELEVATION (FT):	1641
FLOOD ZONE:	X
LATITUDE/LONGITUDE:	44.257255°N 71.439575°W



Main Entrance / Porte Cochere - West Exposure

BUILDING:

REPLACEMENT COST NEW (RC):	$xx,xxx,xxx
EXCLUSION AMOUNT:	$y,yyy,yyy
RC MINUS EXCLUSIONS:	$z,zzz,zzz
PROPERTY IN THE OPEN:	$0

PERSONAL PROPERTY:

CONTENT VALUE:	$a,aaa,aaa
EDP:	$0

BUILDING NOTES:
HISTORIC, 200-ROOM HOTEL/RESORT PROPERTY WITH SIGNIFICANT RENOVATION / ADDITION WORK DONE OVER THE LAST 6 YEARS. LISTED ON NATIONAL REGISTER IN 1978 (#78000213). FEATURES INCLUDE LOBBY LEVEL COMMON AREAS WITH TIFFANY GLASS FEATURES (>140 SECTIONS); PLASTER MOLDINGS, (6) LARGE, CONVERTED (GAS) FIREPLACES; RESTAURANTS; GRAND BALLROOM; AND CONSERVATORY. MAIN KITCHEN IS ALSO IN NORTH WING OF THE MAIN LEVEL. 2009 SPA/CONFERENCE SPACE ADDITION IS 2-STORY WITH ROOFTOP TERRACE & (3) ELEVATORS. BUILDING HAS (2) LARGE BACK-UP GEN SETS.

Attachment: Approval to Purchase - Quotes (19959 : AssetWorks - Appraisals on County Properties and Buildings)

Proposed Timeline

✓ Proposal Date	November, 2021
✓ Award of Project	Q1, 2022
✓ Commencement	2022
✓ Report & Data Delivery	Within 60 Days of On-Site Appraisal.

E. TERMS, ASSUMPTIONS AND GENERAL CONDITIONS

Expectations of the County:
HCA understands that your expertise and resources are committed in areas other than performing the actual appraisals. As such, we contemplate performing the overwhelming majority of tasks associated with implementing the appraisal. There are, however, certain areas in which we will seek your assistance, as follows:

- Initial project planning – We would anticipate involvement of your project staff in planning and preparation for this engagement, especially in selecting the best times for our field inventory.
- Departmental notification and contact information – We will look to your team to send out initial notices to the respective departments/locations included in each round of appraisals. HCA will work closely with your team to ensure our work minimizes potential disruption of staff schedules.
- Confirmation of property data – As we prepare for the initial project, it will be important to confirm a current / updated listing (SOV) of data for your entire property portfolio.

General HCA Statements:

- ✓ HCA will maintain and house copies of our project backup and field notes, all relative correspondence, and the final reports and database(s) for a period not less than five years after preparation or at least two years after final disposition of any judicial proceeding in which the appraiser provided testimony related to the assignment, whichever period expires last. This policy is outlined in accordance with the American Society of Appraisers and USPAP.
- ✓ All information provided to HCA in this process will be kept confidential and will only be used only in preparing this proposal and entering into a resulting agreement.
- ✓ HCA will render teleconference advisory services at no charge to County and/or its agents / brokers regarding the procedures and methods used in the appraisal process and the resulting values of the assets appraised.

Attachment: Approval to Purchase - Quotes (19959 : AssetWorks - Appraisals on County Properties and Buildings)

- ✓ HCA will invoice the County for professional services rendered throughout the progress of our work.
- ✓ Our fees are inclusive of all out-of-pocket expenses needed to complete the work.
- ✓ Fees and terms quoted in this proposal are valid until at least December 31, 2021.

F. PROJECT FEE SUMMARY

We have relied on the County's data to develop approximate counts of structures. From your recent Statement of Values, we have estimated: 202 total structures / property line items, including other significant property in the open. Our proposed fees have been developed based on this data. Pricing below includes all out-of-pocket expenses required to complete our work.

	Fees
2022 Insurance Appraisal	
Base Fees	**$ 25,000**
Optional (surcharge) rate for Historic Reproduction Cost	**$ 500/bldg**

General Notes:

- Above (base) fee includes valuation of Building/Structure; estimation of Content values; and valuation of PITO at each subject site. Also included is the formatting of final data files to accommodate successful export.
- Other structures or locations added to the scope of our work will incur additional charges; these will be reviewed with the County if they should arise during the course of our engagement. Buildings added to the scope of our work will be invoiced at a rate of $125/building.

ACCEPTED BY: Citrus County, FL

(By Authorized Representative)

Name: **Title:** **Date**

OFFERED BY:

Mark T. Hessel, Senior Vice President,
HCA Asset Management, LLC

ACCURACY YOU CAN LEVERAGE!

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Covered Party:	Citrus County, Florida

PRIA
PUBLIC RISK INSURANCE ADVISORS

Non-Utility Appraisal Comparison

January 2022

AssetWorks		Industrial Appraisal Co		HCA Asset Management	
AssetWorks Appraisal (1 Year)		**Appraisal (1Year Project)**		**Appraisal (1 Year Project)**	
Estimated Total Structures	$19,440	Estimated Total Structures	$33,500	Estimated Total Structures	$25,000
PITO	$11,760	PITO	Included	PITO	Included
Secondary Data	$2,460	Secondary Data	NA	Secondary Data	Included
Upload into Asset Mgmt Software	Included	Upload into Asset Mgmt Software	NO	Upload into Asset Mgmt Software	NO
Estimated Grand Total	**$33,660**	**Estimated Grand Total**	**$33,500**	**Estimated Grand Total**	**$25,000**

- Appraisal of Buildings/Structures
- Primary COPE Data (Includes GPS Coordinates)
- Secondary Building Characteristics
- Value Comparison Reports
- Modeling of Building Contents
- Classification of Flood Zones

This proposal is intended to give a brief overview. Higher limits may be available. Please refer to coverage forms for complete details regarding definition of terms, exclusions and limitations.

Attachment: Spreadsheet - Quotes (19959 : AssetWorks - Appraisals on County Properties and Buildings)

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is effective 2/17/22 ("Effective Date") and entered into between AssetWorks Risk Management Inc. ("AssetWorks"), a Delaware corporation registered to do business in the State of Florida, located at 400 Holiday Drive, Suite 200, Pittsburgh, PA 15220 and Citrus County, Florida ("Client" or "County"), located at 3600 Sovereign Path, Lecanto, FL 34461. In consideration of the mutual covenants contained herein, the parties agree as follows:

1. Services.

1.1 Services and Statements of Work. In consideration of the fees paid by Client hereunder, AssetWorks will provide Client with the Services described in Statements of Work (each, a "SOW") executed by the parties which reference this Agreement. The SOW will set forth the relevant project details. Project completion will be upon delivery of the final reports, which reports will be delivered to Client electronically via a link to AssetWorks' proprietary application ("Application"). Final report delivery occurs upon the earlier of: (i) acceptance of the preliminary reports by Client or (ii) ten (10) business days after the date of preliminary report delivery, at which time the preliminary reports are then deemed the final reports.

1.2 Access. Client agrees to cooperate with AssetWorks in providing access to Client's property and assets as required for AssetWorks to perform the Services. Failure to provide such access will cause delay in Service delivery and be subject to additional fees.

1.3 A Summary Appraisal Report will be provided by AssetWorks in the final reports package. This report includes Value Definitions, Effective Dates, Valuation Methodology, Summary Values and general Assumptions and Limiting Conditions for the valuation findings provided.

2. Intellectual Property Rights.

2.1 Ownership. AssetWorks owns all intellectual property rights in and to the Services any related data (excluding Client Data as defined below), documentation, techniques, tools, and software used by AssetWorks to deliver the Services. For clarity, Client obtains no interest in the Services except as expressly provided in this Agreement.

2.2 Client Data. Client shall retain all right, title, and interest in and to the Client Data provided by Client to AssetWorks in connection with the Services (collectively, "Client Data"). AssetWorks shall provide guidance to Client in determining the Client Data required by AssetWorks for purposes of performing the Services. Client agrees to provide AssetWorks with all data specifically requested, including documentation and information, in a timely manner. In its performance of the Services, AssetWorks will rely on the Client Data provided by Client. AssetWorks shall assume, without incurring liability therefore, that all Client Data provided by Client is correct and complete. If Client provides additional and/or corrected Client Data at a later date, AssetWorks' efforts with respect to such additional and/or corrected Client Data shall be deemed additional Services and subject to additional fees. Client grants to AssetWorks a royalty-free, non-exclusive, non-transferable license for the term of this Agreement to use Client Data to the extent necessary to perform the Services. Client is solely responsible for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Client Data.

Attachment: AssetWorks Agreement (19959 : AssetWorks - Appraisals on County Properties and Buildings)

3. Fees and Payment.

3.1 Fees. Client shall pay the Service fees set forth in the applicable SOW.

3.2 Payment. AssetWorks will invoice seventy percent (70%) of the Service fees upon completion of the fieldwork portion of the project and the remaining thirty percent (30%) of fees upon delivery of the preliminary reports. Unless otherwise provided in the SOW, Client agrees to pay all fees set forth in the applicable SOW within thirty (30) days of the invoice date. With regard to any invoiced amount that is not paid when due, AssetWorks reserves the right to charge Client interest on the unpaid balance from the due date until paid equal to the lesser of one- and one-half percent (1.5%) per month, or the maximum amount allowable by law. All fees are non-refundable, except as otherwise explicitly stated in this Agreement.

4. Term and Termination.

4.1 Term. This Agreement shall commence on the Effective Date and continue for a term of one (1) year.

4.2 Termination. Either party may terminate this Agreement if the other party breaches any material provision of this Agreement and does not cure the breach within thirty (30) days after receiving written notice. Either party may terminate any individual SOW in accordance with the terms stated in such SOW or, if no such terms, upon providing ninety (90) days' written notice to the other party.

4.3 Effect of Termination. Upon termination of this Agreement, Client shall immediately cease using the Services and all SOWs will be deemed terminated. Client shall pay AssetWorks all fees due for Services provided through the date of termination in accordance with Section 3.2.

4.4 Suspension or Termination of Services. AssetWorks may suspend or terminate Client's access to the Services if Client fails to pay any fees when due which remain unpaid for thirty (30) days after receipt of notice. AssetWorks reserves the right to temporarily suspend the Services based on its good faith belief that it is necessary to protect the integrity of the Services.

5. Confidentiality.

5.1 Confidential Information. Each party (the "Disclosing Party") may from time to time during the term of this Agreement disclose to the other party (the "Receiving Party") certain information relating to trade secrets, data, designs, drawings, documentation, software (regardless of form or media), prototypes, processes, methods, concepts, research, development, facilities, employees, vendors, clients, marketing, financials, business activities, and other confidential or proprietary information (collectively "Confidential Information"). To the extent practicable, the Disclosing Party shall mark and/or identify Confidential Information as confidential or proprietary at the time of disclosure; provided however, this Agreement shall also apply to information which, based on its nature, is reasonably expected to be deemed confidential. Furthermore, whether or not so marked or identified, insofar as allowed under Florida law, the Services and any related data, and any quantitative analysis of the Services or performance of the Services are deemed the Confidential Information of AssetWorks, and the Client Data is deemed the Confidential Information of Client.

Attachment: AssetWorks Agreement (19959 : AssetWorks - Appraisals on County Properties and Buildings)

5.2 Exceptions. Confidential Information shall not include information that: (a) becomes generally available to the public through no fault of the Receiving Party; (b) is lawfully provided to the Receiving Party by a third party not under an obligation of confidentiality; (c) was lawfully possessed by the Receiving Party prior to receiving the Confidential Information from the Disclosing Party, as evidenced by the Receiving Party's records; or (d) the Receiving Party can demonstrate was independently developed by Receiving Party without use of the Disclosing Party's Confidential Information. The Receiving Party may disclose Confidential Information pursuant to applicable law, regulation, court order, or other legal process; provided, (i) if allowed by law, the Receiving Party has given the Disclosing Party prompt written notice of such required disclosure so that the Disclosing Party may seek a protective order or other appropriate remedy and (ii) the Receiving Party discloses only that portion of the requested Confidential Information that, in the opinion of its legal counsel, it is required to disclose.

5.3 Non-Disclosure and Non-Use. The Receiving Party agrees that it shall not use Confidential Information, or disclose any Confidential Information to any third party, except as expressly permitted under this Agreement. The Receiving Party shall not provide access to the Confidential Information to anyone other than those of its employees, contractors, and financial and legal advisors who have a need to know, who have confidentiality obligations no less restrictive than those set forth herein, and who have been informed of the confidential nature of such information. The Receiving Party shall protect the Confidential Information from unauthorized use, access, or disclosure in the same manner as it protects its own confidential or proprietary information of a similar nature, and in any event with at least a reasonable degree of care.

6. Representations and Warranties.

6.1 General Warranty. Each party represents and warrants: (i) it has the full power and authority to enter into this Agreement; (ii) its execution and performance of this Agreement have been duly authorized by all necessary corporate action on behalf of such party; and (iii) the person signing this Agreement on behalf of such party has the full authority to do so.

6.2 Limited Warranty. AssetWorks warrants it will perform the Services in accordance with the Agreement and any applicable SOWs. AssetWorks further warrants that all Services will be performed in a good and workmanlike manner in accordance with industry standards. Client's exclusive remedy, and AssetWorks' sole liability, for breach of this warranty shall be for AssetWorks to use commercially reasonable efforts to re-perform the affected Services, provided that Client has given written notice to AssetWorks within ninety (90) days of discovery of the non-conformance. AssetWorks shall, to the extent reasonably possible and permissible, pass-through or assign to Client all available warranties it receives from a third-party provider for third party products or services provided by AssetWorks to Client under this Agreement.

6.3 Disclaimer of Warranty. The express warranties set forth in this agreement are in lieu of all other warranties, expressed or implied, including, but not limited to, any warranty with respect to third party products or third party services, the performance of any hardware or software used in performing services, the results to be obtained from the services or the results of any recommendation AssetWorks

Attachment: AssetWorks Agreement (19959 : AssetWorks - Appraisals on County Properties and Buildings)

may make, and any implied warranties concerning performance, merchantability, fitness for use for a particular purpose, and non-infringement.

6.4 Client Responsibilities. Client is responsible for maintaining a backup of Client Data. AssetWorks will not be responsible for loss of or damage to any data or loss of use. Client acknowledges that AssetWorks' performance and delivery of the Services are contingent upon: (i) Client providing safe and hazard-free access to its personnel, facilities, equipment, hardware, software, network, and Client Data and (ii) Client's timely decision-making, notification of relevant issues or information and granting of required permission and/or approval. Customer will promptly obtain and provide to AssetWorks any required licenses, approvals or consents necessary for AssetWorks' performance of the Services.

7. Indemnification.

7.1 AssetWorks will defend and indemnify Client against any claim, action, suit, or proceeding brought by a third party ("Claim") to the extent Client's use of the Services within the scope of this Agreement directly infringes a United States patent or copyright issued to or held by a third party, or misappropriates a trade secret of such third party; provided, Client notifies AssetWorks promptly in writing of such Claim and provides AssetWorks with the sole control, authority, information and assistance necessary to defend or settle such Claim.

7.2 In the event of an infringement Claim, or AssetWorks believes that such a Claim is likely, then AssetWorks shall, at its expense: (i) procure the right for Client to continue using the Services; (ii) replace or modify the Services so that it becomes non-infringing, without materially decreasing the functionality of the Services; or (iii) if neither (i) or (ii) is commercially practical, then, at AssetWorks' sole option, terminate this Agreement and refund a portion of the Service fee paid by Client for the period in which the Services were affected by such infringement.

7.3 AssetWorks will not be liable for any infringement Claim based upon any (i) modification of the Services made by anyone other than AssetWorks; (ii) use of the Services in combination with any service, software, or other technology not supplied by AssetWorks or in which the Services were not intended to be used, to the extent such Claim would not have arisen but for such combination (regardless of whether or not AssetWorks has advised Client that such use would likely result in a Claim of infringement by a third party); or (iii) use of the Services contrary to the terms of this Agreement.

7.4 The foregoing states AssetWorks' sole and exclusive liability and the sole and exclusive remedy of client with respect to any claim of infringement or misappropriation of intellectual property rights or proprietary rights of any third party.

8. Limitation of Liability.

8.1 Neither party shall be liable for any indirect, incidental, consequential, exemplary, special, or punitive damages including, without limitation, any damages resulting from loss of use, loss of business, loss of revenue, loss of profits, or loss of data, even if a party has been advised of the possibility of such damages.

Attachment: AssetWorks Agreement (19959 : AssetWorks - Appraisals on County Properties and Buildings)

8.2 AssetWorks' entire liability under this Agreement or in any way related to the Services will be limited to direct damages in an amount equal to the fees paid by Client to AssetWorks pursuant to the applicable SOW during the twelve (12) month period immediately preceding the Claim.

9. General.

9.1 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida without regard to conflicts of law principles.

9.2 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable for any reason, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions hereof shall be unaffected and remain in full force and effect.

9.3 Modification and Waiver. Any modification, amendment, supplement, waiver, or other change to this Agreement must be in writing and signed by duly authorized representatives of each party. Any waiver or failure to enforce any provision of this Agreement on any occasion shall not be deemed a waiver of any other provision or of such provision on any other occasion.

9.4 Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent, which shall not be unreasonably withheld; provided, however, either party may assign this Agreement in its entirety, without the other party's consent, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. This Agreement shall be binding upon and inure to the benefit of the successors in interest and permitted assigns of the respective parties.

9.5 Remedies. Intentionally Omitted.

9.6 Survival. All provisions of this Agreement, which by their nature should survive termination of this Agreement, will so survive.

9.7 Force Majeure. Neither party shall be in breach of this Agreement nor liable for delay in performing or failure to perform any of its obligations under this Agreement if such delay or failure result from events, circumstances, or causes beyond its reasonable control; provided, that the party affected by such failure or delay gives the other party prompt written notice of the cause and uses commercially reasonable efforts to correct such failure or delay within a reasonable period of time.

9.8 Headings. The headings and subheadings contained herein are inserted for convenience of reference only and shall in no way be construed to be interpretations of terms.

9.9 Notices. All notices under this Agreement shall be in writing and shall be deemed given upon personal delivery, delivery by prepaid overnight courier or first class mail to the intended recipient at its address listed above or other such address as the parties may indicate in writing.

Attachment: AssetWorks Agreement (19959 : AssetWorks - Appraisals on County Properties and Buildings)

9.10 Entire Agreement. This Agreement, including SOWs or other attachments hereto and any amendments or written documentation executed by the parties, are the final, complete, and exclusive agreement between the parties relating to the subject matter hereof, and supersede all prior or contemporaneous proposals, understandings, representations, warranties, promises, and other communications, whether oral or written, relating to such subject matter.

9.11 Counterparts. This Agreement, and any amendment or waiver of the terms hereof, may be signed in counterparts, each of which will constitute an original and all of which together will constitute one and the same instrument. Any signature may be delivered by facsimile or electronic format, which will have the effect of an original signature.

10. Additional Terms: Citrus County, Florida Terms and Conditions.

10.1 Public Records. AssetWorks will keep and maintain applicable public records required by County in connection with AssetWorks' performance of the Services. Upon request from County's custodian of public records, AssetWorks will provide County with a copy of such requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statues, or as otherwise provided by law for a period of five (5) years. AssetWorks will provide County access to all records applicable to AssetWorks' performance of its obligations under this Agreement. AssetWorks will endeavor to ensure that the public records that are exempt or confidential and exempt from public records disclosure requirements as indicated by County are not disclosed except as authorized by law for the duration of the term of the Agreement and following completion of the Agreement if Consultant does not transfer the records to County. Upon completion of the Agreement, AssetWorks will transfer, at no cost, to County all public records in possession of AssetWorks or keep and maintain public records required by County to perform the service. If AssetWorks transfers all public records to County upon completion of the Agreement, AssetWorks shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If AssetWorks keeps and maintains public records upon completion of the Agreement, AssetWorks shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County, upon request from County's custodian of public records, in a format that is compatible with the information technology system of County. If AssetWorks does not comply with County's request for public records, County shall enforce the provisions of the Agreement in accordance with the terms of the Agreement and may cancel the Agreement.

IF ASSETWORKS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ASSETWORKS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT NANCY KINCH, CUSTODIAN OF PUBLIC RECORDS, AT 3600 W. SOVEREIGN PATH, LECANTO, FL 34461; EMAIL: NANCY.KINCH@CITRUSBOCC.COM; PHONE: (352) 527- 5235.

10.2 Insurance. During the term of the Agreement, AssetWorks, 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 AssetWorks. AssetWorks shall provide County a certificate(s) of insurance, evidencing such coverage.

Attachment: AssetWorks Agreement (19959 : AssetWorks - Appraisals on County Properties and Buildings)

10.2.1 Minimum Insurance Requirements. Pursuant to Section 337.106, Florida Statues, AssetWorks shall procure and maintain for the duration of the Agreement 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 AssetWorks, its agents, representatives, employees or subconsultants. The coverages, limits or endorsements required herein protect the primary interests of County, and these coverages, limits or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect AssetWorks 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 AssetWorks under this Agreement.

10.2.2 Commercial General Liability. Respondent must obtain a General Liability policy with a minimum limit of $1,000,000 per occurrence, and a $2,000,000 general aggregate.

10.2.3 Automobile Liability. AssetWorks 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 AssetWorks does not own vehicles, AssetWorks shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

10.2.4 Workers Compensation and Employer's Liability.

(a) AssetWorks 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.

(b) For any officer of a AssetWorks that has exempt status as an individual, County requires proof of workers compensation insurance coverage for that AssetWorks/employer/owner's employees. If AssetWorks/employer/owner or individual has applied for a workers compensation exemption, County does not recognize this exemption to extend to the employees of AssetWorks/employer/owner.

(c) The purpose of this section is to ensure that all consultants, subconsultants, sole proprietors, or business entities of any kind who contract with County for provision of goods or services, provide workers' compensation coverage for all employees, and principles of consultants, subconsultants, sole proprietors, or other business entities. All provisions of this Section shall be construed in accord with this intent.

10.2.5 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.

10.2.6 Other Insurance Provisions.

Attachment: AssetWorks Agreement (19959 : AssetWorks - Appraisals on County Properties and Buildings)

(a) AssetWorks 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 Agreement (original if Agreement is renewed) or prior.

(b) The project's number should be noted on the certificate, if applicable.

(c) 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 in the event the policy is canceled.

(d) Citrus County, Florida, a political subdivision of the State of Florida, its officials, employees and volunteers are to be covered as an Additional Insured on all policies except Workers Compensation and Professional Liability. The coverage shall contain no special limitation on the scope of protection specifically afforded to County, its officials, employees or volunteers.

(e) AssetWorks' 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 AssetWorks' insurance and shall be non-contributory.

(f) For all policies of insurance except Professional Liability. AssetWorks, and its insurance carrier, waive all subrogation rights against County for all losses or damages that occur during the Agreement and for any events occurring during the Agreement period, whether the suit is brought during the Agreement 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.

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

(h) It is AssetWorks' responsibility to insure that all subconsultants, if any, comply with these insurance requirements. Consultants shall include all subconsultants as insured under its policies or shall furnish separate certificates and endorsements for each sub-consultant, if applicable. All coverages for subconsultants shall be subject to all of the requirements stated herein.

(i) 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.

(j) All Certificates must show that AssetWorks' policies have been endorsed per the requirements.

(k) Once ALL paperwork is completed and received by County, an email will be sent to AssetWorks 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

Attachment: AssetWorks Agreement (19959 : AssetWorks - Appraisals on County Properties and Buildings)

registration process includes providing contact information for AssetWorks' 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. AssetWorks 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 AssetWorks' agent(s).

10.3 Additional Indemnification. AssetWorks shall indemnify and hold harmless County, their officers, and employees, from Claims, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of AssetWorks and persons employed or utilized by AssetWorks, including any subcontractors, in the performance of the construction contract. Neither AssetWorks 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 required by applicable law, any sums due AssetWorks 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.

10.4 Either party may terminate this Agreement for convenience by giving the other party thirty days notice.

The parties, through their authorized representatives, have executed this Agreement as of the Effective Date.

Client: Citrus County, Florida

By: _____

Name: Ronald E. Kitchen, Jr.

Title: Chairman

Date: _____

AssetWorks Risk Management Inc.

By: _____

Name: SHAWN CALLAHAN

Title: VICE PRESIDENT

Date: 2/17/22

Attachment: AssetWorks Agreement (19959 : AssetWorks - Appraisals on County Properties and Buildings)

SCHEDULE A

This Schedule A sets forth details regarding the Services to be provided and the corresponding fees.

APPRAISAL/VALUATION SERVICES FEES					
SERVICE	**THRESHOLD**	**UOM**	**QTY**	**RATE**	**FEE**
On-Site Insurance Appraisal Services	$50,000	Buildings	144	$135	$19,440.00
Secondary COPE - Windstorm Characteristics		Buildings	164	$15	$2,460.00
Property in the Open	$120/Location	PITO	98	$120	$11,760.00
				TOTAL FEE:	**$33,660**

Attachment: AssetWorks Agreement (19959 : AssetWorks - Appraisals on County Properties and Buildings)

Received original agreements and added to agenda item on 2/28/22

Attachment: Added Final Executed Agreement (19959 : AssetWorks - Appraisals on County Properties and Buildings)

AGENDA MEMORANDUM

FROM:	Colleen Scott, Management & Budget Director
SUBJECT:	RESTORE Act - GrantSolutions Grantee User Account Request Form
AGENDA DATE:	**March 08, 2022**

BRIEF OVERVIEW:

In order to interact with GrantSolutions, which is the US Treasury Department's access portal for RESTORE Act Direct Component (Pot 1), a Grantee User Account Request Form is required to be filed with that agency. This form designates the responsible County representatives who have the authority to act on the County's behalf with regard to RESTORE Act Direct Component grant funding. Grantee User Request Forms were submitted previously, but with changes to staff and the Board, revised forms are required to re-designate the responsible individuals. The purpose of this request is to approve the Role Authority for the Treasury Department's GrantSolutions site and authorize signing of the necessary Grantee User Account Request Forms by the Authorizing Official.

The responsible officials are:
Authorizing Official - BOCC Chairman
Program Director/Principal Investigator - County Administrator
Financial Officer - Director of the Office of Management & Budget

BUDGET IMPACT/FUNDING SOURCE:

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

No budgetary impact.

RECOMMENDED ACTION:

a. Approve and authorize the Chairman to sign the Grantee User Account Request Forms as the Authorizing Official.

b. Approve submission of Grantee User Account Request Forms.

GrantSolutions
PARTNERS IN INNOVATION

Grant Recipient User Account Request Form: Part 1

Rules of Behavior

As a User granted Grant Recipient access in GrantSolutions, I agree to abide by the following:

- I will not disclose data from the GrantSolutions system to any unauthorized users.
- I will not make any unencrypted electronic copies of data from the GrantSolutions system.
- I will take all reasonable steps to ensure I do not violate the privacy and confidentiality of all data from the GrantSolutions systems as per the Privacy Act of 1974.
- I will ensure the proper disposal of data (in any format) and printed reports.
- I will access the GrantSolutions system only to the extent that my duties require such access.
- I will report inappropriate or malicious use of the GrantSolutions system to the GrantSolutions Help Desk (at help@grantsolutions.gov or toll-free at (866) 577-0771) and to the GrantSolutions Information System Security Officer at security@grantsolutions.gov.
- I will immediately notify the GrantSolutions Help Desk of any account changes, including the need to close my account.

User Name (Printed) Ronald E. Kitchen, JR.

User Signature _____ Date _____

Attachment: GrantSolution Forms 030822 (20035 : RESTORE Act - GrantSolutions Grantee User Account Request Form)

GrantSolutions
PARTNERS IN INNOVATION

Grant Recipient User Account Request Form: Part 2

Request Type: (●) New Account ( ) Account Change ( ) Account Closure

Partner Agency:

Department of Health & Human Services
- ( ) Administration for Children and Families
- ( ) Administration for Community Living
- ( ) Centers for Disease Control and Prevention
- ( ) Centers for Medicare & Medicaid Services
- ( ) Health Resources & Services Administration
- ( ) Indian Health Service
- ( ) Office of Head Start
- ( ) Office of the Assistant Secretary for Health
- ( ) Office of the Assistant Secretary for Preparedness and Response
- ( ) Office of the National Coordinator for Health Information Technology

Department of Homeland Security
- ( ) Citizenship and Immigration Services

Department of Transportation
- ( ) Federal Motor Carrier Safety Administration
- ( ) Federal Railroad Administration
- ( ) Pipeline and Hazardous Materials Safety Administration

Department of the Treasury
- ( ) Internal Revenue Service
- ( ) Office of Grant Community Relations

Other Agencies
- ( ) Bureau of the Fiscal Service
- ( ) Consumer Product Safety Commission
- ( ) Denali Commission
- ( ) Department of Agriculture
- ( ) Department of Housing and Urban Development
- ( ) Department of the Interior
- ( ) Environmental Protection Agency
- ( ) Gulf Coast Ecosystem Restoration Council
- ( ) Public Health Service
- ( ) Small Business Administration
- ( ) Social Security Administration
- (●) Treasury - RESTORE ACT
- ( ) Other: _____

Grant Recipient (Organization):	Citrus County, Florida				
Address 1 (Organization):	110 N. Apopka Ave				
Address 2 (Organization):					
City:	Inverness	**State:**	FL	**ZIP:**	34450
Grant Number(s):					
DUNS:	07254863				
User First Name:	Ronald	**User Last Name:**	Kitchen		
Title:	Chairman				
Phone:	352-341-6560				
Email:	Ronald.Kitchen@citrusbocc.com				

Role Authority:
- (●) Authorizing Official/Authorizing Representative
- ( ) Financial Officer
- ( ) Financial Officer Support
- ( ) Program Director/Principal Investigator
- ( ) Support Staff

Supervisor or Authorized Official Name:	Ronald E. Kitchen, JR.
Title:	Chairman
Signature:	

Note: The Supervisor or Authorized Official should sign requests.

Version 2/3/2020

Attachment: GrantSolution Forms 030822 (20035 : RESTORE Act - GrantSolutions Grantee User Account Request Form)

GrantSolutions
PARTNERS IN INNOVATION

Grant Recipient User Account Request Form: Part 2

Request Type: ○ New Account ○ Account Change ◉ Account Closure

Partner Agency:

Department of Health & Human Services
- ○ Administration for Children and Families
- ○ Administration for Community Living
- ○ Centers for Disease Control and Prevention
- ○ Centers for Medicare & Medicaid Services
- ○ Health Resources & Services Administration
- ○ Indian Health Service
- ○ Office of Head Start
- ○ Office of the Assistant Secretary for Health
- ○ Office of the Assistant Secretary for Preparedness and Response
- ○ Office of the National Coordinator for Health Information Technology

Department of Homeland Security
- ○ Citizenship and Immigration Services

Department of Transportation
- ○ Federal Motor Carrier Safety Administration
- ○ Federal Railroad Administration
- ○ Pipeline and Hazardous Materials Safety Administration

Department of the Treasury
- ○ Internal Revenue Service
- ○ Office of Grant Community Relations

Other Agencies
- ○ Bureau of the Fiscal Service
- ○ Consumer Product Safety Commission
- ○ Denali Commission
- ○ Department of Agriculture
- ○ Department of Housing and Urban Development
- ○ Department of the Interior
- ○ Environmental Protection Agency
- ○ Gulf Coast Ecosystem Restoration Council
- ○ Public Health Service
- ○ Small Business Administration
- ○ Social Security Administration
- ◉ Treasury - RESTORE ACT
- ○ Other: _____

Grant Recipient (Organization):	Citrus County, Florida				
Address 1 (Organization):	110 N. Apopka Ave				
Address 2 (Organization):					
City:	Inverness	**State:**	FL	**ZIP:**	34450
Grant Number(s):					
DUNS:	07254863				
User First Name:	Brian	**User Last Name:**	Coleman		
Title:					
Phone:					
Email:					

Role Authority:
- ◉ Authorizing Official/Authorizing Representative
- ○ Financial Officer
- ○ Financial Officer Support
- ○ Program Director/Principal Investigator
- ○ Support Staff

Supervisor or Authorized Official Name:	Ronald E. Kitchen, JR.
Title:	Chairman
Signature:	

Note: The Supervisor or Authorized Official should sign requests.

Version 2/3/2020

Attachment: GrantSolution Forms 030822 (20035 : RESTORE Act - GrantSolutions Grantee User Account Request Form)

AGENDA MEMORANDUM

FROM:	Mariselle Rodriguez, Community Services Director
SUBJECT:	Retired Senior Volunteer Program Administrative Grant Application 2022-2025
AGENDA DATE:	**March 08, 2022**

BRIEF OVERVIEW:

Citrus County Support Services requests permission to apply for funding from AmeriCorps for funding of the Retired Senior Volunteer Program (RSVP) 2022-2025.

The RSVP Volunteer Program provides meaningful volunteer opportunities for people 55 years and older. The RSVP volunteers serve over 40 organizations within Citrus County such as the Meals on Wheels Program, Citrus County School district, and the Lecanto Veteran's clinic. This program meets pressing community needs, including disaster preparedness, educational mentoring, hunger, and service to veterans and military families.

BUDGET IMPACT/FUNDING SOURCE:

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

The 1st year Retired Senior Volunteer Program allocation is anticipated to be $90,855. This program requires a match of $38,938 ($32,560 cash match already budgeted in FY22 and in-kind contribution of 6,378).

RECOMMENDED ACTION:

a. Adopt and authorize the Chairman to execute a Resolution authorizing an application for funding to AmeriCorps for the Retired Senior Volunteer Program grant 2022-2025.

b. Approve and authorize the Chairman to execute the "Designation of Signature Authority". The 1st year funding for this grant is anticipated to be $90,855. The required match is $38,938 (cash match $32,560 is budgeted in FY22, In-kind contribution of $6,378).

RESOLUTION NO.2022- _____

A RESOLUTION AUTHORIZING THE APPLICATION FOR GRANT FUNDING FROM AMERICORPS AND EXECUTION OF NOTICE OF GRANT AWARD TO FUND THE RETIRED AND SENIOR VOLUNTEER PROGRAM AND AUTHORIZING THE SIGNATORIES FOR SUCH INSTRUMENTS.

WHEREAS, Citrus County Board of County Commissioners, 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, which it serves, to apply to AmeriCorps for financial assistance, and to enter into a contract to provide services under the Retired and Senior Volunteer Program, and

WHEREAS, Citrus County 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, 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 which financial assistance is being sought, and now, therefore,

BE IT RESOLVED that the Chairman or 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 AmeriCorps, and be it further resolved that the aforesaid Chairman or Vice Chairman, respectively, may authorize the electronic execution and submittal of 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 said documents before the Board of County Commissioners.

THIS RESOLUTION was duly adopted and recorded in the minutes this 8th day of March, 2022

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

RSVP 2022-2025

Attachment: RSVP 2022-2025 Resolution (20009 : Retired Senior Volunteer Program Administrative Grant Application 2022-2025)

Board of County Commissioners
Executive Office

110 N. Apopka Ave., New Courthouse, Inverness, Florida 34450
(352) 341-6560 • Toll Free From Citrus Springs/Dunnellon • (352) 489-2120
Fax (352) 341-6584 • Website: www.citrusbocc.com

Our Vision
"We are a user-friendly and common sense organization dedicated to responsive citizen services."

DESIGNATION OF SIGNATURE AUTHORITY
FOR THE
AMERICORPS
RETIRED SENIOR VOLUNTEER PROGRAM
ELECTRONIC AWARD AND MANAGEMENT PROCESS

Citrus County, Florida, a political subdivision of the State of Florida, hereby authorizes the Director of Community Services to be assigned the authority to execute the Application, Grant Award, Certifications, Assurances and all other required application and/or contract documents issued by AmeriCorps for electronic submission of the grant application and the execution of the AmeriCorps grant award, on behalf of the County, for the AmeriCorps Electronic Award and Management System. This will be effective 2022-2025.

_____ _____

Ronald E. Kitchen, Jr. Date
Chairman

Attachment: Designation of Signature Authority (20009 : Retired Senior Volunteer Program Administrative Grant Application 2022-2025)

AGENDA MEMORANDUM

FROM:	Colleen Scott, Management & Budget Director
SUBJECT:	Florida Department of Transportation State Block Grant
AGENDA DATE:	**March 08, 2022**

BRIEF OVERVIEW:

State of Florida Department of Transportation (FDOT) annually appropriates funding to assist small urban transportation systems with the required match for the Federal Transportation Administration 5307 and 5339 funding.

The FY22-23 FDOT Block Grant allocation for Citrus County is $314,604. The required cash match for this Block Grant is $314,604, and will be requested during the County budget process.

The State Transit Block Grant funds and the local match required are used to offset the full local match requirement for Federal Transit Administration Sections 5307 and 5339 and FDOT 5311 funding and is in place until the full amount of the award is expended.

BUDGET IMPACT/FUNDING SOURCE:

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

The required match will be requested during the County budget process for the related future Fiscal Year.

RECOMMENDED ACTION:

Adopt and authorize the Chairman to execute a Resolution authorizing the execution of a resulting contract and any amendments and other necessary documents, after review by the County Attorney, for the acceptance of the State of Florida Department of Transportation Block Grant funding of $314,604 and the required County match of $314,604 which will be used to cover the local match requirement for the Federal Transportation Administration Sections 5307 and 5339 and Florida Department of Transportation Section 5311 funding.

RESOLUTION NO. 2022- _____

A RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT FOR THE FLORIDA DEPARTMENT OF TRANSPORTATION BLOCK GRANT FUNDING, 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, Florida Department of Transportation (FDOT) Block Grant funds are available for funding rural transportation operations;

WHAREAS, Citrus County, Florida will be granted $314,604 in funds and is required to match the amount of the funds awarded;

WHEREAS, the Board has determined that it is in the best interest of the population of Citrus County, which it serves, to accept the Florida Department of Transportation Section Block Grant funding in the amount $314,604 for financial assistance for operations, and to enter into a contract to provide, transit services under the Block Grant funding; and

WHEREAS, Citrus County staff has read or reviewed or will read or review the related model contract and is familiar with the matters contained therein, 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 provided;

NOW THEREFORE BE IT RESOLVED, by the Citrus County Board of County Commissioners that:

The Chairman, or 1st Vice Chairman, respectively of the Citrus County Board of County Commissioners, is authorized to sign the FDOT Block Grant contract, amendments, assurances, and certifications as required to obtain funding from the Florida Department of Transportation, after review by the County Attorney, without the need to bring the documents before the Board of County Commissioners.

THIS RESOLUTION was duly adopted and recorded in the minutes this 8th day of March 2022.

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: SFY 2021 Block Grant Resolution (20033 : Florida Department of Transportation State Block Grant)

AGENDA MEMORANDUM

FROM:	Colleen Scott, Management & Budget Director
SUBJECT:	Florida Department of Transportation Section 5311 Rural Area Funding
AGENDA DATE:	**March 08, 2022**

BRIEF OVERVIEW:

State of Florida Department of Transportation (FDOT) annually appropriates funding to assist rural transportation systems with Section 5311 Rural Area Formula Funding.

The FY22-23 FDOT Section 5311 allocation for Citrus County is $247,102. The required cash match for this funding is $247,102 and will be requested during the County budget process.

The State Transit Block Grant funds can be used to offset the full local match requirement for FDOT 5311 funding.

BUDGET IMPACT/FUNDING SOURCE:

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

The required match will be requested during the County budget process for the related future Fiscal Year.

RECOMMENDED ACTION:

Adopt and authorize the Chairman to execute a Resolution authorizing the execution of a resulting contract and any amendments and other necessary documents, after review by the County Attorney, for the acceptance of the State of Florida Department of Transportation Section 5311 funding of $247,102 and the required county match of $247,102 which may be covered with the FDOT State Block Grant funding.

RESOLUTION NO. 2022- _____

A RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT FOR SECTION 5311 FLORIDA DEPARTMENT OF TRANSPORTATION FORMULA FUNDING, 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, Florida Department of Transportation (FDOT) Section 5311 grant funds are available for funding rural transportation operations;

WHAREAS, Citrus County, Florida will be granted $247,102 in funds and is required to match the amount of the funds awarded;

WHEREAS, the Board has determined that it is in the best interest of the population of Citrus County, which it serves, to accept the Florida Department of Transportation Section 5311 funding in the amount $247,102 for rural transportation operations for, and to enter into a contract to provide, transit services under the Section 5311 grant funding; and

WHEREAS, Citrus County staff has read or reviewed or will read or review the related model contract and is familiar with the matters contained therein, 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 grant funding is provided;

NOW THEREFORE BE IT RESOLVED, by the Citrus County Board of County Commissioners that:

The Chairman, or 1st Vice Chairman, respectively of the Citrus County Board of County Commissioners, is authorized to sign the FDOT Section 5311 grant contract, amendments, assurances, and certifications as required to obtain funding from the Florida Department of Transportation, after review by the County Attorney, without the need to bring the documents before the Board of County Commissioners.

THIS RESOLUTION was duly adopted and recorded in the minutes this 8th day of March 2022.

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

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DENISE A. DYMOND LYN, COUNTY ATTORNEY

Attachment: 159Y SFY 2021 5311 Resolution (20032 : Florida Department of Transportation Section 5311 Rural Area Funding)

AGENDA MEMORANDUM

FROM:	Colleen Scott, Management & Budget Director
SUBJECT:	FTA Fiscal Year 2022 Certifications & Assurances
AGENDA DATE:	**March 08, 2022**

BRIEF OVERVIEW:

Prior to the Federal Transit Administration awarding funding for Federal Transit assistance, to support a public transportation project, an Authorized Representative of Citrus County, Florida must provide certain Certifications and Assurances required by Federal law or regulation.

The County's duly Authorized Representative is required to select and sign the Federal Transit Administration Fiscal Year 2022 Certifications and Assurances and bind its compliance.

The County must select all Certifications and Assurances that it must provide to support each application it submits for Federal Transit Administration funding assistance during Federal Fiscal Year 2022.

BUDGET IMPACT/FUNDING SOURCE:

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

RECOMMENDED ACTION:

a. Agree to the Federal Transit Administration Fiscal Year 2022 Certifications and Assurances, and bind Citrus County's compliance with same.

b. Authorize the Chairman to sign the Affirmation of Applicant and Designation of signature authority.

c. Authorize the County Attorney to sign the Affirmation of Applicant's Attorney, Designation of signature authority, and PIN the Federal Transit Administration Fiscal Year 2022 Certifications and Assurances in the Federal TrAMS System.

Not every provision of every certification will apply to every applicant or award. If a provision of a certification does not apply to the applicant or its award, FTA will not enforce that provision. Refer to FTA's accompanying Instructions document for more information.

Text in italics is guidance to the public. It does not have the force and effect of law, and is not meant to bind the public in any way. It is intended only to provide clarity to the public regarding existing requirements under the law or agency policies.

CATEGORY 1. CERTIFICATIONS AND ASSURANCES REQUIRED OF EVERY APPLICANT.

All applicants must make the certifications in this category.

1.1. Standard Assurances.

The certifications in this subcategory appear as part of the applicant's registration or annual registration renewal in the System for Award Management (SAM.gov) and on the Office of Management and Budget's standard form 424B "Assurances—Non-Construction Programs". This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

As the duly authorized representative of the applicant, you certify that the applicant:

(a) Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

(b) Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

(c) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

(d) Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

(e) Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728–4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).

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(f) Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:

(1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin, as effectuated by U.S. DOT regulation 49 CFR Part 21;

(2) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681–1683, and 1685–1686), which prohibits discrimination on the basis of sex, as effectuated by U.S. DOT regulation 49 CFR Part 25;

(3) Section 5332 of the Federal Transit Law (49 U.S.C. § 5332), which prohibits any person being excluded from participating in, denied a benefit of, or discriminated against under, a project, program, or activity receiving financial assistance from FTA because of race, color, religion, national origin, sex, disability, or age.

(4) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps, as effectuated by U.S. DOT regulation 49 CFR Part 27;

(5) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101–6107), which prohibits discrimination on the basis of age;

(6) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;

(7) The comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91–616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

(8) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

(9) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;

(10) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and,

(11) the requirements of any other nondiscrimination statute(s) which may apply to the application.

(g) Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 ("Uniform Act") (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases. The requirements of the Uniform Act are effectuated by U.S. DOT regulation 49 CFR Part 24.

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(h) Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§ 1501–1508 and 7324–7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

(i) Will comply, as applicable, with the provisions of the Davis–Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327–333), regarding labor standards for federally assisted construction subagreements.

(j) Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

(k) Will comply with environmental standards which may be prescribed pursuant to the following:

(1) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;

(2) Notification of violating facilities pursuant to EO 11738;

(3) Protection of wetlands pursuant to EO 11990;

(4) Evaluation of flood hazards in floodplains in accordance with EO 11988;

(5) Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.);

(6) Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.);

(7) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and

(8) Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93–205).

(l) Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

(m) Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.).

(n) Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

(o) Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§ 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded

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animals held for research, teaching, or other activities supported by this award of assistance.

(p) Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

(q) Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR Part 200, Subpart F, "Audit Requirements", as adopted and implemented by U.S. DOT at 2 CFR Part 1201.

(r) Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the program under which it is applying for assistance.

(s) Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a subrecipient from:

(1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect;

(2) Procuring a commercial sex act during the period of time that the award is in effect; or

(3) Using forced labor in the performance of the award or subawards under the award.

1.2. Standard Assurances: Additional Assurances for Construction Projects.

This certification appears on the Office of Management and Budget's standard form 424D "Assurances—Construction Programs" and applies specifically to federally assisted projects for construction. This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

As the duly authorized representative of the applicant, you certify that the applicant:

(a) Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency; will record the Federal awarding agency directives; and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.

(b) Will comply with the requirements of the assistance awarding agency with regard to the drafting, review, and approval of construction plans and specifications.

(c) Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work confirms with the approved plans and specifications, and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

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1.3. Procurement.

The Uniform Administrative Requirements, 2 CFR § 200.324, allow a recipient to self-certify that its procurement system complies with Federal requirements, in lieu of submitting to certain pre-procurement reviews.

The applicant certifies that its procurement system complies with:

(a) U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 200, particularly 2 CFR §§ 200.317–200.326 "Procurement Standards;
(b) Federal laws, regulations, and requirements applicable to FTA procurements; and
(c) The latest edition of FTA Circular 4220.1 and other applicable Federal guidance.

1.4. Suspension and Debarment.

Pursuant to Executive Order 12549, as implemented at 2 CFR Parts 180 and 1200, prior to entering into a covered transaction with an applicant, FTA must determine whether the applicant is excluded from participating in covered non-procurement transactions. For this purpose, FTA is authorized to collect a certification from each applicant regarding the applicant's exclusion status. 2 CFR § 180.300. Additionally, each applicant must disclose any information required by 2 CFR § 180.335 about the applicant and the applicant's principals prior to entering into an award agreement with FTA. This certification serves both purposes.

The applicant certifies, to the best of its knowledge and belief, that the applicant and each of its principals:

(a) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily or involuntarily excluded from covered transactions by any Federal department or agency;
(b) Has not, within the preceding three years, been convicted of or had a civil judgment rendered against him or her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or commission of any other offense indicating a lack of business integrity or business honesty;

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(c) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any offense described in paragraph (b) of this certification;

(d) Has not, within the preceding three years, had one or more public transactions (Federal, State, or local) terminated for cause or default.

1.5. Coronavirus Response and Relief Supplemental Appropriations Act, 2021, and CARES Act Funding.

The applicant certifies:

(a) To the maximum extent possible, funds made available under title IV of division M of the Consolidated Appropriations Act, 2021 (Public Law 116–260), and in title XII of division B of the CARES Act (Public Law 116–136; 134 Stat. 599) shall be directed to payroll and operations of public transit (including payroll and expenses of private providers of public transportation); or

(a) The applicant certifies that the applicant has not furloughed any employees.

1.6. American Rescue Plan Act Funding.

The applicant certifies:

(a) Funds made available by Section 3401(a)(2)(A) of the American Rescue Plan Act of 2021 (Public Law 117-2) shall be directed to payroll and operations of public transportation (including payroll and expenses of private providers of public transportation); or

(b) The applicant certifies that the applicant has not furloughed any employees.

CATEGORY 2. PUBLIC TRANSPORTATION AGENCY SAFETY PLANS

This certification is required of each applicant under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), each rail operator that is subject to FTA's state safety oversight programs, and each State that is required to draft and certify a public transportation agency safety plan on behalf of a small public transportation provider pursuant to 49 CFR § 673.11(d). This certification is required by 49 U.S.C. § 5329(d)(1) and 49 CFR § 673.13.

This certification does not apply to any applicant that receives financial assistance from FTA exclusively under the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or combination of these two programs.

If the applicant is an operator, the applicant certifies that it has established a public transportation agency safety plan meeting the requirements of 49 U.S.C. § 5329(d)(1) and 49 CFR Part 673.

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If the applicant is a State, the applicant certifies that:

(a) It has drafted a public transportation agency safety plan for each small public transportation provider within the State, unless the small public transportation provider provided notification to the State that it was opting out of the State-drafted plan and drafting its own public transportation agency safety plan; and

(b) Each small public transportation provider within the State has a public transportation agency safety plan that has been approved by the provider's Accountable Executive (as that term is defined at 49 CFR § 673.5) and Board of Directors or Equivalent Authority (as that term is defined at 49 CFR § 673.5).

CATEGORY 3. TAX LIABILITY AND FELONY CONVICTIONS.

If the applicant is a business association (regardless of for-profit, not for-profit, or tax exempt status), it must make this certification. Federal appropriations acts since at least 2014 have prohibited FTA from using funds to enter into an agreement with any corporation that has unpaid Federal tax liabilities or recent felony convictions without first considering the corporation for debarment. E.g., Consolidated Appropriations Act, 2021, Pub. L. 116-260, div. E, title VII, §§ 744–745. U.S. DOT Order 4200.6 defines a "corporation" as "any private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association", and applies the restriction to all tiers of subawards. As prescribed by U.S. DOT Order 4200.6, FTA requires each business association applicant to certify as to its tax and felony status.

If the applicant is a private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, the applicant certifies that:

(a) It has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(b) It has not been convicted of a felony criminal violation under any Federal law within the preceding 24 months.

CATEGORY 4. LOBBYING.

If the applicant will apply for a grant or cooperative agreement exceeding $100,000, or a loan, line of credit, loan guarantee, or loan insurance exceeding $150,000, it must make the following certification and, if applicable, make a disclosure regarding the applicant's lobbying activities. This certification is required by 49 CFR § 20.110 and app. A to that part.

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This certification does not apply to an applicant that is an Indian Tribe, Indian organization, or an Indian tribal organization exempt from the requirements of 49 CFR Part 20.

4.1. Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(a) 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.

(b) 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 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.

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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 section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

4.2. Statement for Loan Guarantees and Loan Insurance.

The undersigned states, to the best of his or her knowledge and belief, that:

If any 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 an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

CATEGORY 5. PRIVATE SECTOR PROTECTIONS.

If the applicant will apply for funds that it will use to acquire or operate public transportation facilities or equipment, the applicant must make the following certification regarding protections for the private sector.

5.1. Charter Service Agreement.

To enforce the provisions of 49 U.S.C. § 5323(d), FTA's charter service regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following Charter Service Agreement. 49 CFR § 604.4.

The applicant agrees that it, and each of its subrecipients, and third party contractors at any level who use FTA-funded vehicles, may provide charter service using equipment or facilities acquired with Federal assistance authorized under the Federal Transit Laws only in compliance with the regulations set out in 49 CFR Part 604, the terms and conditions of which are incorporated herein by reference.

5.2. School Bus Agreement.

To enforce the provisions of 49 U.S.C. § 5323(f), FTA's school bus regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following agreement regarding the provision of school bus services. 49 CFR § 605.15.

(a) If the applicant is not authorized by the FTA Administrator under 49 CFR § 605.11 to engage in school bus operations, the applicant agrees and certifies as follows:
   (1) The applicant and any operator of project equipment agrees that it will not engage in school bus operations in competition with private school bus operators.
   (2) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Mass Transit Regulations, or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).

(b) If the applicant is authorized or obtains authorization from the FTA Administrator to engage in school bus operations under 49 CFR § 605.11, the applicant agrees as follows:

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(1) The applicant agrees that neither it nor any operator of project equipment will engage in school bus operations in competition with private school bus operators except as provided herein.

(2) The applicant, or any operator of project equipment, agrees to promptly notify the FTA Administrator of any changes in its operations which might jeopardize the continuation of an exemption under § 605.11.

(3) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Transit Administration regulations or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).

(4) The applicant agrees that the project facilities and equipment shall be used for the provision of mass transportation services within its urban area and that any other use of project facilities and equipment will be incidental to and shall not interfere with the use of such facilities and equipment in mass transportation service to the public.

CATEGORY 6. TRANSIT ASSET MANAGEMENT PLAN.

If the applicant owns, operates, or manages capital assets used to provide public transportation, the following certification is required by 49 U.S.C. § 5326(a).

The applicant certifies that it is in compliance with 49 CFR Part 625.

CATEGORY 7. ROLLING STOCK BUY AMERICA REVIEWS AND BUS TESTING.

7.1. Rolling Stock Buy America Reviews.

If the applicant will apply for an award to acquire rolling stock for use in revenue service, it must make this certification. This certification is required by 49 CFR § 663.7.

The applicant certifies that it will conduct or cause to be conducted the pre-award and post-delivery audits prescribed by 49 CFR Part 663 and will maintain on file the certifications required by Subparts B, C, and D of 49 CFR Part 663.

7.2. Bus Testing.

If the applicant will apply for funds for the purchase or lease of any new bus model, or any bus model with a major change in configuration or components, the applicant must make this certification. This certification is required by 49 CFR § 665.7.

The applicant certifies that the bus was tested at the Bus Testing Facility and that the bus received a passing test score as required by 49 CFR Part 665. The applicant has received or will

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receive the appropriate full Bus Testing Report and any applicable partial testing reports before final acceptance of the first vehicle.

CATEGORY 8. URBANIZED AREA FORMULA GRANTS PROGRAM.

If the applicant will apply for an award under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), or any other program or award that is subject to the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310); "flex funds" from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)); projects that will receive an award authorized by the Transportation Infrastructure Finance and Innovation Act ("TIFIA") (23 U.S.C. §§ 601–609) or State Infrastructure Bank Program (23 U.S.C. § 610) (see 49 U.S.C. § 5323(o)); formula awards or competitive awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(a) and (b)); or low or no emission awards to any area under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(c)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5307(c)(1).

The applicant certifies that it:

(a) Has or will have the legal, financial, and technical capacity to carry out the program of projects (developed pursuant 49 U.S.C. § 5307(b)), including safety and security aspects of the program;

(b) Has or will have satisfactory continuing control over the use of equipment and facilities;

(c) Will maintain equipment and facilities in accordance with the applicant's transit asset management plan;

(d) Will ensure that, during non-peak hours for transportation using or involving a facility or equipment of a project financed under this section, a fare that is not more than 50 percent of the peak hour fare will be charged for any—

  (1) Senior;

  (2) Individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), cannot use a public transportation service or a public transportation facility effectively without special facilities, planning, or design; and

  (3) Individual presenting a Medicare card issued to that individual under title II or XVIII of the Social Security Act (42 U.S.C. §§ 401 et seq., and 1395 et seq.);

(e) In carrying out a procurement under 49 U.S.C. § 5307, will comply with 49 U.S.C. §§ 5323 (general provisions) and 5325 (contract requirements);

(f) Has complied with 49 U.S.C. § 5307(b) (program of projects requirements);

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(g) Has available and will provide the required amounts as provided by 49 U.S.C. § 5307(d) (cost sharing);

(h) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning);

(i) Has a locally developed process to solicit and consider public comment before raising a fare or carrying out a major reduction of transportation;

(j) Either—

(1) Will expend for each fiscal year for public transportation security projects, including increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages), increased camera surveillance of an area in or adjacent to that system, providing an emergency telephone line to contact law enforcement or security personnel in an area in or adjacent to that system, and any other project intended to increase the security and safety of an existing or planned public transportation system, at least 1 percent of the amount the recipient receives for each fiscal year under 49 U.S.C. § 5336; or

(2) Has decided that the expenditure for security projects is not necessary;

(k) In the case of an applicant for an urbanized area with a population of not fewer than 200,000 individuals, as determined by the Bureau of the Census, will submit an annual report listing projects carried out in the preceding fiscal year under 49 U.S.C. § 5307 for associated transit improvements as defined in 49 U.S.C. § 5302; and

(l) Will comply with 49 U.S.C. § 5329(d) (public transportation agency safety plan).

CATEGORY 9. FORMULA GRANTS FOR RURAL AREAS.

If the applicant will apply for funds made available to it under the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), it must make this certification. Paragraph (a) of this certification helps FTA make the determinations required by 49 U.S.C. § 5310(b)(2)(C). Paragraph (b) of this certification is required by 49 U.S.C. § 5311(f)(2). Paragraph (c) of this certification, which applies to funds apportioned for the Appalachian Development Public Transportation Assistance Program, is necessary to enforce the conditions of 49 U.S.C. § 5311(c)(2)(D).

(a) The applicant certifies that its State program for public transportation service projects, including agreements with private providers for public transportation service—

(1) Provides a fair distribution of amounts in the State, including Indian reservations; and

(2) Provides the maximum feasible coordination of public transportation service assisted under 49 U.S.C. § 5311 with transportation service assisted by other Federal sources; and

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(b) If the applicant will in any fiscal year expend less than 15% of the total amount made available to it under 49 U.S.C. § 5311 to carry out a program to develop and support intercity bus transportation, the applicant certifies that it has consulted with affected intercity bus service providers, and the intercity bus service needs of the State are being met adequately.

(c) If the applicant will use for a highway project amounts that cannot be used for operating expenses authorized under 49 U.S.C. § 5311(c)(2) (Appalachian Development Public Transportation Assistance Program), the applicant certifies that—

(1) It has approved the use in writing only after providing appropriate notice and an opportunity for comment and appeal to affected public transportation providers; and

(2) It has determined that otherwise eligible local transit needs are being addressed.

CATEGORY 10. FIXED GUIDEWAY CAPITAL INVESTMENT GRANTS AND THE EXPEDITED PROJECT DELIVERY FOR CAPITAL INVESTMENT GRANTS PILOT PROGRAM.

If the applicant will apply for an award under any subsection of the Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), including an award made pursuant to the FAST Act's Expedited Project Delivery for Capital Investment Grants Pilot Program (Pub. L. 114-94, div. A, title III, § 3005(b)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5309(c)(2) and Pub. L. 114-94, div. A, title III, § 3005(b)(3)(B).

The applicant certifies that it:

(a) Has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award,

(b) Has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.

(c) Will maintain equipment and facilities acquired or improved under its Award in accordance with its transit asset management plan; and

(d) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning).

CATEGORY 11. GRANTS FOR BUSES AND BUS FACILITIES AND LOW OR NO EMISSION VEHICLE DEPLOYMENT GRANT PROGRAMS.

If the applicant is in an urbanized area and will apply for an award under subsection (a) (formula grants), subsection (b) (buses and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 8 for Urbanized Area Formula

Attachment: FY22-certifications 03082022 (20031 : FTA Fiscal Year 2022 Certifications & Assurances)

Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5339(a)(3), (b)(6), and (c)(3), respectively.

If the applicant is in a rural area and will apply for an award under subsection (a) (formula grants), subsection (b) (bus and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 9 for Formula Grants for Rural Areas (49 U.S.C. § 5311). This certification is required by 49 U.S.C. § 5339(a)(3), (b)(6), and (c)(3), respectively.

Making this certification will incorporate by reference the applicable certifications in Category 8 or Category 9.

If the applicant will receive a competitive award under subsection (b) (buses and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) related to zero emissions vehicles or related infrastructure, it must make the following certification. This certification is required by 49 U.S.C. § 5339(d).

The applicant will use 5 percent of grants related to zero emissions vehicles (as defined in subsection (c)(1)) or related infrastructure under subsection (b) or (c) to fund workforce development training as described in section 49 U.S.C. § 5314(b)(2) (including registered apprenticeships and other labor-management training programs) under the recipient's plan to address the impact of the transition to zero emission vehicles on the applicant's current workforce; or the applicant certifies a smaller percentage is necessary to carry out that plan.

CATEGORY 12. ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAMS.

If the applicant will apply for an award under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program (49 U.S.C. § 5310), it must make the certification in Category 8 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5310(e)(1). Making this certification will incorporate by reference the certification in Category 8, except that FTA has determined that (d), (f), (i), (j), and (k) of Category 8 do not apply to awards made under 49 U.S.C. § 5310 and will not be enforced.

In addition to the certification in Category 8, the applicant must make the following certification that is specific to the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program. This certification is required by 49 U.S.C. § 5310(e)(2).

The applicant certifies that:

Attachment: FY22-certifications 03082022 (20031 : FTA Fiscal Year 2022 Certifications & Assurances)

(a) The projects selected by the applicant are included in a locally developed, coordinated public transit-human services transportation plan;

(b) The plan described in clause (a) was developed and approved through a process that included participation by seniors, individuals with disabilities, representatives of public, private, and nonprofit transportation and human services providers, and other members of the public;

(c) To the maximum extent feasible, the services funded under 49 U.S.C. § 5310 will be coordinated with transportation services assisted by other Federal departments and agencies, including any transportation activities carried out by a recipient of a grant from the Department of Health and Human Services; and

(d) If the applicant will allocate funds received under 49 U.S.C. § 5310 to subrecipients, it will do so on a fair and equitable basis.

CATEGORY 13. STATE OF GOOD REPAIR GRANTS.

If the applicant will apply for an award under FTA's State of Good Repair Grants Program (49 U.S.C. § 5337), it must make the following certification. Because FTA generally does not review the transit asset management plans of public transportation providers, the asset management certification is necessary to enforce the provisions of 49 U.S.C. § 5337(a)(4). The certification with regard to acquiring restricted rail rolling stock is required by 49 U.S.C. § 5323(u)(4). Note that this certification is not limited to the use of Federal funds.

The applicant certifies that the projects it will carry out using assistance authorized by the State of Good Repair Grants Program, 49 U.S.C. § 5337, are aligned with the applicant's most recent transit asset management plan and are identified in the investment and prioritization section of such plan, consistent with the requirements of 49 CFR Part 625.

If the applicant operates a rail fixed guideway service, the applicant certifies that, in the fiscal year for which an award is available to the applicant under the State of Good Repair Grants Program, 49 U.S.C. § 5337, the applicant will not award any contract or subcontract for the procurement of rail rolling stock for use in public transportation with a rail rolling stock manufacturer described in 49 U.S.C. § 5323(u)(1).

CATEGORY 14. INFRASTRUCTURE FINANCE PROGRAMS.

If the applicant will apply for an award for a project that will include assistance under the Transportation Infrastructure Finance and Innovation Act ("TIFIA") Program (23 U.S.C. §§ 601–609) or the State Infrastructure Banks ("SIB") Program (23 U.S.C. § 610), it must make the certifications in Category 8 for the Urbanized Area Formula Grants Program, Category 10 for the Fixed Guideway Capital Investment Grants program, and Category 13 for the State of Good Repair Grants program. These certifications are required by 49 U.S.C. § 5323(o).

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Making this certification will incorporate the certifications in Categories 8, 10, and 13 by reference.

CATEGORY 15. ALCOHOL AND CONTROLLED SUBSTANCES TESTING.

If the applicant will apply for an award under FTA's Urbanized Area Formula Grants Program (49 U.S.C. § 5307), Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) programs, the applicant must make the following certification. The applicant must make this certification on its own behalf and on behalf of its subrecipients and contractors. This certification is required by 49 CFR § 655.83.

The applicant certifies that it, its subrecipients, and its contractors are compliant with FTA's regulation for the Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations, 49 CFR Part 655.

CATEGORY 16. RAIL SAFETY TRAINING AND OVERSIGHT.

If the applicant is a State with at least one rail fixed guideway system, or is a State Safety Oversight Agency, or operates a rail fixed guideway system, it must make the following certification. The elements of this certification are required by 49 CFR §§ 672.31 and 674.39.

The applicant certifies that the rail fixed guideway public transportation system and the State Safety Oversight Agency for the State are:

(a) Compliant with the requirements of 49 CFR Part 672, "Public Transportation Safety Certification Training Program"; and
(b) Compliant with the requirements of 49 CFR Part 674, "Sate Safety Oversight".

CATEGORY 17. DEMAND RESPONSIVE SERVICE.

If the applicant operates demand responsive service and will apply for an award to purchase a non-rail vehicle that is not accessible within the meaning of 49 CFR Part 37, it must make the following certification. This certification is required by 49 CFR § 37.77.

The applicant certifies that the service it provides to individuals with disabilities is equivalent to that provided to other persons. A demand responsive system, when viewed in its entirety, is deemed to provide equivalent service if the service available to individuals with disabilities, including individuals who use wheelchairs, is provided in the most integrated setting appropriate to the needs of the individual and is equivalent to the service provided other individuals with respect to the following service characteristics:

(a) Response time;

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(b) Fares;
(c) Geographic area of service;
(d) Hours and days of service;
(e) Restrictions or priorities based on trip purpose;
(f) Availability of information and reservation capability; and
(g) Any constraints on capacity or service availability.

CATEGORY 18. INTEREST AND FINANCING COSTS.

*If the applicant will pay for interest or other financing costs of a project using assistance awarded under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), the Fixed Guideway Capital Investment Grants Program (49 U.S.C. § 5309), or any program that must comply with the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), "flex funds" from infrastructure programs administered by the Federal Highways Administration (*see *49 U.S.C. § 5334(i)), or awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the following certification. This certification is required by 49 U.S.C. §§ 5307(e)(3) and 5309(k)(2)(D).*

The applicant certifies that:

(a) Its application includes the cost of interest earned and payable on bonds issued by the applicant only to the extent proceeds of the bonds were or will be expended in carrying out the project identified in its application; and
(b) The applicant has shown or will show reasonable diligence in seeking the most favorable financing terms available to the project at the time of borrowing.

CATEGORY 19. CYBERSECURITY CERTIFICATION FOR RAIL ROLLING STOCK AND OPERATIONS.

If the applicant operates a rail fixed guideway public transportation system, it must make this certification. This certification is required by 49 U.S.C. § 5323(v), a new subsection added by the National Defense Authorization Act for Fiscal Year 2020, Pub. L. 116-92, § 7613 (Dec. 20, 2019). For information about standards or practices that may apply to a rail fixed guideway public transportation system, visit https://www.nist.gov/cyberframework *and* https://www.cisa.gov/.

The applicant certifies that it has established a process to develop, maintain, and execute a written plan for identifying and reducing cybersecurity risks that complies with the requirements of 49 U.S.C. § 5323(v)(2).

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CATEGORY 20. PUBLIC TRANSPORTATION ON INDIAN RESERVATIONS FORMULA AND DISCRETIONARY PROGRAM (TRIBAL TRANSIT PROGRAMS).

Before FTA may provide Federal assistance for an Award financed under either the Public Transportation on Indian Reservations Formula or Discretionary Program authorized under 49 U.S.C. § 5311(c)(1), as amended by the FAST Act, (Tribal Transit Programs), the applicant must select the Certifications in Category 21, except as FTA determines otherwise in writing. Tribal Transit Program applicants may certify to this Category and Category 1 (Certifications and Assurances Required of Every Applicant) and need not make any other certification, to meet Tribal Transit Program certification requirements. If an applicant will apply for any program in addition to the Tribal Transit Program, additional certifications may be required.

FTA has established terms and conditions for Tribal Transit Program grants financed with Federal assistance appropriated or made available under 49 U.S.C. § 5311(c)(1). The applicant certifies that:

(a) It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.

(b) It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.

(c) It will maintain its equipment and facilities acquired or improved under its Award, in accordance with its transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR Part 625. Its Award will achieve maximum feasible coordination with transportation service financed by other federal sources.

(d) With respect to its procurement system:

  (1) It will have a procurement system that complies with U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 200, for Awards made on or after December 26, 2014,

  (2) It will have a procurement system that complies with U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," 49 CFR Part 18, specifically former 49 CFR § 18.36, for Awards made before December 26, 2014, or

  (3) It will inform FTA promptly if its procurement system does not comply with either of those U.S. DOT regulations.

(e) It will comply with the Certifications, Assurances, and Agreements in:

  (1) Category 05.1 and 05.2 (Charter Service Agreement and School Bus Agreement),

  (2) Category 06 (Transit Asset Management Plan),

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(3) Category 07.1 and 07.2 (Rolling Stock Buy America Reviews and Bus Testing),
(4) Category 09 (Formula Grants for Rural Areas),
(5) Category 15 (Alcohol and Controlled Substances Testing), and
(6) Category 17 (Demand Responsive Service).

CATEGORY 21. EMERGENCY RELIEF PROGRAM.

An applicant to the Public Transportation Emergency Relief Program, 49 U.S.C. § 5324, must make the following certification. The certification is required by 49 U.S.C. § 5324(f) and must be made before the applicant can receive a grant under the Emergency Relief program.

The applicant certifies that the applicant has insurance required under State law for all structures related to the emergency relief program grant application.

Attachment: FY22-certifications 03082022 (20031 : FTA Fiscal Year 2022 Certifications & Assurances)

FEDERAL FISCAL YEAR 2022 CERTIFICATIONS AND ASSURANCES FOR FTA ASSISTANCE PROGRAMS

(Signature pages alternate to providing Certifications and Assurances in TrAMS.)

Name of Applicant: Citrus County, Florida

The Applicant certifies to the applicable provisions of all categories: (*check here*) X.

Or,

The Applicant certifies to the applicable provisions of the categories it has selected:

Category		Certification
01	Certifications and Assurances Required of Every Applicant	
02	Public Transportation Agency Safety Plans	
03	Tax Liability and Felony Convictions	
04	Lobbying	
05	Private Sector Protections	
06	Transit Asset Management Plan	
07	Rolling Stock Buy America Reviews and Bus Testing	
08	Urbanized Area Formula Grants Program	
09	Formula Grants for Rural Areas	
10	Fixed Guideway Capital Investment Grants and the Expedited Project Delivery for Capital Investment Grants Pilot Program	
11	Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs	

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12	Enhanced Mobility of Seniors and Individuals with Disabilities Programs	
13	State of Good Repair Grants	
14	Infrastructure Finance Programs	
15	Alcohol and Controlled Substances Testing	
16	Rail Safety Training and Oversight	
17	Demand Responsive Service	
18	Interest and Financing Costs	
19	Cybersecurity Certification for Rail Rolling Stock and Operations	
20	Tribal Transit Programs	
21	Emergency Relief Program	

CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE

AFFIRMATION OF APPLICANT

Name of the Applicant: Citrus County, Florida

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in the federal fiscal year, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

The Certifications and Assurances the Applicant selects apply to each Award for which it now seeks, or may later seek federal assistance to be awarded by FTA during the federal fiscal year.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq*., and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute

Attachment: FY22-certifications 03082022 (20031 : FTA Fiscal Year 2022 Certifications & Assurances)

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature Ronald E. Kitchen, Jr. Date: March 8, 2022

Name _____ Authorized Representative of Applicant

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): Citrus County, Florida

As the undersigned Attorney for the above-named Applicant, I hereby affirm to the Applicant that it has authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA assisted Award.

Signature _____ Date: March 8, 2022

Name Denise A. Dymond Lyn Attorney for Applicant

Each Applicant for federal assistance to be awarded by FTA must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney's signature within TrAMS, provided the Applicant has on file and uploaded to TrAMS this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.

Attachment: FY22-certifications 03082022 (20031 : FTA Fiscal Year 2022 Certifications & Assurances)

AGENDA MEMORANDUM

FROM:	Randall Olney, Public Works Director
SUBJECT:	The New Church Without Walls International, Inc. Lease Agreement – Gospel Island Fire Station
AGENDA DATE:	**March 08, 2022**

BRIEF OVERVIEW:

On December 14, 2021, the Board authorized staff to obtain appraisals on Fire Stations properties no longer needed, so they can be put on the market. The property mentioned in this agenda item is one of the properties.

Attached to the subject agenda item is a Lease Agreement between Citrus County, Florida, a political subdivision of the State of Florida and The New Church Without Walls International, Inc., a Florida Not For Profit Corporation, to lease the Gospel Island Fire Station 9837 E. Gulf to Lake Hwy., Inverness, Florida with the exception of Bay #2, for the purpose of storing and distributing food for those in need, for a period of one (1) calendar year beginning April 9, 2022 through April 8, 2023 at a rate of $1.00 per year. **In the event the property is sold, the County will provide a 60-day written notice to terminate.**

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance
001-362500	Rents Nonprofit	N/A	N/A	N/A	N/A

Reserve $1.00

RECOMMENDED ACTION:

a. Discussion and consideration of a request from The New Church Without Walls International, Inc., a Florida Not for Profit Corporation, to lease of Gospel Island Fire Station with the exception of Bay #2, for the purpose of storing and distributing food for those in need.

b. Adopt and authorize the Chairman to execute a Resolution of the Board acknowledging the request from The New Church Without Walls International, Inc. to lease property owned by the County.

c. Approve and authorize the Chairman to execute the Lease Agreement for a period of one (1) calendar year beginning April 9, 2022, through April 8, 2023.

RESOLUTION NO. 2022 – _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF CITRUS COUNTY, FLORIDA, AUTHORIZING LEASE OF SPACE TO THE NEW CHURCH WITHOUT WALLS INTERNATIONAL 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, ("County") owns the property known as the Gospel Island Fire Station #6 located at 9837 E. Gulf to Lake Hwy., Inverness, Florida, and

WHEREAS, The New Church Without Walls International 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 Gospel Island Fire Station #6 for the purpose of storing and distributing food for those in need, a use that promotes the community's interest and welfare, and

WHEREAS, the Board of County Commissioners of Citrus County, Florida finds that leasing the property to The New Church Without Walls International 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 with the exception of that portion known as Bay #2, and

WHEREAS, Section 125.38, Florida Statutes, provides that the County may enact a resolution for the lease of real property to a 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 The New Church Without Walls International Inc., for the Gospel Island Fire Station #6.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Citrus County, Florida in regular session this _____ day of _____, 2022, as follows:

1. The above "whereas clauses" are true and correct and incorporated herein by reference.

2. The Gospel Island Fire Station #6 located at 9837 E. Gulf to Lake Hwy., Inverness, is not needed at this time for County purposes with the exception of that portion known as Bay #2.

Attachment: 1c Supporting Documents Resolution & Lease (19962 : The New Church Without Walls International, Inc. Lease Agreement –

3. The New Church Without Walls International Inc., a Florida Not for Profit Corporation, desires to lease the Gospel Island Fire Station #6 with the exception of Bay #2 for a term of one (1) year, with an annual rental rate of $1.00, for the purpose of storing and distributing food for those in need, and

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. The Chairman, or Vice Chairman, respectively, of the Citrus County Board of County Commissioners of Citrus County, Florida, is hereby authorized to execute the Lease Agreement between Citrus County, Florida and The New Church Without Walls International, Inc., a copy of which is attached hereto as Exhibit “A”.

BOARD OF COUNTY COMMISSIONERS
OF CITRUS COUNTY, FLORIDA

ATTEST:

_____
ANGELA VICK, CLERK

BY: _____
RONALD E. KITCHEN JR., CHAIRMAN

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

_____
DENISE A. DYMOND LYN
COUNTY ATTORNEY

Attachment: 1c Supporting Documents Resolution & Lease (19962 : The New Church Without Walls International, Inc. Lease Agreement –

Resolution 2022 - _____

EXHIBIT "A"

LEASE AGREEMENT

GOSPEL ISLAND FIRE STATION #6

THE NEW CHURCH WITHOUT WALLS INTERNATIONAL INC.

Attachment: 1c Supporting Documents Resolution & Lease (19962 : The New Church Without Walls International, Inc. Lease Agreement –

LEASE AGREEMENT

THE NEW CHURCH WITHOUT WALLS INTERNATIONAL, INC., a Florida Not for Profit Corporation

THIS LEASE AGREEMENT, made and entered into on the ____ day of _____, 2022, by and between **CITRUS COUNTY, FLORIDA** (hereinafter referred to as "COUNTY" or "LESSOR"), and **THE NEW CHURCH WITHOUT WALLS INTERNATIONAL, 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 Gospel Island Fire Station #6, with the exception of Bay #2, located at 9837 E. Gulf to Lake Hwy., Inverness Florida 34450.

RECITALS:

WHEREAS, COUNTY is the owner of the real property known as the Gospel Island Fire Station #6 located at 9837 E. Gulf to Lake Hwy., Florida; and

WHEREAS, LESSEE is a Florida Not for Profit Corporation that 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 of the Gospel Island Fire Station #6, except that portion known as Bay #2, (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) year, beginning on the 9th day of April, 2022, and ending on the 8th day of April, 2023.

III. Possessory Interest. LESSEE shall have the right of possession, occupation, and control, of Gospel Island Fire Station #6 comprised of Four Thousand One Hundred square feet (4,100) except that portion known as Bay #2 which consist of approximately Seven Hundred (700) square feet, that will be used by Fire Services to house the Fire Safety House.

IV. Rent. The yearly rent for the PREMISES, shall be at a rate of One Dollar ($1.00) per year. The rent shall be due and payable upon execution of this Lease Agreement. Rental payments shall be made to the Citrus County Board of County Commissioners,

Attachment: 1c Supporting Documents Resolution & Lease (19962 : The New Church Without Walls International, Inc. Lease Agreement –

and forwarded to the Citrus County Board of County Commissioners, Attn: Cashier-Leases, 3600 W. Sovereign Path, Suite 127, Lecanto, FL 34461.

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.

VII. 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.

VIII. 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.

IX. 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.

X. 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 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.

Attachment: 1c Supporting Documents Resolution & Lease (19962 : The New Church Without Walls International, Inc. Lease Agreement –

XI. 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.

XII. Maintenance and Repairs. LESSEE, at its sole cost and expense, shall maintain the interior of PREMISES and provide janitorial services to the PREMISES. LESSEE shall maintain the exterior and grounds of the PREMISES.

LESSEE agrees to keep the interior of the PREMISES in good order and repair and in compliance with all applicable codes, laws and rules adopted by governmental agencies having jurisdiction. LESSEE agrees to routinely inspect PREMISES and notify LESSOR of any repair or maintenance issues requiring LESSOR'S action.

LESSEE agrees to service and maintain heating and air conditioning equipment. Major repairs to the building and or property not caused by LESSEE will be the responsibility of LESSOR. The definition of the terms "major" and "minor" repair shall be determined by LESSOR in its sole discretion.

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.

XIII. 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.

XIV. 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.

XV. Liability for Damage or Injury. It is expressly agreed upon and understood by and 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 on

Attachment: 1c Supporting Documents Resolution & Lease (19962 : The New Church Without Walls International, Inc. Lease Agreement –

the part of LESSEE, its officers, employees, or agents, or any other occupants or third parties.

XVI. Records. LESSEE will keep and maintain public records required by LESSOR to perform the service. 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 to perform the service. 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 KINCH, CUSTODIAN OF PUBLIC RECORDS, AT 3600 W. SOVEREIGN PATH, LECANTO, FL 34461; PHONE: 352-527-5235; EMAIL: NANCY.KINCH@CITRUSBOCC.COM

XVII. 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 event any 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.

XVIII. 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-breeching 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.

XIX. 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 instance shall LESSEE or its receiver, trustee, or other judicial officer ever have any right, title, or interest in or to the above described PREMISES by virtue of this Lease Agreement.

XX. Parties. This Lease Agreement shall be binding upon LESSOR, and LESSEE and its officers, directors, agent, legal representatives, heirs, successors in interest and assignees, except as stated above.

XXI. 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 The New Church Without Walls International, Inc., 300 S. Kensington Ave., Lecanto Florida 34461 shall constitute sufficient notice to LESSEE under this agreement.

XXII. 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: 1c Supporting Documents Resolution & Lease (19962 : The New Church Without Walls International, Inc. Lease Agreement –

hereunder shall not operate to forfeit any of the said rights.

XXIII. 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 LEESOR annually, and non-compliance shall be a basis for termination of this Agreement

XXIV. Authorized Activities. LESSOR agrees that LESSEE may use the PREMISES for the purpose of storing and distributing food for those in need.

XXV. 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.

XXVI. 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.

XXVII. Termination. This Lease Agreement may be terminated by either Party hereto with or without cause upon sixty (60) 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.

XXVIII. 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.

XXIX. 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.

XXX. 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 (19962 : The New Church Without Walls International, Inc. Lease Agreement –

IN WITNESS WHEREOF, the Parties hereto have executed this Lease Agreement for the purpose herein expressed the day and year above written:

LESSEE:

THE NEW CHURCH WITHOUT WALLS INTERNATIONAL INC., A FLORIDA NOT FOR PROFIT CORPORATION
BY:_____
Douglas Alexander Sr., President

_____
Witness

_____
Printed Name

_____
Witness

_____
Printed Name

STATE OF _____

COUNTY OF_____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2022, by Douglas Alexander Sr., President of The New Church Without Walls International Inc., a Florida Not for Profit Corporation, on behalf of said corporation, who is personally known to me or who produced _____ as identification.

_____
Notary Public, State of Florida
Printed Name: _____
Commission No._____
Expiration Date:_____

LESSOR:

Attachment: 1c Supporting Documents Resolution & Lease (19962 : The New Church Without Walls International, Inc. Lease Agreement –

Resolution 2022 - _____

ATTEST:

_____
Angela Vick, Clerk

CITRUS COUNTY, FLORIDA

BY:_____
Ronald E. Kitchen, Jr., Chairman

Approved as to Form for the
Reliance of Citrus County Only:

_____
Denise A. Dymond Lyn, County Attorney

Attachment: 1c Supporting Documents Resolution & Lease (19962 : The New Church Without Walls International, Inc. Lease Agreement –

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) Contractor 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 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 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-Lessees, sole proprietors, or business entities of any kind who contract with the County for provision of goods or services, provide workers' compensation coverage for all

Attachment: 1c Supporting Documents Resolution & Lease (19962 : The New Church Without Walls International, Inc. Lease Agreement –

employees, and principles of sub-Lessees, sole proprietors, or other business entities. All provisions of this Section shall be construed in accord with this intent.

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 amounts that exceed $10,000, the Lessee shall maintain a Commercial Surety Bond or Letter of Credit in an amount equal to said deductible or self insured retention.

4) All required insurance policies must be maintained until the contract work has been accepted by the County. In addition, a minimum 30-day notification clause is required if any changes in policy language occur, or in the event the policy is canceled.

5) Citrus County, Florida, a political subdivision of the State of Florida, its officials, employees and volunteers are to be covered as an Additional Insured on all policies except Workers Compensation. The coverage shall contain no special limitation on the scope of protection afforded to the County, its officials, employees or volunteers.

6) The Lessee's insurance coverage shall be primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of 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 Waiver of 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.

Attachment: 1c Supporting Documents Resolution & Lease (19962 : The New Church Without Walls International, Inc. Lease Agreement –

9) It is the Lessee's responsibility to insure that all sub-Lessees comply with these insurance requirements. Lessees shall include all sub-Lessees as insured under its policies or shall furnish separate certificates and endorsements for each sub-Lessee. All coverages for subLessees shall be subject to all of the requirements stated herein.

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) AII 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 (COI) 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 (19962 : The New Church Without Walls International, Inc. Lease Agreement –

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/20/2021

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 License # L100460 Acentria Insurance - Inverness 117 N Seminole Ave Inverness, FL 34450	CONTACT NAME: PHONE (A/C, No, Ext): (352) 637-5191 FAX (A/C, No): (352) 637-2396 E-MAIL ADDRESS: jennifer.benefield@acentria.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : GuideOne National Insurance Company — 14167
INSURED The New Church Without Walls International Inc 300 S Kensington Avenue Lecanto, FL 34461	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X	X	1451996	9/17/2021	9/17/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG PASTORAL	$ 1,000, $ 100, $ 10, $ 1,000, $ 2,000, $ 2,000, $ 1,000,
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			1829016	9/17/2021	9/17/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 350, $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Citrus County, Florida
A Political Subdivision of the State of Florida
3600 W Sovereign Path
Lecanto, FL 34461

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Linda Waul Allen

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Attachment: 1c Supporting Documents Resolution & Lease (19962 : The New Church Without Walls International, Inc. Lease Agreement –



JIMMY PATRONIS
CHIEF FINANCIAL OFFICER

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION

*** * CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW * ***

NON-CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 5/15/2020 **EXPIRATION DATE:** 5/15/2022

PERSON: DOUGLAS ALEXANDER SR **EMAIL:** THENEWCWOW@GMAIL.COM

FEIN: 300098311

BUSINESS NAME AND ADDRESS:

THE NEW CHURCH WITHOUT WALLS INTERNATIONAL

THE NEW CHURCH WITHOUT WALLS INTERNATIONAL

300S. KENSINGTON AVE.

LECANTO, FL 34461

SCOPE OF BUSINESS OR TRADE:

College: Professional
Employees & Clerical

IMPORTANT: Pursuant to subsection 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to subsection 440.05(12), F.S., Certificates of election to be exempt issued under subsection (3) shall apply only to the corporate officer named on the notice of election to be exempt and apply only within the scope of the business or trade listed on the notice of election to be exempt. Pursuant to subsection 440.05(13), F.S., notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.

DFS-F2-DWC-252 CERTIFICATE OF ELECTION TO BE EXEMPT REVISED 08-13 E01166291 QUESTIONS? (850) 413-1609

Attachment: 1c Supporting Documents Resolution & Lease (19962 : The New Church Without Walls International, Inc. Lease Agreement –

JIMMY PATRONIS
CHIEF FINANCIAL OFFICER

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION

*** * CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW * ***

NON-CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 5/15/2020 **EXPIRATION DATE:** 5/15/2022

PERSON: TERESA ALEXANDER **EMAIL:** THENEWCWOW@GMAIL.COM

FEIN: 300098311

BUSINESS NAME AND ADDRESS:

THE NEW CHURCH WITHOUT WALLS INTERNATIONAL INC.

300 S KENSINGTON AVE

LECANTO, FL 34461

SCOPE OF BUSINESS OR TRADE:

College: Professional
Employees & Clerical

IMPORTANT: Pursuant to subsection 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to subsection 440.05(12), F.S., Certificates of election to be exempt issued under subsection (3) shall apply only to the corporate officer named on the notice of election to be exempt and apply only within the scope of the business or trade listed on the notice of election to be exempt. Pursuant to subsection 440.05(13), F.S., notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.

DFS-F2-DWC-252 CERTIFICATE OF ELECTION TO BE EXEMPT REVISED 08-13 E01166269 QUESTIONS? (850) 413-1609

Attachment: 1c Supporting Documents Resolution & Lease (19962 : The New Church Without Walls International, Inc. Lease Agreement –



JIMMY PATRONIS
CHIEF FINANCIAL OFFICER

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION

*** * CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW * ***

NON-CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 5/13/2020 **EXPIRATION DATE:** 5/13/2022

PERSON: CARMEN VELEZ **EMAIL:** CVELEZ.NCWOW@GMAIL.COM

FEIN: 300098311

BUSINESS NAME AND ADDRESS:

THE NEW CHURCH WITHOUT WALLS INTERNATIONAL INC.

300 S. KENSINGTON AVE

LECANTO, FL 34461

SCOPE OF BUSINESS OR TRADE:

College: Professional
Employees & Clerical

IMPORTANT: Pursuant to subsection 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to subsection 440.05(12), F.S., Certificates of election to be exempt issued under subsection (3) shall apply only to the corporate officer named on the notice of election to be exempt and apply only within the scope of the business or trade listed on the notice of election to be exempt. Pursuant to subsection 440.05(13), F.S., notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.

DFS-F2-DWC-252 CERTIFICATE OF ELECTION TO BE EXEMPT REVISED 08-13 E01165298 QUESTIONS? (850) 413-1609

Attachment: 1c Supporting Documents Resolution & Lease (19962 : The New Church Without Walls International, Inc. Lease Agreement –



JIMMY PATRONIS
CHIEF FINANCIAL OFFICER

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION

*** * CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW * ***

NON-CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 5/15/2020 **EXPIRATION DATE:** 5/15/2022

PERSON: JOAN JOHNSON **EMAIL:** JOANJ916@GMAIL.COM

FEIN: 300098311

BUSINESS NAME AND ADDRESS:

THE NEW CHURCH WITHOUT WALLS INTERNATIONAL INC.

300 S. KENSINGTON AVE

LECANTO, FL 34461

SCOPE OF BUSINESS OR TRADE:

College: Professional
Employees & Clerical

IMPORTANT: Pursuant to subsection 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to subsection 440.05(12), F.S., Certificates of election to be exempt issued under subsection (3) shall apply only to the corporate officer named on the notice of election to be exempt and apply only within the scope of the business or trade listed on the notice of election to be exempt. Pursuant to subsection 440.05(13), F.S., notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.

DFS-F2-DWC-252 CERTIFICATE OF ELECTION TO BE EXEMPT REVISED 08-13 E01166304 QUESTIONS? (850) 413-1609

Attachment: 1c Supporting Documents Resolution & Lease (19962 : The New Church Without Walls International, Inc. Lease Agreement –

JIMMY PATRONIS
CHIEF FINANCIAL OFFICER

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION

*** * CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW * ***

NON-CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 5/15/2020 **EXPIRATION DATE:** 5/15/2022

PERSON: SONNY WRIGHT **EMAIL:** SNNYWRIGHT@YAHOO.COM

FEIN: 300098311

BUSINESS NAME AND ADDRESS:

THENEW CHURCH WITHOUT WALLS INTERNATIONAL INC.

300 S KENSINGTON AVE

LECANTO, FL 34461

SCOPE OF BUSINESS OR TRADE:

College: Professional
Employees & Clerical

IMPORTANT: Pursuant to subsection 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to subsection 440.05(12), F.S., Certificates of election to be exempt issued under subsection (3) shall apply only to the corporate officer named on the notice of election to be exempt and apply only within the scope of the business or trade listed on the notice of election to be exempt. Pursuant to subsection 440.05(13), F.S., notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.

DFS-F2-DWC-252 CERTIFICATE OF ELECTION TO BE EXEMPT REVISED 08-13 E01166313 QUESTIONS? (850) 413-1609

Attachment: 1c Supporting Documents Resolution & Lease (19962 : The New Church Without Walls International, Inc. Lease Agreement –

Attachment: 1d Supporting Documents - Lease (19962 : The New Church Without Walls International, Inc. Lease Agreement – Gospel Island

LEASE AGREEMENT

THE NEW CHURCH WITHOUT WALLS INTERNATIONAL, INC., a Florida Not for Profit Corporation

THIS LEASE AGREEMENT, made and entered into on the ____ day of _____, 2022, by and between **CITRUS COUNTY, FLORIDA** (hereinafter referred to as "COUNTY" or "LESSOR"), and **THE NEW CHURCH WITHOUT WALLS INTERNATIONAL, 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 Gospel Island Fire Station #6, with the exception of Bay #2, located at 9837 E. Gulf to Lake Hwy., Inverness Florida 34450.

RECITALS:

WHEREAS, COUNTY is the owner of the real property known as the Gospel Island Fire Station #6 located at 9837 E. Gulf to Lake Hwy., Florida; and

WHEREAS, LESSEE is a Florida Not for Profit Corporation that 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 of the Gospel Island Fire Station #6, except that portion known as Bay #2, (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) year, beginning on the 9th day of April, 2022, and ending on the 8th day of April, 2023.

III. Possessory Interest. LESSEE shall have the right of possession, occupation, and control, of Gospel Island Fire Station #6 comprised of Four Thousand One Hundred square feet (4,100) except that portion known as Bay #2 which consist of approximately Seven Hundred (700) square feet, that will be used by Fire Services to house the Fire Safety House.

IV. Rent. The yearly rent for the PREMISES, shall be at a rate of One Dollar ($1.00) per year. The rent shall be due and payable upon execution of this Lease Agreement. Rental payments shall be made 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.

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.

VII. 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.

VIII. 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.

IX. 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.

X. 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 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.

Attachment: 1d Supporting Documents - Lease (19962 : The New Church Without Walls International, Inc. Lease Agreement – Gospel Island

XI. 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.

XII. Maintenance and Repairs. LESSEE, at its sole cost and expense, shall maintain the interior of PREMISES and provide janitorial services to the PREMISES. LESSEE shall maintain the exterior and grounds of the PREMISES.

LESSEE agrees to keep the interior of the PREMISES in good order and repair and in compliance with all applicable codes, laws and rules adopted by governmental agencies having jurisdiction. LESSEE agrees to routinely inspect PREMISES and notify LESSOR of any repair or maintenance issues requiring LESSOR'S action.

LESSEE agrees to service and maintain heating and air conditioning equipment. Major repairs to the building and or property not caused by LESSEE will be the responsibility of LESSOR. The definition of the terms "major" and "minor" repair shall be determined by LESSOR in its sole discretion.

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.

XIII. 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.

XIV. 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.

XV. Liability for Damage or Injury. It is expressly agreed upon and understood by and 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 on

Attachment: 1d Supporting Documents - Lease (19962 : The New Church Without Walls International, Inc. Lease Agreement – Gospel Island

the part of LESSEE, its officers, employees, or agents, or any other occupants or third parties.

XVI. Records. LESSEE will keep and maintain public records required by LESSOR to perform the service. 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 to perform the service. 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 KINCH, CUSTODIAN OF PUBLIC RECORDS, AT 3600 W. SOVEREIGN PATH, LECANTO, FL 34461; PHONE: 352-527-5235; EMAIL: NANCY.KINCH@CITRUSBOCC.COM

XVII. 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 event any 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.

XVIII. 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-breeching 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.

XIX. 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 instance shall LESSEE or its receiver, trustee, or other judicial officer ever have any right, title, or interest in or to the above described PREMISES by virtue of this Lease Agreement.

XX. Parties. This Lease Agreement shall be binding upon LESSOR, and LESSEE and its officers, directors, agent, legal representatives, heirs, successors in interest and assignees, except as stated above.

XXI. 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 The New Church Without Walls International, Inc., 300 S. Kensington Ave., Lecanto Florida 34461 shall constitute sufficient notice to LESSEE under this agreement.

XXII. 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.

XXIII. 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 LEESOR annually, and non-compliance shall be a basis for termination of this Agreement

XXIV. Authorized Activities. LESSOR agrees that LESSEE may use the PREMISES for the purpose of storing and distributing food for those in need.

XXV. 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.

XXVI. 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.

XXVII. Termination. This Lease Agreement may be terminated by either Party hereto with or without cause upon sixty (60) 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.

XXVIII. 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.

XXIX. 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.

XXX. 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:

THE NEW CHURCH WITHOUT WALLS INTERNATIONAL INC., A FLORIDA NOT FOR PROFIT CORPORATION
BY: _____
Douglas Alexander Sr., President

_____
Witness

Diana Leigh Phillips
Printed Name

_____
Witness

Brenda K. Gillum
Printed Name

STATE OF Florida

COUNTY OF Citrus

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 3rd day of February, 2022, by Douglas Alexander Sr., President of The New Church Without Walls International Inc., a Florida Not for Profit Corporation, on behalf of said corporation, who is personally known to me or who produced _____ as identification.

_____
Notary Public, State of Florida
Printed Name: Diana Leigh Phillips
Commission No._____
Expiration Date:

DIANA LEIGH PHILLIPS
Notary Public - State of Florida
Commission # HH 043787
My Comm. Expires Sep 29, 2024
Bonded through National Notary Assn.

LESSOR:

Attachment: 1d Supporting Documents - Lease (19962 : The New Church Without Walls International, Inc. Lease Agreement – Gospel Island

ATTEST:

CITRUS COUNTY, FLORIDA

_____
Angela Vick, Clerk

BY:_____
Ronald E. Kitchen, Jr., Chairman

Approved as to Form for the
Reliance of Citrus County Only:

_____
Denise A. Dymond Lyn, County Attorney

Attachment: 1d Supporting Documents - Lease (19962 : The New Church Without Walls International, Inc. Lease Agreement – Gospel Island

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) Contractor 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 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 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-Lessees, sole proprietors, or business entities of any kind who contract with the County for provision of goods or services, provide workers' compensation coverage for all

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employees, and principles of sub-Lessees, sole proprietors, or other business entities. All provisions of this Section shall be construed in accord with this intent.

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 amounts that exceed $10,000, the Lessee shall maintain a Commercial Surety Bond or Letter of Credit in an amount equal to said deductible or self insured retention.

4) All required insurance policies must be maintained until the contract work has been accepted by the County. In addition, a minimum 30-day notification clause is required if any changes in policy language occur, or in the event the policy is canceled.

5) Citrus County, Florida, a political subdivision of the State of Florida, its officials, employees and volunteers are to be covered as an Additional Insured on all policies except Workers Compensation. The coverage shall contain no special limitation on the scope of protection afforded to the County, its officials, employees or volunteers.

6) The Lessee's insurance coverage shall be primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of 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 Waiver of 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.

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9) It is the Lessee's responsibility to insure that all sub-Lessees comply with these insurance requirements. Lessees shall include all sub-Lessees as insured under its policies or shall furnish separate certificates and endorsements for each sub-Lessee. All coverages for subLessees shall be subject to all of the requirements stated herein.

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) AII 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 (COI) 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).

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CHURWIT-01

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/20/2021

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 License # L100460 Acentria Insurance - Inverness 117 N Seminole Ave Inverness, FL 34450	CONTACT NAME: PHONE (A/C, No, Ext): (352) 637-5191 FAX (A/C, No): (352) 637-2396 E-MAIL ADDRESS: jennifer.benefield@acentria.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : GuideOne National Insurance Company — 14167
INSURED The New Church Without Walls International Inc 300 S Kensington Avenue Lecanto, FL 34461	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X	X	1451996	9/17/2021	9/17/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG PASTORAL	$ 1,000, $ 100, $ 10, $ 1,000, $ 2,000, $ 2,000, $ 1,000,
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			1829016	9/17/2021	9/17/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 350, $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Citrus County, Florida
A Political Subdivision of the State of Florida
3600 W Sovereign Path
Lecanto, FL 34461

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Linda Waul Allen

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The ACORD name and logo are registered marks of ACORD

Attachment: 1d Supporting Documents - Lease (19962 : The New Church Without Walls International, Inc. Lease Agreement – Gospel Island

JIMMY PATRONIS
CHIEF FINANCIAL OFFICER

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION

*** * CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW * ***

NON-CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 5/15/2020 **EXPIRATION DATE:** 5/15/2022

PERSON: DOUGLAS ALEXANDER SR **EMAIL:** THENEWCWOW@GMAIL.COM

FEIN: 300098311

BUSINESS NAME AND ADDRESS:

THE NEW CHURCH WITHOUT WALLS INTERNATIONAL

THE NEW CHURCH WITHOUT WALLS INTERNATIONAL

300S. KENSINGTON AVE.

LECANTO, FL 34461

SCOPE OF BUSINESS OR TRADE:

College: Professional
Employees & Clerical

IMPORTANT: Pursuant to subsection 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to subsection 440.05(12), F.S., Certificates of election to be exempt issued under subsection (3) shall apply only to the corporate officer named on the notice of election to be exempt and apply only within the scope of the business or trade listed on the notice of election to be exempt. Pursuant to subsection 440.05(13), F.S., notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.

DFS-F2-DWC-252 CERTIFICATE OF ELECTION TO BE EXEMPT REVISED 08-13 E01166291 QUESTIONS? (850) 413-1609

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EFFECTIVE DATE: 5/15/2020 **EXPIRATION DATE:** 5/15/2022

PERSON: TERESA ALEXANDER **EMAIL:** THENEWCWOW@GMAIL.COM

FEIN: 300098311

BUSINESS NAME AND ADDRESS:

THE NEW CHURCH WITHOUT WALLS INTERNATIONAL INC.

300 S KENSINGTON AVE

LECANTO, FL 34461

SCOPE OF BUSINESS OR TRADE:

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EFFECTIVE DATE: 5/13/2020 **EXPIRATION DATE:** 5/13/2022

PERSON: CARMEN VELEZ **EMAIL:** CVELEZ.NCWOW@GMAIL.COM

FEIN: 300098311

BUSINESS NAME AND ADDRESS:

THE NEW CHURCH WITHOUT WALLS INTERNATIONAL INC.

300 S. KENSINGTON AVE

LECANTO, FL 34461

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NON-CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 5/15/2020 **EXPIRATION DATE:** 5/15/2022

PERSON: JOAN JOHNSON **EMAIL:** JOANJ916@GMAIL.COM

FEIN: 300098311

BUSINESS NAME AND ADDRESS:

THE NEW CHURCH WITHOUT WALLS INTERNATIONAL INC.

300 S. KENSINGTON AVE

LECANTO, FL 34461

SCOPE OF BUSINESS OR TRADE:

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Employees & Clerical

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This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 5/15/2020 **EXPIRATION DATE:** 5/15/2022

PERSON: SONNY WRIGHT **EMAIL:** SNNYWRIGHT@YAHOO.COM

FEIN: 300098311

BUSINESS NAME AND ADDRESS:

THENEW CHURCH WITHOUT WALLS INTERNATIONAL INC.

300 S KENSINGTON AVE

LECANTO, FL 34461

SCOPE OF BUSINESS OR TRADE:

College: Professional
Employees & Clerical

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DFS-F2-DWC-252 CERTIFICATE OF ELECTION TO BE EXEMPT REVISED 08-13 E01166313 QUESTIONS? (850) 413-1609

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ACORD

CHURWIT-01 JJENSEN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/20/2021

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 License # L100460	CONTACT NAME:	
Acentria Insurance - Inverness 117 N Seminole Ave Inverness, FL 34450	PHONE (A/C, No, Ext): (352) 637-5191	FAX (A/C, No): (352) 637-2396
	E-MAIL ADDRESS: jennifer.benefield@acentria.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : GuideOne National Insurance Company	14167
INSURED The New Church Without Walls International Inc 300 S Kensington Avenue Lecanto, FL 34461	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X	X	1451996	9/17/2021	9/17/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG PASTORAL	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			1829016	9/17/2021	9/17/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 350,000 $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N N / A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Citrus County, Florida
A Political Subdivision of the State of Florida
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CANCELLATION

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AUTHORIZED REPRESENTATIVE

Lydia C. Wallace

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EFFECTIVE DATE: 5/15/2020 **EXPIRATION DATE:** 5/15/2022

PERSON: DOUGLAS ALEXANDER SR **EMAIL:** THENEWCWOW@GMAIL.COM

FEIN: [redacted]

BUSINESS NAME AND ADDRESS:

THE NEW CHURCH WITHOUT WALLS INTERNATIONAL

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DFS-F2-DWC-252 CERTIFICATE OF ELECTION TO BE EXEMPT REVISED 08-13 E01166291 QUESTIONS? (850) 413-1609

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EFFECTIVE DATE: 5/15/2020 **EXPIRATION DATE:** 5/15/2022

PERSON: TERESA ALEXANDER **EMAIL:** THENEWCWOW@GMAIL.COM

FEIN: [redacted]

BUSINESS NAME AND ADDRESS:

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PERSON: CARMEN VELEZ **EMAIL:** [redacted]

FEIN: [redacted]

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PERSON: JOAN JOHNSON **EMAIL:** [redacted]

FEIN: [redacted]

BUSINESS NAME AND ADDRESS:

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PERSON: SONNY WRIGHT **EMAIL:** [redacted]

FEIN: [redacted]

BUSINESS NAME AND ADDRESS:

THENEW CHURCH WITHOUT WALLS INTERNATIONAL INC.

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LECANTO, FL 34461

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AGENDA MEMORANDUM

FROM:	Randall Olney, Public Works Director
SUBJECT:	FY 2022 Residential Resurfacing Program
AGENDA DATE:	**March 08, 2022**

BRIEF OVERVIEW:

The Board approved ITB 21-143; Residential Resurfacing Project FY 2022 on January 4, 2022 and awarded the contract to Pave-Rite, Inc at the bid price of $4,718,633.35 with a total contract amount of $4,750,000.00. $750,000 are MSBU funds and are to be used within Citrus Springs.

The PO was issued on January 13, 2022, the Performance Bond Recorded on January 20, 2022, and a Pre-Construction meeting was held on February 9, 2022. The notice to proceed (NTB) was issued on February 28, 2022. Consequently, from bid award to NTP was almost 60 days.

The contractor states they are not prepared to start the project and desires a contract extension of 60 days. The current executed contract provides one hundred and fifty (150) days for completion from the NTP. A 60-day extension would extend this time to 210 days from NTP.

The Board of County Commissioners and staff are getting a significant number of inquiries and concerns about the status and timeliness of road resurfacing. The belief is this is a county issue.

We understand that the contractor will be preforming a job for the Bonding Company's as the completion contractor in South Florida. We would also understand that the contractor has several other projects that they have been awarded. While road resurfacing tends to be fill in work for paving contractors, we are concerned about the number of projects the contractor has in que, however, the means, method and timing of the work is the contractors.

County staff was advised by the contractor they want a 60-day extension to the current contract which provides for one hundred and fifty (150) days for completion from the notice to proceed (NTP). If the BOCC grants the extension the contract would be extended to September 22, 2022. The contractor would also get additional time for acts of God (i.e. rain days, etc.).

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:

Discuss options and provide direction on requested 60 day contract extension.

Pave-Rite, Inc.
3411 W. Crigger Ct.
Lecanto, FL 34461
(352) 621-1600
Fax (352) 621-1645
www.paveriteflorida.com

2/15/22

Charles Leazott
Citrus County BOCC
Dept. of Public Works
Engineering Division

RE: Citrus County Residential Road Resurfacing Project FY 21/22

Charles,

Pave-Rite is requesting an additional 60 days be added to our Road Resurfacing contract referenced above.

We are working diligently to complete the take-over of the DAB Constructors resurfacing project from the previous year. We were awarded this work by the surety in early September 2021, and expected to start the work right away. Unfortunately, there were many delays in starting because of the legal requirements and Citrus County approval of the Surety's agreement. As a result, we weren't able to start until late November 2021.

We have other projects that got delayed because of the timeline of this project, which we are trying to work through. Our expectation was that we would start the DAB takeover work in mid to late September 2021, and be completed before now.

Our intent is to complete the above referenced project in a timely manner that works for both Citrus County and us.

Please consider this time extension request.

L. Michael Delgado
President
Pave-Rite, Inc.

Attachment: 2022-02-15 Letter from Pave-Rite Requesting Extention (20037 : FY 2022 Residential Resurfacing Program)

AGENDA MEMORANDUM

FROM:	Colleen Scott, Management & Budget Director
SUBJECT:	Defensive Driving Training
AGENDA DATE:	**March 08, 2022**

BRIEF OVERVIEW:

Risk Management will be providing Defensive Driving Training to over 400 + employees who drive County vehicles on a daily basis as required per their job descriptions and who provide services to the citizens of Citrus County. This defensive driving class will review the basic handling of a vehicle and will assist in the importance of defensive driving during braking, backing up, turning, and evasive maneuvers.

This realistic training will assist in the importance of maintaining focus on other vehicles and objects that may cause a crash or accident. This training will be tailored for Citrus County employees. The instructors are certified and former law enforcement officers who have over seventy (70) combined years of experience in their field.

The training will be held at the Lecanto High School driving range, which is Citrus County School Board property and the Citrus County School Board has graciously granted use of their driving facility to the Board of County Commissioners for this most important training at no charge.

BUDGET IMPACT/FUNDING SOURCE:

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

RECOMMENDED ACTION:

a. Approve and authorize the Chairman to execute a Facilities Use Agreement between the School District of Citrus County and Citrus County, Florida for use of their driving facility located at the Lecanto High School Driving Range, at no charge to the County.

b. Approve and authorize the Chairman to execute a Defensive Driving Contract between Intercept Close Quarter Combat, Inc. and Citrus County, Florida for Defensive Driver Training which will begin on Monday, March 14, 2022 and conclude May 19, 2022, to train 400+ employees in the total amount of $19,200.

THE SCHOOL DISTRICT OF CITRUS COUNTY, FLORIDA
FACILITIES USE AGREEMENT
(GOVERNMENTAL ENTITY)

This Agreement made between the SCHOOL BOARD OF CITRUS COUNTY, FLORIDA (hereinafter referred to as the "Board" and Citrus County, Florida, a political subdivision of the State of Florida, hereinafter referred to as "User".

In consideration of the following mutual promises and conditions, the Board and User agree as follows:

1. The Board grants to the User the temporary use of the facilities known as the Lecanto High School Driving Range, located behind the Lecanto High School, during the hours of 7:30 am and 5:30 pm on the following date(s): March 1, 2022 through May 19, 2022. User shall not occupy the facilities between the hours of 12:00 a.m. and 6:00 a.m. without the express written permission of the Superintendent or designee. Such use shall be in conformance with and subject to the Board's Use of Facilities Policy and to any Administrative Guidelines developed pursuant to such policy.
2. Prior to use of Board's facilities, User shall pay to Board the fees set forth in the Facility Use Request, unless other arrangements are approved in advance..
3. User shall conform to the general conditions of use set forth in this Agreement and the additional conditions of use, and other matters, if any, set forth in the Facility Use Request.
4. User warrants that all information, including the information set forth in any application for temporary use of the Board's facilities, which User may have given the Board in connection with the use of the facilities described on the Facility Use Request, is true, complete and correct.
5. This Agreement shall be deemed dated, and become effective, as of the date on which a duly authorized representative of the Board executes this Agreement, provided such date of execution is later than the date on which the User executes this Agreement.
6. This Agreement shall not be assignable or transferable in any manner without the express written consent of the Board.
7. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Board and the User.
8. Each Party has sovereign immunity. Each Party to this Agreement agrees to be fully responsible for its acts or omissions, or its agents' acts or omissions when acting within the scope of employment or agency and agrees to be liable for any damages resulting from said acts of omissions. This recognition by the parties is intended to be consistent with the State's limited waiver of sovereign immunity pursuant to Section 768.28, Florida Statutes and the opinions of the Florida courts and Florida Attorney General, and does not alter such waiver, waive any lawful defense, or extend liability of either party beyond the provisions established in Section 768.28, Florida Statutes. Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.
9. The User agrees that it will cooperate with the Board, school principal or designee of either of them when any of said Board representatives shall direct the User to remove any employee, agent, member, guest, invitee or licensee of the User from the facility. Such direction to remove may be given in the sole discretion of the Board or its designee so long as the Board or its designee shall require such removal in the interest of the educational program, or the safety, health, welfare or security of any student, parent, guardian, guest, invitee, licensee, employee or agent of the Board.
10. Risk of any loss to User's property shall be entirely upon User. User may not store any equipment, material or other matter in Board's facilities without express written approval from the Board.
11. No equipment, material or other matter which presents a health or safety hazard to persons or property may be brought upon the Board's facility. The use of open flames, makeshift electrical wiring, flammable and/or

Attachment: School Board for Government (19960 : Defensive Driving Training)

caustic materials and the like are prohibited.

12. All persons using the Board's facility pursuant to the Agreement shall confine themselves to the area of the facility for which temporary use has been granted to User.
13. The use of any form of tobacco, illegal drugs, liquor, profane language, obscene materials or acts, gambling or violence is prohibited.
14. Food or beverages may not be used without express written approval from the Board.
15. Equipment, material or other matter owned by the Board may not be used or removed without express written approval from the Board.
16. Prior to the termination of the temporary use, unless other arrangements are expressly approved in writing by the Board, all equipment, material and other matter brought upon the facility by User shall be removed and the facility cleaned up and restored to the condition in which it was provided.
17. User shall at all times provide sufficient supervision of its activities to insure compliance with this Agreement. The Board may, but has no duty to, require additional supervision, including police supervision, as it deems appropriate for protection of the facility and other Board property and to determine User's compliance with this Agreement.
18. Electrical equipment shall not be operated without express written approval from the Board.
19. Use of a facility may be terminated by the Board in the event of any emergency, and breach of this Agreement, or in the event that the facility is required for any Board program which cannot reasonably be held at another time and place.
20. The User agrees that if the standard fee schedule changes during the period of time for use reserved hereunder, that any increased fees shall be due and payable at the time they become effective.
21. The maximum capacity of the facility, as set forth in the Facility Use Request to this Agreement or as otherwise set forth by the Board, shall not be exceeded.

IN WITNESS WHEREOF, the Board and User have executed this Agreement as follows:

Citrus County School Board

Superintendent/Designee

Dated: 2/18/2022

USER: Citrus County, Florida, a political subdivision Of the State of Florida

Ronald E. Kitchen, Jr., Chairman

Dated: March 8, 2022

Attachment: School Board for Government (19960 : Defensive Driving Training)

DEFENSIVE DRIVING PROPOSAL

Intercept Close Quarter Combat, INC., will provide basic defensive driving training for employees of the Citrus County, Florida. The training will include several driving maneuvers which will allow the driver to understand the dynamics of the vehicle.

Instructors will use Practical Exercise to address vehicle positioning.

The goal for this defensive driver's course is to give the driver a basic understanding of how the vehicle handles and operates during breaking, turning, backing and evasive maneuvers. The vehicle will not exceed a speed of 35 miles per hour in forward motion.

Additionally, our experienced instructors will work with your drivers to realize distinct benefits from PRACTICAL EXERCISE. This allows your drivers to experience realistic training.

Our instructors have over seventy (70) years of defensive training combined. All trainers are (FDLE) Florida Department of Law Enforcement Certified.

Our instructors will help the drivers understand the importance of defensive driving and maintaining focus on other vehicles and objects that may cause crash or accident.

TRAINING SESSIONS

Our trainers carefully plan all training sessions around the set and agreed upon training service goals and outcomes. We will continue to work with you to find the ideal outcome for your staff and to minimize the minor fender benders or property damage that occur while being distracted while driving. We will deliver the most efficient and tailored training possible.

We recognize the value of your time as well as our own, and our goal is to best prepare you and your staff while taking up as little of your time as possible.

Your training will be conducted by well experienced trainers over a total of 12 weeks that will run from March 2022 through May 2022, conducted in (2) 4-hour sessions per every Tuesday and Thursday beginning from 8 a.m. to 5 p.m. This will include approximately four hundred (400) employees of the Board of County Commissioners, Department of Health, Property Appraiser, Tax Collector, Clerk of the Court and Supervisor of Elections.

The training course will consist of lectures and practical exercise that emphasize the following concepts and proficiencies: Distracted Driving, Vehicle Positioning, and Braking and Turning, which causes a majority of crashes.

Attachment: Defensive Driving Contract (19960 : Defensive Driving Training)

DEFENSIVE DRIVING CONTRACT

This Defensive Driving Contract (the "Contract") states the terms and conditions that govern the contractual agreement between Intercept Close Quarter Combat, Inc., having its principal place of business at 1087 E Allegrie Drive, Inverness, Fla., 34453, hereafter known as (the "Trainer"), and Citrus County, Florida, hereinafter known as (the "County") who agrees to be bound by the Contract.

Whereas, the Trainer holds significant expertise and offers training services in defensive driving training for which the County would like to engage the Trainer according to the terms and conditions herein.

Now, therefore, in consideration of the mutual covenants and promises made by the parties within this Contract, the Trainer and the County (individually, each a "Party" and collectively, the "Parties") covenant and agree as follows:

1. **Training** - the Trainer shall conduct training in defensive driving in accordance with the schedule attached. Citrus County, Florida will supply all vehicles and training equipment during this training session, such as Training Facility (ETC Driving Range) and County vehicles.

2. **Payment** – The total cost to be paid to the Trainer by the County for the services hereunder will be $19,200 in the form of 6 equal payments of $3,200.00. First payment to be made 2 weeks from start of classes.

3. **No Modification Unless in Writing** – No modification of this Contract shall be valid unless in writing and agreed upon by both Parties.

4. **Applicable Law** – This Contract and the interpretation of its terms shall be governed by and construed in accordance with the laws of the State of Florida and subject to the exclusive jurisdiction of the federal and state courts located in Citrus County, Florida.

6. **Insurance** – Trainer must obtain a general liability policy with minimum limits of $1,000,000 per occurrence and a $2,000,000 general aggregate.

   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.

Attachment: Defensive Driving Contract (19960 : Defensive Driving Training)

Trainer 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 "occurrence" form.

Trainer 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, Trainer shall maintain a Commercial Surety Bond or Letter of Credit in an amount equal to said deductible or self-insured retention.

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.

Citrus County, Florida, a political subdivision of the State of Florida, its officials, employees and volunteers are to be covered as an Additional Insured on all policies except Workers Compensation. The coverage shall contain no special limitation on the scope of protection afforded to County, its officials, employees or volunteers.

Trainer'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 Trainer's insurance and shall be non-contributory.

For all policies of insurance: Trainer 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.

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

Attachment: Defensive Driving Contract (19960 : Defensive Driving Training)

IN WITNESS WHEREOF, each of the Parties has executed this Contract, both Parties by its duly authorized officer, as of the day and year set forth below.

Intercept Close Quarter Combat, LLC

Dated: 2/28/2022

Meredyth Dixon, President

Citrus County, Florida, a political subdivision of the State of Florida

Dated: _____

Ronald E. Kitchen, Jr., Chairman

Attachment: Defensive Driving Contract (19960 : Defensive Driving Training)

INDEMNIFICATION AGREEMENT
CITRUS COUNTY, FLORIDA, a Political Subdivision of the State of Florida,
AND
INTERCEPT CLOSE QUARTER COMBAT, INC.

Defensive Driving Training
Lecanto High School Driving Range

To the extent permitted by law, and notwithstanding any other provision of this Contract to the contrary, **INTERCEPT CLOSE QUARTER COMBAT, INC.**, shall indemnify, save and hold harmless, **CITRUS COUNTY, FLORIDA,** and all its officers, agents, employees or volunteers 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, **CITRUS COUNTY, FLORIDA,** its subcontractors, agents or employees or accruing, resulting from, or related to the subject matter of the Defensive Driving Agreement between **INTERCEPT CLOSE QUARTER COMBAT, INC. and CITRUS COUNTY, FLORIDA**, dated _____, 2022,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, **INTERCEPT CLOSE QUARTER COMBAT, INC.,** nor any of its agents will be liable 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, **INTERCEPT CLOSE QUARTER COMBAT, INC.,** 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.

By signing below, **INTERCEPT CLOSE QUARTER COMBAT, INC.,** agrees to abide by terms of the Indemnification Agreement.

Date: _____

INTERCEPT CLOSE QUARTER COMBAT, INC.

_____

Printed Name: MEREDITH DIXON

Attachment: Indemnificaton Agreement (19960 : Defensive Driving Training)

AGENDA MEMORANDUM

FROM:	Charles R. Oliver, County Administrator
SUBJECT:	FY 2021 Edward Byrne Memorial Justice Assistance Grant JAG D Local Solicitation
AGENDA DATE:	**March 08, 2022**

BRIEF OVERVIEW:

The U.S. Department, Office of Justice Programs, Bureau of Justice Assistance has allocated a sum of $30,198 to Citrus County as the "FY 2021 Edward Byrne Memorial Justice Assistance Grant JAG Local Solicitation".

The purpose of this grant is to give assistance to local law enforcement to fight crime and reduce violence. As in past years, we will use these funds to pay for wireless communications for Law Enforcement Road Patrol. No matching funds are required.

Application for this grant was made online directly to the Bureau of Justice Assistance.

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 grant Certification and Assurances for funding assistance through the U.S. Department Office of Justice Programs, Bureau of Justice Assistance, FY 2021 Edward Byrne Memorial Justice Assistance Grant (JAG D) Local Solicitation in the amount of $30,198.

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

Edward Byrne Justice Assistance Grant Program FY 2021 Local Solicitation

Certifications and Assurances by the Chief Executive of the Applicant Government

On behalf of the applicant unit of local government named below, in support of that locality's application for an award under the FY 2021 Edward Byrne Justice Assistance Grant ("JAG") Program, and further to 34 U.S.C. § 10153(a), I certify to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

1. I am the chief executive of the applicant unit of local government named below, and I have the authority to make the following representations on my own behalf as chief executive and on behalf of the applicant unit of local government. I understand that these representations will be relied upon as material in any OJP decision to make an award, under the application described above, to the applicant unit of local government.

2. I certify that no federal funds made available by the award (if any) that OJP makes based on the application described above will be used to supplant local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.

3. I assure that the application described above (and any amendment to that application) was submitted for review to the governing body of the unit of local government (*e.g.*, city council or county commission), or to an organization designated by that governing body, not less than 30 days before the date of this certification.

4. I assure that, before the date of this certification— (a) the application described above (and any amendment to that application) was made public; and (b) an opportunity to comment on that application (or amendment) was provided to citizens and to neighborhood or community-based organizations, to the extent applicable law or established procedure made such an opportunity available.

5. I assure that, for each fiscal year of the award (if any) that OJP makes based on the application described above, the applicant unit of local government will maintain and report such data, records, and information (programmatic and financial), as OJP may reasonably require.

6. I have carefully reviewed 34 U.S.C. § 10153(a)(5), and, with respect to the programs to be funded by the award (if any), I hereby make the certification required by section 10153(a)(5), as to each of the items specified therein.

Signature of Chief Executive of the Applicant Unit of Local Government	Date of Certification
Printed Name of Chief Executive	Title of Chief Executive
Name of Applicant Unit of Local Government	

Attachment: 2021 JAG Grant (19996 : FY 2021 Edward Byrne Memorial Justice Assistance Grant JAG D Local Solicitation)

Award Letter

October 8, 2021

Dear William DiGeloromo,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by CITRUS COUNTY FLORIDA for an award under the funding opportunity entitled 2021 BJA FY 21 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation. The approved award amount is $30,198.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

Congratulations, and we look forward to working with you.

Maureen Henneberg
Deputy Assistant Attorney General

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the

Attachment: 2021 JAG Grant (19996 : FY 2021 Edward Byrne Memorial Justice Assistance Grant JAG D Local Solicitation)

Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity. Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm.

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a nondiscriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOPs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEOP requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5).

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at askOCR@ojp.usdoj.gov.

Memorandum Regarding NEPA

NEPA Letter Type

OJP - Ongoing NEPA Compliance Incorporated into Further Developmental Stages

NEPA Letter

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:

a. New construction;

Attachment: 2021 JAG Grant (19996 : FY 2021 Edward Byrne Memorial Justice Assistance Grant JAG D Local Solicitation)

b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see https://www.bja.gov/Funding/nepa.html.

NEPA Coordinator

First Name	Middle Name	Last Name
Orbin	——	Terry

Award Information
Project Information
Financial Information
Award Conditions
Award Acceptance

Attachment: 2021 JAG Grant (19996 : FY 2021 Edward Byrne Memorial Justice Assistance Grant JAG D Local Solicitation)

Program Narrative Citrus County Florida for the 2021 "Edward Byrne Memorial Justice Assistance Grant FY 2021 Local Solicitation."

PROJECT – "Mobile Wireless Communications for Law Enforcement Road Patrol Deputies FY 2021"

Timely and accurate information is essential to the safety and efficiency of our deputies as they perform their duties. Modern technology makes it possible to provide most of the information directly to officer in his patrol car. This is accomplished through the use of wireless broadband data circuits which allow access to networks both within and outside the officer's agency.

The goal of this project is to provide more timely and accurate public safety data to Citrus County Sheriff's deputies. This accurate and timely information improves service and enhances the safety of our police officers and citizens. These objectives will be accomplished by using the JAG grant to provide funding for wireless data connections for deputy patrol cars.

The Citrus County Sheriff's Office will continue to upgrade and augment the data available to our road patrol officers. The JAG funding will allow us to provide wireless broadband data connections to a number of our patrol cars over the period of the grant. This data will enable the deputies to perform at a higher level while improving safety on the job.

The expenditure of these funds will be completed within one year of receipt of the grant fund. All items will be installed and users will be trained by Citrus County Sheriff's Office Personnel.

The implementing agency, The Citrus County Sheriff's Office, will set up within the agency's financial system, a separate budgetary cost center for this grant funding. Expenditure of these

Attachment: 2021 JAG Grant (19996 : FY 2021 Edward Byrne Memorial Justice Assistance Grant JAG D Local Solicitation)

funds will be tracked through this cost center. Financial and Performance reports will be generated by the Director of Finance and the IT Director respectively.

Attachment: 2021 JAG Grant (19996 : FY 2021 Edward Byrne Memorial Justice Assistance Grant JAG D Local Solicitation)

CITRUS COUNTY FLORIDA BUDGET ATTACHMENT 2021 LOCAL SOLICITATION		
H. OTHER - COSTS		
ITEM	**COMPUTATION**	**COST**
Wireless Broadband Access Accounts for Citrus County Sheriff's Patrol Cars	67 accounts for 1 year @ $434.96 each	$29,292
3% Diversion to NIBRS implementation	3% of $30,198	$906
TOTAL		**$30,198**

BUDGET CATEGORY	AMOUNT
A. Personnel	-
B. Fringe Benefits	-
C. Travel	-
D. Equipment	-
E. Supplies	-
F. Construction	-
G. Consultants/Contracts	-
H. Other	**$30,198**
TOTAL DIRECT COSTS	**$30,198**
I. Indirect Cost	
TOTAL PROJECT COSTS	**$30,198**
	$30,198
Federal Request	
Non-Federal Request	

Attachment: 2021 JAG Grant (19996 : FY 2021 Edward Byrne Memorial Justice Assistance Grant JAG D Local Solicitation)

CITRUS COUNTY FLORIDA BUDGET NARRATIVE

Citrus County attempting to make law enforcement functions more efficient and effective through the use of available wireless communication technology. Toward this end, we plan to use allocated JAG funds to purchase wireless broadband access for sixty-seven of our Road Patrol Deputies.

H – OTHER COSTS

A. $29,292 will be used to provide wireless broadband access to approximately 67 Citrus County Sheriff's road patrol deputies for a period of 12 months. This service will be provided, for a monthly fee, by FirstNet in Citrus County. Installations and training will be accomplished by Citrus County Sheriff's Office personnel.

B. $906 will be diverted to future NIBRS implementation per OJP stipulation.

Attachment: 2021 JAG Grant (19996 : FY 2021 Edward Byrne Memorial Justice Assistance Grant JAG D Local Solicitation)

REVIEW NARRATIVE Citrus County Florida for the 2021 "Edward Byrne Memorial Justice Assistance Grant FY 2021 Local Solicitation."

PROJECT – "Mobile Wireless Communications for Law Enforcement Road Patrol Deputies FY 2021-2022"

DISPARATE JURISDICTION / MOU:

This applicant is not part of a disparate jurisdiction and includes no Memorandum of Understanding.

Attachment: 2021 JAG Grant (19996 : FY 2021 Edward Byrne Memorial Justice Assistance Grant JAG D Local Solicitation)

ABSTRACT: Citrus County Florida for the 2021 Edward Byrne Memorial Justice Assistance Grant FY 2021 Local Solicitation.

APPLICANT NAME: CITRUS COUNTY, FORIDA

PROJECT NAME: "Mobile Wireless Data Communications for Law Enforcement Road Patrol Deputies FY 2021"

PROJECT IDENTIFIER: Data Sharing/Linkage

PROJECT GOAL: To improve distribution and sharing of essential law enforcement information to law enforcement officers throughout the jurisdiction.

GOALS: Implement an up-to-date, efficient data network to serve the needs of county-wide law enforcement in Citrus County, FL. Provide wireless data communication for Patrol Officers to improve job efficiency and officer Safety.

STRATEGIES: The Citrus County Sheriff's Office and Citrus County are always looking for opportunities to take advantage of the newest proven technology to ensure that our officers and other law enforcement members have the tools and information they need to function as safely and efficiently as possible in today's information driven environment.

DISCLOSURE OF PENDING APPLICATIONS: Citrus County Florida has no other funding applications pending to support this project.

Attachment: 2021 JAG Grant (19996 : FY 2021 Edward Byrne Memorial Justice Assistance Grant JAG D Local Solicitation)

Disclosure of Pending Applications

Citrus County, Florida does not have pending applications submitted within the last 12 months for federally funded grants or subgrants (including cooperative agreements) that include requests for funding to support the same project being proposed under this solicitation and will cover the identical cost items outlined in the budget narrative and worksheet in the application under this solicitation.

Attachment: 2021 JAG Grant (19996 : FY 2021 Edward Byrne Memorial Justice Assistance Grant JAG D Local Solicitation)

OMB APPROVAL NUMBER
1121-0140

EXPIRES 05/31/2019

U.S. DEPARTMENT OF JUSTICE

CERTIFIED STANDARD ASSURANCES

On behalf of the Applicant, and in support of this application for a grant or cooperative agreement, I certify under penalty of perjury to the U.S. Department of Justice ("Department"), that all of the following are true and correct:

(1) I have the authority to make the following representations on behalf of myself and the Applicant. I understand that these representations will be relied upon as material in any Department decision to make an award to the Applicant based on its application.

(2) I certify that the Applicant has the legal authority to apply for the federal assistance sought by the application, and that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project costs) to plan, manage, and complete the project described in the application properly.

(3) I assure that, throughout the period of performance for the award (if any) made by the Department based on the application--

a. the Applicant will comply with all award requirements and all federal statutes and regulations applicable to the award;
b. the Applicant will require all subrecipients to comply with all applicable award requirements and all applicable federal statutes and regulations; and
c. the Applicant will maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest.

(4) The Applicant understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition--

a. the Applicant understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
b. the Applicant understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;
c. the Applicant understands that it must require any subrecipient to comply with all such applicable statutes (and associated regulations); and
d. on behalf of the Applicant, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

(5) The Applicant also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

(6) I assure that the Applicant will assist the Department as necessary (and will require subrecipients and contractors to assist as necessary) with the Department's compliance with section 106 of the National

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Historic Preservation Act of 1966 (54 U.S.C. § 306108), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. §§ 312501-312508), and the National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321-4335), and 28 C.F.R. Parts 61 (NEPA) and 63 (floodplains and wetlands).

(7) I assure that the Applicant will give the Department and the Government Accountability Office, through any authorized representative, access to, and opportunity to examine, all paper or electronic records related to the award (if any) made by the Department based on the application.

(8) If this application is for an award from the National Institute of Justice or the Bureau of Justice Statistics pursuant to which award funds may be made available (whether by the award directly or by any subaward at any tier) to an institution of higher education (as defined at 34 U.S.C. § 10251(a)(17)), I assure that, if any award funds actually are made available to such an institution, the Applicant will require that, throughout the period of performance--

a. each such institution comply with any requirements that are imposed on it by the First Amendment to the Constitution of the United States; and
b. subject to par. a, each such institution comply with its own representations, if any, concerning academic freedom, freedom of inquiry and debate, research independence, and research integrity, at the institution, that are included in promotional materials, in official statements, in formal policies, in applications for grants (including this award application), for accreditation, or for licensing, or in submissions relating to such grants, accreditation, or licensing, or that otherwise are made or disseminated to students, to faculty, or to the general public.

(9) I assure that, if the Applicant is a governmental entity, with respect to the award (if any) made by the Department based on the application--

a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
b. it will comply with requirements of 5 U.S.C. §§ 1501-1508 and 7324-7328, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

(10) If the Applicant applies for and receives an award from the Office of Community Oriented Policing Services (COPS Office), I assure that as required by 34 U.S.C. § 10382(c)(11), it will, to the extent practicable and consistent with applicable law--including, but not limited to, the Indian Self- Determination and Education Assistance Act--seek, recruit, and hire qualified members of racial and ethnic minority groups and qualified women in order to further effective law enforcement by increasing their ranks within the sworn positions, as provided under 34 U.S.C. § 10382(c)(11).

(11) If the Applicant applies for and receives a DOJ award under the STOP School Violence Act program, I assure as required by 34 U.S.C. § 10552(a)(3), that it will maintain and report such data, records, and information (programmatic and financial) as DOJ may reasonably require.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department?s awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

Close Window

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U.S. DEPARTMENT OF JUSTICE

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the U.S. Department of Justice ("Department") determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by 31 U.S.C. § 1352, as implemented by 28 C.F.R. Part 69, the Applicant certifies and assures (to the extent applicable) the following:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Applicant, 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 an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If the Applicant's request for Federal funds is in excess of $100,000, and 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 an employee of a member of Congress in connection with this Federal grant or cooperative agreement, the Applicant shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities" in accordance with its (and any DOJ awarding agency's) instructions; and

(c) The Applicant shall require that the language of this certification be included in the award documents for all subgrants and procurement contracts (and their subcontracts) funded with Federal award funds and shall ensure that any certifications or lobbying disclosures required of recipients of such subgrants and procurement contracts (or their subcontractors) are made and filed in accordance with 31 U.S.C. § 1352.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

A. Pursuant to Department regulations on nonprocurement debarment and suspension implemented at 2 C.F.R. Part 2867, and to other related requirements, the Applicant certifies, with respect to prospective participants in a primary tier "covered transaction", as defined at 2 C.F.R. § 2867.20(a), that neither it nor any of its principals--

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) has within a three-year period preceding this application been convicted of a felony criminal violation under any Federal law, or been convicted or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, tribal, or local) transaction or private agreement or transaction;

(c) is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, tribal, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and/or

(d) has within a three-year period preceding this application had one or more public transactions (Federal, State, tribal, or local) terminated for cause or default.

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application. Where the Applicant or any of its principals was convicted, within a three-year period preceding this application, of a felony criminal violation under any Federal law, the Applicant also must disclose such felony criminal conviction in writing to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov), unless such disclosure has already been made.

3. FEDERAL TAXES

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A. If the Applicant is a corporation, it certifies either that (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov).

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application.

4. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, as implemented at 28 C.F.R. Part 83, Subpart F, for grantees, as defined at 28 C.F.R. §§ 83.620 and 83.650:

A. The Applicant certifies and assures that it will, or will continue to, provide a drug-free workplace by--

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about--

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the award be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the award, the employee will--

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of the employee's conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the Department, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of any such convicted employee to the Department, as follows:

For COPS award recipients - COPS Office, 145 N Street, NE, Washington, DC, 20530;

For OJP and OVW award recipients - U.S. Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531.

Notice shall include the identification number(s) of each affected award;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

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5. COORDINATION REQUIRED UNDER PUBLIC SAFETY AND COMMUNITY POLICING PROGRAMS

As required by the Public Safety Partnership and Community Policing Act of 1994, at 34 U.S.C. § 10382(c)(5), if this application is for a COPS award, the Applicant certifies that there has been appropriate coordination with all agencies that may be affected by its award. Affected agencies may include, among others, Offices of the United States Attorneys; State, local, or tribal prosecutors; or correctional agencies.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

Close Window

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E.17.a

JAG Local: Eligible Allocation Amounts of Less than $25,000

2020-H8642-FL-DJ

Application Correspondence Application: Switch to ...

Application Handbook

Overview

Applicant Information

Project Information

Budget and Program Attachments

Assurances and Certifications

Review SF 424

Submit Application

Help/Frequently Asked Questions

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Assurances and Certifications

To the best of my knowledge and belief, all data in this application/preapplication is true and correct, the document has been duly authorized by the governing body of the applicant and the applicant will comply with the attached assurances if the assistance is awarded.

Your typed name, in lieu of your signature represents your legal binding acceptance of the terms of this application and your statement of the veracity of the representations made in this application. The document has been duly authorized by the governing body of the applicant and the applicant will comply with the following:

1. Assurances
2. Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace requirements.

If you are an applicant for any Violence Against Women grants, this includes the Certification of Compliance with the Statutory Eligibility Requirements of the Violence Against Women Act.

*Prefix	Director
Name Prefix:(Other)	
*First Name	William
Middle Initial (if any)	
*Last Name	DiGeloromo
Suffix	
Name Suffix:(Other)	
*Title	Information Technology Director
*Address Line 1	1 Dr. Martin Luther King Jr. Ave
Address Line 2	
*City	INVERNESS
County	FL
*State	Florida
*Zip Code	34450-4968
*Phone	352-249-2765 Ext :
Fax	--
*E-mail	wdigeloromo@sheriffcitrus.org

I have examined the information provided here regarding the signing authority and certify it is accurate. I am the signing authority, or have been delegated or designated formally as the signing authority by the appropriate authority of official, to provide the information requested throughout this application system on behalf of this jurisdiction. Information regarding the signing authority, or the delegation of such authority, has been placed in a file and is available on-site for immediate review.

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U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

Approved: OMB No. 1121-0329
Expires 12/31/2023

Background

Recipients' financial management systems and internal controls must meet certain requirements, including those set out in the "Part 200 Uniform Requirements" (2.C.F.R. Part 2800).

Including at a minimum, the financial management system of each OJP award recipient must provide for the following:

(1) Identification, in its accounts, of all Federal awards received and expended and the Federal programs under which they were received. Federal program and Federal award identification must include, as applicable, the CFDA title and number, Federal award identification number and year, and the name of the Federal agency.

(2) Accurate, current, and complete disclosure of the financial results of each Federal award or program.

(3) Records that identify adequately the source and application of funds for Federally-funded activities. These records must contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income, and interest, and be supported by source documentation.

(4) Effective control over, and accountability for, all funds, property, and other assets. The recipient must adequately safeguard all assets and assure that they are used solely for authorized purposes.

(5) Comparison of expenditures with budget amounts for each Federal award.

(6) Written procedures to document the receipt and disbursement of Federal funds including procedures to minimize the time elapsing between the transfer of funds from the United States Treasury and the disbursement by the OJP recipient.

(7) Written procedures for determining the allowability of costs in accordance with both the terms and conditions of the Federal award and the cost principles to apply to the Federal award.

(8) Other important requirements related to retention requirements for records, use of open and machine readable formats in records, and certain Federal rights of access to award-related records and recipient personnel.

1. Name of Organization and Address:

Organization Name: Citrus County Sheriff's Office
Street1: 1 Dr MLK Jr Ave
Street2:
City: Inverness
State: FL
Zip Code: 34450

2. Authorized Representative's Name and Title:

Prefix: First Name: Tracy Middle Name:
Last Name: Seffern Suffix:
Title: Finance Director

3. Phone: 352-341-7415 4. Fax: 352-341-7474

5. Email: tseffern@sheriffcitrus.org

6. Year Established:	7. Employer Identification Number (EIN):	8. DUNS Number:
1887	596000550	8369778689

9. a) Is the applicant entity a nonprofit organization (including a nonprofit institution of higher education) as described in 26 U.S.C. 501(c)(3) and exempt from taxation under 26 U.S.C. 501(a)? ☐ Yes ■ No

If "No" skip to Question 10.

If "Yes", complete Questions 9. b) and 9. c).

Attachment: 2021 JAG Grant (19996 : FY 2021 Edward Byrne Memorial Justice Assistance Grant JAG D Local Solicitation)

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

Approved: OMB No. 1121-0329
Expires 12/31/2023

AUDIT INFORMATION

9. b) Does the applicant nonprofit organization maintain offshore accounts for the purpose of avoiding paying the tax described in 26 U.S.C. 511(a)?	☐ Yes ☐ No
9. c) With respect to the most recent year in which the applicant nonprofit organization was required to file a tax return, does the applicant nonprofit organization believe (or assert) that it satisfies the requirements of 26 C.F.R. 53.4958-6 (which relate to the reasonableness of compensation of certain individuals)? If "Yes", refer to "Additional Attachments" under "What An Application Should Include" in the OJP solicitation (or application guidance) under which the applicant is submitting its application. If the solicitation/guidance describes the "Disclosure of Process related to Executive Compensation," the applicant nonprofit organization must provide -- as an attachment to its application -- a disclosure that satisfies the minimum requirements as described by OJP.	☐ Yes ☐ No

For purposes of this questionnaire, an "audit" is conducted by an independent, external auditor using generally accepted auditing standards (GAAS) or Generally Governmental Auditing Standards (GAGAS), and results in an audit report with an opinion.

10. Has the applicant entity undergone any of the following types of audit(s)(Please check all that apply):

- ☐ "Single Audit" under OMB A-133 or Subpart F of 2 C.F.R. Part 200
- ■ Financial Statement Audit
- ☐ Defense Contract Agency Audit (DCAA)
- ☐ Other Audit & Agency (list type of audit):
- ☐ None (if none, skip to question 13)

11. Most Recent Audit Report Issued: ■ Within the last 12 months ☐ Within the last 2 years ☐ Over 2 years ago ☐ N/A

Name of Audit Agency/Firm: MSL, CPA

AUDITOR'S OPINION

12. On the most recent audit, what was the auditor's opinion?

■ Unqualified Opinion ☐ Qualified Opinion ☐ Disclaimer, Going Concern or Adverse Opinions ☐ N/A: No audits as described above

Enter the number of findings (if none, enter "0"): 0

Enter the dollar amount of questioned costs (if none, enter "$0"): 0

Were material weaknesses noted in the report or opinion? ☐ Yes ■ No

13. Which of the following best describes the applicant entity's accounting system:

☐ Manual ☐ Automated ■ Combination of manual and automated

14. Does the applicant entity's accounting system have the capability to identify the receipt and expenditure of award funds separately for each Federal award?	■ Yes ☐ No ☐ Not Sure
15. Does the applicant entity's accounting system have the capability to record expenditures for each Federal award by the budget cost categories shown in the approved budget?	■ Yes ☐ No ☐ Not Sure
16. Does the applicant entity's accounting system have the capability to record cost sharing ("match") separately for each Federal award, and maintain documentation to support recorded match or cost share?	■ Yes ☐ No ☐ Not Sure

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U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

Approved: OMB No. 1121-0329
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17. Does the applicant entity's accounting system have the capability to accurately track employees actual time spent performing work for each federal award, and to accurately allocate charges for employee salaries and wages for each federal award, and maintain records to support the actual time spent and specific allocation of charges associated with each applicant employee?	■ Yes ☐ No ☐ Not Sure
18. Does the applicant entity's accounting system include budgetary controls to preclude the applicant entity from incurring obligations or costs that exceed the amount of funds available under a federal award (the total amount of the award, as well as the amount available in each budget cost category)?	■ Yes ☐ No ☐ Not Sure
19. Is applicant entity familiar with the "cost principles" that apply to recent and future federal awards, including the general and specific principles set out in 2 C.F.R Part 200?	■ Yes ☐ No ☐ Not Sure
PROPERTY STANDARDS AND PROCUREMENT STANDARDS	
20. Does the applicant entity's property management system(s) maintain the following information on property purchased with federal award funds (1) a description of the property; (2) an identification number; (3) the source of funding for the property, including the award number; (4) who holds title; (5) acquisition date; (6) acquisition cost; (7) federal share of the acquisition cost; (8) location and condition of the property; (9) ultimate disposition information?	■ Yes ☐ No ☐ Not Sure
21. Does the applicant entity maintain written policies and procedures for procurement transactions that – (1) are designed to avoid unnecessary or duplicative purchases; (2) provide for analysis of lease versus purchase alternatives; (3) set out a process for soliciting goods and services, and (4) include standards of conduct that address conflicts of interest?	■ Yes ☐ No ☐ Not Sure
22. a) Are the applicant entity's procurement policies and procedures designed to ensure that procurements are conducted in a manner that provides full and open competition to the extent practicable, and to avoid practices that restrict competition?	■ Yes ☐ No ☐ Not Sure
22. b) Do the applicant entity's procurement policies and procedures require documentation of the history of a procurement, including the rationale for the method of procurement, selection of contract type, selection or rejection of contractors, and basis for the contract price?	■ Yes ☐ No ☐ Not Sure
23. Does the applicant entity have written policies and procedures designed to prevent the applicant entity from entering into a procurement contract under a federal award with any entity or individual that is suspended or debarred from such contracts, including provisions for checking the "Excluded Parties List" system (www.sam.gov) for suspended or debarred sub-grantees and contractors, prior to award?	■ Yes ☐ No ☐ Not Sure
TRAVEL POLICY	
24. Does the applicant entity: (a) maintain a standard travel policy? ■ Yes ☐ No (b) adhere to the Federal Travel Regulation (FTR)? ■ Yes ☐ No	
SUBRECIPIENT MANAGEMENT AND MONITORING	
25. Does the applicant entity have written policies, procedures, and/or guidance designed to ensure that any subawards made by the applicant entity under a federal award – (1) clearly document applicable federal requirements, (2) are appropriately monitored by the applicant, and (3) comply with the requirements in 2 CFR Part 200 (see 2 CFR 200.331)?	☐ Yes ☐ No ☐ Not Sure ■ N/A - Applicant does not make subawards under any OJP awards

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U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

Approved: OMB No. 1121-0329
Expires 12/31/2023

26. Is the applicant entity aware of the differences between subawards under federal awards and procurement contracts under federal awards, including the different roles and responsibilities associated with each?	☐ Yes ☐ No ☐ Not Sure ■ N/A - Applicant does not make subawards under any OJP awards
27. Does the applicant entity have written policies and procedures designed to prevent the applicant entity from making a subaward under a federal award to any entity or individual is suspended or debarred from such subawards?	☐ Yes ☐ No ☐ Not Sure ■ N/A - Applicant does not make subawards under any OJP awards

DESIGNATION AS 'HIGH-RISK' BY OTHER FEDERAL AGENCIES

28. Is the applicant entity designated "high risk" by a federal grant-making agency outside of DOJ? (High risk includes any status under which a federal awarding agency provides additional oversight due to the applicant's past performance, or other programmatic or financial concerns with the applicant.)

☐ Yes ■ No ☐ Not Sure

If "Yes", provide the following:

(a) Name(s) of the federal awarding agency:

(b) Date(s) the agency notified the applicant entity of the "high risk" designation:

(c) Contact information for the "high risk" point of contact at the federal agency:

Name:

Phone:

Email:

(d) Reason for "high risk" status, as set out by the federal agency:

CERTIFICATION ON BEHALF OF THE APPLICANT ENTITY

(Must be made by the chief executive, executive director, chief financial officer, designated authorized representative ("AOR"), or other official with the requisite knowledge and authority)

On behalf of the applicant entity, I certify to the U.S. Department of Justice that the information provided above is complete and correct to the best of my knowledge. I have the requisite authority and information to make this certification on behalf of the applicant entity.

Name: Tracy Seffern Date: 7/9/21

Title: ☐ Executive Director ■ Chief Financial Officer ☐ Chairman

☐ Other:

Phone: 352-341-7415

Attachment: 2021 JAG Grant (19996 : FY 2021 Edward Byrne Memorial Justice Assistance Grant JAG D Local Solicitation)

2021 Florida Local JAG Allocations

Listed below are all jurisdictions in the state that are eligible for FY 2021 JAG funding, as determined by the JAG formula. For additional details regarding the JAG formula and award calculation process, with examples, please refer to the JAG Technical report here: https://www.bja.gov/Jag/pdfs/JAG-Technical-Report.pdf and current JAG Frequently Asked Questions here: https://bja.ojp.gov/program/jag/frequently-asked-questions.

Finding your jurisdiction:
(1) Disparate jurisdictions are listed in shaded groups below, in alphabetic order by county.
(2) Direct allocations are listed alphabetically below the shaded, disparate groupings.
(3) Counties that have an asterisk (*) under the "Direct Allocation" column did not submit the level of violent crime data to qualify for a direct award from BJA, but are in the disparate grouping indicated by the shaded area. The JAG legislation requires these counties to remain a partner with the local jurisdictions receiving funds and must be a signatory on the required Memorandum of Understanding (MOU). A sample MOU is provided online at: https://www.bja.gov/Funding/JAGMOU.pdf. Disparate jurisdictions do not need to abide by the listed individual allocations, which are provided for information only. Jurisdictions in a funding disparity are responsible for determining individual amounts within the Eligible Joint Allocation and for documenting individual allocations in the MOU.

State	Jurisdiction Name	Government Type	Direct Allocation	Joint Allocation
FL	BROWARD COUNTY	County	$26,798	
FL	CORAL SPRINGS CITY	Municipal	$17,765	
FL	DANIA BEACH CITY	Municipal	$17,684	
FL	DAVIE TOWN	Municipal	$21,492	
FL	DEERFIELD BEACH CITY	Municipal	$27,314	
FL	FORT LAUDERDALE CITY	Municipal	$86,405	
FL	HALLANDALE BEACH CITY	Municipal	$16,922	
FL	HOLLYWOOD CITY	Municipal	$34,388	
FL	LAUDERDALE LAKES CITY	Municipal	$25,655	
FL	LAUDERHILL CITY	Municipal	$48,589	
FL	MIRAMAR CITY	Municipal	$28,702	
FL	NORTH LAUDERDALE CITY	Municipal	$19,234	
FL	OAKLAND PARK CITY	Municipal	$23,016	
FL	PEMBROKE PINES CITY	Municipal	$26,934	
FL	PLANTATION CITY	Municipal	$18,527	
FL	POMPANO BEACH CITY	Municipal	$74,380	
FL	SUNRISE CITY	Municipal	$16,133	
FL	TAMARAC CITY	Municipal	$14,392	$544,330
FL	LEON COUNTY	County	$28,593	
FL	TALLAHASSEE CITY	Municipal	$116,059	$144,652
FL	PINELLAS COUNTY	County	$44,563	
FL	ST PETERSBURG CITY	Municipal	$138,640	$183,203

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FL	ALACHUA COUNTY	County	$56,833	
FL	ALTAMONTE SPRINGS CITY	Municipal	$10,311	
FL	APOPKA CITY	Municipal	$17,656	
FL	BAY COUNTY	County	$28,403	
FL	BELLE GLADE CITY	Municipal	$17,520	
FL	BOCA RATON CITY	Municipal	$16,704	
FL	BOYNTON BEACH CITY	Municipal	$40,482	
FL	BRADENTON CITY	Municipal	$28,457	
FL	BREVARD COUNTY	County	$51,990	
FL	CAPE CORAL CITY	Municipal	$19,806	
FL	CASSELBERRY CITY	Municipal	$10,610	
FL	CHARLOTTE COUNTY	County	$27,505	
FL	CITRUS COUNTY	County	$30,198	
FL	CLAY COUNTY	County	$43,475	
FL	CLEARWATER CITY	Municipal	$42,359	
FL	COCOA CITY	Municipal	$13,902	
FL	COLLIER COUNTY	County	$73,972	
FL	COLUMBIA COUNTY	County	$13,358	
FL	DAYTONA BEACH CITY	Municipal	$62,736	
FL	DE LAND CITY	Municipal	$15,344	
FL	DELRAY BEACH CITY	Municipal	$31,395	
FL	ESCAMBIA COUNTY	County	$116,168	
FL	FLAGLER COUNTY	County	$16,187	
FL	FLORIDA CITY	Municipal	$26,444	
FL	FORT MYERS CITY	Municipal	$49,514	
FL	FORT PIERCE CITY	Municipal	$23,234	
FL	GAINESVILLE CITY	Municipal	$78,053	
FL	GREENACRES CITY	Municipal	$11,834	
FL	HENDRY COUNTY	County	$11,236	
FL	HERNANDO COUNTY	County	$37,761	
FL	HIALEAH CITY	Municipal	$41,053	
FL	HIGHLANDS COUNTY	County	$18,473	
FL	HILLSBOROUGH COUNTY	County	$153,386	
FL	HOMESTEAD CITY	Municipal	$56,289	
FL	INDIAN RIVER COUNTY	County	$23,914	
FL	JACKSONVILLE BEACH CITY	Municipal	$10,855	
FL	JACKSONVILLE CITY	Municipal	$460,184	
FL	KISSIMMEE CITY	Municipal	$27,369	
FL	LAKE CITY	Municipal	$13,222	
FL	LAKE COUNTY	County	$39,122	
FL	LAKE WORTH CITY	Municipal	$34,606	
FL	LAKELAND CITY	Municipal	$27,695	
FL	LARGO CITY	Municipal	$27,641	
FL	LEE COUNTY	County	$103,572	
FL	LEESBURG CITY	Municipal	$15,806	
FL	LEVY COUNTY	County	$37,571	
FL	MADISON COUNTY	County	$10,991	

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FL	MANATEE COUNTY	County	$113,910	
FL	MARION COUNTY	County	$79,849	
FL	MARTIN COUNTY	County	$26,172	
FL	MELBOURNE CITY	Municipal	$50,330	
FL	MIAMI BEACH CITY	Municipal	$70,925	
FL	MIAMI CITY	Municipal	$249,367	
FL	MIAMI GARDENS CITY	Municipal	$69,456	
FL	MIAMI-DADE COUNTY	County	$453,573	
FL	MONROE COUNTY	County	$14,691	
FL	NASSAU COUNTY	County	$14,555	
FL	NEW PORT RICHEY CITY	Municipal	$11,726	
FL	NORTH MIAMI BEACH CITY	Municipal	$24,676	
FL	NORTH MIAMI CITY	Municipal	$41,135	
FL	OCALA CITY	Municipal	$37,163	
FL	OCOEE CITY	Municipal	$12,188	
FL	OKALOOSA COUNTY	County	$42,958	
FL	OKEECHOBEE COUNTY	County	$12,923	
FL	OPA-LOCKA CITY	Municipal	$28,267	
FL	ORANGE COUNTY	County	$382,076	
FL	ORLANDO CITY	Municipal	$178,252	
FL	ORMOND BEACH CITY	Municipal	$12,678	
FL	OSCEOLA COUNTY	County	$60,397	
FL	PALM BAY CITY	Municipal	$37,027	
FL	PALM BEACH COUNTY	County	$140,735	
FL	PALM SPRINGS VILLAGE	Municipal	$11,535	
FL	PANAMA CITY	Municipal	$21,601	
FL	PASCO COUNTY	County	$116,903	
FL	PENSACOLA CITY	Municipal	$24,920	
FL	PINELLAS PARK CITY	Municipal	$17,929	
FL	PLANT CITY	Municipal	$15,072	
FL	POLK COUNTY	County	$97,315	
FL	PORT ST LUCIE CITY	Municipal	$18,962	
FL	PUTNAM COUNTY	County	$11,671	
FL	RIVIERA BEACH CITY	Municipal	$33,517	
FL	SANFORD CITY	Municipal	$36,265	
FL	SANTA ROSA COUNTY	County	$18,445	
FL	SARASOTA CITY	Municipal	$26,634	
FL	SARASOTA COUNTY	County	$39,258	
FL	SEMINOLE COUNTY	County	$42,522	
FL	ST JOHNS COUNTY	County	$23,288	
FL	ST LUCIE COUNTY	County	$20,785	
FL	SUMTER COUNTY	County	$17,031	
FL	SUWANNEE COUNTY	County	$10,991	
FL	TAMPA CITY	Municipal	$136,164	
FL	TAYLOR COUNTY	County	$10,937	
FL	TITUSVILLE CITY	Municipal	$25,981	
FL	VOLUSIA COUNTY	County	$47,256	

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FL	WALTON COUNTY	County	$10,393	
FL	WEST PALM BEACH CITY	Municipal	$75,931	
FL	WINTER GARDEN CITY	Municipal	$13,113	
FL	WINTER HAVEN CITY	Municipal	$16,731	
	Local total		$6,103,560	

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OMB No. 1121-0329
Approval Expires 11/30/2020

U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

BJA FY 2021 Edward Byrne Memorial Justice Assistance Grant Program – Local Solicitation

Assistance Listing Number # 16.738

Grants.gov Solicitation Number: O-BJA-2021-135004

Solicitation Release Date: June 08, 2021 5:00 PM

Grants.gov Deadline: July 26, 2021 11:59 PM

Application JustGrants Deadline: August 09, 2021 11:59 PM

Overview

The U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), Bureau of Justice Assistance (BJA) is seeking applications for funding for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program. This program furthers the Department's mission by assisting state, local, and tribal law enforcement efforts to prevent or reduce crime and violence.

This solicitation incorporates the OJP Grant Application Resource Guide by reference. The OJP Grant Application Resource Guide provides guidance to applicants on how to prepare and submit applications for funding to OJP. **If this solicitation expressly modifies any provision in the OJP Grant Application Resource Guide, the applicant is to follow the guidelines in this solicitation as to that provision.**

This solicitation expressly modifies the OJP Grant Application Resource Guide by not incorporating the "Limitation on Use of Award Funds for Employee Compensation; Waiver" provisions in the "Financial Information" section of the OJP Grant Application Resource Guide.

Solicitation Category

Competition ID	Category	Number of Awards	Dollar Amount for Award	Performance Start Date	Performance Duration (Months)
C-BJA-2021-00149-PROD	Category 1 - Applicants with eligible allocation	603	$45,735,895.00	10/1/2020 12:00 AM	24

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Competition ID	Category	Number of Awards	Dollar Amount for Award	Performance Start Date	Performance Duration (Months)
	amounts of less than $25,000				
C-BJA-2021-00150-PROD	Category 2 - Applicants with eligible allocation amounts of $25,000 or more	582	$44,143,102.00	10/1/2020 12:00 AM	48

Eligibility (Who may apply):

- Units of local government
- Other

By law, for purposes of the JAG Program, the term "units of local government" includes a town, township, village, parish, city, county, borough, or other general-purpose political subdivision of a state; or it may be a federally recognized Indian tribal government that performs law enforcement functions (as determined by the Secretary of the Interior). A unit of local government also may be any law enforcement district or judicial enforcement district established under applicable state law with authority to independently establish a budget and impose taxes; for example, in Louisiana, a unit of local government means a district attorney or parish sheriff. The expected eligible allocations by state for the fiscal year (FY) 2021 JAG Program can be found at: https://bja.ojp.gov/program/jag/fy-2021-allocations.

Eligible allocations under JAG are posted annually on the JAG web page. See the allocation determination and Units of Local Government requirements section for more information. **Applicants with eligible allocation amounts of less than $25,000 will apply to Category 1, and applicants with eligible allocation amounts of $25,000 or more will apply to Category 2.**

All recipients and subrecipients (including any for-profit organization) must forgo any profit or management fee.

Agency Contact Description

For technical assistance with submitting the **SF-424** and **SF-LLL** in Grants.gov, contact the Grants.gov Customer Support Hotline at 800–518–4726, 606–545–5035, Grants.gov customer support web page, or email at support@grants.gov. The Grants.gov Support Hotline operates 24 hours a day, 7 days a week, except on federal holidays.

For technical assistance with submitting the **full application** in DOJ's Justice Grants System (JustGrants), contact the JustGrants Service Desk at JustGrants.Support@usdoj.gov or 833–872–5175. The JustGrants Service Desk operates 5 a.m. to 9.p.m. eastern time, Monday–Friday, and 9 a.m. to 5 p.m. Saturday, Sunday, and federal holidays.

An applicant that experiences unforeseen Grants.gov or JustGrants technical issues beyond its control that prevent it from submitting its application by the deadline must email the National Criminal Justice Reference Service Response Center (Response Center) at grants@ncjrs.gov

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within 24 hours after the application deadline to request approval to submit its application after the deadline.

For assistance with any other requirements of this solicitation, contact the Response Center by telephone at 800–851–3420 or TTY: 301–240–6310 (hearing impaired only) or by email at grants@ncjrs.gov. Response Center hours of operation are 10 a.m. to 6 p.m. eastern time Monday through Friday, and 10 a.m. to 8 p.m. eastern time on the solicitation close date. Applicants also may contact the appropriate BJA grant manager.

Submission Information

In FY 2021, applications will be submitted to DOJ in a **NEW** two-step process.

Step 1: Applicants will submit an **SF-424 and an SF-LLL** in Grants.gov at https://www.grants.gov/web/grants/register.html. To register in Grants.gov, applicants will need to obtain a Data Universal Numbering System (DUNS) and System for Award Management (SAM) registration or renewal.

Step 2: Applicants will submit the **full application,** including attachments, in JustGrants at https://justicegrants.usdoj.gov/.

To be considered timely, the full application must be submitted in JustGrants by the JustGrants application deadline.

OJP encourages applicants to review the "How to Apply" section in the OJP Grant Application Resource Guide.

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Edward Byrne Memorial Justice Assistance Grant Program
FY 2021 Local Formula Grant Solicitation
CFDA # 16.738

Program Description

Overview

The Department of Justice is committed to advancing work that promotes civil rights, increases access to justice, supports crime victims, protects the public from crime and evolving threats, and builds trust between law enforcement and the community.

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program is the primary provider of federal criminal justice funding to states and units of local government. BJA will award JAG Program funds to eligible units of local government as described in this FY 2021 JAG Program Local Solicitation. (BJA will issue a separate solicitation for states.)

Statutory Authority

The JAG Program is authorized by Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10151-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151-10158); see also 28 U.S.C. 530C(a).

Program-specific Information

Statutory Formula

JAG awards are based on a statutory formula that is fully described within the JAG Technical Report. Once each fiscal year's overall JAG Program funding level is determined, BJA works with the Bureau of Justice Statistics to begin a four-step grant award calculation process, which, in general, consists of:

(1) Computing an initial JAG allocation for each state, based on its share of violent crime and population (weighted equally).

(2) Reviewing the initial JAG allocation amount to determine if the state allocation is less than the minimum award amount defined in the JAG legislation (0.25 percent of the total). If this is the case, the state is funded at the minimum level, and the funds required for this are deducted from the overall pool of JAG funds. Each of the remaining states receives the minimum award plus an additional amount based on its share of violent crime and population.

(3) Dividing each state's final award amount (except for the territories and the District of Columbia) between the state and its units of local governments at rates of 60 and 40 percent, respectively.

(4) Determining unit of local government award allocations, which are based on their proportion of the state's 3-year violent crime average. If the "eligible award amount" for a particular unit of local government, as determined on this basis, is $10,000 or more, then the unit of local government is eligible to apply directly to OJP (under the JAG Local

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Solicitation) for a JAG award. If the "eligible award amount" for a particular unit of local government, as determined on this basis, is less than $10,000, however, the funds are not made available for a direct award to that particular unit of local government, but instead are added to the amount that is awarded to the state.

Allocation Determination and Units of Local Government Requirements Regarding Use of JAG Funds

Eligible allocations under JAG are posted annually on the JAG web page. Award allocations are determined by a four-step statutory formula. Additional information can be found on the JAG Resource Page or the JAG Technical Report.

According to the JAG Program statute, a "disparity" may exist between the funding eligibility of a county and its associated municipalities. *See* 34 U.S.C. § 10156(d)(4). Units of local government identified by BJA as disparate must select a fiscal agent that will submit a joint application for the allocation to include all disparate municipalities. A memorandum of understanding (MOU) that identifies which jurisdiction will serve as the applicant or fiscal agent for joint funds must be completed and signed by the authorized representative for each participating jurisdiction. Once an award is made, the fiscal agent will be responsible for distributing award funds to the other jurisdictions in the disparate group through subawards that include all appropriate award conditions. To verify eligibility on the JAG web page, an applicant should click on its respective state and note the following regarding the state's allocation table:

(1) Disparate units of local government are listed in shaded groups, in alphabetic order by county. Units of local government identified as disparate must select one unit of local government to submit an application on behalf of the disparate group.

(2) Counties that have an asterisk (*) under the "Direct Allocation" column did not submit the level of violent crime data to qualify for a direct award from BJA but are in the disparate grouping indicated by the shaded area. The JAG legislation requires these counties to remain a partner with the local jurisdictions receiving funds and must be a signatory on the required MOU.

(3) Direct allocations are listed alphabetically below the shaded disparate groupings.

Please note that disparate jurisdictions do not need to abide by the listed individual allocations, which are provided for information only. Jurisdictions in a funding disparity are responsible for determining individual amounts within the Eligible Joint Allocation and documenting individual allocations in the MOU.

Statutory Program Areas

In general, JAG funds awarded to a unit of local government under the FY 2021 program may be used to hire additional personnel and/or purchase equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice, including for any one or more of the following program areas:

- Law enforcement programs
- Prosecution and court programs
- Prevention and education programs
- Corrections and community corrections programs
- Drug treatment and enforcement programs
- Planning, evaluation, and technology improvement programs
- Crime victim and witness programs (other than compensation)

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- Mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams

Note that the statute defines "criminal justice" as "activities pertaining to crime prevention, control, or reduction, or the enforcement of the criminal law, including, but not limited to, police efforts to prevent, control, or reduce crime or to apprehend criminals, including juveniles, activities of courts having criminal jurisdiction, and related agencies (including but not limited to prosecutorial and defender services, juvenile delinquency agencies, and pretrial service or release agencies), activities of corrections, probation, or parole authorities and related agencies assisting in the rehabilitation, supervision, and care of criminal offenders, and programs relating to the prevention, control, or reduction of narcotic addiction and juvenile delinquency."

BJA Areas of Emphasis

BJA recognizes that many state and local criminal justice systems currently face challenging fiscal environments and that an important, cost-effective way to relieve those pressures is to share or leverage resources through cooperation among federal, state, and local law enforcement. BJA intends to focus much of its work on: Restoring Justice – Support for State, Local, Tribal, and Territorial Administration (SLTT) of Criminal Justice; Community Violence Intervention; Law Enforcement Accreditation, Policy Development, and Training; Technologies to Support Transparency and Information Sharing between Law Enforcement and Communities; Sustaining COVID-19 Criminal Justice Innovations; and Innovative Forensic Technologies such as Rapid DNA for Booking Stations. BJA encourages each state recipient of an FY 2021 JAG award to join federal law enforcement agencies across the board in addressing these challenges. Additional details on the BJA areas of emphasis can be found below:

- Restoring Justice – Support for SLTT Administration of Criminal Justice
  In March 2020, SLTT governments began implementing various community mitigation policies to prevent and reduce the spread of COVID-19. As a part of these restrictions, throughout the country, courts at every level were forced to cancel or significantly scale back proceedings, which commonly included suspending in-person hearings, granting extensions of court deadlines and waivers of speedy trials, restricting access to court buildings, and postponing jury trials. This created a backlog of cases, which has impacts on criminal court operations and court staff, victims and witnesses, as well as defendants. BJA encourages state and local jurisdictions to invest JAG funds in efforts to restore justice by addressing this backlog. This could include purchase of technology to enhance the use of virtual tools to conduct outreach to witnesses and defendants, as well as for hearings and status conferences, staffing, and enhancing access to services; resources to assist the jurisdiction to develop or enhance its case management system to assess and work to eliminate the backlog of cases; building tools to support diversion and alternatives to incarceration as part of the review of backlogged cases; and technology and equipment to retrofit court houses and staff to mitigate risks to staff and those coming to court.
- Community Violence Intervention
  Cities across the U.S. are experiencing a historic spike in homicides and gun violence that disproportionately impacts people of color. The recent high-profile mass shootings in Boulder (taking the lives of 10 individuals) and Atlanta (taking the lives of eight individuals, including six Asian American women) underscored the relentlessness of this epidemic. As a result, the Biden-Harris Administration and Department of Justice are undertaking a number of steps to keep guns out of the hands of criminals, reduce the risk of gun violence, and prioritize investment in community violence intervention (CVI). There are proven CVI strategies for reducing gun violence through tools other than

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incarceration. For example, violence interruption programs deploy trusted messengers to work directly with individuals most likely to commit gun violence, intervene in conflicts, and connect people to social and economic services to reduce the likelihood of gun violence as an answer. Hospital-based violence interventions engage people who have been shot while they are still in the hospital, connecting them to services to decrease the likelihood that they commit gun violence or are victimized in the future. BJA encourages state and local jurisdictions to invest JAG funds to tailor programs and responses to CVI in an effort to build strong, sustained partnerships with community residents and organizations to support CVI work in communities most impacted by violent crime. CVI strategies will be highlighted on BJA's National Training and Technical Assistance Center (NTTAC) website, and jurisdictions looking to implement those strategies can request training and technical assistance (TTA) on the NTTAC website as well.

- Law Enforcement Accreditation, Policy Development, and Training
  The calls for police reform continue to grow, with an emphasis on protecting the sanctity of life and eliminating systemic biases, implicit or otherwise. In particular, racial profiling and related bias are particularly pernicious as they deprive communities of color of basic constitutional protections and erode confidence in policing — an essential cornerstone for crime reduction and safe communities. BJA encourages state and local jurisdictions to utilize JAG funds for the purposes of law enforcement accreditation, and developing and maintaining policies and law enforcement training focused on addressing those areas most likely to promote trust, transparency, and accountability, including use of force, racial profiling, implicit bias, procedural justice, and duty to intervene.

- Technologies to Support Transparency and Information Sharing between Law Enforcement and Communities
  This will focus on software/hardware solutions designed to enhance agency transparency with the capability of facilitating information sharing with the public, promoting an agency's work, and developing data-driven programs that improve public safety and build trust. Examples could include the sharing of information about crime statistics, locations of criminal activity, aggregated information regarding internal affairs complaints, resolution of cases and issues in the community, support for community surveys, and outreach to residents to gather their feedback.

- Sustaining COVID-19 Criminal Justice Innovations
  As a result of the COVID-19 pandemic, SLTT criminal justice agencies made strides to create innovative ways to administer justice while balancing the need to mitigate the coronavirus and maintain social distancing. While many of these innovations had an upfront cost, they will prove to be cost saving and efficient over time. For example, correctional facilities have enabled virtual programming, education, medical appointments, and family visits, as well as increased and enhanced the use of electronic monitoring. Police departments have hosted virtual community engagement events and opportunities, and courts and community corrections have increased the use of virtual staffing, status hearings, client visits, and access to treatment and support services. In addition, resources have supported the purchase of technology like headsets and hotspots to ensure confidentiality of defense counsel with clients, as well as partnerships with community partners to host outdoor events like drug court graduations. It is important for SLTT agencies to sustain these cost-saving efficiencies that resulted from the COVID-19 pandemic. As such, BJA encourages SLTT agencies to utilize JAG funds for these sustainment activities.

- Innovative Forensic Technologies such as Rapid DNA for Booking Stations

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Rapid DNA, or Rapid DNA analysis, is a term used to describe the fully automated (hands free) process of developing a DNA profile from a reference sample mouth swab in 1-2 hours without the need of a DNA laboratory and without any human intervention. The overall goal of the Rapid DNA initiative is to immediately enroll qualifying arrestees in CODIS and search unsolved crimes of special concern in near real time during the booking process. The FBI worked with numerous stakeholder groups to develop *Standards for the Operation of Rapid DNA Booking Systems by Law Enforcement Booking Agencies*, the corresponding *Audit Document* for these standards, and the *National Rapid DNA Booking Operational Procedures Manual* for the FBI approval and operation of the Rapid DNA devices in booking agencies. Below is an abbreviated list of prerequisites for federal, state, and local booking agencies to participate in Rapid DNA:

- The state must have implemented an arrestee DNA collection law that authorizes DNA sample collection from a person arrested for a specified offense at the time of arrest and for which there are no additional requirements (i.e., determination of probable cause) for the analysis of that arrestee DNA sample. Federal booking agencies already meet this prerequisite.
- Electronic Fingerprint (Live Scan) integration during the booking process for obtaining State Identification Numbers (SID) (UCN for federal booking agencies) from the State Identification Bureau (FBI for federal) in near real time.
- The booking agency must have network connectivity with the State Identification Bureau (SIB)/CJIS Systems Agency (CSA).
- The booking agency and/or state must technically integrate Rapid DNA within their automated fingerprint process in a way that must ensure only qualifying arrestees are processed.

It will be critical for booking agencies to work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see *National Rapid DNA Booking Operational Procedures Manual*). BJA encourages those states with arrestee DNA collection laws that meet the prerequisites above to consider using JAG funds to implement Rapid DNA technology (or the defined prerequisites above, such as Live Scan integration) in booking stations within their states.

Additional Uses of JAG Funds

JAG funds awarded to a unit of local government under this FY 2021 solicitation may be used to:

- Enforce state and local laws that establish offenses similar to offenses established in 21 U.S.C. § 801 et seq. and/or improve the functioning of the criminal justice system, with emphasis on violent crime and serious offenses, by providing additional personnel, equipment, training, technical assistance, and information systems for the more widespread apprehension, prosecution, adjudication, detention, and rehabilitation of persons who violate these laws, and assist the victims of such crimes (other than compensation).
- Support projects related to preventing, detecting, seizing, and/or stopping the presence and use of contraband cellphones by detainees and inmates. This includes the purchasing of managed access systems and other mitigation technologies (as permitted by applicable law).

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- To purchase fentanyl detection equipment and training for law enforcement safety, as well as naloxone distribution.
- To purchase drug detection canines to combat the rise of drug trafficking, including that of methamphetamines.
- Additionally, JAG funds awarded under this FY 2021 solicitation may be used for any purpose indicated here: https://bja.ojp.gov/sites/g/files/xyckuh186/files/media/document/jag-use-of-funds.pdf.

Limitations on the Use of JAG Funds

Administrative Costs
Up to 10 percent of a JAG award, including up to 10 percent of any earned interest, may be used for costs associated with administering the award, which can include indirect costs.

Supplanting
JAG funds may not be used to supplant state or local funds but must be used to increase the amounts of such funds that would, in the absence of federal funds, be made available. See the JAG FAQs for examples of supplanting. Although supplanting is prohibited, the leveraging of federal funding is encouraged.

Matching Funds
Absent specific federal statutory authority to do so, JAG award funds may not be used as a match for other federal awards.

Prohibited Expenditures and Associated Procedures under JAG
JAG funds may not be used (whether directly or indirectly) for any purpose prohibited by federal statute or regulation, including those purposes specifically prohibited by the JAG Program statute as set out at 34 U.S.C. § 10152. JAG funds may not be used (directly or indirectly) for security enhancements or equipment for nongovernmental entities not engaged in criminal justice or public safety. Additionally, JAG funds may not be used (directly or indirectly) to pay for any of the following items unless DOJ certifies that extraordinary and exigent circumstances exist making them essential to the maintenance of public safety and good order:

- Vehicles, vessels, or aircraft*
- Luxury items
- Real estate
- Construction projects (other than penal or correctional institutions)
- Any similar matters

*Police cruisers, police boats, and police helicopters are allowable vehicles under JAG and do not require BJA certification.

The JAG statute, 34 U.S.C. §§ 10151-10158, specifically identifies a list of prohibited items, including unmanned aircraft, unmanned aerial vehicles, and unmanned aerial systems, which cannot be purchased with JAG funds unless the BJA Director certifies that extraordinary and exigent circumstances exist that make the use of such funds to purchase these prohibited items essential to the maintenance of public safety and good order. Additional information on prohibited expenditures under JAG, including the process to obtain prior approval to purchase a prohibited item(s), can be found within the JAG Prohibited Expenditures Guidance or within the JAG FAQs document (see Use of Funds section).

Other Program Requirements

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Trust Fund — States (or State Administering Agencies) or units of local government may draw down JAG funds either in advance or on a reimbursement basis. To draw down in advance, a trust fund must be established in which to deposit the funds. The trust fund must be in an interest-bearing account, unless one of the exceptions in 2 C.F.R. § 200.305(b)(8) apply. If subrecipients draw down JAG funds in advance, they also must establish a trust fund in which to deposit the funds. For additional information, see 2 C.F.R. § 200.305.

Certifications and Assurances by the Chief Executive of the Applicant Government (which incorporates the 30-day governing body review requirement) — A JAG application is not complete, and a unit of local government may not access award funds, unless the chief executive of the applicant unit of local government (e.g., the mayor or chairman) properly executes, and the unit of local government submits, the "Certifications and Assurances by the Chief Executive of the Applicant Government." The most up-to-date version of this certification can be found at: https://bja.ojp.gov/program/jag/certifications-assurances. Please note that this certification takes the place of the review narrative attachment and contains assurances that the governing body notification and public comment requirements, which are required under the JAG statute (at 34 U.S.C. § 10153(a)(2)), have been satisfied.

OJP will not deny an application for an FY 2021 award for failure to submit these "Certifications and Assurances by the Chief Executive of the Applicant Government" by the application deadline, but a unit of local government will not be able to access award funds (and its award will include a condition that withholds funds) until it submits these certifications and assurances, properly executed by the chief executive of the unit of local government (e.g., mayor or chairman).

Body-Worn Cameras (BWCs) — A JAG award recipient that proposes to use FY 2021 funds to purchase BWC equipment or implement or enhance BWC programs must provide to OJP a certification(s) that each direct recipient receiving the equipment or implementing the program has policies and procedures in place related to BWC equipment usage, data storage and access, privacy considerations, and training. The certification form related to BWC policies and procedures can be found at: https://bja.ojp.gov/sites/g/files/xyckuh186/files/media/document/fy-21-jag-body-worn-camera-policy-cert.pdf.

A JAG award recipient that proposes to use funds for BWC-related expenses will have funds withheld until the required certification is submitted and approved by OJP. If the JAG award recipient proposes to change project activities to utilize JAG funds for BWC-related expenses after the award is accepted, the JAG award recipient must submit the signed certification to OJP at that time.

Further, before making any subaward for BWC-related expenses, the JAG award recipient must collect a completed BWC certification from the proposed subrecipient. Any such certifications must be maintained by the JAG award recipient and made available to OJP upon request.

The BJA BWC Tool Kit provides model BWC policies and best practices to assist criminal justice departments in implementing BWC programs.

Apart from the JAG Program, BJA provides funds under the Body-Worn Camera Policy and Implementation Program (BWCPIP). BWCPIP allows jurisdictions to develop and implement policies and practices required for effective program adoption, and to address program factors including the purchase, deployment, and maintenance of camera systems and equipment; data

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storage and access; and privacy considerations. Interested JAG award recipients may wish to refer to the BWC Program web page for more information. JAG award recipients that are also BWC award recipients may not use JAG funds for any part of the 50 percent match required by the BWC Program.

Body Armor — Body armor purchased with JAG funds may be purchased at any threat level, make, or model from any distributor or manufacturer, as long as the following requirements are met: The body armor must have been tested and found to comply with the latest applicable National Institute of Justice ballistic or stab standards. In addition, body armor purchased must be made in the United States. Finally, body armor purchased with JAG funds must be "uniquely fitted vests," which means protective (ballistic or stab-resistant) armor vests that conform to the individual wearer to provide the best possible fit and coverage through a combination of: (1) correctly sized panels and carrier determined through appropriate measurement, and (2) properly adjusted straps, harnesses, fasteners, flaps, or other adjustable features. Note that the requirement that body armor be "uniquely fitted" does not necessarily require body armor that is individually manufactured based on the measurements of an individual wearer. In support of OJP's efforts to improve officer safety, the American Society for Testing and Materials (ASTM) International has made available the Standard Practice for Body Armor Wearer Measurement and Fitting of Armor (Active Standard ASTM E3003) at no cost. The Personal Armor Fit Assessment checklist is excerpted from ASTM E3003.

A JAG award recipient that proposes to use FY 2021 award funds to purchase body armor must provide OJP with a certification(s) that each law enforcement agency receiving body armor has a written "mandatory wear" policy in effect. *See* 34 U.S.C. § 10202(c). The certification form related to mandatory wear can be found at https://bja.ojp.gov/sites/g/files/xyckuh186/files/media/document/fy-21-jag-body-armor-mandatory-wear-cert.pdf. Note: A JAG award recipient that proposes to use funds for the purchase of body armor will have funds withheld until the required certification is submitted and approved by OJP. If the JAG award recipient proposes to change project activities to utilize funds for the purchase of body armor after the award is accepted, the award recipient must submit the signed certification to OJP at that time.

Further, before making any subaward for the purchase of body armor, the JAG award recipient must collect a completed mandatory wear certification from the proposed subrecipient. Any such certifications must be maintained by the JAG award recipient and made available to OJP upon request.

A mandatory wear concept and issues paper and a model policy are available from the Bulletproof Vest Partnership (BVP) Customer Support Center, which can be contacted at vests@usdoj.gov or toll free at 1–877–758–3787. Additional information and FAQs related to the mandatory wear policy and certifications can be found at https://bja.ojp.gov/program/jag/frequently-asked-questions.

Apart from the JAG Program, BJA provides funds under the Bulletproof Vest Partnership Program. The BVP Program provides funding to state and local law enforcement agencies for the purchase of ballistic-resistant and stab-resistant body armor. For more information on the BVP Program, including eligibility and an application, refer to the BVP web page. JAG award recipients should note, however, that funds may not be used as any part of the 50 percent match required by the BVP Program.

Interoperable Communications — Units of local government (including any subrecipients) that

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are using FY 2021 JAG funds for emergency communications activities should comply with the *SAFECOM Guidance for Emergency Communication Grants* (*SAFECOM Guidance*), including provisions on technical standards that ensure and enhance interoperable communications. The *SAFECOM Guidance* is an essential resource for entities applying for federal financial assistance for emergency communications projects. It provides general information on eligible activities, technical standards, and other terms and conditions that are common to most federal emergency communications programs. Specifically, the *SAFECOM Guidance* provides guidance to applicants on:

- Recommendations for planning, coordinating, and implementing projects
- Emergency communications activities that can be funded through federal grants
- Best practices, policies, and technical standards that help to improve interoperability
- Resources to help grant recipients comply with technical standards and grant requirements

SAFECOM Guidance is recognized as the primary guidance on emergency communications grants by the Administration, Office of Management and Budget, and federal grant program offices. The Cybersecurity and Infrastructure Security Agency (CISA) updates the document every year in close coordination with federal, state, local, tribal, and territorial stakeholders and partners. *SAFECOM Guidance* is applicable to all federal grants funding emergency communications. The most recent version of the *SAFECOM Guidance* is available at: https://www.cisa.gov/safecom/funding.

Additionally, emergency communications projects funded with FY 2021 JAG funds should support the Statewide Communication Interoperability Plan (SCIP) and be coordinated with the full-time statewide interoperability coordinator (SWIC) in the state of the project. As the central coordination point for a state's interoperability effort, the SWIC plays a critical role and can serve as a valuable resource. SWICs are responsible for the implementation of SCIP through coordination and collaboration with the emergency response community. CISA maintains a list of SWICs for each state and territory. Contact ecd@cisa.dhs.gov for more information. All communications equipment purchased with FY 2021 JAG Program funding should be identified during the quarterly performance measurement reporting.

Further, information-sharing projects funded with FY 2021 JAG funds must comply with DOJ's Global Justice Information Sharing Initiative guidelines, as applicable, in order to promote information sharing and enable interoperability among disparate systems across the justice and public safety communities. Recipients (and subrecipients) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at https://it.ojp.gov/gsp_grantcondition. Recipients (and subrecipients) will be required to document their planned approaches to information sharing, describe their compliance with GSP, and document an appropriate privacy policy that protects shared information or provide detailed justification for why an alternative approach is recommended.

DNA Testing of Evidentiary Materials and Uploading DNA Profiles to a Database — If JAG Program funds are to be used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS, the national DNA database operated by the FBI) by a government DNA lab with access to CODIS. No profiles generated with JAG funding may be entered into any other nongovernmental DNA database without prior written approval from BJA (exceptions include forensic genealogy). For more information about DNA testing as it pertains to JAG, please refer to the JAG FAQs.

Entry of Records into State Repositories — As appropriate and to the extent consistent with law,

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a special condition will be imposed that would require the following: Any program or activity that receives federal financial assistance under JAG that is likely to generate court dispositions or other records relevant to National Instant Criminal Background Check System (NICS) determinations, including any dispositions or records that involve any noncitizen or migrant who is undocumented in the United States (18 U.S.C. § 922(g)(5)(A), must have a system in place to ensure that all such NICS-relevant dispositions or records are made available in a timely fashion.

Potential Set-Asides and/or Funding Reductions

National Incident-Based Reporting System 3 Percent Set-Aside
In FY 2016, the FBI formally announced its intention to sunset the Uniform Crime Reporting (UCR) Program's traditional Summary Reporting System (SRS) and replace it with the UCR Program's National Incident-Based Reporting System (NIBRS). As of January 1, 2021, the FBI's NIBRS is the law enforcement crime data reporting standard for the nation, and SRS data are no longer accepted by the UCR Program. By statute, JAG Program awards are calculated using summary Part 1 violent crime data from the FBI's UCR Program. (See 34 U.S.C. § 10156.) Eventually, JAG Program awards will be calculated using NIBRS data and NIBRS compliance will impact JAG Program eligibility.

Beginning in FY 2018, BJA required, through the application of an award condition, direct JAG award recipients not certified by the FBI as NIBRS compliant to set aside 3 percent of their JAG award toward achieving full compliance with the FBI's NIBRS data submission requirements under the UCR Program. The 3 percent set-aside will continue in FY 2021 to help ensure remaining states and units of local government become NIBRS compliant.

Units of local government must clearly indicate in their application narratives and budgets what projects will be supported with this 3 percent set-aside.

The following are examples of costs and projects relating to NIBRS implementation at the state or local level that could be funded under the JAG Program: software, hardware, and labor that directly support or enhance a state or agency's technical capacity for collecting, processing, and analyzing data reported by local law enforcement (LE) agencies and then submitting NIBRS data to the FBI; training personnel responsible for the state's Incident-Based Reporting (IBR) program on receiving, processing, analyzing, and validating incident-based data from local LE agencies in their state; training local agencies on how to collect and submit NIBRS data; and technical assistance for LE agency personnel responsible for (1) managing the agency's crime incident data, (2) processing and validating the data, and (3) extracting and submitting IBR data to the state UCR Program according to the state's standard and/or directly to the FBI according to the NIBRS standard.

BJA will waive the set-aside requirement for units of local government that have been certified as NIBRS compliant by the FBI as of the posting date of the Local JAG Program solicitation. Units of local government that achieve full compliance with NIBRS after receiving an award should email evidence of NIBRS compliance (written documentation from the FBI that certifies NIBRS compliance) to their State Policy Advisor listed in the JustGrants System. Upon review of the documentation submitted, BJA will confirm the NIBRS compliance and then take the necessary action to clear any withholding special condition associated with the NIBRS set-aside requirement. Units of local government must retain documentation on file that demonstrates the FBI certification of NIBRS compliance. Such documentation must be made available for BJA review upon request. If approved, units of local government will not be subject to the 3 percent

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set-aside requirement.

Goals, Objectives, and Deliverables

Goals
In general, the FY 2021 JAG Program is designed to provide units of local government with additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice. Although the JAG Program provides assistance directly to states, through pass-through (and similar) requirements, the JAG Program also is designed to assist units of local government with respect to their criminal justice needs.

Objectives
The objectives are directly related to the JAG Program accountability measures described at https://bja.ojp.gov/sites/g/files/xyckuh186/files/media/document/jag-pmt-accountability-measures.pdf and demonstrate the results of the work completed, as discussed under What an Application Should Include.

The goals and objectives are directly related to the performance measures that demonstrate the results of the work completed, as discussed under the Application and Submission Information section.

Deliverables
A unit of local government that receives an FY 2021 JAG award will be required to produce various types of reports, including quarterly financial reports, quarterly performance reports, and semiannual progress reports in JustGrants.

Evidence-based Programs or Practices
OJP strongly emphasizes the use of data and evidence in policymaking and program development in criminal justice, juvenile justice, and crime victim services. For additional information and resources on evidence-based programs or practices, see the OJP Grant Application Resource Guide.

Information Regarding Potential Evaluation of Programs and Activities
OJP may conduct or support an evaluation of the programs and activities funded under this solicitation. For additional information, see the OJP Grant Application Resource Guide section entitled "Information Regarding Potential Evaluation of Programs and Activities."

Federal Award Information

Total number of awards BJA expects to make: 1,185 potential awards
Maximum dollar amount for each award: $4,095,916 (New York City)
Total amount to be awarded under solicitation: $89,878,997
Period of performance start date: October 1, 2020
Period of performance duration: 24–48 months

Category 1 – Eligible Allocation Amounts of Less than $25,000: Units of local government that are listed on the JAG web page as eligible for an allocation amount of less than $25,000 should apply under Category 1. This includes direct and joint (disparate) allocations. Category 1 awards of less than $25,000 are 2 years in length. Extensions of up to 2 years can be requested for these awards via JustGrants no fewer than 30 days prior to the grant end date and will be automatically granted upon request.

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Category 2 – Eligible Allocation Amounts of $25,000 or More: Units of local government that are listed on the JAG web page as eligible for an allocation amount of $25,000 or more should apply under Category 2. This includes direct and joint (disparate) allocations. Category 2 awards of at least $25,000 are 4 years in length. Extensions beyond this period may be made on a case-by-case basis at the discretion of the Bureau of Justice Assistance and must be requested via JustGrants no fewer than 30 days prior to the grant end date.

All awards are subject to the availability of appropriated funds and to any modifications or additional requirements that may be imposed by statute.

Availability of Funds
This solicitation, and awards (if any are made) under this solicitation, are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by the agency or by law. In addition, nothing in this solicitation is intended to, and does not, create any right or benefit, substantive or procedural, enforceable at law or in equity by any party against the United States, its departments, agencies, or entities, its officers, employees, or agents, or any other person.

The allocations by state for the FY 2021 JAG Program can be found at: https://bja.ojp.gov/sites/g/files/xyckuh186/files/media/document/FY21-State-JAG-Allocations.pdf.

Type of Award
BJA expects to make awards under this solicitation as grants. See the "Administrative, National Policy, and Other Legal Requirements" section of the OJP Grant Application Resource Guide for a brief discussion of important statutes, regulations, and award conditions that apply to many (or in some cases, all) OJP grants (and cooperative agreements).

Financial Management and System of Internal Controls
Award recipients and subrecipients (including recipients or subrecipients that are pass-through entities) must, as described in the Part 200 Uniform Requirements as set out at 2 C.F.R. 200.303, comply with standards for financial and program management. The "Part 200 Uniform Requirements" means the DOJ regulation at 2 C.F.R. Part 2800, which adopts (with certain modifications) the provisions of 2 C.F.R. Part 200. See OJP Grant Application Resource Guide for additional information.

Budget Information
This solicitation expressly modifies the OJP Grant Application Resource Guide by not incorporating the "Limitation on Use of Award Funds for Employee Compensation; Waiver" provision in the "Financial Information" section of the OJP Grant Application Resource Guide.

Cost Sharing or Matching Requirement
This solicitation does not require a match.

Pre-agreement Costs (also known as Pre-award Costs)
See the OJP Grant Application Resource Guide for information on Pre-agreement Costs (also known as Pre-award Costs).

Prior Approval, Planning, and Reporting of Conference/Meeting/Training Costs

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See the OJP Grant Application Resource Guide for information on Prior Approval, Planning, and Reporting of Conference/Meeting/Training Costs.

Costs Associated with Language Assistance (if applicable)
See the OJP Grant Application Resource Guide for information on Costs Associated with Language Assistance.

Eligibility Information

For eligibility information, see the solicitation cover page.

For information on cost sharing or matching requirements, see Federal Award Information.

Application and Submission Information

Content of Application Submission
See the Application Elements and Formatting Instructions section of the OJP Grant Application Resource Guide for information on what happens to an application that does not contain all the specified elements or that is nonresponsive to the scope of the solicitation.

Information to Complete the Application for Federal Assistance (Standard Form (SF)-424) in Grants.gov.
The SF-424 will be submitted in Grants.gov. The SF-424 is a required standard form used as a cover sheet for submission of pre-applications, applications, and related information. See the OJP Grant Application Resource Guide for additional information on completing the SF-424.

In Section F of the SF-424, please include the name and contact information of the individual **who will complete application materials in JustGrants**. JustGrants will use this information *(email address)* to assign the application to this user in JustGrants.

Intergovernmental Review: This solicitation ("funding opportunity") **is** subject to Executive Order 12372. An applicant may find the names and addresses of state Single Points of Contact (SPOCs) at the following website: https://www.whitehouse.gov/wp-content/uploads/2020/04/SPOC-4-13-20.pdf. If the applicant's state appears on the SPOC list, the applicant must contact the state SPOC to find out about, and comply with, the state's process under E.O. 12372. In completing the SF-424, an applicant whose state appears on the SPOC list is to make the appropriate selection in response to question 19, once the applicant has complied with its state E.O. 12372 process. (An applicant whose state does not appear on the SPOC list should answer question 19 by selecting the response that the: "Program is subject to E.O. 12372 but has not been selected by the State for review.")

Standard Applicant Information (JustGrants 424 and General Agency Information)
The Standard Applicant Information section of the JustGrants application is pre-populated with the SF-424 data submitted in Grants.gov. Applicants will need to review the Standard Applicant Information in JustGrants and make edits as needed. Within this section, applicants will need to: add zip codes for areas affected by the project; confirm their Authorized Representative; and verify the organizations legal name and address.

Proposal Narrative

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The proposal narrative should be submitted as an attachment in JustGrants. The attached document should be double-spaced, using a standard 12-point Times New Roman font, and have no less than 1-inch margins. Pages should be numbered and submitted as an attachment

Category 1 – Eligible Allocation Amounts of Less than $25,000
The proposal narrative for Category 1 applications should include a description of the project(s), including subawards, if applicable, to be funded with JAG funds over the 2-year grant period.

Category 2 – Eligible Allocation Amounts of $25,000 or More
The proposal narrative for Category 2 applications should include:

a. Description of the Issue – Identify the unit of local government's strategy/funding priorities for the FY 2021 JAG funds, the subgrant award process (if applicable, including disparates) and timeline, any progress or challenges, and a description of the programs to be funded over the 2- to 4-year grant period.

b. Project Design and Implementation – Describe the unit of local government's strategic planning process, if any, that guides its priorities and funding strategy. This should include a description of how the local community is engaged in the planning process and the data and analysis utilized to support the plan. It should identify the stakeholders currently participating in the strategic planning process, the gaps in the needed resources for criminal justice purposes, and how JAG funds will be coordinated with state and related justice funds.

c. Capabilities and Competencies – Describe any additional strategic planning/coordination efforts in which the units of local government participate with other criminal justice/juvenile justice agencies in the state.

d. Plan for Collecting the Data Required for this Solicitation's Performance Measures – OJP will require each successful applicant to submit specific performance data that demonstrate the results of the work carried out under the award. The performance data directly relate to the objectives previously identified under "Objectives."

   Applicants should visit OJP's performance measurement page at www.ojp.gov/performance for an overview of performance measurement activities at OJP.

   The application should demonstrate the applicant's understanding of the performance data reporting requirements for this grant program and detail how the applicant will gather the required data should it receive funding.

   Note: Applicants are **not** required to submit performance data with the application. Rather, performance measures information is included as an alert that successful applicants will be required to submit performance data as part of the reporting requirements under an award.

   OJP will require each successful applicant to submit regular performance data that demonstrate the results of the work carried out under the award. The performance data directly relate to the goals, objectives, and deliverables identified under "Goals, Objectives, and Deliverables."

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Award recipients will be required to submit performance measure data in BJA's Performance Measurement Tool (PMT) located at https://bjapmt.ojp.gov/help/JAGDocs.html and separately submit a semiannual performance report in JustGrants. Further guidance on the post-award submission process will be provided, if selected for award.

Note on Project Evaluations
An applicant that proposes to use award funds through this solicitation to conduct project evaluations must follow the guidance under "Note on Project Evaluations" in the OJP Grant Application Resource Guide.

Budget and Associated Documentation

Budget Worksheet and Budget Narrative (attachment)

See the OJP Grant Application Resource Guide for additional information.

Please note that the budget narrative should include a full description of all costs, including funds set aside for the NIBRS project(s) and administrative costs (if applicable). Any costs associated with disparate localities should be noted in the "subaward" category of the budget detail worksheet

General requirement for federal authorization of any subaward; statutory authorization of subawards under the JAG Program statute. Generally, a recipient of an OJP award may not make subawards ("subgrants") unless the recipient has specific federal authorization to do so. Unless an applicable statute or DOJ regulation specifically authorizes (or requires) particular subawards, a recipient must have authorization from OJP before it may make a subaward.

However, JAG subawards that are required or specifically authorized by statute (see 34 U.S.C. § 10152(a) and 34 U.S.C. § 10156) do not require prior approval. This includes subawards made by states and units of local government under the JAG Program. For additional information regarding subawards and authorizations, please refer to the subaward section in the OJP Grant Application Resource Guide.

Indirect Cost Rate Agreement
Applicants will submit their indirect cost rate agreement by uploading the agreement as an attachment in JustGrants. See the OJP Grant Application Resource Guide for additional information.

This rule does not eliminate or alter the JAG-specific restriction in federal law that states charges for administrative costs may not exceed 10 percent of the award amount, regardless of the approved indirect cost rate.

Financial Management and System of Internal Controls Questionnaire (including applicant disclosure of high-risk status)
Applicants will download the questionnaire in JustGrants and submit by uploading the completed questionnaire as an attachment in JustGrants. See the OJP Grant Application Resource Guide for additional information.

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Additional Application Components

Research and Evaluation Independence and Integrity
If an application proposes research (including research and development) and/or evaluation, the applicant must demonstrate research/evaluation independence and integrity, including appropriate safeguards, before it may receive award funds. Applicants will submit a description of their research and evaluation independence and integrity by uploading the document as an attachment in JustGrants. For additional information regarding demonstrating research/evaluation independence and integrity, including appropriate safeguards, see the OJP Grant Application Resource Guide.

Certifications and Assurances by the Chief Executive of the Applicant Government
A JAG application is not complete, and a unit of local government may not access award funds, unless the chief executive of the applicant unit of local government (e.g., mayor or chairman) properly executes, and the unit of local government submits, the "Certifications and Assurances by the Chief Executive of the Applicant Government" attached in the section above entitled Other Program Requirements. The most up-to-date certification form can be found at: https://bja.ojp.gov/program/jag/certifications-assurances.

Disclosures and Assurances
Applications will complete the following disclosures and assurances.

Disclosure of Lobbying Activities
Applicants will complete and submit the SF-LLL in Grants.gov. See the OJP Grant Application Resource Guide for additional information.

Applicant Disclosure of Duplication in Cost Items
Applicants will complete the JustGrants web-based Applicant Disclosure of Duplication in Cost Items form. See the OJP Grant Application Resource Guide for additional information.

DOJ Certified Standard Assurance
See DOJ Certified Standard Assurance on the OJP Grant Application Resource Guide.

DOJ Certifications Regarding Lobbying; Debarment, Suspension, and Other Responsibility Matters; and Drug-Free Workplace Requirements
Applicants will review and accept the DOJ Certified Certifications Regarding Lobbying; Debarment, Suspension, and Other Responsibility Matters; and Drug-Free Workplace Requirements. See the OJP Grant Application Resource Guide.

Applicant Disclosure and Justification – DOJ High Risk Grantees (if applicable)
If applicable, applicants will submit as an attachment in JustGrants. See the OJP Grant Application Resource Guide for additional information. A DOJ High Risk Grantee is a recipient that has received a DOJ High Risk designation based on a documented history of unsatisfactory performance, financial instability, management system or other internal control deficiencies, or noncompliance with award terms and conditions on prior awards, or that is otherwise not responsible.

How to Apply

Applicants will submit an **SF-424** and an **SF-LLL** in Grants.gov at https://www.grants.gov/web/grants/register.html.

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Applicants will submit the **full application**, including attachments, in JustGrants at https://justgrants.usdoj.gov/.

For additional information, see the "How to Apply" section in the OJP Grant Application Resource Guide and the DOJ Application Submission Checklist.

Submission Dates and Time

The **SF-424** and the **SF-LLL** will be submitted in Grants.gov by 11:59 p.m. ET on July 26, 2021. OJP urges applicants to submit applications at least 72 hours prior to the application due date to allow time for the applicant to receive validation messages or rejection notifications from Grants.gov and to correct in a timely fashion any problems that may have caused a rejection notification.

The **full application** will be submitted in JustGrants by 11:59 p.m. ET on August 9, 2021. To be considered timely, the full application must be submitted in JustGrants by the JustGrants application deadline.

Application Review Information

Review Process

OJP reviews the application to make sure that the information presented is reasonable, understandable, measurable, achievable, and consistent with the solicitation. See the OJP Grant Application Resource Guide for information on the application review process for this solicitation.

Pursuant to the Part 200 Uniform Requirements, before award decisions are made, OJP also reviews information related to the degree of risk posed by the applicant. Among other things to help assess whether an applicant that has one or more prior federal awards has a satisfactory record with respect to performance, integrity, and business ethics, OJP checks whether the applicant is listed in SAM as excluded from receiving a federal award.

In addition, if OJP anticipates that an award will exceed $250,000 in federal funds, OJP also must review and consider any information about the applicant that appears in the non-public segment of the integrity and performance system accessible through SAM (currently, the Federal Awardee Performance and Integrity Information System, FAPIIS).

Important note on FAPIIS: An applicant, at its option, may review and comment on any information about itself that currently appears in FAPIIS and was entered by a federal awarding agency. OJP will consider any such comments by the applicant, in addition to the other information in FAPIIS, in its assessment of the risk posed by the applicant.

Absent explicit statutory authorization or written delegation of authority to the contrary, the Assistant Attorney General will make all final award decisions.

Federal Award Administration Information

Federal Award Notices

See the OJP Grant Application Resource Guide for information on award notifications and instructions.

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Administrative, National Policy, and Other Legal Requirements
If selected for funding, in addition to implementing the funded project consistent with the OJP-approved application, the recipient must comply with all award conditions, and all applicable requirements of federal statutes and regulations (including applicable requirements referred to in the assurances and certifications executed in connection with award acceptance).

For additional information on these legal requirements, see the "Administrative, National Policy, and Other Legal Requirements" section in the OJP Grant Application Resource Guide.

Information Technology (IT) Security Clauses
An application in response to this solicitation may require inclusion of information related to information technology security. See the OJP Grant Application Resource Guide for information on information technology security.

General Information about Post-Federal Award Reporting Requirements
In addition to the deliverables described in the Program Description, any recipient of an award under this solicitation will be required to submit certain reports and data.

Category 1 – Eligible Allocation Amounts of Less than $25,000
Recipients must submit:

- Quarterly Federal Financial Reports (and one final Federal Financial Report after all funds have been obligated and expended) through OJP's JustGrants System.
- Quarterly Performance Measurement Tool reports and a final Performance Measurement Tool report through BJA's PMT. Please note that as soon as all project activity has concluded, that report may be marked final.
- An annual progress report and final progress report through OJP's JustGrants. If all project activity has concluded at the time the first annual progress report is submitted, that report may be marked final.

Category 2 – Eligible Allocation Amounts of $25,000 or More
Recipients must submit:

- Quarterly Federal Financial Reports (and one final Federal Financial Report after all funds have been obligated and expended) through OJP's JustGrants System.
- Quarterly Performance Measurement Tool reports and a final Performance Measurement Tool report (at any time once all project activity has concluded) through BJA's PMT.
- Semiannual progress reports and a final progress report (at any time once all project activity has concluded) through OJP's JustGrants.

Future awards and/or fund drawdowns may be withheld if a recipient of an OJP award fails to report the required reports in a timely manner.

Accountability measurement data must be submitted through BJA's Performance Measurement Tool, available at https://bjapmt.ojp.gov. The accountability measures are available at https://bjapmt.ojp.gov/help/jagdocs.html. (Note that if a unit of local government provides funding to a law enforcement agency, the unit of the local government must submit quarterly accountability measurement data on training that officers have received on use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.)

See the OJP Grant Application Resource Guide for additional information on specific post-award reporting requirements, including performance measures data.

Attachment: 2021 JAG Grant (19996 : FY 2021 Edward Byrne Memorial Justice Assistance Grant JAG D Local Solicitation)

Federal Awarding Agency Contact(s)

For OJP contact(s), see solicitation cover page.

For contact information for Grants.gov and JustGrants, see solicitation cover page.

Other Information

Freedom of Information and Privacy Act (5 U.S.C. 552 and 5 U.S.C. 552a)

See the OJP Grant Application Resource Guide for information on the Freedom of Information and Privacy Act (5 U.S.C. 552 and 5 U.S.C. 552a).

Provide Feedback to OJP

See the OJP Grant Application Resource Guide for information on how to Provide Feedback to OJP.

Attachment: 2021 JAG Grant (19996 : FY 2021 Edward Byrne Memorial Justice Assistance Grant JAG D Local Solicitation)

Application Checklist
Edward Byrne Memorial Justice Assistance Grant Formula Program: FY 2021 Local Solicitation

This application checklist has been created as an aid in developing an application. The DOJ Application Submission Checklist is another resource.

What an Applicant Must Do:

Prior to Registering in Grants.gov:

- ☐ Acquire a DUNS Number (see OJP Grant Application Resource Guide)
- ☐ Acquire or renew registration with SAM (see OJP Grant Application Resource Guide)

To Register with Grants.gov:

- ☐ Acquire AOR and Grants.gov username/password (see OJP Grant Application Resource Guide)
- ☐ Acquire AOR confirmation from the E-Biz POC (see OJP Grant Application Resource Guide)

To Find Funding Opportunity:

- ☐ Search for the Funding Opportunity on Grants.gov
- ☐ Access Funding Opportunity and Application Package (see OJP Grant Application Resource Guide)
- ☐ Sign up for Grants.gov email notifications (optional) (see OJP Grant Application Resource Guide)
- ☐ Read Important Notice: Applying for Grants in Grants.gov
- ☐ Read OJP policy and guidance on conference approval, planning, and reporting available at ojp.gov/financialguide/DOJ/PostawardRequirements/chapter3.10a.htm (see OJP Grant Application Resource Guide)

Overview of Post-Award Legal Requirements:

- ☐ Review the "Overview of Legal Requirements Generally Applicable to OJP Grants and Cooperative Agreements - FY 2021 Awards" in the OJP Funding Resource Center.

Scope Requirement:

- ☐ The federal amount requested is within the allowable limit(s) of the FY 2021 JAG Allocations listed at: https://bja.ojp.gov/program/jag/fy-2021-allocations.

Eligibility Requirement:

Only units of local government may apply under this solicitation. By law, for purposes of the JAG Program, the term "units of local government" includes a town, township, village, parish, city, county, borough, or other general-purpose political subdivision of a state; or it may be a federally recognized Indian tribal government that performs law enforcement functions (as determined by the Secretary of the Interior). A unit of local government also may be any law enforcement district or judicial enforcement district established under applicable state law with authority to independently establish a budget and impose taxes; for example, in Louisiana, a unit of local government means a district attorney or parish sheriff.

Attachment: 2021 JAG Grant (19996 : FY 2021 Edward Byrne Memorial Justice Assistance Grant JAG D Local Solicitation)

☐ Submit **SF-424** and **SF-LLL** in Grants.gov

*After **SF-424** and **SF-LLL** submission in Grants.gov, Receive Grants.gov Email Notifications That:*

☐ Submission has been received in Grants.gov

☐ Submission has either been successfully validated or rejected with errors (see OJP Grant Application Resource Guide)

If No Grants.gov Receipt, and Validation or Error Notifications are Received:

☐ Contact Grants.gov Customer Support Hotline at 800-518-4726, 606-545-5035, at Grants.gov customer support web page, or email at support@grants.gov regarding technical difficulties (see OJP Grant Application Resource Guide)

Receive email notification to complete application in JustGrants:

☐ Complete Application in JustGrants

Content of Application Submission

☐ Information to Complete the Application for Federal Assistance (SF-424) in Grants.gov

☐ Intergovernmental Review

☐ Standard Applicant Information (SF-424 information from Grants.gov)

☐ Proposal Narrative

Budget and Associated Documentation

☐ Budget Worksheet and Budget Narrative (attachment)

☐ Indirect Cost Rate Agreement (if applicable) (see OJP Grant Application Resource Guide)

☐ Financial Management and System of Internal Controls Questionnaire (see OJP Grant Application Resource Guide)

Additional Application Components

☐ Research and Evaluation Independence and Integrity (see OJP Grant Application Resource Guide)

☐ Certifications and Assurances by Chief Executive

Disclosures and Assurances

☐ Disclosure of Lobbying Activities (SF-LLL) (see OJP Grant Application Resource Guide)

☐ Disclosure of Duplication in Cost Items (see OJP Grant Application Resource Guide)

☐ DOJ Certified Standard Assurance (see OJP Grant Application Resource Guide)

Attachment: 2021 JAG Grant (19996 : FY 2021 Edward Byrne Memorial Justice Assistance Grant JAG D Local Solicitation)

- ☐ DOJ Certifications Regarding Lobbying; Debarment, Suspension, and Other Responsibility Matters; and Drug-Free Workplace Requirements (see OJP Grant Application Resource Guide)
- ☐ Applicant Disclosure and Justification – DOJ High Risk Grantees (if applicable) (see OJP Grant Application Resource Guide)

Submit Application in JustGrants:

- ☐ Application has been successfully submitted in JustGrants

If No JustGrants Application Submission, Validation, or Error Notifications are Received:

- ☐ Contact JustGrants.Support@usdoj.gov *or 833–872–5175* regarding technical difficulties.

Attachment: 2021 JAG Grant (19996 : FY 2021 Edward Byrne Memorial Justice Assistance Grant JAG D Local Solicitation)

OMB Number: 4040-0004
Expiration Date: 12/31/2022

Application for Federal Assistance SF-424

*** 1. Type of Submission:**
- [ ] Preapplication
- [x] Application
- [ ] Changed/Corrected Application

*** 2. Type of Application:**
- [x] New
- [ ] Continuation
- [ ] Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received: Completed by Grants.gov upon submission.

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name: Citrus County Sheriff's Office

* b. Employer/Taxpayer Identification Number (EIN/TIN): 59-6000550

* c. Organizational DUNS: 836977868

d. Address:

* Street1: 1 Dr. Martin Luther King Jr Ave
Street2:
* City: Inverness
County/Parish:
* State: Florida
Province:
* Country: USA: UNITED STATES
* Zip / Postal Code: 34450

e. Organizational Unit:

Department Name: Citrus County Sheriff's Office

Division Name: Information Technology

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:
* First Name: William
Middle Name:
* Last Name: DiGeloromo
Suffix:

Title: Information Technology Director

Organizational Affiliation:

* Telephone Number: 352-249-2765
Fax Number:

* Email: wdigeloromo@sheriffcitrus.org

Attachment: 2021 JAG Grant (19996 : FY 2021 Edward Byrne Memorial Justice Assistance Grant JAG D Local Solicitation)

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

County Law Enforcement Agency

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

Bureau of Justice Assistance

11. Catalog of Federal Domestic Assistance Number:

16.738

CFDA Title:

Edward Byrne Memorial Justice Assistance (JAG) Grant Program

*** 12. Funding Opportunity Number:**

O-BJA-2021-135004

* Title:

BJA FY 2021 Edward Byrne Memorial Justice Assistance Grant Program – Local Solicitation Category 2 - Applicants with eligible allocation amounts of $25,000 or more

13. Competition Identification Number:

C-BJA2021-00150-PROD

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Citrus County, Florida including the cities of Inverness & Crystal River | Add Attachment | Delete Attachment | View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Mobile Wireless Communications for Law Enforcement Road Patrol Deputies FY 2021-2022

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

Attachment: 2021 JAG Grant (19996 : FY 2021 Edward Byrne Memorial Justice Assistance Grant JAG D Local Solicitation)

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant: FL011 * b. Program/Project: FL011

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: 10/01/2021 * b. End Date: 09/30/2022

18. Estimated Funding ($):

* a. Federal	$30,198
* b. Applicant	
* c. State	
* d. Local	
* e. Other	
* f. Program Income	
* g. TOTAL	$30,198

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on
- ☑ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☐ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

☐ Yes ☑ No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☑ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix:	
* First Name:	William
Middle Name:	
* Last Name:	DiGeloromo
Suffix:	
* Title:	Information Technology Director
* Telephone Number:	352-249-2765
Fax Number:	
* Email:	wdigeloromo@sheriffcitrus.org
* Signature of Authorized Representative:	Completed by Grants.gov upon submission.
* Date Signed:	Completed by Grants.gov upon submission.

Attachment: 2021 JAG Grant (19996 : FY 2021 Edward Byrne Memorial Justice Assistance Grant JAG D Local Solicitation)

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

OMB Number: 4040-0013
Expiration Date: 02/28/2022

1. * Type of Federal Action:
- [ ] a. contract
- [x] b. grant
- [ ] c. cooperative agreement
- [ ] d. loan
- [ ] e. loan guarantee
- [ ] f. loan insurance

2. * Status of Federal Action:
- [ ] a. bid/offer/application
- [x] b. initial award
- [ ] c. post-award

3. * Report Type:
- [x] a. initial filing
- [ ] b. material change

4. Name and Address of Reporting Entity:

[x] Prime [ ] SubAwardee

* Name	Citrus County Sheriff's Office
* Street 1	1 Dr. Martin Luther King Jr Ave
Street 2	
* City	Inverness, FL 34450
State	FL - Florida
Zip	34450
Congressional District, if known:	FL011

5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:

6. * Federal Department/Agency:
None

7. * Federal Program Name/Description:
Edward Byrne Memorial Justice Assistance (JAG) Grant Program
CFDA Number, *if applicable:* 16.738

8. Federal Action Number, *if known:*
N/A - No Lobbying

9. Award Amount, *if known:*
$ 30,198

10. a. Name and Address of Lobbying Registrant:

Prefix	
* First Name	None
Middle Name	
* Last Name	No Lobbying
Suffix	
* Street 1	N/A
Street 2	
* City	N/A
State	
Zip	

b. Individual Performing Services (including address if different from No. 10a)

Prefix	
* First Name	N/A
Middle Name	
* Last Name	N/A
Suffix	
* Street 1	N/A
Street 2	
* City	N/A
State	
Zip	

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

*** Signature:** Completed on submission to Grants.gov

*Name: Prefix	Mr.
* First Name	William
Middle Name	
* Last Name	DiGeloromo
Suffix	
Title:	Information Technology Director
Telephone No.:	352-249-2765
Date:	Completed on submission to Grants.gov

Federal Use Only:

Authorized for Local Reproduction
Standard Form - LLL (Rev. 7-97)

Attachment: 2021 JAG Grant (19996 : FY 2021 Edward Byrne Memorial Justice Assistance Grant JAG D Local Solicitation)

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

OMB Number: 4040-0013
Expiration Date: 02/28/2022

1. * Type of Federal Action:
- [ ] a. contract
- [x] b. grant
- [ ] c. cooperative agreement
- [ ] d. loan
- [ ] e. loan guarantee
- [ ] f. loan insurance

2. * Status of Federal Action:
- [ ] a. bid/offer/application
- [x] b. initial award
- [ ] c. post-award

3. * Report Type:
- [x] a. initial filing
- [ ] b. material change

4. Name and Address of Reporting Entity:

[x] Prime [ ] SubAwardee

* Name	Citrus County Sheriff's Office
* Street 1	1 Dr. Martin Luther King Jr Ave
Street 2	
* City	Inverness, FL 34450
State	FL - Florida
Zip	34450
Congressional District, if known:	FL011

5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:

6. * Federal Department/Agency:
None

7. * Federal Program Name/Description:
Edward Byrne Memorial Justice Assistance (JAG) Grant Program
CFDA Number, *if applicable:* 16.738

8. Federal Action Number, *if known:*
N/A - No Lobbying

9. Award Amount, *if known:*
$ 30,198

10. a. Name and Address of Lobbying Registrant:

Prefix	
* First Name	None
Middle Name	
* Last Name	No Lobbying
Suffix	
* Street 1	N/A
Street 2	
* City	N/A
State	
Zip	

b. Individual Performing Services (including address if different from No. 10a)

Prefix	
* First Name	N/A
Middle Name	
* Last Name	N/A
Suffix	
* Street 1	N/A
Street 2	
* City	N/A
State	
Zip	

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

*** Signature:** Completed on submission to Grants.gov

***Name:** Prefix: Mr. | * First Name: William | Middle Name: | * Last Name: DiGeloromo | Suffix:

Title: Information Technology Director **Telephone No.:** 352-249-2765 **Date:** Completed on submission to Grants.gov

Federal Use Only:

Authorized for Local Reproduction
Standard Form - LLL (Rev. 7-97)

Attachment: 2021 JAG Grant (19996 : FY 2021 Edward Byrne Memorial Justice Assistance Grant JAG D Local Solicitation)

AGENDA MEMORANDUM

FROM:	Denise A. Dymond Lyn, County Attorney
SUBJECT:	Funds Bequeathed to Citrus County Animal Services and the Citrus County Animal Shelter
AGENDA DATE:	**March 08, 2022**

BRIEF OVERVIEW:

Cathleen M. Conway, a deceased resident of Citrus County, named Citrus County Animal Services and the Citrus County Animal Shelter as beneficiaries to annuity account(s) held by Prudential Insurance Company. In order to receive the proceeds of the death benefits, beneficiary claim forms must be completed and submitted to Prudential by the County. Prudential requires a resolution of the Board authorizing the County Administrator to execute the beneficiary claim form(s) on behalf of the County, and the named beneficiaries, Citrus County Animal Services and the Citrus County Animal Shelter.

BUDGET IMPACT/FUNDING SOURCE:

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

RECOMMENDED ACTION:

Authorize the Chairman to execute a resolution authorizing the County Administrator to execute and submit Prudential Insurance Company Annuity Beneficiary Claim Form on behalf of Citrus County, Florida to receive funds bequeathed to Citrus County Animal Services and the Citrus County Animal Shelter.

RESOLUTION 2022-___

RESOLUTION AUTHORIZING COUNTY ADMINISTRATOR TO EXECUTE AND SUBMIT PRUDENTIAL INSURANCE COMPANY ANNUITY BENEFICIARY CLAIM FORM ON BEHALF OF CITRUS COUNTY, FLORIDA TO RECEIVE FUNDS BEQUEATHED TO CITRUS COUNTY ANIMAL SERVICES AND THE CITRUS COUNTY ANIMAL SHELTER.

WHEREAS, the Citrus County Board of County Commissioners is the Governing Board of Citrus County, Florida, a political subdivision of the State of Florida;

WHEREAS, the Citrus County Animal Shelter is operated by Citrus County Animal Services, a division of Citrus County, Florida, and is governed by the Citrus County Board of County Commissioners;

WHEREAS, Cathleen M. Conway, a deceased resident of Citrus County, named Citrus County Animal Services and the Citrus County Animal Shelter as beneficiaries to annuity account(s) held by Prudential Insurance Company;

WHEREAS, in order to receive the proceeds of said death benefits, beneficiary claim forms must be completed and submitted to Prudential by the County;

WHEREAS, Prudential requires a resolution of the Board of County Commissioners authorizing the County Administrator to execute the beneficiary claim form(s) on behalf of the County, and the named beneficiaries, Citrus County Animal Services and the Citrus County Animal Shelter;

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Citrus County, Florida that:

The County Administrator, Charles R. Oliver, is hereby authorized to execute the Prudential Insurance Company of America beneficiary claim form(s) on behalf of Citrus County, Florida, and Citrus County Animal Services and the Citrus County Animal Shelter (EIN 59-6000548), the named beneficiaries of Cathleen M. Conway, decedant.

ADOPTED**,** in regular session this _____ of _____ 2022, by the Board of County Commissioners of Citrus County, Florida.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF CITRUS COUNTY,FLORIDA

_____
ANGELA VICK, CLERK

_____
RONALD E. KITCHEN, JR., CHAIRMAN

Attachment: Prudential resolution (20008 : Funds Bequeathed to Citrus County Animal Services and the Citrus County Animal Shelter)

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

_____

DENISE A. DYMOND LYN,
COUNTY ATTORNEY

Attachment: Prudential resolution (20008 : Funds Bequeathed to Citrus County Animal Services and the Citrus County Animal Shelter)

AGENDA MEMORANDUM

FROM:	Charles R. Oliver, County Administrator
SUBJECT:	Approve Classifcation and Compensation Study
AGENDA DATE:	**March 08, 2022**

BRIEF OVERVIEW:

The last comprehensive classification and compensation study that was implemented occurred in 1999. One was proposed several years ago, however, the Board felt that the funds for the study were best used to increase wages. We estimate the cost of the study to be approximately $50,000.

Since that time, adjustments have been made to the minimum and maximum pay ranges, and some positions over time have been reclassified based on an established internal process. We have also started the process of compressing the ranges. If an employee can perform the duties of the job, the length of time they have been with an organization becomes less important. Please note since some of these positions are covered by a collective bargaining agreement those positions will need to be bargained.

Despite these efforts, the county has seen turnover in the blue collar/trades worker positions as our current pay scales are less competitive. Some of this is because the construction industry is currently very robust. Additionally, placing pressure on wages is the State's plan, which we believe will most likely pass, to increase the minimum wage at schools to $15 per year and correction officers' salaries to $20 per hour.

To retain qualified staff and enhance recruiting new employees, we recommend the Board approve the issuance of a Request for Proposal/Qualification to obtain proposal for a comprehensive classification and compensation study of the blue collar/trades, administrative staff, and mid and upper management positions within the County. Please note, we believe that administrative salaries seem more competitive than the others. This study would not include public safety or EMS. We also believe that the ranges should be compressed.

BUDGET IMPACT/FUNDING SOURCE:

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

RECOMMENDED ACTION:

Approve and authorize staff to issue an RFP/RFQ for a Wage and Compensation Study for the county exclusive of all non-public safety and EMS positions with the Budget Amendment to be considered when the contract award is made.

AGENDA MEMORANDUM

FROM:	Mariselle Rodriguez, Community Services Director
SUBJECT:	1:30 p.m. Presentaiton by Premium Parking, LLC
AGENDA DATE:	**March 08, 2022**

BRIEF OVERVIEW:

Premium Parking, LLC will present a brief overview of how to purchase an annual boat launch pass and explain current number of annual passes sold and revenues collected.

BUDGET IMPACT/FUNDING SOURCE:

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

RECOMMENDED ACTION:

Presentation by Premium Parking, LLC; collection of boat launch fee process and statistics.

AGENDA MEMORANDUM

FROM:	Mariselle Rodriguez, Community Services Director
SUBJECT:	1:35 PM Public Hearing on an Ordinance Pertaining to Boat Launch Fees
AGENDA DATE:	**March 08, 2022**

BRIEF OVERVIEW:

Conduct a Public Hearing pertaining to the Boat Launch Fees Ordinance.

BUDGET IMPACT/FUNDING SOURCE:

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

RECOMMENDED ACTION:

a. Conduct a Public Hearing on an ordinance of Citrus County, Florida amending Section 106-47, Article III, Chapter 106, titled "Definitions"; to amend Section 106-48, Article III, Chapter 106, titled "Imposition of Launch Fees"; providing for severability; providing for inclusion into the code; providing for modification that may arise from consideration at public hearing; and providing for an effective date.

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

ORDINANCE NO. 2022-____

AN ORDINANCE OF CITRUS COUNTY, FLORIDA AMENDING SECTION 106-47, ARTICLE III, CHAPTER 106, TITLED "DEFINITONS"; TO AMEND SECITON 106-48, ARTICLE III, CHPATER 106, TITLED "IMPOSITION OF LAUNCH FEES"; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION INTO THE CODE; PROVIDING FOR MODIFICATIONS THAT MAY ARISE FROM CONSIDERATION AT PUBLIC HEARING; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in accordance with Florida Statutes, Chapter 125.01, the Board of County Commissioners of Citrus County, Florida, has the power to carry on county government and adopt ordinances and resolutions necessary for the exercise of its powers, prescribe fines and penalties for the violation of ordinances in accordance with law; and

WHEREAS, it is the intent of the Board of County Commissioners to promote, protect and improve the health, safety, and welfare of the citizens of Citrus County, Florida; and

WHEREAS, the Board of County Commissioners, determined that it was in the best interest of the public health, safety and welfare to adopt an ordinance to assess fees for the launching of watercraft from County owned boat ramps and adopted Ordinance No. 2021-01 for that purpose; and

WHEREAS, the Board of County Commissioners, has determined that it holders of annual permits should be allowed to launch multiple watercraft under one permit; and

WHEREAS, the Board of County Commissioners has determined that it is no longer necessary to require display of annual permits on vehicles or trailers; and

NOW THEREFORE BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF CITRUS COUNTY, FLORIDA THAT THE CODE OF ORDINANCES IS HEREBY AMENDED AS FOLLOWS:

Section 1. Section 106-47 of Article III, Chapter 106 of the Citrus Code of Ordinances, is amended to modify the definition of "Permit," as follows:

> *Permit* is the annual permit, pass or subscription issued by the county evidencing payment of the required annual fee for the launching of watercraft at a county-owned boat ramp.

Section 2. Section 106-48 2. of Article III, Chapter 106 of the Citrus Code of Ordinances, is amended to provide for the purchase of an annual permit for launching watercraft from up to three trailers per annual permit, as follows:

2. Annual permits may be purchased from Citrus County's Parks and Recreation Division or the administrator of the launch fee program, as follows:

Attachment: Revised Ordinance (20005 : 1:35 PM Public Hearing on an Ordinance Pertaining to Boat Launch Fees)

a. non-commercial permit: registration of up to three trailer tags per annual permit per household.

b. commercial (marina only) permit: registration of up to three dealer trailer tags per annual permit per business.

Section 3. Severability. If any section, sentence, clause, phrase or provision of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not be construed so as to render invalid or unconstitutional the remaining provisions of this Ordinance.

Section 4. Codification. The publisher of the County's Code of Ordinances, the Municipal Code Corporation, is directed to incorporate the revisions of Sec. 106-48, Chapter 106, Article III to the Citrus County Code of Ordinances where indicated.

Section 5. Modification. The provisions of this Ordinance may be modified as a result of considerations that may arise during public hearings. Such modifications shall be incorporated into the final version of the ordinance adopted by the Board and filed with the Clerk.

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

PASSED AND DULY ADOPTED, in open session, with a quorum present and voting, this _____day of _____, 2022.

BOARD OF COUNTY COMMISSIONERS
OF CITRUS COUNTY, FLORIDA

ATTEST:

_____
ANGELA VICK, Clerk

_____
RONALD E. KITCHEN, JR., Chairman

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

_____
DENISE A. DYMOND LYN
County Attorney

Attachment: Revised Ordinance (20005 : 1:35 PM Public Hearing on an Ordinance Pertaining to Boat Launch Fees)

ORDINANCE NO. 2022-____

AN ORDINANCE OF CITRUS COUNTY, FLORIDA AMENDING SECTION 106-47, ARTICLE III, CHAPTER 106, TITLED "DEFINITONS"; TO AMEND SECITON 106-48, ARTICLE III, CHPATER 106, TITLED "IMPOSITION OF LAUNCH FEES"; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION INTO THE CODE; PROVIDING FOR MODIFICATIONS THAT MAY ARISE FROM CONSIDERATION AT PUBLIC HEARING; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in accordance with Florida Statutes, Chapter 125.01, the Board of County Commissioners of Citrus County, Florida, has the power to carry on county government and adopt ordinances and resolutions necessary for the exercise of its powers, prescribe fines and penalties for the violation of ordinances in accordance with law; and

WHEREAS, it is the intent of the Board of County Commissioners to promote, protect and improve the health, safety, and welfare of the citizens of Citrus County, Florida; and

WHEREAS, the Board of County Commissioners, determined that it was in the best interest of the public health, safety and welfare to adopt an ordinance to assess fees for the launching of watercraft from County owned boat ramps and adopted Ordinance No. 2021-01 for that purpose; and

WHEREAS, the Board of County Commissioners, has determined that it holders of annual permits should be allowed to launch multiple watercraft under one permit; and

WHEREAS, the Board of County Commissioners has determined that it is no longer necessary to require display of annual permits on vehicles or trailers; and

NOW THEREFORE BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF CITRUS COUNTY, FLORIDA THAT THE CODE OF ORDINANCES IS HEREBY AMENDED AS FOLLOWS:

Section 1. Section 106-47 of Article III, Chapter 106 of the Citrus Code of Ordinances, is amended to modify the definition of "Permit," as follows:

> *Permit* is the annual permit, pass or subscription issued by the county evidencing payment of the required annual fee for the launching aof watercraft at a county-owned boat ramp.

Section 2. Section 106-48 2. of Article III, Chapter 106 of the Citrus Code of Ordinances, is amended to provide for the purchase of an annual permit for launching watercraft from up to three trailers per annual permit, as follows:

> 2. Annual permits may be purchased from Citrus County's Parks and Recreation Division or the administrator of the launch fee program, as follows:

Attachment: Revised Ordinance Red Line (20005 : 1:35 PM Public Hearing on an Ordinance Pertaining to Boat Launch Fees)

a. non-commercial permit: registration of up to three trailer tags per annual permit per household. Annual permits shall be displayed on the permit holder's vehicle or trailer or as may be otherwise directed by the Parks and Recreation Division.

a.b. commercial (marina only) permit: registration of up to three dealer trailer tags per annual permit per business.

Section 3. Severability. If any section, sentence, clause, phrase or provision of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not be construed so as to render invalid or unconstitutional the remaining provisions of this Ordinance.

Section 4. Codification. The publisher of the County's Code of Ordinances, the Municipal Code Corporation, is directed to incorporate the revisions of Sec. 106-48, Chapter 106, Article III to the Citrus County Code of Ordinances where indicated.

Section 5. Modification. The provisions of this Ordinance may be modified as a result of considerations that may arise during public hearings. Such modifications shall be incorporated into the final version of the ordinance adopted by the Board and filed with the Clerk.

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

PASSED AND DULY ADOPTED, in open session, with a quorum present and voting, this _____day of _____, 2022.

BOARD OF COUNTY COMMISSIONERS
OF CITRUS COUNTY, FLORIDA

ATTEST:

_____
ANGELA VICK, Clerk

_____
RONALD E. KITCHEN, JR., Chairman

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

_____
DENISE A. DYMOND LYN
County Attorney

Attachment: Revised Ordinance Red Line (20005 : 1:35 PM Public Hearing on an Ordinance Pertaining to Boat Launch Fees)

AGENDA MEMORANDUM

FROM:	Ronald E. Kitchen Jr., Commissioner
SUBJECT:	1:40 pm Time Certain: Discussion of the Role of the BOCC and the Administrator
AGENDA DATE:	**March 08, 2022**

BRIEF OVERVIEW:

It is important that all parties know and understand their roles in any organization. Only, with that understanding will an organization function at optimum efficiency.

BUDGET IMPACT/FUNDING SOURCE:

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

RECOMMENDED ACTION:

It is important that all parties know and understand their roles in any organization. Only, with that understanding will an organization function at optimum efficiency. Consider Separation Agreement with the County Administrator.

SEPARATION AGREEMENT AND RELEASE

This Separation Agreement and Release ("Agreement") is between Citrus County Board of County Commissioners ("County") and Charles R. Oliver ("Oliver").

WHEREAS, the parties entered to an "Employment Agreement Between the Citrus County Board of County Commissioners and Charles R. Oliver" on or about January 6, 2015 (the "Employment Contract") which outlined the obligations of the parties, including those obligations related to the separation of service.

WHEREAS, pursuant to the Employment Contract, the employment relationship between the parties was terminated by mutual consent of the parties during a properly noticed public meeting on March 8, 2022 ("Separation Date").

WHEREAS, the motion made was to terminate the Employment Contract without cause by mutual consent of the parties.

NOW THEREFORE, in exchange for the mutual considerations as set forth herein, the parties agree as follows:

1. Pursuant to the Employment Contract, County will pay Oliver all earned but unpaid salary, accrued sick time and vacation time. Payments will made in bi-weekly payments, the same as all other County employees, including benefits until such time payments are exhausted.

2. Pursuant to Paragraph 3(A)(ii) of the Employment Contract, and in exchange of the release of all claims as set forth herein, County will pay Oliver an amount equal to 20 weeks at the same proportional amounts as paid for him by the County when he was employed for a period of twenty (20) weeks with final payment made not later than the end of the calendar year.

3. Insurance will continue at the level of coverage that existed on the Separation Date until all payments are made under Section 1 of this agreement. Oliver's health and dental insurance will continue at the same levels of coverage as regular employees of the County all payments in paragraph 1 are made. After that time Oliver will be eligible for COBRA continuation coverage. Oliver will pay the County through payroll deduction his portion of the premiums for health and dental through payroll deduction, the same as other County employees, unless Oliver declines coverage, whichever occurs first. All payments under COBRA shall be made the end of the month due or coverage will cease.

4. Oliver acknowledges and agrees that he has not suffered any on-the-job injury for which he has not already filed a claim.

5. Oliver shall refrain from comments or conduct intended to disparage the County, its elected or appointed officials, or its employees. The County (including its elected and appointed officials) shall refrain from comments or conduct intended to disparage Oliver.

Attachment: Separation Agreement (20100 : 1:40 pm Time Certain: Discussion of the Role of the BOCC and the Administrator)

SEPARATION AGREEMENT AND RELEASE

6. Oliver agrees to refrain from coming on County property except under the following circumstances:

a) When necessary to effectuate this Agreement;
b) To conduct personal business, attend any event open to the public or exercise any rights available to any citizen of Citrus County for which physical presence on County Property is necessary;
c) At the express request of the County.

7. The County acknowledges and agrees that Oliver has or will returned all County property that was in his possession, including but not limited to County issued ID, keys, laptop, cell phone equipment, and procurement cards/credit cards.

8. Oliver hereby waives, releases and forever discharges County, its divisions, departments, and its directors, officers, representatives, managers, supervisors, employees, and their successors and assigns, past, present and future (collectively, "Citrus County") from any and all KNOWN OR UNKNOWN actions, causes of action, claims or liabilities of any kind which have been or could be asserted against Citrus County, arising out of or related to the employment relationship between the parties, up to and including the date of termination without cause (collectively, "Claims"). Such Claims include but are not limited to:

a) Claims arising under Title VII of the Civil Rights Act of 1964, as amended; the Americans With Disabilities Act, as amended; the Age Discrimination in Employment Act ("ADEA"), as amended; Title 42 of the United States Code; Executive Order 11,246; the Rehabilitation Act of 1973, as amended; Employee Retirement Income Security Act, as amended; the Family and Medical Leave Act, as amended; the Worker Adjustment and Retraining Notification Act, as amended; the Fair Labor Standards Act, as amended; the National Labor Relations Act, and/or any other federal, state, or local employment discrimination statute or ordinance, including but not limited to those based on age, sex, attainment of benefit plan rights, race, religion, national origin, marital status, sexual orientation, ancestry, harassment, parental status, handicap, disability, retaliation, and veteran status; and/or.

b) Claims arising under any other federal, state, or local statute, law, regulation or ordinance; and/or

c) Claims arising under any other theory of liability whatsoever, including but not limited to breach of contract, wrongful termination, defamation, tort, personal injury, intentional infliction of emotional distress, invasion of privacy, public policy violation, negligence, or any other common law, statutory or other claim, but excluding any claims which by law cannot be waived.

9. Oliver agrees not to sue the County on the basis of any claims, actions, and causes of action and/or liabilities of any type arising before the date of termination of the Employment Agreement without cause. Notwithstanding, Oliver may bring a claim against the County to

Attachment: Separation Agreement (20100 : 1:40 pm Time Certain: Discussion of the Role of the BOCC and the Administrator)

SEPARATION AGREEMENT AND RELEASE

enforce this Agreement or a good faith challenge to the validity of this Agreement under the ADEA.

10. This Agreement represents the full agreement between Oliver and the County regarding separation from service. This Agreement supersedes and is in lieu of all prior oral or written agreements and may not be changed except in writing signed by both parties.

11. County agrees to defend Oliver for any actions taken during his term of employment including any court action or settlements as if he were an employee.

12. Oliver has entered into this Agreement on behalf of Oliver and Oliver's heirs, executors, administrators, attorneys, assigns and anyone else who might pursue any type of claim on Oliver's behalf.

13. To the extent a court of competent jurisdiction holds that any portion of this Agreement is invalid or legally unenforceable, the remaining portions shall not be affected and shall be given full force and effect.

14. Oliver acknowledges and agrees that the acceptance of this Agreement was done voluntarily, and that the County did not induce or coerce Oliver in any way.

15. By signing this Agreement, Oliver does not waive rights or claims that may arise after the termination action without cause, as defined in this Agreement and Paragraph 3 of the Employment Contract.

16. All payment made under this contract shall be paid in the same way Oliver received his last payment of wages.

17. Oliver acknowledges that the Severance Oliver will receive is in addition to anything of value to which Oliver is already entitled.

By signing below, I acknowledge that I have had an opportunity to review this Agreement carefully with an attorney of my choice; that I understand the terms of this Agreement and voluntarily agree to them.

_____ _____

Charles R. Oliver Date

_____

Ronald K. Kitchen, Chairman
Citrus County Board of County Commissioners

Attachment: Separation Agreement (20100 : 1:40 pm Time Certain: Discussion of the Role of the BOCC and the Administrator)

SEPARATION AGREEMENT AND RELEASE

Attachment: Separation Agreement (20100 : 1:40 pm Time Certain: Discussion of the Role of the BOCC and the Administrator)

AGENDA MEMORANDUM

FROM:	Colleen Scott, Management & Budget Director
SUBJECT:	1:45 PM Public Hearing for FTA American Rescue Plan Act Section 5307 Funding
AGENDA DATE:	**March 08, 2022**

BRIEF OVERVIEW:

In order to apply for Federal Transportation Administration Section 5307 Urban Area Formula 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.

Citrus County, Florida has been apportioned $250,554 in FTA Section 5307 American Rescue Plan Act (ARPA) funding.

Transit Services is seeking permission to apply for FTA Section 5307 ARPA funding to be utilized for:

Bus Shelters to be placed on the following County owned bus stops totaling $108,000

- Coastal Region Library
- Floral City Library
- Central Ridge Library
- Eagleton Park
- Meadowcreast Government Center
- Hernando School House
- Up to three additional locations as need when/if routes change

Professional Services for cleaning and maintenance of the bus shelters for up to 4 years, totaling $110,054

On-board bus cameras for up to 13 buses, totaling $32,500.

Transit Services' current operations covered under the Section 5307 CARES Act funding through September 2025. Since the Section 5307 ARPA funding would be used for expenses other than operations it is required to have a letter written that there have been no furloughs or layoffs for Transit Services since March 27, 2020.

BUDGET IMPACT/FUNDING SOURCE:

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

No County Match is required.

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 $250,554 in Section 5307 ARPA 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 $250,554 in grant funding for the Citrus County Transit System through the Federal Transit Administration Section 5307 ARPA grant and any amendments thereto, after review by the County Attorney.

RESOLUTION NO. 2022- _____

A RESOLUTION AUTHORIZING THE APPLICATION FOR, AND EXECUTION OF, A RESULTING CONTRACT FOR THE AMERICAN RESCUE PLAN ACT SECTION 5307 FEDERAL ADMINISTRATION GRANT FUNDING FOR FFY2022 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 $250,554 in financial assistance for FFY2022 under the American Rescue Plan Act Section 5307 grant funding; 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:

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.

THIS RESOLUTION was duly adopted and recorded in the minutes this 8 day of March 2022.

BOARD OF COUNTY COMMISSIONERS OF 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

Attachment: ARPA 5307 FFY2022 Resolution (20030 : 1:45 PM Public Hearing for FTA American Rescue Plan Act Section 5307 Funding)

FFY2022 American Rescue Plan Act Section 5307 Program of Projects & Budget

Citrus County Transit System

Citrus County, Florida					
Activity	Federal Share	Local Share*	Block Grant	Toll Revenue	Total Project Costs
	Section 5307 Funding			Credits	
Bus Shelters	$ 108,000				$ 108,000
On-board Bus Cameras	$ 32,500				$ 32,500
Professional Services**	$ 110,054				$ 110,054
Total	$ 250,554				$ 250,554
*ARPA funding does not require Local Share or County Match. **Contract for outside vendor for the cleaning and maintenance of Bus Shelters					

Attachment: ARPA FY 22 POP (20030 : 1:45 PM Public Hearing for FTA American Rescue Plan Act Section 5307 Funding)

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Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

KEVIN J. THIBAULT, P.E.
SECRETARY

April 23, 2021

Dr. Yvette Taylor
Regional Administrator
Federal Transit Administration Region IV
230 Peachtree Street, N.W., Suite 1400
Atlanta, GA 30303

Dear Dr. Taylor:

Per the authority of the Governor of Florida, attached are the allocations of Section 5307 ARP funds for the urbanized areas under 200,000 in population for Federal Fiscal Year 2021. These allocations were developed in consultation with Florida's direct recipients providing service in these urbanized areas.

As identified in this Split Letter, the Florida Department of Transportation authorizes the assignment/allocation of Section 5307 to the Direct Recipients listed on the attached table. The undersigned agree to the Split Letter and the amounts allocated/assigned to each Direct Recipient. Each Direct Recipient is responsible for its application to the Federal Transit Administration to receive Section 5307 ARP funds and assumes the responsibilities associated with any award for these funds.

If you have any questions regarding this information, please contact Liz Stutts, State Transit Manager at (850) 414-4530.

Respectfully,

DocuSigned by:
Kenyatta Lee
C4D61D76155D4AF...

Kenyatta Y. Lee
Chief of Modal Development

Attachment

cc: Liz Stutts, Central Office
Erin Schepers, Central Office

Attachment: FFY21 5307 GA- ARP Split Package Highlighted (20030 : 1:45 PM Public Hearing for FTA American Rescue Plan Act Section 5307

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FFY 2021 Florida Governor's Apportionment of ARP Act 5307 Funds

Eligible Section 5307 Urbanized Areas Population 50,000 - 200,000	2021 FTA Formula			2021 Apportionment Total	
Deltona	$576,681			see below	Votran
Fort Walton Beach	$745,418			$745,418	Okaloosa County
Gainesville	$14,481,737			$14,481,737	Gainesville RTS
Homosassa Springs-Beverly Hills-Citrus Springs	$250,554			$250,554	Citrus County
Lady Lake	$44,048			$1,598,724	Lake County
Leesburg-Eustis	$1,554,676			$0	
North Port - Punta Gorda	$973,145			$622,813	Charlotte County
Ocala	$627,007			$627,007	City of Ocala
Panama City	$966,299			$966,299	Bay County
Sebastian-Vero Beach South-Florida Ridge	$973,816			$973,816	Indian River Count
Sebring-Avon Park	$0			$0	
Spring Hill	$445,181			$445,181	Hernando County
St. Augustine	$1,063,938			$1,063,938	St. Johns County
Titusville	$128,390			see below	Space Coast Area
Zephyrhills	$276,745			see below	PCPT
Subtotal	***$23,107,635***	***$0***	***$0***	***$21,775,487***	
Transfer to Sarasota County (Portion of Formula allocation for North Port)				*$350,332*	*Sarasota*
Transfer to Pasco County (Formula allocation for Zephyrhills)				*$276,745*	*PCPT*
Transfer to Daytona (Formula allocation for Deltona)				*$576,681*	*Votran*
Transfer to Melbourne (Formula allocation for Titusville)				*$128,390*	*Space Coast*
Total			**$0**	**$23,107,635**	**$0**

Attachment: FFY21 5307 GA- ARP Split Package Highlighted (20030 : 1:45 PM Public Hearing for FTA

OFFICE OF THE COUNTY ADMINISTRATOR
Board of County Commissioners
Executive Offices
3600 W. Sovereign Path, Lecanto, FL 34461
Phone: (352) 527-5205 Fax: (352) 527-5204

"We are a user-friendly and common- sense organization dedicated to responsive citizen services."

March 8, 2022

Yvette G. Taylor
Regional Administrator
Federal Transit Administration
230 Peachtree Street, NW
Suite 1400
Atlanta, GA 30303

Dear Ms. Taylor,

Citrus County, Florida is applying for financial assistance for FY2022 under the American Rescue Plan Act; Section 5307 Urbanized Area Formula Funding program. Funding is to be used in areas other than operating/payroll expenses. This letter is to certify that Citrus County, Florida, has not furloughed any employees since March 27, 2020 (the enactment date of the CARES Act). The County does not utilize sub-contractors for public transportation services.

Sincerely,

Charles R. "Randy" Oliver
County Administrator

Attachment: Furlough Certification Letter (20030 : 1:45 PM Public Hearing for FTA American Rescue Plan Act Section 5307 Funding)

AGENDA MEMORANDUM

FROM:	Denise A. Dymond Lyn, County Attorney
SUBJECT:	1:50 Public Hearing - Manatee Protection Zones Ordinance
AGENDA DATE:	**March 08, 2022**

BRIEF OVERVIEW:

Conduct a public hearing on an ordinance pertaining to Manatee Protection Zones

BUDGET IMPACT/FUNDING SOURCE:

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

RECOMMENDED ACTION:

a. Conduct a public hearing on an ordinance of Citrus County, Florida, relating to boating regulatory zones for the protection of manatees; amending Chapter 64, Article I, Section 64-7 entitled "Manatee Protection Zones"; providing for severability; providing for modifications that may arise from consideration at public hearing; providing for scrivener's errors; providing for codification' and providing for an effective date.

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

ORDINANCE NO. ____

AN ORDINANCE OF CITRUS COUNTY, FLORIDA, RELATING TO BOATING REGULATORY ZONES FOR THE PROTECTION OF MANATEES; AMENDING CHAPTER 64, ARTICLE I, SECTION 64-7 ENTITLED "MANATEE PROTECTION ZONES"; PROVIDING FOR SEVERABILITY; PROVIDING FOR MODIFICATIONS THAT MAY ARISE FROM CONSIDERATION AT PUBLIC HEARING; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Citrus County Board of County Commissioners ("Board") is the legislative and governing body of Citrus County, Florida, a political subdivision of the State of Florida, authorized to exercise governmental powers pursuant to Article VIII of the Constitution of the State of Florida and Section 125.01, Florida Statutes;

WHEREAS, the Board adopted Ordinance 2022-01 on January 18, 2022 adopting a new Chapter 64, Article I, entitled "Manatee Protection Zones";

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

NOW THEREFORE, BE IT ORDAINED by the Citrus County Board of County Commissioners:

Section I. Incorporation of Recitals. The above recitals are true and correct and are hereby incorporated by reference.

Section 2. **Amending of Chapter 64, Article I, Section 64-7 Entitled "Manatee Protection Zones".** Chapter 64, Article I, Section 64-7 Citrus County Code of Ordinances, entitled "Manatee Protection Zones" is hereby amended as follows:

Sec. 64-7. Manatee Protection Zones

The county hereby establishes the manatee protection zones identified below for the purpose of protecting manatees located therein. To accomplish this purpose, this section establishes manatee protection zones and authorizes all subsequently permitted markers, as hereinafter defined, delineating the zones. A map of the Manatee Protection Zone is set forth in Exhibit A, attached hereto and incorporated herein by reference.

(1) Slow speed zones for manatee protection purposes. Within that area described as that part of the Homosassa River easterly of a line that bears 142 degrees from a point (latitude 28 47' 16.39571" North, longitude 82 36' 58.33650" West) on the northern shoreline to a point (latitude 28 47' 10.94648" North, longitude 82 36' 53.60335" West) on the southern shoreline and westerly of a line that bears North 360 degrees running through the northernmost tip of the western shoreline of a canal serving South Amstel Drive (latitude 28 47' 38.05895" North, longitude 82 36' 21.05912" West) to the northern shoreline (latitude 28

Attachment: Citrus County Ordinance Amended Redline (20055 : 1:50 Public Hearing - Manatee Protection Zones Ordinance)

47’ 47.92012” North, longitude 82 36’ 20.93188” West), all vessels shall be operated at or below slow speed minimum wake at all times.

~~Slow speed zones for manatee protection purposes. Within that area described as that part of the Homosassa River easterly of a line that bears 142 degrees from a point (approximate latitude 28 47’ 16.00000” North, approximate longitude 82 36’ 57.992798” West) on the northern shoreline of the Homosassa River and westerly of a line that bears North 360 degrees running through the northernmost tip of the western shoreline of a canal serving West Canal Drive, approximate (latitude 28 47’ 38.05895” North, approximate longitude 82 36’ 21.05912” West) to the northern shoreline (latitude 28 47’ 47.92012” North, longitude 82 36’ 20.93188” West), including those waterways south of the river easterly of a line that bears 180 degrees from a point (approximate latitude 28 47’ 7.745488” North, approximate longitude 82 36’ 58.959629” West) on the northern shoreline of the waterway that intersects the river southeast of “Monkey Island” (near the western terminus of West Xanadu Path) all vessels shall be operated at or below slow speed at all times.~~

~~(1)~~(2) Any owner, operator, or person in command of a vessel who permits operation of such vessel in excess of slow speed minimum wake in the above-designated slow speed minimum wake zones, shall be in violation of ~~United States Coast Guard Nnavigational Rrule 6, as adopted pursuant to §327.33(2)~~§379.2431(2)(r), F.S., except for law enforcement vessels deviating from the navigational rules and posted speeds when such deviation is necessary to perform law enforcement duties.

~~(2)~~(3) The County Administrator, or the County Administrator’s designee, shall coordinate application for permits and purchase of uniform waterway markers for marking of slow speed minimum wake zones for manatee protection purposes. Implementation and marking of the manatee protection zones described in this section is contingent upon the county’s receipt of all applicable state and federal authorizations required to ensure compliance with Chapter 68D-23, F.A.C., and the United States Aids to Navigation System; and the posting of regulatory markers.

Section 3. Severability. If any section, subsection, sentence, clause, or provision of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not be construed so as to render invalid or unconstitutional the remaining provisions of this Ordinance.

Section 4. 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.

Attachment: Citrus County Ordinance Amended Redline (20055 : 1:50 Public Hearing - Manatee Protection Zones Ordinance)

Section 5. Scrivener's Errors. Typographical errors which do not affect the intent of this Ordinance may be authorized by the County without need of a public hearing by its filing a corrected or re-codified copy of the same with the Clerk.

Section 6. Codification. The publisher of the County's Code of Ordinances, the Municipal Code Corporation, is directed to incorporate this article into the Code of Ordinances where indicated.

Section 7. 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 _____, 2022.

BOARD OF COUNTY COMMISSIONERS
OF CITRUS COUNTY, FLORIDA

ATTEST:

_____ _____

ANGELA VICK, Clerk RONALD E. KITCHEN, JR., Chairman

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

_____

DENISE A. DYMOND LYN
County Attorney

Attachment: Citrus County Ordinance Amended Redline (20055 : 1:50 Public Hearing - Manatee Protection Zones Ordinance)

ORDINANCE NO. ____

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WHEREAS, the Citrus County Board of County Commissioners ("Board") is the legislative and governing body of Citrus County, Florida, a political subdivision of the State of Florida, authorized to exercise governmental powers pursuant to Article VIII of the Constitution of the State of Florida and Section 125.01, Florida Statutes;

WHEREAS, the Board adopted Ordinance 2022-01 on January 18, 2022 adopting a new Chapter 64, Article I, entitled "Manatee Protection Zones";

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

NOW THEREFORE, BE IT ORDAINED by the Citrus County Board of County Commissioners:

Section I. Incorporation of Recitals. The above recitals are true and correct and are hereby incorporated by reference.

Section 2. **Amending of Chapter 64, Article I, Section 64-7 Entitled "Manatee Protection Zones".** Chapter 64, Article I, Section 64-7 Citrus County Code of Ordinances, entitled "Manatee Protection Zones" is hereby amended as follows:

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(1) Slow speed zones for manatee protection purposes. Within that area described as that part of the Homosassa River easterly of a line that bears 142 degrees from a point (latitude 28 47' 16.39571" North, longitude 82 36' 58.33650" West) on the northern shoreline to a point (latitude 28 47' 10.94648" North, longitude 82 36' 53.60335" West) on the southern shoreline and westerly of a line that bears North 360 degrees running through the northernmost tip of the western shoreline of a canal serving South Amstel Drive (latitude 28 47' 38.05895" North, longitude 82 36' 21.05912" West) to the northern shoreline (latitude 28

Attachment: Citrus County Ordinance Amended Final (20055 : 1:50 Public Hearing - Manatee Protection Zones Ordinance)

47’ 47.92012” North, longitude 82 36’ 20.93188” West), all vessels shall be operated at or below slow speed minimum wake at all times.

(2) Any owner, operator, or person in command of a vessel who permits operation of such vessel in excess of slow speed minimum wake in the above-designated slow speed minimum wake zones, shall be in violation of §379.2431(2)(r), F.S., except for law enforcement vessels deviating from the navigational rules and posted speeds when such deviation is necessary to perform law enforcement duties.

(3) The County Administrator, or the County Administrator’s designee, shall coordinate application for permits and purchase of uniform waterway markers for marking of slow speed minimum wake zones for manatee protection purposes. Implementation and marking of the manatee protection zones described in this section is contingent upon the county’s receipt of all applicable state and federal authorizations required to ensure compliance with Chapter 68D-23, F.A.C., and the United States Aids to Navigation System; and the posting of regulatory markers.

Section 3. Severability. If any section, subsection, sentence, clause, or provision of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not be construed so as to render invalid or unconstitutional the remaining provisions of this Ordinance.

Section 4. 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. Scrivener’s Errors. Typographical errors which do not affect the intent of this Ordinance may be authorized by the County without need of a public hearing by its filing a corrected or re-codified copy of the same with the Clerk.

Section 6. Codification. The publisher of the County’s Code of Ordinances, the Municipal Code Corporation, is directed to incorporate this article into the Code of Ordinances where indicated.

Section 7. 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 _____, 2022.

BOARD OF COUNTY COMMISSIONERS
OF CITRUS COUNTY, FLORIDA

ATTEST:

_____ _____

ANGELA VICK, Clerk RONALD E. KITCHEN, JR., Chairman

Attachment: Citrus County Ordinance Amended Final (20055 : 1:50 Public Hearing - Manatee Protection Zones Ordinance)

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

_____
DENISE A. DYMOND LYN
County Attorney

Attachment: Citrus County Ordinance Amended Final (20055 : 1:50 Public Hearing - Manatee Protection Zones Ordinance)

AGENDA MEMORANDUM

FROM:	Tammi Hunnicutt, Executive Assistant to the Clerk
SUBJECT:	2:00 PM BOCC Facilities Project Management Audit
AGENDA DATE:	**March 08, 2022**

BRIEF OVERVIEW:

Angela Vick, Clerk of the Circuit Court and Comptroller & William Blend, Shareholder of MSL, will present the BOCC Facilities Project Management Audit

BUDGET IMPACT/FUNDING SOURCE:

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

RECOMMENDED ACTION:

Upon Board acceptance, Facilities Project Management Report will be available on the Clerk of the Circuit Court and Comptroller website, under the Internal Audit web page.

AGENDA MEMORANDUM

FROM:	Charles R. Oliver, County Administrator
SUBJECT:	Nominate & Appoint Water & Wastewater Authority Board
AGENDA DATE:	**March 08, 2022**

BRIEF OVERVIEW:

The following individuals wish to serve on the Water and Wastewater Authority Board. Vacancies previously announced on January 11, 2022.

- William R. Ries
- Charles Moore
- Bob Rutemiller

BUDGET IMPACT/FUNDING SOURCE:

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

RECOMMENDED ACTION:

Nominate and appoint two (2) individuals to the Water and Wastewater Authority Board as Technical members for a four (4) year term that begins February 1, 2022 and ends January 31, 2026.

Rec 1-31-22

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

APPLICATION FOR ADVISORY BOARDS/COMMITTEES

Name: William R. Ries Home Phone 352-206-5723

Address: 7021 S. Rainbow Pt Cell Phone 206-5723

Business Phone: N/A Fax: N/A Email ries.bill@gmail.com

Place of Employment: Retired from Pinellas Co. Utilities/Engineer

Board/Committee Applied for: Citrus County Water & Wastewater Auth

Specific Position on Board/Committee Applied for: Technical

How long have you lived in Citrus County: Years 26 Months —

In which commission district do you reside? 1 (2) 3 4 5 (circle one)

Do you currently hold public office? Yes_____ No X

Do you now serve, or have you ever served on a Citrus County board or committee? Yes_____ No X
Please list the Committee/Boards:

Please list your community activities (civic clubs, neighborhood associations, etc. and positions held)

Education: High School, Some College, Trade School

Experience: Master Plumber, Coll. trans. Mgr., Utilities Proj. Coordini

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 X NO_____

DATE 1/30/22 SIGNATURE W. Ries

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: William Ries WWA Application (20053 : Nominate & Appoint Water & Wastewater Authority Board)

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

APPLICATION FOR ADVISORY BOARDS/COMMITTEES

Name: Charles Moore Home Phone

Address: 1475 W. Manfield St. Lecanto 34461 Cell Phone 540-335-2403

Business Phone: Fax: Email CKMOORE3@gmail.com

Place of Employment: Retired

Board/Committee Applied for: Water and Wastewater Authority

Specific Position on Board/Committee Applied for: technical

How long have you lived in Citrus County: Years Part Time 8 years 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: See attached

Experience:

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 1/28/22 SIGNATURE Charles K. Moore III

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: Charles Moore WWA Application (20053 : Nominate & Appoint Water & Wastewater Authority Board)

Charles K. Moore III

Brief Summary of Experience Additional Information 2-24-22

Employment:
1968-70 United Telephone Company, Carlisle, Pa, and Flemington, NJ
1970-72 City of Seat Pleasant, Maryland – City Manager
1972-92 City of Bowie, Maryland – City Manager
1992-99 Sunshine Valley Farms – Owner/Proprietor
1999-2013 Town of Mount Jackson, Virginia – Town Manager

Additional Detail re: Job Responsibilities:

City of Bowie , MD – 20 Years, City Manager, Executive Administrator of all City departments and agencies reporting to City Council.

Includes: All aspects of Water and Wastewater for 3rd largest city in State of Maryland. Also, all Financial and business aspects of the city including rate making, accounting, utility regulation.

Town of Mount Jackson, VA - 13+ years, Town Manager, Same as above job description smaller, rural town.

Prior to my arrival the entire utility system was declared unsafe/mandatory boil water by state Health Dept. New wells, water storage tanks, sewer treatment plant, rate structure, etc.

Local Government Insurance Trust – Board Member, Chairman of Board
Virginia Municipal League Insurance Company – Board Member, Chairman of Board
Healthy Families Shenandoah County – Board Member
Shenandoah Trail Riders and Horsemen Association – Board Member
Rails to Trails Initiative
Various community Civic Associations memberships

Attachment: Charles Moore WWA Application (20053 : Nominate & Appoint Water & Wastewater Authority Board)

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

APPLICATION FOR ADVISORY BOARDS/COMMITTEES

Name: Bob Rutemiller Home Phone 813-477-3204

Address: 8232 East Tower Trail Cell Phone _____

Business Phone: 813-477-3204 Fax: _____ Email SCADAbob@gmail.com

Place of Employment: Automation Consulting and Education, Inc.

Board/Committee Applied for: Water & Wastewater Advisory Board

Specific Position on Board/Committee Applied for: Technical Member, Chair

How long have you lived in Citrus County: Years 8 Months _____

In which commission district do you reside? 1 2 3 4 5 (circle one)

Do you currently hold public office? Yes _____ No X

Do you now serve, or have you ever served on a Citrus County board or committee? Yes X No _____
Please list the Committee/Boards:
Water & Wastewater Advisory Board, Vice Chair

Please list your community activities (civic clubs, neighborhood associations, etc. and positions held)
I would like to contribute my talents and experirence in water and wastewater to the citizens and government of Citrus County.

Education: Master of Science-Phsiology & Biophysics-University of Kentucky 1972

Experience: 30+ years in water and wastewater, design, project management, training

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 X NO _____

DATE 1/30/2022 SIGNATURE SIGNATURE _____

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: Bob Rutemiller WWA Application (20053 : Nominate & Appoint Water & Wastewater Authority Board)

Automation Consulting & Education, Inc.
P.O. Box 873 – Floral City, Florida 34436
813-477-3204

Bob "SCADAbob" Rutemiller

SUMMARY:
Bob Rutemiller brings over twenty five years of engineering design, project management, and practical field experience including control and SCADA systems design, project management including turn-key projects for the industrial and municipal automation industries.

EDUCATION:
University of Kentucky – Master of Science
Western Kentucky University – Bachelor of Science
St. Clair University - Windsor, Ontario – Electrical & Combustion Engineering

CERTIFICATIONS:
Master Unlimited Electrical Contractor - State of Florida
Master Unlimited Electrical License – State of Kentucky (inactive)
Master Unlimited Electrical License – State of California (inactive)
State of Kentucky Board Member for Electrical Certifications (NKEA)
Dynalectron University – Construction Management Certification
Intellution / Paradym31 Soft Logic certified
General Electric / Intellution SCADA certified instructor
Rockwell / Allen-Bradley SCADA & PLC certified
Schneider Electric / Modicon PLC certified
Inductive Automation – certified engineering company

ORGANIZATIONS
IEEE – Institute of Electrical and Electronic Engineers - Member
SEIA – Solar Energy Industries Association – Member
SPI – Solar Power International
Hawaii Water Works Association – "Information Systems & Power of SCADA" 2013
Water Environment Federation – Hawaii Chapter (multiple presentations)
WEFTEC Hands on SCADA & Information Systems Workshop - Chairman
WEFTEC "Out with analog – In with Digital" – Workshop Chairman
WEFTEC Automation & Information Systems Committee – Vice Chairman
Rockwell Automation Presentation: "Wireless communications to Logix Processors"
Publication: WEF - MOP-21 Ch. 11: "Communications & Connectivity" (1st & 2nd Editions)

PUBLICATIONS:
"Protecting Water Resources with Increased WTP Production Efficiency"
"Wireless SCADA Operation in a Water Treatment Plant"
"Information Systems & Power of SCADA"
"Out with analog – In with Digital"
"Wireless communications to Logix Processors"
"Successful Implementation of the Island Wide SCADA System Upgrade for the County of Maui"
"Maximizing Digester Efficiency for Methane Gas Production and Reduction in Residual Biosolids"

Attachment: Bob Rutemiller (8125 : Water & Wastewater Authority Board)
Attachment: Bob Rutemiller WWA Application (20053 : Nominate & Appoint Water & Wastewater Authority Board)

Automation Consulting & Education, Inc.
P.O. Box 873 – Floral City, Florida 34436
813-477-3204

TRAINING COURSES PUBLISHED:
iFIX Fundamentals of SCADA Systems
iFIX Advanced SCADA systems
iFIX Historian
Paradigm 31 – Soft Logic
Instrumentation & Control Theory Part 1: PROCESS LOGIC Systems
Instrumentation & Control Theory Part 2: SCADA Systems

PROFESSIONAL EXPERIENCE:
Since 1992 Bob has specialized in design of PLC control and SCADA systems.
Recent engineering, design/build and/or project management projects include:

- County of Maui – Design of Communications & SCADA for three wastewater pump stations
- County of Maui – Control & SCADA design of new Iao water treatment facility
- County of Maui – Wastewater SCADA Upgrade: Design of the 3 main plants
- Island of Lanai' – Design of five wastewater Pump Stations & SCADA interface
- Hillsborough County, Florida – Wastewater Phase 1 pump station upgrades design/build
- County of Maui Water Department – Iao WTP control & SCADA system design
- County of Maui Water Department – Granulated Activated Charcoal control system
- Chevron Technologies – SCADA design for three utility scale photovoltaic installations
- Lockheed Martin - Keahole Solar PV design
- Sky OMA – 5.0 MW PV solar controls, monitoring and communications on Maui
- Kahului Airport – 10 MW PV design of communications to Utility (MECO) with DTT
- County of Maui – Piiholo Water Treatment Plant SCADA upgrade design & P.M.
- County of Maui – Island wide wastewater upgrade & command center design & P.M.
- Wheeler Army Airbase – Wastewater Digester upgrade to maximize methane gas production
- Hawaii Electric Company - Waiau WWTP Instrumentation & Control Specifications
- Colonial Pipeline Baton Rouge Terminal – Redesign of entire control system & SCADA

Projects related to GUAM:

Provided infrastructure analysis, review and recommendations for the upgrade of the SCADA and control systems of the entire water distribution system in Guam for GWA.

Provided inspections and recommendations for improvement of all of the wastewater systems include wastewater treatment plants, pumping stations and aeration ponds.

Provided design and engineering services for cellular wireless communications to remote potable water pumping stations.

COMPANY HISTORY:
Automation Consulting & Education, Inc.
8232 East Tower Trail
Floral City, Florida 34436
Founded in 1994 – Hillsborough County, Florida
Judy Rutemiller – President
Bob Rutemiller – Vice President

Attachment: Bob Rutemiller (8125 : Water & Wastewater Authority Board)
Attachment: Bob Rutemiller WWA Application (20053 : Nominate & Appoint Water & Wastewater Authority Board)

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	Technical Member- 4-year term	

Revised January 26, 2022

Attachment: 2022 Current Term Expirations Roster (20053 : Nominate & Appoint Water & Wastewater Authority Board)

AGENDA MEMORANDUM

FROM:	Jeff Kinnard D.C., Commissioner
SUBJECT:	Signal at the Corner of Gospel Island Rd. and SR 44
AGENDA DATE:	**March 08, 2022**

BRIEF OVERVIEW:

The intersection of SR44 and Gospel Island Road, according to reports, has seen a large increase in traffic and accidents in the last 5 years. I have been asked to see if a signal is warranted at this location.

My recommendation is that the Board of County Commissioners ask the Florida Department of Transportation (FDOT) and the Metropolitan Planning Organization (MPO) to study the need for a signal at this location.

BUDGET IMPACT/FUNDING SOURCE:

RECOMMENDED ACTION:

Direct staff to send a letter to FDOT/MPO to study the need for a signal at this location and if warranted proceed to obtain funding through FDOT for installation of same.

AGENDA MEMORANDUM

FROM:	Holly L. Davis, Commissioner
SUBJECT:	Discuss Employee Survey and Provide Direction as Appropriate
AGENDA DATE:	**March 08, 2022**

BRIEF OVERVIEW:

BUDGET IMPACT/FUNDING SOURCE:

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

RECOMMENDED ACTION:

Provide Direction

Quitting Can Be Contagious at a Company. Here's How to Stop It.

'Stay interviews' can make the employees who remain feel more understood—and committed to the company

JOURNAL REPORTS: LEADERSHIP

By Anthony C. Klotz + Follow

Updated February 19, 2022 11:00 a.m. EST

We're all familiar with "exit interviews"—the discussions with departing workers to figure out why they *really* decided to leave the company.

But there are two big problems with these discussions. First, they often don't yield useful information. And second, they focus on the wrong people: the people leaving, instead of the people staying.

This focus is troublesome because there is compelling evidence that one employee's



The stay interview—unlike an exit interview—focuses on remaining employees and can give insights into employee turnover.

Whom to approach—and h

The first step is to figur *who* should be interviewed most obvious answer: Tho worked closely with a depa employee may have the be of why the employee actua and be the most likely to th about doing the same.

But don't stop there. O human-resources leader I' to also considers other em in the company who share characteristics as the leave terms of aspects like tenur performance. The thinking there is an underlying caus turnover affecting a define of employees, such as thos

Attachment: Journal Report (20092 : Discuss Employee Survey and Provide Direction as Appropriate)

so being transparent about the purpose of the conversation is also important. If employees don't understand why the stay interview is being conducted or are caught off-guard by it, they will be less likely to be fully honest.

Finally, the quality of information gathered in stay interviews will depend on how much the employee trusts the interviewer. Ideally, the direct manager will have established this relationship, but because managers are sometimes the cause of employee resignations, it may make sense for the conversations to be led by somebody from HR, a manager from another department, or even a third party.

Focus on the stayer, not the leaver

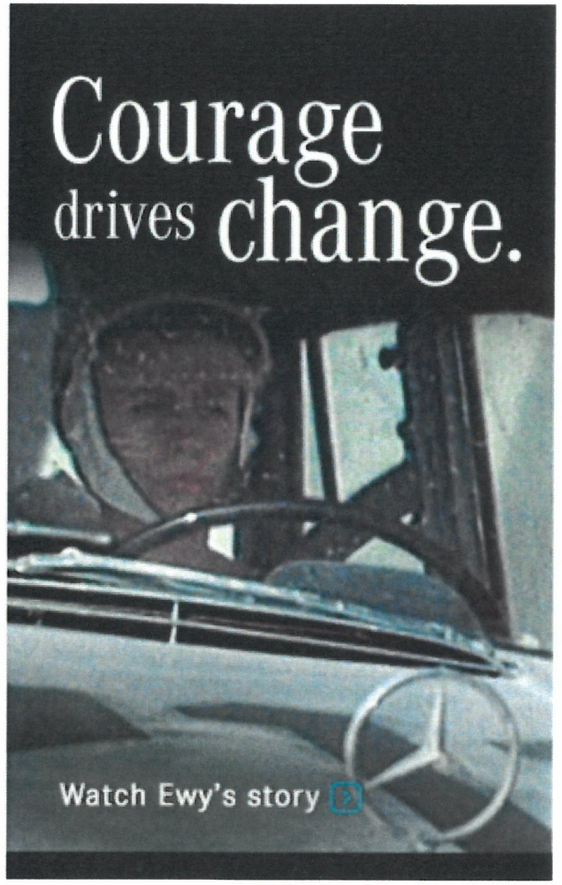
Although stay conversations are spurred by what is often a negative event—the co-worker's resignation—they are meant to improve the work lives of remaining employees. So the tone should reflect this positive purpose, and should begin with a focus on the stayer, not the

that end, employees need at least one of four types of behavior from their leader to feel satisfied and effective in their jobs.

First, leaders need to show support and concern, and so could begin this part of the stay interview by asking about employee well-being. Questions here could range from those related to overall personal and professional well-being to what specific support an employee may need to help cope with the departure of their co-worker.

Second, employees need to feel leaders have given them the guidance and clear direction they need to do their jobs well, both in general and in the wake of their colleague's departure. One HR executive I know offers this simple question: "Do you have the tools and resources to do your job successfully?"

Third, employees must feel they are able to participate in decision-making processes related to matters that affect them at work. Because the departure of a colleague can create the need for decisions to be made



Attachment: Journal Report (20092 : Discuss Employee Survey and Provide Direction as Appropriate)

step up and advance their careers; this is a moment to determine whether remaining employees are interested in seizing such opportunities.

Now talk about the leaver

Once the employee knows that the leader has the employee's interests in mind, the conversation can move on to questions that may that explore why the departing employee quit. Two overarching points I have heard from HR executives about this phase of the stay interview: Be prepared to hear hard truths without getting defensive, and don't make disparaging comments about the departing employee.

It could be, of course, that the employee doesn't know—or want to share—the cause. But in cases where the staying employee does share, and it's related to the "Asking for feedback and not taking action based on that feedback can be more harmful than just not asking."

The end of stay interviews should be characterized by gratitude. Over the past decade, organizational psychologists have begun to reveal the profound positive impact that gratitude has on employees. That's why stay interviews should end with the leader thanking the employee, both for taking the time to share during the conversation and for their service to the organization.

It's a fitting final gesture, reinforcing that stay interviews aren't witch hunts to root out malcontents who are thinking of leaving. Rather, they are positive, future-focused conversations, designed to improve the well-being of stayers and improve the culture

administration and an associate professor of management at Mays Business School, Texas A&M University. He can be reached atreports@wsj.com.

Attachment: Journal Report (20092 : Discuss Employee Survey and Provide Direction as Appropriate)

Packet Pg. 560

AGENDA MEMORANDUM

FROM:	Ruthie Davis Schlabach, Commissioner
SUBJECT:	Direct Administrator to Apply for an FAA Grant for the Inverness Airport
AGENDA DATE:	**March 08, 2022**

BRIEF OVERVIEW:

The Federal Aviation Administration (FAA) has released the "Notice of Funding Opportunity" (NOFO).
http://aaae.informz.net/z/cjUucD9taT0xMDQ1OTg2NCZwPTEmdT0xMTY0MzMxMTQ3JmxpPTkyOTkyNzI2/index.html

http://aaae.informz.net/z/cjUucD9taT0xMDQ1OTg2NCZwPTEmdT0xMTY0MzMxMTQ3JmxpPTkyOTkyNzI2/index.html

(NOFO) that outlines how airports can apply for a share of the approximately $1 billion in fiscal year 2022 discretionary funds under the newly established Airport Terminal Program (ATP), which was created by the Infrastructure and Investment and Jobs Act, commonly known as the Bipartisan Infrastructure Law (BIL).

The goal of the ATP is to make annual grants for terminal development projects that will improve airport infrastructure. In the NOFO released February 22, 2022, FAA outlines how airports can apply for ATP funding and how the agency will evaluate applications and proposed projects. Based on American Association of Airport Executives (AAAE's) conversations with FAA's implementation team, "shovel ready" projects and projects meeting specific objectives are expected to receive more favorable consideration.

FAA has published the NOFO
http://aaae.informz.net/z/cjUucD9taT0xMDQ1OTg2NCZwPTEmdT0xMTY0MzMxMTQ3JmxpPTkyOTkyNzI2/index.html

http://aaae.informz.net/z/cjUucD9taT0xMDQ1OTg2NCZwPTEmdT0xMTY0MzMxMTQ3JmxpPTkyOTkyNzI2/index.html, the application form

http://aaae.informz.net/z/cjUucD9taT0xMDQ1OTg2NCZwPTEmdT0xMTY0MzMxMTQ3JmxpPTkyOTkyNzI3/index.html

http://aaae.informz.net/z/cjUucD9taT0xMDQ1OTg2NCZwPTEmdT0xMTY0MzMxMTQ3JmxpPTkyOTkyNzI3/index.html
and other ATP details on their BIL website. The agency set March 28 as the deadline for submitting applications.

Any questions regarding applications can be directed to FAA regional offices or Airports District Office, or the implementation team at 9-ARP-BILAirports@faa.gov mailto:9-ARP-BILAirports@faa.gov. The application form and NOFO both have instructions on how to submit to FAA for consideration.

AAAE is also working with FAA and the Administration on implementation of a second BIL program for airports, the Airport Infrastructure Grant program, which provides $15 billion ($3 billion annually) via formula grants to airports to support a broad array of projects.

The FBO at the Inverness Airport states the following: FAA has $1 BILLION dollars to provide to airports 10% ($100 Million) must go to small airports, such as KINF A grant award provides 95% of funding for projects Grants must be used to improve airport terminal infrastructure This grant is PERFECT to turn Inverness into a "Green Airport" --Renewable Energy Generation (Solar Panels) --Energy efficient HVAC --Achieving LEED status Grant must be submitted by 3/28/2022. As this must be written and then approved by the BOCC on 3/22/2022, we must move extremely quickly. The FBO suggests that the County apply for this grant to improve the Inverness airport and make it a “Green” Airport that generates its own renewable energy with a LEED certified terminal, and both automotive Electric Vehicle Chargers and Aircraft Electric Chargers. Administrator’s Note: The County’s Airport Consultant, Mohsen Mohammadi, Ph.D., P.E., Principal - American Infrastructure Development (AID), Inc. talked with the FAA said the (FAA) is “looking for shovel ready projects or on-going projects that need additional funding. Specific to Inverness, their recommendation was to apply next year. They also mentioned that GA Terminals may not compete as well as small or large commercial terminals, but they did not discourage us to submit. The tight timeframe they gave for this year’s grant is a clear indication that they are looking for projects that are ready to go to construction immediately. I think it would be good to get together and discuss the scope of the improvements you mentioned below and start preparing for next year’s grant by preparing contract documents and have bids in hand.” We are seeking a price from AID to prepare this grant and should have the cost before the meeting. If the Board decided to proceed, we would propose funding it from the Economic Development Fund.

BUDGET IMPACT/FUNDING SOURCE:

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

RECOMMENDED ACTION:

Provide Direction on Seeking Grant

[4910-13]

DEPARTMENT OF TRANSPORTATION

Federal Aviation Administration

[Docket # FAA-2022-0204]

AGENCY: Federal Aviation Administration (FAA).

ACTION: Notice of Funding Opportunity.

SUMMARY:

The Department of Transportation (DOT), Federal Aviation Administration (FAA) announces the opportunity to apply for approximately $1 billion in FY 2022 discretionary funds for the newly established Airport Terminal Program (ATP), made available under the Infrastructure Investment and Jobs Act of 2021 (IIJA), Pub. L. 117-58, herein referred to as the Bipartisan Infrastructure Law (BIL). The purpose of the ATP is to make annual grants available to eligible airports for airport terminal development projects that address the aging infrastructure of the nation's airports.

In addition, ATP grants will align with DOT's Strategic Framework FY2022-2026 at www.transportation.gov/administrations/office-policy/fy2022-2026-strategic-framework. The FY 2022 ATP will be implemented, as appropriate and consistent with law, in alignment with the priorities in Executive Order 14052, Implementation of the Infrastructure Investments and Jobs Act (86 FR 64355), which

Attachment: Airport-Terminal-Program-NOFO_0 (20099 : Direct Administrator to Apply for an FAA Grant for the Inverness Airport)

are to invest efficiently and equitably, promote the competitiveness of the U.S. economy, improve job opportunities by focusing on high labor standards, strengthen infrastructure resilience to all hazards including climate change, and to effectively coordinate with State, local, Tribal, and territorial government partners.

DATES:

Airport sponsors that wish to be considered for FY 2022 ATP discretionary funding should submit an application that meets the requirements of this NOFO as soon as possible, but no later than 5:00pm Eastern time, March 28, 2022. Submit applications electronically at www.faa.gov/bil/airport-terminals per instructions in this NOFO.

FOR FURTHER INFORMATION CONTACT:

Robin K. Hunt, BIL Implementation Team, FAA Office of Airports, at (202)267-3263 or our FAA BIL email address: 9-ARP-BILAirports@faa.gov

A. PROGRAM DESCRIPTION

BIL established the ATP, a competitive discretionary grant program, which provides approximately $1 billion in grant funding annually for five years (Fiscal Years 2022-2026) to upgrade, modernize, and rebuild our nation's airport terminals and sponsor-owned Airport Traffic Control Towers (ATCTs). This includes

Attachment: Airport-Terminal-Program-NOFO_0 (20099 : Direct Administrator to Apply for an FAA Grant for the Inverness Airport)

bringing airport facilities into conformity with current standards; constructing, modifying, or expanding facilities as necessary to meet demonstrated aeronautical demand; enhancing environmental sustainability; encouraging actual and potential competition; and providing a balanced system of airports to meet the roles and functions necessary to support civil aeronautical demand. This program also supports the President's goals to mobilize American ingenuity to build modern infrastructure and an equitable, clean energy future. In support of Executive Order 13985, *Advancing Racial Equity and Support for Underserved Communities Through the Federal Government* (86 FR 7009), the FAA encourages applicants to consider how the project will address the challenges faced by individuals in underserved communities and rural areas.

The ATP falls under the project grant authority for the Airport Improvement Program (AIP) in 49 United States Code (U.S.C.) §47104. Per 2 Code of Federal Regulations (CFR) Part 200 - *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* the AIP Federal Assistance Listings Number is 20.106, with the objective to assist eligible airports in the development and improvement of a nationwide system that adequately meets the needs of civil aeronautics. The FY 2022 ATP will be implemented, as appropriate and consistent with BIL, in alignment with the priorities in Executive Order 14052,

Attachment: Airport-Terminal-Program-NOFO_0 (20099 : Direct Administrator to Apply for an FAA Grant for the Inverness Airport)

Implementation of the Infrastructure Investments and Jobs Act (86 FR 64355), which are to invest efficiently and equitably, promote the competitiveness of the U.S. economy, improve opportunities for good-paying jobs with the free and fair choice to join a union by focusing on high labor standards, strengthen infrastructure resilience to all hazards including climate change, and to effectively coordinate with State, local, Tribal, and territorial government partners.

Consistent with statutory criteria and Executive Order 14008, *Tackling the Climate Crisis at Home and Abroad* (86 FR 7619), the FAA also seeks to fund projects under the ATP that reduce greenhouse gas emissions and are designed with specific elements to address climate change impacts. Specifically, the FAA is looking to award projects that align with the President's greenhouse gas reduction goals, promote energy efficiency, support fiscally responsible land use and transportation efficient design, support terminal development compatible with the use of sustainable aviation fuels and technologies, increase climate resilience, incorporate sustainable pavement and construction materials as allowable, and reduce pollution.

B. FEDERAL AWARD INFORMATION

The ATP is a $5 billion grant program, distributed as approximately $1 billion annually for five years (Fiscal Years 2022, 2023, 2024, 2025, and 2026), subject to annual allocations limitations based

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on airport roles found in the published National Plan of Integrated Airport Systems (NPIAS), as updated with current year data. In general, the $5 billion in ATP grant funding is subject to the following annual award allocation limitations: not more than 55% shall be for large hub airports, not more than 15% shall be for medium hub airports, not more than 20% shall be for small hub airports, and not less than 10% shall be for nonhub and nonprimary airports.

The FAA will consider projects that increase capacity and passenger access; projects that replace aging infrastructure; projects that achieve compliance with the Americans with Disabilities Act (42 U.S.C. 12101, *et seq.*) and expand accessibility for persons with disabilities; projects that improve airport access for historically disadvantaged populations; projects that improve energy efficiency, including upgrading environmental systems, upgrading plant facilities, and achieving Leadership in Energy and Environmental Design (LEED) accreditation standards; projects that improve airfield safety through terminal relocation; and projects that encourage actual and potential competition. This includes applicable Executive Orders as listed in Section E.2. Additionally, the FAA will provide preference to projects that complete a development objective, and priority to projects that have received partial awards.

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Projects for relocating, reconstructing, repairing, or improving an airport-owned ATCT will also be considered. In addition to the considerations above, these projects will also be evaluated based on overall impact on the national airspace system including age of facility, operational constraints, and nonstandard facilities.

The FAA will publish a NOFO annually to announce additional funding made available, approximately $1 billion per year, for Fiscal Years 2023-2026.

C. ELIGIBILITY INFORMATION

1. Eligible Applicants

Eligible applicants are those airport sponsors normally eligible for Airport Improvement Program (AIP) discretionary grants as defined in 49 U.S.C. §47115. This includes a public agency, private entity, state agency, Indian Tribe or Pueblo owning a public-use NPIAS airport, the Secretary of the Interior for Midway Island Airport, the Republic of the Marshall Islands, Federated States of Micronesia, Republic of Palau.

2. Cost Sharing or Matching

The Federal cost share of ATP grants is 80 percent for large and medium hub airports, and 95 percent for the remainder of airports eligible to receive ATP grants, which includes small hub, nonhub, and nonprimary airports.

3. Project Eligibility

All projects funded from the ATP must be:

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i. Airport terminal development, defined in 49 U.S.C. §47102(28) as development of an airport passenger terminal building, including terminal gates; access roads servicing exclusively airport traffic that leads directly to or from an airport passenger terminal building; and walkways that lead directly to or from an airport passenger terminal building. Under the ATP, the FAA may consider projects that qualify as "terminal development" (including multimodal terminal development), as that term is defined in 49 U.S.C. §47102(28);

ii. On-airport rail access projects as set forth in Passenger Facility Charge (PFC) Update 75-21 (86 FR 48793, August 31, 2021);

iii. Airport-owned ATCT that includes relocating, reconstructing, repairing, or improving the ATCT; and

iv. Justified based on civil aeronautical demand.

D. APPLICATION AND SUBMISSION INFORMATION

1. Address to Request Application Package

An application for ATP terminal or ATCT projects, FAA Form 5100-144, *Bipartisan Infrastructure Law, Airport Terminal and Tower Project Information*, can be found at:

www.faa.gov/bil/airport-terminals.

Direct all inquiries regarding applications to the appropriate Regional Office (RO) or Airports District Office (ADO). RO/ADO

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contact information is below: https://www.faa.gov/about/office org/headquarters offices/arp/offices/regional offices.

Or to the BIL Team at: 9-ARP-BILAirports@faa.gov.

2. Content and Form of Application Submission

Applicants will be required to submit information contained in FAA Form 5100-144, *Bipartisan Infrastructure Law, Airport Terminal and Tower Project Information*. This form is provided to assist airports in completing the submission requirements established in this NOFO. Application instructions and the form can be found at: www.faa.gov/bil/airport-terminals.

All applications must be submitted electronically following the instruction on the form. Once the form is complete, save a copy of the form electronically to your files for future reference. Next, scroll to the bottom of the form and press the "submit" button. The form will be automatically emailed to the FAA BIL Team for review and evaluation, or as a backup, email the form manually to: 9-ARP-BILAirports@faa.gov.

Applicants selected to receive an ATP grant will then be required to follow AIP grant application procedures prior to award, which include meeting all prerequisites for funding, and submission of Standard Form SF-424, *Application for Federal Assistance*, and FAA Form 5100-100, *Application for Development Projects*.

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Airports covered under the FAA's State Block Grant Program should coordinate with their associated state agencies, and submit project application via the procedures noted above.

3. Unique Entity Identifier and System for Award Management (SAM)

Applicants must comply with 2 CFR part 25 – *Universal Identifier and System for Award Management*. All applicants must have a unique entity identifier provided by SAM. Additional information about obtaining a Unique Entity Identifier (UEI) and registration procedures may be found at the SAM website (currently at http://www.sam.gov). Each applicant is required to: (1) be registered in SAM; (2) provide a valid UEI prior to grant award; and (3) continue to maintain an active SAM registration with current information at all times during which the applicant has an active Federal award or an application or plan under consideration by the FAA. Under the ATP, the UEI and SAM account must belong to the entity that has the legal authority to apply for, receive, and execute ATP grants.

Once awarded, the FAA grant recipient must maintain the currency of its information in SAM until the grantee submits the final financial report required under the grant or receives the final payment, whichever is later. A grant recipient must 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.

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The FAA may not make an award until the applicant has complied with all applicable UEI and SAM requirements. If an applicant has not fully complied with the requirements by the time the FAA is ready to make an award, the FAA may determine that the applicant is not qualified to receive an award and use that determination as a basis for making a federal award to another applicant.

Non-federal entities that have received a federal award are required to report certain civil, criminal, or administrative proceedings to SAM (currently the Federal Awardee Performance and Integrity Information System (FAPIIS) www.fapiis.gov) to ensure registration information is current and complies with federal requirements. Applicants should refer to 2 CFR 200.113 for more information about this requirement.

4. Submission Dates and Times

Airports that wish to be considered for FY 2022 ATP discretionary funding should submit an application that meets the requirements of this NOFO as soon as possible, but no later than 5:00pm Eastern time on March 28, 2022. Submit applications electronically at www.faa.gov/bil/airport-terminals per instructions in this NOFO.

5. Funding Restrictions

All projects funded from the ATP must be airport terminal development, defined in 49 U.S.C. §47102(28) as development of an airport passenger terminal building, including terminal gates; access roads servicing exclusively airport traffic that leads

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directly to or from an airport passenger terminal building; and walkways that lead directly to or from an airport passenger terminal building. Under the ATP, the FAA may consider projects that qualify as "terminal development" (including multimodal terminal development), as that term is defined in 49 U.S.C. §47102(28); and projects for on-airport rail access projects as set forth in Passenger Facility Charge (PFC) Update 75-21 (86 FR 48793, August 31, 2021).

Additionally, ATP eligible projects include relocating, reconstructing, repairing, or improving an airport-owned ATCT.

ATP funds may not be used to support or oppose union organizing.

E. APPLICATION REVIEW INFORMATION

1. Criteria

Applications for FY 2022 ATP will be rated using the following criteria:

i. Must meet eligibility requirements under the ATP, which includes terminal development (including multimodal terminal development) as defined in 49 U.S.C §47102(28), on-airport rail access projects, or airport-owned ATCT relocation, reconstruction, repair, or improvements.

ii. Timeliness of implementation, with priority given to those projects that can satisfy all statutory and administrative requirements for grant award in FY 2022.

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iii. Favorable consideration will be given to eligible and justified terminal development (including multimodal terminal development), on-airport rail access projects, and ATCT projects that:

a. *Increase capacity and passenger access*: The applicant should describe the extent to which the project contributes to the functioning and growth of the economy, including the extent to which the project addresses congestion or service gaps in rural areas. The applicant should demonstrate how the proposed project increases capacity, provides ongoing market access to the airport by competing carriers as economic and competitive conditions change, as well as how it contributes to the functioning and growth of the economy, including the extent to which the project addresses congestion or service gaps in rural areas. The applicant should demonstrate how the proposed project increases capacity and market access or relieves congestion based on current and/or forecast needs.

b. *Replace aging infrastructure*: Applicants should describe how the project addresses replacing or upgrading facilities that have reached the end of their useful life. This includes information on the current age and condition of the asset that will be affected by

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the project and how the proposed project will improve asset condition. The applicant should describe how the facility no longer meets the current or forecasted operational needs of the airport. This includes the renovation, expansion, or replacement of a facility that is too small or cannot efficiently meet current or future demand. This also includes projects aimed at terminal modernization or upgrades to meet the changing user or community expectations. This can be met by including multimodal terminal development, climate resiliency, sustainability initiatives and practices incorporated therein, all with the goal of providing a terminal that focuses on the most efficient movement of passengers and baggage possible. This also includes projects that address changing environmental conditions and improve resilience to climate change, and that will be constructed consistent with the Federal Flood Risk Management Standard, to the extent consistent with current law.

c. *Achieve compliance with the Americans with Disabilities Act (ADA), including expand accessibility for persons with disabilities*: Applicants should describe how the project increases mobility, expands access, and improves connectivity for people with disabilities both inside

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and outside the terminal or ATCT. The information should demonstrate how the proposed project will meet the requirements under the Americans with Disabilities Act and improve equitable access for people with disabilities.

d. *Improve airport access for historically disadvantaged populations*: Applicants should describe how the project increases mobility, expands access, and improves connectivity for historically disadvantaged populations. The information should demonstrate how the proposed project provides a significant local and regional impact and benefits historically disadvantaged populations. The applicant should include a description of public engagement on a local and regional level that has occurred, demonstrates proactive inclusivity of historically disadvantaged communities, and the degree to which public comments and commitments have been integrated into the project. DOT is providing a list of communities that meet the definition of Historically Disadvantaged Communities, available at https://adip.faa.gov/agis/public/#/disadvantagedCommunities.

e. *Improve energy efficiency including upgrading environmental systems, upgrading plant facilities, and*

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achieving Leadership in Energy and Environmental Design (LEED) accreditation standards: Applicants should provide information demonstrating how the proposed project will reduce air pollution and greenhouse gas emissions from a reduction in energy consumption through energy efficient design. This includes how the project may facilitate the airport in achieving LEED accreditation standards through reliance on alternative energy, water use reduction, sustainable site selection and development, responsible materials selection and waste management, incorporating lower-carbon pavement and construction materials, enhanced indoor environmental quality, use of terminal facility for renewable energy production, or other sustainability efforts (e.g. vehicle charging stations attached to the terminal) that further reduce long-term impact on climate. A proposed project, including utility support facilities, should be part of an overall plan that sets targets to lower carbon emissions, working toward a carbon-neutral airport by 2050.

f. *Improve airfield safety through terminal relocation*: Applicants should describe how the proposed terminal project is improving airfield safety through the relocation of the terminal building or its components.

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This could also include a project to relocate a terminal that assists in addressing nonstandard airfield configurations.

g. *Encourage actual and potential competition*: The applicant should describe the extent to which the project promotes competition in air service by providing greater ability to accommodate new entrants; increasing the ability of competing air carriers to access constrained facilities on an ongoing basis; and facilitating the efficient, and reliable movement of passengers and cargo. The applicant may also wish to describe how the project will offer regional and national impacts by improving the economic strength of regions and cities; increase opportunities for tourism; result in long-term job creation by supporting good-paying jobs with the free and fair choice to join a union directly related to the project; and help the United States compete in a global economy by encouraging the location of important industries and future innovations and technology in the U.S.

iv. ATCT projects that relocate, reconstruct, repair, or improve an airport-owned ATCT will also be evaluated based on overall impact on the national airspace system including

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age of facility, operational constraints, and nonstandard facilities.

v. FAA will provide a preference to projects that achieve a complete development objective, even if awards for the project must be phased, and prioritize projects that have received partial awards.

vi. The applicant should describe whether and how project delivery and implementation create good-paying jobs with the free and fair choice to join a union to the greatest extent possible, the use of demonstrated strong labor standards, practices and policies (including for direct employees, contractors, and sub-contractors); use of project labor agreements; distribution of workplace rights notices; the use of Local Hire Provisions;[1] registered apprenticeships; or other similar standards or practices. The applicant should describe how planned methods of project delivery and implementation (for example, use of Project Labor Agreements and/or Local Hire Provisions,[2] training and placement for underrepresented workers) provide opportunities for all workers, including workers underrepresented in construction jobs to be trained and

[1] IIJA div. B Section 25019 provides authority to use geographical and economic hiring preferences, including local hire, for construction jobs, subject to any applicable State and local laws, policies, and procedures.

[2] Project labor agreement should be consistent with the definition and standards outlined in Executive Order 14063.

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placed in good-paying jobs directly related to the project. FAA will consider this information in evaluating the application.

2. Review and Selection Process

Applications will be evaluated based on the information submitted related to the above criteria in E.1 to ensure responsiveness to this NOFO and the intent of the ATP. Applicants are encouraged to submit projects that meet as many of the above criteria as possible, but do not need to meet all criteria to be considered. Federal awarding agency personnel will evaluate applications based on how well the projects meet the criteria in E.1, including project eligibility, justification, readiness, and the availability of matching funds. The FAA will also consider projects that advance the goals of the following Executive Orders: the President's January 20, 2021, Executive Order 13990, *"Protecting Public Health and the Environment and Restoring Science to Tackle the Climate Crisis";* the President's January 20, 2021, Executive Order 13985, *"Advancing Racial Equity and Support for Underserved Communities Through the Federal Government";* the President's January 27, 2021, Executive Order 14008, *"Tackling the Climate Crisis at Home and Abroad"*; and the President's July 9, 2021, Executive Order 14036, *"Promoting Competition in the American Economy."*

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3. Integrity and Performance Check

Prior to making a Federal award with a total amount of Federal share greater than the simplified acquisition threshold, FAA is required to review and consider any information about the applicant that is in the designated integrity and performance system accessible through SAM (currently FAPIIS) (see 41 U.S.C. 2313). An applicant, at its option, may review information in the designated integrity and performance systems accessible through SAM and comment on any information about itself that a Federal awarding agency previously entered. FAA will consider any comments by the applicant, in addition to the other information in the designated integrity and performance system, in making a judgment about the applicant's integrity, business ethics, and record of performance under Federal awards when completing the review of risk posed by applicants as described in § 200.206.

F. FEDERAL AWARD ADMINISTRATION INFORMATION

1. Federal Award Notices

BIL awards are announced through a Congressional notification process and a DOT Secretary's Notice of Intent to Fund. The FAA RO/ADO representative will contact the airport with further information and instructions. Once all pre-grant actions are complete, the FAA RO/ADO will offer the airport sponsor a grant for the announced project. This offer may be provided through postal mail or by electronic means. Once this offer is signed by

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the airport sponsor, it becomes a grant agreement. Awards made under this program are subject to conditions and assurances in the grant agreement.

2. Administrative and National Policy Requirements

i. Pre-Award Authority

Costs incurred after enactment of the BIL, November 15, 2021, are eligible for reimbursement under the ATP.

ii. Grant Requirements

All grant recipients are subject to the grant requirements of the AIP, found in 49 U.S.C. Chapter 471. Grant recipients are subject to requirements in the FAA's *AIP Grant Agreement* for financial assistance awards; the annual Certifications and Assurances required of applicants; and any additional applicable statutory or regulatory requirements, including nondiscrimination requirements and 2 CFR part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*. Grant requirements include, but are not limited to, approved projects on an airport layout plan; and compliance with federal civil rights laws, Buy American requirements under 49 U.S.C. 50101, the *Department of Transportation's Disadvantaged Business Enterprise (DBE) Program* regulations for airports (49 CFR part 23 and 49 CFR part 26), Build America, Buy America requirements in sections

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70912(6) and 70914 in Public Law No: 117-58, the Infrastructure Investment and Jobs Act, and prevailing wage rate requirements under the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5, and reenacted at 40 U.S.C. 3141-3144, 3146, and 3147).

iii. Standard Assurances

Each grant recipient must assure that it will comply with all applicable federal statutes, regulations, executive orders, directives, FAA circulars, and other federal administrative requirements in carrying out any project supported by the ATP grant. The grant recipient must acknowledge that it is under a continuing obligation to comply with the terms and conditions of the grant agreement issued for its project with the FAA. The grant recipient understands that federal laws, regulations, policies, and administrative practices might be modified from time to time and may affect the implementation of the project. The grant recipient must agree that the most recent Federal requirements will apply to the project unless the FAA issues a written determination otherwise.

The grant recipient must submit the Certifications at the time of grant application and Assurances must be accepted as part of the grant agreement at the time of accepting a grant offer. Grant recipients must also comply with 2 CFR

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part 200, which is cited in the grant assurances of the grant agreements. The Airport Sponsor Assurances are available on the FAA website at: https://www.faa.gov/airports/aip/grant_assurances.

3. Reporting

Grant recipients are subject to financial reporting per 2 CFR 200.328 and performance reporting per 2 CFR 200.329. Under the ATP, the grant recipient is required to comply with all Federal financial reporting requirements and payment requirements, including the submittal of timely and accurate reports. Financial and performance reporting requirements are available in the FAA October 2020 Financial Reporting Policy, which is available at https://www.faa.gov/airports/aip/grant_payments/media/aip-grant-payment-policy.pdf.

The grant recipient must comply with annual audit reporting requirements. The grant recipient and sub-recipients, if applicable, must comply with 2 CFR part 200 subpart F Audit Reporting Requirements. The grant recipient must comply with any requirements outlined in 2 CFR part 180, *Office of Management and Budget (OMB) Guidelines to Agencies on Government wide Debarment and Suspension*.

G. FEDERAL AWARDING AGENCY CONTACT(S)

For further information concerning this notice, please contact the FAA BIL Implementation Team via e-mail at 9-ARP-

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BILAirports@faa.gov. In addition, FAA will post answers to frequently asked questions and requests for clarifications on FAA's website at www.faa.gov/bil/airport-terminals. To ensure applicants receive accurate information about eligibility of the program, the applicant is encouraged to contact FAA directly, rather than through intermediaries or third parties, with questions.

All applicants, including those requesting full federal share of eligible projects costs, should have a plan to address potential cost overruns as part of an overall funding plan.

Issued in Washington, DC on February 22, 2022.

ROBIN K HUNT Digitally signed by ROBIN K HUNT
Date: 2022.02.22 08:23:03 -08'00'

Robin K. Hunt,

Manager,

FAA Office of Airports BIL Implementation Team.

Attachment: Airport-Terminal-Program-NOFO_0 (20099 : Direct Administrator to Apply for an FAA Grant for the Inverness Airport)

AGENDA MEMORANDUM

FROM:	Denise A. Dymond Lyn, County Attorney
SUBJECT:	Stavros Family Revocable Trust
AGENDA DATE:	**March 08, 2022**

BRIEF OVERVIEW:

Citrus County Animal Services was listed as a beneficiary of the Stavros Family Revocable Trust. On February 2, 2022, a check for $12,028.33 was received from the Trust for Animal Services.

BUDGET IMPACT/FUNDING SOURCE:

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

RECOMMENDED ACTION:

Informational only.

AGENDA MEMORANDUM

FROM:	Michael Sherman, AICP Growth Management Director
SUBJECT:	5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC
AGENDA DATE:	**March 08, 2022**

BRIEF OVERVIEW:

This application is a request to amend the Future Land Use Map (FLUM) of the Citrus County Comprehensive Plan from REC, Recreational District to MDR, Medium Density Residential District, and to amend the Land Development Code Atlas Map from REC, Recreational District; MDRMH, Medium Density Residential District with mobile homes allowed; and LDRMH, Low Density Residential District with mobile homes allowed to MDR and LDR, with a Planned Unit Development for single-family residential uses on approximately 354 acres in the Lecanto area.

This application was heard by the Planning and Development Commission on January 20, 2022 and recommended for approval with conditions. This is the transmittal phase of the application, and, if approved, a final BOCC adoption hearing will be set for a later date.

BUDGET IMPACT/FUNDING SOURCE:

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

N/A - Applicant Responsibility

RECOMMENDED ACTION:

a. Conduct a public hearing on March 8, 2022, at 5:01 pm to review and discuss CPA/AA/PUD-22-01, Clark Stillwell for Crystal Ridge Property Group, LLC

b. If approved, adopt and authorize staff to transmit the application to the Department of Economic Opportunity (DEO) and other State agencies.

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 354 ACRES FROM THE RECREATION DISTRICT, THE MEDIUM DENSITY RESIDENTIAL DISTRICT WITH MOBILE HOMES ALLOWED, AND THE LOW DENSITY RESIDENTIAL WITH MOBILE HOMES ALLOWED, TO THE MEDIUM DENSITY RESIDENTIAL DISTRICT AND THE LOW DENSITY RESIDENTIAL DISTRICT, BOTH DISTRICTS 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-22-01, Clark Stillwell for Crystal Ridge Property Group, LLC

   Re-designation of approximately 354 acres from the Recreation District (REC), the Medium Density Residential District with mobile homes allowed (MDRMH), and the Low Density Residential District with mobile homes allowed (LDRMH), all with a Planned Unit Development (PUD) for single-family residential uses, modifying the Land Use Atlas Map as presented in CPA/AA/PUD-22-01 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.

DRAFT

Attachment: AA Ordinance Draft (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

4. If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held illegal, invalid or unconstitutional by the decision of any court or regulatory body of competent jurisdiction, such decision shall not affect the validity of the remaining portions hereof. The Board of County Commissioners hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause or phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared illegal, invalid or unconstitutional and all ordinances and parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

5. It is the intent of the Board of County Commissioners that the provisions of this ordinance may be modified as a result of considerations that may arise during public hearings. Such modifications shall be incorporated into the final version of the ordinance adopted by the Board and filed by the Clerk to the Board.

6. This ordinance shall become effective simultaneous with the effective date of the associated Comprehensive Plan Amendment.

DONE AND ADOPTED in regular meeting by the BOARD OF COUNTY COMMISSIONERS OF CITRUS COUNTY, FLORIDA, this _____ day of _____, 2022.

ATTEST:

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

BY: _____

ANGELA VICK, CLERK OF COURT

RONALD E. KITCHEN, JR., CHAIR

APPROVED AS TO FORM FOR THE RELIANCE OF CITRUS COUNTY ONLY

_____

DENISE A. DYMOND LYN, COUNTY ATTORNEY

DRAFT

Attachment: AA Ordinance Draft (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

EXHIBIT A
CPA/AA/PUD-22-01
LEGAL DESCRIPTION

Section 1, Township 19 South, Range 17 East, Parcel 10000 (Alternate Key 3430790); and Section 6, Township 19 South, Range 18 East, Parcels 10000, 31000 and 41000 (Alternate Key 3430790, 1504422, 1504465); and Section 31, Township 18 South, Range 18 East, Parcel 33000 (Alternate Key 1494940, described as follows:

ROCK CRUSHER CANYON (MSP-07-07 ACCEPTED 6/6/2007 SURVEY IN OR BK 2243 PG 17) PARCEL B: A PARCEL OF LAND CONSISTING OF A PTN OF THE SE1/4 OF NE1/4 OF SEC 1-19-17 AND A PTN OF NE1/4 OF SE1/4 OF SD SEC 1 AND A PTN OF SW1/4 OF NW1/4 OF SEC 6-91-18 AND A PTN OF NW1/4 OF SW1/4 OF SD SEC 6 MORE PART DESCR AS FOL: BEG AT THE NE CORN OF CINNAMON RIDGE UNIT 2 PB 12/65 TH ON THE BOUNDARIES THEREOF RUN THE FOL FOUR COURSES (1) S 89D 37M 48S W 678.52 FT (2) S 0D 59M 51S E 332.07 FT (3) S 89D 41M 24S W 678.39 FT (4) S 1D 4M 46S E 1161.79 FT TO THE E LINE OF ROCK CRUSHER ROAD (A 100 FT WIDE R/W) TH ON THE LAST SD LINE RUN THE FOL SEVEN COURSES (1) N 58D 26M 34S W 104.40 FT (2) ON THE ARC OF A CURVE CONCAVE NE'LY AND HAVING A RAD OF 1100 FT AN ARC LENGTH OF 940.97 FT SD ARC BEING SUBTENDED BY A CHORD BEARING AND DIST OF N 28D 56M 12S W 912.54 FT (3) N 4D 25M 49S W 347.57 FT (4) ON THE ARC OF A CURVE CONCAVE SW'LY AND HAVING A RAD OF 1200 FT AN ARC LENGTH OF 557.87 FT SD ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N 17D 44M 54S W 552.86 FT (5) N 31D 03M 59S W 182.37 FT (6) ON THE ARC OF A CURVE CONCAVE NE'LY AND HAVING A RAD OF 1550 FT AN ARC LENGTH OF 825.05 FT SD ARC BEING SUBTENDED BY A CHORD BEARING AND DIST OF N 15D 49M 2S W 815.35 FT (7) N 0D 34M 06S W 153.09 FT TH N 89D 25M 54S E 276.18 FT TH S 26D 35M 36S E 115.82 FT TH N 90D 00M W 243.64 FT TH N 18D 50M 44S E 130.87 FT TH N 88D 57M 15S E 672.90 FT TH S 1D 2M 45S E 102.34 FT TH S 65D 29M 1S E 1059.03 FT TH S 4M 27M 08S E 573.32 FT TH S 1D 1M 47S E 931.43 FT TO THE POB (107.87AC MOL) TITLE IN OR BK 624 PG 1179, OR BK 662 PG 572 & RES #90-30 IN OR BK 847 PG 150 & OR BK 1086 PG 199 & 201 & SURVEY IN OR BK 2243 PG 17

AND

Attachment: AA Ordinance Draft (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

EXHIBIT A
CPA/AA/PUD-22-01
LEGAL DESCRIPTION (CONTINUED)

W1/2 OF SW1/4 SEC 31-18-18 - TITLE IN OR BK 1549 PG 1519 --- EXC FPC EASM DESC IN OR BK 284 PG 377 - EXC THE S 80FT OF THE E 1/2 OF THE W 1/2 OF SW1/4 & THE S 80 FT OF THE W 1/2 OF THE W 1/2 OF THE SW1/4 SUBJ TO EASE ACROSS S 35FT DESC IN OR BK 757 PG 926(33100)

AND

E1/2 OF NW1/4 & NW1/4 OF NW1/4 DESC IN OR BK 284 PG 377, OR BK 616 PG 257, OR BK 575 PG 1686, OR BK 578 PG 1795 & OR BK 768 PG 1861

AND

A PARCEL OF LAND, DESC AS THE NE 1/4 OF SW 1/4 OF SEC 6 TWN 19S RNG 18E, REC IN OR BK 1182 PG 928, MORE PART DESC AS FOLLOWS:
COM AT SE COR OF SW 1/4 OF SEC 6 TWN 19S RNG 18E, THN N 0 DEG 30M 9S W, ALONG E LINE OF SW 1/4 OF SAID SEC 6, 1335.77 FT TO IMTERSECT WITH N LINE OF LOT 14 CINNAMON RIDGE UNIT FOUR PHASE ONE (HEREINAFTER REFERRED AS PLAT) PB 16 PG 124 - 128 (SAID INTERSECT LYING 2.37 FT W OF, MEASURED ALONG SAID N LINE, THE 5/8" IRON ROD W/CAP STAMP LB 6478 MARKING NE COR OF SAID LOT 14), & TO POB; THN S 89 DEG 57M 32S W (S 89 DEG 45M 2S W PER PLAT), ALONG N LINE OF SAID LOT 14 & ALONG N LINE OF LOT 13 THROUGH 4, INCLUSIVE (IN DESCENDING ORDER), & DRAINAGE RETENTION AREA 1, 1355.39 FT TO 5/8" IRON ROD W/CAP STAMP PLS 4882 MARKING NW COR OF SAID DRAINAGE RETENTION AREA 1 & COR OF LOT 54 BLK A CINNAMON RIDGE UNIT 2 PB 12 PG 65 (HEREINAFTER REFERRED TO AS PLAT), THN N 0 DEG 26M 19S W (N 0 DEG 53M 29S W PER PLAT), ALONG E LINE OF SAID LOT 54 & ALONG E LINE OF LOT 52 & 51 OF SAID BLK A, 333.18 FT (332.78 FT PER PLAT) TO 5/8" IRON ROD W/CAP STAMP LB 7951 MARKING NE COR OF SAID LOT 51 & NE COR OF SAID CINNAMON RIDGE UNIT 2, THN N 89 DEG 58M 11S W (S 89 DEG 42M 23S W PER PLAT), ALONG N LINE OF SAID

Attachment: AA Ordinance Draft (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

EXHIBIT A
CPA/AA/PUD-22-01 (CONTINUED)
LEGAL DESCRIPTION

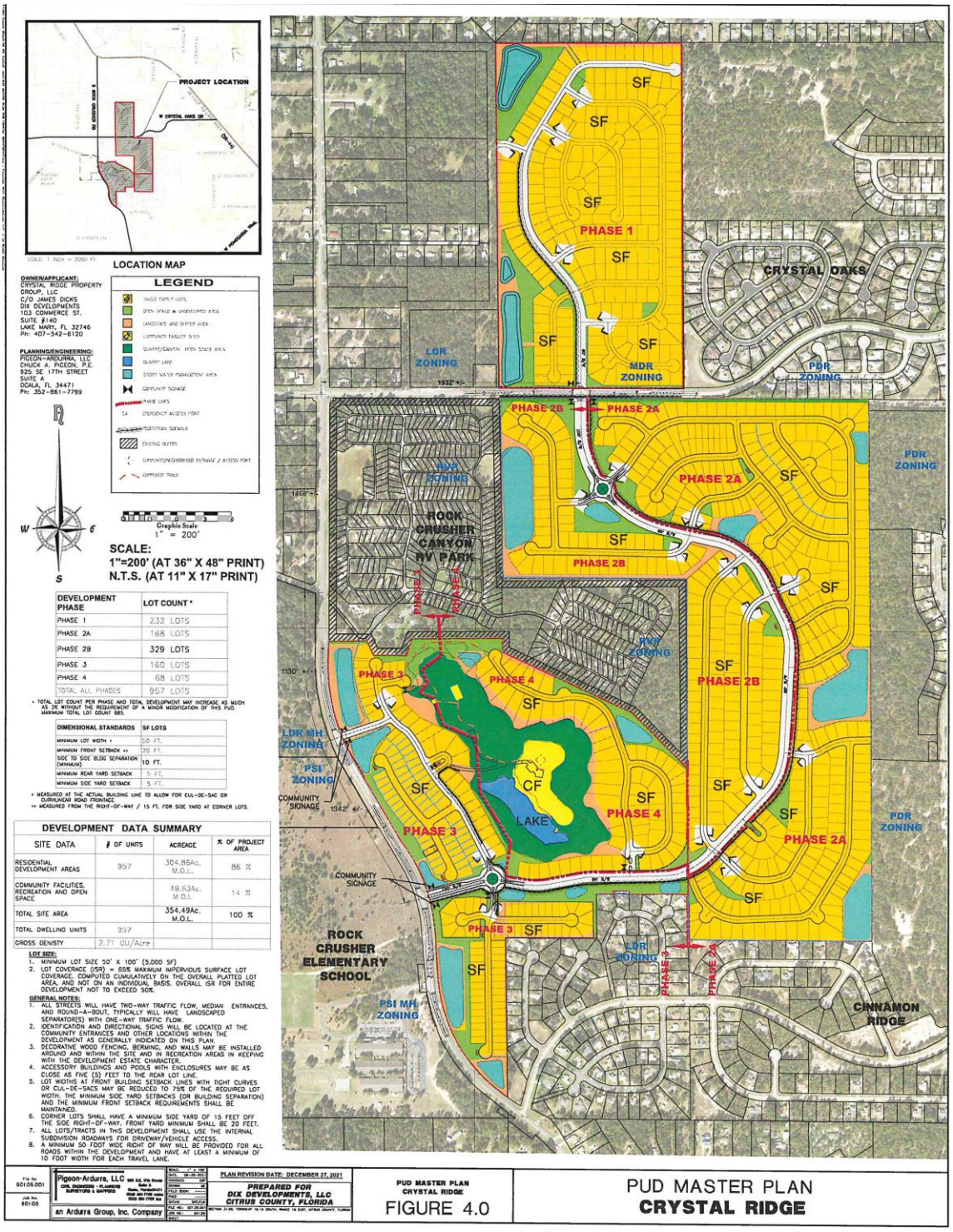
CINNAMON RIDGE UNIT 2, 1.43 FT TO INTERSECT WITH W LINE OF NE 1/4 OF SW 1/4 OF SAID SEC 6, THN DEPART SAID N LINE N 0 DEG 38M 32S W, ALONG SAID W LINE, 992.62 FT TO 5/8" IRON ROD W/ILLEGIBLE CAP MARKING NW COR OF NE 1/4 OF SW 1/4 OF SAID SEC 6, THN S 89 DEG 55M 47S E, ALONG N LINE OF NE 1/4

OF SW 1/4 OF SAID SEC 6, 1358.90 FT TO CONCRETE MONUMENT W/DISK STAMP PRM LB 6443 MARKING NE COR OF NE 1/4 OF SW 1/4 OF SAID SEC 6, THN S 0 DEG 30M 9S E, ALONG E LINE OF NE 1/4 OF SW 1/4 OF SAID SEC 6, 1323.14 FT TO POB.
---TOGETHER WITH---
BENEFICIAL EASE RIGHTS SET FORTH IN GRANT OF EASEMENT REC IN OR BK 560 PG 709 - 710, MORE PART DESC AS FOLLOWS:
THE S 50 FT OF E 50 FT OF S 1/2 OF SE 1/4 OF NW 1/4 OF SW 1/4 ---AND--- THE E 50 FT OF SW 1/4 OF SW 1/4 ---AND---
THAT PART OF THE S 50 FT OF SW 1/4 OF SW 1/4 LYING E OF ROCK CRUSHER RD, ALL IN SEC 6 TWN 19S RNG 18E.

Draft

Attachment: AA Ordinance Draft (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

EXHIBIT B
CPA/AA/PUD-22-01
MASTER PLAN



Attachment: AA Ordinance Draft (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

EXHIBIT C
CPA/AA/PUD-22-01
CONDITIONS OF APPROVAL

1. The development approval is limited to 957 dwelling units as well as community facilities and recreation area as generally outlined on the Master Plan and accompanying narrative date-stamped received December 29, 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 minimum dimensional requirements of this single-family development shall be as follows:

Minimum Lot Area	5,000 Sq. Ft.
Minimum Lot Width	50 Feet
Maximum Lot Coverage	65% (Plat wide, demonstrated at platting)

(including Accessory Structures)

Minimum Yard Requirements:

A.	Front	20 Feet
	Side Front (corner lot)	10 Feet (does not include lots with second front on Major Collector roadway)
B.	Sides	5 Feet
C.	Rear	5 Feet
D.	Building Separation	10 Feet

3. The residential lots must meet all LDC platting requirements prior to development.

4. The community facilities and recreational areas must meet non-residential design criteria in accordance with LDC requirements at time of permitting.

5. At the time of platting, the applicant must demonstrate provision for active recreation, and open space shall be increased to 20% of the total residential area to be developed. Open space cannot include constructed drainage facilities, active recreation areas or similar uses as outlined in Comprehensive Plan Policy 17.15.11. (***NOTE: Subject to revision of policy to allow drainage facilities)***

6. Buffers, landscaping, and tree preservation in accordance with LDC standards must be addressed at time of improvement plans during the platting process.

7. Landscaping and design and maintenance shall follow the principles of *Florida Friendly Landscaping*™ and the *Florida Yards and Neighborhoods (FYN) Homeowner Program*

Attachment: AA Ordinance Draft (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

to reduce water use and fertilizer runoff. Turf grasses and landscape vegetation shall be common to the area and drought tolerant.

8. The project must meet LDC and State standards for central water and central sewer.

9. At time of platting/permitting, the applicant will need to provide the following to the satisfaction of the County Engineer:

    a. Trip generation rates for the proposed development to determine the need for acceleration, deceleration, and storage lanes in accordance with Section 7190, Auxiliary Lanes, of the LDC, as well as overall right-of-way widths throughout the project. (If turn lanes are required, additional right of way will need to be dedicated to Citrus County in an amount equal to the amount of right of way utilized for auxiliary lanes at proposed project entrances).
    b. A traffic signal warrant for intersections # 1 and # 3.
    c. An analysis of the signal phase timing for the existing signal at Rock Crusher Rd. and W. Crystal Oaks Dr./W. Venable St.

10. Provide a pedestrian crossing at intersection #2 and sidewalks along Rock Crusher Rd.

11. Phasing of the project is as follows (dates reflect years from the date of final approval of this application):

Development Phase	Proposed Number of Lots	Phase Schedule
Phase 1	232	5 Years
Phase 2A	315	10 Years
Phase 2B	181	20 Years
Phase 3	161	10 Years
Phase 4	68	15 Years

The phasing lot counts may be individually modified as needed by the applicant provided that all infrastructure is provided for each phase/sub-phase at the time of development, and overall phasing schedule deadlines and total lot number standards are met.

12. Where standards are not specified herein, the Citrus County Land Development Code standards (or current code standards) will apply.

13. 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: AA Ordinance Draft (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

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 108 ACRES FROM THE RECREATION DISTRICT TO THE MEDIUM 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-22-01, Clark Stillwell for Crystal Ridge Property Group, LLC, and shall be effective within the unincorporated areas of Citrus County, Florida.

SECTION 2. AUTHORITY

This Citrus County Comprehensive Plan Amendment CPA/AA/PUD-22-01, Clark Stillwell for Crystal Ridge Property Group, LLCk, is adopted pursuant to Chapter 163, Florida Statutes.

DRAFT

Attachment: CPA Ordinance Draft (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

SECTION 3. REVISIONS AND ADDITIONS TO THE FUTURE LAND USE MAP (FLUM)

CPA/AA/PUD-22-01, Clark Stillwell for Crystal Ridge Property Group, LLC

Re-designation from Recreation (REC) to Medium Density Residential (MDR), modifying the Future Land Use Map as presented in CPA/AA/PUD-22-01 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: CPA Ordinance Draft (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

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:

_____
ANGELA VICK, CLERK OF COURT

BY: _____
RONALD E. KITCHEN, JR., CHAIR

APPROVED AS TO FORM FOR THE RELIANCE OF CITRUS COUNTY ONLY

_____
DENISE A. DYMOND LYN,
COUNTY ATTORNEY

DRAFT

Attachment: CPA Ordinance Draft (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

EXHIBIT A
CPA/AA/PUD-22-01
LEGAL DESCRIPTION

Section 1, Township 19 South, Range 17 East, Parcel 10000 (Alternate Key 3430790), more particularly described as follows:

ROCK CRUSHER CANYON (MSP-07-07 ACCEPTED 6/6/2007 SURVEY IN OR BK 2243 PG 17) PARCEL B: A PARCEL OF LAND CONSISTING OF A PTN OF THE SE1/4 OF NE1/4 OF SEC 1-19-17 AND A PTN OF NE1/4 OF SE1/4 OF SD SEC 1 AND A PTN OF SW1/4 OF NW1/4 OF SEC 6-91-18 AND A PTN OF NW1/4 OF SW1/4 OF SD SEC 6 MORE PART DESCR AS FOL: BEG AT THE NE CORN OF CINNAMON RIDGE UNIT 2 PB 12/65 TH ON THE BOUNDARIES THEREOF RUN THE FOL FOUR COURSES (1) S 89D 37M 48S W 678.52 FT (2) S 0D 59M 51S E 332.07 FT (3) S 89D 41M 24S W 678.39 FT (4) S 1D 4M 46S E 1161.79 FT TO THE E LINE OF ROCK CRUSHER ROAD (A 100 FT WIDE R/W) TH ON THE LAST SD LINE RUN THE FOL SEVEN COURSES (1) N 58D 26M 34S W 104.40 FT (2) ON THE ARC OF A CURVE CONCAVE NE'LY AND HAVING A RAD OF 1100 FT AN ARC LENGTH OF 940.97 FT SD ARC BEING SUBTENDED BY A CHORD BEARING AND DIST OF N 28D 56M 12S W 912.54 FT (3) N 4D 25M 49S W 347.57 FT (4) ON THE ARC OF A CURVE CONCAVE SW'LY AND HAVING A RAD OF 1200 FT AN ARC LENGTH OF 557.87 FT SD ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N 17D 44M 54S W 552.86 FT (5) N 31D 03M 59S W 182.37 FT (6) ON THE ARC OF A CURVE CONCAVE NE'LY AND HAVING A RAD OF 1550 FT AN ARC LENGTH OF 825.05 FT SD ARC BEING SUBTENDED BY A CHORD BEARING AND DIST OF N 15D 49M 2S W 815.35 FT (7) N 0D 34M 06S W 153.09 FT TH N 89D 25M 54S E 276.18 FT TH S 26D 35M 36S E 115.82 FT TH N 90D 00M W 243.64 FT TH N 18D 50M 44S E 130.87 FT TH N 88D 57M 15S E 672.90 FT TH S 1D 2M 45S E 102.34 FT TH S 65D 29M 1S E 1059.03 FT TH S 4M 27M 08S E 573.32 FT TH S 1D 1M 47S E 931.43 FT TO THE POB (107.87AC MOL) TITLE IN OR BK 624 PG 1179, OR BK 662 PG 572 & RES #90-30 IN OR BK 847 PG 150 & OR BK 1086 PG 199 & 201 & SURVEY IN OR BK 2243 PG 17

Attachment: CPA Ordinance Draft (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

PIGEON-ARDURRA, LLC

December 29, 2021

Ms. Joanna Coutu, AICP
Department of Growth Management
Citrus County Land Development
3600 W. Sovereign Path, Suite 140
Lecanto, FL 34461
Email: joanna.coutu@citrusbocc.com

P-A Project No. 501.05
Ardurra #2021-0711-00

Project:	**Crystal Ridge Development**
Sec/Twp/Rge:	**S31 / T18S / R18E, S06 / T19S / R18E, S01 / T19S / R17E**
Parcel ID / Alt Key:	**18E18S31 33000 / 1494940, 18E19S06 41000 / 1504465, 18E19S06 31000 / 1504422, 17E19S01 10000 / 3430790**
RE:	**Land Development Code Amendment Application & Atlas Amendment Additional Supplements to file for Pending Application CPA/AA/PUD-22-22-01**

Dear Ms. Coutu:

In response to comments received from Citrus County Staff to the original application submitted on October 20, 2021 enclosed is additional information in support for the approval of a PUD, Planned Unit Development for a proposed residential community on the lands indicated above.

Ownership of the property changed on December 16th, 2021 and the owner is now Crystal Ridge Development, LLC. Proof of property ownership and authorization documents will be provided to the County as soon as available from the County Clerk's Office and prior to the planning development meeting.

Included with this additional information in support of this application is a package of documents and information with various figures and exhibits including a narrative addressing the application requirements of the LDC. Specifically included:

1. Updated December 29, 2021 Master Development Plan
2. Updated Typical 80' Right-of-Way Section – with 8-Foot Sidewalk
3. Typical 100' Right-of-Way Section
4. Alternative Cul-de-sac Design Cross Section
5. Narrative addressing Staff Comments

Should you have any questions, please do not hesitate to contact me or Linda Pigeon at (352) 861-7799. We look forward to hearing back from the County following review of the submittal package.

Sincerely,
PIGEON - ARDURRA, LLC

Chuck A. Pigeon, P.E.
Project Manager
Ec: DIX Development

RECEIVED
DEC 29 2021
CPA/AA/PUD 22-01
Land Development Division

T:\501 Crystal Ridge\.05 PD Zoning\docs_PE\.03 Supplemental PUD NARRATIVE_12-29-2021.docx

925 SE 17th Street, Suite A
Ocala, FL 34471
Ph: 352-861.7799
Fax: 352-861.7709

CIVIL ENGINEERS - PLANNERS
SURVEYORS & MAPPERS
www.Ardurra.com

Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

SUPPLEMENTAL INFORMATION FOR:

CRYSTAL RIDGE – CPA/AA/PUD-22-22-01 AMENDMENT

ADDITIONAL ELEMENTS TO BE MADE A PART OF THE APPLICATION

A

DIX DEVELOPMENTS, LLC COMMUNITY

Prepared by:

Pigeon – Ardurra, LLC
CIVIL ENGINEERS – PLANNERS
SURVEYORS & MAPPERS

925 SE 17th Street, Suite A
Ocala, FL 34471
Ph: 352-861-7799
Project No. 501.05

RECEIVED
DEC 29 2021
CPA/AA/PUD 22-01
Land Development Division

Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

Introduction

The application CPA/AA/PUD-22-22-01 is pending consideration with Citrus County. The staff report was received by staff on December 16, 2021 and this additional information is provided to address the questions raised by staff concerning the development.

An updated 2021 PUD Master Plan has been included with this additional information submittal. The plan more clearly shows the open space provided throughout the project, changes the 7-foot wide sidewalk to 8-foot and extends the sidewalk along the entire neighborhood collector road. The intersection spacing on W. Crystal Oaks Drive and along S. Rock Crusher Road has been added. The right-of-way width has been widened to 100' for the neighborhood collector road where the average daily trips are estimated to be over 3,000 ADT as required by code.

An Environmental Assessment for the remaining portion of the property has been included with this additional information.

CONSISTENCY WITH CITRUS COUNTY FUTURE LAND USE ELEMENT

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 limitation and the availability of necessary services.*

Staff Comment-The site appears to have minimum environmental limitations, with the exception of the existing pit areas that are proposed for use as community and recreational components. A submitted biological survey confirms the presence of protected gopher tortoises on the site which will need to be addressed at the time of platting. There do not appear to be any wetlands present, with the exception of the pond in the existing mining pit area. Regional water and sewer connections are proposed.

Response- The only listed threatened / endangered species found in the development area was the gopher tortoise. According the environmental assessment conducted, it is unlikely to that additional listed species will be found based on the findings of the field assessment and the habitat documented in and directly adjacent to the project area. It is planned that a gopher tortoise survey will be conducted for each phase of construction, and tortoises present permitted for and relocated in advance of clearing or other ground disturbance activities.

The historic mining quarry surface water feature was created during the historic wet mining activities on-site and is the only part of the site that could be classified as wetlands. It consists of less than two acres of the property. In order to protect these wetlands, a 15' buffer will be maintained around the wetlands and pre-treatment drainage areas will be created around the pond areas to collect stormwater before discharging to the pond areas.

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.*

Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

Staff Comment-A 7-foot pedestrian sidewalk is proposed along one side of the collector roadway in Phases 2,3,and 4 (but not in Phase 1). While many of the proposed lots that front on this collector also have access to internal/local roadway, there are a number that do not have this availability. Pedestrian access should be considered along both sides of the collector roadway throughout the site, as well as to access the community facility area. Bicycle access should also be considered due to the community and recreational facility not being centrally located as well as the proximity of the development to the Suncoast Parkway 2 trailhead.

Response: The 7-foot pedestrian sidewalk originally proposed has been changed to an 8-foot wide pedestrian / bicycle sidewalk along one side of the roadway. Traditionally 5' is associated with pedestrian access and 3 feet for passing bicycles. The sidewalk is proposed along the collector roadway in all of the Phases of the development. A sidewalk is also planned along the neighborhood roadway to access the community facility site.

CONSISTENCY WITH THE LAND DEVELOPMENT CODE (LDC)

Engineering Comment-Intersection #2 & #3 with Rock Crusher Rd. – The application does not appear to provide the proposed intersection spacing along S. Rock Crusher Road for the two proposed intersections #2 and #3. Since the proposed intersection spacing along S. Rock Crusher Road has not been provided, the Engineering Division is unable to determine if the proposal meets the requirements of the LDC.

Response: The intersection spacing along S. Rock Crusher Road has been added to the master plan for the proposed intersections #2 and #3. The proposed intersection spacing meets the requirements of the LDC.

Engineering Comment-Intersections along minor collector roadway north of W. Crystal Oaks Dr. – The local roadway intersection within the development would need to meet spacing of 660-ft for a full median opening along the minor collector roadway. The proposed intersection spacing does not appear to meet LDC requirements and a deviation has not been requested.

Response: The intersection spacing along the minor collector roadway north of W. Crystal Oaks Drive meets the 660-ft spacing for the full median opening along the minor collector roadway.

Engineering Comment- Intersections along collector roadway south of W. Crystal Oaks Dr. – The same comment applies to the main collector roadway (minor or major) south of W. Crystal Oaks Dr. The proposed intersection spacing does not appear to meet LDC requirements and a deviation has not been requested.

Response: The intersection spacing along the minor collector roadway south of W. Crystal Oaks Drive meets the 660-ft spacing for the full median opening along the minor collector roadway. A round-about has been added to the northern most intersection in Phase 2A / 2B in order to meet the spacing requirements for the major collector section of the roadway.

Engineering Comment-As the applicant has not provided details as to the cul-de-sac deviation being requested nor has an alternative design been proposed, the Engineering Division cannot determine if the deviation is warranted.

Response: An sketch of the alternative cul-de-sac design has been included with this submittal.

Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

Engineering Comment-Phases 2A, 2B, 3, and 4 would generate a total of 6,913 daily trips. If you assume that the trips are split 50/50 to the north and south, then about 3,400 trips utilize the main collector roadway….

Response: A 100' right-of-way (ROW) section is proposed along sections of the neighborhood collector road in which the projected average daily trips (ADT) is anticipated to exceed 3,000 ADT. This includes two sections of the internal collector roadway at the north and south ends Crystal Ridge Boulevard at the County roadway intersections. In these sections of road the ROW is 100' and the minimum radius used for the centerline alignment is 800'. The updated PUD Master Plan provided shows the 100' ROW section as anticipated to be required per the estimated ADT of development. Updated typical roadway sections, Figures 9.0, 9.1 and 9.2 for the proposed Crystal Ridge roadways are provided with this supplemental information.

Engineering Comment-Proposed turn lanes at project entrances: Additional right of way will need to be dedicated to Citrus County in an amount equal to the amount of right of way utilized for auxiliary lanes at proposed project entrances.

Response: Additional right-of-way dedicated to the County will be addressed at the time of development platting and shall conform to the requirements of the Land Development Code.

Engineering Comment- Traffic signal warrants: A signal warrant for intersections #1 and #3 need to be provided for review. In additional, the signal phase timing for the existing signal at Rock Crusher Rd. and W. Crystal Oaks Dr./W. Venable St. will need to be analyzed.

Response: It is proposed that the signal warrant for intersections #1 and #3 and the signal phase timing for the existing signal be provided during the design phase of the development.

Engineering Comment- The Engineering Division would consider the Florida Greenbook as a preferred design manual for roadways. Auxiliary Turn Lane Work Sheets should include a right turn lane analysis for intersection #2.

Response: Similar to the last response, it is proposed that this additional analysis be provided during the design phase of the development.

Impervious Surface/Stormwater

Staff Comment- The Master Plan proposes a maximum impervious surface ratio of 65%, calculated project-wide instead of per lot. The request is a significant increase from existing conditions. That said, the request along with the Master Plan is not inconsistent with similar single-family residential PUDs in the County. However, if this trend continues, it could have a negative effect on the aquifer recharge for the County. The applicant will need to provide confirmation at the time of platting that stormwater has been designed to accommodate a project-wide impervious surface.

Response: The PUD Master Plan has been updated to clarify that the project-wide impervious surface will not exceed 50%. It was not intended that the impervious surface for the development would be 65% project wide. Between the open spaces shown as well as the drainage areas, and quarry areas close to 30% of the project area and would not include any impervious area. The right-of-way areas have an impervious area ranging from about 50% for the 50-ft right-of-ways to about 25% for the 100-ft right-of-ways. The 65% impervious only applies to the actual

Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

development areas for home building lots. Taking all of this into account, the overall impervious area for the site is estimated to not exceed 50% of the total project area.

Staff Comment- Buffers and landscaping standards were not addressed specifically in the PUD submittal and would appear to default to LDC Standards. A 5' sodded strip is required between residential uses as proposed and adjacent residential uses (as well as the RV Park). The application notes that the RV park has an existing 50'buffer in it that would also serve to separate the uses.

Response: It is intended that the PUD meet the LDC landscape standards with the exception of providing only one shade tree per 50 foot wide lot and two or more shade trees for lots wider than 70 feet. All landscaping shall utilize Florida Friendly Landscaping Guidelines.

SUMMARY OF FINDINGS

An update Master Plan has been submitted to supersede the October 25, 2021 submittal plan.

Request is the total lot count per phase and total development may increase as much as 3% without the requirement of a minor modification of the PUD with a maximum lot count of 985 Lots.

For the required open space, request a modification from Citrus County Comprehensive Plan to provide at least 14% open space for the complete development.

A shared minimum 8 foot wide multi-use sidewalk is proposed to be provided on one side of the neighborhood collector roadway or as an option 5 foot wide on both sides.

Spacing along S. Rock Crusher Road for the two proposed intersection #2 and #3 are provided on the Master Plan and is within 20% of required spacing thereby meeting code.

Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

REQUEST FOR SPECIFIC PUD PROJECT DEVELOPMENT STANDARDS

This request is made to amend a previous request.

2. Same request. Acknowledge that W. Crystal Oaks Boulevard in a major collector as stated otherwise in the submittal.

4. Alternate designs for cul-de-sacs are proposed from the provision of LDC, (LDC Section 7730, "Standard Cul-de-Sac") to accommodate better lot layout. Details of the alternate cul-de-sac design has been provided in this submittal.

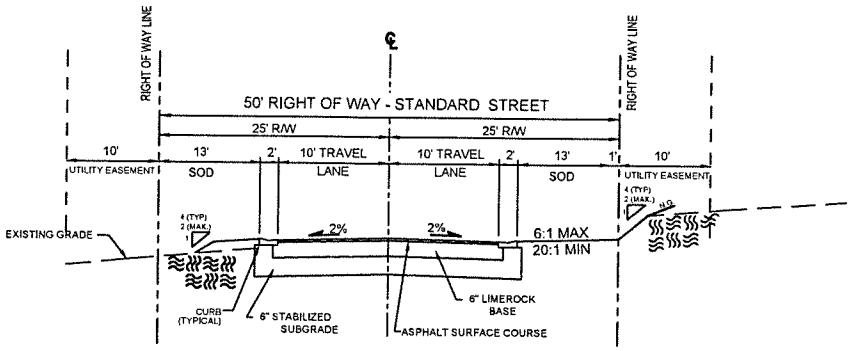
These requests are made in addition to the previously made requests.

6. Request a modification for Comprehensive Plan Policy 17.15.11 requiring all new residential subdivisions to provide at least 20 percent of the project as open space. Additional open space has been shown on the plan. The request is to provide 14 percent open space as shown on the updated Master Plan provided

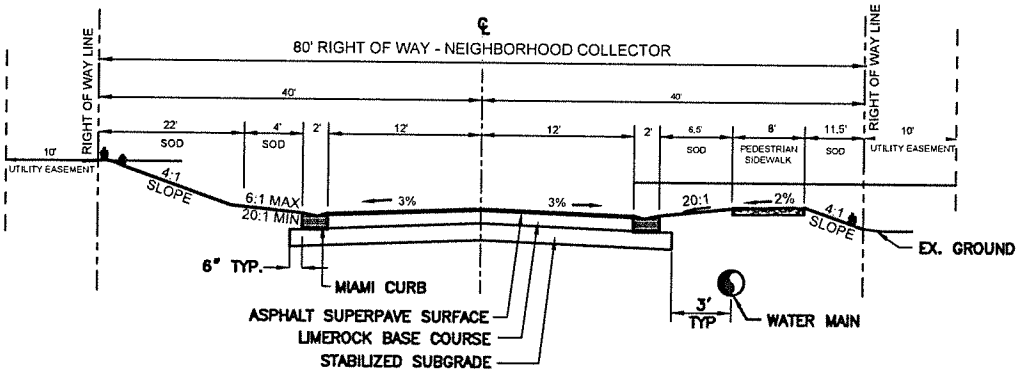
7. Request modification for Comprehensive Plan Policy 17.15.12 to provide sidewalks along both sides of the roadway. Propose to provide a wider 8' sidewalk along one side of the road that would better accommodate various modes of pedestrian type transportation and better facilitate the topography of the Site. Plan has been modified to show less than 40 lots fronting on neighborhood collector roadway.

8. Request shade tree planting criteria per individual lot be established to include one shade tree to 50 foot wide up to 70 foot wide lots, and 2 shade trees for each lot lager that 70 foot wide. Lot width is to be determined based on the average of the lot front to back. Reference (LDC Section 5720 Residential Development Standards).

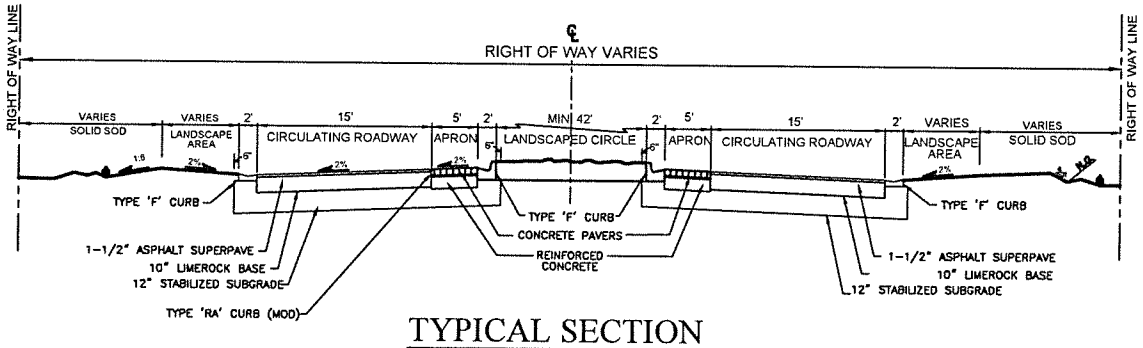
Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)



TYPICAL ROADWAY SECTION
NEIGHBORHOOD ROADWAY
N.T.S.



TYPICAL ROADWAY SECTION
NEIGHBOHOOD MINOR COLLECTOR
N.T.S.



TYPICAL SECTION
ROADWAY
ROUNDABOUT
N.T.S.

	FIGURE 9.0	TYPICAL ROADWAY SECTIONS CRYSTAL RIDGE CITRUS COUNTY, FLORIDA SECTION 31,06, TOWNSHIP 18,19 SOUTH, RANGE 18 EAST CITRUS COUNTY, FLORIDA

JOB NO.: 501.05.00

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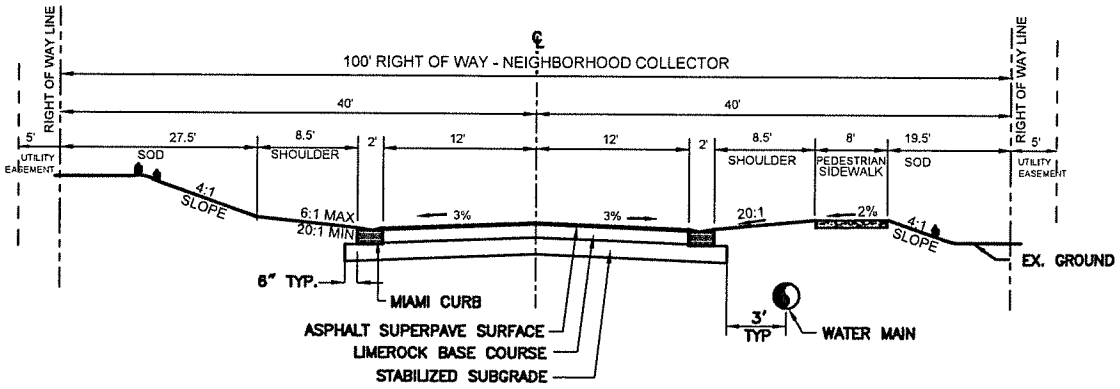
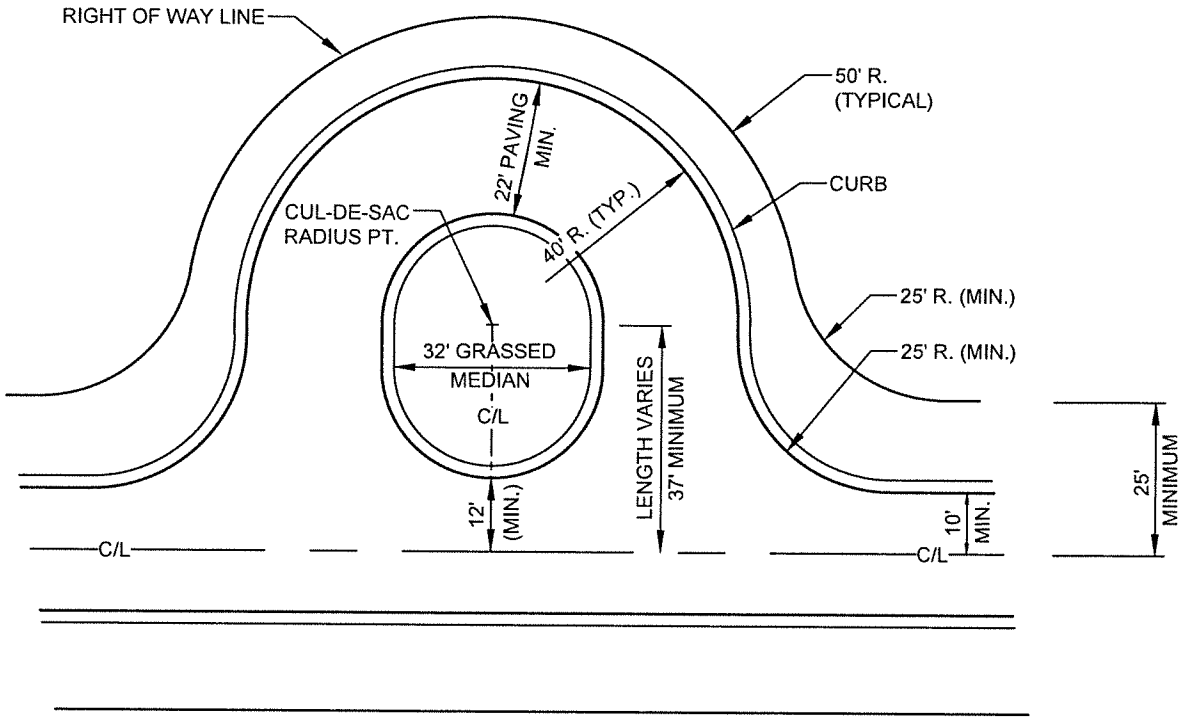


TYPICAL ROADWAY SECTION
NEIGHBOHOOD MAJOR COLLECTOR
N.T.S.

	FIGURE 9.1	TYPICAL ROADWAY SECTIONS CRYSTAL RIDGE CITRUS COUNTY, FLORIDA SECTION 31,06, TOWNSHIP 18,19 SOUTH, RANGE 18 EAST CITRUS COUNTY, FLORIDA

JOB NO.: 501.05.00

Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)



ALTERNATE CUL-DE-SAC

N.T.S.

	FIGURE 9.2	TYPICAL ALTERNATE CUL-DE-SAC CRYSTAL RIDGE CITRUS COUNTY, FLORIDA
		SECTION 31,06, TOWNSHIP 18,19 SOUTH, RANGE 18 EAST CITRUS COUNTY, FLORIDA

JOB NO.: 501.05.00

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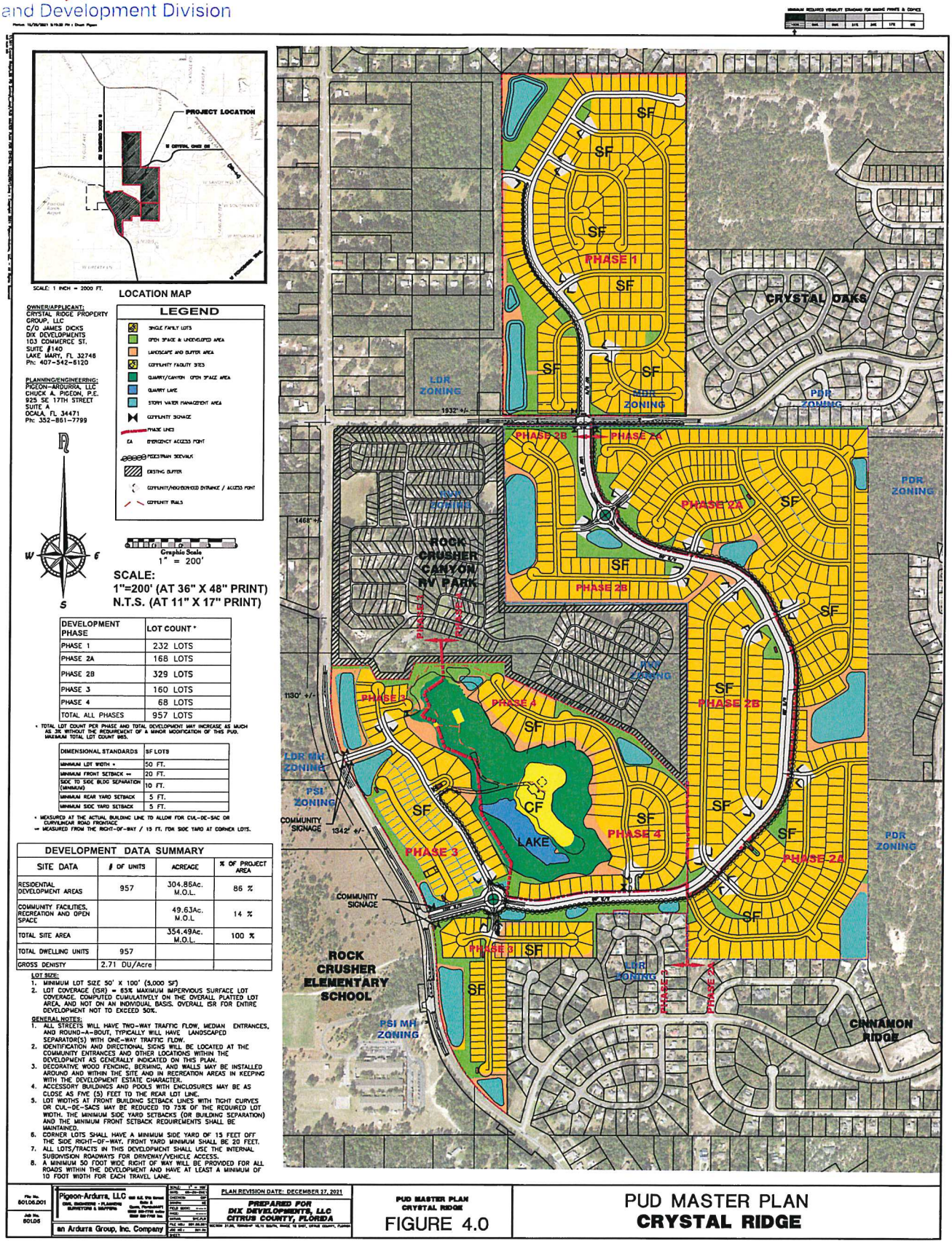
CPA/AA/PUD 22-01
Land Development Division

PUD MASTER PLAN FIGURE 4.0



DEVELOPMENT PHASE	LOT COUNT *
PHASE 1	232 LOTS
PHASE 2A	168 LOTS
PHASE 2B	329 LOTS
PHASE 3	160 LOTS
PHASE 4	68 LOTS
TOTAL ALL PHASES	957 LOTS

* TOTAL LOT COUNT PER PHASE AND TOTAL DEVELOPMENT MAY INCREASE AS MUCH AS 3% WITHOUT THE REQUIREMENT OF A MINOR MODIFICATION OF THIS PUD. MAXIMUM TOTAL LOT COUNT 985.

DIMENSIONAL STANDARDS	SF LOTS
MINIMUM LOT WIDTH *	50 FT.
MINIMUM FRONT SETBACK **	20 FT.
SIDE TO SIDE BLDG SEPARATION (MINIMUM)	10 FT.
MINIMUM REAR YARD SETBACK	5 FT.
MINIMUM SIDE YARD SETBACK	5 FT.

* MEASURED AT THE ACTUAL BUILDING LINE TO ALLOW FOR CUL-DE-SAC OR CURVILINEAR ROAD FRONTAGE
** MEASURED FROM THE RIGHT-OF-WAY / 15 FT. FOR SIDE YARD AT CORNER LOTS.

DEVELOPMENT DATA SUMMARY

SITE DATA	# OF UNITS	ACREAGE	% OF PROJECT AREA
RESIDENTIAL DEVELOPMENT AREAS	957	304.86Ac. M.O.L.	86 %
COMMUNITY FACILITIES, RECREATION AND OPEN SPACE		49.63Ac. M.O.L	14 %
TOTAL SITE AREA		354.49Ac. M.O.L.	100 %
TOTAL DWELLING UNITS	957		
GROSS DENISTY	2.71 DU/Acre		

LOT SIZE:
1. MINIMUM LOT SIZE 50' X 100' (5,000 SF)
2. LOT COVERAGE ((ISR) = 65% MAXIMUM IMPERVIOUS SURFACE LOT COVERAGE, COMPUTED CUMULATIVELY ON THE OVERALL PLATTED LOT AREA, AND NOT ON AN INDIVIDUAL BASIS. OVERALL ISR FOR ENTIRE DEVELOPMENT NOT TO EXCEED 50%.

GENERAL NOTES:
1. ALL STREETS WILL HAVE TWO-WAY TRAFFIC FLOW, MEDIAN ENTRANCES, AND ROUND-A-BOUT, TYPICALLY WILL HAVE LANDSCAPED SEPARATOR(S) WITH ONE-WAY TRAFFIC FLOW.
2. IDENTIFICATION AND DIRECTIONAL SIGNS WILL BE LOCATED AT THE COMMUNITY ENTRANCES AND OTHER LOCATIONS WITHIN THE DEVELOPMENT AS GENERALLY INDICATED ON THIS PLAN.
3. DECORATIVE WOOD FENCING, BERMING, AND WALLS MAY BE INSTALLED AROUND AND WITHIN THE SITE AND IN RECREATION AREAS IN KEEPING WITH THE DEVELOPMENT ESTATE CHARACTER.
4. ACCESSORY BUILDINGS AND POOLS WITH ENCLOSURES MAY BE AS CLOSE AS FIVE (5) FEET TO THE REAR LOT LINE.
5. LOT WIDTHS AT FRONT BUILDING SETBACK LINES WITH TIGHT CURVES OR CUL-DE-SACS MAY BE REDUCED TO 75% OF THE REQUIRED LOT WIDTH. THE MINIMUM SIDE YARD SETBACKS (OR BUILDING SEPARATION) AND THE MINIMUM FRONT SETBACK REQUIREMENTS SHALL BE MAINTAINED.
6. CORNER LOTS SHALL HAVE A MINIMUM SIDE YARD OF 15 FEET OFF THE SIDE RIGHT-OF-WAY. FRONT YARD MINIMUM SHALL BE 20 FEET.
7. ALL LOTS/TRACTS IN THIS DEVELOPMENT SHALL USE THE INTERNAL SUBDIVISION ROADWAYS FOR DRIVEWAY/VEHICLE ACCESS.
8. A MINIMUM 50 FOOT WIDE RIGHT OF WAY WILL BE PROVIDED FOR ALL ROADS WITHIN THE DEVELOPMENT AND HAVE AT LEAST A MINIMUM OF 10 FOOT WIDTH FOR EACH TRAVEL LANE.

File No. 8010.001
Job No. 8010
Pigeon-Ardurra, LLC
an Ardurra Group, Inc. Company
PLAN REVISION DATE: DECEMBER 27, 2021
PREPARED FOR
DIX DEVELOPMENTS, LLC
CITRUS COUNTY, FLORIDA
PUD MASTER PLAN
CRYSTAL RIDGE
FIGURE 4.0
PUD MASTER PLAN
CRYSTAL RIDGE

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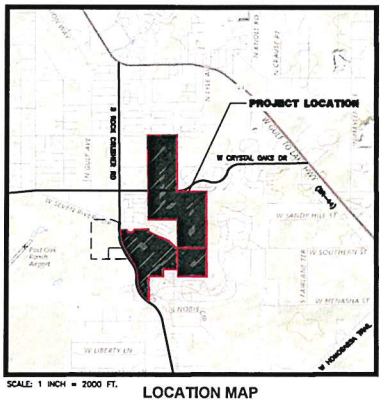

SCALE: 1 INCH = 2000 FT.

LOCATION MAP

OWNER/APPLICANT:
CRYSTAL RIDGE PROPERTY GROUP, LLC
C/O JAMES DICKS
DIX DEVELOPMENTS
103 COMMERCE ST.
SUITE #140
LAKE MARY, FL 32746
Ph: 407-542-6120

PLANNING/ENGINEERING:
PIGEON-ARDURRA, LLC
CHUCK A. PIGEON, P.E.
925 SE 17TH STREET
SUITE A
OCALA, FL 34471
Ph: 352-861-7799

LEGEND

- SINGLE FAMILY LOTS
- OPEN SPACE & UNDEVELOPED AREA
- LANDSCAPE AND BUFFER AREA
- COMMUNITY FACILITY SITES
- QUARRY/CANYON OPEN SPACE AREA
- QUARRY LAKE
- STORM WATER MANAGEMENT AREA
- COMMUNITY SIGNAGE
- PHASE LINES
- EA EMERGENCY ACCESS POINT
- PEDESTRIAN SIDEWALK
- EXISTING BUFFER
- CONTINUITY/NEIGHBORHOOD ENTRANCE / ACCESS POINT
- CONTINUITY TRAILS

N W E S

Graphic Scale
1" = 200'

SCALE:
1"=200' (AT 36" X 48" PRINT)
N.T.S. (AT 11" X 17" PRINT)

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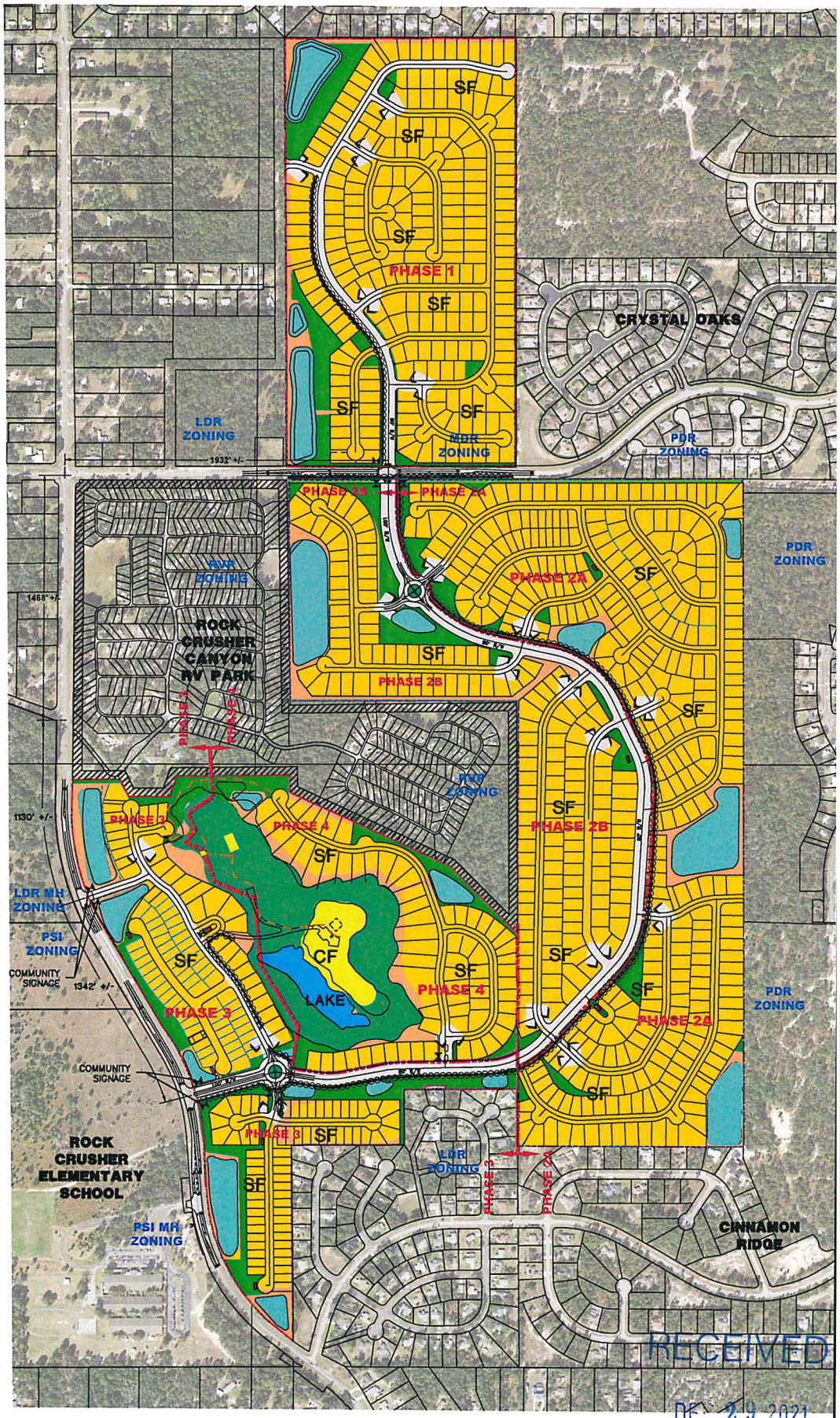

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DEC 29 2021

File No. 50105.001 / Job No. 50105	Pigeon-Ardurra, LLC (CIVIL ENGINEERS · PLANNERS · SURVEYORS & MAPPERS) an Ardurra Group, Inc. Company	PLAN REVISION DATE: DECEMBER 27, 2021 PREPARED FOR DIX DEVELOPMENTS, LLC CITRUS COUNTY, FLORIDA	PUD MASTER PLAN CRYSTAL RIDGE FIGURE 4.0	PUD MASTER PLAN CRYSTAL RIDGE CPA/AA/PUD 22-01

Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

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

AUTHORIZATION

APPLICATION REQUEST: (check one)

_____Variance _____Conditional Use _____Minor Subdivision ____Lot Reconfiguration

_____Plat Vacation _____Street Vacation __X__Comprehensive Plan Amendment

__X__Atlas Amendment __X__Other (specify): PUD

LEGAL DESCRIPTION OF PROPERTY:

Section 6, 31 Township 19, 18 Range 18 Alternate Key # 3430790, 1504422, 1504465 and 1494940

Lot/Parcel _____ Block _____

Subdivision 001189, 003403 and 003399

I, Crystal Ridge Property Group, LLC, owner of the above described property,
(Name of Owner)

authorize Clark A. Stillwell of Law Office of Clark A. Stillwell 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: _____ as manager
James Dicks, Manager (Signature of Owner)

STATE OF FLORIDA
COUNTY OF CITRUS

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

WITNESS my hand and official seal this 21st day of January, 2022

Tyler Benzel
Printed Name

_____
Notary Public - State of Florida

Seal

TYLER BENZEL
Notary Public - State of Florida
Commission # GG 944615
My Comm. Expires Feb 10, 2024
Bonded through National Notary Assn.

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_____Variance _____Conditional Use _____Minor Subdivision ____Lot Reconfiguration

_____Plat Vacation _____Street Vacation __X__Comprehensive Plan Amendment

__X__Atlas Amendment _____Other (specify): _____

LEGAL DESCRIPTION OF PROPERTY:

Section 6 Township 19S Range 18E Alternate Key # 1504465 & 1504422
Section 31 Township 18S Range 18E Alternate Key # 1494940
Lot/Parcel_____ Block_____

Subdivision_____

I, James Dicks, owner of the above described property,
(Name of Owner)

authorize Avis Marie Craig of Self to
(Name of Representative) (Name of Business)

serve as agent on my behalf for the purpose of making application for the proposed request. No further authorization is expressed or implied, ~~than~~ that which is described herein.

SIGNATURE: _____
(Signature of Owner)

STATE OF FLORIDA
COUNTY OF CITRUS

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

WITNESS my hand and official seal this 10th day of January 2022.

Tyler Benzel
Printed Name

Notary Public - State of Florida

Seal

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Notary Public - State of Florida
Commission # GG 944615
My Comm. Expires Feb 10, 2024
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JAN 24 2022
CPA/AA/PUD 22-01
Land Development Division

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APPLICATION REQUEST: (check one)

_____Variance _____Conditional Use _____Minor Subdivision ____Lot Reconfiguration

_____Plat Vacation _____Street Vacation __X__Comprehensive Plan Amendment

__X__Atlas Amendment _____Other (specify): _____

LEGAL DESCRIPTION OF PROPERTY:

Section 1 Township 19S Range 17E & Alternate Key # 3430790
Section 6 Township 19S Range 18E
Lot/Parcel_____ Block_____

Subdivision_____

I, James Dicks, owner of the above described property,
(Name of Owner)

authorize Avis Marie Craig of Self to
(Name of Representative) (Name of Business)

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SIGNATURE: _____
(Signature of Owner)

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COUNTY OF CITRUS

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Tyler Benzel
Printed Name

_____
Notary Public - State of Florida

Seal

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_____Plat Vacation _____Street Vacation __X__Comprehensive Plan Amendment

__X__Atlas Amendment _____Other (specify): _____

LEGAL DESCRIPTION OF PROPERTY:

Section 6 Township 19S Range 18E Alternate Key # 1504465 & 1504422
Section 31 Township 18S Range 18E Alternate Key # 1494940
Lot/Parcel_____ Block_____

Subdivision_____

I, James Dicks, owner of the above described property,
(Name of Owner)

authorize Chuck A. Pigeon of Pigeon-Ardurra, LLC to
(Name of Representative) (Name of Business)

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Printed Name

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Notary Public - State of Florida

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__X__Atlas Amendment _____Other (specify): _____

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Section 1 Township 19S Range 17E & Alternate Key # 3430790
Section 6 Township 19S Range 18E
Lot/Parcel_____ Block_____

Subdivision_____

I, James Dicks, owner of the above described property,
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Tyler Benzel
Printed Name

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_____Plat Vacation _____Street Vacation __X__Comprehensive Plan Amendment

__X__Atlas Amendment _____Other (specify): _____

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Section 31 Township 18S Range 18E Alternate Key # 1494940
Lot/Parcel _____ Block _____

Subdivision _____

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Section 1 Township 19S Range 17E & Alternate Key # 3430790
Section 6 Township 19S Range 18E
Lot/Parcel_____ Block_____

Subdivision_____

I, James Dicks, owner of the above described property,
(Name of Owner)

authorize Clark Stillwell of Law Offices of Clark A. Stillwell, LLC to
(Name of Representative) (Name of Business)

serve as agent on my behalf for the purpose of making application for the proposed request. No further authorization is expressed or implied, than that which is described herein.

SIGNATURE: _____ (Signature of Owner)

STATE OF FLORIDA
COUNTY OF CITRUS

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

WITNESS my hand and official seal this 10th day of January 2022

Tyler Benzel
Printed Name

Notary Public - State of Florida

Seal

TYLER BENZEL
Notary Public - State of Florida
Commission # GG 944615
My Comm. Expires Feb 10, 2024
Bonded through National Notary Assn.

RECEIVED
JAN 24 2022
CPA/AA/PUD 22-01
Land Development Division

Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2021087595 BK: 3236 PG: 2405 12/20/2021 5:03 PM 1 Receipt: 2021074358
RECORDING $44.00 D DOCTAX PD $3,500.00

Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

This Instrument Prepared by:

Alison S. Woodrow, Esq.
Hartman Simons & Wood LLP
6400 Powers Ferry Road, Suite 400
Atlanta, Georgia 30339

After Recording Return to:

Old Republic National Title Insurance Company
c/o Duane Morris, LLP
201 South Biscayne Blvd., Suite 3400
Miami, Florida 33131-4325

Tax parcel identification no.: 18E19S0631000

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY executed as of the 15 day of December, 2021, by **GULF TO LAKES ASSOCIATES, LTD.**, a Florida limited partnership, now known as Gulf to Lakes Associates, LLLP, a Florida limited liability limited partnership, whose post office address is 3991 W. Gulf to Lakes Highway, Lecanto, Florida 34461 ("Grantor"), to **CRYSTAL RIDGE PROPERTY GROUP, LLC**, a Florida limited liability company, whose address is 103 Commerce Street, Suite 140, Lake Mary, Florida 32746 ("Grantee"):

[Whenever 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 whenever the context so admits or requires.]

WITNESSETH:

The Grantor, for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other valuable consideration, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey, and confirm unto the Grantee, all that certain land situated in Citrus County, Florida (the "Property"), described as follows:

SEE **EXHIBIT "A"** ATTACHED HERETO AND MADE A PART HEREOF BY THIS REFERENCE.

TOGETHER with all the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND, the Grantor hereby covenants with the Grantee that it is lawfully seized of the Property in fee simple; that it has good right and lawful authority to sell and convey the Property; that it hereby fully warrants the title to the Property and will defend the same against the lawful claims of all persons claiming

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JAN 24 2022
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Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2021087595 BK: 3236 PG: 2406 12/20/2021 5:03 PM 2 Receipt: 2021074358
RECORDING $44.00 D DOCTAX PD $3,500.00

by, through or under said Grantor, but against none other; and that said land is free of all encumbrances, except for those matters shown on **Exhibit "B"**, attached hereto and made a part hereof by reference.

[Signatures commence on following page]

Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

RECEIVED
JAN 24 2022
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Land Development Division

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2021087595 BK: 3236 PG: 2407 12/20/2021 5:03 PM 3 Receipt: 2021074358
RECORDING $44.00 D DOCTAX PD $3,500.00

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed the day and year first above written.

Signed, sealed and delivered
in the presence of:

Lisa A. Avola
(signature)
Lisa A. Avola
(print name)

(signature)
Robert F. Avola
(print name)

GRANTOR:

GULF TO LAKES ASSOCIATES, LLLP, a Florida limited liability limited partnership

By: OLSEN FAMILY INVESTMENTS, LLC,
a Florida limited liability company,
its General Partner

By: _____(Seal)
Bruce A. Olsen, its Manager

STATE OF New Hampshire
COUNTY OF Belknap

The foregoing instrument was acknowledged before me this 9th day of December, 2021, by Bruce A. Olsen, as Manager of Olsen Family Investments, LLC, the General Partner of Gulf to Lakes Associates, LLLP, a Florida limited liability limited partnership, on behalf of the partnership, by means of ☒ physical presence or ☐ online notarization who is personally known to me or who has produced identification in the form of _____.

WITNESS MY HAND AND SEAL, in Gilford, NH, this 9th day of December, 2021.

Lisa A. Avola
Lisa A. Avola
Print Name
Notary Public, State and County aforesaid

My commission expires: 8/26/2025
My commission number is: _____

LISA A. AVOLA
MY COMMISSION EXPIRES AUG. 26, 2025
NOTARY PUBLIC
NEW HAMPSHIRE

RECEIVED
JAN 24 2022
CPA/AA/PUD 22-01
Land Development Division

3911674-2 12081.013000

Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2021087595 BK: 3236 PG: 2408 12/20/2021 5:03 PM 4 Receipt: 2021074358
RECORDING $44.00 D DOCTAX PD $3,500.00

EXHIBIT "A"

Legal Description of the Property

A PARCEL OF LAND BEING A PORTION OF THE LANDS DESCRIBED IN THE WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 1182, AT PAGE 928, OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, LYING IN SECTION 6, TOWNSHIP 19 SOUTH, RANGE 18 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 19 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA; THENCE N00°30'09"W, ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6, 1335.77 FEET, TO ITS INTERSECTION WITH THE NORTH LINE OF LOT 14 OF CINNAMON RIDGE UNIT FOUR PHASE ONE (NOW HEREINAFTER REFERRED TO AS PLAT), ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 16, PAGES 124 THROUGH 128, OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA (SAID INTERSECTION LYING 2.37 FEET WEST OF (AS MEASURED ALONG SAID NORTH LINE) OF THE 5/8" IRON ROD WITH CAP STAMPED: LB 6478 MARKING THE NORTHEAST CORNER OF SAID LOT 14) AND TO THE **POINT OF BEGINNING**; THENCE S89°57'32"W (S89°45'02"W, PER PLAT) ALONG THE NORTH LINE OF SAID LOT 14 AND ALONG THE NORTH LINE OF LOTS 13 THROUGH 4, INCLUSIVE (IN DESCENDING ORDER), AND DRAINAGE RETENTION AREA 1, 1355.39 FEET, TO THE 5/8" IRON ROD WITH CAP STAMPED: PLS 4882 MARKING THE NORTHWEST CORNER OF SAID DRAINAGE RETENTION AREA 1 AND A CORNER OF LOT 54, BLOCK A, OF CINNAMON RIDGE UNIT 2, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 12, PAGE 65, OF SAID PUBLIC RECORDS (NOW HEREINAFTER REFERRED TO AS PLAT); THENCE N00°26'19"W (N00°53'29"W, PER PLAT), ALONG THE EAST LINE OF SAID LOT 54 AND ALONG THE EAST LINE OF LOTS 52 AND 51 OF SAID BLOCK A, 333.18 FEET (332.78 FEET, PER PLAT), TO THE 5/8" IRON ROD WITH CAP STAMPED: LB 7951 MARKING THE NORTHEAST CORNER OF SAID LOT 51 AND THE NORTHEAST CORNER OF SAID CINNAMON RIDGE UNIT 2; THENCE N89°58'11"W (S89°42'23"W, PER PLAT), ALONG THE NORTH LINE OF SAID CINNAMON RIDGE UNIT 2, 1.43 FEET, TO ITS INTERSECTION WITH THE WEST LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID NORTH LINE, N00°38'32"W, ALONG SAID WEST LINE, 992.62 FEET, TO THE 5/8" IRON ROD WITH ILLEGIBLE CAP MARKING THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 6; THENCE S89°55'47"E, ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 6, 1358.90 FEET, TO THE CONCRETE MONUMENT WITH DISK STAMPED PRM LB 6443 MARKING THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 6; THENCE S00°30'09"E, ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 6, 1323.14 FEET, TO THE **POINT OF BEGINNING**.

CONTAINING 41.26 ACRES, MORE OR LESS

TOGETHER WITH beneficial easement rights set forth in Grant of Easement recorded in Official Records Book 560, Page 709, of the Public Records of Citrus County, Florida.

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JAN 24 2022
CPA/AA/PUD 22-01
Land Development Division

Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2021087595 BK: 3236 PG: 2409 12/20/2021 5:03 PM 5 Receipt: 2021074358
RECORDING $44.00 D DOCTAX PD $3,500.00

EXHIBIT "B"

Permitted Exceptions

1. Taxes and assessments for the year 2022 and subsequent years, which are not yet due and payable.

2. All matters that would be disclosed upon an accurate and current survey of the Property.

3. Grant of Easement recorded in Official Records Book 560, page 709, of the Public Records of Citrus County, Florida.

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JAN 24 2022
CPA/AA/PUD 22-01
Land Development Division

Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2021087598 BK: 3236 PG: 2416 12/20/2021 5:04 PM 1 Receipt: 2021074360
RECORDING $52.50 D DOCTAX PD $15,750.00

Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

This Instrument Prepared by:

Alison S. Woodrow, Esq.
Hartman Simons & Wood LLP
6400 Powers Ferry Road, Suite 400
Atlanta, Georgia 30339

After Recording Return to:

Old Republic National Title Insurance Company
c/o Duane Morris, LLP
201 South Biscayne Blvd., Suite 3400
Miami, Florida 33131-4325

Tax parcel identification no.: A portion of 17E19S011000

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY executed as of the 15 day of DECEMBER, 2021, by **GULF TO LAKES ASSOCIATES, LTD.**, a Florida limited partnership, now known as Gulf to Lakes Associates, LLLP, a Florida limited liability limited partnership, whose post office address is 3991 W. Gulf to Lakes Highway, Lecanto, Florida 34461 ("Grantor"), to **CRYSTAL RIDGE PROPERTY GROUP, LLC,** a Florida limited liability company, whose address is 103 Commerce Street, Suite 140, Lake Mary, Florida 32746 ("Grantee"):

[Whenever 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 whenever the context so admits or requires.]

WITNESSETH:

The Grantor, for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other valuable consideration, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey, and confirm unto the Grantee, all that certain land situated in Citrus County, Florida (the "Property"), described as follows:

SEE **EXHIBIT "A"** ATTACHED HERETO AND MADE A PART HEREOF BY THIS REFERENCE.

TOGETHER with all the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND, the Grantor hereby covenants with the Grantee that it is lawfully seized of the Property in fee simple; that it has good right and lawful authority to sell and convey the Property; that it hereby fully warrants the title to the Property and will defend the same against the lawful claims of all persons claiming

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JAN 24 2022
CPA/AA/PUD 2

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2021087598 BK: 3236 PG: 2417 12/20/2021 5:04 PM 2 Receipt: 2021074360
RECORDING $52.50 D DOCTAX PD $15,750.00

by, through or under said Grantor, but against none other; and that said land is free of all encumbrances, except for those matters shown on **Exhibit "B"**, attached hereto and made a part hereof by reference.

[Signatures commence on following page]

Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

RECEIVED
JAN 24 2022
CPA/AA/PUD 22-01
Land Development Division

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2021087598 BK: 3236 PG: 2418 12/20/2021 5:04 PM 3 Receipt: 2021074360
RECORDING $52.50 D DOCTAX PD $15,750.00

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed the day and year first above written.

Signed, sealed and delivered
in the presence of:

Lisa A. Avola
(signature)
Lisa A. Avola
(print name)

Robert F. Avola
(signature)
Robert F. Avola
(print name)

GRANTOR:

GULF TO LAKES ASSOCIATES, LLLP, a Florida limited liability limited partnership

By: OLSEN FAMILY INVESTMENTS, LLC,
a Florida limited liability company,
its General Partner

By: _____(Seal)
Bruce A. Olsen, its Manager

STATE OF New Hampshire
COUNTY OF Belknap

The foregoing instrument was acknowledged before me this 9th day of December, 2021, by Bruce A. Olsen, as Manager of Olsen Family Investments, LLC, the General Partner of Gulf to Lakes Associates, LLLP, a Florida limited liability limited partnership, on behalf of the partnership, by means of ☒ physical presence or ☐ online notarization who is personally known to me or who has produced identification in the form of _____.

WITNESS MY HAND AND SEAL, in Gilford, NH, this 9th day of December, 2021.

Lisa A. Avola
Lisa A. Avola
Print Name
Notary Public, State and County aforesaid

My commission expires: 8/26/2025
My commission number is: _____

LISA A. AVOLA
MY COMMISSION EXPIRES AUG. 26, 2025
NOTARY PUBLIC
NEW HAMPSHIRE

RECEIVED
JAN 24 2022
CPA/AA/PUD 22-01
Land Development Division

3911677-2 12081.012000

Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2021087598 BK: 3236 PG: 2419 12/20/2021 5:04 PM 4 Receipt: 2021074360
RECORDING $52.50 D DOCTAX PD $15,750.00

EXHIBIT "A"

Legal Description of the Property

PARCEL "B" AS DESCRIBED IN THE BOUNDARY SURVEY MAP PREPARED PURSUANT TO MINOR SUBDIVISION APPLICATION NO. MSP-07-07, APPROVED JUNE 6, 2007, A COPY OF WHICH IS RECORDED IN OFFICIAL RECORDS BOOK 2243, AT PAGE 17, OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, LYING PARTIALLY IN SECTION 1, TOWNSHIP 19 SOUTH, RANGE 17 EAST AND LYING PARTIALLY IN SECTION 6, TOWNSHIP 19 SOUTH, RANGE 18 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

"A PARCEL OF LAND CONSISTING OF A PORTION OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 19 SOUTH, RANGE 17 EAST, CITRUS COUNTY, FLORIDA; A PORTION OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 1; A PORTION OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 19 SOUTH, RANGE 18 EAST, SAID CITRUS COUNTY AND A PORTION OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 6; SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF CINNAMON RIDGE UNIT 2, ACCORDING TO PLAT BOOK 12, PAGE 65 OF THE PUBLIC RECORDS OF SAID CITRUS COUNTY; THENCE ON THE BOUNDARIES THEREOF, RUN THE FOLLOWING FOUR COURSES: (1) SOUTH 89 DEGREES 37 MINUTES 48 SECONDS WEST, 678.52 FEET; (2) SOUTH 00 DEGREES 59 MINUTES 51 SECONDS EAST, 332.07 FEET; (3) SOUTH 89 DEGREES 41 MINUTES 24 SECONDS WEST, 678.39 FEET; (4) SOUTH 01 DEGREES 04 MINUTES 46 SECONDS EAST, 1161.79 FEET TO THE EASTERLY LINE OF ROCK CRUSHER ROAD (A 100 FOOT WIDE RIGHT-OF-WAY); THENCE ON THE LAST SAID LINE, RUN THE FOLLOWING SEVEN COURSES: (1) NORTH 53 DEGREES 26 MINUTES 34 SECONDS WEST, 104.40 FEET; (2) ON THE ARC OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1100.00 FEET; AN ARC LENGTH OF 940.97 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 28 DEGREES 56 MINUTES 12 SECONDS WEST, 912.54 FEET; (3) NORTH 04 DEGREES 25 MINUTES 49 SECONDS WEST, 347.57 FEET; (4) ON THE ARC OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1200.00 FEET; AN ARC LENGTH OF 557.87 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17 DEGREES 44 MINUTES 54 SECONDS WEST, 552.86 FEET; (5) NORTH 31 DEGREES 03 MINUTES 59 SECONDS WEST, 782.37 FEET; (6) ON THE ARC OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1550.00 FEET; AN ARC LENGTH OF 825.05 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 15 DEGREES 49 MINUTES 02 SECONDS WEST, 815.35 FEET; (7) NORTH 00 DEGREES 34 MINUTES 06 SECONDS WEST, 153.09 FEET; THENCE NORTH 89 DEGREES 25 MINUTES 54 SECONDS EAST, 276.18 FEET; THENCE SOUTH 26 DEGREES 35 MINUTES 36 SECONDS EAST, 115.82 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST*, 243.64 FEET; THENCE NORTH 18 DEGREES 50 MINUTES 44 SECONDS EAST, 130.87 FEET; THENCE NORTH 88 DEGREES 57 MINUTES 15 SECONDS EAST, 672.90 FEET; THENCE SOUTH 01 DEGREES 02 MINUTES 45 SECONDS EAST, 102.34 FEET; THENCE SOUTH 65 DEGREES 29 MINUTES 01 SECONDS EAST, 1059.03 FEET; THENCE SOUTH 45 DEGREES 27 MINUTES 08 SECONDS EAST, 573.32 FEET TO AN INTERSECTION WITH THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 6; THENCE SOUTH 01 DEGREES 01 MINUTES 47 SECONDS EAST, ALONG SAID EAST LINE, 931.43 FEET TO THE POINT OF BEGINNING.

CONTAINING 107.87 ACRES, MORE OR LESS, IN AREA."

LESS AND EXCEPT:

THE LANDS DESCRIBED IN EXHIBIT "A" OF THE CORPORATE WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 1517, AT PAGE 2133, OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, LYING PARTIALLY IN SECTION 1, TOWNSHIP 19 SOUTH, RANGE 17 EAST AND PARTIALLY IN SECTION 6, TOWNSHIP 19 SOUTH, RANGE 18 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

RECEIVED
JAN 24 2022
CPA/AA/PUD 22-01
Land Development Division

Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2021087598 BK: 3236 PG: 2420 12/20/2021 5:04 PM 5 Receipt: 2021074360
RECORDING $52.50 D DOCTAX PD $15,750.00

"COMMENCE AT THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 19 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA, SAID POINT ALSO BEING THE NORTHWEST CORNER OF LOT 46, BLOCK A, OF CINNAMON RIDGE UNIT 2 AS RECORDED IN PLAT BOOK 12, PAGE 65, OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, THENCE NORTH 89 DEGREES 42' 23" EAST 127.24 FEET ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 SAID LINE ALSO BEING THE NORTH LINE OF LOT 46, BLOCK A, CINNAMON RIDGE UNIT 2, RECORDED IN PLAT BOOK 12, PAGE 65, PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, TO THE NORTHEAST CORNER OF SAID LOT 46, ALSO BEING THE NORTHWEST CORNER OF LOT 47, BLOCK A, OF SAID PLAT OF CINNAMON RIDGE UNIT 2 AND THE POINT OF BEGINNING. THENCE NORTH 89 DEGREES 37' 39" EAST 116.39 FEET ALONG THE NORTH LINE OF SAID LOT 47, BLOCK A TOT HE(*) NORTHEAST CORNER OF SAID LOT 47, BLOCK A, THENCE ALONG THE NORTHERLY EXTENSION OF THE EASTERLY LINE OF SAID LOT 47 NORTH 00 DEGREES 53' 29" WEST 23.61 FEET, THENCE SOUTH 89 DEGREES 19'42" WEST 122.48 FEET TO A POINT ON A NORTHWESTERLY PROJECTION OF THE WESTERLY BOUNDARY OF SAID LOT 47 THENCE SOUTH 14 DEGREES 34' 12" EAST ALONG SAID NORTHWESTERLY PROJECTION 25.76 FEET TO THE POINT OF BEGINNING."

(*) = APPARENT SCRIVENER'S ERROR: "TOT HE" SHOULD READ "TO THE"

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JAN 24 2022
CPA/AA/PUD 22-01
Land Development Division

3911677-2 12081.012000

Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2021087598 BK: 3236 PG: 2421 12/20/2021 5:04 PM 6 Receipt: 2021074360
RECORDING $52.50 D DOCTAX PD $15,750.00

EXHIBIT "B"

Permitted Exceptions

1. Taxes and assessments for the year 2022 and subsequent years, which are not yet due and payable.

2. All matters that would be disclosed upon an accurate and current survey of the Property.

3. Matters shown on the Boundary Survey Map recorded September 19, 2008, in Official Records Book 2243, page 17, of the Public Records of Citrus County, Florida.

4. Grant of Non-Exclusive, Perpetual Water and Sewer Easement by and between Crystal River Park Investors, LLC and Elite Resorts at Crystal River Condominium Association, Inc., and Gulf to Lakes Associates, Ltd., recorded January 17, 2008, in Official Records Book 2188, page 286 of the Public Records of Citrus County, Florida.

RECEIVED
JAN 24 2022
CPA/AA/PUD 22-01
Land Development Division

Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

Prepared by and Return to:
Fidelity Title Services, LLC
TRACY KJOS
217 N. Apopka Ave.
Inverness, Florida 34450
Our File Number: 21-070934
Consideration $2675000

For official use by Clerk's office only

STATE OF Florida)
COUNTY OF Citrus)

SPECIAL WARRANTY DEED
(Corporate Seller)

THIS INDENTURE, made this December 14, 2021, between Lemuel and Naomi Cunningham Family, L.L.C., a Florida Limited Liability Company, whose mailing address is: 332 N. McGowan Ave., Crystal River, Florida 34429, party of the first part, and Crystal Ridge Property Group, LLC, a Florida Limited Liability Company, whose mailing address is: 103 Commerce Street Suite 140, Lake Mary, Florida 32746, party/parties of the second part,

WITNESSETH:

First party, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other valuable considerations, receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, aliens, remises, releases, conveys and confirms unto second party/parties, his/her/their heirs and assigns, the following described property, towit:

Parcel 1
The West 1/2 of the SW 1/4 of Section 31, Township 18 South, Range 18 East. Less and Except the South 80 feet of the East 1/2 of the West 1/2 of the SW 1/4 and the South 80 feet of the West 1/2 of the West 1/2 of the SW 1/4 all lying and being in Section 31, Township 18 South, Range 18 East, Public Records of Citrus County, Florida.

Parcel 2
The NW 1/4 of the NW 1/4 of Section 6, Township 19 South, Range 18 East, Citrus County, Florida; AND The East 1/2 of the NW 1/4 of Section 6, Township 19 South, Range 18 East, Citrus County, Florida.

18E19S0641000 / 18E18S3133000

Subject, however, to all covenants, conditions, restrictions, reservations, limitations, easements and to all applicable zoning ordinances and/and restrictions and prohibitions imposed by governmental authorities, if any.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND the party of the first part hereby covenants with said party of the second part, that it is lawfully seized of said land in fee simple: that it has good right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the party of the first part.

RECEIVED
JAN 24 2022
CPA/AA/PUD 22-01
Land Development Division

Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

IN WITNESS WHEREOF, first party has signed and sealed these present the date set forth on December 14 2021.

Signed, sealed and delivered
in the presence of:

Witness #1 signature

Print witness name Tracy Kjos

Witness #2 signature

Print witness name Ashley Newman

Lemuel and Naomi Cunningham Family, L.L.C., a
Florida Limited Liability Company

By:
Roy F. Cunningham
Title: Managing Member

By:
Amy R. Cunningham
Title: Managing Member

(Corporate Seal)

State of Florida
County of Citrus

Sworn to (or affirmed) and subscribed before me by means of (✓) physical presence or (___) online notarization, this 14 day of December, 2021 by Roy F. Cunningham and Amy R. Cunninham, Managing Members of Lemuel and Naomi Cunningham Family, L.L.C., a Florida Limited Liability Company who is personally known to me or who has produced DL as identification.

Notary Public

Print Notary Name

TRACY KJOS
MY COMMISSION # GG 359052
EXPIRES: October 22, 2023
Bonded Thru Notary Public Underwriters

My Commission Expires:

AFFIX NOTARY SEAL :

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JAN 24 2022
CPA/AA/PUD 22-01
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Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

LAW OFFICE OF
CLARK A. STILLWELL, LLC
ATTORNEY AT LAW

BANK OF INVERNESS BUILDING
320 U.S. HIGHWAY 41 SOUTH
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MEMORANDUM

TO: Joanna Coutu
Land Development Division

FROM: Clark A. Stillwell, Esquire
LAW OFFICE of CLARK A. STILLWELL, LLC

DATE: February 9, 2022

RE: Crystal Ridge – Open Space

Joanna:

The attached photo showing large, dry DRA in a newly constructed subdivision. The photo shows how such provide "open space" in a residential project. Similar DRA's have been used for passive recreation; kids soccer fields, dog walks etc. by residents of a project.

CAS/cv
Enclosure

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https://www.chronicleonline.com/news/local/citrus-home-market-remains-brisk/article_3a9e98c0-9cef-54af-95c3-3a9efe57bfbc.html

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Citrus home market remains brisk

By Michael D. Bates Chronicle Reporter
Feb 7, 2022



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Owner is now - Crystal Ridge Property Group, LLC

PM2-21-164

DEPARTMENT OF GROWTH MANAGEMENT
2022 LARGE SCALE
COMPREHENSIVE PLAN AMENDMENT/ATLAS AMENDMENT
STAFF FINDINGS REPORT
TO THE
PLANNING AND DEVELOPMENT COMMISSION

APPLICATION NUMBER: CPA/AA/PUD-22-01
Chuck Pigeon for Gulf to Lakes Associates, LLLP

DATE: December 16, 2021

PREPARED BY: Joanna L. Coutu, AICP, Director; Land Development Division
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 Planned Unit Development.

FUTURE LAND USE MAP REQUEST:	From: REC, Recreational District To: MDR, Medium Density Residential District
LAND DEVELOPMENT CODE ATLAS REQUEST:	From: REC, Recreational District; MDRMH, Medium Density Residential District with mobile homes allowed; and LDRMH, Low Density Residential District with mobile homes allowed To: MDR and LDR, with a Planned Unit Development for single-family residential uses
LOCATION:	Section 1, Township 19 South, Range 17 East, Parcel 10000 (Alternate Key 3430790); and Section 6, Township 19 South, Range 18 East, Parcels 10000, 31000 and 41000 (Alternate Key 3430790, 1504422, 1504465); and Section 31, Township 18 South, Range 18 East, Parcel 33000 (Alternate Key 1494940) in the Lecanto area. A complete legal description is on file with the Land Development Division.
ACREAGE:	Approximately 354 acres (total PUD); land use change 108 acres
SURROUNDING FUTURE LAND DESIGNATIONS:	North – MDR, Medium Density Residential District; RVP, Recreational Vehicle Park District South – RMU, Residential Mixed Use District; and LDR; Low Density Residential District East – RMU District West – LDR District; RVP District; PSI, Public/Semi-Public/institutional District
SURROUNDING LAND DEVELOPMENT CODE ATLAS DESIGNATIONS:	North – MDR, Medium Density Residential District; RVP, Recreational Vehicle Park District South – PDR, Planned Residential Development District; LDR, Low Density Residential District East – PDR District West – LDR District; RVP District; PSI, Public/Semi-Public/Institutional District

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PDC Hearing – January 20, 2022

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SURROUNDING EXISTING LAND USES:	North – Vacant and improved single-family residential lots; Rockcrusher Canyon RV Park South – Vacant and improved residential lots (Cinnamon Ridge area) East – Vacant and improved residential lots (Crystal Oaks area) West – Vacant and improved residential lots; S. Rock Crusher Road

CHARACTERISTICS OF THE SUBJECT PROPERTY - According to the *Soil Survey of Citrus County* (1988), the soil types in the area are primarily Udorthents, 0 to 5 percent slopes; Pits; and Tavares-Adamsville. Those areas outside of the Pits and Pit-adjacent areas (Udorthents) have only slight limitations to building development. The subject property is located primarily in Flood Zone X, with some A and AE flood zone areas, as found on the Flood Insurance Rate Map 12017C0306E.

access drives and significant parking facilities

BACKGROUND – The majority of the site is currently vacant and wooded, although there are some nonresidential buildings associated with the previous use for Rockcrusher Canyon. The site wraps around the existing Rockcrusher Canyon RV park and extends from the Cinnamon Ridge residential area across W. Crystal Oaks Drive north to abut a portion of the Crystal Oaks residential area.

The applicant has proposed 957 single-family residential homesites, to be constructed in 4 phases of development. While much of the site already contains a residential designation, the REC designation on the Rockcrusher Canyon attraction area would be removed and revised to also allow residential development of the area. The applicant has designed the proposed Master Plan to utilize the existing mining pit areas for community facilities and recreation, as further outlined below.

SUMMARY OF AGENCY COMMENTS: This application is a large-scale CPA, and therefore would be transmitted to State agencies for comment.

SUMMARY OF PUBLIC COMMENTS: Public comments received as of this writing are included in the packet of information for this application.

REQUEST FOR LAND USE CHANGE

Concurrency

a) Sanitary Sewer – The site would be served by County sewer, and County Water Resources has provided confirmation that there is available capacity for this project as proposed.
b) Potable Water – The site would be served by County water service, and County Water Resources has provided confirmation that there is available capacity for this project as proposed.
c) Solid Waste – The property will utilize solid waste collection with disposal in the Citrus County landfill, and a letter has been provided indicating available capacity.
d) Drainage – The applicant has provided a statement confirming that stormwater standards for Citrus County and the Southwest Florida Water Management District (SWFWMD) will be met.

Consistency with Comprehensive Plan – The applicant has indicated multiple Policies are in support of their application, including the following:

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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 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, with the exception of the existing pit areas that are proposed for use as community and recreational components. A submitted biological survey confirms the presence of protected gopher tortoises on the site which will need to be addressed at the time of platting. There do not appear to be any wetlands present, with the exception of the pond in the existing mining pit area. 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 2.7 units per acre for the PUD, along with connection to central water and sewer services.

Policy 17.5.5 *All major modifications to existing Planned Developments shall be approved by the BCC through the Atlas Amendment process. This requirement shall also apply to Planned Developments approved by the Planning and Development Review Board (PDRB) or its predecessor in function.*

Staff comment – The application proposes a new Planned Unit Development (PUD), which is addressed appropriately through this application which will be considered by both the PDC and the BCC.

Other policies that may be applicable include the following:

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*

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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 - A 7-foot pedestrian sidewalk is proposed along one side of the collector roadway in Phases 2, 3 and 4 ~~(but not in Phase 1)~~ include phase 1. While many of the proposed lots that front on this collector also have access to internal/local roadways, there are a number that do not have this availability. Pedestrian access should be considered along both sides of the collector roadway throughout the site, as well as to access the community facility area. Bicycle access should also be considered due to the community and recreational facility not being centrally located as well as the proximity of the development to the Suncoast Parkway 2 trailhead.

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 adjacent to other residential uses and an existing RV park. The site proposes density at approximately 2.7 units/acre, whereas the adjacent Cinnamon Ridge subdivision is about 4 dwelling units/acre and Crystal Oaks utilizes approximately 4.5 units/acre. The existing LDR and MDR density, currently allocated throughout most of the site, could allow up to 6 and 8 units/acre with a PUD (2 and 4 units/acre without a PUD).

Environmental – The site is heavily wooded with some significant slopes/pits that are not proposed for residential use. The applicant has provided a biological survey which confirms the presence of gopher tortoises. A tree preservation plan that includes an analysis of any specimen trees that may be located on the site will be required at time of improvement plans during the platting process.

PROPOSED FINDINGS OF FACT – LAND USE CHANGE

1. The request is to re-designate approximately 108 acres from REC to MDR on the Future Land Use Map and from REC, MDRMH and LDRMH to LDR and MDR with a Planned Unit Development (PUD) for single-family uses on the Land Development Code Atlas Map.
2. The proposed land use is consistent with the Comprehensive Plan, including the policies discussed above.
3. The site is located within the PSA and will be served by central water and sewer services.
4. The PUD provides the benefit of a Master Plan of Development that serves to mitigate against potential conflicts with existing adjacent land uses.

REQUEST FOR A PLANNED UNIT DEVELOPMENT

Consistency with the Land Development Code (LDC):

***Access Management/Transportation*:** The PUD has proposed four access points – two on S. Rockcrusher Road and two on W. Crystal Oaks Drive. Both of these roadways are County-maintained Major Collectors.

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Within the site, the Master Plan indicates privately-maintained roadways. Several deviations have been requested (with corresponding Engineering Division comments) below:

- Modification from the distance for the intersection of Crystal Ridge Blvd. (the proposed collector roadway) and W. Crystal Oaks Drive from the intersection with S. Rock Crusher Road per LDC Section 7140, Table 7-1. The applicant notes the following:

  By code, the distance required is 1,320' and the actual distance as proposed is 1900'. This is a function of where the property is located and also takes into account sight distance issues from an engineering perspective. Since W. Crystal ~~Glen~~ Drive is considered a ~~Minor~~ Collector, the connection of Crystal Ridge Blvd. and W. Crystal Oaks Drive is considered a full median opening since Crystal Ridge Blvd. is proposed to continue through to the southern part of the development (even though there is no median within the right-of-way). The option of not lining up the boulevard across W. Crystal Oaks Drive was discussed with staff and was not the preferred option for the County.

Oaks

Major

minor

Engineering comment: W. Crystal Oaks Dr. and N. Rock Crusher Rd. are major collector roadways with posted speed limits of 35 mph and 45 mph, respectively. In accordance with Table 7-1, the intersection median opening spacing for a major collector roadway would be a minimum of 1,320 ft for a full median opening and a minimum of 660 ft for a directional median opening. For ~~a major~~ collector roadway, the intersection median opening spacing would be a minimum of 660 ft for a full median opening and a minimum of 330 ft for a directional median opening. The distances referenced above are for a restrictive median that would need to be installed by the developer to meet standards.

- Intersection # 1 with W. Crystal Oaks Dr. - The applicant is proposing a full median opening along W. Crystal Oaks Dr. at proposed intersection # 1 with a spacing of 1,900 feet where the minimum distance required is 1,320 feet. The Engineering Division has no objection to this request. ~~(It is noted that in request # 2 (page 33) the applicant incorrectly identifies W. Crystal Oaks Dr. as a minor collector, when it is a major collector roadway.)~~
- Intersection # 2 and # 3 with Rock Crusher Rd. – The application does not appear to provide the proposed intersection spacing along S. Rock Crusher Rd. for the two proposed intersections # 2 and #3. Since the proposed intersection spacing along S. Rock Crusher Rd. has not been provided, the Engineering Division is unable to determine if the proposal meets the requirements of the LDC.
- Intersections along minor collector roadway north of W. Crystal Oaks Dr. – The local roadway intersections within the development would need to meet spacing of 660-ft for a full median opening along the minor collector roadway. ~~The proposed intersection spacing does not appear to meet LDC requirements and a deviation has not been requested.~~
- Intersections along collector roadway south of W. Crystal Oaks Dr. - The same comments apply to the main collector roadway (minor or major) south of W. Crystal Oaks Dr. The proposed intersection spacing does not appear to meet LDC requirements and a deviation has not been requested.

Full 4 way cross roadway intersections do meet code 660' spacing.

Master Plan revised and will meet code at 660' spacing for full median opening (4 way cross intersection)

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- Engineering has no objection to the deviation for intersection spacing of Crystal Ridge Blvd. at W. Crystal Oaks Dr. from the intersection with S. Rock Crusher Rd.

➢ *Modification on the location of the roundabout near the entrance of the development from S. Rock Crusher Road per LDC Section 7140, Table 7-1. The applicant states the following:*

[The distance is about] 540' from S. Rock Crusher Road, where LDC requires 660'. The roundabout function designed to operate as a non-stop (but yield) condition facility can be considered as a through street and not subject to vehicle backup or intersection turn sequencing conditions.

alternative cul-de-sac design provided in supplemental info and deviation is requested.

- Engineering Division has no objection as this request is within the 20 percent reduction allowed by the LDC.

➢ Alternative designs for cul-de-sacs are proposed from the provisions of LDC Section 7730, Standard Cul-de-sac. The applicant states this is "to accommodate better lot layout".

Engineering comment - As the applicant has not provided details as to the cul-de-sac deviation being requested nor has an alternative design been proposed, the Engineering Division cannot determine if the deviation is warranted.

Engineering comment - Proposed right of way width: The proposed right of way (ROW) width for roadways within developments would be determined based on the number of transportation trips projected to utilize each roadway. Section 7700 of the LDC contains roadway typical sections from a 50-ft wide local road to a 100-ft wide major collector road. The selection of the appropriate typical section is based on the projection of Average Daily Trips (ADT) for a proposed development. The table below summarizes the ROW widths as related to projected average daily traffic.

Right of Way Width	Average Daily Trip (ADT)	Pavement Width	Classification
60-ft or 50-ft w/ curb-n-gutter	0 to 499 ADT	10-ft wide lanes	Local
60-ft or 50-ft w/ curb-n-gutter	500 to 1,499 ADT	11-ft wide lanes	Local
80-ft	1,500 to 3,000 ADT	12-ft wide lanes	Minor Collector
100-ft	Over 3,000 ADT	12-ft wide lanes	Major Collector

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The application proposes the use of two typical sections, a 50-ft wide ROW w/ curb-n-gutter and 10-ft wide travel lanes for neighborhood roadways and an 80-ft wide ROW w/ curb-n-gutter and 12-ft wide travel lanes for the main collector roadway. The applicant has provided traffic projections in the submittal that were reviewed against the typical section requirements listed above. Phase 1 is projected to generate 2,188 daily trips and the use of an 80-ft wide ROW would appear to be appropriate. Phases 2A, 2B, 3, and 4 would generate a total of 6,913 daily trips. If you assume that the trips are split 50/50 to the north and south, then about 3,400 trips utilize the main collector roadway. There are some trips that could exit to S. Rock Crusher Rd. from intersection #2 that would further reduce the projected transportation trips using the main collector roadway. The applicant would need to provide further justification to demonstrate that the main

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collector roadway qualifies as a minor collector roadway with an 80-ft wide ROW. The determination of proposed pavement width for the neighborhood (local) roadways could be reviewed and determined at time of platting.

Comment understood. 100' R/W typical being added to project. See supplemental information.

Engineering comment - Proposed turn lanes at project entrances: Additional right of way will need to be dedicated to Citrus County in an amount equal to the amount of right of way utilized for auxiliary lanes at proposed project entrances.

This analysis and study is to be done at the time of design and improvement plan review/platting

Engineering comment - Traffic signal warrants: A signal warrant for intersections # 1 and # 3 need to be provided for review. In addition, the signal phase timing for the existing signal at Rock Crusher Rd. and Crystal W. Crystal Oaks Dr./W. Venable St. will need to be analyzed.

Engineering comment - Appendix D – Traffic Operations Study: The study discusses "project access points/driveways" as opposed to roadways. The turn lane analysis in the study references the "FDOT Driveway Information Guide, 2008 to make determinations and recommendations. Engineering Division would consider the FDOT Manual of Uniform Minimum Standards for Design, Construction, and Maintenance for Streets and Highways (AKA the Florida Greenbook) as a preferred design manual for roadways. Auxiliary Turn Lane Work Sheets should include a right turn lane analysis for intersection # 2.

Impervious Surface/Stormwater: The Master Plan proposes a maximum impervious surface ratio of 65%, calculated project-wide instead of per lot. The LDC outlines maximum impervious surface as follows:

Zoning District	Maximum Impervious Surface
LDR	35%
MDR	50%
REC	25%
RVP	40%
Cinnamon Ridge (adjacent)	35%
Crystal Oaks (adjacent)	50%
Proposed	65% (project-wide)

Traffic operations study and lane turn analysis will be conducted at the time of design and improvement plan / platting

As demonstrated in the above table, the request is a significant increase from existing conditions. That said, the request along with the Master Plan is not inconsistent with similar single-family residential PUDs in the County. However, if this trend continues, it could have a negative effect on aquifer recharge for the County. The applicant will need to provide confirmation at the time of platting that stormwater has been designed to accommodate a project-wide impervious surface.

Landscaping/Buffers: Buffers and landscaping standards were not addressed specifically in the PUD submittal and would appear to default to LDC standards. A 5' sodded strip is required between residential uses as proposed and adjacent residential uses (as well as the RV park). The application notes that the RV park has an existing 50' buffer in it that would also serve to separate the uses.

Residential Density/Setbacks: The PUD proposes a total of 957 units, broken down into 4 phases (with a sub-phase in Phase 2). See below:

Refer to supplemental information with regard to landscape standards and Buffers.

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Phase	Number of Lots	Density Proposed	Density Max w/o PUD (existing)	Density Max with PUD	Timing
1	232	2.89 du/ac	4.0 du/ac	8.0 du/ac	5 years
2A	315	3.15 du/ac	2.0 du/ac	6.0 du/ac	10 years
2B	181	2.72 du/ac	2.0 du/ac	6.0 du/ac	20 years
3	161	2.81 du/ac	n/a	n/a	10 years
4	68	1.35 du/ac	n/a	n/a	15 years
TOTAL	957	2.7 du/ac			

The existing REC designation does not have a residential density standard as residential subdivisions are not an expected use in this district. Overall, the density proposed in the existing LDR and MDR areas is 2.95 du/ac, while 6 or 8 du/acre could be allowable with a PUD.

The adjacent Cinnamon Ridge site utilizes a density of approximately 4.0 du/acre while the adjacent Crystal Oaks subdivision has a density of approximately 4.5 du/acre. As such, the proposed density appears to be compatible with the surrounding residential subdivisions.

To accommodate these additional units, the applicant has proposed 50-foot wide lots, with reduced front setbacks of 20 feet. Side and rear setbacks are proposed at 5', with a minimum 10' building separation. These setbacks as proposed are similar with those of other residential PUDs in the County that provide central water and central sewer. However, it should be clarified that corner lots with the second front on the Major Collector roadway should not be subject to reduced second front setbacks.

Pedestrian Circulation/Sidewalks: The Comprehensive Plan notes that roadways serving more than 40 units should have sidewalks along both sides of the roadway. The applicant's narrative addresses this as follows:

> Only a small number of lots rely on driveway access and frontage onto the minor collector roadway for access as a majority of the community only have access onto the secondary neighborhood residential streets. {Reference page 51 of 246 – IV. Infrastructure, Roadways and Pedestrian Facilities].

A Shared Path (pedestrian sidewalk) is proposed in Phase 1 (refer to updated master Plan.

The Master Plan indicates approximately 43 lots in Phase 1 that only have access onto this collector roadway (no pedestrian facility is outlined in this phase on either side of the roadway), with approximately 37 lots in Phase 2A/2B and 9 lots in Phase 4 having this sole access. As such, a pedestrian walkway on both sides of the collector roadway would be warranted, as well as access to the amenity area(s). Bicycle access should also be considered due to the community and recreational facility not being centrally located as well as the proximity of the development to the Suncoast Parkway 2 trailhead.

Recreation/Open Space: The PUD proposes to utilize the existing Rockcrusher Canyon area, including an existing lake, for recreation use. The Master Plan proposes a community facility within this area, although specific details have not been provided.

Comprehensive Plan Policy 17.15.11 requires all new residential subdivisions to provide at least 20 percent of the project as open space. Open space is further defined in this policy to note that it cannot include constructed drainage facilities, active recreation areas or similar uses. The Master Plan notes that approximately 9% of the site is "community facilities, recreation and open space".

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Additional open space is illustrated on the updated Master Plan. Please refer to the supplemental information for the proposed open space amount.

It is not clear how much of this area would meet the Comprehensive Plan definition for open space, and the Master Plan will need to be revised to provide additional open space area as required in this policy.

Other Considerations: The applicant has requested flexibility to allow for up to 3% of a revision within the proposed lot count in each phase without the requirement for Minor Modification approval. While staff has no concern with this proposal, it is suggested that the phasing counts may be modified as needed provided that all infrastructure is provided for each phase/sub-phase at the time of development, and overall phasing schedule deadlines are met.

PROPOSED FINDINGS OF FACT – PLANNED UNIT DEVELOPMENT

Staff reviewed this application under the standards of Section 4300, Planned Unit Developments (PUD), of the LDC. The PDC may recommend, and the BCC may approve, modified conditions of approval pursuant to LDC Section 4302, PUD Approval Procedures, when in the public interest and expressed in formal findings of fact. The reviewing body shall approve, approve with modifications and/or conditions, or disapprove the Planned Unit Development. The reviewing body shall enter its reasons for such action in its record. As evidence, the following findings of facts are cited.

A. **Only uses which are consistent with the Comprehensive Plan may be approved as a PUD.** *Residential uses are proposed that are generally consistent with the LDC and Comprehensive Plan as outlined in this report.*

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 and an RV park. The lots as proposed are smaller in width than some in the surrounding area although overall density is reduced.*

C. **Accessory uses shall be permitted as set forth within the approved general concept plan or as found by the Board of County Commissioners to be compatible with an approved plan.** *The master plan does not include any specific proposals for accessory uses. Any accessory uses that are proposed in the future would be subject to standards as outlined in the LDC.*

D. **Subsequent to the approval of a PUD, uses not enumerated may be permitted through amendment of the PUD and approved by the Board of County Commissioners.** *The applicant has been advised that any future uses may require an amendment to this PUD.*

E. **The land area included within the PUD development shall be of such proportions as to properly accommodate all proposed uses in keeping with the general requirements of the county and the established objectives and policies of the adopted Comprehensive Plan.** *The land area proposed for the use meets the standards outlined within the Comprehensive Plan, as long as open space standards can be met.*

Open Space is a policy and not a Land Development Code Standard.

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F. **Landscaping and design and maintenance shall follow the principles of *Florida Friendly Landscaping* ™ and the *Florida Yards and Neighborhoods (FYN) Homeowner Program* to reduce water use and fertilizer runoff.**

1. **Planted turf grass and landscaping on residential lots shall be limited to a maximum of 50% of the upland portion of the lot.**
2. **Turf grasses and landscape vegetation shall be common to the area and drought tolerant.**

The PUD would be required to meet these standards.

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, provided that open space standards can be met, and additional pedestrian access is considered.*

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 outlined in the Master Plan, and they are consistent with other residential PUDs in the County.*

I. **Approval of the proposed PUD development shall include approval of all maps, diagrams, tables, and reports submitted by the applicant.** *The applicant has submitted a Master Plan and accompanying narrative which were reviewed for this report.* Master Plan has been updated to supersede prior submittal. Supplemental info provided.

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 requested a deviation from this requirement, as outlined in this report.*

SUMMARY OF FINDINGS

It has been determined that the reviewing body (PDC), may recommend approval of the proposed Comprehensive Plan Amendment/Atlas Amendment with a Planned Unit Development. 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 that conditions suggested by staff are adhered to.

If this application is recommended for approval, the following conditions are suggested:

1. The development approval is limited to 957 dwelling units as well as community facilities and recreation area as generally outlined on the Master Plan and accompanying narrative date-stamped received October 25, 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.

Updated Master Plan to supersede October 25, 2021 plan submittal.

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2. The minimum dimensional requirements of this single-family development shall be as follows:

Minimum Lot Area	5,000 Sq. Ft.
Minimum Lot Width	50 Feet
Maximum Lot Coverage	65% (Plat wide, demonstrated at platting)
(including Accessory Structures)	
Minimum Yard Requirements:	
A. Front	20 Feet
Side Front (corner lot)	10 Feet (does not include lots with second front on Major Collector roadway)
B. Sides	5 Feet
C. Rear	5 Feet
D. Building Separation	10 Feet

3. The residential lots must meet all LDC platting requirements prior to development.

4. The community facilities and recreational areas must meet non-residential design criteria in accordance with LDC requirements at time of permitting. 14% Open Space

5. At the time of platting, the applicant must demonstrate provision for active recreation, and open space shall be increased to 20% of the total residential area to be developed. Open space cannot include constructed drainage facilities, active recreation areas or similar uses as outlined in Comprehensive Plan Policy 17.15.11.

6. Buffers, landscaping, and tree preservation in accordance with LDC standards must be addressed at time of improvement plans during the platting process.

7. 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.

8. The project must meet LDC and State standards for central water and central sewer.

9. At time of development, the applicant will need to provide trip generation rates for the proposed development to determine the need for acceleration, deceleration, and storage lanes in accordance with Section 7190, Auxiliary Lanes, of the LDC.

10. A sidewalk, constructed according to the LDC standards, shall be located along ~~both sides~~ one side of the main collector road for all phases, as well as bicycle access to the amenity area. and include

11. The following conditions regarding Engineering LDC standards are noted, unless otherwise authorized by the County Engineer. Those items not addressed below will need to be provided prior to placement of this application on the agenda of the BOCC:

A Shared Min. 8 foot wide multi-use sidewalk is proposed along one side of all collector roadways or as an option 5 ft. wide on both sides.

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- Intersection # 1 with W. Crystal Oaks Dr. - The applicant is proposing a full median opening along W. Crystal Oaks Dr. at proposed intersection # 1 with a spacing of 1,900 feet where the minimum distance required is 1,320 feet.
- Intersection # 2 and # 3 with Rock Crusher Rd. – The application does not appear to provide the proposed intersection spacing along S. Rock Crusher Rd. for the two proposed intersections # 2 and #3. Spacing is approximately 1320 ft. and complies with code
- Intersections along minor collector roadway north of W. Crystal Oaks Dr. – The local roadway intersections within the development would need to meet spacing of 660-ft for a full median opening along the minor collector roadway.
- Intersections along collector roadway south of W. Crystal Oaks Dr. – These intersections need to meet spacing requirements and must be revised.
- Engineering has no objection to the deviation for intersection spacing of Crystal Ridge Blvd. at W. Crystal Oaks Dr. from the intersection with S. Rock Crusher Rd.
- Engineering has no objection to the modification on the location of the roundabout near the entrance of the development from S. Rock Crusher Rd. per LDC Section 7140, Table 7-1. See supplemental information.
- Alternative designs for cul-de-sacs are proposed from the provisions of LDC Section 7730, Standard Cul-de-sac. Specific information has not been provided for review.
- The applicant would need to provide further justification to demonstrate that the main collector roadway qualifies as a minor collector roadway with an 80-ft wide ROW. The determination of proposed pavement width for the neighborhood (local) roadways could be reviewed and determined at time of platting.
- Proposed turn lanes at project entrances: Additional right of way will need to be dedicated to Citrus County in an amount equal to the amount of right of way utilized for auxiliary lanes at proposed project entrances.
- Traffic signal warrants: A signal warrant for intersections # 1 and # 3 need to be provided for review. In addition, the signal phase timing for the existing signal at Rock Crusher Rd. and W. Crystal Oaks Dr./W. Venable St. will need to be analyzed.
- Appendix D – Traffic Operations Study: The study discusses "project access points/driveways" as opposed to roadways. The turn lane analysis in the study references the "FDOT Driveway Information Guide, 2008 to make determinations and recommendations. Engineering Division would consider the FDOT Manual of Uniform Minimum Standards for Design, Construction, and Maintenance for Streets and Highways (AKA the Florida Greenbook) as a preferred design manual for roadways. Auxiliary Turn Lane Work Sheets should include a right turn lane analysis for intersection # 2.

Master Plan updated and revised.

12. Phasing of the project is as follows (dates reflect years from the date of final approval of this application):

Development Phase	Proposed Number of Lots	Phase Schedule
Phase 1	232	5 Years
Phase 2A	315	10 Years
Phase 2B	181	20 Years
Phase 3	161	10 Years
Phase 4	68	15 Years

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Land Development Division

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The phasing lot counts may be individually modified as needed by the applicant provided that all infrastructure is provided for each phase/sub-phase at the time of development, and overall phasing schedule deadlines and total lot number standards are met.

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/JH/cb

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Land Development Division

Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

COMPREHENSIVE PLAN AND LAND DEVELOPMENT

CODE AMENDMENT APPLICATION

For

CRYSTAL RIDGE

CITRUS COUNTY, FLORIDA

A

DIX DEVELOPMENTS, LLC COMMUNITY

RECEIVED
OCT 25 2021
CPA/AA/PUD-22-01
Land Development Division

DATE: October 20, 2021

Prepared By:

Pigeon – Ardurra, LLC
CIVIL ENGINEERS – PLANNERS
SURVEYORS & MAPPERS

925 S.E. 17th Street, Suite A
Ocala, FL 34471
Ph 352-861-7799

Project No. 501.05

Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

PIGEON-ARDURRA, LLC

October 20, 2021

Ms. Joanna Coutu, AICP
Department of Growth Management
Citrus County Land Development
3600 W. Sovereign Path, Suite 140
Lecanto, FL 34461
Email: joanna.coutu@citrusbocc.com

P-A Project No. 501.05
Ardurra #2021-0711-00

Project:	**Crystal Ridge Development**
Sec/Twp/Rge:	**S31 / T18S / R18E, S06 / T19S / R18E, S01 / T19S / R17E**
Parcel ID / Alt Key:	**18E18S31 33000 / 1494940, 18E19S06 41000 / 1504465, 18E19S06 31000 / 1504422, 17E19S01 10000 / 3430790**
RE:	**Land Development Code Amendment Application & Atlas Amendment**

Dear Ms. Coutu:

Enclosed is an application for the approval of a PUD, Planned Unit Development for a proposed residential community on the lands indicated above. Three of the parcels currently have a Future Land Use of Medium Density Residential (MDR), and Low Density Residential (LDR) and will only require a PUD Overlay on the existing land use in order to proceed with the development of the property. The remaining parcel currently has a Future Land Use of Recreation (REC) and will require a Land Use Designation and Atlas Amendment to change the Future Land Use to Medium Density Residential (MDR) with a PUD Overlay. The property contains 354 acres +/- and is surrounded by existing residential developments.

Included with this submittal in support of this application is a package of documents and information with various figures and exhibits including a narrative addressing the application requirements of the LDC.

Should you have any questions, please do not hesitate to contact me or Linda Pigeon at (352) 861-7799. We look forward to hearing back from the County following review of the submittal package.

Sincerely,
PIGEON - ARDURRA, LLC

Chuck A. Pigeon, P.E.
Project Manager

Ec: DIX Development

Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

925 SE 17th Street, Suite A
Ocala, FL 34471
Ph: 352-861.7799
Fax: 352-861.7709

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APPENDIX

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Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

Exhibit 1

Letters of Authorization

Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

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

AUTHORIZATION

APPLICATION REQUEST: (check one)

_____Variance _____Conditional Use _____Minor Subdivision ____Lot Reconfiguration

_____Plat Vacation _____Street Vacation __X__Comprehensive Plan Amendment

__X__Atlas Amendment _____Other (specify): _____

LEGAL DESCRIPTION OF PROPERTY:

Section 6 Township 19S Range 18E Alternate Key # 1504422 & 3430790

Lot/Parcel_____ Block_____

Subdivision_____

I, Gulf to Lakes Associates, LLLP, owner of the above described property,
(Name of Owner)

authorize Chuck A. Pigeon of Pigeon-Ardurra, LLC to
(Name of Representative) (Name of Business)

serve as agent on my behalf for the purpose of making application for the proposed request. No further authorization is expressed or implied, than that which is described herein.

SIGNATURE: _____
(Signature of Owner)

STATE OF ~~FLORIDA~~ NEW HAMPSHIRE
COUNTY OF ~~CITRUS~~ BELKNAP

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

WITNESS my hand and official seal this 9th day of September 2021

Lisa A. Avola
Printed Name

Lisa A. Avola
Notary Public - State of ~~Florida~~ New Hampshire

Seal

LISA A. AVOLA
MY COMMISSION EXPIRES AUG. 26, 2025
NOTARY PUBLIC
NEW HAMPSHIRE

Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

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

AUTHORIZATION

APPLICATION REQUEST: (check one)

_____Variance _____Conditional Use _____Minor Subdivision ____Lot Reconfiguration

_____Plat Vacation _____Street Vacation __X__Comprehensive Plan Amendment

__X__Atlas Amendment _____Other (specify): _____

LEGAL DESCRIPTION OF PROPERTY:

Section 6 Township 19S Range 18E Alternate Key # 1504422 & 3430790

Lot/Parcel_____ Block_____

Subdivision_____

I, Gulf to Lakes Associates, LLLP, owner of the above described property,
(Name of Owner)

authorize Avis Marie Craig of _____ to
(Name of Representative) (Name of Business)

serve as agent on my behalf for the purpose of making application for the proposed request. No further authorization is expressed or implied, than that which is described herein.

SIGNATURE: _____
(Signature of Owner)

STATE OF ~~FLORIDA~~ NEW HAMPSHIRE
COUNTY OF ~~CITRUS~~ BELKNAP

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

WITNESS my hand and official seal this 9th day of September, 2021

Lisa A Avola
Printed Name

Seal

Lisa A. Avola
Notary Public - State of ~~Florida~~ New Hampshire

LISA A. AVOLA
MY COMMISSION EXPIRES AUG. 26, 2025
NOTARY PUBLIC NEW HAMPSHIRE

Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

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

AUTHORIZATION

APPLICATION REQUEST: (check one)

_____Variance _____Conditional Use _____Minor Subdivision ____Lot Reconfiguration

_____Plat Vacation _____Street Vacation __X__Comprehensive Plan Amendment

__X__Atlas Amendment _____Other (specify): _____

LEGAL DESCRIPTION OF PROPERTY:

Section 6 Township 19S Range 18E Alternate Key # 1504465
Section 31 Township 18S Range 18E Alternate Key # 1494940
Lot/Parcel _____ Block _____

Subdivision _____

I, Roy Cunningham, owner of the above described property,
(Name of Owner)

authorize Avis Marie Craig of Self to
(Name of Representative) (Name of Business)

serve as agent on my behalf for the purpose of making application for the proposed request. No further authorization is expressed or implied, than that which is described herein.

SIGNATURE: _____ (Signature of Owner)

STATE OF FLORIDA
COUNTY OF CITRUS

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

WITNESS my hand and official seal this 9th day of September, 2021

Paula M. Lee
Printed Name

Seal

Paula M Lee
Notary Public - State of Florida

PAULA M. LEE
MY COMMISSION # GG 137402
EXPIRES: October 7, 2021
Bonded Thru Notary Public Underwriters

Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

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

AUTHORIZATION

APPLICATION REQUEST: (check one)

_____Variance _____Conditional Use _____Minor Subdivision ____Lot Reconfiguration

_____Plat Vacation _____Street Vacation __X__Comprehensive Plan Amendment

__X__Atlas Amendment _____Other (specify): _____

LEGAL DESCRIPTION OF PROPERTY:

Section 6 Township 19S Range 18E Alternate Key # 1504465
Section 31 Township 18S Range 18E Alternate Key # 1494940
Lot/Parcel_____ Block_____

Subdivision_____

I, Roy Cunningham, owner of the above described property,
(Name of Owner)

authorize Chuck A. Pigeon of Pigeon-Ardurra, LLC to
(Name of Representative) (Name of Business)

serve as agent on my behalf for the purpose of making application for the proposed request. No further authorization is expressed or implied, than that which is described herein.

SIGNATURE: _____ (Signature of Owner)

STATE OF FLORIDA
COUNTY OF CITRUS

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

WITNESS my hand and official seal this 9th day of September, 2021

Paula M. Lee
Printed Name

Paula M. Lee
Notary Public - State of Florida

Seal

PAULA M. LEE
MY COMMISSION # GG 137402
EXPIRES: October 7, 2021
Bonded Thru Notary Public Underwriters

Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

Exhibit 2

Comprehensive Plan & Land Development Code Amendment Application

Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

Board of County Commissioners
Department of Growth Management
Land Development Division
3600 W. Sovereign Path, Suite 140, Lecanto, FL 34461-8070

Telephone (352) 527-5239 TTY Dial 711
Web Address: www.citrusbocc.com

CITRUS COUNTY COMPREHENSIVE PLAN AND LAND DEVELOPMENT CODE AMENDMENT APPLICATION

Application No.: _____ Date: October 20, 2021

* Written Authorization is required if Applicant is different than Owner.

Applicant*
Name: Chuck Pigeon
Address: 925 SE 17th Street, Suite A
City: Ocala
State: FL Zip: 34471
Home No.: Cell No.: (352) 342-6319
Work No.: (352) 861-7799 Fax No.: (352) 861-7709
Email: CPigeon@ardurra.com

Property Owner
Name: Gulf to Lakes Associates, LLLP
Address: P.O. Box 2050
City: Lecanto
State: FL Zip: 34460-0250
Home No.: Cell No.:
Work No.: (352) 746-4000 Fax No.:
Email: jcappuccilli@wranglerholdings.com

Property Description: Section: 06 Township: 19 South Range: 18 East
Legal Description: See Appendix "A" for Legal Description & Sec 01 Twp 19S Rng 17E
Subdivision: Lot(s): Block/Parcel:
Alternate Key #: 3430790 Parcel ID: 17E19S01 10000
Acreage: 107.80 Acres

X New Planned Unit Development (PUD)
_____ Amendment to Previously Approved PUD/PD Previous Application No.: _____

Land Development Code Atlas Designation From: REC To: PUD
Generalized Future Land Use Map Designation From: REC To: PUD

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): To change the Land Use Designation from Recreation District (REC) to Medium Density Residential (MDR) with a PUD Overlay.

Directions to Property: Drive south on US 19 from intersection with W. Gulf to Lakes Hwy. about 2.4 miles, turn left (east) on W. Venable Drive go about 2.6 miles, turn right (south) on S. Rock Crusher Rd. go about 0.6 miles, Site on left (east)

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: _____
Chuck Pigeon, Vice President
Pigeon-Ardurra, LLC

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 Chuck Pigeon, who is personally known to me or provided N/A as identification and who did not take an oath. WITNESS my hand and official seal this 20 day of October 21

Renee I Howerton
Printed Name
Renee I Howerton
Notary Public - State of Florida

Seal

Notary Public State of Florida
Renee I Howerton
My Commission HH 097350
Expires 02/24/2025

Date: _____
Time: _____
Initials: _____

For Staff Use Only
ATF: _____
QTR: _____
LUD: _____

GFLUM Des: _____
FZ: _____

Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

Board of County Commissioners
Department of Growth Management
Land Development Division
3600 W. Sovereign Path, Suite 140, Lecanto, FL 34461-8070
Toll Free (352) 489-2120 TTY (352) 527-5329
Web Address: www.citrusbocc.com

INSTRUCTIONS FOR COMPLETING THE REQUIRED INFORMATION PAGES

The following are the descriptions for the respectively numbered items from the pages titled "Required Information for a Comprehensive Plan Amendment."

1. The application form is provided as part of this packet. Complete all areas before submitting back to the County. The signature must be notarized and this can be done in the offices of the Department of Growth Management.

2. Legal descriptions are necessary to locate the property on the County's maps. This information is contained within property deeds and surveys. Either can be used to satisfy other information requirements to follow.

3. Proof of ownership is necessary to insure that the correct property is being changed and that the person requesting the change is authorized to submit the application. This can be a deed, copy of tax bill, or other document that legally identifies the owner of the property.

4. A survey will provide an accurate legal description to locate the property on the maps, plus, it provides the dimensions to calculate and confirm the total acreage under application. Wetlands and other special features are affected by specific Federal, State, and local regulations and are therefore needed on the survey to insure that all of these regulations are met.

5. Text amendments are generally proposed due to changes in other laws or individual circumstances that result in a possible conflict with the existing text of the Comprehensive Plan. New draft language must be provided.

6. The comprehensive plan and state regulations require that changes to the County's map(s) must be reviewed to determine what method will be used to provide the services (i.e., water, sewer, roads, etc.) necessary to develop or use the property under application. Provide discussion for each of these facilities listed on how this property will be serviced. If these facilities exist and are proposed to be utilized by the property, discuss all impacts on the capacity of each facility type.

7. The County has guidelines that were set up to insure that there would be no negative impacts on affordable housing within the County. The impacts would include additions to, or the removal from, the total amount of dwelling units that are used for affordable housing. Check the appropriate space and describe the impacts in the space provided if 'YES' is checked.

8. The objectives and policies of the Comprehensive Plan provide the guidelines for growth and development within the County. All amendments must be compatible with these objectives and policies. Check the space that fits this application. In the spaces provided, fill in the number of the objective(s) and policy(ies) that apply to the proposed amendment. Then describe how this change will or will not affect each objective and policy that was listed.

9. There are times when certain changes and projects are required to satisfy special regulations and rules (i.e. landfills must satisfy special environmental rules.) In the space provided, describe any special rules that apply to the request and where possible, attach copies of that information.

NOTE: More detailed and technical descriptions of these guidelines can be found in Chapter 163, Florida Statutes, the Florida Administrative Codes and the Citrus County Comprehensive Plan.

Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

Board of County Commissioners
Department of Growth Management
Land Development Division
3600 W. Sovereign Path, Suite 140, Lecanto, FL 34461-8070
Toll Free (352) 489-2120 TTY (352) 527-5329
Web Address: www.citrusbocc.com

REQUIRED INFORMATION FOR A COMPREHENSIVE PLAN AMENDMENT

Applicants are encouraged to schedule a pre-application conference before submitting an application. Assistance and information on the following can be obtained at that time.

ALL applications for amendment to the Citrus County Comprehensive Plan are required to include the following information. Failure to do so will result in a delay of processing the application.

1. A completed Comprehensive Plan application form. (Included in this packet.)

2. If this application is for an amendment to the County's FLUM map(s), a complete legal description must be attached.

3. If this application is for an amendment to the County's map(s), proof of ownership shall be provided.

4. If this application is for an amendment to the County's map(s), a certified boundary survey must be submitted. The survey must show all areas that have been identified as wetlands by Southwest Florida Water Management District (SWFWMD), Department of Environmental Protection (DEP), or US Army Corp of Engineers.

5. If this application is for an amendment to the **text** of the County's Comprehensive Plan, the proposed new text must be submitted. Attach the proposed text on a separate page(s).

6. If this application is for an amendment to the County's maps(s), what is the proposed new land use designation for the property? (i.e. GNC, MDR, IND, etc.).

   Designation: Planned Unit Development (PUD)

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 by Citrus County Dept. of Water Resources - See Appendix F

   Potable Water: to be provided by Citrus County Dept. of Water Resources - See Appendix F

Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

Board of County Commissioners
Department of Growth Management
Land Development Division
3600 W. Sovereign Path, Suite 140, Lecanto, FL 34461-8070
Toll Free (352) 489-2120 TTY (352) 527-5329
Web Address: www.citrusbocc.com

Drainage: The proposed master plan includes multiple drainage retention areas which will be designed to meet the requirements of Chapter 6, Stormwater Management of the LDC at time of permitting. - See Figure 4

Solid Waste: to be provided by Citrus County Solid Waste Division - See Appendix G

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: See Section II - Consistency with Citrus Future Land Use Element in Submittal Booklet provided.

Policy:

Policy:

Objective:

Policy:

Policy:

11. Any additional information that may apply to this application. See Supporting Documentation provided Submittal Booklet provided

Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

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

CITRUS COUNTY LAND DEVELOPMENT CODE
ATLAS AMENDMENT APPLICATION

Application No.: _____ Date: October 20, 2021

* Written Authorization is required if Applicant is different than Owner.

Applicant*
Name: Chuck Pigeon
Address: 925 SE 17th Street, Suite A
City: Ocala
State: FL Zip: 34471
Home No.: _____ Cell No.: _____
Work No.: (352) 861-7799 Fax No.: (352) 861-7709
Email: CPigeon@ardurra.com

Property Owner
Name: Gulf to Lakes Associates, LLLP
Address: P.O. Box 2050
City: Lecanto
State: FL Zip: 34460-0250
Home No.: _____ Cell No.: _____
Work No.: (352) 746-4000 Fax No.: _____
Email: jcappuccilli@wranglerholdings.com

Property Description: Section: 06 Township: 19 South Range: 18 East
Legal Description: See Appendix "A" for Legal Description & Sec 01 Twp 19S Rng 17E
Subdivision: _____ Lot(s): _____ Block/Parcel: _____
Alternate Key #: 3430790 Parcel ID: 17E19S01 10000
Acreage: 107.80 Acres

X Amendment to the Land Development code Atlas From: Recreation (REC) To: Medium Density Res (MDR)
_____ Amendment to a Previously Approved Planned Development Previous Application No.: _____

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): To change the Land Use DEsignation from Recreation District (REC) to Medium Density Residential (MDR) with an Planned Unit Development Overlay

Directions to Property: Drive south on US 19 from intersection with W. Gulf to Lakes Hwy. about 2.4 miles, turn left (east) on W. Venable Drive go about 2.6 miles, turn right (south) on S. Rock Crusher Road, go about 0.6 miles, Site on left (east).

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: _____
Chuck A. Pigeon

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 Chuck Pigeon, who is personally known to me or provided N/A as identification and who did not take an oath.

WITNESS my hand and official seal this 20th day of October 21

Renee I Howerton
Printed Name
Renee I Howerton
Notary Public - State of Florida

Seal

Notary Public State of Florida
Renee I Howerton
My Commission HH 097350
Expires 02/24/2025

For Staff Use Only
Date: _____ ATF: _____ GFLUM Des: _____
Time: _____ QTR: _____ FZ: _____
Initials: _____ LUD: _____

Revised July, 2017
Page 1 of 1

Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

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

APPEAL NOTICE

I, the undersigned, understand that the actions of the Citrus County Planning and Development Commission and/or the Board of County Commissioners are subject to Quasi-judicial proceedings which provide for parties in opposition to intervene, cross-examine and/or provide expert witnesses in regard to your application (**ORD NO. 2017-A22 Quasi-Judicial Proceedings**). Further, the actions of the Planning Development Commission and/or the Board of County Commissioners is subject to appeal within 30 days of said action. Appeals of decisions of the Planning and Development Commission and/or the Board of County Commissioners quasi-judicial actions shall be as required by law.

Signature: _____
Chuck Pigeon, P.E.
Date: 10-18-2021

Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

Exhibit 3

Planned Unit Development Application

Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

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: Chuck Pigeon
Address: 925 SE 17th Street, Suite A
City: Ocala
State: FL Zip: 34471
Phone: (352) 861-7799
Email: CPigeon@ardurra.com

Property Owner
Name: Lemuel & Naomi Cunningham
Address: 332 N. McGowan Avenue
City: Crystal River
State: FL Zip: 34429
Phone: (352) 302-7024
Email: RoyBigHog@gmail.com

Property Description: Section: 31 Township: 18 South Range: 18 East
Legal Description: See Attached Legal Descriptions & Section 06 Township 19 South, Range 18 East
Subdivision: Lot(s): Block/Parcel:
Alternate Key #: 1494940 & 1504465 Parcel ID: 18E18S31 33000 & 18E19S06 41000
Acreage: 80.39 Acres & 125.04 Acres

X New Planned Unit Development
____ Amendment to a Previously Approved Planned Development Previous Application No.: ____

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): To Establish a PUD District Overlay on the existing MDR & LDR Zoning for the property to allow flexibility in the planning & desing of the Crystal Ridge Development.

Directions to Property: Drive south on US 19 (S. Suncoast Blvd.) from intersection with W. Gulf to Lake Hwy.about 2.4 miles, turn east (left) on W. Venable Street (turns into W. Crystal Oaks Drive) about 3.0 miles, property is on the left (north) and right (south) of W. Crystal Oaks Drive.

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.
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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 Chuck Pigeon, who is personally known to me or provided ____ as identification and who did not take an oath.
WITNESS my hand and official seal this 20th day of October 2022.

Renee I Howerton
Signature
Renee I Howerton
Printed Name

Notary Public State of Florida
Renee I Howerton
My Commission HH 097350
Expires 02/24/2025

For Staff Use Only

Date: ____ Time: ____ Initials: ____

Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

Board of County Commisioners

DEPARTMENT OF GROWTH MANAGEMENT LAND
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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: Chuck Pigeon
Address: 925 SE 17th Street, Suite A
City: Ocala
State: FL Zip: 34471
Phone: (352) 861-7799
Email: CPigeon@ardurra.com

Property Owner
Name: Gulf to Lakes Associates, LLLP
Address: P.O. Box 2050
City: Lecanto
State: FL Zip: 34460-0250
Phone: (352) 746-4000
Email: jcappuccilli@wranglerholdings.com

Property Description: Section: 06 Township: 19 South Range: 18 East
Legal Description: See Attached Legal Descriptions & Section 01 Township 19 South Range 17 East
Subdivision: Lot(s): Block/Parcel:
Alternate Key #: 1504422 & 3430790 Parcel ID: 18E19S06 31000 & 17E19S01 10000
Acreage: 41.26 Acres & 107.80 Acres

X New Planned Unit Development
___ Amendment to a Previously Approved Planned Development Previous Application No.: ___

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): To Establish a PUD District Overlay on the existing LDR Zoning for the property to allow flexibility in the planning & design of the Crystal Ridge Development.

Directions to Property: Drive south on S. US 19 (S. Suncoast Blvd.) from intersection with W. Gulf to Lake Hwy. about 2.4 miles, turn east (left) on W. Venable Street about 2.6 miles, turn right (south) on S. Rock Crusher Road about 0.6 miles, property is on the left (east).

The Applicant is: ___ Owner of Tract X Agent for Property Owner
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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
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I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Chuck Pigeon, who is personally known to me or provided N/A as identification and who did not take an oath.
WITNESS my hand and official seal this 20th day of October 21.

Renee I Howerton
Signature
Renee I Howerton
Printed Name

Seal

Notary Public State of Florida
Renee I Howerton
My Commission HH 097350
Expires 02/24/2025

For Staff Use Only
Date: Time: Initials:

Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

I. STATEMENT OF OBJECTIVES

GENERAL PURPOSE

In keeping with the general purpose and intent of the PUD District, this application is proposed to allow flexibility in the planning and design of the Crystal Ridge Development. The purpose of this request is to permit flexibility as to the lot sizes, frontage setbacks and lot coverage to work with the existing rolling topography and better meet the demands of today's marketplace.

PROJECT LOCATION

The project is situated in the center of Citrus County, straddling W. Crystal Oaks Drive, adjoining S. Rock Crusher Road on the west side of the development and traversing less than a mile west of W. Gulf to Lakes Highway (SR 44). **Figure 1.0** illustrated the development location.

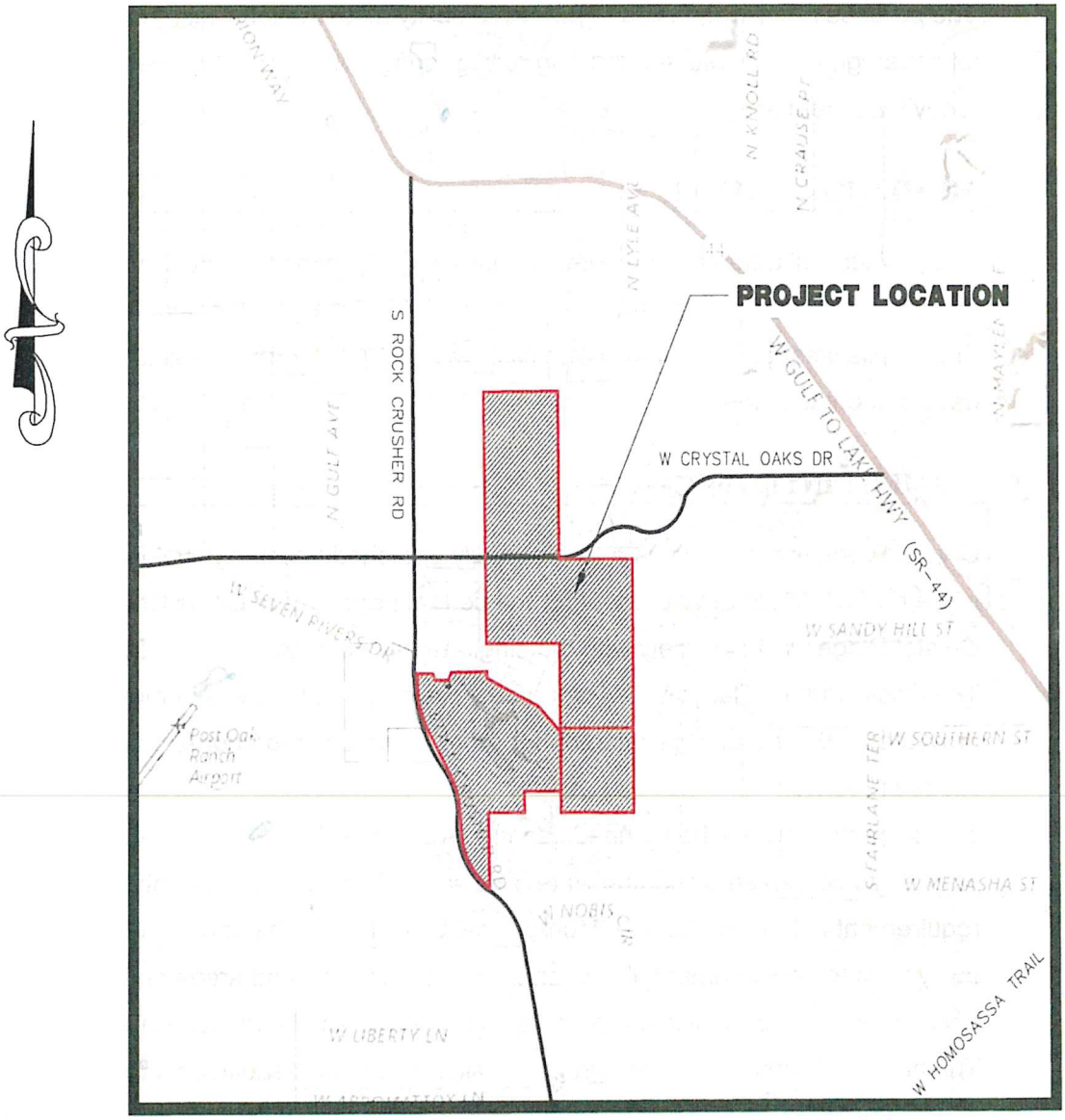
PROJECT INTRODUCTION

Crystal Ridge is proposed as a single-family detached housing development. This project is the perfect "in-fill" development for the central ridge part of Citrus County.
Crystal Ridge will fit in nicely with the single-family housing developments surrounding it. The Rock Crusher Canyon RV Park on the west side of the development already internally provides a 50' natural vegetation buffer on all of the common borders with the Crystal Ridge property.
The property is within the planned service area of the County, and all of the lots are planned to be served by central water and sewer fitting into the County's service area requirements. Most of the development will be located within the "sandhills" of the County away from the environmentally sensitive coastal and wetland areas on the west side of the County. Another benefit is the property is not within any flood prone areas.
The historic Quarry area of the property will become the beautiful centerpiece of the development. This portion of the site and its rugged terrain is to be part of the common area of the development with a planned passive and active recreation areas including amenities such as a clubhouse, shuffleboard courts, pickle ball, dock, non-motarized boating, hiking trails and more. The Quarry area will be nestled within the development but will be buffered from the surrounding single-family residences.

Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

FIGURE 1

Location Map



Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

PROJECT DESCRIPTION

CHARACTER OF DEVELOPMENT

Crystal Ridge is planned as a single-family residential subdivision for detached single-family homes with sites interconnected with curvilinear curb and gutter roadways. Infrastructure for the Crystal Ridge Development will be provided and constructed in accordance with the minimum standards and specifications of the Citrus County Land Development Code (LDC).

Primary infrastructure improvements will include roads and stormwater management system, central sanitary sewer service, and public drinking water service provided by Citrus County.

GENERAL PLANNING CONSIDERATIONS & DEVELOPMENT STANDARDS

The Crystal Ridge Development is within the planned service area for Citrus County and the County has indicated in writing the willingness and ability to provide water and sewer to serve the proposed PUD Project.

Development Planning for the proposed Crystal Ridge community included particular care and consideration to provide a community and neighborhood quality for compatibility and consistency with the surrounding properties. The property is surrounded mostly by single family detached residential housing developments. From the Future Land Use Map (FLUM), the surrounding residential land uses include Residential Mixed Use (RMU), Low Density Residential (LDR -MH), and Medium Density Residential (MDR). Surrounding existing subdivisions include Connell Heights to the north, Crystal Oaks to the east and Cinnamon Ridge to the south and numerous unrecorded subdivisions to the west. All of these land uses allow, by right, residential development of 2 to 4 dwelling units /acre and further allow from 6 du/acre (RMU & LDR) to 8 du/acre (MDR) by PUD. On part of the west side of Phase 2 of the development and on the north side of Phase 3 and Phase 4 of the development, the future land use is Recreational Vehicle Park / Campground. This RV park is known as the Rock Crusher Canyon RV Park. There is a 50' natural vegetation buffer maintained within the campground on the perimeters of the campground property that are adjoining the proposed Crystal Ridge Development. This provides a natural buffer shielding the property from the existing RV park.

Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

See **Figures 2 and Figure 3** for an illustration of a portion of the Citrus County GFLUM Map and the Citrus County LDC Atlas (Zoning Map). The only real difference on the LDC Atlas is that RMU areas are designated PDR, and the LDR and MDR both allow mobile homes. As planned, mobile homes will not be included in the new proposed planned Crystal Ridge community. The RV park is shown as RVP and the canyon carries the same REC designation.

Figure 4.0 illustrates the proposed PUD master Plan for Crystal Ridge. The majority of uses planned for the proposed Crystal Ridge site are residential, and the residential Comp Plan designations will remain Medium Density Residential (MDR) and Low Density Residential (LDR). A PUD will be employed to provide needed flexibility. By PUD this allows from 6 du/acre (LDR) to 8 du/acre (MDR). Within Phase 3 and 4 of the development, the Comp Plan FLUM is Recreation (REC). Under the REC Land Use, a Recreational Vehicle Park is allowed under a PUD with a maximum density of seven spaces per acre. The proposed development is being planned at a density of 2.7 du per acre, less than half of what the Comprehensive Plan (Policy 17.3.1) and LDC allows for PUDs and therefore is well below the permitted density.

For the REC land use the comparison to a residential land use is not as straightforward. In many respects, it could be argued that a residential use of LDR for the portion that is designated as REC is actually a lower density than the existing use. The potential density of seven RVs per acre on the property could allow for over 750 RV spaces on the property. Whereas, the proposed single-family residential lot count on the same piece of property as planned is 229 Lots.

Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

The **Table 1.0** below provides a comparison of the existing land use to the proposed land use for the proposed PUD and a comparison of the potential lot counts based on the current land uses to the actual lot counts proposed for this PUD residential development.

Table 1.0 Land Use Comparison

PROJECT COMPARISON – EXISTING & PROPOSED				
Development Phase	Land Area (Acres)	Potential Density (PUD)	Proposed Concept	Difference
Phase 1	80.39	643 Lots	232 Lots	-411 Lots
Phase 2A	99.85	594 Lots	315 Lots	-279 Lots
Phase 2B	66.45	398 Lots	181 Lots	-217 Lots
Phase 3	57.30	401 RVs	161 Lots	+161 Lots
Phase 4	50.50	353 RVs	68 Lots	+68 Lots
Totals	354.49	1,635 Lots & 754 RVs	957 Lots	-678 Lots

Another unique key component to the development is incorporating the historical mine quarry area, which for several years has been inactive and the entertainment venue including an outdoor amphitheater which also in recent years has been inactive. The area is now proposed to be repurposed for this proposed PUD project as both an active and passive recreation area for the Crystal Ridge development. Approximately 24 acres will be retained in its natural state as the Quarry area for the recreation use for the residents of Crystal Ridge.

Crystal Ridge is planned to be constructed in Phases. **Table 2.0** below provides the planned phasing schedule. Nothing herein prohibits multiple phases to be developed simultaneously. The phase schedule provides the time limit from the date of the PUD approval, to either file a Site Development Plan or Preliminary Plat application to avoid the PUD becoming null and void. This schedule provides a more practical and probable development schedule for the size and number of lots planned for this development.

Table 2.0 Phasing Schedule

Development Phase Identification	Proposed Number of Lots	Phase Schedule
Phase 1	232	5 Years
Phase 2A	315	10 Years
Phase 2B	181	20 Years
Phase 3	161	10 Years
Phase 4	68	15 Years
Totals	957	

Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

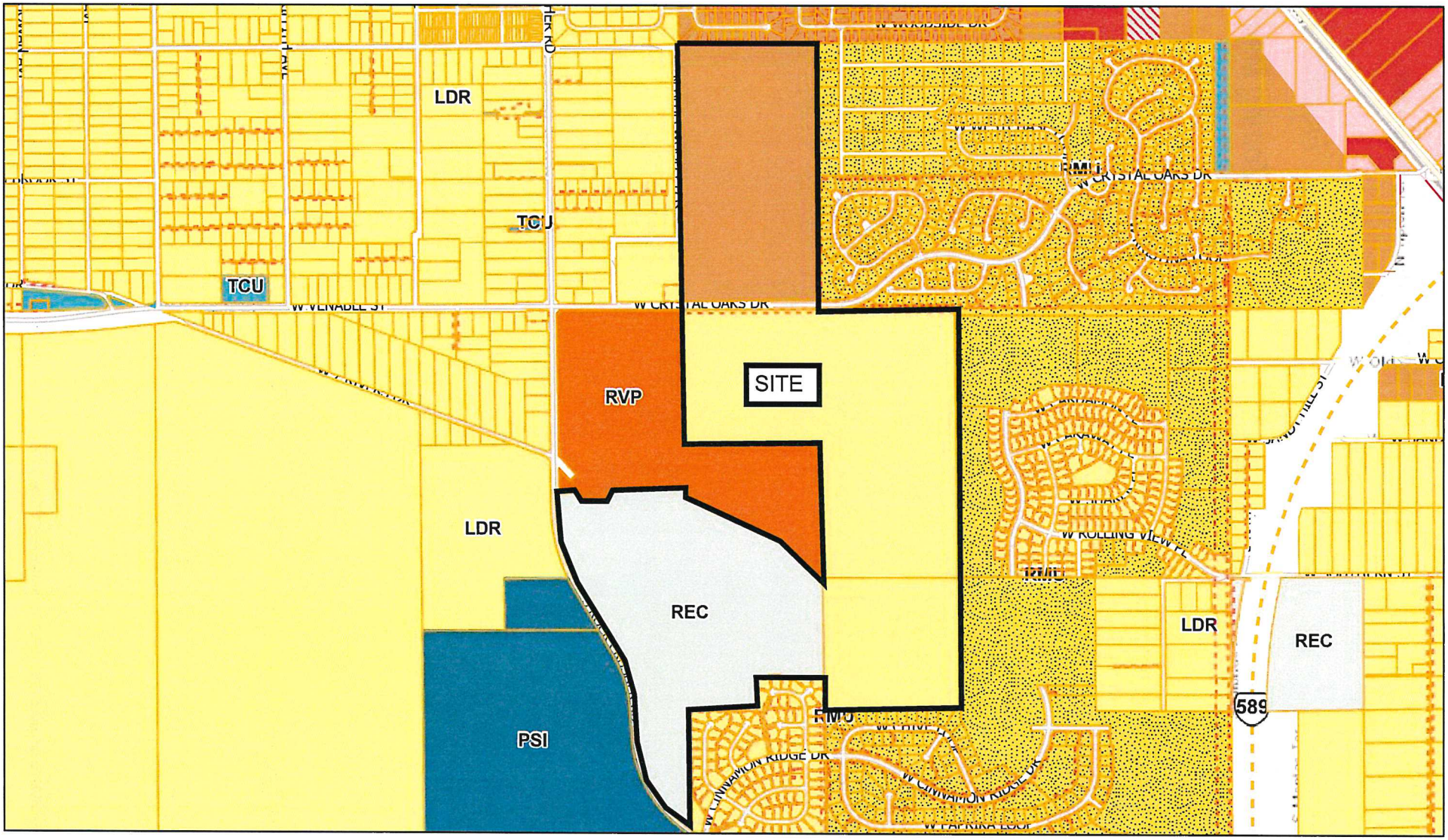
FIGURE 2

GFLUM Map

Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

Citrus County GFLUM Map

FIGURE 2.0



5/25/2021, 4:10:08 PM

Easements

Lots

1:18,056

0 0.13 0.25 0.5 mi

0 0.2 0.4 0.8 km

Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community

Citrus County GIS Division

Esri, HERE, Garmin, INCREMENT P, USGS, METI/NASA, EPA, USDA |

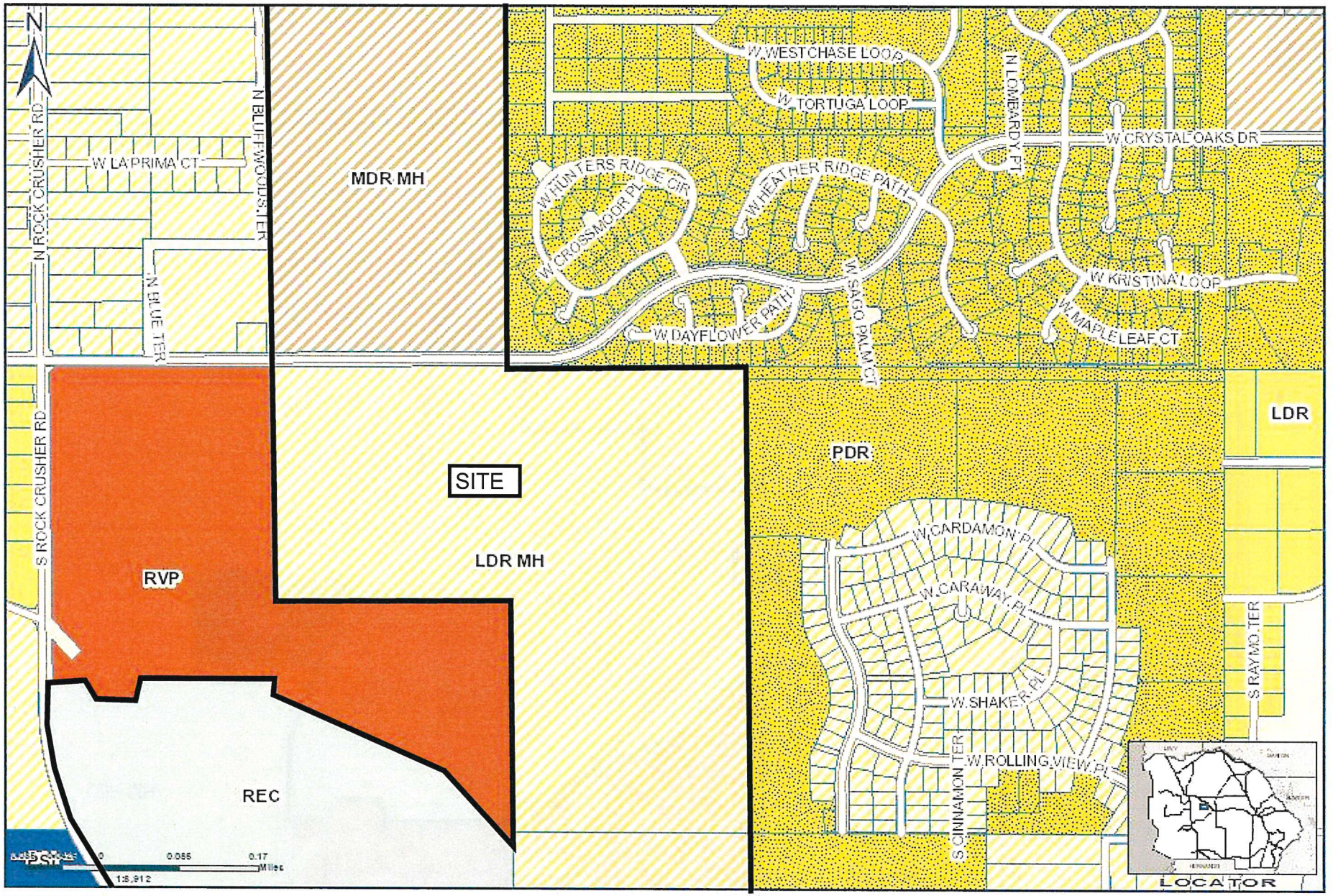
FIGURE 3

LDC / Zoning Map

Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

CITRUS COUNTY ZONING MAP

FIGURE 3-A



ZONING MAP

Geographic Information Systems

Prepared By : Web User

Date: 5/25/2021

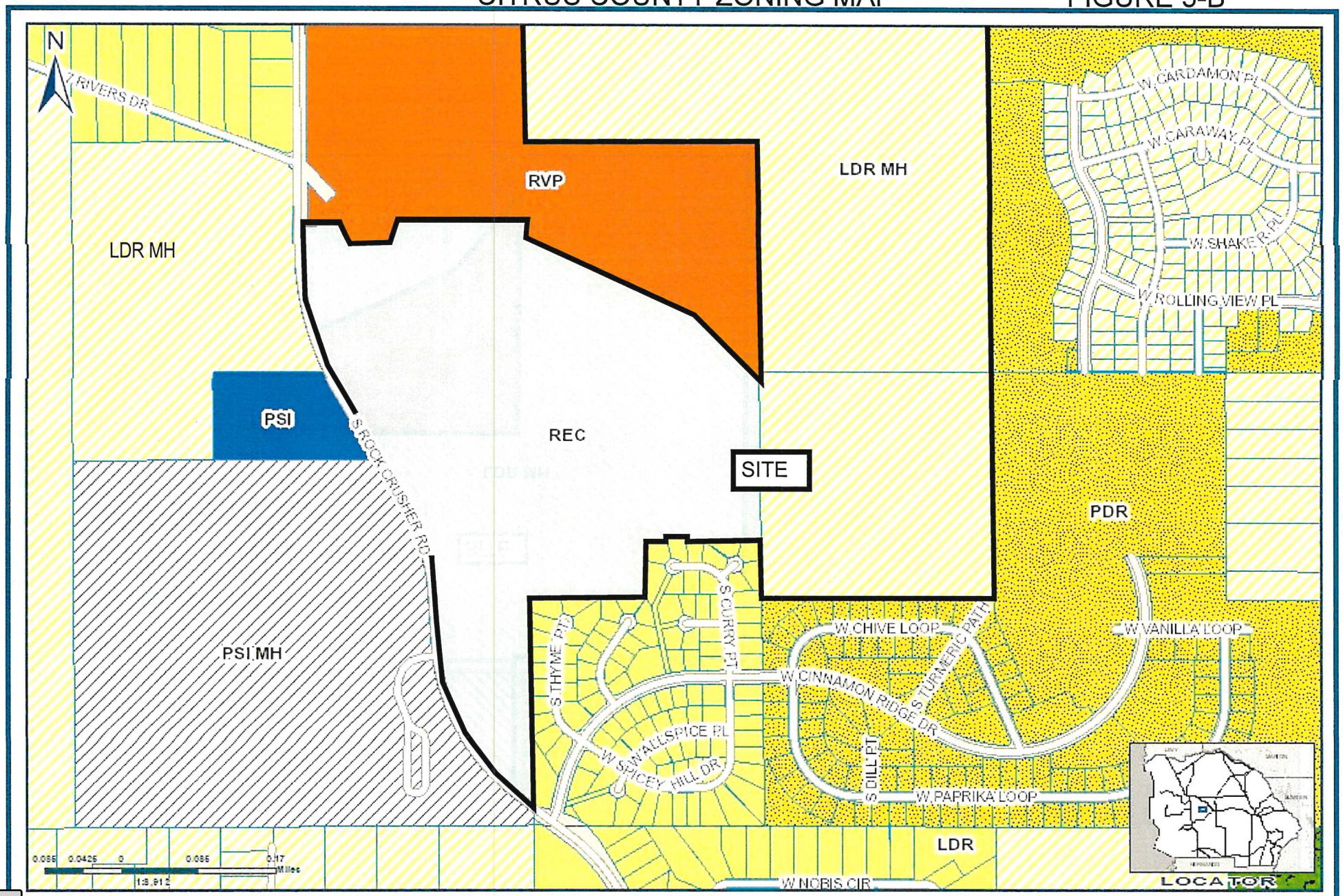
Source: Enterprise Geodatabase

Cynthia Stockham
Director

Copyright © 2014 Citrus County BOCC

CITRUS COUNTY ZONING MAP

FIGURE 3-B



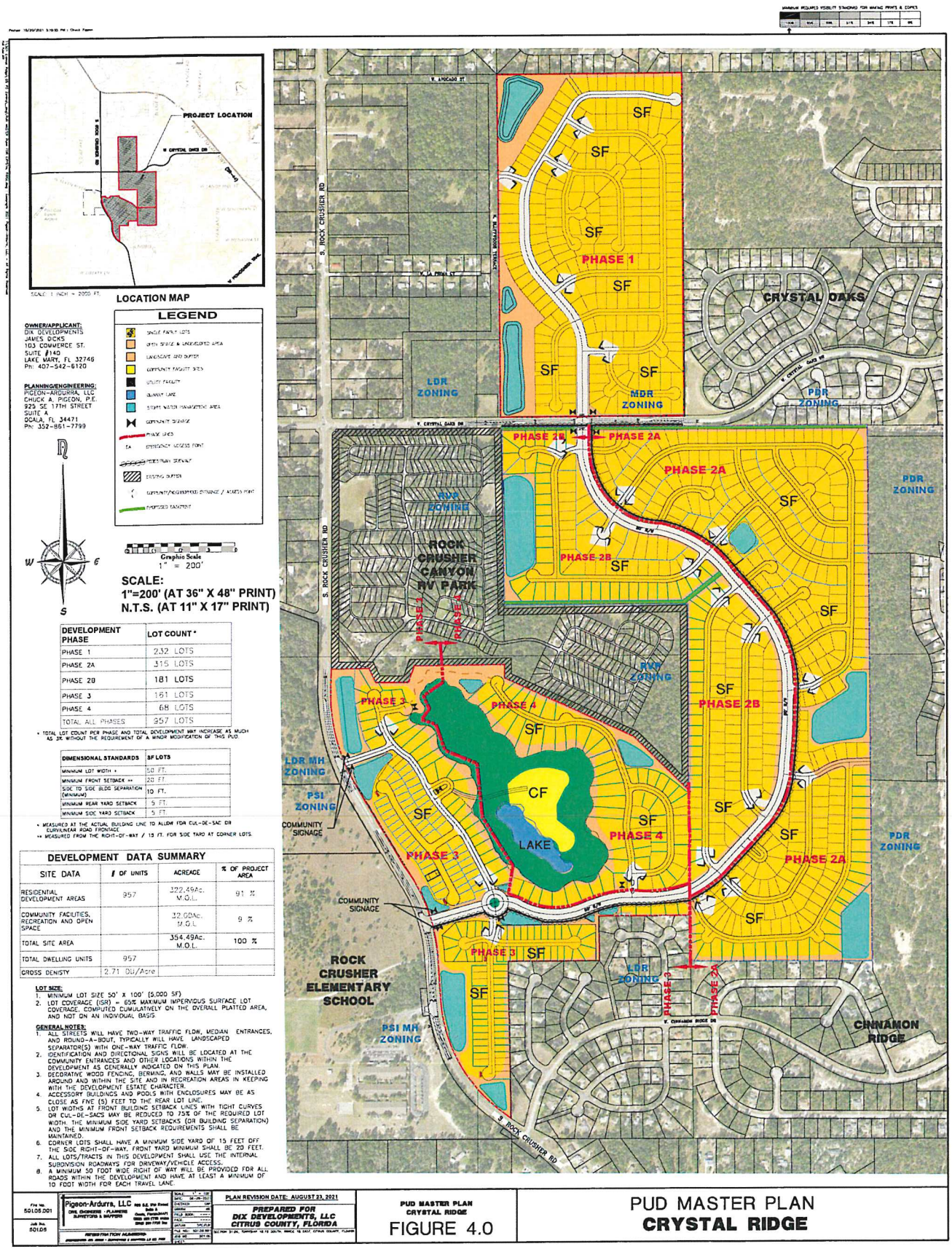
	ZONING MAP	Geographic Information Systems Prepared By : Web User Date: 5/25/2021 Source: Enterprise Geodatabase

FIGURE 4

2021 PUD Master Plan (Reduced Size)

Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

PUD MASTER PLAN FIGURE 4.0



DEVELOPMENT PHASE	LOT COUNT *
PHASE 1	232 LOTS
PHASE 2A	315 LOTS
PHASE 2B	181 LOTS
PHASE 3	161 LOTS
PHASE 4	68 LOTS
TOTAL ALL PHASES	957 LOTS

* TOTAL LOT COUNT PER PHASE AND TOTAL DEVELOPMENT MAY INCREASE AS MUCH AS 3% WITHOUT THE REQUIREMENT OF A MINOR MODIFICATION OF THIS PUD.

DIMENSIONAL STANDARDS	SF LOTS
MINIMUM LOT WIDTH *	50 FT.
MINIMUM FRONT SETBACK **	20 FT.
SIDE TO SIDE BLDG SEPARATION (MINIMUM)	10 FT.
MINIMUM REAR YARD SETBACK	5 FT.
MINIMUM SIDE YARD SETBACK	5 FT.

* MEASURED AT THE ACTUAL BUILDING LINE TO ALLOW FOR CUL-DE-SAC OR CURVILINEAR ROAD FRONTAGE
** MEASURED FROM THE RIGHT-OF-WAY / 15 FT. FOR SIDE YARD AT CORNER LOTS.

DEVELOPMENT DATA SUMMARY

SITE DATA	# OF UNITS	ACREAGE	% OF PROJECT AREA
RESIDENTIAL DEVELOPMENT AREAS	957	322.49Ac. M.O.L.	91 %
COMMUNITY FACILITIES, RECREATION AND OPEN SPACE		32.00Ac. M.O.L.	9 %
TOTAL SITE AREA		354.49Ac. M.O.L.	100 %
TOTAL DWELLING UNITS	957		
GROSS DENISTY	2.71 DU/Acre		

LOT SIZE:
1. MINIMUM LOT SIZE 50' x 100' (5,000 SF)
2. LOT COVERAGE (ISR) = 65% MAXIMUM IMPERVIOUS SURFACE LOT COVERAGE, COMPUTED CUMULATIVELY ON THE OVERALL PLATTED AREA, AND NOT ON AN INDIVIDUAL BASIS.

GENERAL NOTES:
1. ALL STREETS WILL HAVE TWO-WAY TRAFFIC FLOW, MEDIAN ENTRANCES, AND ROUND-A-BOUT, TYPICALLY WILL HAVE LANDSCAPED SEPARATOR(S) WITH ONE-WAY TRAFFIC FLOW.
2. IDENTIFICATION AND DIRECTIONAL SIGNS WILL BE LOCATED AT THE COMMUNITY ENTRANCES AND OTHER LOCATIONS WITHIN THE DEVELOPMENT AS GENERALLY INDICATED ON THIS PLAN.
3. DECORATIVE WOOD FENCING, BERMING, AND WALLS MAY BE INSTALLED AROUND AND WITHIN THE SITE AND IN RECREATION AREAS IN KEEPING WITH THE DEVELOPMENT ESTATE CHARACTER.
4. ACCESSORY BUILDINGS AND POOLS WITH ENCLOSURES MAY BE AS CLOSE AS FIVE (5) FEET TO THE REAR LOT LINE.
5. LOT WIDTHS AT FRONT BUILDING SETBACK LINES WITH TIGHT CURVES, OR CUL-DE-SACS MAY BE REDUCED TO 75% OF THE REQUIRED LOT WIDTH. THE MINIMUM SIDE YARD SETBACKS (OR BUILDING SEPARATION) AND THE MINIMUM FRONT SETBACK REQUIREMENTS SHALL BE MAINTAINED.
6. CORNER LOTS SHALL HAVE A MINIMUM SIDE YARD OF 15 FEET OFF THE SIDE RIGHT-OF-WAY. FRONT YARD MINIMUM SHALL BE 20 FEET.
7. ALL LOTS/TRACTS IN THIS DEVELOPMENT SHALL USE THE INTERNAL SUBDIVISION ROADWAYS FOR DRIVEWAY/VEHICLE ACCESS.
8. A MINIMUM 50 FOOT WIDE RIGHT OF WAY WILL BE PROVIDED FOR ALL ROADS WITHIN THE DEVELOPMENT AND HAVE AT LEAST A MINIMUM OF 10 FOOT WIDTH FOR EACH TRAVEL LANE.

Pigeon-Ardurra, LLC — CIVIL ENGINEERS · PLANNERS · SURVEYORS & MAPPERS

PLAN REVISION DATE: AUGUST 23, 2021

PREPARED FOR DIX DEVELOPMENTS, LLC CITRUS COUNTY, FLORIDA

PUD MASTER PLAN CRYSTAL RIDGE FIGURE 4.0

PUD MASTER PLAN
CRYSTAL RIDGE

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CONSISTENCY WITH CITRUS COUNTY FUTURE LAND USE ELEMENT

Reference to Citrus County Comprehensive Plan Land Use Element.

1. Objective 17.2

   Associated Policies: 17.2.5. 17.2.7, 17.2.8 & 17.2.15

Response: This objective states the County desire to encourage development in the Planned Services Areas (PSA) particularly those properties with minimal environmental limitations and compatible land use with surrounding development.

This project is located within a PSA with all lots to be connected to central water and sewer. The project is also located where there are minimal environmental limitations. An environmental report was conducted at the site and included with this submittal.

The proposed residential subdivision project as proposed will complement the functional and compatible land use framework of the surrounding land uses. The property is surrounded by residential uses and will enhance the surrounding developments. This project is an infill development, and that will provide long term compatibility with the surrounding land uses.

Since the project will be served by central County water and sewer, which has the capacity to serve the proposed project, and for the other reasons stated above the amendment maintains consistency with the objective and associated policies.

2. Objective 17.3

   Associated Policies: 17.3.1, 17.3.4 & 17.3.5

Response: The objective and policies address the range of residential densities and uses in the different land use districts. For the portions of the property designated MDR and LDR, by PUD these areas are allowed up to 8 du/acre and 6 du/acre respectively. The proposed community will have a proposed density of 957 du on 354 acres for a density of 2.7 du/ac. The project will also meet the County criteria for central water and sewer

Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

facilities and the County established standards for public facilities, access and suitability/capability.

The amendment meets consistency standards through the use of the PUD process.

3. Objective 17.5

   Associated Policies: 17.5.2-17.5.6

***Response:** The objective permits the innovative land use patterns of developments through the PUD process to promote the excellence in design, innovative land use design, and allow for the appropriate minimum lot sizes when the project is platted to meet the demands of today's market.*

The amendment maintains consistency with the objective through the use of the PUD process and the platting of all of the lots within the development.

Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

REQUEST FOR SPECIFIC PUD PROJECT DEVELOPMENT STANDARDS

1. The following specific changes are proposed to address the neighborhood standards as requested:

   Minimum Lot Size = 5000 SF (50' x 100') (No actual LDC Standard.)

   Lot Coverage (ISR)* = 65% maximum impervious surface lot coverage

   Minimum Setbacks (Measured from ROW)

	Proposed	Existing LDC Standard
Front** -	20 Ft.	25 Ft.
Side -	5 Ft.	5 Ft.
Rear-	5 Ft.	5 Ft.

   *computed cumulatively on the overall platted area, and not on an individual lot basis.

   **Except on Corner Lots, where the side front yard of 10' shall be permitted.

2. Request a modification from the distance for the intersection of Crystal Ridge Boulevard and W. Crystal Oaks Drive from intersection with S. Rock Crusher Road per LDC Section 7140, Table 7-1 . By code the distance required is 1,320' and the actual distance as proposed is 1900'. This is a function of where the property is located and also takes into account sight distance issues from an engineering perspective. Since W. Crystal Oaks Drive is considered a Minor Collector, the connection of Crystal Ridge Blvd. and W. Crystal Oaks Drive is considered a full median opening since Crystal Ridge Blvd. is proposed to continue through to the southern part of the development (even though there is no median within the right-of-way). The option of not lining-up the boulevard across W. Crystal Oaks Drive was discussed with staff and was not the preferred option for the County.

3. Request a modification of County standards (LDC Section 7140, Table 7-1) on the location of the round-about near the entrance of the development from S. Rock Crusher Road. (About 540' from S. Rock Crusher, where LDC requires 660 Ft). The round-a-bout function designed to operate as a non-stop (but yield) condition facility can be considered as a through street and not subject to vehicle backup or intersection turn sequencing conditions.

4. Alternative designs for cul-de-sacs are proposed from the provisions of LDC, (LDC Section 7730, "Standard Cul-de-Sac") to accommodate better lot layout.

Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

5. Request flexibility in the lot count from the provisions of LDC (LDC Section 4304 "Modification of a previously approved Planned Unit Development (PUD)" C. 1.), to increase by 3% in each phase without the requirement of a minor modification.

6. Request extension of development schedule from the provisions of LDC, (LDC Section 4303, "General Standard for PUD Developments", J.) to allow the PUD Phasing Schedule as proposed in Table 2.0 to extend the timeframe to file a site development plan or preliminary Plat application for up to 15 years or as shown in the table, whichever is sooner. The proposed phasing schedule is a more practical and probable development schedule for this community considering the size and number of lots planned for the development.

Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

III. NATURAL SITE CHARACTERISTICS

TOPOGRAPHY

The project area lies with the western limb of the Brooksville Ridge physiographic province. The project area is sloped with elevations that range from approximately 40' to 170' (NAVD88). Elevations steadily increase from a topographic low of 40' in the western portion of property to elevations in the range of 110 to 120 in the eastern portion of the development. A topographic high ridge at 170' is located in the southern portion of the project area east of the existing quarry. See **Figure 5** for an illustration of the "Topographic Map" of the property with an overlay of the proposed development phasing.

FLOODPLAINS

According to Panels 12017C0306E and 12017C0307D of the Federal Emergency Management Agency – Flood Insurance Rate Maps for Citrus County, Florida, dated January 15, 2021 and September 26, 2014 respectively, the vast majority of the project area falls with a Zone X (area of minimal flood risk) designation. See **Figure 6** for an illustration of a portion of the "FEMA Map" encompassing the property with the property boundaries delineated.

SOILS

According to the USDA / National Resource Conservation Service Soil Survey for Citrus County, for Phases 1 and 2 – eighty-five percent of the project area is Candler Fine Sand, 0-5% slopes. Phases 3 and 4 include all soil types and the pit area. The Soil Survey (USDA 1997) indicates that 8 Distinct Soil Units are present within the PUD property and include the following soil unit types:

Arredondo Fine Sand, 0-5% Slopes (ArB)
Candler Fine Sand, 0-5% Slopes (CaB)
Candler Fine Sand, 5-8% Slopes (CaC)
Lake Fine Sand, 0-5% Slopes
Sparr Fine Sand, 0-5% Slopes
Udorthents, 0-5% slopes

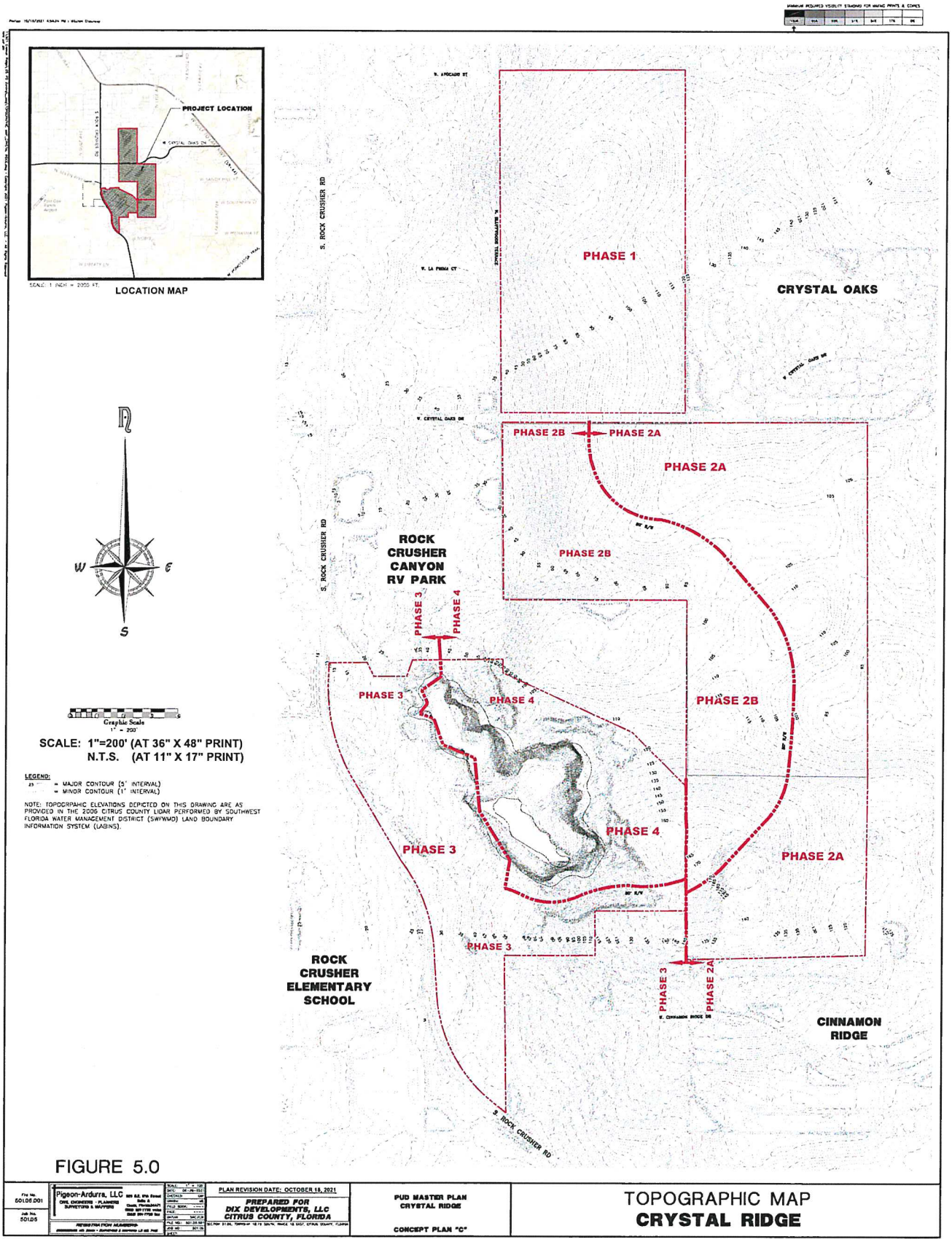
See **Figure 7**, SCS Soils Map from the USDA Soils Map with the property boundaries delineated.

FIGURE 5

Topographical Map

Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

TOPOGRAPHIC MAP FIGURE 5.0



Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

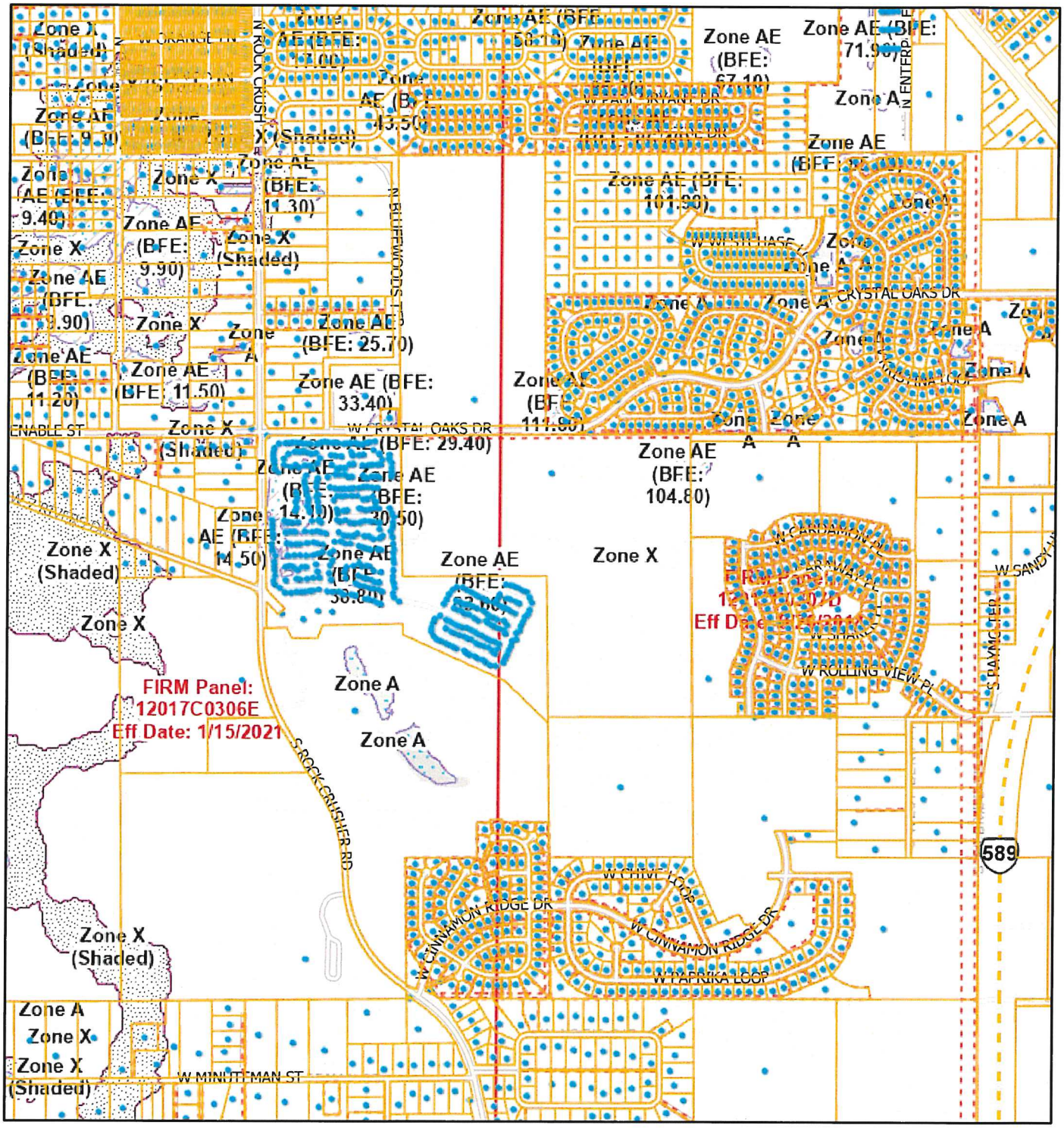
FIGURE 6

FEMA Maps

Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

FEMA FLOOD MAP FIGURE 6.0

Citrus County Web Map



10/19/2021, 6:52:50 PM

1:18,056

0 0.13 0.25 0.5 mi

0 0.2 0.4 0.8 km

- Easements
- Address Points
- Lots
- Flood Hazard Boundary 2021

Flood Hazard Area 2021

- Flood Zone X (Shaded) - Not a Special Flood Hazard Area (SFHA)
- Flood Zone A - SFHA

Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community

Esri, HERE, Garmin, INCREMENT P, USGS,

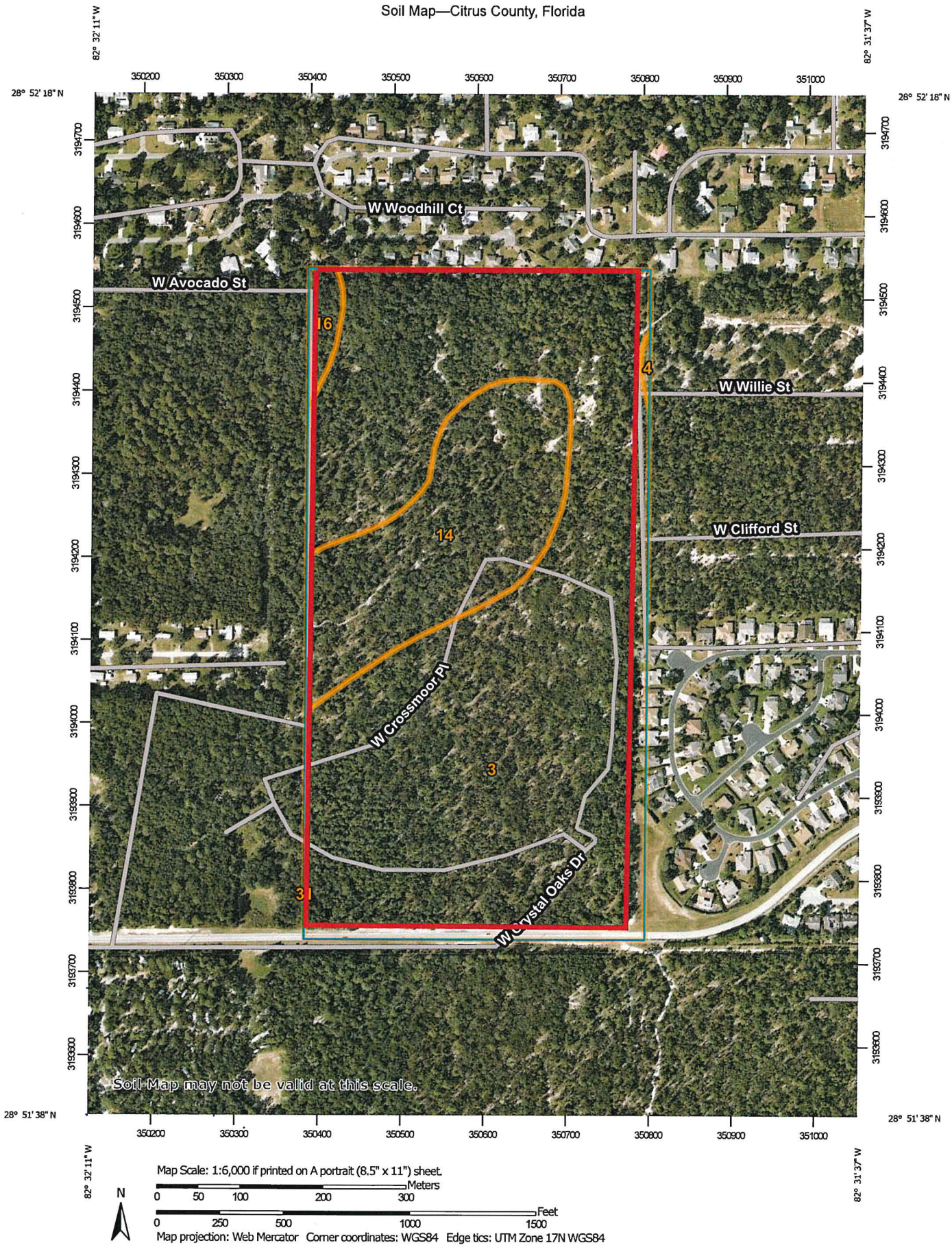
Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

FIGURE 7

SCS Soils Map

Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

SCS SOILS MAP FIGURE 7A



Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

MAP LEGEND

Area of Interest (AOI)
- Area of Interest (AOI)

Soils
- Soil Map Unit Polygons
- Soil Map Unit Lines
- Soil Map Unit Points

Special Point Features
- Blowout
- Borrow Pit
- Clay Spot
- Closed Depression
- Gravel Pit
- Gravelly Spot
- Landfill
- Lava Flow
- Marsh or swamp
- Mine or Quarry
- Miscellaneous Water
- Perennial Water
- Rock Outcrop
- Saline Spot
- Sandy Spot
- Severely Eroded Spot
- Sinkhole
- Slide or Slip
- Sodic Spot
- Spoil Area
- Stony Spot
- Very Stony Spot
- Wet Spot
- Other
- Special Line Features

Water Features
- Streams and Canals

Transportation
- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

Background
- Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Citrus County, Florida
Survey Area Data: Version 21, Aug 26, 2021

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Oct 18, 2018—Feb 8, 2019

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

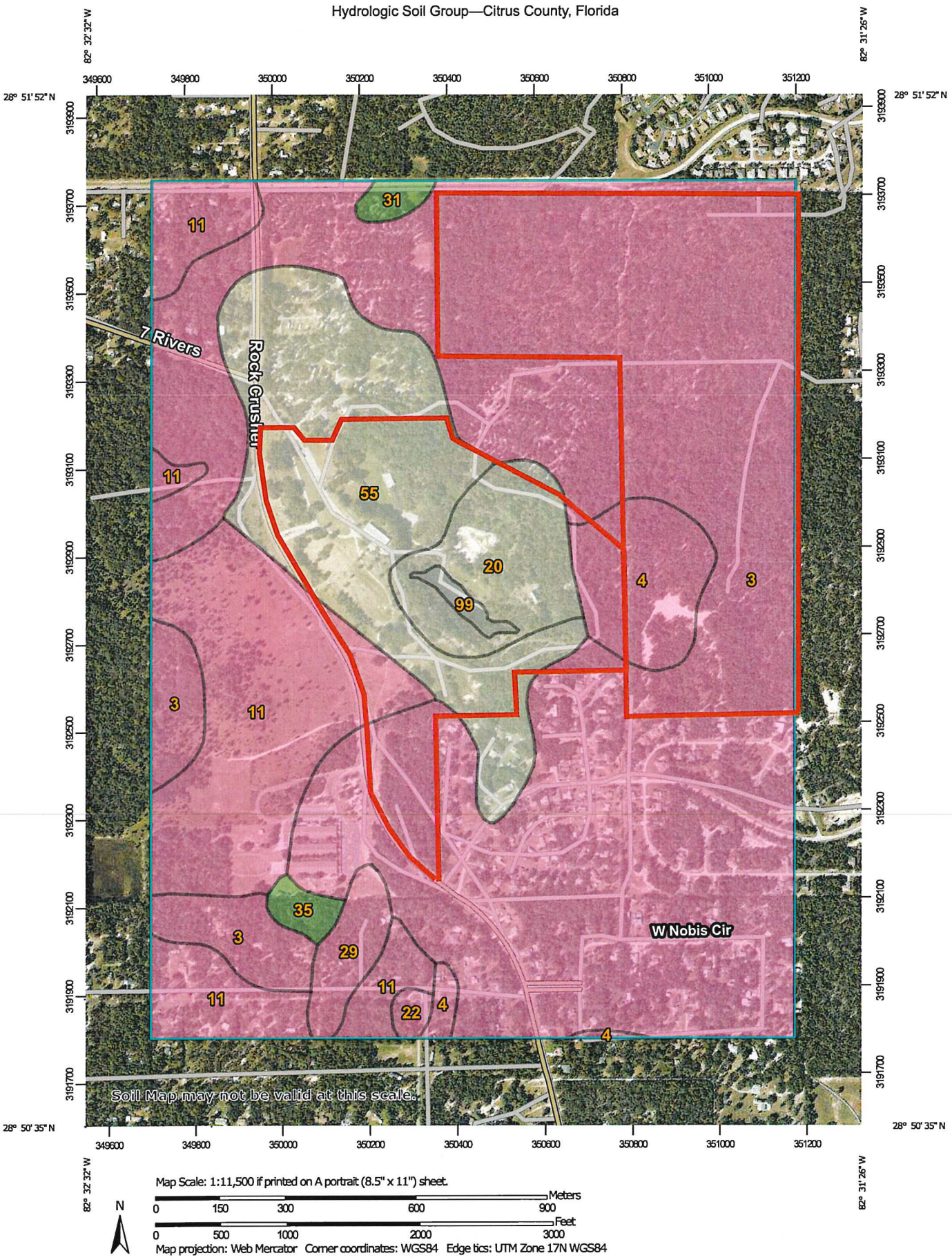
Packet Pg. 689
T.1.c
Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
3	Candler fine sand, 0 to 5 percent slopes	64.9	79.0%
4	Candler fine sand, 5 to 8 percent slopes	0.2	0.2%
14	Lake fine sand, 0 to 5 percent slopes	15.9	19.3%
16	Arredondo fine sand, 0 to 5 percent slopes	1.2	1.5%
31	Sparr fine sand, 5 to 8 percent slopes	0.0	0.0%
Totals for Area of Interest		**82.1**	**100.0%**

Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

SCS SOIL MAP FIGURE 7 B



USDA Natural Resources Conservation Service

Web Soil Survey
National Cooperative Soil Survey

Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

MAP LEGEND

Area of Interest (AOI)
- Area of Interest (AOI)

Soils

Soil Rating Polygons
- A
- A/D
- B
- B/D
- C
- C/D
- D
- Not rated or not available

Soil Rating Lines
- A
- A/D
- B
- B/D
- C
- C/D
- D
- Not rated or not available

Soil Rating Points
- A
- A/D
- B
- B/D
- C
- C/D
- D
- Not rated or not available

Water Features
- Streams and Canals

Transportation
- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

Background
- Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Citrus County, Florida
Survey Area Data: Version 21, Aug 26, 2021

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Oct 18, 2018—Feb 8, 2019

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

Hydrologic Soil Group

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
3	Candler fine sand, 0 to 5 percent slopes	A	426.7	59.8%
4	Candler fine sand, 5 to 8 percent slopes	A	27.2	3.8%
11	Tavares fine sand, 0 to 5 percent slopes	A	107.9	15.1%
20	Pits		29.8	4.2%
22	Quartzipsamments, 0 to 5 percent slopes	A	2.2	0.3%
29	Astatula fine sand, 0 to 5 percent slopes	A	10.2	1.4%
31	Sparr fine sand, 5 to 8 percent slopes	A/D	3.1	0.4%
35	Sparr fine sand, 0 to 5 percent slopes	A/D	3.9	0.6%
55	Udorthents, 0 to 5 percent slopes		100.5	14.1%
99	Water		2.5	0.4%
Totals for Area of Interest			**714.1**	**100.0%**

Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

Description

Hydrologic soil groups are based on estimates of runoff potential. Soils are assigned to one of four groups according to the rate of water infiltration when the soils are not protected by vegetation, are thoroughly wet, and receive precipitation from long-duration storms.

The soils in the United States are assigned to four groups (A, B, C, and D) and three dual classes (A/D, B/D, and C/D). The groups are defined as follows:

Group A. Soils having a high infiltration rate (low runoff potential) when thoroughly wet. These consist mainly of deep, well drained to excessively drained sands or gravelly sands. These soils have a high rate of water transmission.

Group B. Soils having a moderate infiltration rate when thoroughly wet. These consist chiefly of moderately deep or deep, moderately well drained or well drained soils that have moderately fine texture to moderately coarse texture. These soils have a moderate rate of water transmission.

Group C. Soils having a slow infiltration rate when thoroughly wet. These consist chiefly of soils having a layer that impedes the downward movement of water or soils of moderately fine texture or fine texture. These soils have a slow rate of water transmission.

Group D. Soils having a very slow infiltration rate (high runoff potential) when thoroughly wet. These consist chiefly of clays that have a high shrink-swell potential, soils that have a high water table, soils that have a claypan or clay layer at or near the surface, and soils that are shallow over nearly impervious material. These soils have a very slow rate of water transmission.

If a soil is assigned to a dual hydrologic group (A/D, B/D, or C/D), the first letter is for drained areas and the second is for undrained areas. Only the soils that in their natural condition are in group D are assigned to dual classes.

Rating Options

Aggregation Method: Dominant Condition

Component Percent Cutoff: None Specified

Tie-break Rule: Higher

Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

ENVIRONMENTAL ANALYSIS

A Phase 1 Environmental Assessment and a Biological Assessment study was conducted on the property to document the presence of listed species, wetlands, surface waters or other environmentally sensitive areas within / adjacent to the project limits in advance of proposed construction activities and address potential impacts to those resources. The study was conducted in two parts. The first study covered 246 Acres MOL and included parts 1,2, and 3 of the development. The second study covered the remaining acreage.

Part 1,2 & 3

Reference to "Biological Survey and Habitat Assessment – Crystal Ridge Phase 1, 2 and 3" prepared by Michael G. Czerwinski, P.A. Environmental Consultants. Map Exhibits for this study provided in the report Appendix A of "Biological Survey and Habitat Assessment".

For this study, the presence of one listed threatened / endangered species – the gopher tortoise was observed within or directly adjacent to the project limits. According to the assessment, the project is unlikely to adversely affect any additional listed species based on the findings of the field assessment and the habitat documented in and directly adjacent to the project area. Since a large population of gopher tortoises is confirmed to be present on-site, a gopher tortoise survey must be conducted for each phase of construction, and tortoises present permitted for and relocated in advance of clearing or other ground disturbance activities preceding with a phase of development.

No wetlands / other surface waters were identified within the Part 1, 2 and 3 project area. From the SWFWMD 2017 mapping of "Land Use and Land Cover", approximately 85% of the project area is comprised on Longleaf Pine – Xeric Oak habitat and is entirely upland. Approximately 10% of the project area is comprised of Upland Hardwood – Coniferous Mix habitat and is entirely upland. Approximately 5% of the project area is comprised of Tree Plantation and is entirely upland. A more expanded review of the on-site field assessment including a discussion of on-site wildlife is presented in the **Appendix E**.

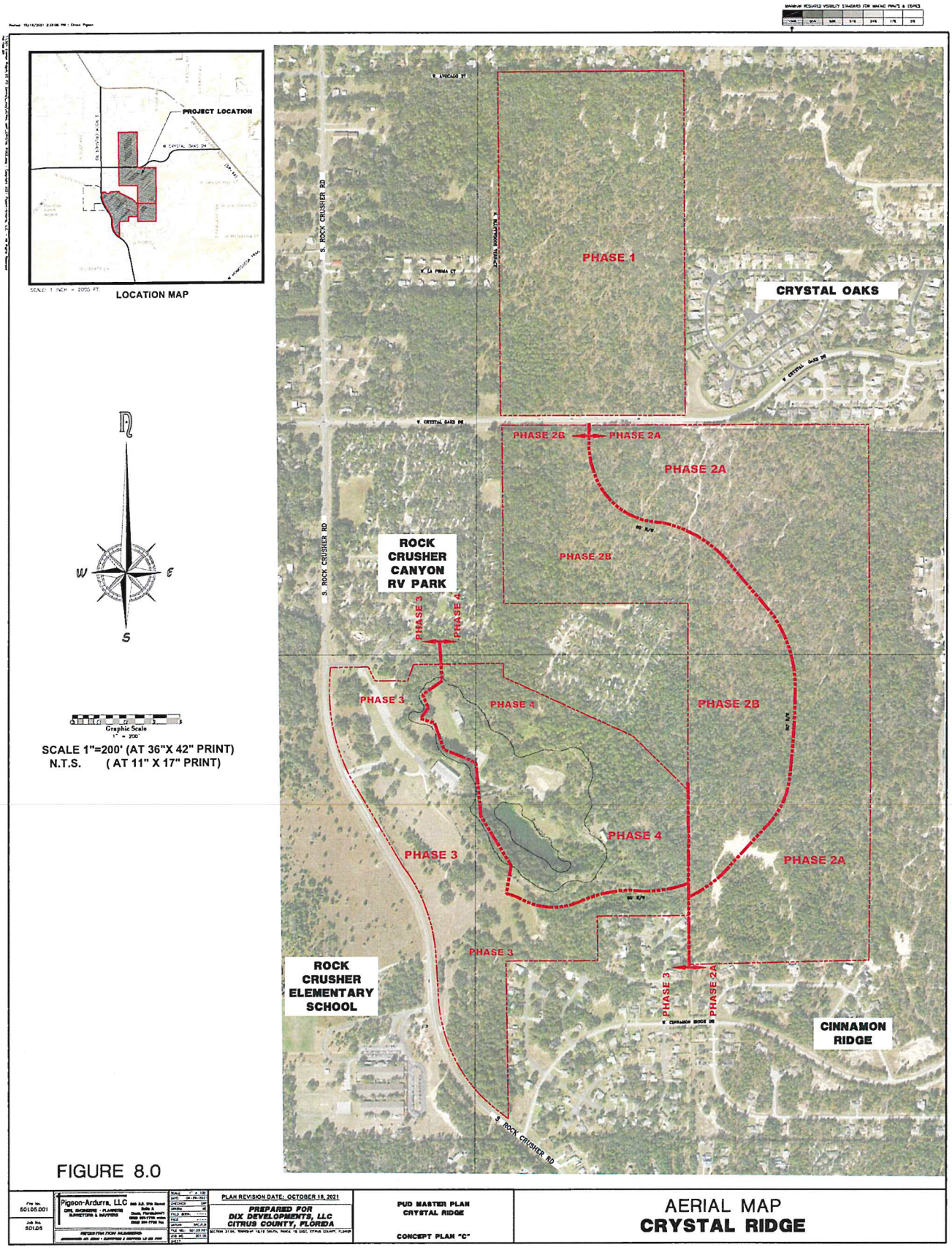
Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

FIGURE 8

Aerial Photo Map

Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

AERIAL MAP FIGURE 8.0



Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

IV. INFRASTRUCTURE

INTRODUCTION

The primary infrastructure improvements in the Crystal Ridge Community will include private roads and stormwater management system, and public utility service including sanitary sewer service and drinking water service. All infrastructure will be designed and built to meet or exceed the standards as specified in the Citrus County Land Development Code (LDC).

ROADWAYS AND PEDESTRIAN FACILITIES

The project will be served by an internal network of roadway facilities designed to meet or exceed all County requirements. All roadways within the proposed Crystal Ridge Development is intended to be privately owned and maintained through a Master Homeowner's Association or Community development District (CDD) and will consist of curb and gutter road sections. As may be seen on the PUD Master Development Plan, all roadways are in conformance with the standards for right-of-way from the Land Development Code, including both neighborhood minor collector and neighborhood streets.

An 80' right-of-way (ROW) curvilinear minor collector is planned to wind through the development and connect the different phases of the development. It will cross W. Crystal Oak Drive approximately 1,900' from S. Rock Crusher Road. This main boulevard will have 12' wide travel lanes and a 7' wide pedestrian sidewalk along one side of the roadway. Near the south entrance into the community from S. Rock Crusher Road, a round-a-bout is planned and will be designed in accordance with FDOT standards and to accommodate emergency vehicles and truck traffic access. Only a small number of lots rely on driveway access and frontage onto the minor collector roadway for access as a majority of the community only have access onto the secondary neighborhood residential streets.

All of the other neighborhood roadway are planned with 10 foot wide travel lanes within a 50 foot wide right-of-ways and include several cul-de-sacs. **Figures 9** illustrates the

Typical Roadway Section in compliance with the Citrus County Land Development Code. The internal road network is designed to minimize traffic within the subdivision between different parts of the subdivision and create neighborhood pockets and blocks for quiet community areas. An alternative cul-de-sac type section is proposed to accommodate an efficient lot layout and better driveway access to the roadway.

Emergency access rights-of-ways are proposed to be platted, but not necessarily paved, to allow emergency access connection to N. Bluffwoods Terrace on the west side of Phase 1, and an extension to the east into Cinnamon Ridge. A stabilized base accommodating an 85,000 lb. vehicle loading is to be installed with fencing or other appropriate control structure which could be crashed or knox box controlled if an emergency need arose and access is needed.

Traffic Impact Analysis

A "Traffic Operations Study" was conducted for the Crystal Ridge Development to assess the traffic impact at intersections of the planned development. The project has three proposed primary access points, one along W. Crystal Oaks Drive and two along S. Rock Crusher Road. The traffic analysis is based on the full build-out of the PUD community by the year 2030. From the Functional Classification of roadways in Citrus County: W. Crystal Oaks Drive is classified as a Major Collector – Urban; S. Rock Crusher Road is classified and a Major Collector – Urban.

The three project access points were evaluated to determine if auxiliary left-turn or right-turn lanes would be recommended based on the projected traffic volumes. The results of this analysis indicated that auxiliary major street left-turn lanes are recommended for each of the access project driveways. For auxiliary right-turn lanes, the results of the analysis indicated that for the W. Crystal Oaks Drive intersection and the southern-most intersection on S. Rock Crusher Road auxiliary right-turn lanes would be recommended. The level of service for both W. Crystal Oaks Drive and S. Rock Crusher Road were estimated to continue to operate at LOS C for the adjacent roadway segment at build-out of the Project. The full analysis of traffic volumes, turn lane and intersection control recommendations is provided in **Appendix D**.

Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

STORMWATER MANAGEMENT

Roadways and drainage areas for this project shall be maintained as private roads and stormwater management areas, owned and operated by the Master Homeowner's Association or possibly a Community Development District. Stormwater runoff will be conveyed to drainage retention areas by means of storm sewer systems and overland flow. The Stormwater Management System for Crystal Ridge Development will meet Citrus County Land Development Code and Southwest Florida Water Management District (SWFWMD) requirements. In accordance with the Citrus County Land Development Code no surface water shall be channeled or directed into sanitary sewers. Crystal Ridge Development will be designed to treat for water quality and to either capture or attenuate the 100-year 24-hour storm event as set forth by SWFWMD and County design criterion.

Land Use – Residential Units	Level of Service
Single Family (957 Lots)	25 Yr/24 Hr Storm Event Pre-Post Rate
	100 Yr/24 Hr Storm Event Pre-Post Volume

POTABLE WATER SUPPLY

Crystal Ridge Development will be serviced by an extension and looping of the central water system in the area and will receive public water supply service from Citrus County Water Resources Utilities Division. The potable water supply will be provided through the existing Citrus County water system via connection to existing 12" water mains that runs along W. Crystal Oaks Drive and S. Rock Crusher Road. A 12-inch water main tap and service meter connection into existing utility pipeline will provide daily public drinking water and available water supply capacity and pressure to meet the Land Development Code requirements for community uses and fire suppression. All facilities will be designed and constructed in accordance with FDEP, AWWA, and Citrus County standards. The planned on-site water distribution system will be designed in accordance with the standards of Citrus County including water main sizing to accommodate fire flow with fire hydrants located so that no building will be further than 500 feet from the nearest hydrant. The on-site water distribution system will be dedicated to Citrus County.

Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

The current capacity of the Charles Black Water Treatment Plant is 14.544 million gallons per day based on annual average daily flow and the County system currently has adequate reserve capacity for the planned future use of the Site.

Projected Potable Water Demand & Level Of Service

Land Use	Water Demand
Single Family (957 Lots)	418,688 gpd

Level of Service:

Based on Citrus County Code of Ordinances Article II Section 102-36:
For Single Family Lots: GPD – Gallons Per Day (average) Per Person is 125 Gallons. Based on 3.5 persons per household. Average daily domestic flow per lot is calculated as 438 gallons per day per Lot.

The planned project site would be served by the Citrus County Water Resources Utilities Division that has the ability and capacity to serve the proposed project. Maximum Day Peak Hourly Potable Water Demand Rate will be approximately 727 gpm. All new water system infrastructure shall be designed and tested for a 150 psi test pressure.

WASTEWATER SERVICE

Crystal Ridge Development project will be served by a central sewer collection system with wastewater treatment service provided from the County's Meadowcrest Wastewater Treatment Facility. The sewer system will be designed in accordance with the Florida Department of Environmental Protection (FDEP) rules and regulations. On-site wastewater collection system components, including gravity sewer, force main piping, precast concrete manholes, lift stations and related sewer system appurtenances will be dedicated to Citrus County. The wastewater generated from the development will gravity flow to an existing manhole on W. Crystal Oaks Drive where it will connect into Citrus County's existing sewer system. Development areas along S. Rock Crusher Road will collect wastewater vis gravity sewer mains and into a new local pump station. Sewer from this part of the development will then pumped via on-site lift stations to a county connection point on W. Rock Crusher Road. All pump stations and pumping equipment will be located and constructed to Citrus County standards.

Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

Projected Wastewater Generation & Level Of Service

Land Use	Wastewater Flow
Single Family (957 Lots)	251,213 gpd

Level of Service:

Based on Citrus County Code of Ordinances Article II Section 102-36:
For Single Family Lots: GPD – Gallons Per Day (average) Per Person is 75 Gallons. Based on 3.5 persons per household. Average daily domestic flow per lot is calculated as 263 gallons per day per Lot.

The current capacity of the Meadowcrest Wastewater Treatment Facility is 2.0 million gallons per day. Based on annual average daily flow and the County system currently has adequate reserve capacity for the planned future use of the Site.

SOLID WASTE SERVICE

Crystal Ridge Development will require solid waste collection and is planned to be served through locally licensed solid waste collection service companies. Solid waste generated from the development is planned to be transported and disposed through the services provided by Citrus County Central Landfill. Routine collection by a local solid waste collection company is available to the development.

Projected Solid Waste Generation & Level Of Service

Land Use	Solid Waste
Single Family (957 Lots)	2,613 Tons / year

Level of Service:

For Single Family Lots: Solid Waste generated is 4.3 lbs/day/capita assuming 3.5 people per Lot per Citrus County Comprehensive Plan Solid Waste Sub-element.

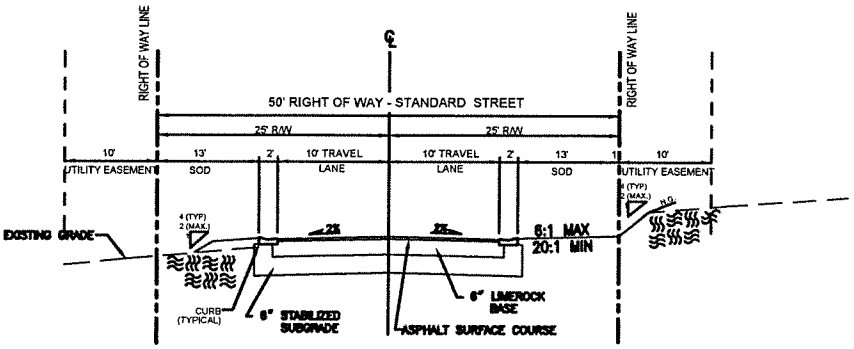
The County Landfill has sufficient capacity to provide service to the proposed project.

Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

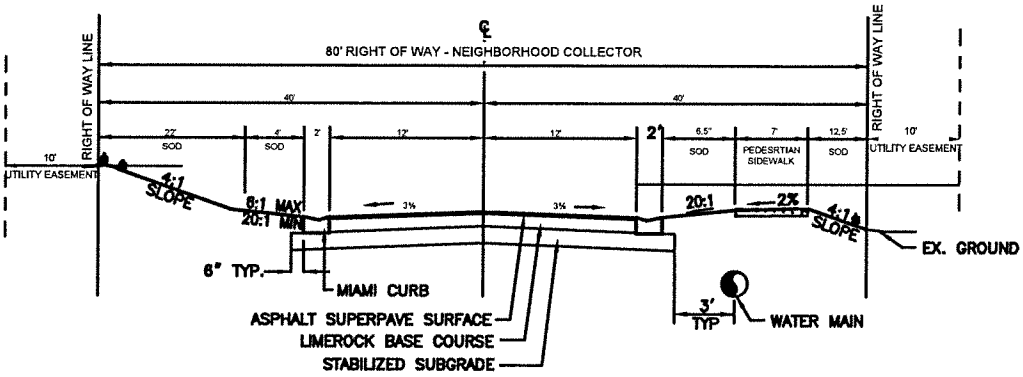
FIGURE 9

Roadway Typical Sections

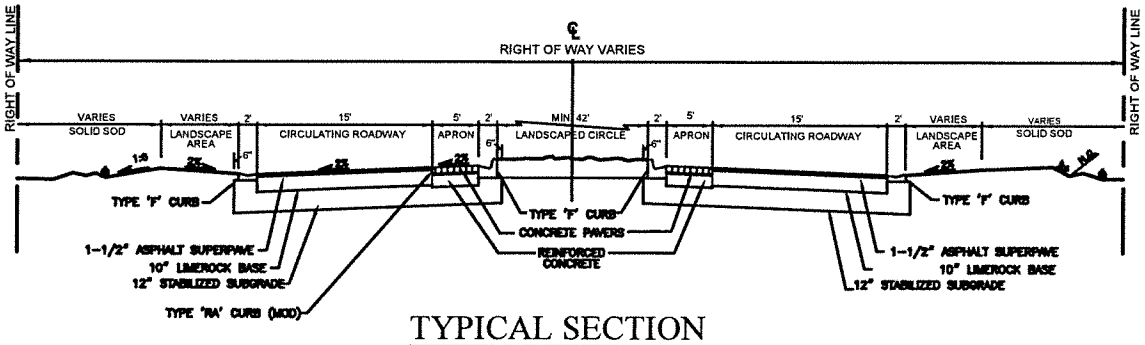
Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)



TYPICAL ROADWAY SECTION
NEIGHBORHOOD ROADWAY
N.T.S.



TYPICAL ROADWAY SECTION
NEIGHBOHOOD COLLECTOR
N.T.S.



TYPICAL SECTION
ROADWAY
ROUNDABOUT
N.T.S.

	FIGURE 9.0	TYPICAL ROADWAY SECTIONS CRYSTAL RIDGE CITRUS COUNTY, FLORIDA SECTION 31,06, TOWNSHIP 18,19 SOUTH, RANGE 18 EAST CITRUS COUNTY, FLORIDA

Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

APPENDIX A

Legal Descriptions of Property

Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

PIGEON-ARDURRA, LLC

OCTOBER 19, 2021

CRYSTAL RIDGE
ACQUISITION PARCEL "A"

DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF PARCEL 5 OF THE LANDS DESCRIBED IN EXHIBIT "A" OF THE TRUSTEE'S WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 1549, AT PAGE 1519, OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, LYING IN SECTION 31, TOWNSHIP 18 SOUTH, RANGE 18 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

"THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 18 SOUTH, RANGE 18 EAST."

LESS AND EXCEPT A PORTION OF THE LANDS DESCRIBED IN EXHIBIT "A" OF THE WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 881, AT PAGE 218, OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

"THE SOUTH 80 FEET OF THE E 1/2 OF THE W 1/2 OF THE SW 1/4 AND THE SOUTH 80 FEET OF THE W 1/2 OF THE W 1/2 OF THE SW 1/4 ALL BEING IN SECTION 31, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA."

REFER TO THE BOUNDARY SURVEY BY ARDURRA GROUP, INC., DOING BUSINESS AS PIGEON-ARDURRA, LLC (STATE OF FLORIDA LICENSED BUSINESS NO. 2610), PROJECT NO. 21-501.05, FILE NO. 501.05.002, DATED OCTOBER 20, 2021, FOR THE SKETCH OF THE DESCRIPTION.

925 S.E. 17th Street, Suite A
Ocala, FL 34471
Ph: 352-861.7799
Fax: 352-861.7709

Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

PIGEON-ARDURRA, LLC

OCTOBER 19, 2021

CRYSTAL RIDGE
ACQUISITION PARCEL "B"

DESCRIPTION

A PARCEL OF LAND IDENTIFIED AS PARCEL 7 OF THE LANDS DESCRIBED IN EXHIBIT "A" OF THE TRUSTEE'S WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 1549, AT PAGE 1519, OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, LYING IN SECTION 6, TOWNSHIP 19 SOUTH, RANGE 18 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 19 SOUTH, RANGE 18 EAST; AND THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 19 SOUTH, RANGE 18 EAST.

REFER TO THE BOUNDARY SURVEY BY ARDURRA GROUP, INC., DOING BUSINESS AS PIGEON-ARDURRA, LLC (STATE OF FLORIDA LICENSED BUSINESS NO. 2610), PROJECT NO. 21-501.05, FILE NO. 501.05.002, DATED OCTOBER 20, 2021, FOR THE SKETCH OF THE DESCRIPTION.

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Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

PIGEON-ARDURRA, LLC

OCTOBER 19, 2021

CRYSTAL RIDGE
ACQUISITION PARCEL "C"

DESCRIPTION

THE PARCEL OF LAND DESCRIBED IN THE QUIT-CLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 2941, AT PAGE 1973, AND AS DESCRIBED IN THE WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 1182, AT PAGE 928, ALL OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, LYING IN SECTION 6, TOWNSHIP 19 SOUTH, RANGE 18 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

"THE NORTHEAST 1/4 OF SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 19 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA.

TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS AS DESCRIBED IN SPECIAL TRUSTEES WARRANTY DEED DATED, JULY 2, 1980 AND RECORDED IN OFFICIAL RECORDS BOOK 560, PAGE 711, PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA."

REFER TO THE DRAWING BY ARDURRA GROUP, INC., DOING BUSINESS AS PIGEON-ARDURRA, LLC (STATE OF FLORIDA LICENSED BUSINESS NO. 2610), PROJECT NO. 21-501.05, FILE NO. 501.05.003, DATED OCTOBER 20, 2021, FOR THE SKETCH OF THE DESCRIPTION.

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Ocala, FL 34471
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Fax: 352-861.7709

Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

PIGEON-ARDURRA, LLC

OCTOBER 19, 2021

CRYSTAL RIDGE
ACQUISITION PARCEL "D"

DESCRIPTION

PARCEL "B" AS DESCRIBED IN THE BOUNDARY SURVEY MAP PREPARED PURSUANT TO MINOR SUBDIVISION APPLICATION NO. MSP-07-07, APPROVED JUNE 6, 2007, A COPY OF WHICH IS RECORDED IN OFFICIAL RECORDS BOOK 2243, AT PAGE 17, OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, LYING PARTIALLY IN SECTION 1, TOWNSHIP 19 SOUTH, RANGE 17 EAST AND LYING PARTIALLY IN SECTION 6, TOWNSHIP 19 SOUTH, RANGE 18 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

"A PARCEL OF LAND CONSISTING OF A PORTION OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 19 SOUTH, RANGE 17 EAST, CITRUS COUNTY, FLORIDA; A PORTION OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 1; A PORTION OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 19 SOUTH, RANGE 18 EAST, SAID CITRUS COUNTY AND A PORTION OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 6; SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF CINNAMON RIDGE UNIT 2, ACCORDING TO PLAT BOOK 12, PAGE 65 OF THE PUBLIC RECORDS OF SAID CITRUS COUNTY; THENCE ON THE BOUNDARIES THEREOF, RUN THE FOLLOWING FOUR COURSES: (1) SOUTH 89 DEGREES 37 MINUTES 48 SECONDS WEST, 678.52 FEET; (2) SOUTH 00 DEGREES 59 MINUTES 51 SECONDS EAST, 332.07 FEET; (3) SOUTH 89 DEGREES 41 MINUTES 24 SECONDS WEST, 678.39 FEET; (4) SOUTH 01 DEGREES 04 MINUTES 46 SECONDS EAST, 1161.79 FEET TO THE EASTERLY LINE OF ROCK CRUSHER ROAD (A 100 FOOT WIDE RIGHT-OF-WAY); THENCE ON THE LAST SAID LINE, RUN THE FOLLOWING SEVEN COURSES: (1) NORTH 53 DEGREES 26 MINUTES 34 SECONDS WEST, 104.40 FEET; (2) ON THE ARC OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1100.00 FEET; AN ARC LENGTH OF 940.97 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 28 DEGREES 56 MINUTES 12 SECONDS WEST, 912.54 FEET; (3) NORTH 04 DEGREES 25 MINUTES 49 SECONDS WEST, 347.57 FEET; (4) ON THE ARC OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1200.00 FEET; AN ARC LENGTH OF 557.87 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17 DEGREES 44 MINUTES 54 SECONDS WEST, 552.86 FEET; (5) NORTH 31 DEGREES 03 MINUTES 59 SECONDS WEST, 782.37 FEET; (6) ON THE ARC OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1550.00 FEET; AN ARC LENGTH OF 825.05 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 15 DEGREES 49 MINUTES 02

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SECONDS WEST, 815.35 FEET; (7) NORTH 00 DEGREES 34 MINUTES 06 SECONDS WEST, 153.09 FEET; THENCE NORTH 89 DEGREES 25 MINUTES 54 SECONDS EAST, 276.18 FEET; THENCE SOUTH 26 DEGREES 35 MINUTES 36 SECONDS EAST, 115.82 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST*, 243.64 FEET; THENCE NORTH 18 DEGREES 50 MINUTES 44 SECONDS EAST, 130.87 FEET; THENCE NORTH 88 DEGREES 57 MINUTES 15 SECONDS EAST, 672.90 FEET; THENCE SOUTH 01 DEGREES 02 MINUTES 45 SECONDS EAST, 102.34 FEET; THENCE SOUTH 65 DEGREES 29 MINUTES 01 SECONDS EAST, 1059.03 FEET; THENCE SOUTH 45 DEGREES 27 MINUTES 08 SECONDS EAST, 573.32 FEET; THENCE SOUTH 01 DEGREES 01 MINUTES 47 SECONDS EAST, 931.43 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 107.87 ACRES, MORE OR LESS, IN AREA."

LESS AND EXCEPT:

THE LANDS DESCRIBED IN EXHIBIT "A" OF THE CORPORATE WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 1517, AT PAGE 2133, OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, LYING PARTIALLY IN SECTION 1, TOWNSHIP 19 SOUTH, RANGE 17 EAST AND PARTIALLY IN SECTION 6, TOWNSHIP 19 SOUTH, RANGE 18 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

"**COMMENCE** AT THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 19 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA, SAID POINT ALSO BEING THE NORTHWEST CORNER OF LOT 46, BLOCK A, OF CINNAMON RIDGE UNIT 2 AS RECORDED IN PLAT BOOK 12, PAGE 65, OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, THENCE NORTH 89 DEGREES 42' 23" EAST 127.24 FEET ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 SAID LINE ALSO BEING THE NORTH LINE OF LOT 46, BLOCK A, CINNAMON RIDGE UNIT 2, RECORDED IN PLAT BOOK 12, PAGE 65, PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, TO THE NORTHEAST CORNER OF SAID LOT 46, ALSO BEING THE NORTHWEST CORNER OF LOT 47, BLOCK A, OF SAID PLAT OF CINNAMON RIDGE UNIT 2 AND THE **POINT OF BEGINNING**. THENCE NORTH 89 DEGREES 37' 39" EAST 116.39 FEET ALONG THE NORTH LINE OF SAID LOT 47, BLOCK A TOT HE(*) NORTHEAST CORNER OF SAID LOT 47, BLOCK A, THENCE ALONG THE NORTHERLY EXTENSION OF THE EASTERLY LINE OF SAID LOT 47 NORTH 00 DEGREES 53' 29" WEST 23.61 FEET, THENCE SOUTH 89 DEGREES 19'42" WEST 122.48 FEET TO A POINT ON A NORTHWESTERLY PROJECTION OF THE WESTERLY BOUNDARY OF SAID LOT 47 THENCE SOUTH 14 DEGREES 34' 12" EAST ALONG SAID NORTHWESTERLY PROJECTION 25.76 FEET TO THE POINT OF BEGINNING."

(*) = APPARENT SCRIVENER'S ERROR: "TOT HE" SHOULD READ "TO THE"

REFER TO THE DRAWING BY ARDURRA GROUP, INC., DOING BUSINESS AS PIGEON-ARDURRA, LLC (STATE OF FLORIDA LICENSED BUSINESS NO. 2610), PROJECT NO. 21-501.05, FILE NO. 501.05.004, DATED OCTOBER 20, 2021, FOR THE SKETCH OF THE DESCRIPTION.

Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

PIGEON-ARDURRA, LLC

OCTOBER 20, 2021

CRYSTAL RIDGE
ACQUISITION PARCELS "A" THROUGH "D"

DESCRIPTION

PARCEL "A"

A PARCEL OF LAND BEING A PORTION OF PARCEL 5 OF THE LANDS DESCRIBED IN EXHIBIT "A" OF THE TRUSTEE'S WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 1549, AT PAGE 1519, OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, LYING IN SECTION 31, TOWNSHIP 18 SOUTH, RANGE 18 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

"THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 18 SOUTH, RANGE 18 EAST."

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"THE SOUTH 80 FEET OF THE E 1/2 OF THE W 1/2 OF THE SW 1/4 AND THE SOUTH 80 FEET OF THE W 1/2 OF THE W 1/2 OF THE SW 1/4 ALL BEING IN SECTION 31, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA."

PARCEL "B"

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PARCEL "C"

THE PARCEL OF LAND DESCRIBED IN THE QUIT-CLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 2941, AT PAGE 1973, AND AS DESCRIBED IN THE WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 1182, AT PAGE 928, ALL OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, LYING IN SECTION 6, TOWNSHIP 19 SOUTH, RANGE 18 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS AS DESCRIBED IN SPECIAL TRUSTEES WARRANTY DEED DATED, JULY 2, 1980 AND RECORDED IN OFFICIAL RECORDS BOOK 560, PAGE 711, PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA."

PARCEL "D"

PARCEL "B" AS DESCRIBED IN THE BOUNDARY SURVEY MAP PREPARED PURSUANT TO MINOR SUBDIVISION APPLICATION NO. MSP-07-07, APPROVED JUNE 6, 2007, A COPY OF WHICH IS RECORDED IN OFFICIAL RECORDS BOOK 2243, AT PAGE 17, OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, LYING PARTIALLY IN SECTION 1, TOWNSHIP 19 SOUTH, RANGE 17 EAST AND LYING PARTIALLY IN SECTION 6, TOWNSHIP 19 SOUTH, RANGE 18 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

"A PARCEL OF LAND CONSISTING OF A PORTION OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 19 SOUTH, RANGE 17 EAST, CITRUS COUNTY, FLORIDA; A PORTION OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 1; A PORTION OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 19 SOUTH, RANGE 18 EAST, SAID CITRUS COUNTY AND A PORTION OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 6; SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF CINNAMON RIDGE UNIT 2, ACCORDING TO PLAT BOOK 12, PAGE 65 OF THE PUBLIC RECORDS OF SAID CITRUS COUNTY; THENCE ON THE BOUNDARIES THEREOF, RUN THE FOLLOWING FOUR COURSES: (1) SOUTH 89 DEGREES 37 MINUTES 48 SECONDS WEST, 678.52 FEET; (2) SOUTH 00 DEGREES 59 MINUTES 51 SECONDS EAST, 332.07 FEET; (3) SOUTH 89 DEGREES 41 MINUTES 24 SECONDS WEST, 678.39 FEET; (4) SOUTH 01 DEGREES 04 MINUTES 46 SECONDS EAST, 1161.79 FEET TO THE EASTERLY LINE OF ROCK CRUSHER ROAD (A 100 FOOT WIDE RIGHT-OF-WAY); THENCE ON THE LAST SAID LINE, RUN THE FOLLOWING SEVEN COURSES: (1) NORTH 53 DEGREES 26 MINUTES 34 SECONDS WEST, 104.40 FEET; (2) ON THE ARC OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1100.00 FEET; AN ARC LENGTH OF 940.97 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 28 DEGREES 56 MINUTES 12 SECONDS WEST, 912.54 FEET; (3) NORTH 04 DEGREES 25 MINUTES 49 SECONDS WEST, 347.57 FEET; (4) ON THE ARC OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1200.00 FEET; AN ARC LENGTH OF 557.87 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17 DEGREES 44 MINUTES 54 SECONDS WEST, 552.86 FEET; (5) NORTH 31 DEGREES 03 MINUTES 59 SECONDS WEST, 782.37 FEET; (6) ON

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THE ARC OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1550.00 FEET; AN ARC LENGTH OF 825.05 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 15 DEGREES 49 MINUTES 02 SECONDS WEST, 815.35 FEET; (7) NORTH 00 DEGREES 34 MINUTES 06 SECONDS WEST, 153.09 FEET; THENCE NORTH 89 DEGREES 25 MINUTES 54 SECONDS EAST, 276.18 FEET; THENCE SOUTH 26 DEGREES 35 MINUTES 36 SECONDS EAST, 115.82 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST*, 243.64 FEET; THENCE NORTH 18 DEGREES 50 MINUTES 44 SECONDS EAST, 130.87 FEET; THENCE NORTH 88 DEGREES 57 MINUTES 15 SECONDS EAST, 672.90 FEET; THENCE SOUTH 01 DEGREES 02 MINUTES 45 SECONDS EAST, 102.34 FEET; THENCE SOUTH 65 DEGREES 29 MINUTES 01 SECONDS EAST, 1059.03 FEET; THENCE SOUTH 45 DEGREES 27 MINUTES 08 SECONDS EAST, 573.32 FEET; THENCE SOUTH 01 DEGREES 01 MINUTES 47 SECONDS EAST, 931.43 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 107.87 ACRES, MORE OR LESS, IN AREA."

LESS AND EXCEPT:

THE LANDS DESCRIBED IN EXHIBIT "A" OF THE CORPORATE WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 1517, AT PAGE 2133, OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, LYING PARTIALLY IN SECTION 1, TOWNSHIP 19 SOUTH, RANGE 17 EAST AND PARTIALLY IN SECTION 6, TOWNSHIP 19 SOUTH, RANGE 18 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

"**COMMENCE** AT THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 19 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA, SAID POINT ALSO BEING THE NORTHWEST CORNER OF LOT 46, BLOCK A, OF CINNAMON RIDGE UNIT 2 AS RECORDED IN PLAT BOOK 12, PAGE 65, OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, THENCE NORTH 89 DEGREES 42' 23" EAST 127.24 FEET ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 SAID LINE ALSO BEING THE NORTH LINE OF LOT 46, BLOCK A, CINNAMON RIDGE UNIT 2, RECORDED IN PLAT BOOK 12, PAGE 65, PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, TO THE NORTHEAST CORNER OF SAID LOT 46, ALSO BEING THE NORTHWEST CORNER OF LOT 47, BLOCK A, OF SAID PLAT OF CINNAMON RIDGE UNIT 2 AND THE **POINT OF BEGINNING**. THENCE NORTH 89 DEGREES 37' 39" EAST 116.39 FEET ALONG THE NORTH LINE OF SAID LOT 47, BLOCK A TOT HE(*) NORTHEAST CORNER OF SAID LOT 47, BLOCK A, THENCE ALONG THE NORTHERLY EXTENSION OF THE EASTERLY LINE OF SAID LOT 47 NORTH 00 DEGREES 53' 29" WEST 23.61 FEET, THENCE SOUTH 89 DEGREES 19'42" WEST 122.48 FEET TO A POINT ON A NORTHWESTERLY PROJECTION OF THE WESTERLY BOUNDARY OF SAID LOT 47 THENCE SOUTH 14 DEGREES 34' 12" EAST ALONG SAID NORTHWESTERLY PROJECTION 25.76 FEET TO THE POINT OF BEGINNING."

Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

APPENDIX B

Warranty Deeds

Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2018059536 BK: 2941 PG: 1973 11/29/2018 9:08 AM 1 Receipt: 2018052642
RECORDING $86.50 D DOCTAX PD $0.70

Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

This document was prepared by
and should be returned to:

Matthew R. Schroeder, Esq.
Brett Hendee, P.A.
1700 South MacDill Avenue
Suite 200
Tampa, Florida 33629

----------(Space above this line for recording data)----------

Altkey Number: 1504422
Parcel Identification Number: 18E 19S 06 31000

QUIT-CLAIM DEED

THIS QUIT-CLAIM DEED, made this 18th day of November, 2018, by **GULF TO LAKES ASSOCIATES, LLLP**, a Florida limited liability limited partnership (formerly known as Gulf to Lakes Associates, Ltd.) and **MEADOWCREST DEVELOPMENT, INC.**, a Florida Corporation, (collectively, the "Grantor"), to and in favor of **GULF TO LAKES ASSOCIATES, LLLP**, a Florida limited liability limited partnership, whose post office address is Post Office Box 2050, Lecanto, of the County of Citrus, State of Florida, 34460 (the "Grantee") is made in order to correct an error with respect to the grantee described in that certain warranty deed dated April 28, 1997 and recorded at page 0928, book 1182 of the Citrus County, Florida Public Records.

WITNESSETH that the Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS and other good and valuable considerations in hand paid by the Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the Grantee forever, all right, title, interest, claim and demand which the first party has in and to the following described land, situate, lying and being in Citrus County, Florida, to-wit:

The Northeast ¼ of Southwest ¼ of Section 6, Township 19 South, Range 18 East, Citrus County, Florida.

TOGETHER WITH an Easement for Ingress and Egress as described in Special Trustees Warranty Deed dated, July 2, 1980 and recorded in Official Records Book 560, Page 711, Public Records of Citrus County, Florida.

SUBJECT TO all reservations, easements, restrictions, covenants, limitations and conditions of record, if any, and taxes for the tax year 2018 and thereafter. The conveyed property is vacant land and is not homestead property of the Grantor.

Note to Recorder: This deed is a conveyance of the subject property made to correct an error related to the grantee described in that certain warranty deed dated April 28, 1997 and recorded at page 0928, book 1182 of the Citrus County, Florida Public Records, on which proper documentary stamp taxes were paid. As such, this conveyance is subject only to minimum documentary stamp taxes per Rule 12B-4.014, Florida Administrative Code. In addition to serving to correct an error in one of the grantees named in the deed under which the grantors in this deed took title, the conveyance under this deed by the grantor, Meadowcrest Development, Inc., a dissolved Florida corporation, is done by the surviving directors of that corporation at the time it was dissolved, in accordance with Section 607.1405 of the Florida Statutes, to wind up and liquidate the business and affairs of the Corporation.

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2018059536 BK: 2941 PG: 1974 11/29/2018 9:08 AM 2 Receipt: 2018052642
RECORDING $86.50 D DOCTAX PD $0.70

TOGETHER with all tenements, hereditaments and appurtenances thereto belonging or in any way appertaining.

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 Grantor, either in law or equity, to the only proper use, benefit and behalf of the Grantee forever.

THIS QUIT-CLAIM DEED may be executed in several counterparts, each of which shall be deemed to be an original copy and all of which shall constitute one agreement, binding on all parties hereto.

[SIGNATURES TO FOLLOW]

Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2018059536 BK: 2941 PG: 1975 11/29/2018 9:08 AM 3 Receipt: 2018052642
RECORDING $86.50 D DOCTAX PD $0.70

IN WITNESS WHEREOF, the said undersigned Grantors have signed and sealed these presents effective as of the day and year first above written.

Gulf to Lakes Associates, LLLP
a Florida limited liability limited partnership

Signed, sealed and delivered
in our presence:

Print name: Braden Hori
(First Witness)

Print name: Heather Hulbert
(Second Witness)

By: _____
Name: Bruce A. Olsen, Co-Manager of Olsen Family Investments, LLC, the General Partner of Gulf to Lakes Associates, LLLP

STATE OF New Hampshire
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 7 day November, 2018 by Bruce A. Olsen, who ~~is personally known to me or~~ has produced Drivers License as identification.

(Notary stamp or seal)

Regina Beaulieu
Notary Public
Name:
Commission No.:
Commission Expires:

REGINA A BEAULIEU
Notary Public – New Hampshire
My Commission Expires Jan 24, 2023

Print name: _____
(First Witness)

By: _____
Name: Jon D. Olsen, Co-Manager of Olsen Family Investments, LLC, the General Partner of Gulf to Lakes Associates, LLLP

Print name: _____
(Second Witness)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day November, 2018 by Jon D. Olsen, who is personally known to me or has produced _____ as identification.

(Notary stamp or seal)

Notary Public
Name:
Commission No.:
Commission Expires:

[SIGNATURE PAGE CONTINUES]

Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2018059536 BK: 2941 PG: 1976 11/29/2018 9:08 AM 4 Receipt: 2018052642
RECORDING $86.50 D DOCTAX PD $0.70

IN WITNESS WHEREOF, the said undersigned Grantors have signed and sealed these presents effective as of the day and year first above written.

Gulf to Lakes Associates, LLLP
a Florida limited liability limited partnership

Signed, sealed and delivered
in our presence:

_____
Print name: _____
(First Witness)

By: _____
Name: Bruce A. Olsen, Co-Manager of Olsen Family Investments, LLC, the General Partner of Gulf to Lakes Associates, LLLP

_____
Print name: _____
(Second Witness)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day November, 2018 by Bruce A. Olsen, who is personally known to me or has produced _____ as identification.

(Notary stamp or seal)

_____
Notary Public
Name:
Commission No.:
Commission Expires:

Linda W. Cole
Print name: _____
(First Witness)

By: _____
Name: Jon D. Olsen, Co-Manager of Olsen Family Investments, LLC, the General Partner of Gulf to Lakes Associates, LLLP

Kayca Pr
Print name: Kayca Pr
(Second Witness)

STATE OF Vermont
COUNTY OF Windsor

The foregoing instrument was acknowledged before me this 7th day November, 2018 by Jon D. Olsen, who is personally known to me or has produced VT DL as identification.

(Notary stamp or seal)

Notary Public
Name: Linda W. Cole
Commission No.:
Commission Expires: 2/10/19

[SIGNATURE PAGE CONTINUES]

Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2018059536 BK: 2941 PG: 1977 11/29/2018 9:08 AM 5 Receipt: 2018052642
RECORDING $86.50 D DOCTAX PD $0.70

Meadowcrest Development, Inc.
a Florida corporation

Signed, sealed and delivered
in our presence:

Paul McKnight

Print name: Paul McKnight
(First Witness)

Rhonda Hendee

Print name: Rhonda Hendee
(Second Witness)

By: S C Olsen
Name: Stanley C. Olsen
Its: Director

Paul McKnight

Print name: Paul McKnight
(First Witness)

Rhonda Hendee

Print name: Rhonda Hendee
(Second Witness)

By: Elizabeth M. Olsen
Name: Elizabeth M. Olsen
Its: Director

STATE OF FLORIDA
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 18th day November, 2018 by Stanley C. Olsen and Elizabeth M. Olsen, who are personally known to me ~~or have produced _____ as identification~~.

(Notary stamp or seal)

Notary Public State of Florida
Brett Hendee
My Commission FF 185164
Expires 01/26/2019

Brett Hendee
Notary Public
Name:
Commission No.:
Commission Expires:

Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2018059536 BK: 2941 PG: 1978 11/29/2018 9:08 AM 6 Receipt: 2018052642
RECORDING $86.50 D DOCTAX PD $0.70

Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

UNANIMOUS WRITTEN CONSENT
IN LIEU OF A
MEETING OF THE BOARD OF DIRECTORS
OF
MEADOWCREST DEVELOPMENT, INC.

The undersigned, being all of the directors of Meadowcrest Development, Inc., a Florida corporation (the "Corporation"), hereby consent, pursuant to Section 607.0821 of the Florida Business Corporation Act, to the adoption of the following resolutions in lieu of a meeting of the Board of Directors of the Corporation, effective the 18th day of November, 2018.

BACKGROUND

A. On April 28, 1997, the Corporation and Gulf to Lakes Associates, Ltd. ("GTLA"; now known as Gulf to Lakes Associates, LLLP) took title to certain real property by warranty deed dated April 28, 1997 (a copy of which is attached hereto as Exhibit A) (the "Real Estate").

B. The Corporation was the general partner of GTLA at the time the Real Estate was acquired.

C. The Corporation and GTLA intended for GTLA to acquire a fee simple interest in the Real Estate, notwithstanding that the deed vesting title in the Real Estate appears to have created a tenancy in common between the Corporation and GTLA.

D. Upon review of its records in 2018, GTLA noted the discrepancy in title with respect to the Real Estate.

E. The Corporation was administratively dissolved by the Florida Secretary of State on October 1, 2004.

F. At the time that the Corporation was administratively dissolved, the undersigned. Stanley C. Olsen and Elizabeth M. Olsen, were the then-serving directors of the Corporation (referred to herein, collectively, as the "Directors").

G. Pursuant to Section 607.1421(3) of the Florida Statutes, a corporation administratively dissolved continues its corporate existence but may not carry on any business except that which is necessary to wind up and liquidate its business and affairs under Section 607.1405 of the Florida Statutes.

H. The directors desire to authorize and make provision for the preparation and execution of a corrective deed with respect to the Real Estate in order to wind up and liquidate the business and affairs of the Corporation in accordance with Section 607.1405 of the Florida Statutes.

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2018059536 BK: 2941 PG: 1979 11/29/2018 9:08 AM 7 Receipt: 2018052642
RECORDING $86.50 D DOCTAX PD $0.70

RESOLUTIONS

NOW, THEREFORE, incorporating the Background as true, and in consideration of the foregoing, the directors of the Corporation resolves as follows:

1. In accordance with Sections 607.1405 and 607.1421 of the Florida Statutes, and consistent with the Bylaws of the Corporation as existed on the date that the Corporation was administratively dissolved, the Directors are hereby empowered to join with GTLA to execute a corrective deed to properly vest title to the Real Estate in GTLA.

2. The Directors are hereby directed and empowered to sign such other documents as are necessary to effectuate the resolution set forth, above, and to cause such documents to be filed or recorded, as necessary, within or without the State of Florida, in order to document and evidence the foregoing.

3. This Unanimous Written Consent in Lieu of a Meeting of the Board of Directors of the Corporation may be executed in any number of separate counterparts, each of which, and any electronic transmission of the same, shall be deemed to be an original copy and all of which shall constitute one agreement, binding on all parties hereto.

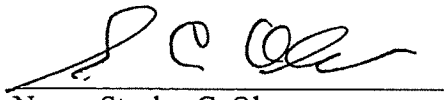
[BALANCE OF PAGE INTENTIONALLY BLANK; SIGNATURE PAGE TO FOLLOW]

Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

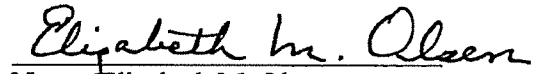
Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2018059536 BK: 2941 PG: 1980 11/29/2018 9:08 AM 8 Receipt: 2018052642
RECORDING $86.50 D DOCTAX PD $0.70

This Unanimous Written Consent in Lieu of a Meeting of the Board of Directors of the Corporation is entered into as of the date first written above.

BOARD OF DIRECTORS:



Name: Stanley C. Olsen



Name: Elizabeth M. Olsen

Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2018059536 BK: 2941 PG: 1981 11/29/2018 9:08 AM 9 Receipt: 2018052642
RECORDING $86.50 D DOCTAX PD $0.70

EXHIBIT A

Warranty Deed

Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2018059536 BK: 2941 PG: 1982 11/29/2018 9:08 AM 10 Receipt: 2018052642
RECORDING $86.50 D DOCTAX PD $0.70

CHELSEA TITLE OF THE NATURE COAST, INC.
105 NORTH APOPKA AVENUE
INVERNESS, FL 34450

$ 0
Betty Striher,
Clerk of Circuit Court,
Citrus County, Florida
By: [signature] D.C.

RIFLED BY: D.C.
20 AM 11 11

954462

Property Appraisers Parcel Identification (Folio) Numbers:
R06 19S18E 31000
Grantees SS #s:

SPACE ABOVE THIS LINE FOR RECORDING DATA

THIS WARRANTY DEED, made the 28th day of April, A.D. 1997 by **CARL R. ISAACSON, SR. and DONALD E. ISAACSON** herein called the grantors, to **GULF TO LAKES ASSOCIATES LTD., a Florida Limited Partnership, and MEADOWCREST DEVELOPMENT, INC., a General Partner** whose post office address is **8130 WEST CORPORATE OAKS, CRYSTAL RIVERM FLORIDA 34429**, hereinafter called the Grantees: (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 the grantors, for and in consideration of the sum of TEN AND 00/100'S ($10.00) Dollars 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, State of Florida, viz:

The Northeast 1\4 of Southwest 1\4 of Section 6, Township 19 South, Range 18 East, Citrus County, Florida.

TOGETHER WITH an Easement for Ingress and egress as described in Special Trustees Warranty Deed dated July 2, 1980 and recorded in Official Records Book 560, Page 711, Public Records of Citrus County, Florida.

THIS IS VACANT LAND. GRANTORS HEREIN WARRANT THE ABOVE DESCRIBED PROPERTY IS NOT THEIR HOMESTEAD PROPERTY AS PROVIDED FOR BY THE FLORIDA CONSTITUTION. **Subject to easements, restrictions and reservations of record and to taxes for the year 1997 and thereafter.**

BK 1182 PG 0928

TOGETHER, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND, the grantors hereby covenant with said grantees that the grantors is/are lawfully seized of said land in fee simple; that the grantors have good right and lawful authority to sell and convey said land, and hereby warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 1996.

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:

[signature]
Witness #1 Signature
Bonnie Bridges
Witness #1 Printed Name

[signature]
Witness #2 Signature
Nancy L. Galzerano
Witness #2 Printed Name

[signature] L.S.
CARL R. ISAACSON, SR.
3225 GRAYMOR PATH, INVERNESS, FLORIDA 34450

[signature] L.S.
DONALD E. ISAACSON
3225 GRAYMOR PATH, INVERNESS, FLORIDA 34450

STATE OF FLORIDA
COUNTY OF CITRUS

The foregoing instrument was acknowledged before me this 28th day of April, 19 97 by CARL R. ISAACSON, SR. and DONALD E. ISAACSON who is/are personally known to me or have produced Drivers licensed as identification.

SEAL

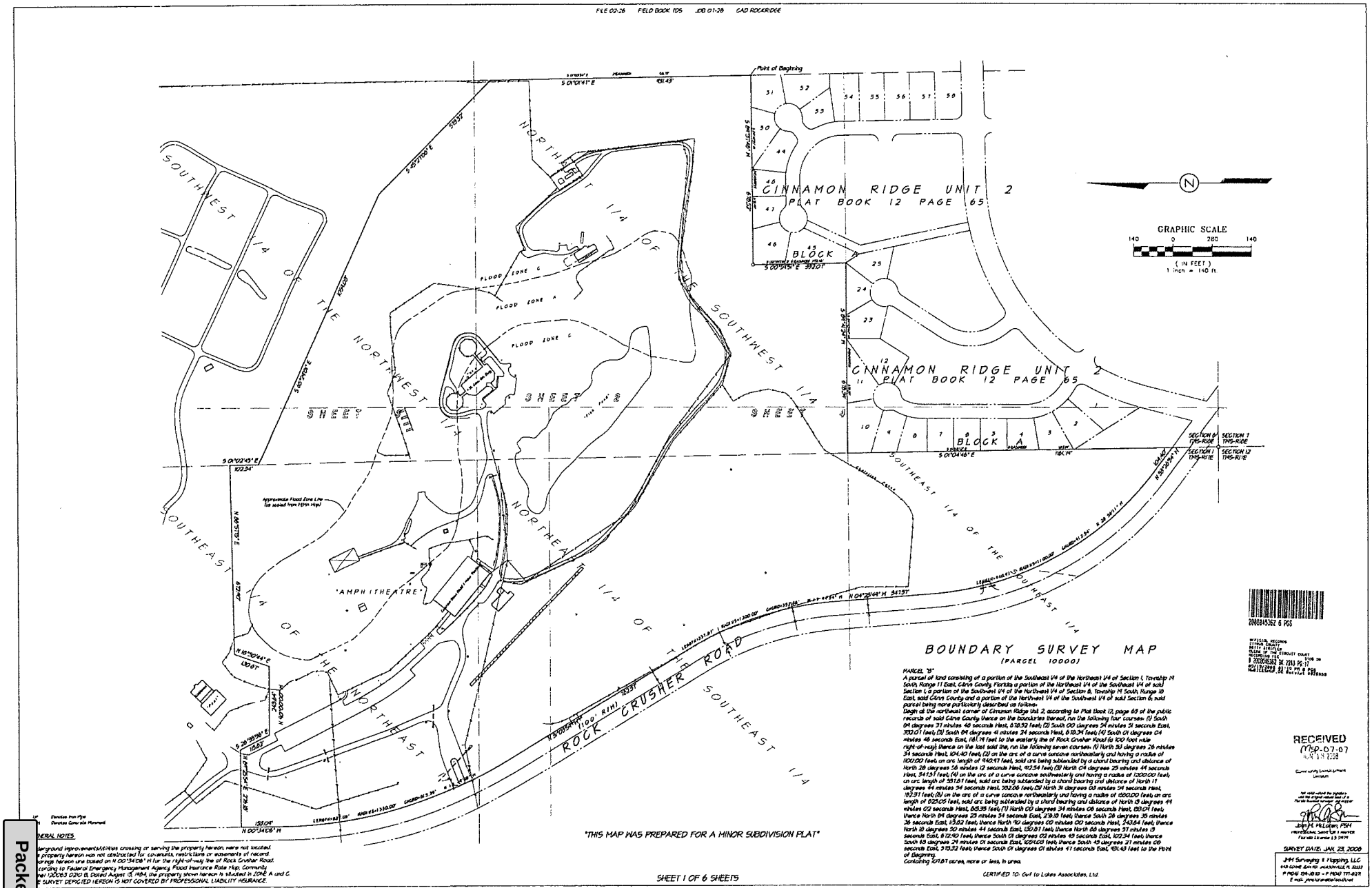
OFFICIAL NOTARY SEAL
NANCY L. GALZERANO
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC[illegible]
MY COMMISSION EXP. MAR. 24, 1998

My Commission Expires:

[signature]
Notary Signature
Nancy L. Galzerano
Printed Notary Signature

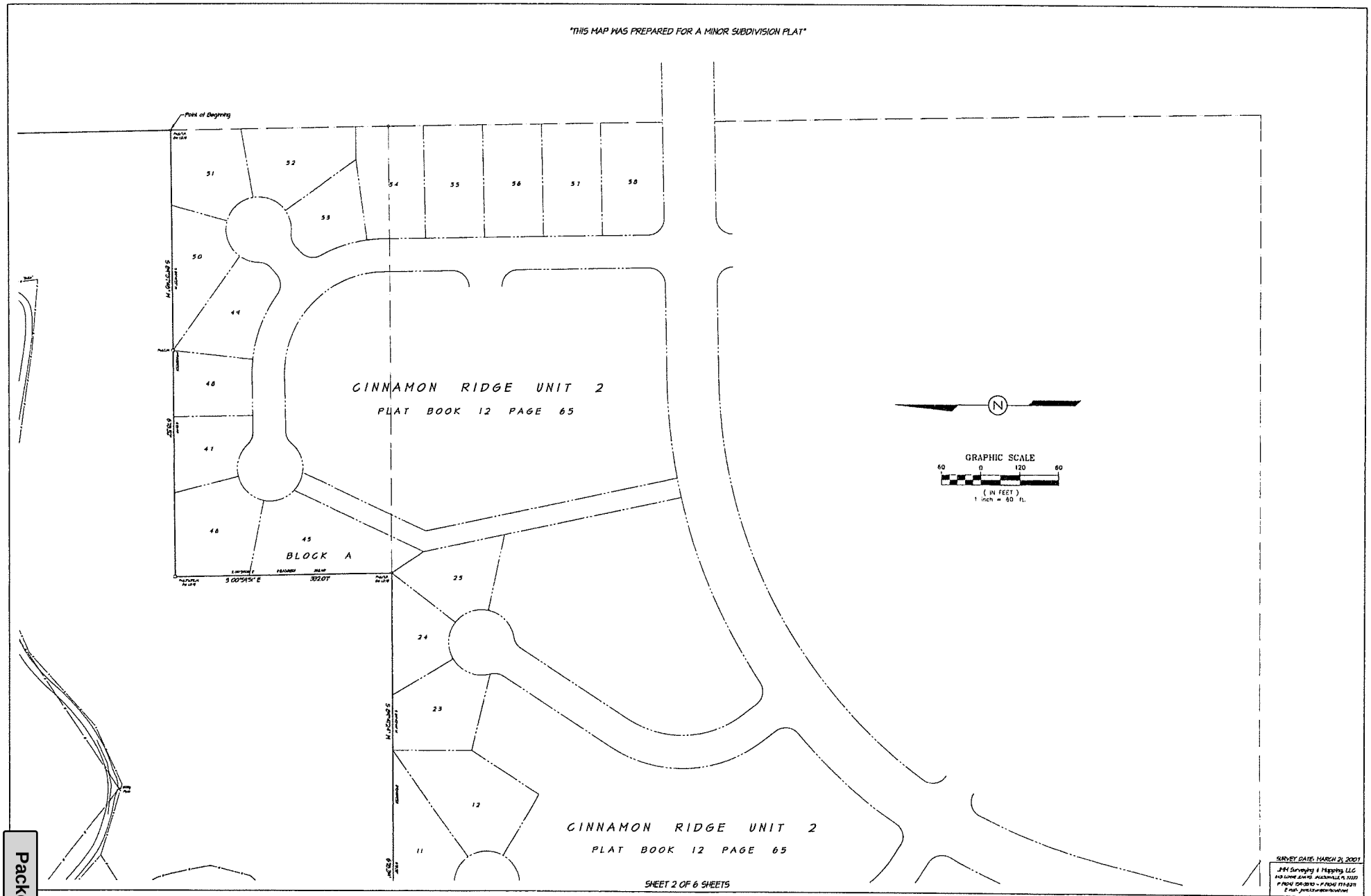
File # 97-1[illegible]

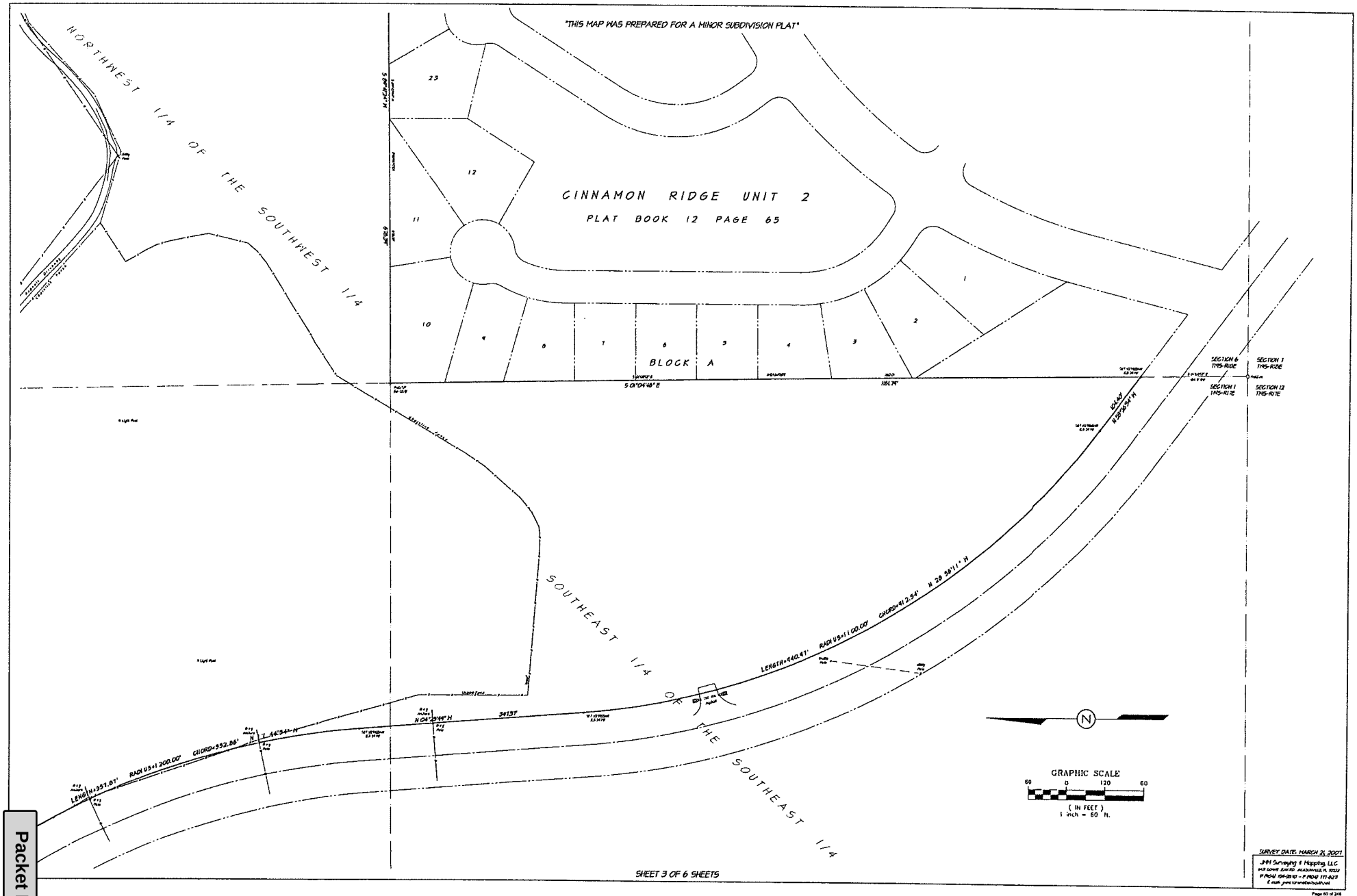
Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

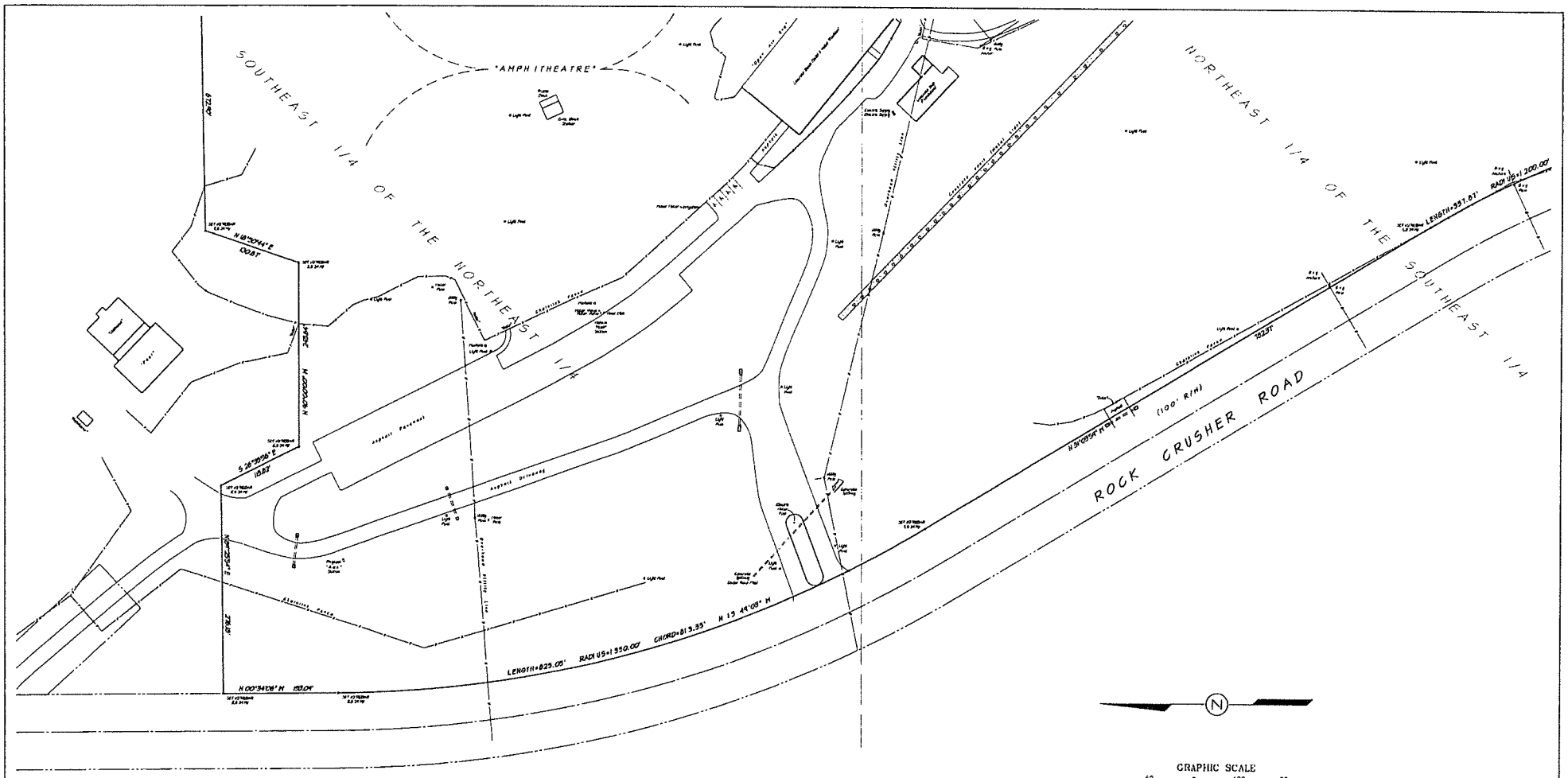


Packet Pg. 725

T.1.c


"THIS MAP WAS PREPARED FOR A MINOR SUBDIVISION PLAT"
Point of Beginning
51
52
53
54
55
56
57
58
50
49
48
47
46
45
BLOCK A
CINNAMON RIDGE UNIT 2
PLAT BOOK 12 PAGE 65
25
24
23
12
11
CINNAMON RIDGE UNIT 2
PLAT BOOK 12 PAGE 65
GRAPHIC SCALE
60 0 120 60
(IN FEET)
1 inch = 60 ft.
SURVEY DATE: MARCH 21, 2007
SHEET 2 OF 6 SHEETS


"THIS MAP WAS PREPARED FOR A MINOR SUBDIVISION PLAT"
NORTHWEST 1/4 OF THE SOUTHWEST 1/4
CINNAMON RIDGE UNIT 2
PLAT BOOK 12 PAGE 65
BLOCK A
SOUTHEAST 1/4 OF THE SOUTHEAST 1/4
SECTION 6 T1N-R10E
SECTION 1 T1N-R10E
SECTION 1 T1N-R11E
SECTION 12 T1N-R11E
GRAPHIC SCALE
(IN FEET)
1 inch = 60 ft.
SHEET 3 OF 6 SHEETS
SURVEY DATE: MARCH 21, 2007



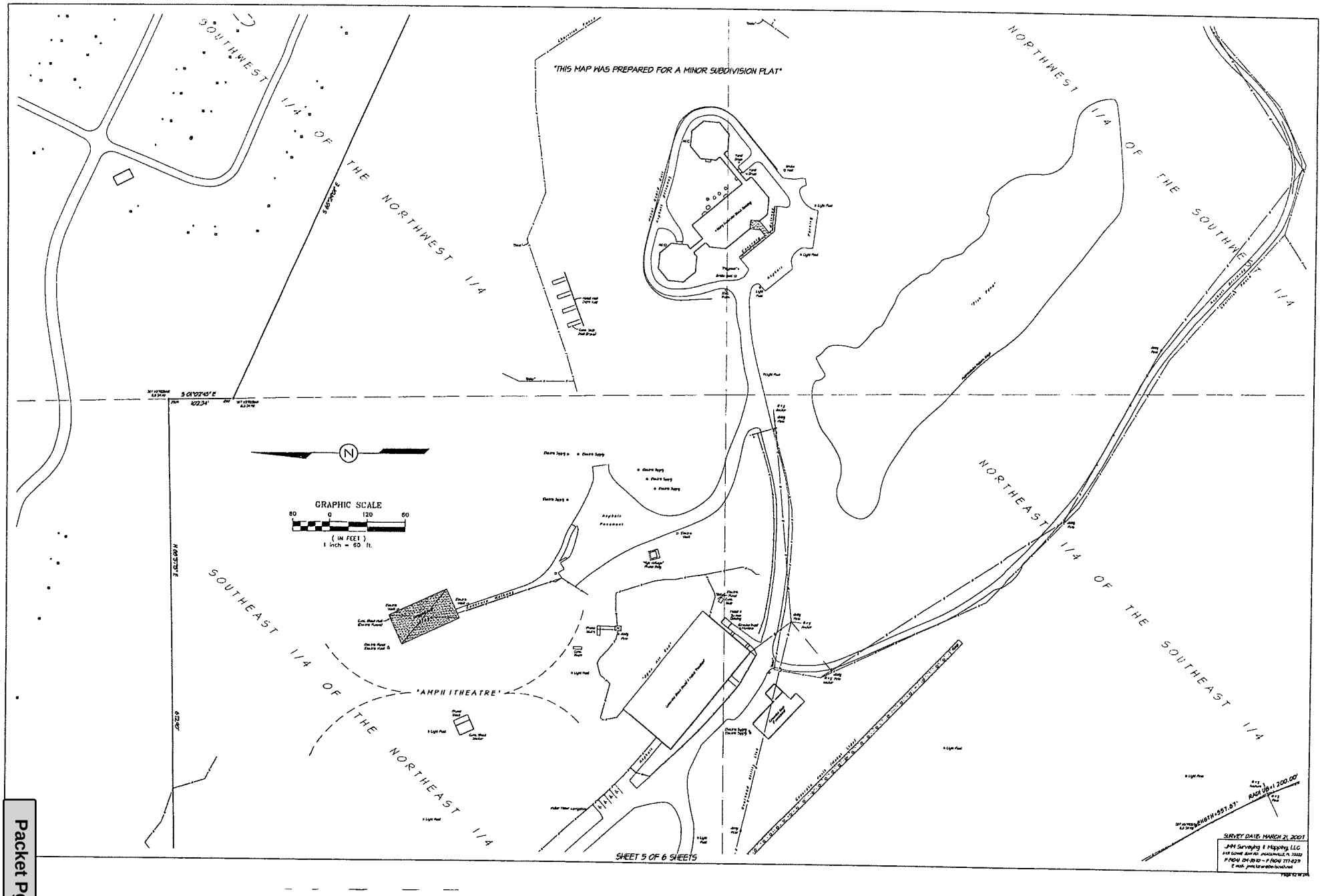
"THIS MAP WAS PREPARED FOR A MINOR SUBDIVISION PLAT"

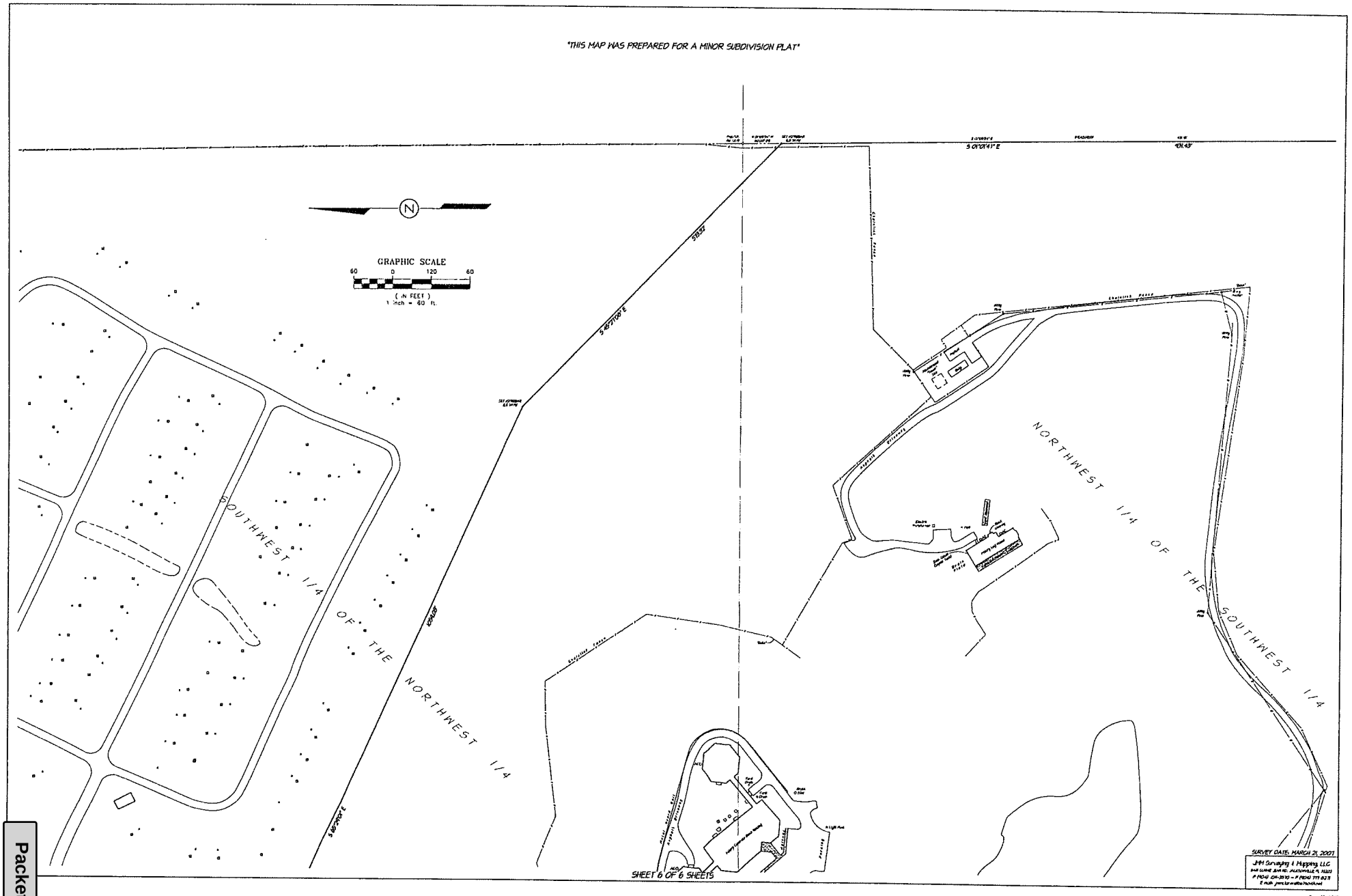
SURVEY DATE: JAN. 23, 2008

JHH Surveying & Mapping, LLC

SHEET 4 OF 6 SHEETS

Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)


"THIS MAP WAS PREPARED FOR A MINOR SUBDIVISION PLAT"
SOUTHWEST 1/4 OF THE NORTHWEST 1/4
NORTHWEST 1/4 OF THE SOUTHWEST 1/4
NORTHEAST 1/4 OF THE SOUTHEAST 1/4
SOUTHEAST 1/4 OF THE NORTHEAST 1/4
GRAPHIC SCALE
(IN FEET)
1 inch = 60 ft.
"AMPHITHEATRE"
SHEET 5 OF 6 SHEETS
SURVEY DATE: MARCH 21, 2001


"THIS MAP WAS PREPARED FOR A MINOR SUBDIVISION PLAT"
GRAPHIC SCALE
60 0 120 60
(IN FEET)
1 inch = 60 ft.
SOUTHWEST 1/4 OF THE NORTHWEST 1/4
NORTHWEST 1/4 OF THE SOUTHWEST 1/4
SHEET 6 OF 6 SHEETS
SURVEY DATE: MARCH 21, 2007

@

THIS INSTRUMENT PREPARED BY:
RETURN TO:

J. STEPHEN PULLUM, ATTORNEY
PULLUM & PULLUM, P.A.
1330 W. Citizens Blvd., Suite 701
Leesburg, FL 34748
352-728-3060

Property Appraiser Parcel I.D. Number(s):
02-19S-17E-11000

1293276 5 PGS

OFFICIAL RECORDS
CITRUS COUNTY
BETTY STRIFLER
CLERK OF THE CIRCUIT COURT
RECORDING FEE: $28.00
DOCUMENTARY TAX: $0.70
1293276 BK:1549 PG:1519-1523
11/14/2002 10:29 AM 5 PGS
BNICHOLS,DC Receipt #014750

TRUSTEE'S WARRANTY DEED

THIS WARRANTY DEED made and executed the 1st day of July, 2002, by LEMUEL E. CUNNINGHAM and NAOMI RUTH CUNNINGHAM as Trustees of the CUNNINGHAM FAMILY LAND TRUST, dated December 15, 1982, hereinafter called the grantor, to NAOMI RUTH CUNNINGHAM and LEMUEL E. CUNNINGHAM, as Trustees of the NAOMI RUTH CUNNINGHAM LIVING TRUST AGREEMENT, dated December 15, 1982, as amended, as to an 84.78% interest, ROY F. CUNNINGHAM, as to a 7.61% interest and AMY R. WHITE, as to a 7.61% interest, having a mailing address of 7000 West Seven Rivers Drive, Crystal River, Florida 34429, hereinafter called the grantees:

(Whenever 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 the grantor, for and in consideration of the sum of $10.00 and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the grantee, all that certain land situate in Citrus County, Florida, viz:

SEE ATTACHED EXHIBIT "A"

Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

Subject to all easements, rights of way and restrictions of record.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the grantors hereby covenant with said grantees that they are lawfully seized of said land in fee simple; that they have good right and lawful authority to sell and convey said land; that they hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except easements and restrictions of record, and taxes accruing subsequent to December 31, 2001; that the grantors are duly appointed, qualified, and acting in the fiduciary capacity described in the deed; that they are duly authorized to make and enter into the sale and conveyance of the real estate; and in all proceedings relating to the sale and conveyance, they have complied with the requirements of all relevant statutes relating to fiduciaries concerning any required public or private notice, court hearings, and court permission or orders obtained.

IN WITNESS WHEREOF, the grantors have caused these presents to be executed in their name, the day and year first above written.

Signed, sealed and delivered
in the presence of:

Name: CHERYL W. BROGAN

LEMUEL E. CUNNINGHAM, as Trustee of the CUNNINGHAM FAMILY LAND TRUST
7000 West Seven Rivers Drive
Crystal River, FL 34429

Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

Name: Thomas M. VanWest, Jr.

Naomi Ruth Cunningham

NAOMI RUTH CUNNINGHAM, as Trustee of the CUNNINGHAM FAMILY LAND TRUST
7000 West Seven Rivers Drive
Crystal River, FL 34429

STATE OF FLORIDA
COUNTY OF CITRUS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared LEMUEL E. CUNNINGHAM and NAOMI RUTH CUNNINGHAM, as Trustees of the CUNNINGHAM FAMILY LAND TRUST. Said persons did not take an oath and (check one) ✓ are personally known to me, _____ produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or _____ produced other identification, to wit: _____.

WITNESS my hand and official seal in the County and State last aforesaid this 1st day of July, 2002.

Printed Name: _____
Notary Public State of Florida
Commission Number: _____
My Commission Expires: _____

J. STEPHEN PULLUM
My Comm Exp. 2/18/05
No. DD 002140
[ ] Personally Known [ ] Other I.D.

(L:\Book\WDfromLandTrust2002.lhh)

Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

EXHIBIT "A"

Parcel 1:
That part of the North 1/2 of the Northwest 1/4 of Section 1, Township 19 South, Range 17 East, lying South and West of Seven Rivers Drive f/k/a Rock Crusher Road.

Parcel 2:
The Southwest 1/4 and the South 1/2 of the Northwest 1/4 of Section 1, Township 19 South, Range 17 East.

Parcel 3:
The North 1/2 of the Northeast 1/4 of the Northeast 1/4 of Section 2, Township 19 South, Range 17 East.

Parcel 4:
The South 1/2 of the Northeast 1/4 of the Northeast 1/4, and the East 3/4 of the Southeast 1/4 of the Northeast 1/4, and the West 1/2 of the Southwest 1/4 of the Southeast 1/4 of the Northeast 1/4, and the Southeast 1/4 of Section 2, all in Township 19 South, Range 17 East.

Parcel 5:
The West 1/2 of the Southwest 1/4 of Section 31, Township 18 South, Range 18 East.

Parcel 6:
The Southeast 1/4 of the Southeast 1/4 of the Southeast 1/4 of Section 36, Township 18 South, Range 17 East.
LESS: Commence at the Southeast corner of Section 36, Township 18 South, Range 17 East thence N 0°54'14" West along the East line of said Section 36 a distance of 80 feet, thence South 89°36'16" West parallel with the South line of said Section 36 a distance of 19.13 feet to the point of beginning, thence continue South 89°36'16" West parallel with said South line 170 feet, thence North 0°23'44" West 170 feet, thence North 89°36'16" East parallel with said South line 170 feet, thence South 0°23'44" East 170 feet to the point of beginning.
Contains 0.6635 Acres M.O.L.

Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

Parcel 7:
The Northwest 1/4 of the Northwest 1/4 of Section 6, Township 19 South, Range 18 East; and the East 1/2 of the Northwest 1/4 of Section 6, Township 19 South, Range 18 East.

Parcel 8:
That part of the Southeast 1/4 of the Southeast 1/4 of Section 35, Township 18 South, Range 17 East, lying South of a 50 foot wide County Road as shown on the plat of Crystal Paradise Estates Unit 2, as recorded in Plat Book 4, page 88, Public Records of Citrus County, Florida, said County Road also designated as Country Club Lane by the Board of County Commissioners of Citrus County, Florida.

Parcel 9:
A PORTION OF PARCEL 13000 IN THE SW 1/4 OF THE NE 1/4 OF SECTION 2, TOWNSHIP 19 SOUTH, RANGE 17 EAST, CITRUS COUNTY, FLORIDA, FURTHER DESCRIBED AS FOLLOWS: That portion of lands lying in the West 1/2 of the Northeast 1/4 of Section 2, Township 19 South, Range 17 East, Citrus County, Florida, being more particularly described as follows: Begin at the Southeast corner of said West 1/2 of the Northeast 1/4; thence run N 0°27'07" E along the East line of said West 1/2 of the Northeast 1/4 a distance of 1335.46 feet to the Northeast corner of the South 1/2 of said West 1/2 of the Northeast 1/4; thence run N 89°16'23" W along the North line of said South 1/2 of the West 1/2 of the Northeast 1/4 a distance of 326.03 feet; thence run S 0°27'07" W parallel to said East line of the West 1/2 of the Northeast 1/4 a distance of 1336.71 feet to a point on the South line of said West 1/2 of the Northeast 1/4; thence run S 89°29'39" E along said South line of the West 1/2 of the Northeast 1/4 a distance of 326.03 feet to the Point of Beginning.

Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

1268333 2 PGS

THIS INSTRUMENT PREPARED BY AND RETURN TO:
Stanley C. Olsen
2600 W. Black Diamond Circle
Lecanto, FL 34461
Property Appraisers Parcel Identification (Folio) Numbers:

OFFICIAL RECORDS
CITRUS COUNTY
BETTY STRIFLER
CLERK OF THE CIRCUIT COURT
RECORDING FEE: $10.50
DOCUMENTARY TAX: $0.70
1268333 BK:1517 PG:2133-2134
07/08/2002 01:31 PM 2 PGS
KHUGAR,DC Receipt #000102

SPACE ABOVE THIS LINE FOR RECORDING DATA

THIS CORPORATE WARRANTY DEED, made the 13th day of ~~May~~ June, 2002 by Gulf to Lakes Associates, LTD, a Florida Limited Partnership, herein called the grantor, to Hugh Gordon Caldwell, Jr. and Elizabeth Ann Caldwell, husband and wife whose post office address is 715 South Curry Point, Homosassa, FL 34448, hereinafter called the Grantees:
(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)

W I T N E S S E T H: That the grantor, for and in consideration of the sum of TEN AND 00/100'S ($10.00) Dollars 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, State of Florida, viz.:

See Exhibit "A" attached hereto and made a part hereof.

TOGETHER, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND, the grantor hereby covenants with said grantees 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 said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2001.

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:

Beverly L. Partain
Witness #1 Signature
Beverly L. Partain
Witness #1 Printed Name
Brenda E. Belcher
Witness #2 Signature
Brenda E. Belcher
Witness #2 Printed Name

Meadowcrest Development, Inc., a Florida Corporation, General Partner

By: Stanley C. Olsen, President
1506 N. Meadowcrest Blvd., Crystal River, FL 34429

Stanley C. Olsen, General Partner
2600 W. Black Diamond Circle, Lecanto, FL 34461

STATE OF FLORIDA
COUNTY OF CITRUS

The foregoing instrument was acknowledged before me this 13th day of ~~May~~ June, 2002 by Stanley C. Olsen, President of Meadowcrest Development, Inc., a Florida Corporation, General Partner and Stanley C. Olsen, General Partner of Gulf to Lakes Associates, LTD., a Florida Limited Partnership on behalf of the corporation. He/She is personally known to me or has produced _____ as identification.

SEAL

Beverly L Partain
My Commission DD045320
Expires July 26, 2005

My Commission Expires:

Beverly L. Partain
Notary Signature
Beverly L. Partain
Printed Name of Notary

Return to Citrus Land Title, Inc.
File # CBP

Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

Exhibit "A"

Commence at the Northwest corner of the South ½ of the Southeast ¼ of the Northwest ¼ of the Southwest ¼ of Section 6, Township 19 South, Range 18 East, Citrus County, Florida, said point also being the Northwest corner of Lot 46, Block A, of CINNAMON RIDGE UNIT 2 as recorded in Plat Book 12, page 65, of the Public Records of Citrus County, Florida, thence North 89 degrees 42' 23" East 127.24 feet along the North line of said Southeast ¼ of the Northwest ¼ of the Southwest ¼ said line also being the North line of Lot 46, Block A, CINNAMON RIDGE UNIT 2, recorded in Plat Book 12, page 65, Public Records of Citrus County, Florida, to the Northeast corner of said Lot 46, also being the Northwest corner of Lot 47, Block A of said Plat of CINNAMON RIDGE UNIT 2 and the Point of Beginning. Thence North 89 degrees 37' 39" East 116.39 feet along the North line of said Lot 47, Block A tot he Northeast corner of said Lot 47, Block A, thence along the Northerly extension of the Easterly line of said Lot 47 North 00 degrees 53' 29" West 23.61 feet, thence South 89 degrees 19' 42" West 122.48 feet to a point on a Northwesterly projection of the Westerly boundary of said Lot 47 thence South 14 degrees 34' 12" East along said Northwesterly projection 25.76 feet to the Point of Beginning.

Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

THIS INSTRUMENT PREPARED BY AND RETURN TO:
Nancy L. Galzerano 97-18IN
CHELSEA TITLE OF THE NATURE COAST, INC.
105 NORTH APOPKA AVENUE
INVERNESS, FL 34450

Property Appraisers Parcel Identification (Folio) Numbers:
R06 19S18E 31000
Grantees SS #s:

Documentary Tax Paid
$644.00
Intangible Tax Paid
$ 0
Betty Striffer,
Clerk of Circuit Court,
Citrus County, Florida
By: [signature] D.C.

'97 APR 30 AM 11 11
VERIFIED BY: D.C.

954462

SPACE ABOVE THIS LINE FOR RECORDING DATA

THIS WARRANTY DEED, made the 28th day of April, A.D. 1997 by **CARL R. ISAACSON, SR. and DONALD E. ISAACSON** herein called the grantors, to **GULF TO LAKES ASSOCIATES LTD., a Florida Limited Partnership, and MEADOWCREST DEVELOPMENT, INC., a General Partner** whose post office address is **6130 WEST CORPORATE OAKS, CRYSTAL RIVERM FLORIDA 34429**, hereinafter called the Grantees:
(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 the grantors, for and in consideration of the sum of TEN AND 00/100'S ($10.00) Dollars 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, State of Florida, viz:

The Northeast 1\4 of Southwest 1\4 of Section 6, Township 19 South, Range 18 East, Citrus County, Florida.

TOGETHER WITH an Easement for Ingress and egress as described in Special Trustees Warranty Deed dated July 2, 1980 and recorded in Official Records Book 560, Page 711, Public Records of Citrus County, Florida.

THIS IS VACANT LAND. GRANTORS HEREIN WARRANT THE ABOVE DESCRIBED PROPERTY IS NOT THEIR HOMESTEAD PROPERTY AS PROVIDED FOR BY THE FLORIDA CONSTITUTION. **Subject to easements, restrictions and reservations of record and to taxes for the year 1997 and thereafter.**

BK 1182 PG 0928

TOGETHER, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND, the grantors hereby covenant with said grantees that the grantors is/are lawfully seized of said land in fee simple; that the grantors have good right and lawful authority to sell and convey said land, and hereby warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 1996.

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:

[signature] Bonnie Bridges
Witness #1 Signature
Bonnie Bridges
Witness #1 Printed Name

[signature] Nancy L. Galzerano
Witness #2 Signature
Nancy L. Galzerano
Witness #2 Printed Name

[signature] L.S.
CARL R. ISAACSON, SR.
3225 GRAYMOR PATH, INVERNESS, FLORIDA 34450

[signature] L.S.
DONALD E. ISAACSON
3225 GRAYMOR PATH, INVERNESS, FLORIDA 34450

STATE OF FLORIDA
COUNTY OF CITRUS

The foregoing instrument was acknowledged before me this 28th day of April, 19 97 by CARL R. ISAACSON, SR. and DONALD E. ISAACSON who is/are personally known to me or have produced Drivers licensed as identification.

SEAL

My Commission Expires:

OFFICIAL NOTARY SEAL
NANCY L. GALZERANO
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC[illegible]
MY COMMISSION EXP. MAR 24 1998

[signature] Nancy L. Galzerano
Notary Signature
Nancy L. Galzerano
Printed Notary Signature

File # 97-18IN

printing unsatisfactory in this document when received.

Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

863316

FILED & RECORDED
CITRUS COUNTY, FLORIDA
BETTY STRIFLER, CLERK

'95 JUN 22 PM 12 22

VERIFIED BY:

D.C.

Documentary Tax Paid
$ 3,500.00
Intangible Tax Paid
$ - 0 -
Betty Strifler
Clerk of Circuit Court
Citrus County, Florida
By: CAS D.C.

RECORD AND
Return To: Chicago Title Ins. Co.
File # B95-48555

QUIT CLAIM DEED

THIS QUIT CLAIM DEED executed this 14th day of June, 1995, by GE CAPITAL SPACENET SERVICES, INC., a Delaware Corporation, (FEI# _____), f/k/a GE Spacenet Corporation, GTE Satellite Corporation, and GTE Spacenet Corporation, whose mailing address is 1750 Old Meadow Road, McLean, VA 22102, hereinafter referred to as "First Party", to GULF TO LAKES ASSOCIATES, LTD., a Florida Limited Partnership, (FEI# _____), whose post office address is 2600 West Black Diamond Circle, Lecanto, FL 34461, hereinafter referred to as "Second Party":

(Wherever used herein the terms "First Party" and "Second Party" 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 First Party, for and in consideration of Ten and No/100 Dollars, Party of the First Part does hereby remise, release, and quit-claim unto the said Second Party forever, all the right, title, interest, claim and demand which the said First Party 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, and more particularly described on Exhibit "A" attached.

Parcel No. 34100/34200/12000

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 First Party, either in law or equity, to the only proper use, benefit and behoof of the said Second Party forever.

BK 1086 PG 0199

NOTE: The Board of County Commissioners of Citrus County, Florida, is not responsible for nor is any other governmental agency responsible for maintenance or improvement of any drive, road, street, easement or right-of-way providing ingress and egress to the property herein convey.

Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

IN WITNESS WHEREOF, the said First Party has signed and sealed these presents the day and year first above written.

Signed, sealed, and delivered
in our presence as witnesses:

Lesley B. Klein
Lesley B. Klein
Please print name

Edward J. Lynn
Edward J. Lynn JR.
Please print name

GE CAPITAL SPACENET SERVICES, INC.
a Delaware Corporation

By Gino O. Picasso
Gino Picasso,
Title: President

Attested to by:

By Mark P Bresnahan
Print Name Mark P Bresnahan
Title Secretary

BK 1086 PG 0200

STATE OF VIRGINIA
COUNTY OF FAIRFAX

I HEREBY CERTIFY that on this 14th day of June, 1995, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared GINO PICASSO and MARK P. BRESNAHAN as President and SECRETARY, respectively, of GE CAPITAL SPACENET SERVICES, INC., a Delaware Corporation, to me known to be the person described in and who executed the foregoing instrument and they acknowledged before me that they executed the same for the purposes therein contained, that they are personally known to me. ~~or produced~~ ~~as identification.~~

WITNESS my hand and official seal in the County and State last aforesaid this 14th day of June, 1995.

Wanda M. Lotta
Notary Public

My commission expires: MAY 31, 1999

THIS INSTRUMENT PREPARED BY:

DANIEL HICKS, P.A.
Hicks & MacQuarrie
Post Office Drawer 1088
Ocala, FL 34478-1088
(904) 351-3353
Florida Bar No. 0145139

LEGAL3047.agm

Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

Parcel 12000, of Section 1, Township 19S, Range 17E and Parcels 34100 and 34200 of Section 6, Township 19S, Range 18E an unrecorded subdivision further described as follows:
Begin at the NE corner of the NE 1/4 of SE 1/4 of Section 1, Township 19 South, Range 17 East, thence S 0° 59' 3" E along the East line of said Section 1, a distance of 1327.11 feet to the SE corner of said NE 1/4 of SE 1/4, thence N 27° 30' 41" W 1491.14 feet to the NW corner of the said E 1/2 of said NE 1/4 of SE 1/4, thence N 89° 37' 21" E along the North line of said NE 1/4 of SE 1/4, a distance of 665.82 feet to the Point of Beginning.
AND
The SE 1/4 of the SE 1/4 of the NE 1/4 of Section 1, Township 19S, Range 17E, Citrus County, Florida.
AND
An 80 foot wide road right-of-way described as follows: Commence at the SW corner of the SE 1/4 of the SE 1/4 of the NE 1/4 of Section 1, Township 19S, Range 17E, thence N 0° 52' 53" W along the West line of said SE 1/4 of the SE 1/4 of the NE 1/4, a distance of 124.21 feet to the Point of Beginning, thence N 43°21'13" W 164.47 feet to the P.C. of a curve, concaved Northeasterly, having a central angle of 16° 50' 38" and a radius of 540 feet, thence Northwesterly along the arc of said curve, a distance of 158.75 feet to the P.T. of said curve, thence N 26° 30' 35" W 544.88 feet to the P.C. of a curve concaved Southwesterly, having a central angle of 16° 16' 09" and a radius of 460 feet, thence Northwesterly along the arc of said curve a distance of 130.62 feet to the P.T. of said curve, thence N 42° 46' 44" W 163.94 feet to a point on the East right-of-way line of a County Road, known as Rock Crusher Road, said point being 33 feet from measured at right angles to the centerline of the existing pavement of said Rock Crusher Road, thence N 8° 47' 29" W along said right-of -way line a distance of 143.11 feet, thence leaving said right-of-way line S 42° 46' 44" E 282.60 feet to the P.C. of a curve, concaved Southwesterly, having a central angle of 16° 16' 09" and a radius of 540 feet, thence Southeasterly along the arc of said curve, a distance of 153.33 feet to the P.T. of said curve, thence S 26° 30' 35" E 544.88 feet to the P.C. of a curve, concaved Northeasterly, having a central angle of 16° 50' 38' and a radius of 460 feet, thence Southeasterly along the arc of said curve, a distance of 135.23 feet to the P.T. of said curve, thence S 43° 21' 13" E 77.08 feet to a point on the West line of said SE 1/4 of SE 1/4 of NE 1/4, thence S 0° 52' 53" E along said West line a distance of 118.48 feet to the Point of Beginning.
LESS AND EXCEPT THE FOLLOWING:
Begin at the intersection of the Northeasterly right-of-way line of an 80 foot wide road as described in deed recorded in Official Record Book 624, page 1179 and 1180, public records of Citrus County, Florida and the East right-of-way of North Rock

BK1086PG1201

Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

Crusher Road, as shown on Citrus County Prescriptive Road, Plat Book 1, pages 53 to 62, inclusive, public records of Citrus County, Florida, thence S 42° 49' 21" E along the Northeasterly right-of-way line of said 80 foot wide road a distance of 25.62 feet, thence S 0° 34' 06" E 99.62 feet to a point on the East right-of-way line of said North Rock Crusher Road, thence N 8° 50' 05" W along said East right-of-way line a distance of 119.83 feet to the Point of Beginning.

AND

The N 1/2 of the SE 1/4 of the NW 1/4 of the SW 1/4 and the SW 1/4 of NW 1/4 of SW 1/4 and the N 1/2 of the NW 1/4 of the SW 1/4 and the SW 1/4 of the NW 1/4 of Section 6, Township 19S, Range 18E, LESS AND EXCEPT that portion conveyed in Official Record Book 622, page 1306, public records of Citrus County, Florida.

BK1086PG0202

Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

also described as

Parcel 12000, of Section 1, Township 19S, Range 17 E and Parcels 34100 and 34200 of Section 6, Township 19S, Range 18E an unrecorded subdivision further described as follows:
Begin at the NE corner of the NE 1/4 of SE 1/4 of Section 1, Township 19 South, Range 17 East, thence S 0° 59' 3" E along the East line of said Section 1, a distance of 1327.11 feet to the SE corner of said NE 1/4 of SE 1/4, thence N 27° 30' 41" W 1491.14 feet to the NW corner of the said E 1/2 of said NE 1/4 of SE 1/4, thence N 89° 37' 21" E along the North line of said NE 1/4 of SE 1/4, a distance of 665.82 feet to the Point of Beginning.
AND
The SE 1/4 of the SE 1/4 of the NE 1/4 of Section 1, Township 19S, Range 17E, Citrus County, Florida.
AND
AN 80 foot wide road right-of-way described as follows: Commance at the SW corner of the SE 1/4 of the SE 1/4 of the NE 1/4 of Section 1, Township 19S, Range 17 E, thence N 0° 52' 53" W along the West line of said SE 1/4 of the SE 1/4 of the NE 1/4, a distance of 124.21 feet to the Point of Beginning, thence N 43° 21' 13" W 164.47 feet to the P.C. of a curve, concaved Northeasterly, having a central angle of 16° 50' 38" and a radius of 540 feet, thence Northwesterly along the arc of said curve, a distance of 158.75 feet to the P.T. of said curve, thence N 26° 30' 35" W 544.88 feet to the P.C. of a curve concaved Southwesterly, having a central angle of 16° 16' 09" and a radius of 460 feet, thence Northwesterly along the arc of said curve a distance of 130.62 feet to the P.T. of said curve, thence N 42° 46' 44" W 163.94 feet to a point on the East right-of-way line of a County Road, known as Rock Crusher Road, said point being 33 feet from measured at right angles to the centerline of the existing pavement of said Rock Crusher Road, thence N 8° 47' 29" W along said right-of-way line a distance of 143.11 feet, thence leaving said right-of-way line S 42° 46' 44" E 282.60 feet to the P.C. of a curve, concaved Southwesterly, having a central angle of 16° 16' 09" and a radius of 540 feet, thence Southeasterly along the arc of said curve, a distance of 153.33 feet to the P.T. of said curve, thence S 26° 30' 35" E 544.88 feet to the P.C. of a curve, concaved Northeasterly, having a central angle of 16° 50' 38" and a radius of 460 feet, thence Southeasterly along the arc of said curve, a distance of 135.23 feet to the P.T. of said curve, thence S 43° 21' 13" E 77.08 feet to a point on the West line of said SE 1/4 of SE 1/4 of NE 1/4, thence S 0° 52' 53" E along said West line a distance of 118.48 feet to the Point of Beginning.
LESS AND EXCEPT THE FOLLOWING:
Begin at the intersection of the Northeasterly right-of-way line of an 80 foot wide road as described in deed recorded in Official Record Book 624, page 1179 and 1180, public records of Citrus County, Florida and the East right-of-way of North Rock Crusher Road, as shown on Citrus County Prescriptive Road, Plat Book 1, pages 53 to 62, inclusive, public records of Citrus County, Florida, thence S 42° 49' 21" E along the Northeasterly right-of-way line of said 80 foot wide road a distance of 25.62 feet, thence S 0° 34' 06" E 99.62 feet to a point on the East right-of-way line of said North Rock Crusher Road, thence N 8° 50' 05" W along said East right-of-way line a distance of 119.83 feet to the Point of Beginning.
AND
The N 1/2 of the SE 1/4 of the NW 1/4 of the SW 1/4 and the SW 1/4 of NW 1/4 of SW 1/4 and the N 1/2 of the NW 1/4 of the SW 1/4 and the SW 1/4 of the NW 1/4 of Section 6, Township 19S, Range 18E, LESS AND EXCEPT that portion conveyed in Official Record Book 622, page 1306, public records of Citrus County, Florida.

BK 1086 PG 0203

Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

Acc 10.50
$5 220.00

CRYSTAL RIVER TITLE COMPANY, INC.

THIS WARRANTY DEED, Made this 2ND day of JANUARY, A. D. 1991

between ROY F. CUNNINGHAM AND AMY R. CUNNINGHAM, AS JOINT TENANTS WITH RIGHT OF SURVIVIORSHIP

hereinafter

called the Grantor, and

CITRUS COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

whose mailing address is:

C/O OFFICE OF COUNTY ATTORNEY-107 N. PARK AVE., SUITE 8 INVERNESS, FL. 32650

hereinafter called the Grantee,

WITNESSETH, That the said Grantor, for and in consideration of the sum of ten dollars ($10.00) and other valuable considerations to said Grantor in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, and sold unto the said Grantee, and Grantee's heirs, or successors, and assigns forever, all that certain parcel of land in the County of Citrus and State of Florida, to wit:

FOR LEGAL DESCRIPTION-SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

SUBJECT TO easement of record.

"The lands described shall only be used for road right-of-way and utility purposes. Grantor does hereby reserve an easement for ingress and egress to its abutting lands."

'91 JAN 4 PM 1 [illegible]
VERIFIED BY:
D.C.

FILED & RECORDED
CITRUS COUNTY, FLORIDA
BETTY STRIFLER, CLERK

657326

GRANTOR WARRANTS AND CERTIFIES THAT THE HEREIN DESCRIBED LAND DOES NOT CONSTITUTE THE HOMESTEAD OF THE GRANTOR AS DEFINED BY THE CONSTITUTION OF THE STATE OF FLORIDA.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

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, except taxes for year 1990 and subsequent.
("Grantor" and "Grantee" are used herein for singular or plural, the singular shall include the plural, and any gender shall include all genders, as context requires.)

Signed, Sealed and Delivered in Our Presence:

(Wit.) Terry A. DeRocha — Roy F. Cunningham (Seal)
(Wit.) Stella V. Lawson — ROY F. CUNNINGHAM (Seal)
(Wit.) — Amy R. Cunningham (Seal)
(Wit.) — AMY R. CUNNINGHAM (Seal)

State of Florida
County of Citrus

I HEREBY CERTIFY, That on this 2ND day of JANUARY, A. D., 1991 before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared ROY F. CUNNINGHAM AND AMY R. CUNNINGHAM, AS JOINT TENANTS WITH RIGHTS OF SURVIVIORSHIP to me known to be the person described in and who executed the foregoing conveyance and acknowledged before me that he executed the same.

WITNESS My signature and official seal in the County and State last aforesaid.

Terry A. DeRocha
Notary Public

My Commission Expires: Notary Public, State Of Florida At Large
My Commission Expires Nov 19, 1991

This instrument was prepared by:

JACK GEISINGER, of Crystal River Title Company, Inc.
Post Office Box 1437
Crystal River, FL 32629
incident to the issuance of a title insurance policy.

RETURN TO:
Crystal River Title Co., Inc.
File # 90-37870
A/K#2516101 "PARCEL # 22210
PARCEL NO.
A/K#2516097 "PARCEL # 33100

(Affix Notary Seal above)

BK 0881 PG 0218
STATE OF FLORIDA
DOCUMENTARY STAMP TAX
JAN-4-91
220.00

NO PRINTING CO., Inverness, FL (904) 726-2028 Forms 4 WD/CRTC

Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

E X H I B I T "A"

The South 80 feet of the SE 1/4 of the SE 1/4 of the SE 1/4 of Section 36, Township 18 South, Range 17 East, Citrus County, Florida, Subject to a 35 foot wide easement over and across the South 35 feet thereof as described in deed recorded in Official Record Book 578, page 1795, public records of Citrus County, Florida.
AND the South 80 feet of the E 1/2 of the W 1/2 of the SW 1/4 and the South 80 feet of the W 1/2 of the W 1/2 of the SW 1/4 all being in Section 31, Township 18 South, Range 18 East, Citrus County, Florida, Subject to a 35 foot wide easement over and across the South 35 feet thereof as described in deed recorded in Official Record Book 578, page 1795, public records of Citrus County, Florida.

BK0881PG0219

Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

At the meeting of the Board of County Commissioners of Citrus County, Florida, held in the Citrus County Courthouse at Inverness, Florida, at 1:15 o'clock P.M. on the 20th day of February, 1990, Commissioner Hudson introduced and moved the adoption of the following:

RESOLUTION NO. 90 - 30

WHEREAS, this Board adopted a resolution calling a public hearing to determine the advisability of closing, vacating, abandoning and discontinuing the existing street, alleyway, road, highway or other place used for travel to be held in the County Commissioners' Room in the Citrus County Courthouse at Inverness, Florida, at 1:15 P.M. on the 20th day of February, 1990, and

WHEREAS, Notice of such hearing was published in accordance with the law, and

WHEREAS, hearing has been held in accordance with such Resolution, Notice and the law pertaining thereto, and

WHEREAS, this Board has determined that said portion of that certain street, alleyway, road, highway or other place used for travel should be closed, vacated, discontinued and abandoned;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Citrus County, Florida, in regular meeting this 20th day of February, 1990, as follows:

1. That the portion of the street, alleyway, road, highway or other place used for travel described on the attached Exhibit "A", which is hereby made a part hereof by reference, be and the same is hereby closed, vacated, abandoned and discontinued effective the 1st day of September, 1990.

2. That this Resolution be signed by the Chairman of this Board, attested by the Clerk of this Board and that the seal of this Board be affixed thereto and recorded in the Public Records of this County.

3. That notice of the adoption of this Resolution be published in a weekly newspaper authorized by law to publish legal notices in Citrus County, Florida within thirty days from this date.

BK0847PG0150

Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

Said motion seconded by Commissioner Cohen and carried.

BOARD OF COUNTY COMMISSIONERS
OF CITRUS COUNTY, FLORIDA

ATTEST:

BY: William H. Langley Sr.
WILBUR H. LANGLEY, SR.
CHAIRMAN

BETTY STRIFLER, CLERK

SEAL

FILED AND RECORDED
CITRUS COUNTY, FLORIDA
BETTY STRIFLER, CLERK

'90 MAR 6 PM 2 37

VERIFIED BY: D.C.

619303

APPROVED AS TO FORM AND CORRECTNESS:

LARRY M. HAAG
COUNTY ATTORNEY

8K0847PG0151

Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

Exhibit "A"

(PARCEL 1)
COMMENCE AT THE SOUTHWEST CORNER OF SECTION 6, TOWNSHIP 19 SOUTH, RANGE 18 EAST, THENCE N 0°59'40"E ALONG THE WEST LINE OF SAID SECTION 6 A DISTANCE OF 64.45 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF NORTH ROCK CRUSHER ROAD AS SHOWN IN CITRUS COUNTY PRESCRIPTIVE ROAD PLAT BOOK 1, PAGES 53 THROUGH 62, PUBLIC RECORDS OF CITRUS COUNTY FLORIDA, THENCE N 75°44'44"W ALONG SAID RIGHT-OF-WAY LINE 50.36 FEET TO THE POINT OF BEGINNING, THENCE CONTINUE N 75°44'44"W ALONG SAID RIGHT-OF-WAY LINE 40.49 FEET TO THE P.C. OF A CURVE CONCAVED NORTHEASTERLY HAVING A CENTRAL ANGLE OF 22°10'10" AND A RADIUS OF 449.80 FEET THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 175.09 FEET TO THE P.T. OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N 64°35'39"W AND 173.98 FEET), THENCE N 53°26'34"W ALONG SAID RIGHT-OF-WAY LINE 307.60 FEET TO THE P.C. OF A CURVE CONCAVED EASTERLY HAVING A CENTRAL ANGLE OF 60°19'53" AND A RADIUS OF 210 FEET, THENCE NORTHERLY ALONG THE ARC OF SAID CURVE 250.45 FEET TO THE P.T. OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N 19°16'30"W AND 235.07 FEET), THENCE N 14°53'19"E ALONG SAID RIGHT-OF-WAY LINE 102.05 FEET TO A POINT ON THE ARC OF A CURVE CONCAVED NORTH EASTERLY HAVING A CENTRAL ANGLE OF 24°43'42" AND A RADIUS OF 1200 FEET, THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 00.14 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-LINE OF NORTH ROCK CRUSHER ROAD AS SHOWN ON SAID PLAT (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S 23°43'24"E AND 00.13 FEET), THENCE S 14°53'19"W ALONG SAID RIGHT-OF-WAY LINE 39.44 FEET TO THE P.C. OF A CURVE CONCAVED EASTERLY HAVING A CENTRAL ANGLE OF 60°19'53" AND A RADIUS OF 160 FEET (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S 19°16'30"E AND 179.71 FEET), THENCE S 53°26'34"E ALONG SAID RIGHT-OF-WAY LINE 307.60 FEET TO THE PC OF A CURVE CONCAVED NORTHEASTERLY HAVING A CENTRAL ANGLE OF 22°10'10" AND A RADIUS OF 399.00 FEET, THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 24.09 FEET TO A POINT ON A CURVE CONCAVED NORTHEASTERLY HAVING A CENTRAL ANGLE OF 24°43'42" AND A RADIUS OF 1200 FEET (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S 55°10'08"E AND 24.09 FEET), THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 64.75 FEET TO THE P.T. OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S 51°53'45"E AND 64.75 FEET), THENCE S 53°26'34"E 119.26 FEET TO THE P.O.B.

CONTAINS 0.04 ACRES M.O.L.

BK0847PG0152

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Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

(PARCEL 2)
COMMENCE AT THE SOUTHWEST CORNER OF SECTION 6, TOWNSHIP 19 SOUTH, RANGE 18 EAST, THENCE N 0°59'40"E ALONG THE WEST LINE OF SAID SECTION 6 A DISTANCE OF 64.45 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF NORTH ROCK CRUSHER ROAD AS SHOWN IN CITRUS COUNTY PRESCRIPTIVE ROAD PLAT BOOK 1, PAGES 53 THROUGH 62, PUBLIC RECORDS OF CITRUS COUNTY FLORIDA, THENCE N 75°44'44"W ALONG SAID RIGHT-OF-WAY LINE 90.85 FEET TO THE P.C. OF A CURVE CONCAVED NORTHEASTERLY HAVING A CENTRAL ANGLE OF 22°18'10" AND A RADIUS OF 449.80 FEET THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 175.09 FEET TO THE P.T. OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N 64°35'39"W AND 173.98 FEET), THENCE N 53°26'34"W ALONG SAID RIGHT-OF-WAY LINE 307.60 FEET TO THE P.C. OF A CURVE CONCAVED EASTERLY HAVING A CENTRAL ANGLE OF 60°19'53" AND A RADIUS OF 210 FEET, THENCE NORTHERLY ALONG THE ARC OF SAID CURVE 250.45 FEET TO THE P.T. OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N 19°16'30"W AND 235.07 FEET), THENCE N 14°53'19"E ALONG SAID RIGHT-OF-WAY LINE 113.24 FEET TO THE P.C. OF A CURVE CONCAVED WESTERLY HAVING A CENTRAL ANGLE OF 13°02'09" AND A RADIUS OF 825.26 FEET (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N 0°22'15"E AND 187.36 FEET), THENCE N 1°51'10"E 52.05 FEET TO THE POINT OF BEGINNING, THENCE CONTINUE N 1°51'10"E 290.67 FEET TO THE P.C. OF A CURVE CONCAVED WESTERLY HAVING A CENTRAL ANGLE OF 26°14'35" AND A RADIUS OF 370.99 FEET, THENCE NORTHERLY ALONG THE ARC OF SAID CURVE 173.59 FEET TO THE P.T. OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N 11°16'07"W AND 172.07 FEET), THENCE N 24°23'25"W 53.09 FEET TO A POINT ON THE ARC OF A CURVE CONCAVED WESTERLY HAVING A CENTRAL ANGLE OF 26°38'10" AND A RADIUS OF 1200 FEET, THENCE NORTHERLY ALONG THE ARC OF SAID CURVE 242.46 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF THE AFOREMENTIONED NORTH ROCK CRUSHER ROAD (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N 12°35'01"W AND 242.04 FEET, SAID POINT ALSO BEING ON THE ARC OF A CURVE CONCAVED WESTERLY HAVING A CENTRAL ANGLE OF 5°01'37" AND A RADIUS OF 1135 FEET THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE 32.67 FEET TO THE P.T. OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S 25°12'53"E AND 32.67 FEET), THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE S 24°23'25"E 257.27 FEET TO THE PC OF A CURVE CONCAVED WESTERLY HAVING A CENTRAL ANGLE OF 26°14'35" AND A RADIUS OF 420.99 FEET, THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE 196.49 FEET TO THE PT OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS

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Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

BEING S 11°16'07"E AND 194.78 FEET), THENCE S 1°51'10"W 343.52FEET TO THE P.C. OF A CURVE CONCAVED WESTERLY HAVING A CENTRAL ANGLE OF 13°02'09" AND A RADIUS OF 875.26 FEET, THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE 99.35 FEET TO A POINT ON THE ARC OF A CURVE CONCAVED EASTERLY HAVING A CENTRAL ANGLE OF 49° 00' 45" AND A RADIUS OF 1100 FEET, (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S 5°06'17"W AND 99.30 FEET.), THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 150.40 FEET TO THE POINT OF BEGINNING, (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N 14° 26' 01" W AND 150.26 FEET).

CONTAINS 0.82 ACRES M.O.L.

BK0847PG0154

Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

(PARCEL 3)
COMMENCE AT THE SOUTHEAST CORNER OF SECTION 1, TOWNSHIP 19 SOUTH, RANGE 17 EAST, THENCE N 0°59'40" W ALONG THE EAST LINE OF SAID SECTION 1 A DISTANCE OF 64.45 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF NORTH ROCK CRUSHER ROAD AS SHOWN IN CITRUS COUNTY PRESCRIPTIVE ROAD PLAT BOOK 1, PAGES 53 THROUGH 62, PUBLIC RECORDS OF CITRUS COUNTY FLORIDA, THENCE N 75°44'44"W ALONG SAID RIGHT-OF-WAY 90.05 FEET TO THE P.C. OF A CURVE CONCAVED NORTHEASTERLY HAVING A CENTRAL ANGLE OF 22°10'10" AND A RADIUS OF 449.00 FEET TO THE P.T. OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N 64°35'39"W AND 173.90 FEET), THENCE CONTINUE ALONG SAID RIGHT-OF-WAY N 53°26'34"W 307.68 FEET TO THE P.C. OF A CURVE CONCAVED EASTERLY HAVING A CENTRAL ANGLE OF 68°19'53" AND A RADIUS OF 210 FEET, THENCE NORTHERLY ALONG THE ARC OF SAID CURVE 250.45 FEET TO THE P.T. OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N 19°16'30"W AND 235.87 FEET), THENCE CONTINUE ALONG SAID RIGHT-OF-WAY N 14°53'19"E 113.24 FEET TO THE P.C. OF A CURVE CONCAVED NORTHWESTERLY HAVING A CENTRAL ANGLE OF 13°02'09" AND A RADIUS OF 825.26 THENCE NORTHERLY ALONG THE ARC OF SAID CURVE 187.76 FEET TO THE P.T. OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N 8°22'15"E AND 187.36 FEET) THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE N 1°51'10"E 343.52 FEET TO THE P.C. OF A CURVE CONCAVED WESTERLY HAVING A CENTRAL ANGLE OF 26°14'35" AND A RADIUS OF 378.99 FEET THENCE NORTHERLY ALONG THE ARC OF SAID CURVE 173.59 FEET TO THE P.T. OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N 11°16'07"W AND 172.07 FEET), THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE N 24°23'25"W 257.27 FEET, TO THE P.C. OF A CURVE CONCAVED SOUTHWESTERLY HAVING A CENTRAL ANGLE OF 6° 40' 34" AND A RADIUS OF 1085 FEET, THENCE NORTHERLY ALONG THE ARC OF SAID CURVE 126.42 FEET TO THE P.T. OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N 27°43'42"W AND 126.35 FEET), THENCE CONTINUE ALONG SAID RIGHT-TO-WAY LINE N 31°03'59"W 513.98 FEET TO THE P.C. OF A CURVE CONCAVED WESTERLY HAVING A CENTRAL ANGLE OF 6°02'46" AND A RADIUS OF 1043.53 FEET, THENCE NORTHERLY ALONG THE ARC OF SAID CURVE 194.54 FEET TO THE P.T. OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N 34°05'22"W AND 194.45 FEET), THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE N 37°06'45"W 139.99 FEET TO THE POINT OF BEGINNING, THENCE CONTINUE N 37°06'45"W 34.01 FEET TO THE P.C. OF A CURVE CONCAVED NORTHWESTERLY HAVING A CENTRAL ANGLE OF 14°00'57" AND A RADIUS OF 844.86, THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 206.67 FEET TO THE P.T. OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N 44°07'14"W AND 206.16 FEET), THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE N 51°07'42"W 105.03 FEET TO THE P.C. OF A COMPOUND

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Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

CURVE CONCAVED EASTERLY HAVING A CENTRAL ANGLE OF 35°23'09" AND A RADIUS OF 341.10 FEET, THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 210.71 FEET TO THE POINT OF COMPOUND CURVATURE OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N 33°26'09"W AND 207.30 FEET), THENCE NORTHEASTERLY 145.40 FEET ALONG THE ARC OF A CURVE CONCAVED EASTERLY HAVING A CENTRAL ANGLE OF 61°42'42" AND A RADIUS OF 135 FEET TO THE P.T. OF SAID COMPOUND CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N 15°06'40"E AND 138.40 FEET), THENCE CONTINUE ALONG SAID RIGHT-OF-WAY N 45°50'09"E 83.94 FEET TO THE P.C. OF A CURVE CONCAVED NORTHWESTERLY HAVING A CENTRAL ANGLE OF 34°53'03" AND A RADIUS OF 147 FEET, THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 10.87 FEET TO A POINT ON THE ARC OF A CURVE CONCAVED EASTERLY HAVING A CENTRAL ANGLE OF 30°29'53" AND A RADIUS OF 1650 FEET (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N 43°51'06"E AND 10.86 FEET), THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE 59.26 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE AFOREMENTIONED NORTH ROCK CRUSHER ROAD (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S 12° 18' 17" E AND 59.26 FEET), THENCE S 45°50'09"W 63.64 FEET TO THE P.C. OF A COMPOUND CURVE CONCAVED SOUTHEASTERLY HAVING A CENTRAL ANGLE OF 61°42'42" AND A RADIUS OF 85 FEET, THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE 91.55 FEET TO THE POINT OF COMPOUND CURVATURE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S 15°06'40"W AND 87.19 FEET) THENCE SOUTHERLY 179.83 FEET ALONG THE ARC OF A CURVE CONCAVED NORTHEASTERLY HAVING A CENTRAL ANGLE OF 35°23'09" AND A RADIUS OF 291.10 FEET TO THE P.T. OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S 33°26'10"E AND 176.99 FEET), THENCE S 51°07'42"E 105.03 FEET TO THE P.C. OF A CURVE CONCAVED SOUTHWESTERLY HAVING A CENTRAL ANGLE OF 14°00'57" AND A RADIUS OF 894.06 FEET, THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 24.92 FEET TO A POINT ON A CURVE CONCAVED SOUTHEASTERLY HAVING A CENTRAL ANGLE OF 30°29'53" AND A RADIUS OF 1600 FEET (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S 50° 19' 50" E AND 24.92 FEET), THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE 128.99 FEET TO THE P.C. OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S 28°49'33"E AND 128.96 FEET), THENCE S 31°03'59"E 99.40 FEET TO THE POINT OF BEGINNING.

(CONTAINS 0.69 ACRES M.O.L.)

BK0847PG0156

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Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

Parcel H

Commence at the southeast corner of section 1, township 19 south, range 17 east, thence N 0°59'40" W along the east line of said section 1 a distance of 64.45 feet to a point on the southerly right-of-way line of north Rock Crusher Road as shown in Citrus County Prescriptive Road Plat Book 1, Pages 53 through 62, public records of Citrus County Florida, thence N 75°44'44" W along said right-of-way 90.85 feet to the P.C. of a curve concaved northeasterly having a central angle of 22°10'10" and a radius of 449.80 feet to the P.T. of said curve (chord bearing and distance between said points being N 64°35'39"W and 173.98 feet), thence continue along said right-of-way N 53°26'34"W 307.68 feet, to the P.C. of a curve concaved easterly having a central angle of 68°19'53" and a radius of 210 feet, thence northerly along the arc of said curve 250.45 feet to the P.T. of said curve (chord bearing and distance between said points being N 19°16'38"W and 235.87 feet) thence continue along said right-of-way N 14°53'19" E 113.24 feet to the P.C. of a curve concaved northwesterly having a central angle of 13°02'09" and a radius of 825.26 feet thence northerly along the arc of said curve 187.76 feet to the P.T. of said curve (chord bearing and distance between said points being N 8°22'15" E and 187.36 feet) thence continue along said right-of-way line N 1°51'10" E 343.52 feet to the P.C. of a curve concaved westerly having a central angle of 26°14'35" and a radius of 378.99 feet (chord bearing and distance between said points being N 11°16'07" W and 172.07 feet), thence continue along said right-of-way line N 24°23'25"W 257.27 feet, to the P.C. of a curve concaved southwesterly having a central angle of 6° 40' 34" and a radius of 1085 feet, thence northerly along the arc of said curve 126.42 feet to the P.T. of said curve(chord bearing and distance between said points being N 27°43'42" W and 126.35 feet), thence continue along said right-of-way line N 31°03'59" W 513.98 feet to the P.C. of a curve concaved westerly having a central angle of 6° 02' 46" and a radius of 1843.53 feet, thence northerly along the arc of said curve 194.54 feet to the P.T. of said curve (chord bearing and distance between said points being N 34°05'22"W and 194.45 feet), thence continue along said right-of-way line N 37° 06' 45" W 174 feet to the P.C. of a curve concaved southeasterly having a central angle of 14° 00' 57" and a radius of 844.86 feet, thence northwesterly along the arc of said curve 206.67 feet to the P.T. of said curve (chord bearing and distance between said points being N 44° 07' 14" W and 206.16 feet), thence N 51° 07' 42"W 105.03 feet to the P.C. of a compound curve concaved easterly having a central angle of 35°23'09" and a radius of 341.18 feet, thence northwesterly along the arc of said curve 210.71 feet to the point of compound curvature of said curve (chord bearing and distance between said

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Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

points being N 33°26'09" W and 207.38 feet) thence northeasterly 145.40 feet along the arc of a curve concaved easterly having a central angle of 61°42'42" and a radius of 135 feet to the P.T. of said compound curve (chord bearing and distance between said points being N 15°06'40" E and 138.48 feet), thence continue along said right-of-way N 45°58'09"E 83.94 feet to the P.C. of a compound curve concaved northwesterly having a central angle of 34°53'03" and a radius of 147 feet thence northeasterly along the arc of said curve 89.50 feet to the point of compound curvature of said curve (chord bearing and distance between said points being N 28°31'37" E and 88.12 feet), thence northerly 130.92 feet along the arc of a curve concaved westerly having a central angle of 9°16'13" and a radius of 809.18 feet to the P.T. of said curve (chord bearing and distance between said points being N 6°26'59" E and 130.78 feet), thence leaving said right-of-way S 00° 11' 07" E 50 feet to the point of beginning, said point also being on the easterly right-of-way line of the aforementioned North Rock Crusher Road, thence N 1°40'53" E along said right-of-way line 177.31 feet to the P.C. of a curve concaved westerly having a central angle of 16°19'46" and a radius of 950 feet, thence northerly along the arc of said curve 270.75 feet to the PT of said curve (chord bearing and distance between said points being N 6° 21'00" W and 269.84 feet), thence N 0° 50' 05" W along said right-of-way 70.20 feet, thence S 0° 34' 06" E 405.48 feet, to the P.C. of a curve concaved easterly having a central angle of 30°29'53" and a radius of 1550 feet, thence southerly along the arc of said curve 220.43 feet to a point on the arc of a curve having a central angle of 9°16'13" and a radius of 859.18 feet, said point also being on the easterly right-of-way line of the aforementioned North Rock Crusher Road (chord bearing and distance between said points being S 4° 47' 21" E and 228.28 feet), thence northerly along the arc of said curve 118.80 feet to the point of beginning (chord bearing and distance between said points being N 5°46'33"E and 118.70 feet).

Contains 0.36 acres M.O.L.

BK0847PG0158

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Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

Proof of Publication

from the
CITRUS COUNTY CHRONICLE
Inverness, Citrus County, Florida
PUBLISHED DAILY

RECEIVED
FEB 13 1990

STATE OF FLORIDA
COUNTY OF CITRUS

S-CRN 3429-0204

PUBLIC NOTICE

NOTICE IS HEREBY GIVEN that a public hearing will be held in the County Commissioners' Room at the Citrus County Courthouse in Inverness, Florida, at 1:15 o'clock P.M. on the 20th day of February, 1990, by the Board of County Commissioners of Citrus County, Florida, to determine the advisability of vacating, abandoning, discontinuing and closing the existing street, alleyway, road, highway, or other place used for travel, or any portion thereof described on the attached Exhibit "A", renouncing and disclaiming any right of Citrus County and the public in and to any land described on the attached Exhibit "A".

If a person decides to appeal any decision made by the Board of County Commissioners with respect to any matter considered at this public hearing he will need to ensure that a verbatim record of the proceeding is made which record shall include the testimony and evidence upon which the appeal is based.

WILBUR H. LANGLEY, SR.
CHAIRMAN
BOARD OF COUNTY COMMISSIONERS
OF CITRUS COUNTY, FLORIDA

Exhibit "A"

(PARCEL 1) COMMENCE AT THE SOUTHWEST CORNER OF SECTION 6, TOWNSHIP 19 SOUTH, RANGE 18 EAST, THENCE N 0° 59'40" E ALONG THE WEST LINE OF SAID SECTION 6 A DISTANCE OF 64.46 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF NORTH ROCK CRUSHER ROAD AS SHOWN IN CITRUS COUNTY PRESCRIPTIVE ROAD PLAT BOOK 1, PAGES 53 THROUGH 62, PUBLIC RECORDS OF CITRUS COUNTY FLORIDA, THENCE N 79° 44'44" W ALONG SAID RIGHT-OF-WAY LINE 80.36 FEET TO THE POINT OF BEGINNING, THENCE CONTINUE N 79° 44'44" W ALONG SAID RIGHT-OF-WAY LINE 40.48 FEET TO THE P.C. OF A CURVE CONCAVED NORTHEASTERLY HAVING A CENTRAL ANGLE OF 22° 18'10" AND A RADIUS OF 449.80 FEET THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 175.09 FEET TO THE P.T. OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N 64° 35'39" W AND 173.98 FEET), THENCE N 53° 26'34" W ALONG SAID RIGHT-OF-WAY LINE 307.68 FEET TO THE P.C. OF A CURVE CONCAVED EASTERLY HAVING A CENTRAL ANGLE OF 68° 18'53" AND A RADIUS OF 210 FEET, THENCE NORTHERLY ALONG THE ARC OF SAID CURVE 250.48 FEET TO THE P.T. OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N 19° 16'38" W AND 236.87 FEET), THENCE N 14° 53'19" E ALONG SAID RIGHT-OF-WAY LINE 107.08 FEET TO A POINT ON THE ARC OF A CURVE CONCAVED NORTHEASTERLY HAVING A CENTRAL ANGLE OF 24° 43'42" AND A RADIUS OF 1200 FEET, THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 90.14 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-LINE OF NORTH ROCK CRUSHER ROAD AS SHOWN ON SAID PLAT (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S 23° 43'26" E AND 90.12 FEET), THENCE S 14° 53'19" W ALONG SAID RIGHT-OF-WAY LINE 38.44 FEET TO THE O.C. OF A CURVE CONCAVED EASTERLY HAVING A CENTRAL ANGLE OF 60° 18'53" AND A RADIUS OF 180 FEET (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S 19° 16'38" AND 179.71 FEET), THENCE S 53° 26'34" E ALONG SAID RIGHT-OF-WAY LINE 307.68 FEET TO THE PC OF A CURVE CONCAVED NORTHEASTERLY HAVING A CENTRAL ANGLE OF 22° 18'10" AND A RADIUS OF 398.80 FEET, THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 24.09 FEET TO A POINT ON A CURVE CONCAVED NORTHEASTERLY HAVING A CENTRAL ANGLE OF 24° 43'42" AND A RADIUS OF 1200 FEET (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S 55° 10'08" E AND 24.08 FEET), THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 64.76 FEET TO THE P.T. OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S 51° 53'45" E AND 64.75 FEET), THENCE S 53° 26'34" E 118.26 FEET TO THE P.O.B.

CONTAINS 0.84 ACRES M.O.L.

(PARCEL 2) COMMENCE AT THE SOUTHWEST CORNER OF SECTION 6, TOWNSHIP 19 SOUTH, RANGE 18 EAST, THENCE N 0° 59'40" E ALONG THE WEST LINE OF SAID SECTION 6 A DISTANCE OF 64.46 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF NORTH ROCK CRUSHER ROAD AS SHOWN IN CITRUS COUNTY PRESCRIPTIVE ROAD PLAT BOOK 1, PAGES 53 THROUGH 62, PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, THENCE N 79° 44'44" W ALONG SAID RIGHT-OF-WAY LINE 80.85 FEET TO THE P.C. OF A CURVE CONCAVED NORTHEASTERLY HAVING A CENTRAL ANGLE OF 22° 18'10" AND A RADIUS OF 449.80 FEET THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 175.09 FEET TO THE P.T. OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N 64° 35'39" W AND 173.98 FEET) THENCE N 53° 26'34" W ALONG SAID RIGHT-OF-WAY LINE 307.68 FEET TO THE P.C. OF A CURVE CONCAVED EASTERLY HAVING A CENTRAL ANGLE OF 68° 18'53" AND A RADIUS OF 210 FEET, THENCE NORTHERLY ALONG THE ARC OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N 19° 16'38" W AND 236.87 FEET), THENCE N 14° 53'19" E ALONG SAID RIGHT-OF-WAY LINE 113.24 FEET TO THE P.C. OF A CURVE CONCAVED WESTERLY HAVING A CENTRAL ANGLE OF 13° 07'09" AND A RADIUS OF 838.26 FEET (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N 8° 22'16" E AND 187.38 FEET), THENCE N 1° 51'10" E 82.85 FEET TO THE POINT OF BEGINNING, THENCE CONTINUE N 1° 51'10" E 290.67 FEET TO THE P.C. OF A CURVE CONCAVED WESTERLY HAVING A CENTRAL ANGLE OF 26° 14'35" AND A RADIUS OF 376.99 FEET, THENCE NORTHERLY ALONG THE ARC OF SAID CURVE 173.59 FEET TO THE P.T. OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N 11° 15'07" W AND 172.07 FEET), THENCE N 24° 22'25" W 83.06 FEET TO A POINT ON THE ARC OF A CURVE CONCAVED WESTERLY HAVING A CENTRAL ANGLE OF 28° 58'10" AND A RADIUS OF 1200 FEET, THENCE NORTHERLY ALONG THE ARC OF SAID CURVE 243.48 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF THE AFOREMENTIONED NORTH ROCK CRUSHER ROAD (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N 13° 33'01" W AND 243.04 FEET, SAID POINT ALSO BEING ON THE ARC OF A CURVE CONCAVED WESTERLY HAVING A CENTRAL ANGLE OF 9° 01'37" AND A RADIUS OF 1138 FEET THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE 92.87 FEET TO THE P.T. OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S 23° 12'33" E AND 92.84 FEET), THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE S 24° 23'22" E 287.27 FEET TO THE PC OF A CURVE CONCAVED WESTERLY HAVING A CENTRAL ANGLE OF 26° 14'35" AND A RADIUS OF 428.99 FEET, THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE 196.49 FEET TO THE PT OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S 11° 15'07" E AND 194.78 FEET), THENCE S 1° 51'10" W 343.62 FEET TO THE P.C. OF A CURVE CONCAVED WESTERLY HAVING A CENTRAL ANGLE OF 13° 02'09" AND A RADIUS OF 838.26 FEET, THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE 99.36 FEET TO A POINT ON THE ARC OF A CURVE CONCAVED EASTERLY HAVING A CENTRAL ANGLE OF 49° 00'48" AND A RADIUS OF 1100 FEET, (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S 8° 06'17" W AND 98.30 FEET), THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 156.40 FEET TO THE POINT OF BEGINNING, (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N 14° 26'01" W AND 156.28 FEET).

CONTAINS 0.82 ACRES M.O.L.

Before the undersigned authority personally appeared FIATH KENDRICK who on oath says that he/she is ASST. COMPTROLLER of the Citrus County Chronicle, a newspaper published daily at Inverness in Citrus County, Florida that the attached copy of advertisement being public notice in the matter of the NOTICE OF 3X21.5 ROP VACATING PLAT Court, was published in said newspaper in the issues of FEBRUARY 4, 1990

Affiant further says that the Citrus County Chronicle is a newspaper published at Inverness in said Citrus County, Florida, and that the said newspaper has heretofore been continuously published in Citrus 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.

Fiath Kendrick

Sworn to and subscribed before me this 6TH day of FEBRUARY AD 19 90

NOTARY PUBLIC

(SEAL) Notary Public Peggy R. Bixby

105.95

Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

(PARCEL 3) COMMENCE AT THE SOUTHEAST CORNER OF SECTION 1, TOWNSHIP 19 SOUTH, RANGE 17 EAST, THENCE N 0° 59'40" W ALONG THE EAST LINE OF SAID SECTION 1 A DISTANCE OF 64.45 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF NORTH ROCK CRUSHER ROAD AS SHOWN IN CITRUS COUNTY PRESCRIPTIVE ROAD PLAT BOOK 1, PAGES 53 THROUGH 62, PUBLIC RECORDS OF CITRUS COUNTY FLORIDA, THENCE N 75° 44'44" W ALONG SAID RIGHT-OF-WAY 90.85 FEET TO THE P.C. OF A CURVE CONCAVED NORTHEASTERLY HAVING A CENTRAL ANGLE OF 22° 16'10" AND A RADIUS OF 449.60 FEET TO THE P.T. OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N 64° 35'39" W AND 173.98 FEET), THENCE CONTINUE ALONG SAID RIGHT-OF-WAY N 53° 26'34" W 307.68 FEET TO THE P.C. OF A CURVE CONCAVED EASTERLY HAVING A CENTRAL ANGLE OF 68° 19'53" AND A RADIUS OF 210 FEET, THENCE NORTHERLY ALONG THE ARC OF SAID CURVE 250.45 FEET TO THE P.T. OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N 19° 16'38" W AND 235.87 FEET), THENCE CONTINUE ALONG SAID RIGHT-OF-WAY N 14° 53'19" E 113.24 FEET TO THE P.C. OF A CURVE CONCAVED NORTHWESTERLY HAVING A CENTRAL ANGLE OF 13° 02'09" AND A RADIUS OF 825.26 THENCE NORTHERLY ALONG THE ARC OF SAID CURVE 187.76 FEET TO THE P.T. OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N 8° 22'15" AND 187.36 FEET) THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE N 1° 51'10" E 343.52 FEET TO THE P.C. OF A CURVE CONCAVED WESTERLY HAVING A CENTRAL ANGLE OF 26° 14'35" AND A RADIUS OF 378.99 FEET THENCE NORTHERLY ALONG THE ARC OF SAID CURVE 173.59 FEET TO THE P.T. OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N 11° 16'07" W AND 172.07 FEET), THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE N 24° 23'25" W 257.27 FEET, TO THE P.C. OF A CURVE CONCAVED SOUTHWESTERLY HAVING A CENTRAL ANGLE OF 6° 40'34" AND A RADIUS OF 1085 FEET, THENCE NORTHERLY ALONG THE ARC OF SAID CURVE 126.42 FEET TO THE P.T. OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N 27° 43'42" W AND 126.35 FEET), THENCE CONTINUE ALONG SAID RIGHT-TO-WAY LINE N 31° 03'59" W 513.96 FEET TO THE P.C. OF A CURVE CONCAVED WESTERLY HAVING A CENTRAL ANGLE OF 6° 02'48" AND A RADIUS OF 1843.83 FEET, THENCE NORTHERLY ALONG THE ARC OF SAID CURVE 194.54 FEET TO THE P.T. OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N 34° 05'22" W AND 195.45 FEET), THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE N 37° 06'45" W 139.99 FEET TO THE POINT OF BEGINNING, THENCE CONTINUE N 37° 06'45" W 34.01 FEET TO THE P.C. OF A CURVE CONCAVED NORTHWESTERLY HAVING A CENTRAL ANGLE OF 14° 00'57" AND A RADIUS OF 844.86, THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 206.67 FEET TO THE P.T. OF SAID CURVE) CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N 44° 07'14" W AND 206.16 FEET), THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE N 51° 07'42" W 105.03 FEET TO THE P.C. OF A COMPOUND CURVE CONCAVED EASTERLY HAVING A CENTRAL ANGLE OF 35° 23'09" AND A RADIUS OF 341.18 FEET, THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 210.71 FEET TO THE POINT OF COMPOUND CURVATURE OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N 33° 26'09" W AND 207.38 FEET), THENCE NORTHEASTERLY 145.40 FEET ALONG THE ARC OF A CURVE CONCAVED EASTERLY HAVING A CENTRAL ANGLE OF 61° 42'42" AND A RADIUS OF 135 FEET TO THE P.T. OF SAID COMPOUND CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N 15° 06'48" E AND 138.48 FEET), THENCE CONTINUE ALONG SAID RIGHT-OF-WAY N 45° 58'09" E 83.94 FEET TO THE P.C. OF A CURVE CONCAVED NORTHWESTERLY HAVING A CENTRAL ANGLE OF 34° 53'03" AND A RADIUS OF 147 FEET, THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 10.87 FEET TO A POINT ON THE ARC OF A CURVE CONCAVED EASTERLY HAVING A CENTRAL ANGLE OF 30° 29'53" AND A RADIUS OF 1650 FEET (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N 43° 51'06" E AND 10.86 FEET), THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE 59.26 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE AFOREMENTIONED NORTH ROCK CRUSHER ROAD (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S 12° 19'17" E AND 59.26 FEET), THENCE S 45° 58'09" W 63.54 FEET TO THE P.C. OF A COMPOUND CURVE CONCAVED SOUTHEASTERLY HAVING A CENTRAL ANGLE OF 61° 42'42" AND A RADIUS OF 85 FEET, THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE 91.55 FEET TO THE POINT OF COMPOUND CURVATURE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S 15° 06'48" W AND 87.19 FEET) THENCE SOUTHERLY 179.83 FEET ALONG THE ARC OF A CURVE CONCAVED NORTHEASTERLY HAVING A CENTRAL ANGLE OF 35° 23'09" AND A RADIUS OF 291.18 FEET TO THE P.T. OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S 33° 26'10" E AND 176.99 FEET), THENCE S 51° 07'42" E 105.03 FEET TO THE P.C. OF A CURVE CONCAVED SOUTHWESTERLY HAVING A CENTAL ANGLE OF 14° 00'57" AND A RADIUS OF 894.86 FEET, THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 24.92 FEET TO A POINT ON A CURVE CONCAVED SOUTHEASTERLY HAVING A CENTRAL ANGLE OF 30° 29'53" AND A RADIUS OF 1600 FEET (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S 50° 19'50" E AND 24.92 FEET), THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE 128.99 FEET TO THE P.C. OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S 28° 49'33" E AND 128.96 FEET), THENCE S 31° 03'59" E 99.40 FEET TO THE POINT OF BEGINNING.

(CONTAINS 0.69 ACRES M.O.L.)

(PARCEL 4) COMMENCE AT THE SOUTHEAST CORNER OF SECTION 1, TOWNSHIP 19 SOUTH, RANGE 17 EAST, THENCE N 0°59'40" W ALONG THE EAST LINE OF SAID SECTION 1 A DISTANCE OF 64.45 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF NORTH ROCK CRUSHER ROAD AS SHOWN IN CITRUS PRESCRIPTIVE ROAD PLAT BOOK 1, PAGES 52 THROUGH 62, PUBLIC RECORDS OF CITRUS COUNTY FLORIDA, THENCE N 75°44'44" W ALONG SAID RIGHT-OF-WAY 90.85 FEET TO THE P.C. OF A CURVE CONCAVED NORTHEASTERLY HAVING A CENTRAL ANGLE OF 22°16'10" AND A RADIUS OF 449.60 FEET TO THE P.T. OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N 64°35'39"W AND 173.98 FEET), THENCE CONTINUE ALONG SAID RIGHT-OF-WAY N 53°26'34"W 307.68 FEET, TO THE P.C. OF A CURVE CONCAVED EASTERLY HAVING A CENTRAL ANGLE OF 68°19'53" AND A RADIUS OF 210 FEET, THENCE NORTHERLY ALONG THE ARC OF SAID CURVE 250.45 FEET TO THE P.T. OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N 19°16'38"W AND 235.87 FEET) THENCE CONTINUE ALONG SAID RIGHT-OF-WAY N 14° 53'19" E 113.24 FEET TO THE P.C. OF A CURVE CONCAVED NORTHWESTERLY HAVING A CENTRAL ANGLE OF 13°07'09" AND A RADIUS OF 825.26 FEET THENCE NORTHERLY ALONG THE ARC OF SAID CURVE 187.76 FEET TO THE P.T. OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N 8°22'15" E AND 187.36 FEET) THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE N 1°51'10" E 343.52 FEET TO THE P.C. OF A CURVE CONCAVED WESTERLY HAVING A CENTRAL ANGLE OF 26°14'35" AND A RADIUS OF 378.99 FEET (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N 11°16'07" W AND 172.07 FEET), THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE N 24°23'25"W 257.27 FEET, TO THE P.C. OF A CURVE CONCAVED SOUTHWESTERLY HAVING A CENTRAL ANGLE OF 6°40'34" AND A RADIUS OF 1085 FEET, THENCE NORTHERLY ALONG THE ARC OF SAID CURVE 126.42 FEET TO THE P.T. OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N 27°43'42"W AND 126.35 FEET), THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE N 31°03'59" W 513.96 FEET TO THE P.C. OF A CURVE CONCAVED WESTERLY HAVING A CENTRAL ANGLE OF 6° 02' 48" AND A RADIUS OF 1843.83 FEET, THENCE NORTHERLY ALONG THE ARC OF SAID CURVE 194.54 FEET TO THE P.T. OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N 34°05'22"W AND 194.54 FEET), THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE N 37° 06'45" W 174 FEET TO THE P.C. OF A CURVE CONCAVED SOUTHEASTERLY HAVING A CENTRAL ANGLE OF 14° 00' 57" AND A RADIUS OF 844.86 FEET, THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 206.67 FEET TO THE P.T. OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N 44° 07' 14" W AND 206.16 FEET), THENCE N 51° 07'42"W 105.03 FEET TO THE P.C. OF A COMPOUND CURVE CONCAVED EASTERLY HAVING A CENTRAL ANGLE OF 35°23'09" AND A RADIUS OF 341.18 FEET, THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 210.71 FEET TO THE POINT OF COMPOUND CURVATURE OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N 33°26'09" W AND 207.38 FEET) THENCE NORTHEASTERLY 145.40 FEET ALONG THE ARC OF A CURVE CONCAVED EASTERLY HAVING A CENTRAL ANGLE OF 61°42'42" AND A RADIUS OF 135 FEET TO THE P.T. OF SAID COMPOUND CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N 15°06'48" E AND 138.48 FEET), THENCE CONTINUE ALONG SAID RIGHT-OF-WAY N 45°58'09" E 83.94 FEET TO THE P.C. OF A COMPOUND CURVE CONCAVED NORTHWESTERLY HAVING A CENTRAL ANGLE OF 34°53'03" AND A RADIUS OF 147 FEET THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 89.50 FEET TO THE POINT OF COMPOUND CURVATURE OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N 28°31'37" E AND 88.12 FEET), THENCE NORTHERLY 130.92 FEET ALONG THE ARC OF A CURVE CONCAVED WESTERLY HAVING A CENTRAL ANGLE OF 9°16'13" AND A RADIUS OF 809.18 FEET TO THE P.T. OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N 6°26'59" E AND 130.78 FEET), THENCE LEAVING SAID RIGHT-OF-WAY S 88° 11' 07" E 50 FEET TO THE POINT OF BEGINNING, SAID POINT ALSO BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF THE AFOREMENTIONED NORTH ROCK CRUSHER ROAD, THENCE N 1°48'53" E ALONG SAID RIGHT-OF-WAY LINE 177.31 FEET TO THE P.C. OF A CURVE CONCAVED WESTERLY HAVING A CENTRAL ANGLE OF 16°18'46" AND A RADIUS OF 950 FEET, THENCE NORTHERLY ALONG THE ARC OF SAID CURVE 270.75 FEET TO THE PT OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N 6° 31'00" W AND 269.84 FEET), THENCE N 8° 50'06" W ALONG SAID RIGHT-OF-WAY 70.29 FEET, THENCE S 0° 34' 06" E 405.48 FEET, TO THE P.C. OF A CURVE CONCAVED EASTERLY HAVING A CENTRAL ANGLE OF 30°29'53" AND A RADIUS OF 1550 FEET, THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE 228.43 FEET TO A POINT ON THE ARC OF A CURVE HAVING A CENTRAL ANGLE OF 9°16'13" AND A RADIUS OF 859.18 FEET, SAID POINT ALSO BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF THE AFOREMENTIONED NORTH ROCK CRUSHER ROAD (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S 4° 47' 21" E AND 228.28 FEET), THENCE NORTHERLY ALONG THE ARC OF SAID CURVE 118.80 FEET TO THE POINT OF BEGINNING (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N 5°46'33"E AND 118.70 FEET).

(CONTAINS 0.36 ACRES M.O.L.)

BK 0811 PG 0946

Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

Proof of Publication

from the
CITRUS COUNTY CHRONICLE
Inverness, Citrus County, Florida
PUBLISHED DAILY

STATE OF FLORIDA
COUNTY OF CITRUS

RECEIVED
MAR 2 - 1990

Before the undersigned authority personally appeared Faith Kendrick who on oath says that he/she is

Asst. Comptroller

of the Citrus County Chronicle, a newspaper published daily at Inverness in Citrus County, Florida; that the attached copy of advertisement being a public notice in the matter of the Notice of Board of County Comm. Meeting

Court, was published in said newspaper in the issues of February 26, 1990

Affiant further says that the Citrus County Chronicle is a newspaper published at Inverness in said Citrus County, Florida, and that the said newspaper has heretofore been continuously published in Citrus 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.

Faith Kendrick

Sworn to and subscribed before me this 26th day of February A.D. 19 90.

MAR 1 1990

(SEAL) Notary Public Jeanette D. Schmidt

My Commission Expires:

PUBLIC NOTICE
M-CRN 4871-0226

NOTICE IS HEREBY GIVEN that the Board of County Commissioners of Citrus County, Florida, at a regular meeting held in the Citrus County Courthouse at Inverness, Florida, on the 20th day of February 1990, adopted a Resolution closing, vacating, abandoning and discontinuing those certain streets, alleyways, roads, highways, or other place used for travel, described on the attached Exhibit "A."

/s/ Wilbur H. Langley, Sr.
Chairman
Board of County Commissioners
Of Citrus County, Florida

EXHIBIT A

(Parcel 1)

Commence at the Southwest corner of Section 6, Township 19 South, Range 18 East, thence N 0°59'40" E along the West line of said Section 6 a distance of 64.45 feet to the Southerly right-of-way line of North Rock Crusher Road as shown in Citrus County Prescriptive Road Plat Book 1, Pages 53 through 62, Public Records of Citrus County, Florida, thence N 78°44'44" W along said right-of-way line 50.36 feet to the Point of Beginning, thence continue N 78°44'44" W along said right-of-way line 40.49 feet to the P.C. of a curve concaved Northeasterly having a central angle of 22°18'10" and a radius of 449.80 feet thence Northwesterly along the arc of said curve 176.09 feet to the P.T. of said curve (chord bearing and distance between said Points being N 84°36'49" W and 175.01 feet), thence N 63°26'34" W along said right-of-way line 307.68 feet to the P.C. of a curve concaved Easterly having a central angle of 68°19'53" and a radius of 210 feet, thence Northerly along the arc of said curve 250.45 feet to the P.T. of said curve (chord bearing and distance between said points being N 19°16'38" W and 236.87 feet), thence N 14°53'19" E along said right-of-way line 102.06 feet to a Point on the arc of a curve concaved Northeasterly having a central angle of 24°43'42" and a radius of 1200 feet, thence Southeasterly along the arc of said curve 80.14 feet to a Point on the Southeasterly right-of-line of North Rock Crusher Road as shown on said Plat (Chord bearing and distance between said Points being S 23°43'34" E and 80.13 feet), thence S 14°53'19" W along said right-of-way line 39.44 feet to the P.C. of a curve concaved Easterly having a central angle of 68°19'53" and a radius of 180 feet (chord bearing and distance between said points being S 19°16'38" E and 179.71 feet), thence S 63°26'34" E along said right-of-way line 307.68 feet to the PC of a curve concaved Northeasterly having a central angle of 22°18'10" and a radius of 399.80 feet, thence Southeasterly along the arc of said curve 34.09 feet to a Point on a curve concaved Northeasterly having a central angle of 24°43'42" and a radius of 1200 feet (chord bearing and distance between said Points being S 65°10'08" E and 34.09 feet), thence Southeasterly along the arc of said curve 64.78 feet to the P.T. of said curve (chord bearing and distance between said points being S 71°53'45" E and 64.78 feet), thence S 63°26'34" E 119.26 feet to the P.O.B.

Contains 0.84 acres M.O.L.

(Parcel 2)

Commence at the Southwest corner of Section 6, Township 19 South, Range 18 East, thence N 0°59'40" E along the West line of said Section 6 a distance of 64.45 feet to the Southerly right-of-way line of North Rock Crusher Road as shown in Citrus County Prescriptive Road Plat Book 1, Pages 53 through 62, Public Records of Citrus County, Florida, thence N 78°44'44" W along said right-of-way line 90.85 feet to the P.C. of a curve concaved Northeasterly having a central angle of 22°18'10" and a radius of 449.80 feet thence Northwesterly along the arc of said curve 176.09 feet to the P.T. of said curve (chord bearing and distance between said Points being N 84°36'49" W and 175.01 feet), thence N 63°26'34" W along said right-of-way line 307.68 feet to the P.C. of a curve concaved Easterly having a central angle of 68°19'53" and a radius of 210 feet, thence Northerly along the arc of said curve 250.45 feet to the P.T. of said curve (chord bearing and distance between said points being N 19°16'38" W and 236.87 feet), thence N 14°53'19" E along said right-of-way line 113.24 feet to the P.C. of a curve concaved Westerly having a central angle of 13°02'09" and a radius of 826.26 feet (chord bearing and distance between said points being N 8°22'15" E and 187.36 feet), thence N 1°51'10" E 63.65 feet to the Point of Beginning, thence Continue N 1°51'10" E 290.67 feet to the P.C. of a curve concaved Westerly having a central angle of 26°14'35" and a radius of 378.99 feet, thence Northerly along the arc of said curve 173.59 feet to the P.T. of said curve (chord bearing and distance between said points being N 11°16'07" W and 172.07 feet), thence N 24°23'25" W 63.09 feet to a point on the arc of a curve concaved Westerly having a central angle of 24°34'10" and a radius of 1320 feet, thence Northerly along the arc of said curve 342.66 feet to a point on the Easterly right-of-way line of the aforementioned North Rock Crusher Road (chord bearing and distance between said Points being N 12°36'01" W and 342.01 feet, said point also being on the arc of a curve concaved Westerly having a central angle of 6°01'37" and a radius of 1136 feet thence Southerly along the arc of said curve 32.67 feet to the P.T. of said curve (chord bearing and distance between said points being S 26°12'53" E and 32.67 feet), thence continue along said right-of-way line S 24°23'25" E 251.27 feet to the PC of a curve concaved Westerly having a central angle of 26°14'35" and a radius of 428.99 feet, thence Southerly along the arc of said curve 196.49 feet to the PT of said curve (chord bearing and distance between said points being S 11°16'07" E and 194.78 feet), thence S 1°51'10" W 343.82 feet to the P.C. of a curve concaved Westerly having a central angle of 13°02'09" and a radius of 876.26 feet, thence Southerly along the arc of said curve 99.36 feet to a point on the arc of a curve concaved Easterly having a central angle of 49°00'45" and a radius of 1105 feet, (chord bearing and distance between said Points being S 8°06'13" W and 99.30 feet), thence Northwesterly along the arc of said curve 136.40 feet to the Point of Beginning, (chord bearing and distance between said Points being N 14°36'01" W and 136.26 feet). Contains 0.82 acres M.O.L.

19105917 OR 1680 PG 1

Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

(Parcel 3)
Commence at the Southeast corner of Section 1, Township 19 South, Range 17 East, thence N 0°59'40" W along the East line of said Section 1 a distance of 64.46 feet to a Point on the Southerly right-of-way line of North Rock Crusher Road as shown in Citrus County Prescriptive Road Plat Book 1, pages 83 through 92, Public Records of Citrus County, Florida, thence S 78°44'44" W along said right-of-way 90.86 feet to the P.C. of a curve concaved Northeasterly having a central angle of 22°18'10" and a radius of 449.80 feet to the P.T. of said curve (chord bearing and distance between said Points being N 64°36'30" W and 173.98 feet), thence continue along said right-of-way N 53°26'34" W 307.48 feet to the P.C. of a curve concaved Easterly having a central angle of 68°19'53" and a radius of 210 feet, thence Northerly along the arc of said curve 250.48 feet to the P.T. of said curve (chord bearing and distance between said points being N 19°16'38" W and 235.87 feet), thence continue along said right-of-way N 14°53'19" E 113.24 feet to the P.C. of a curve concaved Northwesterly having a Central angle of 13°02'09" and a radius of 825.26 feet thence Northerly along the arc of said curve 187.76 feet to the P.T. of said curve (chord bearing and distance between said points being N 8°22'15" E and 187.36 feet) thence continue along said right-of-way line N 1°51'10" E 343.52 feet to the P.C. of a curve concaved Westerly having a central angle of 26°14'35" and a radius of 378.99 feet thence Northerly along the arc of said curve 173.59 feet to the P.T. of said curve (chord bearing and distance between said Points being N 11°16'07" W and 172.07 feet), thence continue along said right-of-way line N 24°23'25" W 267.27 feet, to the P.C. of a curve concaved Southwesterly having a central angle of 6°40'34" and a radius of 1066 feet, thence Northerly along the arc of said curve 126.42 feet to the P.T. of said curve (chord bearing and distance between said points being N 27°43'42" W and 126.35 feet), thence continue along said right-of-way line N 31°03'59" W 613.98 feet to the P.C. of a curve concaved Westerly having a central angle of 6°02'46" and a radius of 1843.83 feet, thence Northerly along the arc of said curve 194.64 feet to the P.T. of said curve (chord bearing and distance between said Points being N 34°08'22" W and 194.45 feet), thence continue along said right-of-way line N 37°06'45" W 139.99 feet to the Point of Beginning, thence continue N 37°06'45" W 34.01 feet to the P.C. of a curve concaved Northeasterly having a central angle of 14°00'57" and a radius of 844.86, thence Northwesterly along the arc of said curve 206.67 feet to the P.T. of said curve (chord bearing and distance between said Points being N 44°07'14" W and 206.16 feet), thence continue along said right-of-way line N 51°07'42" W 105.03 feet to the P.C. of a compound curve concaved Easterly having a central angle of 38°23'09" and a radius of 341.18 feet, thence Northwesterly along the arc of said curve 310.71 feet to the Point of Compound Curvature of said curve (chord bearing and distance between said points being N 32°26'09" W and 307.38 feet), thence Northeasterly 148.40 feet along the arc of a curve concaved Easterly having a central angle of 61°42'42" and a radius of 138 feet to the P.T. of said compound curve (chord bearing and distance between said Points being N 18°56'48" E and 138.48 feet), thence continue along said right-of-way N 48°58'09" E 83.94 feet to the P.C. of a curve concaved Northwesterly having a central angle of 34°53'03" and a radius of 147 feet, thence Northeasterly along the arc of said curve 107 feet to a Point on the arc of a curve concaved Easterly having a central angle of 30°29'53" and a radius of 1680 feet (chord bearing and distance between said points being N 43°41'06" E and 10.84 feet), thence Southerly along the arc of said curve 89.26 feet to a Point on the Southeasterly right-of-way line of the aforementioned North Rock Crusher Road (chord bearing and distance between said Points being S 13°19'17" E and 89.26 feet), thence S 49°38'09" W 63.64 feet to the P.C. of a compound curve concaved Southeasterly having a central angle of 61°42'42" and a radius of 86 feet, thence Southerly along the arc of said curve 91.66 feet to the Point of Compound Curvature (chord bearing and distance between said Points being S 18°08'48" W and 87.19 feet) thence Southerly 179.83 feet along the arc of a curve concaved Northeasterly having a central angle of 35°23'09" and a radius of 291.16 feet to the P.T. of said curve (chord bearing and distance between said Points being S 33°26'10" E and 176.99 feet), thence S 61°07'43" E 108.03 feet to the P.C. of a curve concaved Southwesterly having a central angle of 16°00'57" and a radius of 894.86 feet, thence Southeasterly along the arc of said curve 24.92 feet to a Point on a curve concaved Southeasterly having a central angle of 30°29'53" and a radius of 1600 feet (chord bearing and distance between said Points being S 80°19'50" E and 24.92 feet), thence Southerly along the arc of said curve 128.99 feet to the P.C. of said curve (chord bearing and distance between said points being S 39°49'33" E and 128.96 feet), thence S 31°03'59" E 99.40 feet to the Point of Beginning.
(Contains 0.69 acres M.O.L.)

(Parcel 4)
Commence at the Southeast corner of Section 1, Township 19 South, Range 17 East, thence N 0°59'40" W along the East line of said Section 1 a distance of 64.46 feet to a point on the Southerly right-of-way line of North Rock Crusher Road as shown in Citrus County Prescriptive Road Plat Book 1, Pages 83 through 92, public records of Citrus County, Florida, thence N 78°44'44" W along said right-of-way 90.86 feet to the P.C. of a curve concaved Northeasterly having a central angle of 22°18'10" and a radius of 449.80 feet to the P.T. of said curve (chord bearing and distance between said points being N 64°36'30" W and 173.98 feet), thence continue along said right-of-way N 53°26'34" W 307.48 feet, to the P.C. of a curve concaved Easterly having a central angle of 68°19'53" and a radius of 210 feet, thence Northerly along the arc of said curve 250.48 feet to the P.T. of said curve (chord bearing and distance between said points being N 19°16'38" W and 235.87 feet) thence continue along said right-of-way N 14°53'19" E 113.24 feet to the P.C. of a curve concaved Northwesterly having a central angle of 13°02'09" and a radius of 825.26 feet thence northerly along the arc of said curve 187.76 feet to the P.T. of said curve (chord bearing and distance between said points being N 8°22'15" E and 187.36 feet) thence continue along said right-of-way line N 1°51'10" E 343.52 feet to the P.C. of a curve concaved Westerly having a central angle of 26°14'35" and a radius of 378.99 feet (chord bearing and distance between said points being N 11°16'07" W and 172.07 feet), thence continue along said right-of-way line N 24°23'25" W 267.27 feet, to the P.C. of a curve concaved Southwesterly having a central angle of 6°40'34" and a radius of 1066 feet, thence northerly along the arc of said curve 126.42 feet to the P.T. of said curve (chord bearing and distance between said points being N 27°43'42" W and 126.35 feet), thence continue along said right-of-way line N 31°03'59" W 613.98 feet to the P.C. of a curve concaved Westerly having a central angle of 6°02'46" and a radius of 1843.83 feet, thence northerly along the arc of said curve 194.64 feet to the P.T. of said curve (chord bearing and distance between said points being N 34°08'22" W and 194.45 feet), thence continue along said right-of-way line N 37°06'45" W 174 feet to the P.C. of a curve concaved Southeasterly having a central angle of 14°00'57" and a radius of 844.86 feet, thence northwesterly along the arc of said curve 206.67 feet to the P.T. of said curve (chord bearing and distance between said points being N 44°07'14" W and 206.16 feet), thence N 51°07'42" W 105.03 feet to the P.C. of a compound curve concaved Easterly having a central angle of 38°23'09" and a radius of 341.18 feet, thence northwesterly along the arc of said curve 310.71 feet to the point of compound curvature of curve (chord bearing and distance between said points being N 32°26'09" W and 307.38 feet) thence Northeasterly 148.40 feet along the arc of a curve concaved Easterly having a central angle of 61°42'42" and a radius of 138 feet to the P.T. of said compound curve (chord bearing and distance between said points being N 18°56'48" E and 138.48 feet), thence continue along said right-of-way N 48°58'09" E 83.94 feet to the P.C. of a compound curve concaved Northwesterly having a central angle of 34°53'03" and a radius of 147 feet thence Northeasterly along the arc of said curve 89.50 feet to the point of compound curvature of said curve (chord bearing and distance between said points being N 36°31'37" E and 88.18 feet), thence Northerly 130.92 feet along the arc of a curve concaved Westerly having a central angle of 9°16'13" and a radius of 808.18 feet to the P.T. of said curve (chord bearing and distance between said points being N 6°24'59" E and 130.78 feet), thence leaving said right-of-way S 88°11'07" E 50 feet to the point of beginning, said point also being on the Easterly right-of-way line of the aforementioned North Rock Crusher Road, thence N 1°48'53" E along said right-of-way line 177.31 feet to the P.C. of a curve concaved Westerly having a central angle of 16°19'46" and a radius of 960 feet, thence Northerly along the arc of said curve 270.75 feet to the PT of said curve (chord bearing and distance between said points being N 6°21'00" W and 269.84 feet), thence N 8°50'06" W along said right-of-way 70.26 feet, thence S 0°34'06" E 405.48 feet, to the P.C. of a curve concaved Easterly having a central angle of 30°29'53" and a radius of 1680 feet, thence Southerly along the arc of said curve 894.45 feet to a point on the arc of a curve having a central angle of 9°16'18" and a radius of 846.18 feet, said point also being on the easterly right-of-way line of the aforementioned North Rock Crusher Road (chord bearing and distance between said points being S 4°47'21" E and 328.28 feet), thence northerly along the arc of said curve 116.80 feet to the point of beginning (chord bearing and distance between said points being N 8°48'53" E and 116.70 feet).

Contains 0.84 acres M.O.L.

Published one time, February 26, 1990.

Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

STATE OF FLORIDA
DOCUMENTARY STAMP TAX
DEPT. OF REVENUE
FEB 14 '85
00.45

This instrument prepared by:
WILLIAM TRICKEL, JR., ESQ.
TRICKEL AND LEIGH
39 West Pine Street
Orlando, Florida 32801

WARRANTY DEED

THIS INDENTURE, Made this 7th day of February, 1985, between

Samuel A. Tamposi, of Nashua

of the County of Hillsborough, State of New Hampshire, Grantor, and

Gulf-to-Lakes Associates, Ltd., a Florida Limited Partnership

whose post office address is: 6228 West Corporate Oaks Drive
Crystal River, Florida 32629

of the County of Citrus, State of Florida, Grantee,

WITNESSETH, That said Grantor, for and in consideration of the sum of TEN & NO/100THS ($10.00) DOLLARS, and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in Citrus County, Florida, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO

"Grantor was holding title in trust for Grantee"

SUBJECT TO: 1. Taxes for 1985 and subsequent years. 2. Restrictions and easements of record, if any; however, mention of same shall not reimpose.

and said Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

"Grantor" and "Grantee" are used for singular or plural, as context requires.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered
in our presence:

Samuel A. Tamposi (SEAL)

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared Samuel A. Tamposi

known 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 7th day of February, 1985.

My Commission Expires: 1/6/86

NOTARY PUBLIC

Judy Hudson 2/15/85

BOOK 662 PAGE 572

Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

PARCEL 1

The E½ of Section 1, TOWNSHIP 19 SOUTH, RANGE 17 EAST, Citrus County, Florida

LESS AND EXCEPT the NW¼ of NE¼

AND LESS AND EXCEPT that portion of the SW¼ of NE¼, lying North of Country Club Lane,

AND LESS AND EXCEPT the SE¼ of SE¼ of NE¼,

AND LESS AND EXCEPT the E½ of NE¼ of SE¼,

AND LESS AND EXCEPT an 80 foot wide raod right-of-way described as follows:

Commence at the SW corner of the SE¼ of SE¼ of NE¼ of Section 1, TOWNSHIP 19 SOUTH, RANGE 17 EAST, thence N. 0° 52' 53" W., along the West line of said SE¼ of SE¼ of NE¼, a distance of 124.21 feet to the POINT OF BEGINNING, thence N. 43° 21' 13" W. 164.47 feet to the P. C. of a curve, concaved Northeasterly, having a central angle of 16° 50' 38" and a radius of 540 feet, thence Northwesterly along the arc of said curve, a distance of 158.75 feet to the P. T. of said curve, thence N. 26° 30' 35" W. 544.88 feet to the P. C. of a curve concaved Southwesterly, having a central angle of 16° 16' 09" and a radius of 460 feet, thence Northwesterly along the arc of said curve a distance of 130.62 feet to the P. T. of said curve, thence N. 42° 46' 44" W., 163.94 feet to a point on the East right-of-way line of a County Road, known as Rock Crusher Road, said point being 33 feet from, measured at right angles to the center line of the existing pavement of said Rock Crusher Road, thence N. 8° 47' 29" W., along said right-of-way line a distance of 143.11 feet, thence leaving said right-of-way line S. 42° 46' 44" E. 282.60 feet to the P. C. of a curve, concaved Southwesterly, having a central angle of 16° 16' 09" and a radius of 540 feet, thence Southeasterly along the arc of said curve, a distance of 153.33 feet to the P. T. of said curve, thence S. 26° 30' 35" E. 544.88 feet to the P. C. of a curve, concaved Northeasterly, having a central angle of 16° 50' 38" and a radius of 460 feet, thence Southeasterly along the arc of said curve, a distance of 135.23 feet to the P. T. of said curve, thence S. 43° 21' 13" E. 77.08 feet to a point on the West line of said SE¼ of SE¼ of NE¼, thence S. 0° 52' 53" E. along said West line a distance of 118.48 feet to the Point of Beginning.

AND

PARCEL II

The North ½ of SW¼ of NW¼ of Section 6, TOWNSHIP 19 SOUTH, RANGE 18 EAST, Citrus County, Florida.

AND

PARCEL III

The E½ of NE¼ of SE¼ of Section 1, TOWNSHIP 19 SOUTH, RANGE 17 EAST, Citrus County, Florida.

LESS AND EXCEPT Begin at the NE corner of the NE¼ of SE¼ of Section 1, TOWNSHIP 19 SOUTH, RANGE 17 EAST, thence S. 0259' 34" E., along the East line of said Section 1, a distance of 1327.11 feet to the SE corner of said NE¼ of SE¼, thence N. 27° 30' 41" W. 1491.14 feet to the NW corner of the E½ of said NE¼ of SE¼ of SE¼, thence N. 89° 37' 21" E. along the North line of said NE¼ of SE¼, a distance of 665.82 feet to the Point of Beginning.

Judy Hudson 2/15/85

FILED & RECORDED CITRUS COUNTY, FLORIDA '85 FEB 18 AM 8 30 D.C.

RECORDER'S NOTE: The legibility of writing unsatisfactory in this document when received.

BOOK 662 PAGE 573

Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

WARRANTY DEED
FROM CORPORATION

This instrument prepared
at CITRUS TITLE CO. by Richard Kaufman, President
Crystal River, Florida

This Warranty Deed Made and executed the 29th day of July A.D. 1983 by

GTE Satellite Corporation,

a corporation existing under the laws of State of Delaware, and having its principal place of business at One Stamford Forum, Stamford, Conn. 06904 hereinafter called the grantor, to

Stanley C. Olsen,
c/o 2 Auburn St.
Nashua, New Hampshire 03060

whose postoffice address is

hereinafter called the 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 the grantor, for and in consideration of the sum of $ 10.00 and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the grantee, all that certain land situate in Citrus County, Florida, viz: all those certain pieces or parcels of land designated as Parcel I, Parcel II and Parcel III on that certain Rider attached hereto, referring to this conveyance and duly executed on behalf of Grantor.

CITRUS COUNTY 149756 STATE OF FLORIDA DOCUMENTARY STAMP TAX DEPT. OF REVENUE P.O. 11123 AUG-8'83 900.00

FOR LEGAL DESCRIPTION, SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF.

CITRUS COUNTY 149767 STATE OF FLORIDA DOCUMENTARY STAMP TAX DEPT. OF REVENUE P.O. 11123 AUG-8'83 900.00

355323

FILED & RECORDED
CITRUS COUNTY, FLORIDA
WALT CORBIN'S, CLERK
'83 AUG 8 PM 08
VERIFIED BY D.C.

SUBJECT to Easements of record.

And the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes for the year 1983 and subsequent

(CORPORATE SEAL)

In Witness Whereof the grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

ATTEST: Wm. Bruce Attfuld Asst Secretary

GTE SATELLITE CORPORATION

Signed, sealed and delivered in the presence of:

By David F. Piske Vice President

STATE OF Conn.
COUNTY OF Fairfield

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments personally appeared

David F. Piske and Wm. Bruce Attfuld

well known to me to be the Vice Presidents and Asst Secretary respectively of the corporation named as grantor in the foregoing deed, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 4th day of August, A. D. 1983

Maria Rose Iovino
Notary Public

My Commission Expires: MARIA R. IOVINO NOTARY PUBLIC MY COMMISSION EXPIRES MARCH 31, 1986

RETURN TO CITRUS TITLE CO. FILE

BOOK 622 PAGE 1306

Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

RIDER

Attached to Warranty Deed form GTE Satellite Corporation as Grantor to Stanley C. Olsen as Grantee

PARCEL 1

The E½ of Section 1, TOWNSHIP 19 SOUTH, RANGE 17 EAST, Citrus County, Florida,

LESS AND EXCEPT the NW¼ of NE¼

AND LESS AND EXCEPT that portion of the SW¼ of NE¼, lying North of Country Club Lane,

AND LESS AND EXCEPT the SE¼ of SE¼ of NE¼,

AND LESS AND EXCEPT the E½ of NE¼ of SE¼,

AND LESS AND EXCEPT an 80 foot wide road right-of-way described as follows:

Commence at the SW corner of the SE¼ of SE¼ of NE¼ of Section 1, TOWNSHIP 19 SOUTH, RANGE 17 EAST, thence N. 0° 52' 53" W., along the West line of said SE¼ of SE¼ of NE¼, a distance of 124.21 feet to the POINT OF BEGINNING, thence N. 43° 21' 13" W. 164.47 feet to the P. C. of a curve, concaved Northeasterly, having a central angle of 16° 50' 38" and a radius of 540 feet, thence Northwesterly along the arc of said curve, a distance of 158.75 feet to the P. T. of said curve, thence N. 26° 30' 35" W. 544.88 feet to the P. C. of a curve concaved Southwesterly, having a central angle of 16° 16' 09" and a radius of 460 feet, thence Northwesterly along the arc of said curve a distance of 130.62 feet to the P. T. of said curve, thence N. 42° 46' 44" W., 163.94 feet to a point on the East right-of-way line of a County Road, known as Rock Crusher Road, said point being 33 feet from, measured at right angles to the center line of the existing pavement of said Rock Crusher Road, thence N. 8° 47' 29" W., along said right-of-way line a distance of 143.11 feet, thence leaving said right-of-way line S. 42° 46' 44" E. 282.60 feet to the P. C. of a curve, concaved Southwesterly, having a central angle of 16° 16' 09" and a radius of 540 feet, thence Southeasterly along the arc of said curve, a distance of 153.33 feet to the P. T. of said curve, thence S. 26° 30' 35" E. 544.88 feet to the P. C. of a curve, concaved Northeasterly, having a central angle of 16° 50' 38" and a radius of 460 feet, thence Southeasterly along the arc of said curve, a distance of 135.23 feet to the P. T. of said curve, thence S. 43° 21' 13" E. 77.08 feet to a point on the West line of said SE¼ of SE¼ of NE¼, thence S. 0° 52' 53" E. along said West line a distance of 118.48 feet to the Point of Beginning.

AND

PARCEL II

The North ½ of SW¼ of NW¼ of Section 6, TOWNSHIP 19 SOUTH, RANGE 18 EAST, Citrus County, Florida.

AND

PARCEL III

The E½ of NE¼ of SE¼ of Section 1, TOWNSHIP 19 SOUTH, RANGE 17 EAST, Citrus County, Florida.

LESS AND EXCEPT Begin at the NE corner of the NE¼ of SE¼ of Section 1, TOWNSHIP 19 SOUTH, RANGE 17 EAST, thence S. 0°59' 34" E., along the East line of said Section 1, a distance of 1327.11 feet to the SE corner of said NE¼ of SE¼, thence N. 27° 30' 41" W. 1491.14 feet to the NW corner of the said E½ of said NE¼ of SE¼ [illegible] thence N. 89° 37' 21" E. along the North line of said NE¼ of SE¼, a distance of 665.82 feet to the Point of Beginning.

ATTEST: [signature] Asst Secretary — GTE SATELLITE CORPORATION

Signed, sealed and delivered in the presence of:

[signature] By [signature] Vice President

[signature]

Rosby Shade by Ct. County of Sheffield August 9, 1983

MARIA R. IOVINO
NOTARY PUBLIC
MY COMMISSION EXPIRES MARCH 31, 19[illegible]

BOOK 622 PAGE 1307

Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

APPENDIX C

Boundary Sketch of Descriptions

Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

– SKETCH OF DESCRIPTION –

CRYSTAL RIDGE ACQUISITION PARCEL "A"

DESCRIPTION: (SEE NOTE 4)

A PARCEL OF LAND BEING A PORTION OF PARCEL 5 OF THE LANDS DESCRIBED IN EXHIBIT "A" OF THE TRUSTEE'S WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 1549, AT PAGE 1519, OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, LYING IN SECTION 31, TOWNSHIP 18 SOUTH, RANGE 18 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

"THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 18 SOUTH, RANGE 18 EAST."

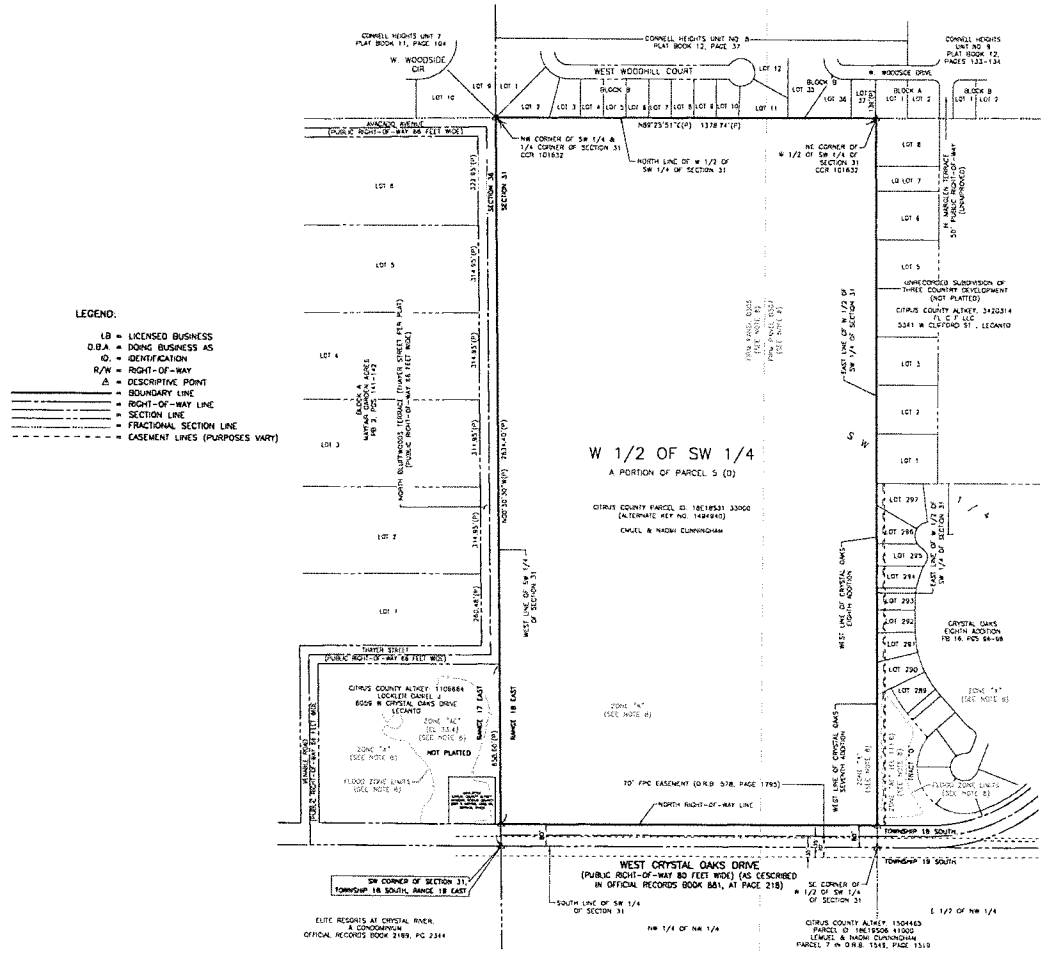
LESS AND EXCEPT A PORTION OF THE LANDS DESCRIBED IN EXHIBIT "A" OF THE WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 881, AT PAGE 218, OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

"THE SOUTH 80 FEET OF THE E 1/2 OF THE W 1/2 OF THE SW 1/4 AND THE SOUTH 80 FEET OF THE W 1/2 OF THE W 1/2 OF THE SW 1/4 ALL BEING IN SECTION 31, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA."

SURVEYOR'S NOTES:

1. THIS SKETCH OF DESCRIPTION WAS PREPARED FOR THE PURPOSE OF SHOWING A GRAPHIC REPRESENTATION OF THE DESCRIPTION OF RECORD CONCERNING THE SUBJECT PARCEL; SATISFYING THE SKETCH OF DESCRIPTION REQUIREMENTS SET FORTH IN THE STANDARDS OF CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE (PURSUANT TO SECTION 472.027, FLORIDA STATUTES), AND FOR THE PURPOSE OF ACCOMPANYING A CITRUS COUNTY COMPREHENSIVE PLAN AND LAND DEVELOPMENT CODE AMENDMENT APPLICATION.
2. UNLESS INDICATED TO THE CONTRARY, ALL RECORDING INFORMATION REFERENCES THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA.
3. THIS SKETCH HAS BEEN PREPARED WITHOUTH THE BENEFIT OF A CURRENT TITLE COMMITMENT OR ABSTRACT AND THEREFORE MAY NOT SHOW CURRENT OWNERSHIP, ENCUMBRANCES OR OTHER MATTERS OF RECORD.
4. THE LEGAL DESCRIPTION SHOWN HEREON WAS TRANSCRIBED FROM THE TRUSTEE'S WARRANTY DEED AS RECORDED IN OFFICIAL RECORDS BOOK 1549, AT PAGE 1519 AND THE WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 881, AT PAGE 218, ALL OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA.
5. THE PROPERTY DESCRIBED HEREON APPEARS TO LIE IN ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) ACCORDING TO FLOOD INSURANCE RATE MAP NO. 12017C0306E (FIRM); COMMUNITY 120063, PANEL 0306, SUFFIX E, EFFECTIVE DATE: JANUARY 15, 2021, VERSION NUMBER 2.4.3.2. AND FLOOD INSURANCE RATE MAP NO. 12017I0307D (FIRM), COMMUNITY 120063, PANEL 0307, SUFFIX E, EFFECTIVE DATE: SEPTEMBER 26, 2014, BOTH AS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA); FLOOD INSURANCE RATE MAP (FIRM) PANEL LIMITS DEPICTED HEREON WERE INCLUDED IN THE DIGITAL SHAPE FILE DOWNLOADED FROM FEMA.GOV WEB SITE.
6. PARCEL ACCOUNT IDENTIFICATIONS AND SITUS ADDRESS INFORMATION SHOWN OR NOTED HEREON WAS OBTAINED FROM THE PUBLIC RECORD PROPERTY OWNERSHIP DATABASE OPERATED AND MAINTAINED BY THE OFFICE OF THE CITRUS COUNTY PROPERTY APPRAISER.
7. DURING THE COURSE OF PREPARING THIS SKETCH OF DESCRIPTION, THE FOLLOWING SOURCES WERE USED IN RENDERING THIS SKETCH APPROXIMATING THE BOUNDARIES OF RECORD TITLE FOR THE SUBJECT PARCEL:
   A. THE TRUSTEE'S WARRANTY DEED AS RECORDED IN OFFICIAL RECORDS BOOK 2841, AT PAGE 1973; THE WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 1549, AT PAGE 1519; THE WARRANTY DEED DEED AS RECORDED IN OFFICIAL RECORDS BOOK 881, AT PAGE 218; (AS TO THE SUBJECT PARCEL, CITRUS COUNTY PARCEL ID: 18E18S31 33000);
   B. THE WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 2761, PAGE 1783, AND THE UNRECORDED SUBDIVISION OF THREE COUNTRY DEVELOPMENT AS PROVIDED BY THE OFFICE OF THE CITRUS COUNTY PROPERTY APPRAISER; (AS TO CITRUS COUNTY PARCEL 18E18S31 24000)
   D. THE PLAT OF MAYFAIR GARDEN ACRES, RECORDED IN PLAT BOOK 2, PAGES 141 AND 142;
   E. THE PLAT OF CONNELL HEIGHTS UNIT 7, RECORDED IN PLAT BOOK 11, PAGE 104 (AS TO THE NORTHWESTERLY ADJOINER);
   F. THE PLAT OF CONNELL HEIGHTS UNIT 8, RECORDED IN PLAT BOOK 12, PAGE 37; (AS TO NORTHERLY ADJOINERS);
   G. THE PLAT OF CONNEL HEIGHTS UNI 9, RECORDED IN PLAT BOOK 12, PAGES 133 AND 134 (AS TO THE NORTHEASTERLY ADJOINER);
   H. THE PLAT OF CRYSTAL OAKS SEVENTH ADDITION, RECORDED IN PLAT BOOK 16, PAGES 52 THROUGH 55, INCLUSIVE (AS TO A PORTION OF THE EASTERLY ADJOINERS);
   I. THE PLAT OF CRYSTAL OAKS EIGHTH ADDITION, RECORDED IN PLAT BOOK 16, PAGES 98 THROUGH 98, INCLUSIVE (AS TO A PORTION OF THE EASTERLY ADJOINERS);
   J. THE SUMMARY OF PARCEL ACCOUNT 18E18S31 33000 AS OBTAINED FROM THE OFFICE OF THE CITRUS COUNTY PROPERTY APPRAISER;
   K. AN EXAMINATION OF THE PUBLIC RECORD PROPERTY OWNERSHIP DATABASE OPERATED AND MAINTAINED BY THE OFFICE OF THE CITRUS COUNTY PROPERTY APPRAISER (TO INCLUDE PARCEL ACCOUNT SUMMARIES AND THE MOST RECENT DEED OF RECORD AT A MINIMUM) WAS PERFORMED ON 09.30.2021 CONCERNING EXISTING PARCELS OF RECORD THAT LIE IMMEDIATELY ADJACENT TO THE SUBJECT PROPERTY WHICH ARE ALSO CONSIDERED AS LOTS, TRACTS, AND/OR OR OTHER SIMILARLY CONFIGURED PARCELS THAT WERE ESTABLISHED BY VIRTUE OF A SUBDIVISION RECORD PLAT AS SHOWN, NOTED OR OTHERWISE REFERENCED HEREON AND WERE FOUND TO BE IN HARMONY WITH THE RECORD TITLE OF THE SUBJECT PROPERTY UNLESS SHOWN OR NOTED HEREON TO THE CONTRARY; THE INDIVIDUAL COUNTY PARCEL IDENTIFICATION, ALTERNATE KEY NUMBER, OWNERSHIP AND ADDRESS INFORMATION ASSOCIATED WITH EACH ADJACENT PARCEL OF RECORD IS NOT SHOWN HEREON IN THE INTEREST OF MAP CLARITY DUE TO THE DENSITY OF SUCH ADJACENT PARCELS.
8. DIGITAL COPIES OF THIS SKETCH ARE INVALID WITHOUT THE ELECTRONIC SIGNATURE OF THE FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER LISTED HEREON THAT IS DIGITALLY AUTHENTICATED; PRINTED HARD COPIES OF THIS SKETCH ARE INVALID UNLESS THEY BEAR THE ORIGINAL SIGNATURE AND RAISED SEAL OF THE FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER LISTED HEREON.
9. ADDITIONS OR DELETIONS TO THIS SKETCH ARE PROHIBITED WITHOUT THE PERMISSION OF THE SIGNING PARTY.

Graphic Scale
1" = 200'



LEGEND:

- LB = LICENSED BUSINESS
- D.B.A. = DOING BUSINESS AS
- ID. = IDENTIFICATION
- R/W = RIGHT-OF-WAY
- Δ = DESCRIPTIVE POINT
- ——— = BOUNDARY LINE
- ——— = RIGHT-OF-WAY LINE
- ——— = SECTION LINE
- ——— = FRACTIONAL SECTION LINE
- - - - - = EASEMENT LINES (PURPOSES VARY)

SURVEYOR'S CERTIFICATE:
I HEREBY CERTIFY THAT THIS SKETCH IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT IT MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.
R. KELLY ROBERTS
PROFESSIONAL SURVEYOR AND MAPPER NO. 6068
STATE OF FLORIDA
DATE SIGNED:

SKETCH OF DESCRIPTION
CRYSTAL RIDGE ACQUISITION PARCEL "A"
CITRUS COUNTY PARCEL 18E18S31 33000
(ALTERNATE KEY NO. 1494940)

PREPARED FOR
DIX DEVELOPMENTS, LLC

NO.	DATE	REVISIONS

SECTION 31, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA

SCALE: 1" = 200'
DATE: 10.28.2021
DRAWN BY: MAC
CHECKED BY: RKR
FIELD BOOK:
PAGE:
DATUM: 1983/90 HORIZ
ADJ. METHOD: SURVEY GRADE
FIELD WORK: N/A
PARCEL: A-01 OF 01

ARDURRA GROUP, INC. D.B.A.
Pigeon-Arduria, LLC
LB #8538
SURVEYORS & MAPPERS
955 S.E. 17th Street
Suite A
Ocala, Florida 34471
(352) 732-7778 Main
(352) 687-7798 Fax

SURVEYING & MAPPING
LICENSED BUSINESS NO. LB 2610

File No.
501.01.001

Job No.
501.01

S-01 of 01

I:\501 Crystal Ridge_00 PD Zoning_dwg_PSM\501.05 Sketch of Descr Par 1.dwg - Copyright 2021 Pigeon-Roberts & Associates, LLC. - All Rights Reserved

Packet Pg. 764
T.1.c
Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

- SKETCH OF DESCRIPTION -

CRYSTAL RIDGE ACQUISITION PARCEL "B"

DESCRIPTION: (SEE NOTE 4)

A PARCEL OF LAND BEING A PARCEL 7 OF THE LANDS DESCRIBED IN EXHIBIT "A" OF THE TRUSTEE'S WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 1549, AT PAGE 1519, OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, LYING IN SECTION 31, TOWNSHIP 18 SOUTH, RANGE 18 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 19 SOUTH, RANGE 18 EAST; AND THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 19 SOUTH, RANGE 18 EAST.

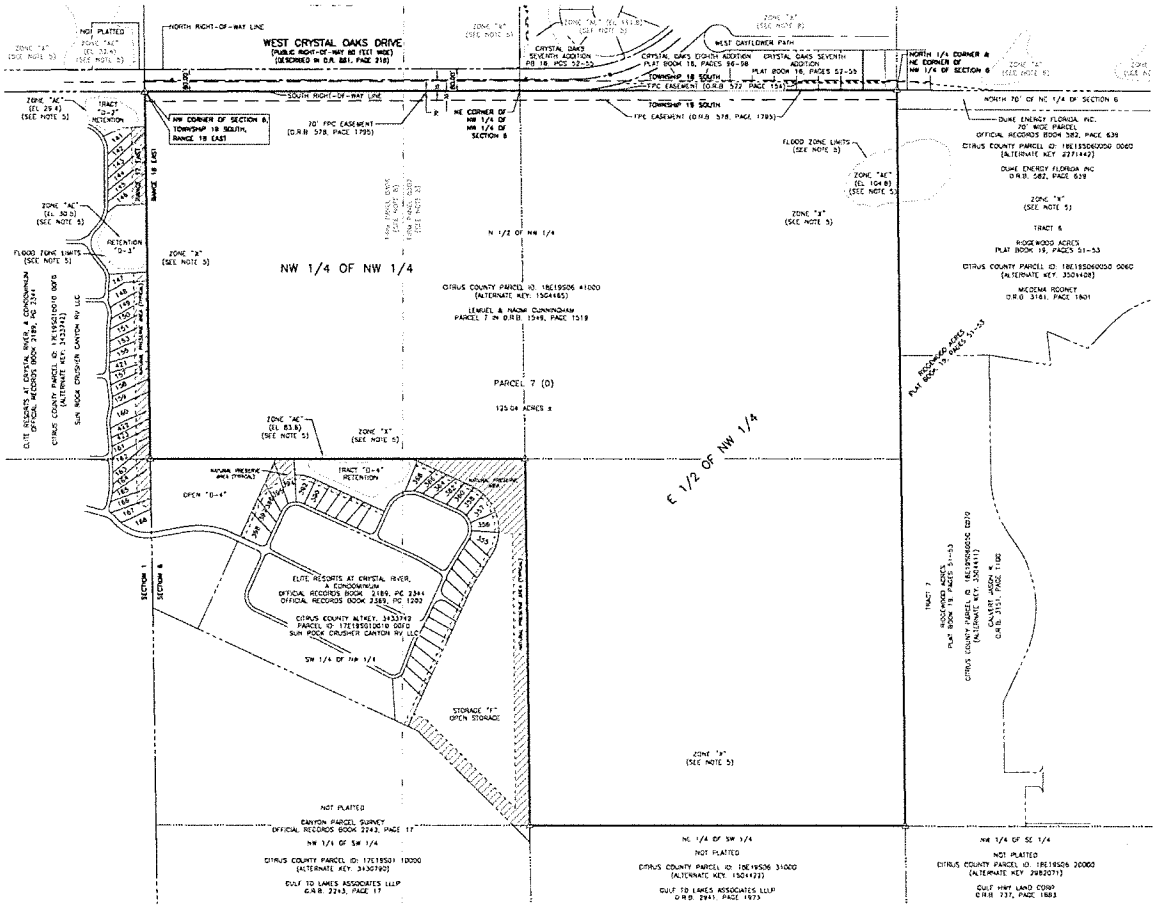
SURVEYOR'S NOTES:

1. THIS SKETCH OF DESCRIPTION WAS PREPARED FOR THE PURPOSE OF SHOWING A GRAPHIC REPRESENTATION OF THE DESCRIPTION OF RECORD CONCERNING THE SUBJECT PARCEL; SATISFYING THE SKETCH OF DESCRIPTION REQUIREMENTS SET FORTH IN THE STANDARDS OF CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE (PURSUANT TO SECTION 472.027, FLORIDA STATUTES), AND FOR THE PURPOSE OF ACCOMPANYING A CITRUS COUNTY COMPREHENSIVE PLAN AND LAND DEVELOPMENT CODE AMENDMENT APPLICATION.
2. UNLESS INDICATED TO THE CONTRARY, ALL RECORDING INFORMATION REFERENCES THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA.
3. THIS SKETCH HAS BEEN PREPARED WITHOUTH THE BENEFIT OF A CURRENT TITLE COMMITMENT OR ABSTRACT AND THEREFORE MAY NOT SHOW CURRENT OWNERSHIP, ENCUMBRANCES OR OTHER MATTERS OF RECORD.
4. THE LEGAL DESCRIPTION SHOWN HEREON WAS TRANSCRIBED FROM THE TRUSTEE'S WARRANTY DEED AS RECORDED IN OFFICIAL RECORDS BOOK 1549, AT PAGE 1519 AND THE WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 881, AT PAGE 218, ALL OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA.
5. THE PROPERTY DESCRIBED HEREON APPEARS TO LIE IN ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) ACCORDING TO FLOOD INSURANCE RATE MAP NO. 12017C0330E (FIRM), COMMUNITY 120063, PANEL 0306, SUFFIX E, EFFECTIVE DATE: JANUARY 15, 2021, VERSION NUMBER 2.4.3.2. AND FLOOD INSURANCE RATE MAP NO. 12017D307D (FIRM), COMMUNITY 120063, PANEL 0307, SUFFIX E, EFFECTIVE DATE: SEPTEMBER 26, 2014, BOTH AS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA); FLOOD INSURANCE RATE MAP (FIRM) PANEL LIMITS DEPICTED HEREON WERE INCLUDED IN THE DIGITAL SHAPE FILE DOWNLOADED FROM FEMA.GOV WEB SITE.
6. PARCEL ACCOUNT IDENTIFICATIONS AND SITUS ADDRESS INFORMATION SHOWN OR NOTED HEREON WAS OBTAINED FROM THE PUBLIC RECORD PROPERTY OWNERSHIP DATABASE OPERATED AND MAINTAINED BY THE OFFICE OF THE CITRUS COUNTY PROPERTY APPRAISER.
7. DURING THE COURSE OF PREPARING THIS SKETCH OF DESCRIPTION, THE FOLLOWING SOURCES WERE USED IN RENDERING THIS SKETCH APPROXIMATING THE BOUNDARIES OF RECORD TITLE FOR THE SUBJECT PARCEL:
   - A. THE TRUSTEE'S WARRANTY DEED AS RECORDED IN OFFICIAL RECORDS BOOK 2941, AT PAGE 1973; THE WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 1549, AT PAGE 1519 (AS TO THE SUBJECT PARCEL, CITRUS COUNTY PARCEL ID: 18E19S06 41000);
   - B. THE DECLARATION OF CONDOMINIUM OF ELITE RESORTS AT CRYSTAL RIVER, AS RECORDED IN OFFICIAL RECORDS BOOK 2189, AT PAGE 2344 (AS TO THE WESTERLY ADJOINER);
   - E. THE QUIT-CLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 2941, AT PAGE 1973; THE WARRANTY DEED RECORDED IN OFFICIAL RECORDS 1182, AT PAGE 928 (AS TO THE SOUTHERLY ADJOINER);
   - F. THE WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 582, AT PAGE 639 (AS TO CITRUS COUNTY PARCEL 18E19S08 11000
   - G. THE PLAT OF RIDGEWOOD ACRES, RECORDED IN PLAT BOOK 19, PAGES 51 THROUGH 53, INCLUSIVE (AS TO THE EASTERLY ADJOINERS);
   - H. THE PLAT OF CRYSTAL OAKS SEVENTH ADDITION, RECORDED IN PLAT BOOK 18, PAGES 52 THROUGH 55, INCLUSIVE (AS TO A PORTION OF THE EASTERLY ADJOINERS);
   - I. THE PLAT OF CRYSTAL OAKS EIGHTH ADDITION, RECORDED IN PLAT BOOK 18, PAGES 96 THROUGH 98, INCLUSIVE (AS TO A PORTION OF THE EASTERLY ADJOINERS);
   - J. THE SUMMARY OF PARCEL ACCOUNT 18E19S08 41000 AS OBTAINED FROM THE OFFICE OF THE CITRUS COUNTY PROPERTY APPRAISER;
   - K. AN EXAMINATION OF THE PUBLIC RECORD PROPERTY OWNERSHIP DATABASE OPERATED AND MAINTAINED BY THE OFFICE OF THE CITRUS COUNTY PROPERTY APPRAISER (TO INCLUDE PARCEL ACCOUNT SUMMARIES AND THE MOST RECENT DEED OF RECORD AT A MINIMUM) WAS PERFORMED ON 09.30.2021 CONCERNING EXISTING PARCELS OF RECORD THAT LIE IMMEDIATELY ADJACENT TO THE SUBJECT PROPERTY WHICH ARE ALSO CONSIDERED AS LOTS, TRACTS, AND/OR OR OTHER SIMILARLY CONFIGURED PARCELS THAT WERE ESTABLISHED BY VIRTUE OF A SUBDIVISION RECORD PLAT AS SHOWN, NOTED OR OTHERWISE REFERENCED HEREON AND WERE FOUND TO BE IN HARMONY WITH THE RECORD TITLE OF THE SUBJECT PROPERTY UNLESS SHOWN OR NOTED HEREON TO THE CONTRARY; THE INDIVIDUAL COUNTY PARCEL IDENTIFICATION, ALTERNATE KEY NUMBER, OWNERSHIP AND ADDRESS INFORMATION ASSOCIATED WITH EACH ADJACENT PARCEL OF RECORD IS NOT SHOWN HEREON IN THE INTEREST OF MAP CLARITY DUE TO THE DENSITY OF SUCH ADJACENT PARCELS.
8. DIGITAL COPIES OF THIS SKETCH ARE INVALID WITHOUT THE ELECTRONIC SIGNATURE OF THE FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER LISTED HEREON THAT IS DIGITALLY AUTHENTICATED; PRINTED HARD COPIES OF THIS SKETCH ARE INVALID UNLESS THEY BEAR THE ORIGINAL SIGNATURE AND RAISED SEAL OF THE FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER LISTED HEREON.
9. ADDITIONS OR DELETIONS TO THIS SKETCH ARE PROHIBITED WITHOUT THE PERMISSION OF THE SIGNING PARTY.

Graphic Scale
1" = 200'

LEGEND:

- LB = LICENSED BUSINESS
- D.B.A. = DOING BUSINESS AS
- ID. = IDENTIFICATION
- R/W = RIGHT-OF-WAY
- △ = DESCRIPTIVE POINT
- = BOUNDARY LINE
- = RIGHT-OF-WAY LINE
- = SECTION LINE
- = FRACTIONAL SECTION LINE
- = EASEMENT LINES (PURPOSES VARY)



SURVEYOR'S CERTIFICATE: I HEREBY CERTIFY THAT THIS SKETCH IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT IT IS IN COMPLIANCE WITH THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

R. KELLY ROBERTS
PROFESSIONAL SURVEYOR AND MAPPER NO. 5006
STATE OF FLORIDA
DATE SIGNED

SKETCH OF DESCRIPTION
CRYSTAL RIDGE ACQUISITION PARCEL "B"
CITRUS COUNTY PARCEL NO. 18E19S06 41000 (ALTERNATE KEY NO. 1504465)

PREPARED FOR DIX DEVELOPMENTS, LLC

SECTION 6 TOWNSHIP 19 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA

NO.	DATE	REVISIONS	BY

SCALE: 1" = 200'
DATE: 10.20.2021
CHECKED: RKR
DRAWN: JLC
FIELD BOOK: ----
DATUM: NAD 83 (HARN)
FILE NO.: 501.05.002
JOB NO.: 501.05
SHEET: S-01 OF 01

ARDURRA GROUP, INC. D.B.A. Pigeon-Ardurra, LLC
CIVIL ENGINEERS · PLANNERS SURVEYORS & MAPPERS
605 S.E. 12th Street, Suite 3, Ocala, Florida 34471 (352) 867-7778 Voice (352) 867-7700 Fax

SURVEYING & MAPPING
LICENSED BUSINESS NO. LB 2610

File No. 501.05.002
Job No. 501.05
S-01 of 01

T:\501 Crystal Ridge\05 PD Zoning_dwg_PSM\501.05 Sketch of Descr Pt 2.dwg Copyright 2021 Pigeon-Roberts & Associates, LLC - All Rights Reserved

Packet Pg. 765
T.1.c
Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

– SKETCH OF DESCRIPTION –

CRYSTAL RIDGE ACQUISITION PARCEL "C"

DESCRIPTION: (SEE NOTE 4)

THE PARCEL OF LAND DESCRIBED IN THE QUIT-CLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 2941, AT PAGE 1973, AND AS DESCRIBED IN THE WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 1182, AT PAGE 928, ALL OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, LYING IN SECTION 6, TOWNSHIP 19 SOUTH, RANGE 18 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTHEAST 1/4 OF SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 19 SOUTH, RANGE 18 EAST, RANGE 18 EAST, CITRUS COUNTY, FLORIDA.

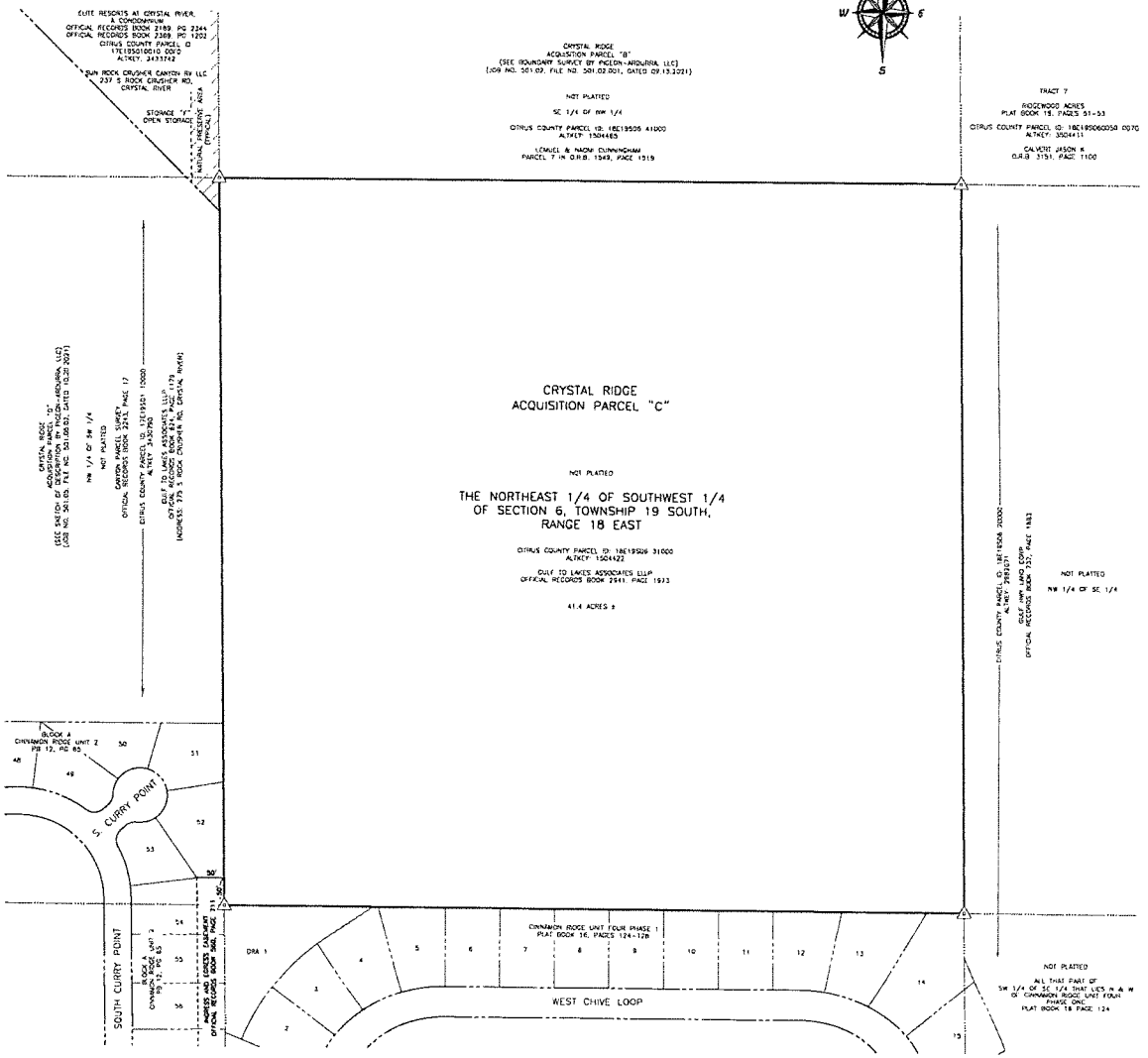
TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS AS DESCRIBED IN SPECIAL TRUSTEES WARRANTY DEED DATED, JULY 2, 1980 AND RECORDED IN OFFICIAL RECORDS BOOK 560, PAGE 711, PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA.

SURVEYOR'S NOTES:

1. THIS SKETCH OF DESCRIPTION WAS PREPARED FOR THE PURPOSE OF SHOWING A GRAPHIC REPRESENTATION OF THE DESCRIPTION OF RECORD CONCERNING THE SUBJECT PARCEL; SATISFYING THE SKETCH OF DESCRIPTION REQUIREMENTS SET FORTH IN THE STANDARDS OF CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE (PURSUANT TO SECTION 472.027, FLORIDA STATUTES), AND FOR THE PURPOSE OF ACCOMPANYING A CITRUS COUNTY COMPREHENSIVE PLAN AND LAND DEVELOPMENT CODE AMENDMENT APPLICATION.
2. UNLESS INDICATED TO THE CONTRARY, ALL RECORDING INFORMATION REFERENCES THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA.
3. THIS SKETCH HAS BEEN PREPARED WITHOUTH THE BENEFIT OF A CURRENT TITLE COMMITMENT OR ABSTRACT AND THEREFORE MAY NOT SHOW CURRENT OWNERSHIP, ENCUMBRANCES OR OTHER MATTERS OF RECORD
4. THE LEGAL DESCRIPTION SHOWN HEREON WAS TRANSCRIBED FROM THE QUIT-CLAIM DEED AS RECORDED IN OFFICIAL RECORDS BOOK 2941, AT PAGE 1973.
5. THE PROPERTY DESCRIBED HEREON APPEARS TO LIE IN ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN), ACCORDING TO FLOOD INSURANCE RATE MAP NO. 12017D307D (FIRM), AS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), COMMUNITY 120063, PANEL 0307, SUFFIX E, EFFECTIVE DATE SEPTEMBER 26, 2014. FLOOD ZONE LIMITS DEPICTED HEREON (IF ANY) WERE INCLUDED IN THE DIGITAL SHAPE FILE DOWNLOADED FROM FEMA.GOV WEB SITE.
6. PARCEL ACCOUNT IDENTIFICATIONS AND SITUS ADDRESS INFORMATION SHOWN OR NOTED HEREON WAS OBTAINED FROM THE PUBLIC RECORD PROPERTY OWNERSHIP DATABASE OPERATED AND MAINTAINED BY THE OFFICE OF THE CITRUS COUNTY PROPERTY APPRAISER.
7. DURING THE COURSE OF PREPARING THIS SKETCH OF DESCRIPTION, THE FOLLOWING SOURCES WERE USED IN RENDERING THIS SKETCH APPROXIMATING THE BOUNDARIES OF RECORD TITLE FOR THE SUBJECT PARCEL:
   - A. THE QUIT-CLAIM DEED AS RECORDED IN OFFICIAL RECORDS BOOK 2941, AT PAGE 1973; THE WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 1182, AT PAGE 928; THE QUIT-CLAIM DEED AS RECORDED IN OFFICIAL RECORDS BOOK 787, AT PAGE 725; (AS TO THE SUBJECT PARCEL, CITRUS COUNTY PARCEL ID: 18E19S06 31000);
   - B. THE DECLARATION OF CONDOMINIUM OF ELITE RESORTS AT CRYSTAL RIVER, A CONDOMINIUM, AS RECORDED IN OFFICIAL RECORDS BOOK 2189, AT PAGE 2344;
   - C. THE WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 624, PAGE 1179; THE BOUNDARY SURVEY MAP PREPARED PURSUANT TO MINOR SUBDIVISION APPLICATION NO. MSP-07-07, APPROVED JUNE 6, 2007, A COPY OF WHICH IS RECORDED IN OFFICIAL RECORDS BOOK 2243, PAGE 17; (AS TO CITRUS COUNTY PARCEL 17E19S01 10000)
   - D. THE PLAT OF CINNAMON RIDGE UNIT 2, RECORDED IN PLAT BOOK 12, PAGE 65;
   - E. THE PLAT OF CINNAMON RIDGE UNIT FOUR PHASE ONE, RECORDED IN PLAT BOOK 16, PAGES 124 THROUGH 128, INCLUSIVE (AS TO SOUTHERLY ADJOINERS);
   - F. THE PLAT OF RIDGEWOOD ACRES, RECORDED IN PLAT BOOK 19, PAGES 51 THROUGH 53, INCLUSIVE; (AS TO NORTHEASTERLY ADJOINER);
   - G. THE TRUSTEE'S WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 1548, AT PAGE 1519; (AS TO CITRUS COUNTY PARCEL ID: 18E19S06 41000);
   - H. THE SUMMARY OF PARCEL ACCOUNT 18E19S06 31000 (ALTERNATE KEY NO. 1504422) AS OBTAINED FROM THE OFFICE OF THE CITRUS COUNTY PROPERTY APPRAISER;
   - I. THE SUMMARY OF PARCEL ACCOUNT 17E19S01 10000 (ALTERNATE KEY NO. 3430790) AS OBTAINED FROM THE OFFICE OF THE CITRUS COUNTY PROPERTY APPRAISER;
   - J. THE SUMMARY OF PARCEL ACCOUNT 17E19S010010 0070 (ALTERNATE KEY NO. 3433742) AS OBTAINED FROM THE OFFICE OF THE CITRUS COUNTY PROPERTY APPRAISER;
   - K. THE SUMMARY OF PARCEL ACCOUNT 18E19S06 41000 (ALTERNATE KEY NO. 1504465) AS OBTAINED FROM THE OFFICE OF THE CITRUS COUNTY PROPERTY APPRAISER;
   - L. THE SUMMARY OF PARCEL ACCOUNT 18E19S060050 0070 (ALTERNATE KEY NO. 3504411) AS OBTAINED FROM THE OFFICE OF THE CITRUS COUNTY PROPERTY APPRAISER;
   - M. THE SUMMARY OF PARCEL ACCOUNT 18E19S06 20000 (ALTERNATE KEY NO. 2982071) AS OBTAINED FROM THE OFFICE OF THE CITRUS COUNTY PROPERTY APPRAISER;
   - N. AN EXAMINATION OF THE PUBLIC RECORD PROPERTY OWNERSHIP DATABASE OPERATED AND MAINTAINED BY THE OFFICE OF THE CITRUS COUNTY PROPERTY APPRAISER (TO INCLUDE PARCEL ACCOUNT SUMMARIES AND THE MOST RECENT DEED OF RECORD AT A MINIMUM) WAS PERFORMED ON 09.30.2021 CONCERNING EXISTING PARCELS OF RECORD THAT LIE IMMEDIATELY ADJACENT TO THE SUBJECT PROPERTY WHICH ARE ALSO CONSIDERED AS LOTS, TRACTS, AND/OR OR OTHER SIMILARLY CONFIGURED PARCELS THAT WERE ESTABLISHED BY VIRTUE OF A SUBDIVISION RECORD PLAT AS SHOWN, NOTED OR OTHERWISE REFERENCED HEREON AND WERE FOUND TO BE IN HARMONY WITH THE RECORD TITLE OF THE SUBJECT PROPERTY UNLESS SHOWN OR NOTED HEREON TO THE CONTRARY. THE INDIVIDUAL COUNTY PARCEL IDENTIFICATION, ALTERNATE KEY NUMBER, OWNERSHIP AND ADDRESS INFORMATION ASSOCIATED WITH EACH ADJACENT PARCEL OF RECORD IS NOT SHOWN HEREON IN THE INTEREST OF MAP CLARITY DUE TO THE DENSITY OF SUCH ADJACENT PARCELS.
8. DIGITAL COPIES OF THIS SKETCH ARE INVALID WITHOUT THE ELECTRONIC SIGNATURE OF THE FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER LISTED HEREON THAT IS DIGITALLY AUTHENTICATED; PRINTED HARD COPIES OF THIS SKETCH ARE INVALID UNLESS THEY BEAR THE ORIGINAL SIGNATURE AND RAISED SEAL OF THE FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER LISTED HEREON.
9. ADDITIONS OR DELETIONS TO THIS SKETCH ARE PROHIBITED WITHOUT THE PERMISSION OF THE SIGNING PARTY.

LEGEND:

- LB = LICENSED BUSINESS
- D.B.A. = DOING BUSINESS AS
- ID. = IDENTIFICATION
- R/W = RIGHT-OF-WAY
- △ = DESCRIPTIVE POINT
- ——— = BOUNDARY LINE
- ——— = RIGHT-OF-WAY LINE
- ——— = SECTION LINE
- ——— = FRACTIONAL SECTION LINE
- - - - = EASEMENT LINES (PURPOSES VARY)



Graphic Scale
1" = 100'

SURVEYOR'S CERTIFICATE:
I HEREBY CERTIFY THAT THIS SKETCH IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THAT IT MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

R. KELLY ROBERTS
PROFESSIONAL SURVEYOR AND MAPPER NO. 5005
STATE OF FLORIDA
DATE SIGNED:

SKETCH OF DESCRIPTION
CRYSTAL RIDGE ACQUISITION PARCEL "C"
CITRUS COUNTY PARCEL 18E19S06 31000 (ALTERNATE KEY NO. 1504422)

PREPARED FOR
DIX DEVELOPMENTS, LLC

SECTION 6, TOWNSHIP 19 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA

NO.	DATE	REVISIONS	BY/ID

SCALE: 1" = 100'
DATE: 09.30.2021
DRAWN: MC
CHECKED: RKR
FIELD BOOK:
PAGE:
DATUM: (1983/NAD83)
JOB NO.: 501.03
SKETCH: S-01 OF 01

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CERTIFICATE OF AUTHORIZATION NUMBER LB 2610
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LICENSED BUSINESS NO. LB 2610

File No.
501.05.003

Job No.
501.05

S-01 of 01

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T.1.c

Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

SKETCH OF DESCRIPTION

CRYSTAL RIDGE ACQUISITION PARCEL "D"

DESCRIPTION: (SEE NOTE 5)

PARCEL B AS DESCRIBED IN THE BOUNDARY SURVEY MAP PREPARED PURSUANT TO MINOR SUBDIVISION APPLICATION NO. MSP-07-07, APPROVED JUNE 8, 2007, A COPY OF WHICH IS RECORDED IN OFFICIAL RECORDS BOOK 2243, AT PAGE 17, OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA LYING PARTIALLY IN SECTION 1, TOWNSHIP 19 SOUTH, RANGE 17 EAST AND LYING PARTIALLY IN SECTION 6, TOWNSHIP 19 SOUTH, RANGE 18 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

"A PARCEL OF LAND CONSISTING OF A PORTION OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 19 SOUTH, RANGE 17 EAST, CITRUS COUNTY, FLORIDA; A PORTION OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 1; A PORTION OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 19 SOUTH, RANGE 18 EAST, SAID CITRUS COUNTY AND A PORTION OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 6; SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF CINNAMON RIDGE UNIT 2, ACCORDING TO PLAT BOOK 12, PAGE 65 OF THE PUBLIC RECORDS OF SAID CITRUS COUNTY; THENCE ON THE BOUNDARIES THEREOF, RUN THE FOLLOWING FOUR COURSES: (1) SOUTH 89 DEGREES 37 MINUTES 48 SECONDS WEST, 678.52 FEET; (2) SOUTH 00 DEGREES 59 MINUTES 51 SECONDS EAST, 332.07 FEET; (3) SOUTH 89 DEGREES 41 MINUTES 24 SECONDS WEST, 678.39 FEET; (4) SOUTH 01 DEGREES 04 MINUTES 46 SECONDS EAST, 1161.79 FEET TO THE EASTERLY LINE OF ROCK CRUSHER ROAD (A 100 FOOT WIDE RIGHT-OF-WAY); THENCE ON THE LAST SAID LINE, RUN THE FOLLOWING SEVEN COURSES: (1) NORTH 53 DEGREES 26 MINUTES 34 SECONDS WEST, 104.40 FEET; (2) ON THE ARC OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1100.00 FEET; AN ARC LENGTH OF 940.97 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 28 DEGREES 56 MINUTES 12 SECONDS WEST, 912.54 FEET; (3) NORTH 04 DEGREES 25 MINUTES 48 SECONDS WEST, 347.57 FEET; (4) ON THE ARC OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1200.00 FEET; AN ARC LENGTH OF 557.87 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17 DEGREES 44 MINUTES 54 SECONDS WEST, 552.86 FEET; (5) NORTH 31 DEGREES 03 MINUTES 59 SECONDS WEST, 782.37 FEET; (6) ON THE ARC OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1550.00 FEET, AN ARC LENGTH OF 825.05 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 15 DEGREES 49 MINUTES 02 SECONDS WEST, 815.35 FEET; (7) NORTH 00 DEGREES 34 MINUTES 06 SECONDS WEST, 153.08 FEET; THENCE NORTH 89 DEGREES 25 MINUTES 54 SECONDS EAST, 276.18 FEET; THENCE SOUTH 76 DEGREES 35 MINUTES 36 SECONDS EAST, 115.82 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST(*), 243.64 FEET; THENCE NORTH 18 DEGREES 50 MINUTES 44 SECONDS EAST, 130.87 FEET; THENCE NORTH 88 DEGREES 57 MINUTES 15 SECONDS EAST, 672.90 FEET; THENCE SOUTH 01 DEGREES 02 MINUTES 45 SECONDS EAST, 102.34 FEET; THENCE SOUTH 65 DEGREES 29 MINUTES 01 SECONDS EAST, 1059.03 FEET; THENCE SOUTH 45 DEGREES 27 MINUTES 08 SECONDS EAST, 573.32 FEET; THENCE SOUTH 01 DEGREES 01 MINUTES 47 SECONDS EAST, 931.43 FEET TO THE POINT OF BEGINNING.

CONTAINING 107.87 ACRES, MORE OR LESS, IN AREA."

LESS AND EXCEPT:

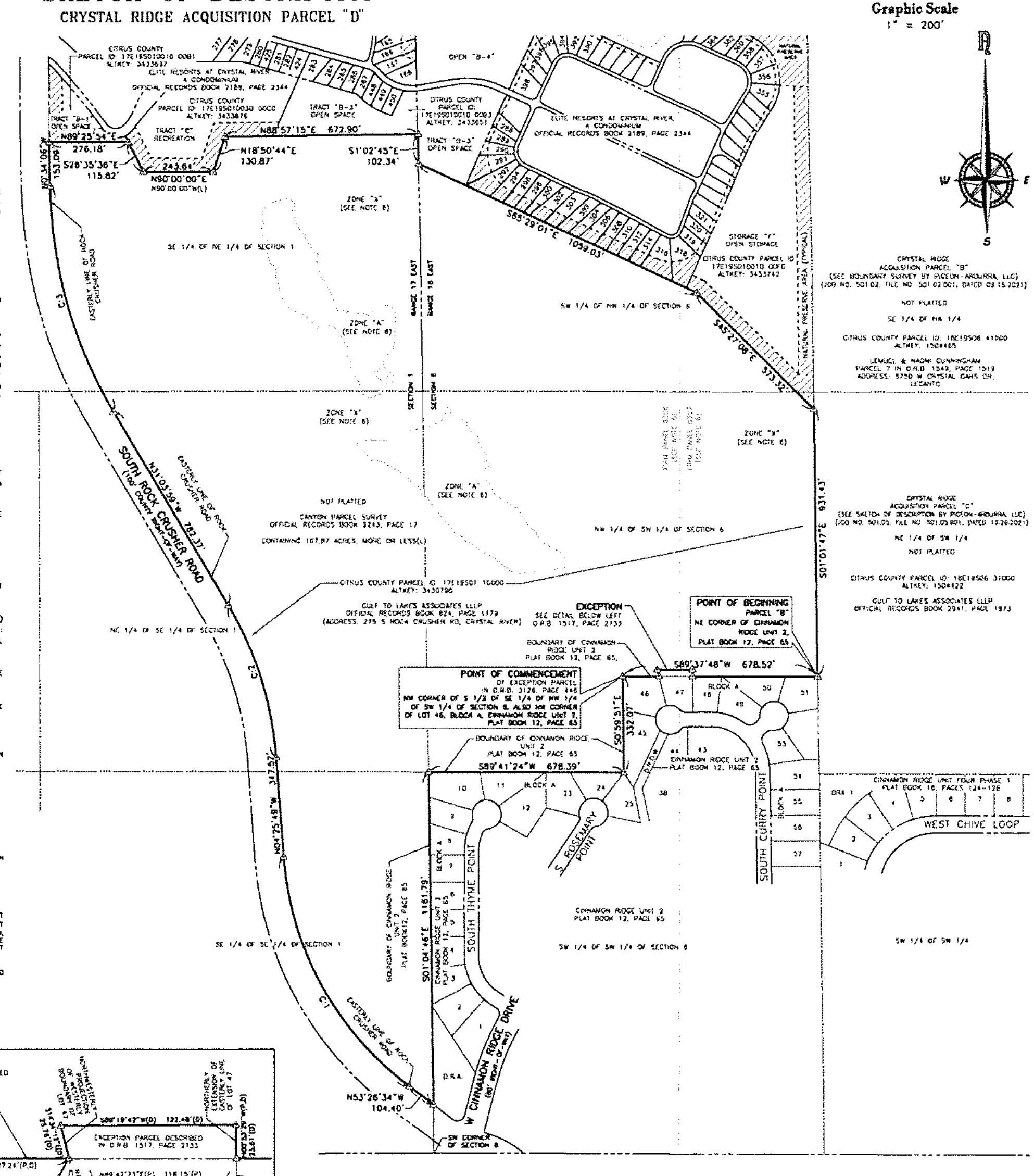
THE LANDS DESCRIBED IN EXHIBIT A OF THE CORPORATE WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 1517, AT PAGE 2133, OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, LYING PARTIALLY IN SECTION 1, TOWNSHIP 19 SOUTH, RANGE 17 EAST AND PARTIALLY IN SECTION 6, TOWNSHIP 19 SOUTH, RANGE 18 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 19 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA, SAID POINT ALSO BEING THE NORTHWEST CORNER OF LOT 48, BLOCK A, OF CINNAMON RIDGE UNIT 2 AS RECORDED IN PLAT BOOK 12, PAGE 65, OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, THENCE NORTH 89 DEGREES 42' 23" EAST 127.24 FEET ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 SAID LINE ALSO BEING THE NORTH LINE OF LOT 48, BLOCK A, CINNAMON RIDGE UNIT 2, RECORDED IN PLAT BOOK 12, PAGE 65, PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, TO THE NORTHEAST CORNER OF SAID LOT 48, ALSO BEING THE NORTHWEST CORNER OF LOT 47, BLOCK A OF SAID PLAT OF CINNAMON RIDGE UNIT 2 AND THE POINT OF BEGINNING. THENCE NORTH 89 DEGREES 37' 38" EAST 118.58 FEET ALONG THE NORTH LINE OF SAID LOT 47, BLOCK A TOT HE(*) NORTHEAST CORNER OF SAID LOT 47, BLOCK A, THENCE ALONG THE NORTHERLY EXTENSION OF THE EASTERLY LINE OF SAID LOT 47 NORTH 00 DEGREES 53' 29" WEST 23.81 FEET, THENCE SOUTH 89 DEGREES 18'47" WEST 122.48 FEET TO A POINT ON A NORTHWESTERLY PROJECTION OF THE WESTERLY BOUNDARY OF SAID LOT 47 THENCE SOUTH 14 DEGREES 34' 12" EAST ALONG SAID NORTHWESTERLY PROJECTION 23.76 FEET TO THE POINT OF BEGINNING.

(*) = APPARENT SCRIVENER'S ERROR: "TOT HE" SHOULD READ "TO THE"

SURVEYOR'S NOTES:

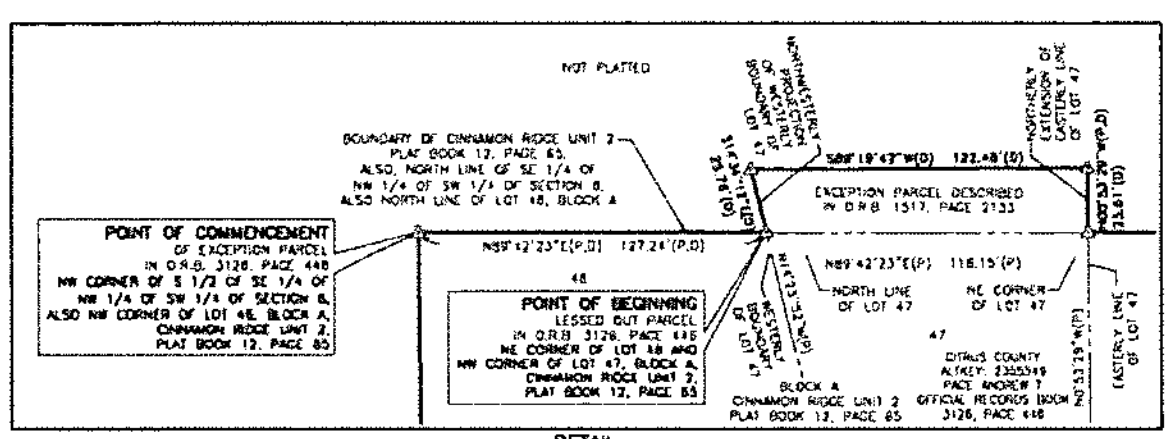
1. THIS SKETCH OF DESCRIPTION WAS PREPARED FOR THE PURPOSE OF SHOWING A GRAPHIC REPRESENTATION OF THE DESCRIPTION OF RECORD CONCERNING THE SUBJECT PARCEL; SATISFYING THE SKETCH OF DESCRIPTION REQUIREMENTS SET FORTH IN THE STANDARDS OF CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE (PURSUANT TO SECTION 472.027, FLORIDA STATUTES), AND FOR THE PURPOSE OF ACCOMPANYING A CITRUS COUNTY COMPREHENSIVE PLAN AND LAND DEVELOPMENT CODE AMENDMENT APPLICATION.
2. BEARINGS SHOWN HEREON ARE BASED ON THE DESCRIPTION OF PARCEL B AS SHOWN ON THE BOUNDARY SURVEY MAP PREPARED PURSUANT TO MINOR SUBDIVISION APPLICATION NO. MSP-07-07, APPROVED JUNE 8, 2007, A COPY OF WHICH IS RECORDED IN OFFICIAL RECORDS BOOK 2243, AT PAGE 17; AND THE EXCEPTION DESCRIBED IN OFFICIAL RECORDS BOOK 1517, AT PAGE 2133.
3. UNLESS INDICATED TO THE CONTRARY, ALL RECORDING INFORMATION REFERENCES THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA.
4. THIS SKETCH HAS BEEN PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT OR ABSTRACT AND THEREFORE MAY NOT SHOW ALL EASEMENTS AND ENCUMBRANCES OF RECORD.
5. THE LEGAL DESCRIPTION SHOWN HEREON WAS TRANSCRIBED FROM THE BOUNDARY SURVEY MAP AS RECORDED IN OFFICIAL RECORDS BOOK 2243, AT PAGE 17 AND THE EXCEPTION PARCEL DESCRIBED IN EXHIBIT A OF THE CORPORATE WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 1517, AT PAGE 2133.
6. THE PROPERTY DESCRIBED HEREON APPEARS TO LIE IN ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AND ZONE "A" (AREAS WITHOUT BASE FLOOD ELEVATION (BFE)) ACCORDING TO FLOOD INSURANCE RATE MAP NO. 12017C0306C (FIRM), AS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), COMMUNITY 120063, PANEL 0306, SUFFIX E, EFFECTIVE DATE: JANUARY 15, 2021, VERSION NUMBER 2.4.3.2. AND FLOOD INSURANCE RATE MAP NO. 12017C0307D (FIRM), AS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), COMMUNITY 120063, PANEL 0307, SUFFIX E, EFFECTIVE DATE: SEPTEMBER 26, 2014; FLOOD INSURANCE RATE MAP (FIRM) PANEL LIMITS DEPICTED HEREON WERE INCLUDED IN THE DIGITAL SHAPE FILE DOWNLOADED FROM FEMA.GOV WEB SITE.
7. PARCEL ACCOUNT IDENTIFICATIONS AND SITUS ADDRESS INFORMATION SHOWN OR NOTED HEREON WAS OBTAINED FROM THE PUBLIC RECORD PROPERTY OWNERSHIP DATABASE OPERATED AND MAINTAINED BY THE OFFICE OF THE CITRUS COUNTY PROPERTY APPRAISER.
8. DURING THE COURSE OF PREPARING THIS SKETCH OF DESCRIPTION, THE FOLLOWING SOURCES WERE USED IN RENDERING THIS OPINION AS TO THE LOCATION OF THE BOUNDARIES OF RECORD TITLE FOR THE SUBJECT PARCEL (ALL RECORDING DATA REFERS TO THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, UNLESS SPECIFIED TO THE CONTRARY):
   - A. THE WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 824, PAGE 1179; THE BOUNDARY SURVEY MAP, OFFICIAL RECORDS BOOK 2243, PAGE 17; (AS TO THE SUBJECT PARCEL)
   - B. THE CORPORATE WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 1517, PAGE 2133; AND THE WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 3126, PAGE 446; (AS TO THE EXCEPTION PARCEL)
   - C. THE DECLARATION OF CONDOMINIUM OF ELITE RESORTS AT CRYSTAL RIVER, A CONDOMINIUM, AS RECORDED IN OFFICIAL RECORDS BOOK 2188, AT PAGE 2344;
   - D. QUIT-CLAIM DEED AS RECORDED IN OFFICIAL RECORDS BOOK 2941, AT PAGE 1973; QUIT-CLAIM DEED AS RECORDED IN OFFICIAL RECORDS BOOK 787, AT PAGE 723;
   - E. THE PLAT OF CINNAMON RIDGE UNIT 2, RECORDED IN PLAT BOOK 12, PAGE 65;
   - F. THE TRUSTEE'S WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 1548, AT PAGE 1519, (AS TO CITRUS COUNTY PARCEL ID: 18E19S06 41000);
   - G. THE SUMMARY OF PARCEL ACCOUNT 17E19S01 10000 (ALTERNATE KEY NO. 3430790) AS OBTAINED FROM THE OFFICE OF THE CITRUS COUNTY PROPERTY APPRAISER (AS TO THE SUBJECT PARCEL);
   - H. THE SUMMARY OF PARCEL ACCOUNT 18E19S060020 000A0 0470 (ALTERNATE KEY NO. 2355549) AS OBTAINED FROM THE OFFICE OF THE CITRUS COUNTY PROPERTY APPRAISER (AS TO THE EXCEPTION PARCEL)
   - I. THE SUMMARY OF PARCEL ACCOUNT 17E19S010010 0081 (ALTERNATE KEY NO. 3433637); THE SUMMARY OF PARCEL ACCOUNT 17E19S010010 0083 (ALTERNATE KEY NO. 3433651); THE SUMMARY OF PARCEL ACCOUNT 17E19S010030 00C0 (ALTERNATE KEY NO. 3433676); AND THE SUMMARY OF PARCEL ACCOUNT 17E19S010010 00F0 (ALTERNATE KEY NO. 3433742); AS OBTAINED FROM THE OFFICE OF THE CITRUS COUNTY PROPERTY APPRAISER (AS TO ELITE RESORTS AT CRYSTAL RIVER, A CONDOMINIUM, NON-UNIT PARCELS)
   - J. AN EXAMINATION OF THE PUBLIC RECORD PROPERTY OWNERSHIP DATABASE OPERATED AND MAINTAINED BY THE OFFICE OF THE CITRUS COUNTY PROPERTY APPRAISER (TO INCLUDE PARCEL ACCOUNT SUMMARIES AND THE MOST RECENT DEED OF RECORD AT A MINIMUM) WAS PERFORMED ON 10.19.2021 CONCERNING EXISTING PARCELS OF RECORD THAT LIE IMMEDIATELY ADJACENT TO THE SUBJECT PROPERTY WHICH ARE ALSO CONSIDERED AS LOTS, TRACTS, UNITS, AND/OR OR OTHER SIMILARLY CONFIGURED PARCELS THAT WERE ESTABLISHED BY VIRTUE OF A SUBDIVISION RECORD PLAT AS SHOWN, NOTED OR OTHERWISE REFERENCED HEREON AND WERE FOUND TO BE IN HARMONY WITH THE RECORD TITLE OF THE SUBJECT PROPERTY UNLESS SHOWN OR NOTED HEREON TO THE CONTRARY; THE INDIVIDUAL COUNTY PARCEL IDENTIFICATION, ALTERNATE KEY NUMBER, OWNERSHIP AND ADDRESS INFORMATION ASSOCIATED WITH EACH ADJACENT PARCEL OF RECORD IS NOT SHOWN HEREON IN THE INTEREST OF MAP CLARITY DUE TO THE DENSITY OF SUCH ADJACENT PARCELS.
9. DIGITAL COPIES OF THIS SKETCH ARE INVALID WITHOUT THE ELECTRONIC SIGNATURE OF THE FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER LISTED HEREON THAT IS DIGITALLY AUTHENTICATED; PRINTED HARD COPIES OF THIS SKETCH ARE INVALID UNLESS THEY BEAR THE ORIGINAL SIGNATURE AND RAISED SEAL OF THE FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER LISTED HEREON.
10. ADDITIONS OR DELETIONS TO THIS SKETCH ARE PROHIBITED WITHOUT THE PERMISSION OF THE SIGNING PARTY.



CURVE TAG	RADIUS	LENGTH	CHORD BEARING	CHORD LENGTH
C-1	1100.00'	940.97'	N28°56'12"W	912.54'
C-2	1200.00'	557.87'	N17°44'54"W	552.86'
C-3	1550.00'	825.06'	N15°49'02"W	815.35'

LEGEND:

- C# = REFERENCE TO CURVE TABLE
- (D) = DIMENSION/DATA PER DEED
- (L) = LEGAL DESCRIPTION
- LB = LICENSED BUSINESS
- D.B.A. = DOING BUSINESS AS
- D.R.O.W. = DRAINAGE RIGHT-OF-WAY
- O.R.B. = OFFICIAL RECORDS BOOK
- (P) = DIMENSION/DATA PER PLAT
- R/W = RIGHT-OF-WAY
- △ = DESCRIPTIVE POINT
- ——— = BOUNDARY LINE
- ——— = CENTERLINE OF RIGHT-OF-WAY
- ——— = RIGHT-OF-WAY LINE
- ——— = SECTION LINE
- ——— = FRACTIONAL SECTION LINE
- - - - = EASEMENT LINES (PURPOSES VARY)



DETAIL
LAND AS DESCRIBED IN O.R.B. 1517, PAGE 2133
SCALE: 1" = 40'

SURVEYOR'S CERTIFICATE:
I HEREBY CERTIFY THAT THIS SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT IT MEETS THE STANDARDS OF PRACTICE AS SET FORTH IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

R. KELLY ROBERTS
PROFESSIONAL SURVEYOR AND MAPPER NO. 5558
STATE OF FLORIDA
DATE SIGNED

SKETCH OF DESCRIPTION
CRYSTAL RIDGE ACQUISITION PARCEL "D"
CITRUS COUNTY PARCEL 17E19S01 10000
(ALTERNATE KEY NO. 3430790)

PREPARED FOR
DIX DEVELOPMENTS, LLC

SECTION 1, TOWNSHIP 19 SOUTH, RANGE 17 EAST, CITRUS COUNTY, FLORIDA AND
SECTION 6, TOWNSHIP 19 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA

NO.	DATE	REVISIONS	APP'D. BY

SCALE:	1" = 100'
DATE:	10.20.2021
CHECKED:	RKR
DRAWN:	LHC
FIELD BOOK:	
PAGE:	
DATUM:	NAD83 / NAVD88
FILE NO.:	501.05.004
JOB NO.:	501.05
SHEET:	S-01 OF 01

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File No. 501.05.004
Job No. 501.05
S-01 of 01

T:\501 Crystal Ridge\05 PD Zoning_dwg_PSM\501.05 Sketch of Descr PH 4.dwg

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APPENDIX D

Traffic Operations Study

Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

OCTOBER 2021

CRYSTAL RIDGE

RESIDENTIAL SITE

CITRUS COUNTY, FLORIDA

TRAFFIC OPERATIONS STUDY

luke transportation engineering consultants

transportation engineering + planning

Ltec № 21-2702

Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

CITRUS COUNTY

TRAFFIC OPERATIONS STUDY

CRYSTAL RIDGE

RESIDENTIAL SITE

Prepared for:

Pigeon Ardurra
925 SE 17th Street, Suite A
Ocala, FL 34471

Prepared by:

LUKE TRANSPORTATION ENGINEERING CONSULTANTS, INC.

P. O. Box 941556
Maitland, Florida 32794-1556
407-423-8055

www.Ltec-FL.com

OCTOBER 2021

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PROFESSIONAL ENGINEERING CERTIFICATE

I hereby certify that I am a registered professional engineer in the State of Florida practicing with Luke Transportation Engineering Consultants, a corporation authorized to operate as an engineering business (#EB-0007429), by the State of Florida Department of Professional Regulation, Board of Professional Engineers, and that I have prepared or approved the evaluation, findings, opinions, conclusions, or technical advice hereby reported for

PROJECT: Crystal Ridge Residential Site

LOCATION: South Rock Crusher Road, Citrus County, Florida

CLIENT: Pigeon Ardurra

I acknowledge that the procedures and references used to develop the results contained in this report are standard to the professional practice of transportation engineering as applied through professional judgment and experience.

NAME: J. Anthony Luke, P.E.

P.E. NO.: 42642

DATE: 15 Oct 21

SIGNATURE:

Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

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INTRODUCTION

Purpose

This study was conducted to assess the traffic impact of the proposed Crystal Ridge Residential Site ("Project") in Citrus County, Florida. The Project site location is shown in **Figure 1**. **Figure 2** shows the conceptual site plan with three (3) proposed access points, along South Rock Crusher Road and West Crystal Oaks Drive. While the site plan (Figure 2) depicts four phases of development, this traffic analysis is based on the full build-out of the Project by year 2030. As determined through coordination with the Citrus County staff, the traffic analysis required for the Project is limited to the peak hour analysis of the proposed Project access points. Citrus County does not require a concurrency analysis of the off-site transportation network. Based on the adopted Citrus County municode, the traffic analysis for the Project includes the following components:

- No TIA Methodology Letter/Statement required,
- Study Intersection limited to the Project Driveway Access Points,
- Review Area/Study Roadways limited to the South Rock Crusher Road and West Crystal Oaks Drive roadway segments adjacent to the Project access points, and
- Background traffic growth rates determined based on minimum 2% annual growth rate or historic traffic volumes, whichever was higher.

Site Location and Site Plan

The Project site location is shown in Figure 1, east of South Rock Crusher Road, with properties north and south of West Crystal Oaks Drive in Citrus County, Florida. The property is currently undeveloped. Figure 2 shows the conceptual site plan with the full access driveways identified.

Study Limits

The TIA study limits included the following:

- Project access driveways (two) on South Rock Crusher Road
- Project access driveway (one) on West Crystal Oaks Drive

Based on a review of the Hernando/Citrus Metropolitan Planning Organization FY 2022-2026 Transportation Improvement Program, no improvements are programmed for construction within the Project traffic study limits.

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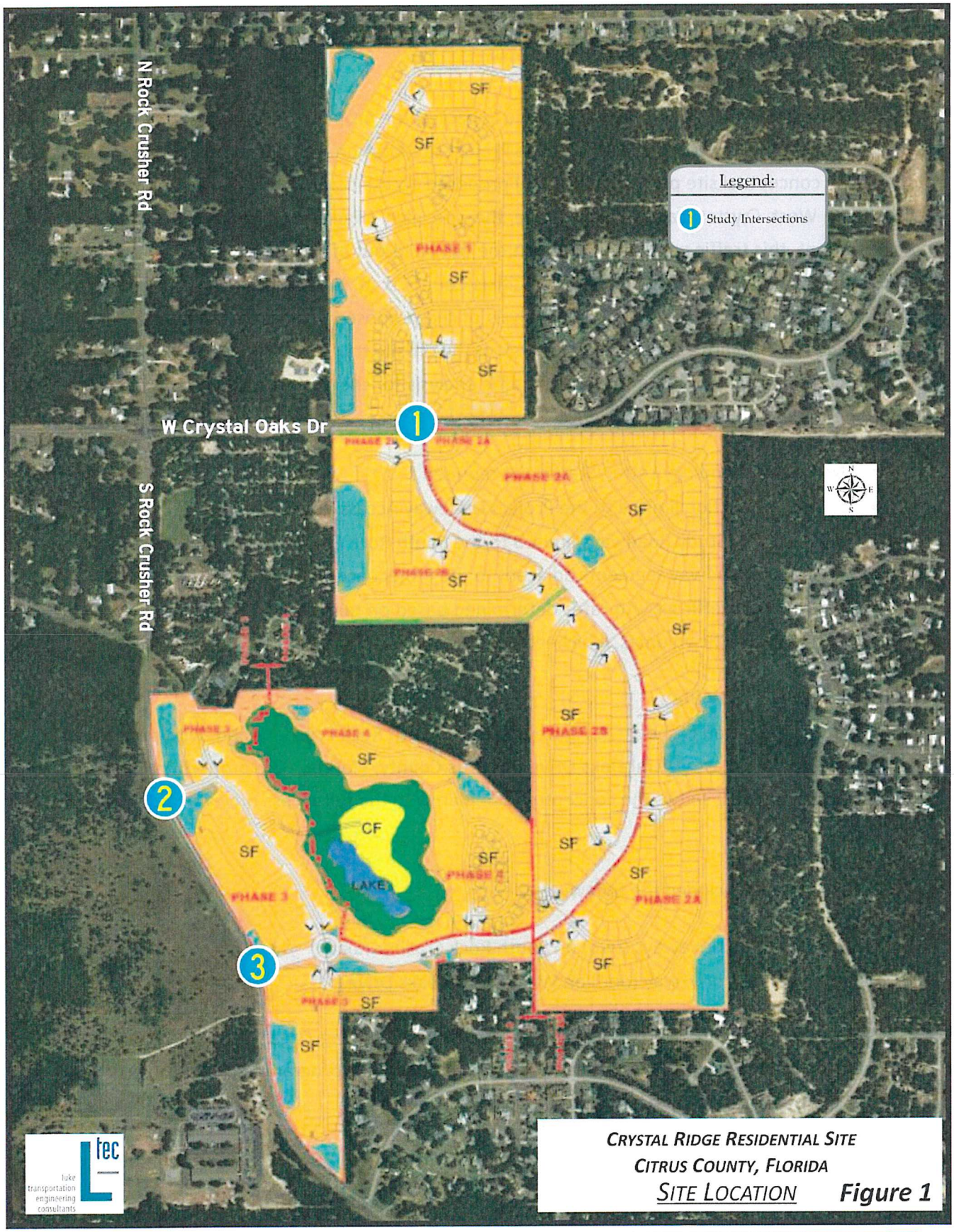

CRYSTAL RIDGE RESIDENTIAL SITE
CITRUS COUNTY, FLORIDA
SITE LOCATION **Figure 1**

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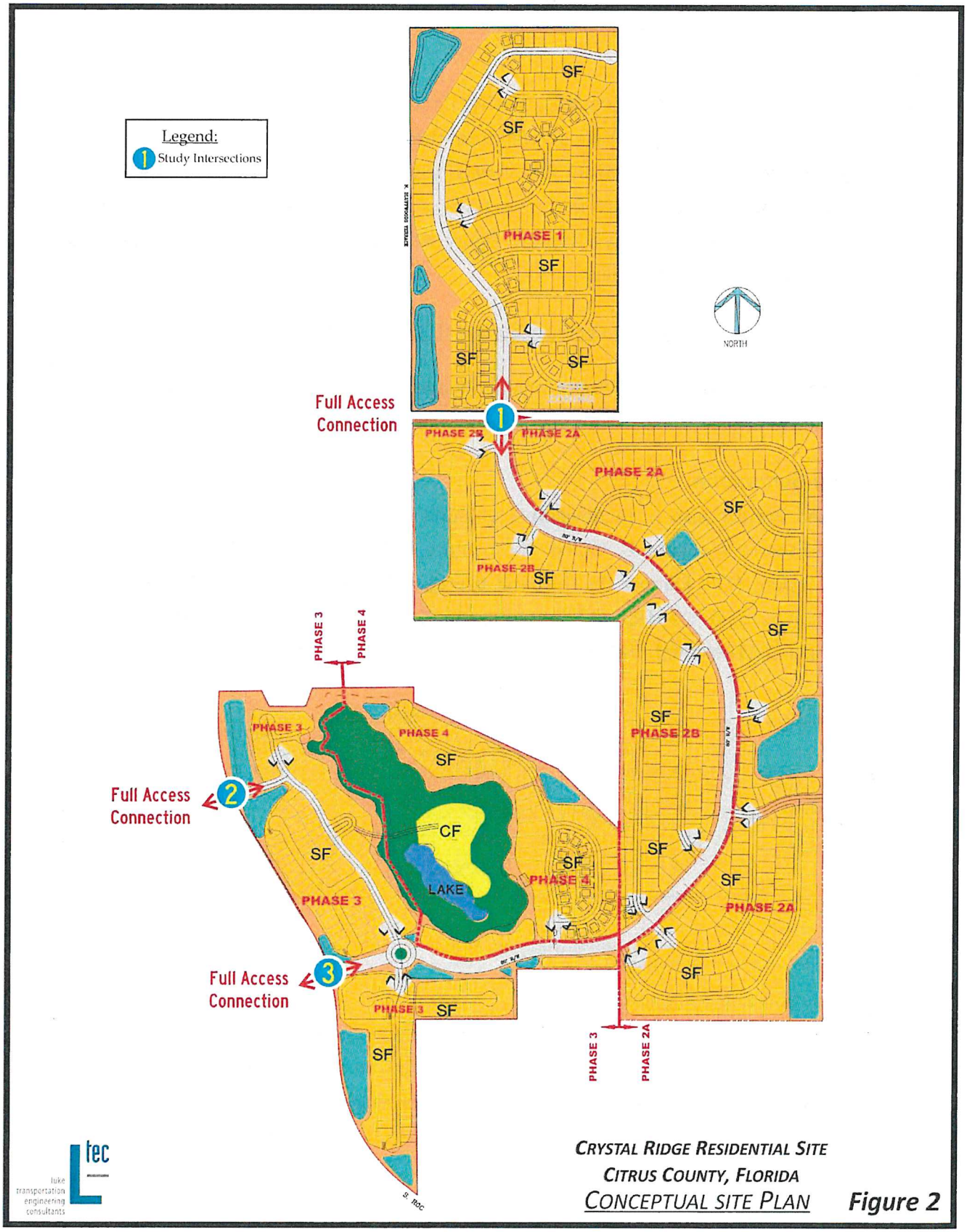

CRYSTAL RIDGE RESIDENTIAL SITE
CITRUS COUNTY, FLORIDA
CONCEPTUAL SITE PLAN

Figure 2

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EXISTING ROADWAY AND TRAFFIC CONDITIONS

Existing Traffic Volumes

Existing traffic volumes for the South Rock Crusher Road and West Crystal Oaks Drive roadway segments adjacent to the Project were derived from the turning movement count collected for this study. The turning movement count summary is included in **Appendix A**. The existing (2021) intersection volumes are developed from raw turning movement counts and FDOT Seasonal Factors to produce Annual Average volumes. **Figure 3** shows the existing A.M. and P.M. peak hour access driveways traffic volumes.

Existing Adjacent Roadway Segment Level of Service (LOS) Conditions

- South Rock Crusher Road - West Cinnamon Ridge Drive to West 7 Rivers Drive: LOS C
- West Crystal Oaks Drive - South Rock Crusher Road to SR 44: LOS C

Project Trip Generation

The proposed Project plan is to develop a 957-unit residential neighborhood, with three driveways as shown in Figure 2. Using the Institute of Transportation Engineers (ITE) *Trip Generation Report*, (11th Edition) for this land use type, it is estimated that the project will generate 668 A.M. peak hour trips (172 entering and 496 exiting) and 911 P.M. peak hour trips (574 entering and 337 exiting). **Table 1** summarizes the trip generation.

TABLE 1
Estimated Trip Generation (1)

			Trip Generation Rates							Traffic Volumes						
				A.M. Peak Hour			P.M. Peak Hour				A.M. Peak Hour			P.M. Peak Hour		
Land Use	Size	ITE Code (2)	Daily	Total	Enter	Exit	Total	Enter	Exit	Daily	Total	Enter	Exit	Total	Enter	Exit
P 1 - Single Family	232 DU	210 / E	9.43	0.69	0.18	0.51	0.94	0.59	0.35	2,188	160	42	118	218	137	81
P 2A - Single Family	315 DU	210 / E	9.21	0.67	0.17	0.50	0.93	0.59	0.34	2,901	212	54	158	293	186	107
P 2B - Single Family	181 DU	210 / E	9.62	0.71	0.18	0.53	0.96	0.60	0.36	1,741	129	33	96	174	109	65
P 3 - Single Family	161 DU	210 / E	9.71	0.71	0.18	0.53	0.97	0.61	0.36	1,563	114	29	85	156	98	58
P 4 - Single Family	68 DU	210 / E	10.41	0.77	0.20	0.57	1.02	0.64	0.38	708	53	14	39	70	44	26
Total	**957 DU**								**Total**	**9,101**	**668**	**172**	**496**	**911**	**574**	**337**

(1) Trip generation calculations from 11th Edition of ITE Trip Generation Report.

(2) ITE Land Use Code Number / E = Fitted Curve Equation

Daily - Ln (T) = 0.92 Ln (X) + 2.68, AM - Ln (T) = 0.91 Ln (X) +0.12 (26% Enter/74% Exit), and PM - Ln (T) = 0.94 Ln (X) +0.27 (63% Enter/37% Exit)

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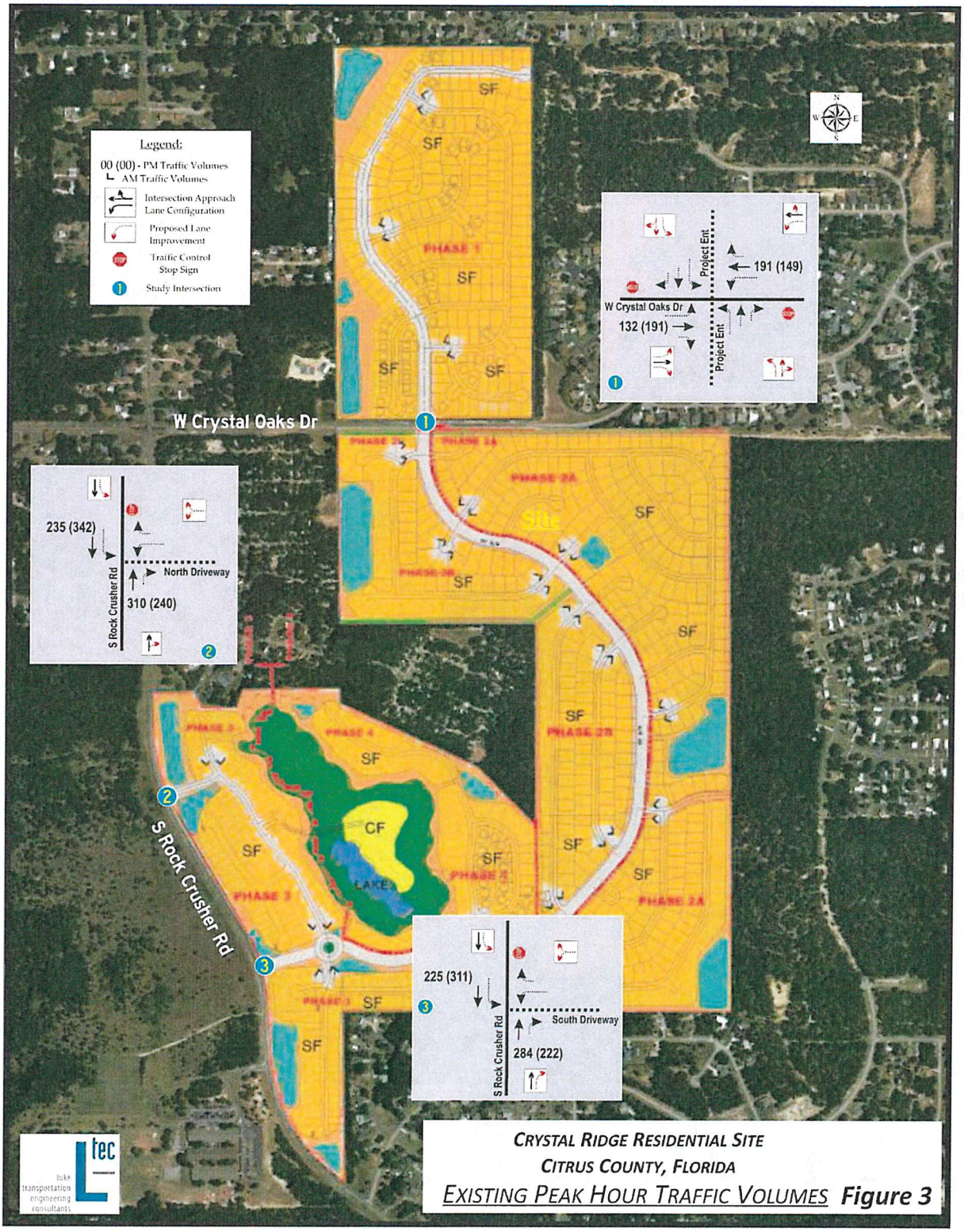
Trip Distribution and Assignment

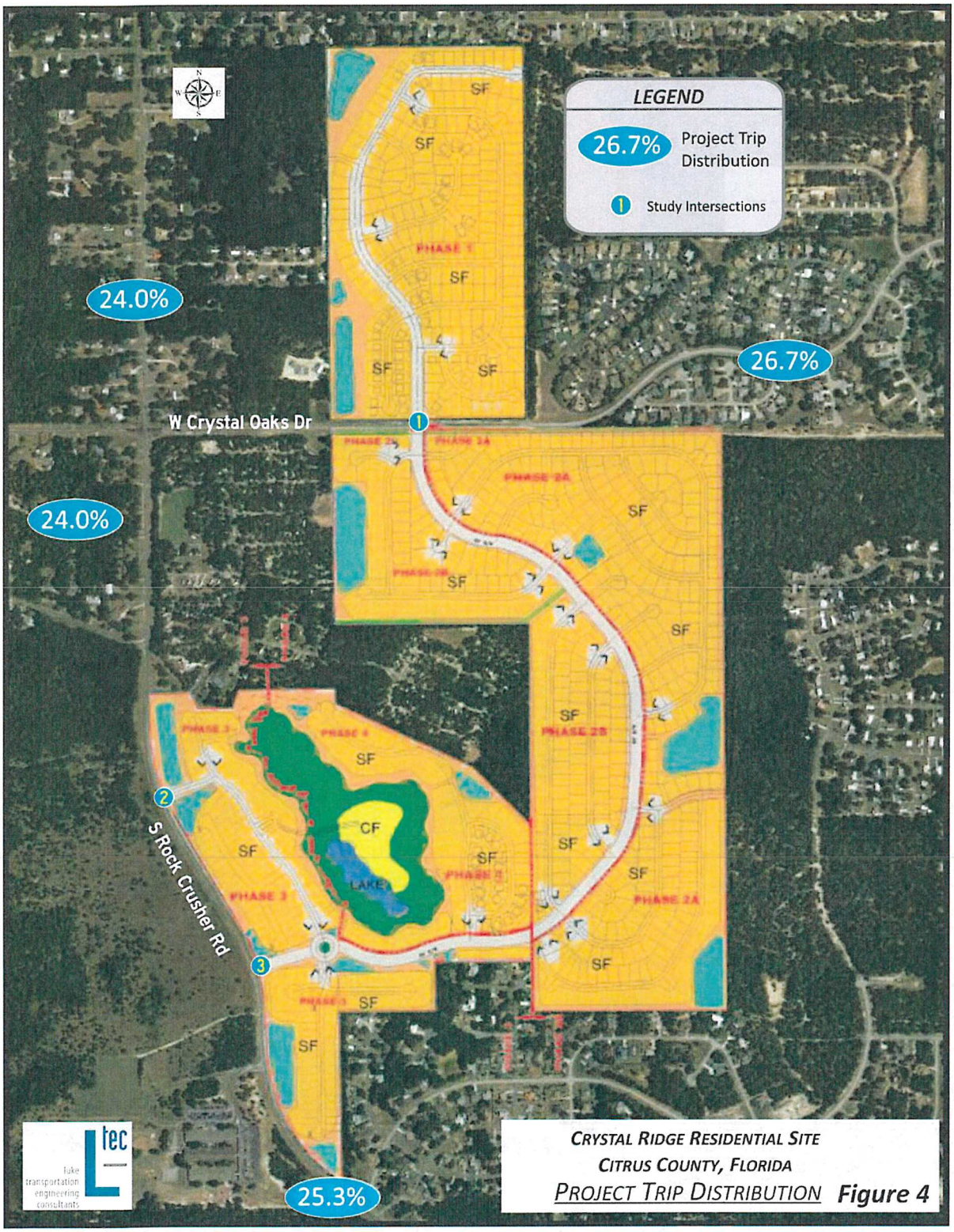
Project trip distribution was estimated based on the existing turning movement counts collected in the area. **Figure 4** shows the Project trip distribution based on the access connections. The Project trips were assigned to the site driveways and adjacent South Rock Crusher Road and West Crystal Oaks Drive segments at the Project driveways.

Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)



CRYSTAL RIDGE RESIDENTIAL SITE
CITRUS COUNTY, FLORIDA
EXISTING PEAK HOUR TRAFFIC VOLUMES **Figure 3**

Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)



CRYSTAL RIDGE RESIDENTIAL SITE
CITRUS COUNTY, FLORIDA
PROJECT TRIP DISTRIBUTION **Figure 4**

Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

Background Traffic

Background traffic volumes were developed via an incremental approach using existing traffic plus the maximum of a minimum 2% annual growth rate or a FDOT trend analysis of five or ten years of historical traffic counts 2030 growth factor (copies of the 5-year and 10-year historical traffic trend projections are included in **Appendix B**). **Table 2** presents the projected 2030 Growth Factor (1.18) for each study roadway segment and study intersection.

TABLE 2

Background 2030 Daily Traffic Volumes Growth Factor

Roadway Segment		Daily Traffic Volumes							2030
From	To	Existing (1)	FDOT Trends (2) 2030	FDOT Trends (2) Trend	2% Growth (3) 2030	2% Growth (3) Growth	Background (4)	Annual Rate (5)	Growth Factor
Rock Crusher Road									
Venable St	CR 490	6,611	1.15	7,603	1.18	7,801	7,801	2.00%	1.18
West Crystal Oaks Drive									
Rock Crusher Rd	US 19	3,957	1.06	4,190	1.18	4,670	4,670	2.00%	1.18

1. From Citrus County 2021 Average Daily Traffic & Truck Percentages

2. From FDOT Historical Trends Worksheets (5 Year or 10 Year): 2030 Growth %

3. 2% Annual Growth Rate [(2030 - 2021) x 0.02 = 18%]

4. Background = Maximum (FDOT Trend or 2% Annual Growth)

5. Annual Growth Rate = (Background - Existing) / (2030 - 2021) / Existing

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Traffic Volumes and Operating Conditions at Project Build-out

The AM and PM peak hour Project trips were added to the future background traffic volumes for the adjacent South Rock Crusher Road and West Crystal Oaks Drive roadway segments. The South Rock Crusher Road and West Crystal Oaks Drive segment volumes are summarized in **Table 3**. As shown, South Rock Crusher Road and West Crystal Oaks Drive are estimated to continue to operate at LOS C for the adjacent roadway segment at build-out of the Project.

The estimated AM and PM peak hour traffic volumes for the site driveways at the Project build-out are provided in **Figure 5** for the AM and **Figure 6** for the PM. Synchro 10 software using Highway Capacity Manual (HCM), 6th Edition techniques was used to analyze the projected traffic volumes for the Project driveways. The HCM Synchro reports for the Project driveway is included in **Appendix C.**

The Project driveways projected level of service and delay are also presented in Table 3. As can be seen, all the major streets left turn movements operate at a LOS A condition. All the minor street movements operate at a level of service of C or better except for the West Crystal Oaks Drive Project Entrance (Intersection #1) northbound minor street which operates at LOS D condition. The volume to capacity ratio (Lane V/C Ratio) for this northbound movement is less than 1.0 (0.405), which indicates a delay issue due to the main street traffic volumes and is not a capacity issue.

Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

TABLE 3

Study Roadway Segment Parameters and Projected (2030) Level of Service

Roadway Segment From	To	# of Lanes	Adopted Functional Class	LOS	Roadway Service Volumes Peak Hour / Peak Direction Capacity Table (1)				
South Rock Crusher Road					A	B	C	D	E
Venable St	CR 490	2L	Major Collector	C	0	0	590	850	900
West Crystal Oaks Drive					A	B	C	D	E
Rock Crusher Rd	US 19	2L	Major Collector	C	0	0	590	850	900

Roadway Segment From	To	# of Lanes	Traffic Volumes with Project Trips A.M. Peak Hour Volumes NB	SB	LOS	P.M. Peak Hour Volumes NB	SB	LOS	Meets Adopted LOS
South Rock Crusher Road			NB	SB		NB	SB		
Venable St	CR 490	2L	403	372	C	407	517	C	Yes
West Crystal Oaks Drive			EB	WB		EB	WB		
Rock Crusher Rd	US 19	2L	241	352	C	429	329	C	Yes

Study Intersections Projected Level of Service

Intersection	Control	Delay (Sec/Veh)	LOS
1 - West Crystal Oaks Drive and Project Entrance		**A.M. Peak Hour**	
	STOP (2)	7.9/7.8 // 18.7/13.4	A/A // C/B
		P.M. Peak Hour	
	STOP (2)	8.0/8.5 // 26.0/21.6	A/A // D/C
2 - South Rock Crusher Road and North Project Driveway		**A.M. Peak Hour**	
	STOP (3)	8.4 // 12.9	A // B
		P.M. Peak Hour	
	STOP (3)	8.3 // 12.3	A // B
3 - South Rock Crusher Road and South Project Driveway		**A.M. Peak Hour**	
	STOP (3)	8.3 // 18.7	A // C
		P.M. Peak Hour	
	STOP (3)	8.5 // 19.7	A // C

1. *Citrus County Comprehensive Plan*
2. *EB/WB Major Street Left Turn Movements // NB/SB Minor Street Movements*
3. *SB Major Street Left Turn Movement // WB Minor Street Movements*

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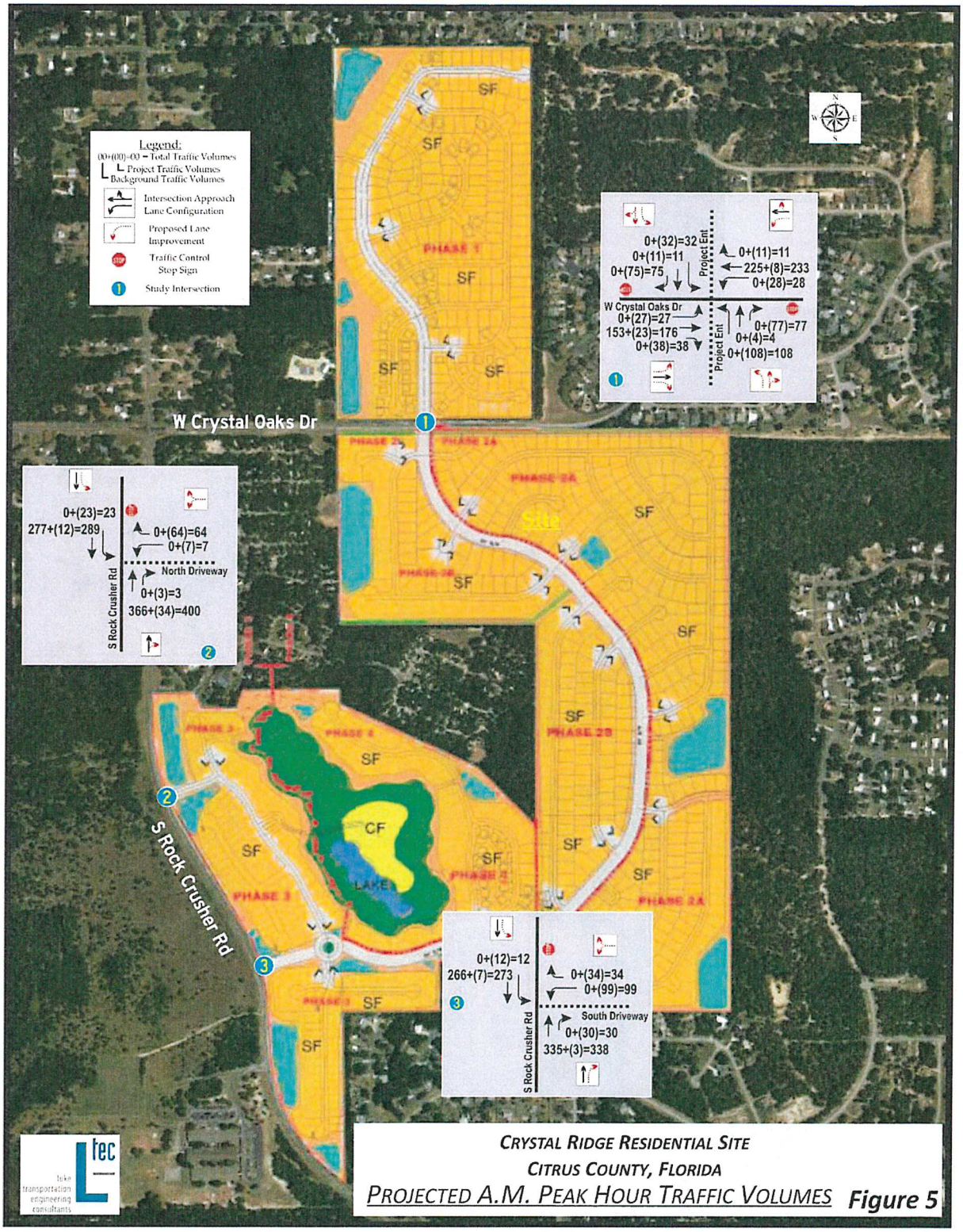
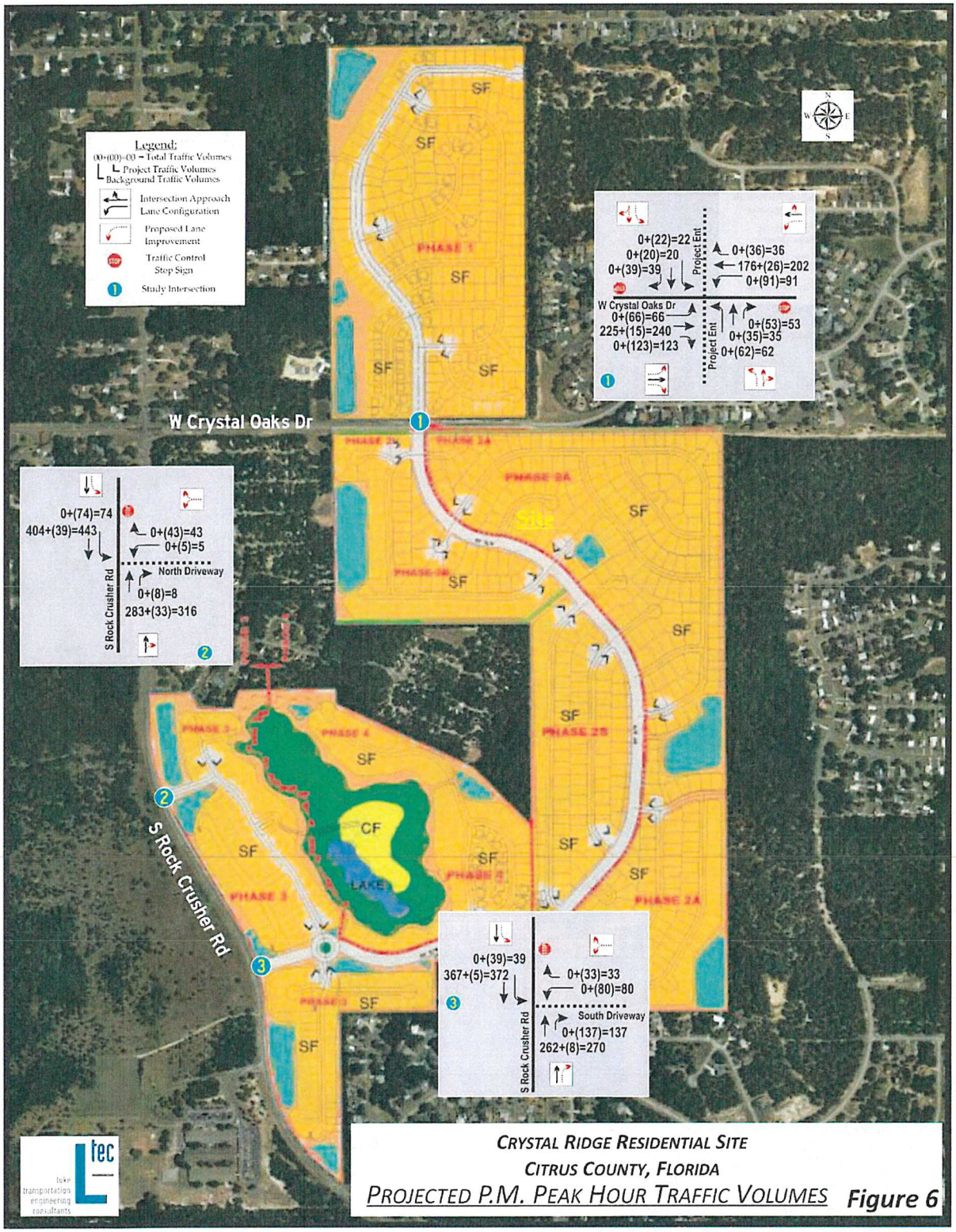
Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)



CRYSTAL RIDGE RESIDENTIAL SITE
CITRUS COUNTY, FLORIDA
PROJECTED A.M. PEAK HOUR TRAFFIC VOLUMES **Figure 5**

Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)



CRYSTAL RIDGE RESIDENTIAL SITE
CITRUS COUNTY, FLORIDA
PROJECTED P.M. PEAK HOUR TRAFFIC VOLUMES **Figure 6**

Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

Project Access Auxiliary Turn Lanes

As documented in the FDOT *Driveway Information Guide, 2008* exclusive right turn lanes are useful where a combination of high roadway speeds and high right turn volumes into a driveway are expected. However, the **FDOT Standard Index** has no specific guidance on warrants for right turn lanes into unsignalized driveways. Rather they have developed a set of guidelines to assist in the decision-making process. Per **Exhibit 44** (see **Appendix D**), for roadways with a posted speed of 45 mph or greater, the range of right turns that would meet the recommendation for a right turn lane is 80 to 125. The lower threshold of 80 right turning vehicles per hour would be most used for higher volumes roadways (greater than 600 vehicles per hour, per lane in one direction on the major roadway). The Project entrances (Intersection #1, Intersection #2, and Intersection #3) projected major street right turn AM peak hour traffic volumes range from a low of 3 to a high of 38. During the PM peak hour, the projected right turn volumes range from a low of 8 to a high of 137.

An evaluation was also conducted using the procedures documented in the *NCHRP Report 457: Evaluating Intersection Improvements, 2001* and the projected traffic counts utilized in this analysis to evaluate the need for an auxiliary right-turn lane at the unsignalized Project Entrances (Intersection #1, Intersection #2, and Intersection #3). The results of this analysis indicate that based on the projected traffic volumes, Intersection #1 and Intersection #3 Project driveways would meet the recommendation to add a right turn bay. See **Appendix D** for the auxiliary turn lane *Figure 2-6. Guideline for determining the need for a major-road right-turn bay at a two-way stop controlled-intersection* analyses worksheets. The proposed major street right turn lanes at the Project entrances are shown in **Figure 3** as dashed red arrows.

An evaluation was also conducted to determine if projected traffic volumes at each of the access Project driveways (Intersection #1, Intersection #2, and Intersection #3) would meet the minimum requirements for an auxiliary left-turn lane. Again, procedures documented in the *NCHRP Report 457: Evaluating Intersection Improvements* and the projected traffic counts utilized in this analysis were used to evaluate the need for the auxiliary major street left-turn lane. The results of this analysis indicate that based on the projected traffic volumes, an auxiliary major street left-turn lane is recommended for each of the access Project driveways (Intersection #1, Intersection #2, and Intersection #3). See **Appendix D** for the auxiliary turn lane analysis worksheets. The proposed major street left turn lane configuration for each of the study intersections, is shown in **Figure 3** as dashed red arrows.

Table 4 is a summary of each of the study intersections recommended approach lane configuration. The table identifies, for each approach, the recommended auxiliary turn lane in red. The table presents which analysis period met the auxiliary turn lane recommendation. In addition, the 95th percentile queue length for the major street left turn movements and the minor street movements are presented.

Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

TABLE 4

Study Intersections Auxiliary Approach Lane Configuration

Approach / Movement		Lanes	Turn Lane Length	Traffic Control	Meets Recommendation for Auxiliary Lane	95th %ile Queue	Meets Recommendation for Auxiliary Lane	95th %ile Queue
1 - West Crystal Oaks Drive and Project Entrance								
					A.M. Peak Hour		P.M. Peak Hour	
EB	Left	1	400	Free Flow	No	22	Yes	39
	Thru	1						
	Right	1	350		No		Yes	
WB	Left	1	400	Free Flow	No	33	Yes	50
	Thru	1						
	Right	<			No		No	
NB	Left	1	150	STOP	Yes	77	Yes	53
	Thru	1				49		58
	Right	<						
SB	Left	1	150	STOP	Yes	44	Yes	43
	Thru	1				76		76
	Right	<						
2 - South Rock Crusher Road and North Project Driveway								
					A.M. Peak Hour		P.M. Peak Hour	
WB	Left	1		STOP		32		31
	Right							
NB	Thru	1		Free Flow				
	Right	<			No		No	
SB	Left	1	400	Free Flow	No	29	Yes	22
	Thru	1						
3 - South Rock Crusher Road and South Project Driveway								
					A.M. Peak Hour		P.M. Peak Hour	
WB	Left	1		STOP		51		73
	Right							
NB	Thru	1		Free Flow				
	Right	1	350		No		Yes	
SB	Left	1	400	Free Flow	No	37	Yes	36
	Thru	1						

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SUMMARY / CONCLUSIONS

A traffic operations study was performed for the proposed Crystal Ridge residential site in Citrus County, Florida. This study evaluates conditions at build-out of the development.

The site is located north and south of West Crystal Oaks Drive and east of South Rock Crusher Road with two access driveways onto South Rock Crusher Road and one onto West Crystal Oaks Drive.

The proposed Project plan is to develop a 957 dwelling unit single family residential development with build-out by 2030.

It is estimated that the project will generate 911 PM peak hour trips (574 entering and 337 exiting).

The adjacent roadway segments (West Crystal Oaks Drive and South Rock Crusher Road) are estimated to operate at a LOS C or better condition at build-out of the Project.

The Project driveways are estimated operate at LOS A for all the major streets left turn movements. The minor street movements are projected to operate at a LOS C or better for all the access driveways except the West Crystal Oaks Drive and Project Entrance (Intersection #1) PM peak hour northbound approach which will operate at a LOS D condition. The volume to capacity ratio (Lane V/C Ratio) for this northbound movement is less than 1.0 (0.405), which indicates a delay issue due to the main street traffic volumes and is not a capacity issue.

Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

APPENDIX

Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

Appendix A – Existing Turning Movement Volumes

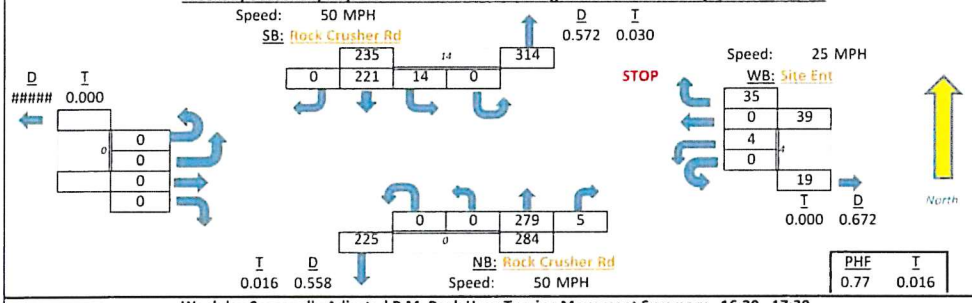
Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

Summary of Vehicle Movements

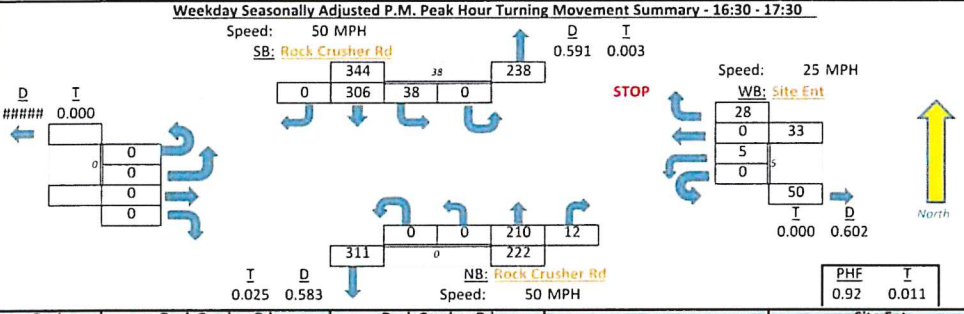
Luke Transportation Engineering Consultants

Project:	Crystal Ridge		LTEC 21-2701		
N/S Road:	Rock Crusher Rd	**Observer:**	LTEC		
E/W Road:	Site Ent	**Weather:**	Clear		
Date:	Wednesday, May 19, 2021	**Rd Condition:**	Ok		
City:	Crystal River	**Signal:**	No	**Latitude:**	28.855345°
County:	Citrus	**Major St Movement:**	North/South	**Longitude:**	-82.537789°
FDOT SF:	1.09	**PM Pk Hr Factor:**	0.84	**Station #:**	1

Weekday Seasonally Adjusted A.M. Peak Hour Turning Movement Summary - 08:00 - 09:00



Weekday Seasonally Adjusted P.M. Peak Hour Turning Movement Summary - 16:30 - 17:30



Peak Hour Time Interval	Rock Crusher Rd Northbound				Rock Crusher Rd Southbound				Eastbound				Site Ent Westbound			
	Uturn	Lt	Thru	Rt	Uturn	Lt	Thru	Rt	Uturn	Lt	Thru	Rt	Uturn	Lt	Thru	Rt
# Lanes			1	1		1		1						1		1
Length				350		365										
7:00 7:15	0	0	44	1	0	1	27	0	0	0	0	0	0	1	0	3
7:15 7:30	0	0	60	0	0	1	19	0	0	0	0	0	0	2	0	4
7:30 7:45	0	0	51	0	0	1	38	0	0	0	0	0	0	1	0	8
7:45 8:00	0	0	82	0	0	2	49	0	0	0	0	0	0	2	0	4
Hourly Sum	0	0	237	1	0	5	133	0	0	0	0	0	0	6	0	19
8:00 8:15	0	0	49	2	0	2	36	0	0	0	0	0	0	1	0	2
8:15 8:30	0	0	58	2	0	3	45	0	0	0	0	0	0	0	0	4
8:30 8:45	0	0	72	0	0	4	47	0	0	0	0	0	0	2	0	16
8:45 9:00	0	0	76	1	0	4	74	0	0	0	0	0	0	1	0	10
Hourly Sum	0	0	255	5	0	13	202	0	0	0	0	0	0	4	0	32
16:00 16:15	0	0	59	2	0	11	54	0	0	0	0	0	0	1	0	7
16:15 16:30	0	0	37	1	0	7	48	0	0	0	0	0	0	0	0	4
16:30 16:45	0	0	59	6	0	3	62	0	0	0	0	0	0	1	0	6
16:45 17:00	0	0	52	2	0	8	67	0	0	0	0	0	0	0	0	5
Hourly Sum	0	0	207	11	0	29	231	0	0	0	0	0	0	2	0	22
17:00 17:15	0	0	39	2	0	11	83	0	0	0	0	0	0	2	0	12
17:15 17:30	0	0	42	1	0	13	69	0	0	0	0	0	0	2	0	3
17:30 17:45	0	0	47	2	0	13	51	0	0	0	0	0	0	0	0	7
17:45 18:00	0	0	34	1	0	8	50	0	0	0	0	0	0	0	0	6
Hourly Sum	0	0	162	6	0	45	253	0	0	0	0	0	0	4	0	28
A.M. Peak Hour Summary - Seasonally Adjusted with FDOT Factor Adjusment Factor																
8:00 9:00	0	0	279	5	0	14	221	0	0	0	0	0	0	4	0	35
% Turns			98.2%	1.8%		6.0%	94.0%							10.3%		89.7%
P.M. Peak Hour Summary - Seasonally Adjusted with FDOT Factor Adjusment Factor																
16:30 17:30	0	0	209	12	0	38	306	0	0	0	0	0	0	5	0	28
% Turns			94.6%	5.4%		11.0%	89.0%							15.2%		84.8%

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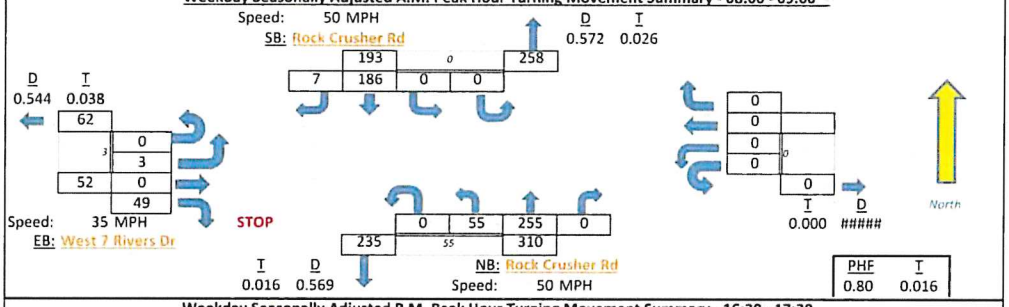
Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

Summary of Vehicle Movements

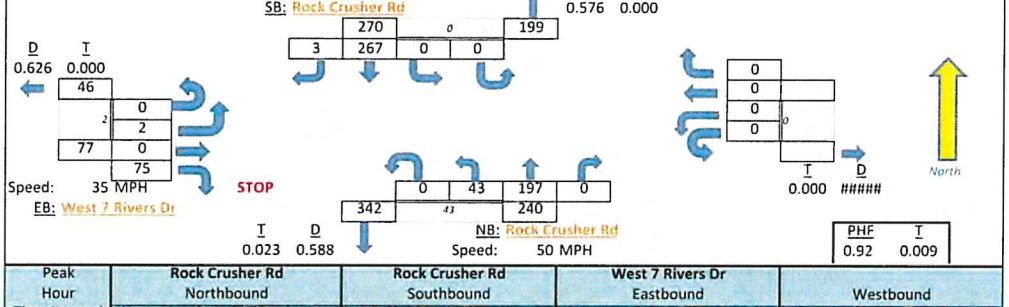
Luke Transportation Engineering Consultants

Project:	Crystal Ridge		LTEC 21-2201		
N/S Road:	Rock Crusher Rd	**Observer:**	LTEC		
E/W Road:	West 7 Rivers Dr	**Weather:**	Clear		
Date:	Wednesday, May 19, 2021	**Rd Condition:**	Ok		
City:	Crystal River	**Signal:**	No	**Latitude:**	28.858548°
County:	Citrus	**Major St Movement:**	North/South	**Longitude:**	-82.538317°
FDOT SF:	1.09	**PM Pk Hr Factor:**	0.84	**Station #:**	2

Weekday Seasonally Adjusted A.M. Peak Hour Turning Movement Summary - 08:00 - 09:00



Weekday Seasonally Adjusted P.M. Peak Hour Turning Movement Summary - 16:30 - 17:30



Peak Hour	Rock Crusher Rd Northbound				Rock Crusher Rd Southbound				West 7 Rivers Dr Eastbound				Westbound			
Time Interval	Uturn	Lt	Thru	Rt	Uturn	Lt	Thru	Rt	Uturn	Lt	Thru	Rt	Uturn	Lt	Thru	Rt
# Lanes	>		1				1	<	>			<				
Length																
7:00 7:15	0	8	41	0	0	0	23	0	0	0	0	4	0	0	0	0
7:15 7:30	0	6	58	0	0	0	15	0	0	0	0	4	0	0	0	0
7:30 7:45	0	8	52	0	0	0	33	0	0	0	0	6	0	0	0	0
7:45 8:00	0	16	69	0	0	0	45	0	0	1	0	6	0	0	0	0
Hourly Sum	0	38	220	0	0	0	116	0	0	1	0	20	0	0	0	0
8:00 8:15	0	7	47	0	0	0	30	1	0	1	0	8	0	0	0	0
8:15 8:30	0	11	52	0	0	0	34	1	0	0	0	13	0	0	0	0
8:30 8:45	0	12	74	0	0	0	42	3	0	2	0	10	0	0	0	0
8:45 9:00	0	20	60	0	0	0	64	1	0	0	0	14	0	0	0	0
Hourly Sum	0	50	233	0	0	0	170	6	0	3	0	45	0	0	0	0
16:00 16:15	0	13	55	0	0	0	49	1	0	0	0	13	0	0	0	0
16:15 16:30	0	5	36	0	0	0	44	1	0	1	0	13	0	0	0	0
16:30 16:45	0	12	54	0	0	0	51	1	0	1	0	12	0	0	0	0
16:45 17:00	0	10	49	0	0	0	56	0	0	1	0	19	0	0	0	0
Hourly Sum	0	40	194	0	0	0	200	3	0	3	0	57	0	0	0	0
17:00 17:15	0	8	42	0	0	0	74	0	0	0	0	22	0	0	0	0
17:15 17:30	0	9	35	0	0	0	64	2	0	0	0	16	0	0	0	0
17:30 17:45	0	13	42	0	0	0	45	0	0	1	0	20	0	0	0	0
17:45 18:00	0	10	33	0	0	0	45	1	0	1	0	12	0	0	0	0
Hourly Sum	0	40	152	0	0	0	228	3	0	2	0	70	0	0	0	0
A.M. Peak Hour Summary - Seasonally Adjusted with FDOT Factor Adjusment Factor																
8:00 9:00	0	55	255	0	0	0	186	7	0	3	0	49	0	0	0	0
% Turns		17.7%	82.3%				96.4%	3.6%		5.8%		94.2%				
P.M. Peak Hour Summary - Seasonally Adjusted with FDOT Factor Adjusment Factor																
16:30 17:30	0	43	196	0	0	0	267	3	0	2	0	75	0	0	0	0
% Turns		18.0%	82.0%				98.9%	1.1%		2.6%		97.4%				

Luke Transportation Engineering Consultants, 2021

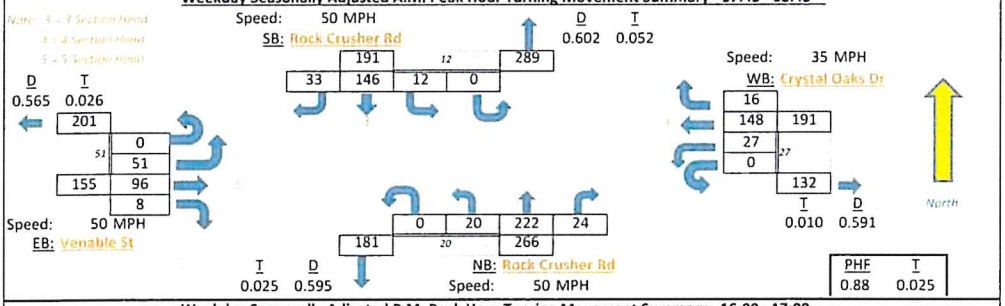
Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

Summary of Vehicle Movements

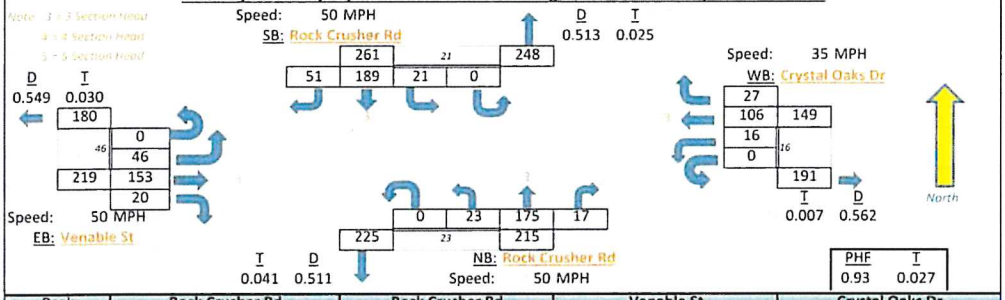
Luke Transportation Engineering Consultants

Project:	Crystal Ridge		LTEC 21-2701		
N/S Road:	Rock Crusher Rd	**Observer:**	LTEC		
E/W Road:	Crystal Oaks Dr	**Weather:**	Clear		
Date:	Wednesday, May 19, 2021	**Rd Condition:**	Ok		
City:	Crystal River	**Signal:**	Yes	**Latitude:**	28.862646°
County:	Citrus	**Major St Movement:**	-	**Longitude:**	-82.538322°
FDOT SF:	1.09	**PM Pk Hr Factor:**	0.85	**Station #:**	3

Weekday Seasonally Adjusted A.M. Peak Hour Turning Movement Summary - 07:45 - 08:45



Weekday Seasonally Adjusted P.M. Peak Hour Turning Movement Summary - 16:00 - 17:00



Peak Hour	Rock Crusher Rd Northbound				Rock Crusher Rd Southbound				Venable St Eastbound				Crystal Oaks Dr Westbound			
Time Interval	Uturn	Lt	Thru	Rt	Uturn	Lt	Thru	Rt	Uturn	Lt	Thru	Rt	Uturn	Lt	Thru	Rt
# Lanes	>		1	<	>		1	<	>		1	<	>		1	<
Length																
7:00 7:15	0	3	36	3	0	3	20	7	0	7	20	3	0	0	9	2
7:15 7:30	0	2	52	4	0	5	12	5	0	15	16	1	0	2	20	10
7:30 7:45	0	8	39	5	0	2	26	11	0	7	34	2	0	1	30	2
7:45 8:00	0	7	56	8	0	3	39	8	0	15	27	1	0	8	33	3
Hourly Sum	0	20	183	20	0	13	97	31	0	44	97	7	0	11	92	17
8:00 8:15	0	3	40	7	0	3	27	3	0	6	15	2	0	7	32	2
8:15 8:30	0	4	46	1	0	1	33	9	0	8	24	0	0	5	35	4
8:30 8:45	0	4	61	6	0	4	35	10	0	18	22	4	0	5	35	6
8:45 9:00	0	6	46	7	0	4	51	10	0	16	14	4	0	8	25	2
Hourly Sum	0	17	193	21	0	12	146	32	0	48	75	10	0	25	127	14
16:00 16:15	0	3	46	6	0	8	44	11	0	16	29	3	0	3	24	9
16:15 16:30	0	5	29	0	0	3	35	12	0	11	34	6	0	4	28	9
16:30 16:45	0	9	44	5	0	4	45	16	0	11	44	5	0	7	15	4
16:45 17:00	0	4	41	5	0	4	49	8	0	4	33	4	0	1	30	3
Hourly Sum	0	21	160	16	0	19	173	47	0	42	140	18	0	15	97	25
17:00 17:15	0	8	30	4	0	6	59	5	0	15	45	3	0	7	16	3
17:15 17:30	0	2	26	5	0	5	44	9	0	13	25	3	0	17	22	4
17:30 17:45	0	4	34	8	0	5	37	10	0	10	36	5	0	4	22	1
17:45 18:00	0	5	27	2	0	3	36	7	0	13	23	3	0	8	24	6
Hourly Sum	0	19	117	19	0	19	176	31	0	51	129	14	0	36	84	14
A.M. Peak Hour Summary - Seasonally Adjusted with FDOT Factor Adjusment Factor																
7:45 8:45	0	20	222	24	0	12	146	33	0	51	96	8	0	27	148	16
% Turns		7.5%	83.5%	9.0%		6.3%	76.4%	17.3%		32.9%	61.9%	5.2%		14.1%	77.5%	8.4%
P.M. Peak Hour Summary - Seasonally Adjusted with FDOT Factor Adjusment Factor																
16:00 17:00	0	23	174	17	0	21	189	51	0	46	153	20	0	16	106	27
% Turns		10.7%	81.3%	7.9%		8.0%	72.4%	19.5%		21.0%	69.9%	9.1%		10.7%	71.1%	18.1%

Luke Transportation Engineering Consultants, 2021

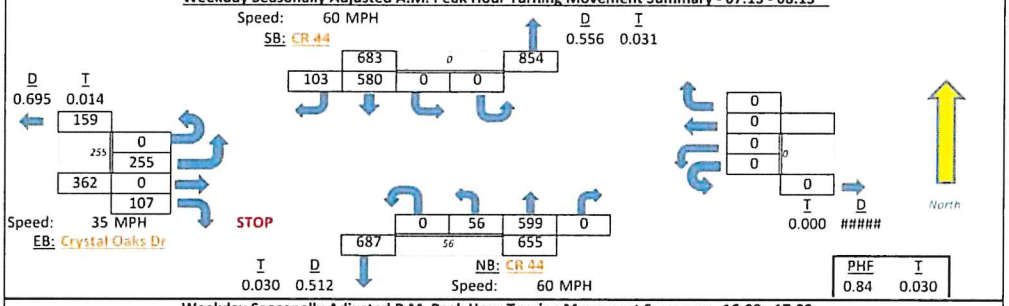
Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

Summary of Vehicle Movements

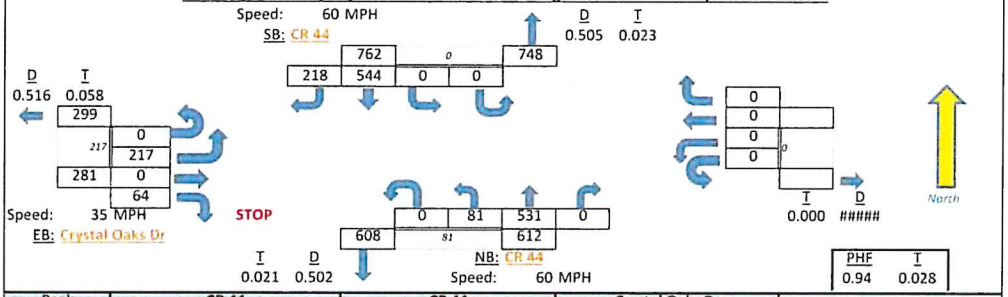
Luke Transportation Engineering Consultants

Project:	Crystal Ridge		LTEC 21-2701		
N/S Road:	CR 44	**Observer:**	LTEC		
E/W Road:	Crystal Oaks Dr	**Weather:**	Clear		
Date:	Wednesday, May 19, 2021	**Rd Condition:**	Ok		
City:	Crystal River	**Signal:**	No	**Latitude:**	28.866404°
County:	Citrus	**Major St Movement:**	North/South	**Longitude:**	-82.511042°
FDOT SF:	1.09	**PM Pk Hr Factor:**	0.86	**Station #:**	7

Weekday Seasonally Adjusted A.M. Peak Hour Turning Movement Summary - 07:15 - 08:15



Weekday Seasonally Adjusted P.M. Peak Hour Turning Movement Summary - 16:00 - 17:00



Peak Hour Time Interval	CR 44 Northbound Uturn	Lt	Thru	Rt	CR 44 Southbound Uturn	Lt	Thru	Rt	Crystal Oaks Dr Eastbound Uturn	Lt	Thru	Rt	Westbound Uturn	Lt	Thru	Rt
# Lanes		1	2				2	1		>		<				
Length		490						500								
7:00 7:15	0	6	79	0	0	0	84	19	0	53	0	16	0	0	0	0
7:15 7:30	0	9	108	0	0	0	121	19	0	56	0	26	0	0	0	0
7:30 7:45	0	10	141	0	0	0	171	27	0	61	0	22	0	0	0	0
7:45 8:00	0	16	180	0	0	0	140	30	0	67	0	31	0	0	0	0
Hourly Sum	0	41	508	0	0	0	516	95	0	237	0	95	0	0	0	0
8:00 8:15	0	16	119	0	0	0	99	18	0	49	0	19	0	0	0	0
8:15 8:30	0	17	92	0	0	0	95	19	0	49	0	24	0	0	0	0
8:30 8:45	0	16	131	0	0	0	114	33	0	61	0	49	0	0	0	0
8:45 9:00	0	18	137	0	0	0	120	45	0	52	0	32	0	0	0	0
Hourly Sum	0	67	479	0	0	0	428	115	0	211	0	124	0	0	0	0
16:00 16:15	0	20	125	0	0	0	144	48	0	50	0	17	0	0	0	0
16:15 16:30	0	16	110	0	0	0	119	46	0	59	0	7	0	0	0	0
16:30 16:45	0	13	125	0	0	0	133	61	0	44	0	18	0	0	0	0
16:45 17:00	0	25	126	0	0	0	103	45	0	46	0	17	0	0	0	0
Hourly Sum	0	74	486	0	0	0	499	200	0	199	0	59	0	0	0	0
17:00 17:15	0	20	118	0	0	0	131	65	0	31	0	9	0	0	0	0
17:15 17:30	0	19	121	0	0	0	121	63	0	42	0	15	0	0	0	0
17:30 17:45	0	13	112	0	0	0	99	47	0	42	0	7	0	0	0	0
17:45 18:00	0	9	91	0	0	0	84	50	0	41	0	9	0	0	0	0
Hourly Sum	0	61	442	0	0	0	435	225	0	156	0	40	0	0	0	0
A.M. Peak Hour Summary - Seasonally Adjusted with FDOT Factor Adjusment Factor																
7:15 8:15	0	56	599	0	0	0	580	103	0	255	0	107	0	0	0	0
% Turns		8.5%	91.5%				84.9%	15.1%		70.4%		29.6%				
P.M. Peak Hour Summary - Seasonally Adjusted with FDOT Factor Adjusment Factor																
16:00 17:00	0	81	530	0	0	0	544	218	0	217	0	64	0	0	0	0
% Turns		13.3%	86.7%				71.4%	28.6%		77.2%		22.8%				

Luke Transportation Engineering Consultants, 2021

Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

Appendix B – FDOT Trend Analysis Worksheets

Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

Historical Traffic Counts - FDOT Trend Analysis Calculations

Roadway Name	From/To	Max RSQ	Station Number	Citrus County 2016	2017	2018	2019	2020	FDOT Trends Analysis - V2.0: Linear Regression RSQ	Linear Regression Projected	Exponential Growth RSQ	Exponential Growth Projected	Decaying Growth RSQ	Decaying Growth Projected
Rock Crusher Road	S of Venable St	0.52	02-9021	4,300	4,400	4,500	4,500	4,400	0.32	4,780	0.33	4,808	0.52	4,586
Rock Crusher Road	N of SR 490	0.71	02-9008	4,500	4,700	4,700	4,700	4,700	0.50	5,140	0.50	5,198	0.71	4,868
W Venable Street	W of US 19	0.78	02-9011	8,700	9,100	9,300	9,400	9,200	0.58	10,700	0.58	10,797	0.78	9,796

Projected Growth Factor - 2030: RSQ >=0.7 5 Year	10 Year	Best Fit RSQ <0.7	Annual Growth Rate
N/A	1.17	N/A	1.7%
1.04	N/A	N/A	0.4%
1.07	N/A	N/A	0.6%

1. From FDOT 2020 Traffic Counts

Luke Transportation Engineering Consultants, Inc., 2021

Historical Traffic Counts - FDOT Trend Analysis Calculations

Roadway Name	From/To	Max RSQ	Station Number	Citrus County 2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	FDOT Trends Analysis - V2.0: Linear Regression RSQ	Linear Regression Projected	Exponential Growth RSQ	Exponential Growth Projected	Decaying Growth RSQ	Decaying Growth Projected
Rock Crusher Rd	S of Venable St	0.84	02-9021	4,100	4,100	4,100	4,100	4,200	4,300	4,400	4,500	4,500	4,400	0.84	5,017	0.84	5,136	0.70	4,567
Rock Crusher Rd	N of SR 490	0.91	02-9008	3,800	4,100	4,100	4,100	4,300	4,500	4,700	4,700	4,700	4,700	0.91	5,889	0.90	6,311	0.89	5,028
W Venable Street	W of US 19	0.91	02-9011	7,600	7,500	8,300	8,300	8,500	8,700	9,100	9,300	9,400	9,200	0.91	11,691	0.90	12,607	0.89	9,932

1. From FDOT 2020 Traffic Counts

Luke Transportation Engineering Consultants, Inc., 2021

Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

Appendix C – Synchro Reports

Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

HCM 6th TWSC
1: Project Ent & Crystal Oaks Dr

AM 2030 Build-out
10/14/2021

Intersection												
Int Delay, s/veh	6.8											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	27	176	38	28	233	11	108	4	77	32	11	75
Future Vol, veh/h	27	176	38	28	233	11	108	4	77	32	11	75
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	400	-	350	400	-	-	0	-	-	0	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	85	85	85	85	85	85	85	85	85	85	85	85
Heavy Vehicles, %	4	4	4	4	4	4	4	4	4	4	4	4
Mvmt Flow	32	207	45	33	274	13	127	5	91	38	13	88

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	287	0	0	252	0	0	668	624	207	689	663	281
Stage 1	-	-	-	-	-	-	271	271	-	347	347	-
Stage 2	-	-	-	-	-	-	397	353	-	342	316	-
Critical Hdwy	4.14	-	-	4.14	-	-	7.14	6.54	6.24	7.14	6.54	6.24
Critical Hdwy Stg 1	-	-	-	-	-	-	6.14	5.54	-	6.14	5.54	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.14	5.54	-	6.14	5.54	-
Follow-up Hdwy	2.236	-	-	2.236	-	-	3.536	4.036	3.336	3.536	4.036	3.336
Pot Cap-1 Maneuver	1264	-	-	1302	-	-	369	399	828	357	379	753
Stage 1	-	-	-	-	-	-	730	682	-	665	631	-
Stage 2	-	-	-	-	-	-	625	627	-	669	651	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1264	-	-	1302	-	-	305	379	828	303	360	753
Mov Cap-2 Maneuver	-	-	-	-	-	-	305	379	-	303	360	-
Stage 1	-	-	-	-	-	-	712	665	-	648	615	-
Stage 2	-	-	-	-	-	-	526	611	-	577	635	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	0.9	0.8	18.7	13.4
HCM LOS			C	B

Minor Lane/Major Mvmt	NBLn1	NBLn2	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	305	782	1264	-	-	1302	-	-	303	661
HCM Lane V/C Ratio	0.417	0.122	0.025	-	-	0.025	-	-	0.124	0.153
HCM Control Delay (s)	25	10.2	7.9	-	-	7.8	-	-	18.6	11.4
HCM Lane LOS	D	B	A	-	-	A	-	-	C	B
HCM 95th %tile Q(veh)	2	0.4	0.1	-	-	0.1	-	-	0.4	0.5

Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

HCM 6th TWSC
2: Rock Crusher Rd & N Project Ent

AM 2030 Build-out
10/14/2021

Intersection						
Int Delay, s/veh	1.4					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	7	64	400	3	23	289
Future Vol, veh/h	7	64	400	3	23	289
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	400	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	85	85	85	85	85	85
Heavy Vehicles, %	4	4	4	4	4	4
Mvmt Flow	8	75	471	4	27	340

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	867	473	0	0	475	0
Stage 1	473	-	-	-	-	-
Stage 2	394	-	-	-	-	-
Critical Hdwy	6.44	6.24	-	-	4.14	-
Critical Hdwy Stg 1	5.44	-	-	-	-	-
Critical Hdwy Stg 2	5.44	-	-	-	-	-
Follow-up Hdwy	3.536	3.336	-	-	2.236	-
Pot Cap-1 Maneuver	321	587	-	-	1077	-
Stage 1	623	-	-	-	-	-
Stage 2	677	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	313	587	-	-	1077	-
Mov Cap-2 Maneuver	313	-	-	-	-	-
Stage 1	623	-	-	-	-	-
Stage 2	660	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	12.9	0	0.6
HCM LOS	B		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	540	1077	-
HCM Lane V/C Ratio	-	-	0.155	0.025	-
HCM Control Delay (s)	-	-	12.9	8.4	-
HCM Lane LOS	-	-	B	A	-
HCM 95th %tile Q(veh)	-	-	0.5	0.1	-

Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

HCM 6th TWSC
3: Rock Crusher Rd & S Project Ent

AM 2030 Build-out
10/14/2021

Intersection						
Int Delay, s/veh	3.3					

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	99	34	338	30	12	273
Future Vol, veh/h	99	34	338	30	12	273
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	350	400	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	85	85	85	85	85	85
Heavy Vehicles, %	4	4	4	4	4	4
Mvmt Flow	116	40	398	35	14	321

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	747	398	0	0	433	0
Stage 1	398	-	-	-	-	-
Stage 2	349	-	-	-	-	-
Critical Hdwy	6.44	6.24	-	-	4.14	-
Critical Hdwy Stg 1	5.44	-	-	-	-	-
Critical Hdwy Stg 2	5.44	-	-	-	-	-
Follow-up Hdwy	3.536	3.336	-	-	2.236	-
Pot Cap-1 Maneuver	378	647	-	-	1116	-
Stage 1	674	-	-	-	-	-
Stage 2	710	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	373	647	-	-	1116	-
Mov Cap-2 Maneuver	373	-	-	-	-	-
Stage 1	674	-	-	-	-	-
Stage 2	701	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	18.7	0	0.3
HCM LOS	C		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	418	1116	-
HCM Lane V/C Ratio	-	-	0.374	0.013	-
HCM Control Delay (s)	-	-	18.7	8.3	-
HCM Lane LOS	-	-	C	A	-
HCM 95th %tile Q(veh)	-	-	1.7	0	-

Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

HCM 6th TWSC
1: Project Ent & Crystal Oaks Dr

PM 2030 Build-out
10/14/2021

Intersection												
Int Delay, s/veh	7											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	66	240	123	91	202	36	62	35	53	22	20	39
Future Vol, veh/h	66	240	123	91	202	36	62	35	53	22	20	39
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	400	-	350	400	-	-	0	-	-	0	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	85	85	85	85	85	85	85	85	85	85	85	85
Heavy Vehicles, %	4	4	4	4	4	4	4	4	4	4	4	4
Mvmt Flow	78	282	145	107	238	42	73	41	62	26	24	46

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	280	0	0	427	0	0	946	932	282	1035	1056	259
Stage 1	-	-	-	-	-	-	438	438	-	473	473	-
Stage 2	-	-	-	-	-	-	508	494	-	562	583	-
Critical Hdwy	4.14	-	-	4.14	-	-	7.14	6.54	6.24	7.14	6.54	6.24
Critical Hdwy Stg 1	-	-	-	-	-	-	6.14	5.54	-	6.14	5.54	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.14	5.54	-	6.14	5.54	-
Follow-up Hdwy	2.236	-	-	2.236	-	-	3.536	4.036	3.336	3.536	4.036	3.336
Pot Cap-1 Maneuver	1271	-	-	1122	-	-	239	264	752	208	223	775
Stage 1	-	-	-	-	-	-	594	575	-	568	555	-
Stage 2	-	-	-	-	-	-	544	543	-	508	495	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1271	-	-	1122	-	-	180	224	752	145	190	775
Mov Cap-2 Maneuver	-	-	-	-	-	-	180	224	-	145	190	-
Stage 1	-	-	-	-	-	-	558	540	-	533	502	-
Stage 2	-	-	-	-	-	-	441	491	-	404	465	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	1.2	2.4	26	21.6
HCM LOS			D	C

Minor Lane/Major Mvmt	NBLn1	NBLn2	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	180	388	1271	-	-	1122	-	-	145	379
HCM Lane V/C Ratio	0.405	0.267	0.061	-	-	0.095	-	-	0.178	0.183
HCM Control Delay (s)	38	17.6	8	-	-	8.5	-	-	35.1	16.6
HCM Lane LOS	E	C	A	-	-	A	-	-	E	C
HCM 95th %tile Q(veh)	1.8	1.1	0.2	-	-	0.3	-	-	0.6	0.7

PM Peak Hour 5:00 pm 10/12/2021 Future
JTR

Synchro 10 Report
Page 1

Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

HCM 6th TWSC
2: Rock Crusher Rd & N Project Ent

PM 2030 Build-out
10/14/2021

Intersection						
Int Delay, s/veh	1.4					

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	5	43	316	8	74	443
Future Vol, veh/h	5	43	316	8	74	443
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	400	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	85	85	85	85	85	85
Heavy Vehicles, %	4	4	4	4	4	4
Mvmt Flow	6	51	372	9	87	521

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	1072	377	0	0	381	0
Stage 1	377	-	-	-	-	-
Stage 2	695	-	-	-	-	-
Critical Hdwy	6.44	6.24	-	-	4.14	-
Critical Hdwy Stg 1	5.44	-	-	-	-	-
Critical Hdwy Stg 2	5.44	-	-	-	-	-
Follow-up Hdwy	3.536	3.336	-	-	2.236	-
Pot Cap-1 Maneuver	242	665	-	-	1167	-
Stage 1	689	-	-	-	-	-
Stage 2	491	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	224	665	-	-	1167	-
Mov Cap-2 Maneuver	224	-	-	-	-	-
Stage 1	689	-	-	-	-	-
Stage 2	454	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	12.3	0	1.2
HCM LOS	B		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	552	1167	-
HCM Lane V/C Ratio	-	-	0.102	0.075	-
HCM Control Delay (s)	-	-	12.3	8.3	-
HCM Lane LOS	-	-	B	A	-
HCM 95th %tile Q(veh)	-	-	0.3	0.2	-

PM Peak Hour 5:00 pm 10/12/2021 Future
JTR

Synchro 10 Report
Page 2

Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

HCM 6th TWSC
3: Rock Crusher Rd & S Project Ent

PM 2030 Build-out
10/14/2021

Intersection						
Int Delay, s/veh	2.7					

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	80	33	270	137	39	372
Future Vol, veh/h	80	33	270	137	39	372
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	350	400	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	85	85	85	85	85	85
Heavy Vehicles, %	4	4	4	4	4	4
Mvmt Flow	94	39	318	161	46	438

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	848	318	0	0	479	0
Stage 1	318	-	-	-	-	-
Stage 2	530	-	-	-	-	-
Critical Hdwy	6.44	6.24	-	-	4.14	-
Critical Hdwy Stg 1	5.44	-	-	-	-	-
Critical Hdwy Stg 2	5.44	-	-	-	-	-
Follow-up Hdwy	3.536	3.336	-	-	2.236	-
Pot Cap-1 Maneuver	329	718	-	-	1073	-
Stage 1	733	-	-	-	-	-
Stage 2	586	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	315	718	-	-	1073	-
Mov Cap-2 Maneuver	315	-	-	-	-	-
Stage 1	733	-	-	-	-	-
Stage 2	561	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	19.7	0	0.8
HCM LOS	C		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	377	1073	-
HCM Lane V/C Ratio	-	-	0.353	0.043	-
HCM Control Delay (s)	-	-	19.7	8.5	-
HCM Lane LOS	-	-	C	A	-
HCM 95th %tile Q(veh)	-	-	1.6	0.1	-

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Appendix D – Auxiliary Turn Lane Worksheets

Intersection #1 – Right Turn Lane Analysis

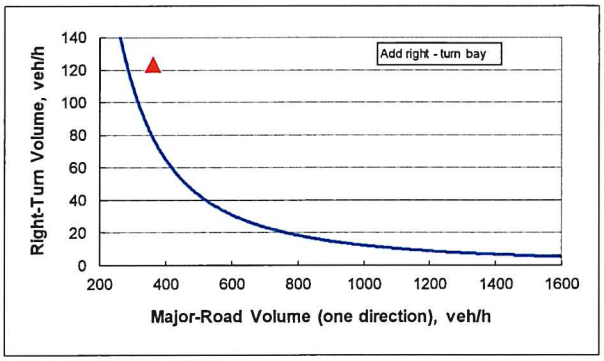
Figure 2 - 6. Guideline for determining the need for a major-road right-turn bay at a two-way stop-controlled intersection.

INPUT

Roadway geometry:	2-lane roadway
Variable	Value
Major-road speed, mph:	45
Major-road volume (one direction), veh/h:	363
Right-turn volume, veh/h:	123

OUTPUT

Variable	Value
Limiting right-turn volume, veh/h:	78
Guidance for determining the need for a major-road right-turn bay for a 2-lane roadway:	
Add right-turn bay.	



Intersection #3 – Right Turn Lane Analysis

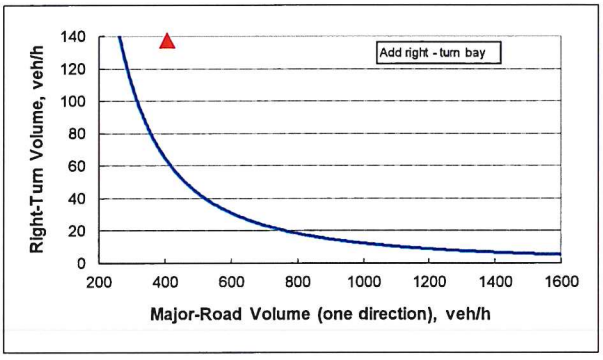
Figure 2 - 6. Guideline for determining the need for a major-road right-turn bay at a two-way stop-controlled intersection.

INPUT

Roadway geometry:	2-lane roadway
Variable	Value
Major-road speed, mph:	45
Major-road volume (one direction), veh/h:	407
Right-turn volume, veh/h:	137

OUTPUT

Variable	Value
Limiting right-turn volume, veh/h:	63
Guidance for determining the need for a major-road right-turn bay for a 2-lane roadway:	
Add right-turn bay.	



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Intersection #1 – Left Turn Lane Analysis

Figure 2 - 5. Guideline for determining the need for a major-road left-turn bay at a two-way stop-controlled intersection.

2-lane roadway (English)

INPUT

Variable	Value
85th percentile speed, mph:	45
Percent of left-turns in advancing volume (V_A), %:	28%
Advancing volume (V_A), veh/h:	329
Opposing volume (V_O), veh/h:	429

OUTPUT

Variable	Value
Limiting advancing volume (V_A), veh/h:	224
Guidance for determining the need for a major-road left-turn bay:	
Left-turn treatment warranted.	

CALIBRATION CONSTANTS

Variable	Value
Average time for making left-turn, s:	3.0
Critical headway, s:	5.0
Average time for left-turn vehicle to clear the advancing lane, s:	1.9

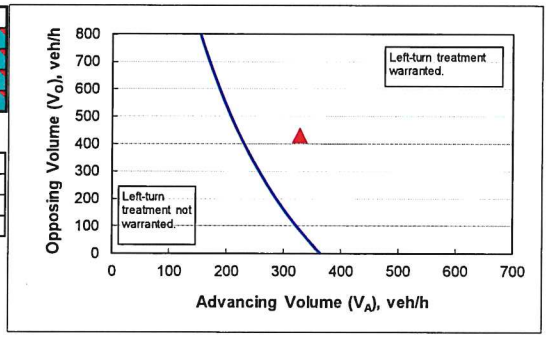


Figure 2 - 5. Guideline for determining the need for a major-road left-turn bay at a two-way stop-controlled intersection.

2-lane roadway (English)

INPUT

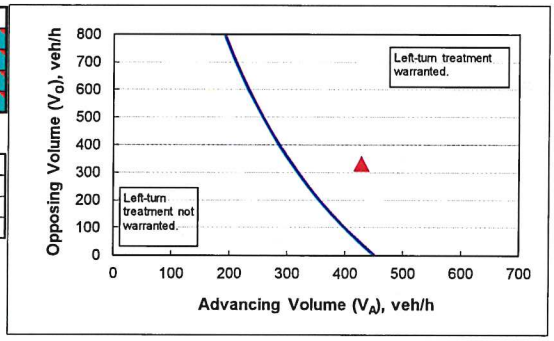
Variable	Value
85th percentile speed, mph:	45
Percent of left-turns in advancing volume (V_A), %:	15%
Advancing volume (V_A), veh/h:	429
Opposing volume (V_O), veh/h:	329

OUTPUT

Variable	Value
Limiting advancing volume (V_A), veh/h:	309
Guidance for determining the need for a major-road left-turn bay:	
Left-turn treatment warranted.	

CALIBRATION CONSTANTS

Variable	Value
Average time for making left-turn, s:	3.0
Critical headway, s:	5.0
Average time for left-turn vehicle to clear the advancing lane, s:	1.9



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Intersection #2 – Left Turn Lane Analysis

Figure 2 - 5. Guideline for determining the need for a major-road left-turn bay at a two-way stop-controlled intersection.

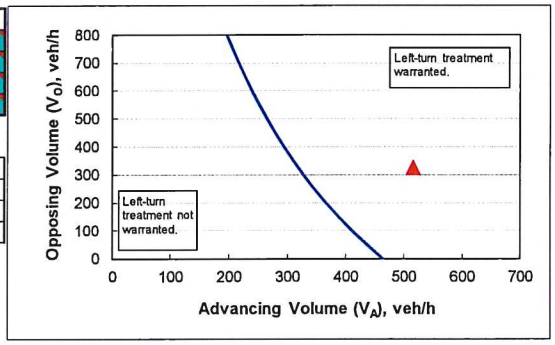
2-lane roadway (English)

INPUT

Variable	Value
85th percentile speed, mph:	45
Percent of left-turns in advancing volume (V_A), %:	14%
Advancing volume (V_A), veh/h:	517
Opposing volume (V_O), veh/h:	324

OUTPUT

Variable	Value
Limiting advancing volume (V_A), veh/h:	320
Guidance for determining the need for a major-road left-turn bay:	
Left-turn treatment warranted.	



CALIBRATION CONSTANTS

Variable	Value
Average time for making left-turn, s:	3.0
Critical headway, s:	5.0
Average time for left-turn vehicle to clear the advancing lane, s:	1.9

Intersection #3 – Left Turn Lane Analysis

Figure 2 - 5. Guideline for determining the need for a major-road left-turn bay at a two-way stop-controlled intersection.

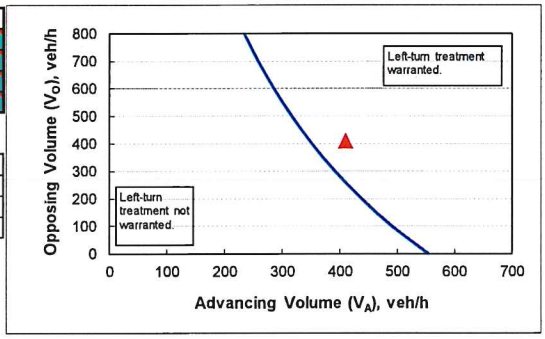
2-lane roadway (English)

INPUT

Variable	Value
85th percentile speed, mph:	45
Percent of left-turns in advancing volume (V_A), %:	9%
Advancing volume (V_A), veh/h:	411
Opposing volume (V_O), veh/h:	407

OUTPUT

Variable	Value
Limiting advancing volume (V_A), veh/h:	350
Guidance for determining the need for a major-road left-turn bay:	
Left-turn treatment warranted.	



CALIBRATION CONSTANTS

Variable	Value
Average time for making left-turn, s:	3.0
Critical headway, s:	5.0
Average time for left-turn vehicle to clear the advancing lane, s:	1.9

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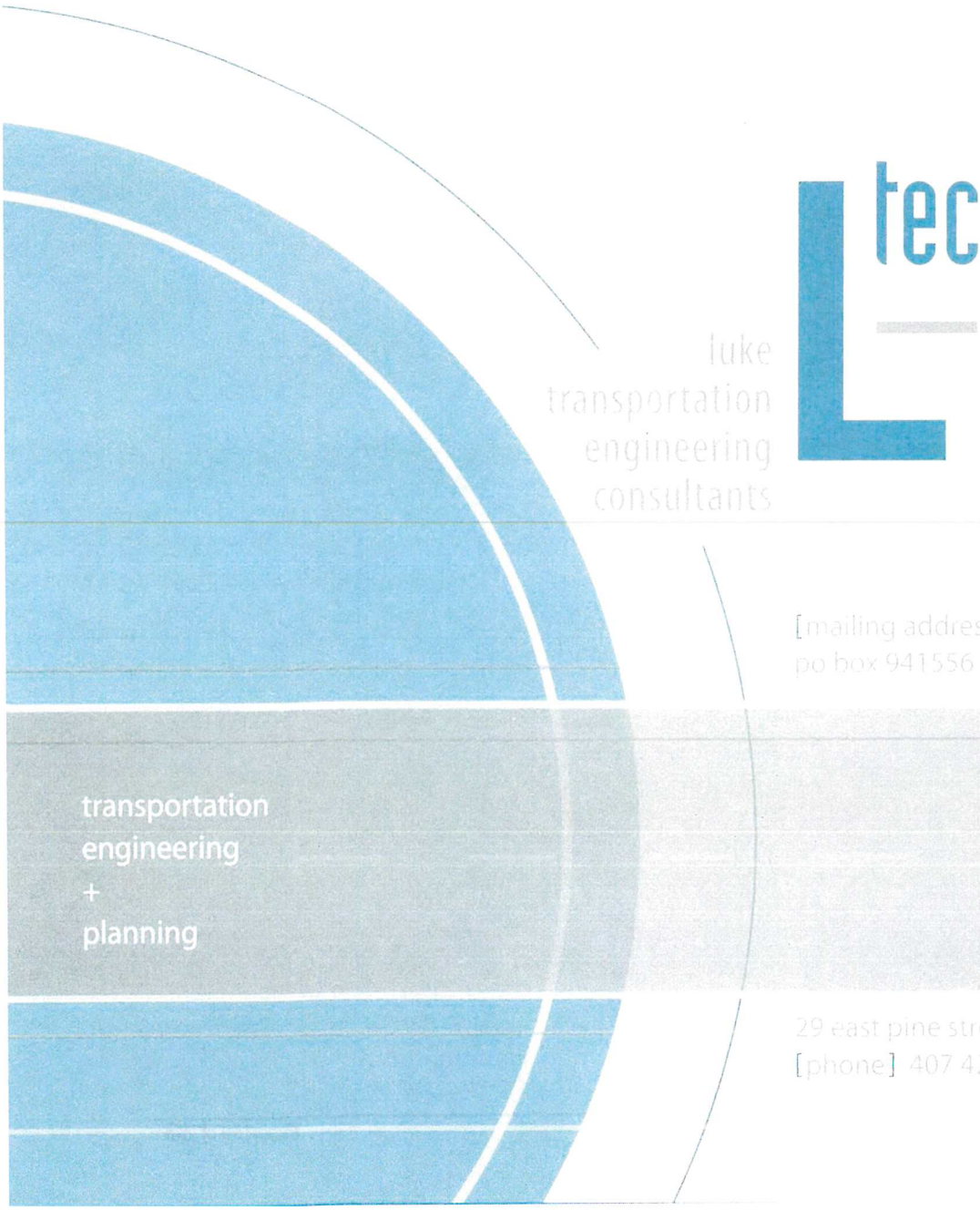

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APPENDIX E

Biological Survey and Habitat Report

Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

BIOLOGICAL SURVEY and HABITAT ASSESSMENT:

Crystal Ridge Phase 1, 2 and 3
246 Acres (MOL) Located in
Section 6, T19S, R18E & Section 31, T18S, R18E
Citrus County, FL

Prepared for:
Pigeon-Ardurra, LLC
925 SE 17th Street, Suite A
Ocala, FL 34471

Prepared by:
Michael G. Czerwinski, P.A.
Environmental Consultants
2716 South Lecanto Hwy
Lecanto, Florida 34461
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June 2021

Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

Michael G Czerwinski, P.A.
ENVIRONMENTAL CONSULTANTS MGC

Biological Survey and Habitat Assessment
Crystal Ridge Phase 1, 2 and 3
June 2021

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Other Listed Species	8
Listed or Exotic / Invasive Plant Species	13
Conclusions / Recommendations	13
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Michael G Czerwinski, P.A.
ENVIRONMENTAL CONSULTANTS MGC

Biological Survey and Habitat Assessment
Crystal Ridge Phase 1, 2 and 3
246 Acres (MOL) Located in
Section 6, T19S, R18E & Section 31, T18S, R18E
Citrus County, FL

Introduction:

Pigeon-Ardurra, LLC contracted with MICHAEL G. CZERWINSKI, P.A., ENVIRONMENTAL CONSULTANTS (MGC) to perform a Biological Assessment for Listed Species occurrence for the proposed Crystal Ridge Phases 1, 2 and 3 in Lecanto and Homosassa, Citrus County, Florida (project area). The project area is approximately 246 acres and consists of 3 separate parcels divided by project phase. The Phase 1 project area is located north of W Crystal Oaks Drive, while Phases 2 and 3 are located south of W Crystal Oaks Drive. The Phase 1 project area is 80.41 acres and is located at listed physical address 5859 W Crystal Oaks Dr, Lecanto, FL 34461 (altkey #1494940). The Phase 2 project area is 123.87 acres and is located at listed physical address 5750 W Crystal Oaks Dr, Lecanto, FL 34461 (altkey #1504465). The Phase 3 project area is 41.72 acres and is located at listed physical address 5755 W Cinnamon Ridge Dr, Homosassa, FL 34448 (altkey #1504422). The project area is accessible via W Crystal Oaks Drive, approximately 1500' east of the intersection of W Crystal Oaks Drive and S Rock Crusher Road and 7000' west of State Road 44.

The purpose of this biological assessment study is to document the presence of listed species, wetlands, surface waters or other environmentally sensitive areas within / adjacent to the project limits in advance of proposed construction activities and to address potential impacts to those resources. Listed species, for the purposes of this assessment, are those plants and animals that are formally listed as Endangered, Threatened, Species of Special Concern, or as a commercially exploited plant by the US Department of the Interior, Fish and Wildlife Service (USWFS) (50 CFR 17.11-12), the Florida Fish and Wildlife Conservation Commission (FFWCC) (Chapter 68A-27 FAC) or the Florida Department of Agriculture and Consumer Services (FCACS) (Section 581 F.S.). Results maps and photo documentation for this investigation are provided in at the end of this report. Wetlands and their limits are defined in Chapter 62-340, Florida Administrative Code (F.A.C.) and the U.S. Army Corps of Engineers (USACOE) Wetland Delineation Manual (1987). Wetlands, for the purpose of this assessment are defined as "those areas that are inundated or saturated by surface water or ground water at a frequency and a duration sufficient to support, and under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soils" (Chapter 62-340 F.A.C). Notably, MGC has previously conducted similar assessments for residential development projects throughout Citrus County, and therefore are very familiar with the habitats and listed species likely to be encountered on and near the project area.

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Ultimately, the inspection revealed the presence of one listed threatened / endangered species – the gopher tortoise (*Gopherus polyphemus*) – observed within or directly adjacent to the project area limits. The project area is also located within the USFWS consultation range for the Federally Threatened red-cockaded woodpecker and Florida scrub jay. There was no evidence of occurrence of the Florida scrub jay or red-cockaded woodpecker within the project area. The habitat present within the project area is unsuitable for the Florida scrub jay and red-cockaded woodpecker and assessments by MGC on the parcel immediately to the east revealed that these species were not present. More detailed summaries of individual listed species with the potential to occur on-site are included in this report. Overall, the proposed development is likely to impact potentially occupied gopher tortoise burrows, but the exact number to be impacted will depend on final plan design. Therefore, permitting/relocation of the gopher tortoise burrows within 25' of development activities is required before construction activities begin. The project is unlikely to adversely affect any additional listed species based on the findings of the field assessment and the habitat documented in and directly adjacent to the project area.

No wetlands / other surface waters were identified within the project area. One surface water feature within 100' was noted west of the project area near the western project limits near W Crystal Oaks Dr. However, the surface water feature is a drainage retention area (DRA); therefore, it is unlikely the project would cause any potential impacts to this feature. No other wetland systems / surface waters were noted within 1000' of the project area.

Methodology:

Prior to conducting the field assessment, the following data resources were queried for the purposes of identifying potential habitat of the site and surrounding areas or actual documented occurrences of listed species:

- Southwest Florida Water Management District (SWFWMD) 2017 Land Use / Land Cover (Florida Department of Transportation "Florida Land Use, Cover and Forms Classifications System", 1999)
- Florida Fish and Wildlife Conservation Commission's (FFWCC)/ Florida Wildlife Research Institute (FWRI) Listed Species Occurrence Databases
- U.S. Fish and Wildlife Service's Listed Species Occurrence Databases
- FFWCC Black Bear Nuisance, Roadkill, Range, and Telemetry Databases
- USFWS Online Critical Habitat Map for Federally Endangered and Threatened Species
- FFWCC Imperiled Species Protection Measures and Management Plans
- USFWS Listed Species Status Plans, Protection Measures and Survey Guidelines

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The following listed wildlife species are noted as occurring within Citrus County based upon combined Florida Natural Areas Inventory (FNAI), USFWS, and FFWCC tracking lists. A list of federally protected species by the USFWS is provided in Appendix C. A list of state protected species by FFWCC is provided in Appendix D. A list of rare / listed plant species occurring within Citrus County tracked by the FNAI Inventory is presented in Appendix E. The USFWS online species database does not identify any federally threatened / endangered flowering plant species as occurring in Citrus County. The Florida Natural Areas Inventory (FNAI) considers twenty-four (24) state or federally listed threatened / endangered plant species as occurring within Citrus County. The following table of state or federally listed wildlife species have the potential to occur in Citrus County:

Table 1. Citrus County Threatened / Endangered Wildlife Species List

Common Name	Scientific Name	Federal Listing	State Listing
American Alligator	*Alligator mississippiensis*	None	Threatened
American Bald Eagle	*Haliaeetus leucocephalus*	None (Managed)	None (Managed)
American Oyster Catcher	*Haematopus palliates*	None	Threatened
Black Skimmer	*Rynchops niger*	None	Threatened
Florida Black Bear	*Ursus americanus floridanus*	None	None (Managed)
Florida Burrowing Owl	*Athene cunicularia floridana*	None	Threatened
Florida Pine Snake	*Pituophis melanoleucus mugitus*	None	Threatened
Florida Sandhill Crane	*Antigone canadensis pratensis*	None	Threatened
Florida Scrub Jay	*Aphelocoma coerulescens*	Threatened	Threatened
Gopher Tortoise	*Gopherus polyphemus*	Candidate	Threatened
Indigo Snake	*Drymarchon corais couperi*	Threatened	Threatened
Least Tern	*Sternula antillarum*	None	Threatened
Little Blue Heron	*Egretta caerulea*	None	Threatened
Marian's Marsh Wren	*Cistohorus palustris marianae*	None	Threatened
Red-Cockaded Woodpecker	*Picoides borealis*	Endangered	Endangered
Reddish Egret	*Egretta rufescens*	None	Threatened
Short-Tailed Snake	*Lampropeltis extenuata*	None	Threatened
Southeastern American Kestrel	*Falco sparverius paulus*	None	Threatened
Tricolored heron	*Egretta tricolor*	None	Threatened
West Indian Manatee	*Trichechus manatus latirostris*	Endangered	Threatened
Wood Stork	*Mycteria americana*	Threatened	Threatened

A large number of these species are restricted to specific habitats not present on-site (such as listed shorebirds and saltmarsh nesting birds); listed species observed or with the potential to be present based on habitats identified on-site are discussed further in the results section of this report.

Although the American bald eagle (*Haliaeetus leucocephalus*) is no longer federally or state listed as an endangered / threatened species, it continues to be protected under the Bald and Golden Eagle

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ENVIRONMENTAL CONSULTANTS MGC

Protection Act and the Migratory Bird Protection act and is therefore addressed in this report. Similarly, the Florida black bear is no longer considered a threatened species within the state but is afforded protections under the state's Black Bear Management Plan.

Physical Setting:

The project area lies within the western limb of the Brooksville Ridge physiographic province (White, 1970)[1]. The Brooksville Ridge, a linear, positive-relief topographic ridge feature extends from northern Citrus County, through Hernando County, and into southern Pasco County. A review of SWFWMD lidar topography data reveals that the project area is sloped, with elevations that range from approximately 40' to 170' (NAVD88). Elevations steadily increase from a topographic low of 40' in the western portion to elevations of 110' in the eastern portion of the project area, and a topographic high of 170' is located in the southern portion of the project area. According to the FEMA Flood Zone mapping database, the vast majority of the project area falls within a zone x (area of minimal flood risk) designation, with a small portion along the eastern project boundary within an AE 100 Year Flood Zone designation, with a listed flood elevation of 104.8' (NAVD88).

According to the USDA / National Resource Conservation Service (NRCS) Online Soil Survey, the project area is underlain by 5 soil mapping units: Lake fine sand (0 to 5 percent slopes), Candler fine sand (0 to 5 percent slopes), Candler fine sand (5 to 8 percent slopes), Sparr fine sand (5 to 8 percent slopes), and Arredondo fine sand (0 to 5 percent slopes). The majority of the project area is underlain by Candler fine sand (0 to 5 percent slopes), which comprises 208 acres (respectively). The remaining soil mapping units underlay less than 20 acres each. Each of these soil units are considered upland soils, but with varying hydrologic groups and depths to seasonal high-water table (SHW). Table 2 summarizes percent of total project area, hydrologic group, drainage class, and depth to the water table for each soil type.

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Table 2. Soils within Project Area

Soil Name	Percent of Total Project Area	Hydrologic Group	Drainage Class	Runoff Class	Depth to Seasonal High-Water Table
Lake fine sand, 0 to 5 percent slopes	7.0%	A	Excessively drained	Very low	More than 80 inches
Candler fine sand, 0 to 5 percent slopes	85%	A	Excessively drained	Very low	More than 80 inches
Candler fine sand, 5 to 8 percent slopes	7%	A	Excessively drained	Very low	More than 80 inches
Sparr fine sand, 0 to 5 percent slopes	<1%	A/D	Somewhat poorly drained	Very low	About 18 to 42 inches
Arredondo fine sand, 0 to 5 percent slopes	1%	A	Well drained	Very low	More than 80 inches

According to the SWFWMD Land Use / Land Cover mapping database, land use within the project area includes Longleaf Pine - Xeric Oak (FLUCCS[2] 4120), Upland Hardwood - Coniferous Mix (4340), Tree Plantation (4400), Residential Medium Density (4400), and Open Land (1900). According to SWFWMD, the land cover on site is entirely upland, with wetlands present off-site but approximately 1000' away from project area limits. Other land uses adjacent to the project include Residential High Density (1200). The adjacent Residential Medium Density land uses are associated with the Crystal Oaks Hunters Ridge and an undeveloped phase of the Stonegate residential development to the immediate east, and Connell Heights Residential Development to the immediate north of the Phase 1 parcel. The adjacent High Density Residential land uses are associated with the Cinnamon Ridge development to the east and south of Phases 2 and 3, and the RV Resort and Recreational Venue of Rock Crusher Canyon to the west of Phases 1 and 2.

Results:

MGC staff conducted the field survey for the biological assessment June 10th – 11th and June 14th – 15th, 2021. The assessment included a 15% cover pedestrian survey of the project area. The field assessment found the SWFWMD mapping of land use and land cover generally accurate in describing the land cover on-site. However, the southern portion of the project area was partially classified as Residential Low Density (4400) and Open Land (1900), which was found inaccurate on-site. The southern portion of the project area consists of Longleaf Pine - Xeric Oak (FLUCCS 4120) and Tree Plantation (4400). The assessment area is unfenced and accessible via W Crystal Oaks

[1] White, W.A. (1970). The Geomorphology of the Florida Peninsula. State of Florida Department of Natural Resources Bureau of Geology Geological Bulletin. 51. 1 – 172.
[2] Florida Land Use, Cover and Forms Classification System (FDOT, 1999).

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Drive. The parcels are unimproved forested parcels, with several trails present throughout. Notably, a portion of the southern section of the project area appears to be utilized as an off-roading vehicle track.

Approximately 85% of the project area is comprised of Longleaf Pine - Xeric Oak (4120) habitat and is entirely upland. The habitat is principally forested with varying levels of canopy cover density, which consisted of longleaf pine (*Pinus palustris*), sand live oak (*Quercus geminata*), bluejack oak (*Quercus incana*), sand pine (*Pinus clausa*), myrtle oak (*Quercus myrtifolia*), and sand post oak (*Quercus margarettae*). Shrub cover species includes highbush blueberry (*Vaccinium corymbosum*), sparkleberry (*Vaccinium arboretum*), Florida rosemary (*Ceratiola ericoides*), American beautyberry (*Callicarpa americana*), rusty staggerbush (*Lyonia ferruginea*), garberia (*Garberia heterophylla*), and bigflower pawpaw (*Asimina obovate*). Ground cover / herbaceous cover includes coontie (*Zamia integrifolia*), muscadine (*Vitis rotundifolia*), sand blackberry (*Rubus cuneifolius*), Adam's needle (*Yucca filamentosa*), eastern poison ivy (*Toxicodendron radicans*), American pokeweed (*Phytolacca americana*), broomsedge bluestem (*Andropogon virginicus*), wiregrass (*Aristida stricta*), saw palmetto (*Serenoa repens*), shiny blueberry (*Vaccinium myrsinites*), gopher apple (*Geobalanus oblongifolius*), winged sumac (*Rhus copallinum*), fernleaf yellow false foxglove (*Aureolaria pectinate*), hairy lespedeza (*Lespedeza hirta*), cottony goldenaster (*Chrysopsis gossypina*), Virginia creeper (*Parthenocissus quinquefolia*), tread-softly (*Cnidoscolus stimulosus*), and narrowleaf silkgrass (*Pityopsis graminifolia*).

Approximately 10% of the project area is comprised of Upland Hardwood - Coniferous Mix (4340) habitat and is entirely upland. The habitat is densely forested with a canopy consisting of slash pine (*Pinus elliottii*), laurel oak (*Quercus laurifolia*), red cedar (*Juniperus virginiana*), cabbage palm (*Sabal palmetto*), black cherry (*Prunus serotina*), red bay (*Persea borbonia var. borbonia*), and southern magnolia (*Magnolia grandiflora*). Ground cover is primarily composed of dense thickets of saw palmetto (*Serenoa repens*), while additional species such as tailed bracken fern (*Pteridium aquilinum*), catbrier (*Smilax spp.*), sand blackberry (*Rubus cuneifolius*), muscadine, Virginia creeper, beautyberry, and immature oaks (*Quercus spp.*) were also present.

Approximately 5% of the project area is comprised of Tree Plantation (4400) and is entirely upland. The land cover is densely forested with rows of sand pine (*Pinus clausa*), which is surrounded by existing trails. The rows appeared unmaintained with additional species such as sand blackberry, broomsedge bluestem, mimosa (*Albizia julibrissin*), dogfennel (*Eupatorium capillifolium*), and Adam's needle (*Yucca filamentosa*) present between the rows.

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Wildlife species observed within the project area limits during the field inspection include (listed species in bold) **gopher tortoise (*Gopherus polyphemus*)**, eastern grey squirrel (*Sciurus carolinensis*), southeastern pocket gopher (*Geomys pinetis*), nine-banded armadillo (*Dasypus novemcinctus*), eastern towhee (*Pipilo erythrophthalmus*), northern mockingbird (*Mimus polyglottos*), red bellied woodpecker (*Melanerpes carolinus*), American crow (*Corvus brachyrhynchos*), northern cardinal (*Cardinalis cardinalis*), common ground dove (*Columbina passerina*), pileated woodpecker (*Dryocopus pileatus*), downy woodpecker (*Picoides pubescens*), common nighthawk (*Chordeiles minor*), coachwhip (*Masticophis flagellum*), black racer (*Coluber constrictor*), southeastern five-lined skink (*Plestiodon inexpectatus*), green anole (*Anolis carolinensis*), and brown anole (*Anolis sagrei*).

Observed Listed Species:

The **gopher tortoise (*Gopherus polyphemous*)** is a state listed threatened wildlife species, and the tortoise and its burrow are protected by the Florida Fish and Wildlife Conservation Commission (FFWCC) under Chapter 68A-27.002-004, F.A.C. The gopher tortoise is the only native land tortoise in the southeastern United States and creates a crescent or half-moon shaped burrow in the sand. The gopher tortoises preferred habitat is sandhill, oak scrub and other xeric (dry / nutrient poor) habitats. The gopher tortoise is crucial to the survival of a number of other listed species because its burrows provide important refuges for a much larger wildlife community[3,4]. As gopher tortoise habitat decreases, so do many of the species that utilize their burrows. The current FFWCC guidelines generally prohibit land clearing or activities that disturb the soil within 25' of a potentially occupied burrow without first obtaining a permit and relocating tortoises out of harm's way.

A total of 46 potentially occupied gopher tortoise burrows (POBs – legally protected) were identified on-site within the transect limits (15% cover transects). A total of nineteen (19) abandoned gopher tortoise burrows were noted, but they are not legally protected. The Florida Fish and Wildlife Conservation Commission (FFWCC) requires gopher tortoise POBs be avoided by a minimum of 25' by construction, clearing / grubbing, or ground disturbance activities. All POBs within 25' of proposed clearing/grubbing or construction activities must be permitted, and the tortoises relocated in advance of construction activities proceeding. If the entire site is proposed to be cleared / developed, then FWC will require an off-site relocation permit authorization be obtained for all POBs, with the captured tortoises being relocated to a permitted recipient site.

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[3] Speake, D. W. (1981). The gopher tortoise burrow community. *The future of gopher tortoise habitats (R. Lohoefener, L. Lohmeier, and G. Johnson, eds.)*, 44-47.

[4] Franz, R. (1986). The Florida gopher frog and the Florida pine snake as burrow associates of the gopher tortoise in northern Florida. *The Gopher Tortoise and Its Community*, 16-20.

Extrapolating the observed density to 100% cover of gopher tortoise habitat[5], **it is estimated that the assessment area contains 307 potentially occupied gopher tortoise burrows and supports a total of approximately 154 tortoises[6]**. Gopher tortoise burrow surveys are only valid for 90 days for purposes of permitting and relocation; in addition, a 100% cover survey is required prior to relocation of tortoises on-site.

Other Listed Species:

While not observed to be present, the habitat present on-site may potentially be suitable for several other listed wildlife species. The following species have some potential to occur on-site, but none were observed to be present during this assessment. A review of the Florida Wildlife Research Institute (FWRI) and USFWS species GIS databases revealed species historically documented in the general region of the subject site (see Appendix A). Five (5) bald eagles' nests were documented within a 5-mile radius of the project area, three to the west and two to the southwest. However, all eagle nests are located approximately 4.5 miles away from the project are. Current FFWCC / USFWS regulations mandate a 660' buffer protection zone around eagle nests for most construction activities; as the site is substantially distant from any documented nests, and no nests were observed adjacent to the project limits, proposed construction activities should have no adverse effect on this species.

The Florida sandhill crane (*Antigone canadensis pratensis*) is listed as a "Threatened" species by the State of Florida. Although it is classified as a wading bird, the Florida sandhill crane does not "fish", and is an omnivorous feeder that spends a large portion of its time foraging in uplands, often in residential yards and other maintained areas. However, the Florida sandhill crane typically creates ground level nests in herbaceous wetlands. The nesting season for sandhill cranes in Florida is typically January through April. Sandhill cranes observed in Florida between October and March may be migratory (non-listed) greater sandhill cranes (*Antigone canadensis tabida*), which are slightly larger but nearly indistinguishable from the resident population. **Sandhill cranes were not observed within the project area or in adjacent habitat. It is considered highly unlikely the species is utilizing the project area for foraging.** The FFWCC's recently approved species conservation measures and permitting guidelines recommend a 400' radius protection (no construction disturbance) buffer be maintained around active sandhill crane nests, and on sites where flightless young are present. Furthermore, land use conversion in suitable upland habitat

[5] Gopher tortoise habitat totaled approximately 225 acres and consisted of Long Leaf Pine – Xeric Oak habitat and Tree Plantation.

[6] A total of 15% of each habitat was surveyed. A total of 3 POBs were found within the Tree Planation land cover type, so 3/0.15 totals 20 POBs. A total of 43 POBs were found within the long leaf pine – xeric oak land cover type, so 43/0.15 totals 287 POBs. A project total of 307 POBS, or 154 tortoises.

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within 1500' of the nest site should be delayed until after young are capable of sustained flight. The project area does not possess what are typically considered valuable upland foraging habitat areas (improved pastures, prairies, open pine forests, croplands, golf courses, airports, and sod farms). In addition, the nearest adjacent wetland areas are associated with drainage retention areas with no littoral areas/vegetation present, which limits their use as potential nesting habitat. Therefore, further nesting site surveys are not likely necessary in accordance with FFWCC guidelines, and proposed water line construction activities are unlikely to adversely affect the species.

Several listed wading bird species occur in Citrus County, including the **little blue heron (*Egretta caerulea*), tri-colored heron (*Egretta tricolor*), and reddish egret (*Egretta rufescens*).** They are each listed as a **"Threatened" species** by the State of Florida. **No listed wading bird species were observed on-site or in directly adjacent habitat areas.** The closest documented wading bird rookery (non-wood stork) is located approximately 10 miles to the northwest of the subject site within St. Martin's Marsh Aquatic Preserve. Although wading birds may periodically use the adjacent constructed residential Drainage Retention Areas (DRA's) for foraging, **no wading bird rookeries or nest sites were observed in wetland areas or other habitats directly adjacent to the project area limits.** Protection for state listed wading birds generally involve preventing the direct take (harm / harassment of birds and nests) and prevention of certain disruptive activities within setbacks (generally 400') from known / active rookery sites. Because no rookery / nest sites were documented or are historically known to be located in close proximity to the project area, it is considered unlikely that the proposed development would significantly adversely affect these states listed wading bird species.

The **Florida scrub-jay (FSJ) (*Aphelocoma coerulescens*)** is listed as a federally threatened species by the USFWS. The FSJ is the only bird species endemic to (only occurring within) the state of Florida. The species is typically only found in Florida scrub habitat, where nutrient poor, well drained soils establish low growing oaks and other shrub / tree species and the open patches of ground required by the species for general foraging and acorn caching. However, the species is also known to colonize altered land uses such as citrus groves and other land uses that provide similar sparse, low canopy trees and maintain open patches of ground. The closest historic documentation of the Florida Scrub Jay (from 1992-1993 statewide survey) is approximately 0.5 miles to the west of the project. **A cursory scrub jay tape recorded vocalization survey was conducted along the project area limits on June 10th and June 11th, 2021. However, no response was elicited from scrub jays or other territorial species, and the FSJ was not observed to occur on or on adjacent off-site habitat during this assessment.** It is very unlikely that scrub jays currently utilize

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habitat on-site due to the lack of suitable habitat conditions and extent of surrounding residential developments; therefore, the proposed construction activities are unlikely to adversely affect this species.

The **Florida burrowing owl (*Athene cunicularia floridana*)** is a subspecies of burrowing owl protected by the FFWCC as a threatened species. The Florida burrowing owl can be found throughout peninsular Florida, although populations have become fragmented and patchy within the northern part of its range, including Citrus County. The burrowing owl is a relatively small owl, with distinctive yellow eyes that excavates small ground level burrows in soft sand or utilizes abandoned or inactive gopher tortoise burrows and mammal dens. The sand apron of an active burrowing owl burrow is often littered with manure, shells, stones, small bones or remains of insects or other animals, especially beetle shells and feathers, most pronouncedly during the nesting season, which sometimes distinguishes their burrows from that of the gopher tortoise. In addition, males are often found above ground guarding the nest during the mating season (generally February through July), which results in their coloration becoming lighter ("sun-bleached") compared to the females. The species is most active in the early morning (6:00 – 10:00 AM) and late afternoon (3:00PM – 7:00PM). The FWRI maintains a database of historic burrowing owl records online. According to this database, the closest known colonies of documented burrowing owls are located approximately 6 miles to the southeast of the project area within pasturelands west of the Withlacoochee State Forest and north of N Cardinal St. **No burrowing owls or evidence of their burrow was documented within or directly adjacent to the project area during this assessment.** Current FFWCC guidelines require incidental take permitting for most activities within 10' of a potentially occupied burrow, and within 33' of burrows during nesting season (February 15 – July 10th). In addition, large scale habitat modification which will alter more than 50% of the foraging habitat within a 1,970' radius of potentially occupied burrows also requires permit authorization from the FFWCC. Generally, the vast majority of habitat on-site is not suitable for the species, no evidence of their conspicuous burrows or above ground activities were noted within 33' of the project area, and the project will not involve significant habitat disturbance within 1,970' of known burrow locations. Therefore, construction activities are unlikely to adversely impact the species.

The **red-cockaded woodpecker (*Picoides borealis*)** is listed as a federally endangered species by the USFWS. The red-cockaded woodpecker typically creates its nest in living long leaf pine trees, although it is known to also use slash pines or cypress, especially in south Florida. The red-cockaded woodpecker is the only bird in the Southeastern U.S. that utilizes live trees for nesting cavity creation. The red-cockaded woodpecker prefers trees 80 years and older and typically with

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red-heart fungus disease, which softens the heartwood of the trees. **No mature longleaf pine or slash pine trees of suitable age for nesting cavities were identified within or directly adjacent to the project area.** The FWRI maintains a database of red-cockaded woodpecker sightings – according to this database, the nearest red-cockaded woodpecker documentations are located approximately 3.5 miles to the southeast, within the Withlacoochee State Forest and one of the larger state populations of this species. Red-cockaded woodpeckers prefer mature, open canopied pine forests with a diversity of natural groundcover. The project area does not provide what is generally considered suitable habitat for the species due to lack of mature pine trees. Therefore, construction activities are unlikely to adversely affect this species.

The **Southeastern American kestrel (*Falco sparverius paulus*)** (SAK) is listed in the State of Florida as a **"Threatened"** species and is legally protected by the Florida Fish and Wildlife Conservation Commission (FFWCC). This species is similar in appearance to the non-listed, migratory American kestrel (*Falco sparverius*) and both are present in Florida from approximately October to March. Therefore, observations of kestrels in Florida from April to October, especially in pairs or exhibiting courtship activities, are likely to be the protected SAK. Kestrels are secondary cavity nesters and typically use cavities previously excavated by woodpeckers for raising their young. However, they have also been noted to nest in the eaves of barns and metal sheds. Kestrels are frequently observed perched on the top of snag (dead standing) trees, tops of fences, or on powerlines. Current technical regulations prevent the taking of an active (eggs or flightless young) Southeastern American kestrel (SAK) nest or (snag) tree or artificial nest site (such as a wooden utility pole) without obtaining a nest removal permit and require a protection of foraging grounds within a 150-meter (~500') radius of the nest. In addition, disturbance of the nest site area during the nesting season (March to August) is generally not allowed. **While a large number of snag trees (potential nest sites) were documented on or near the site, no kestrels were observed or heard on or directly adjacent to the site**. As no kestrels were observed on-site, it is unlikely the proposed development will adversely affect / cause take of this species. However, as the project is in the planning stage, it is recommended that annual update assessments of proposed development phases be conducted concurrent with gopher tortoise burrow survey updates to verify this species is not actively utilizing proposed development area habitats.

The **Wood Stork (*Mycteria Americana*)** is listed as a federally endangered species by the USFWS. The nests and foraging habitat of the wood stork are protected principally through protection of rookery (colony nesting) sites and surrounding habitat areas. Most land disturbance / construction activities located within 2,500 ft of rookery sites are considered potential impacts to the species. In

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addition, in central Florida, certain lands within a 15 mile radius of a rookery site are considered "core foraging areas", and suitable foraging habitats (wetlands with a permanent or seasonal water depth between 2 and 15 inches) within core foraging areas are also protected[7]. **The species was not noted within the project area, while no suitable wetland areas are located within the project area or in adjacent habitats.** Subsequently, proposed construction activities are not expected to adversely impact this species.

Due to the presence of gopher tortoise burrows, there is potential for several state or federally protected gopher tortoise commensal species to be present on-site. These include the federally threatened **Eastern indigo snake (*Drymarchon couperi*),** and the state threatened **Florida pine snake (*Pituophis melanoleucus mugitus*),** and **short-tailed snake (*Stilosoma extenuatum*). Furthermore, due to the relatively large amount of suitable habitat contained on-site, there is a possibility that these species may nest on or utilize the site for other purposes.** While it is possible that a small population of indigo snakes may utilize the site as a portion of its larger habitat range, it is unlikely that the project site provides habitat for a significant population of the indigo snake due to the size and extent of the surrounding residential development and roadway network. **USFWS Standard Protection Measures for sites where Eastern indigo snakes are likely to be encountered are provided at the end of this report (Appendix F). It is recommended that the guidelines be incorporated into construction planning due to the large number of tortoise burrows on-site. In addition, due to the large acreage of habitat and tortoise population present on-site, it is strongly recommended the USFWS Jacksonville office be consulted on whether additional trapping measures to confirm presence / absence, or an incidental take permit authorization may be warranted for the project.**

Notably, the project area is located approximately 0.25 miles east of the secondary Chassahowitzka **Florida black bear** population range. In addition, the FWRI has documented twenty-two black bear nuisance calls within five miles of the project area and one black bear roadkill incidents. Black bears were removed from the state list of threatened / endangered species; however, they are still afforded protections under a state approved Black Bear management plan. Generally, the site's location within a larger developed subdivision area limits the suitability of the site to provide significant foraging, denning or travel corridor habitat. There was no on-site evidence of bear use during the inspection. There is some small chance that the property may be periodically traveled by the species, however, it is unlikely that development of the site will significantly affect the species. It is

[7] Projects that will impact more than ½ acre of suitable foraging habitat are considered a significant impact.

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recommended bear resistant trash containers and similar "bear proofing" measures be taken by future residents to minimize the risk of human / bear conflicts.

Listed or Exotic / Invasive Plant Species:

One state listed threatened plant species was identified within the project area during this assessment – Garberia (*Garberia heterophylla*). Garberia is fairly prevalent throughout the project area, and especially dense in the Phase 1 project area. State listed threatened plant species are afforded minimal legal protections from development on private property, and permits are not required for impacts to these species that may occur from otherwise legal development activities. However, it is recommended some conservation / preservation actions be taken where possible due to their listed status (see conclusions / recommendations section). In addition, two state listed commercially exploited plant species were identified on-site – Coontie (*Zamia integrifolia*) and saw palmetto (*Serenoa repens*). Harvest for sale of these species is prohibited; however, they are not afforded any additional legal protection (i.e. no protection from development impacts).

Several invasive / exotic plant species were documented on-site, including air-potato (*Dioscorea bulbifera*), cogon grass (*Imperata cylindrica*), chinaberrytree (*Melia azedarach*), shrubverbena (*Lantana strigocamara*), mimosa (*Albizia julibrissin*), camphortree (*Cinnamomum camphora*), Chinese tallowtree (*Triadica sebifera*), and tuberous sword fern (*Nephrolepis cordifolia*). Each of these species are classified as a Category I or II Exotic / Invasive Species by the Florida Exotic Pest Plant Council (FLEPPC). Category I species are defined as "invasive exotics which are altering native plant communities by displacing native species, changing community structures or ecological functions, or hybridizing with natives". In addition, cogon grass is regulated by the US Department of Agriculture and / or Florida Department of Agriculture and Consumer Services as noxious weeds, and their distribution is prohibited. Therefore, care should be taken during clearing and grubbing activities to remove these plants, if possible, and to prevent further propagation of these species on or off-site. A short informational pamphlet created by the FLEPPC or UF/IFAS on each of these species is provided at the end of this report in Appendix G.

Conclusions / Recommendations

The following measures should be implemented to maintain compliance with USFWS and FFWCC permitting guidelines:

1. A large population of gopher tortoises is confirmed to be present on-site. Based on the 15% burrow survey results, it is anticipated that approximately 300 potentially occupied burrows

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(and 150 gopher tortoises) may be present within the entire 3 phase development area. A 100% cover gopher tortoise survey must be conducted on each phase, and tortoises present permitted for and relocated in advance of clearing or other ground disturbance activities proceeding within a phase of development. If a 100% build out of the site is proposed, tortoises will need to be relocated off-site to a long-term protected recipient site.

2. USFWS Guidelines for sites where Eastern indigo snakes are likely to be encountered are provided at the end of this report (Appendix F) and should be incorporated into construction planning and gopher tortoise relocation activities. We recommend that **MGC** provide a short course on the indigo snake to the contractor during the pre-construction meeting to meet the requirements of the guidelines. In addition, the USFWS should be consulted as-soon-as-possible on regarding whether any additional trapping or incidental take permitting measures may be required for the project.

3. The Florida pine snake and short-tailed snake have the potential to occur on-site. The FFWCC should be consulted as-soon-as-possible regarding whether any additional trapping or incidental take permitting measures may be required for the project. We would also recommend implementation of standard protection measures similar to those utilized for the Eastern indigo snake.

4. The following recommendations should be followed to minimize impact to state listed plants and natural communities on-site:

    a. Garberia (*Garberia heterophylla*) was documented to be present with the project area. While not legally protected from development impacts on private property, it is recommended the species be conserved where possible due to their threatened status. The plant can also be used as suitable / showy (flowering) residential landscaping plants. It is possible a volunteer group, such as the Citrus County Chapter of the Florida Native Plant Society, may be available to assist the landowner in translocating / conserving some of these plants on a volunteer basis / at no cost to the owner.
    b. A large number of exotic / invasive plant species are present on-site, particularly along the northern property limits. It is recommended that land clearing contractors be provided the attached identification documentation in Appendix G and that care be taken to prevent the further spread of this species on or off-site by either burning

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infested vegetation debris or disposing of the debris at an appropriate landfill facility (not for re-mulching use).

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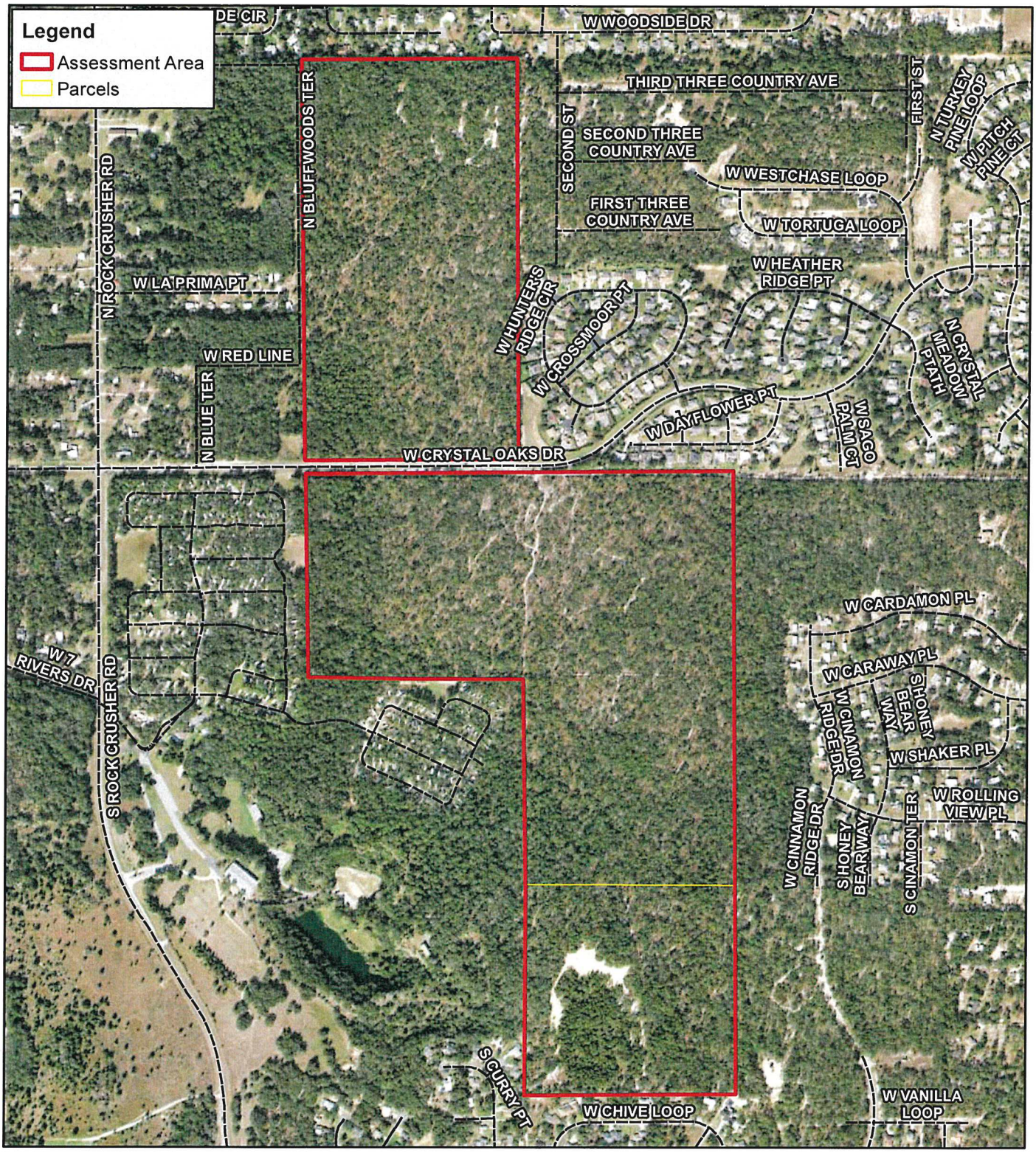
True Color Aerial Photo (2020)



Crystal Ridge Phases 1, 2, & 3 for Pigeon-Ardurra, LLC

241 Acres (MOL) in Crystal River, Citrus County, Florida

Data Source: ESRI, Citrus County Property Appraiser, Field Results

Compiled By: KVW

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N W E S

0 250 500 1,000 1,500 2,000 2,500
Feet

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June 9, 2021

This map is for informational purposes only. This is not a survey. Boundaries are approximate.

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Appendix A

Map Exhibits

Crystal Ridge Phase 1, 2 and 3
246 Acres (MOL) Located in
Section 6, T19S, R18E & Section 31, T18S, R18E
Citrus County, FL

June 2021

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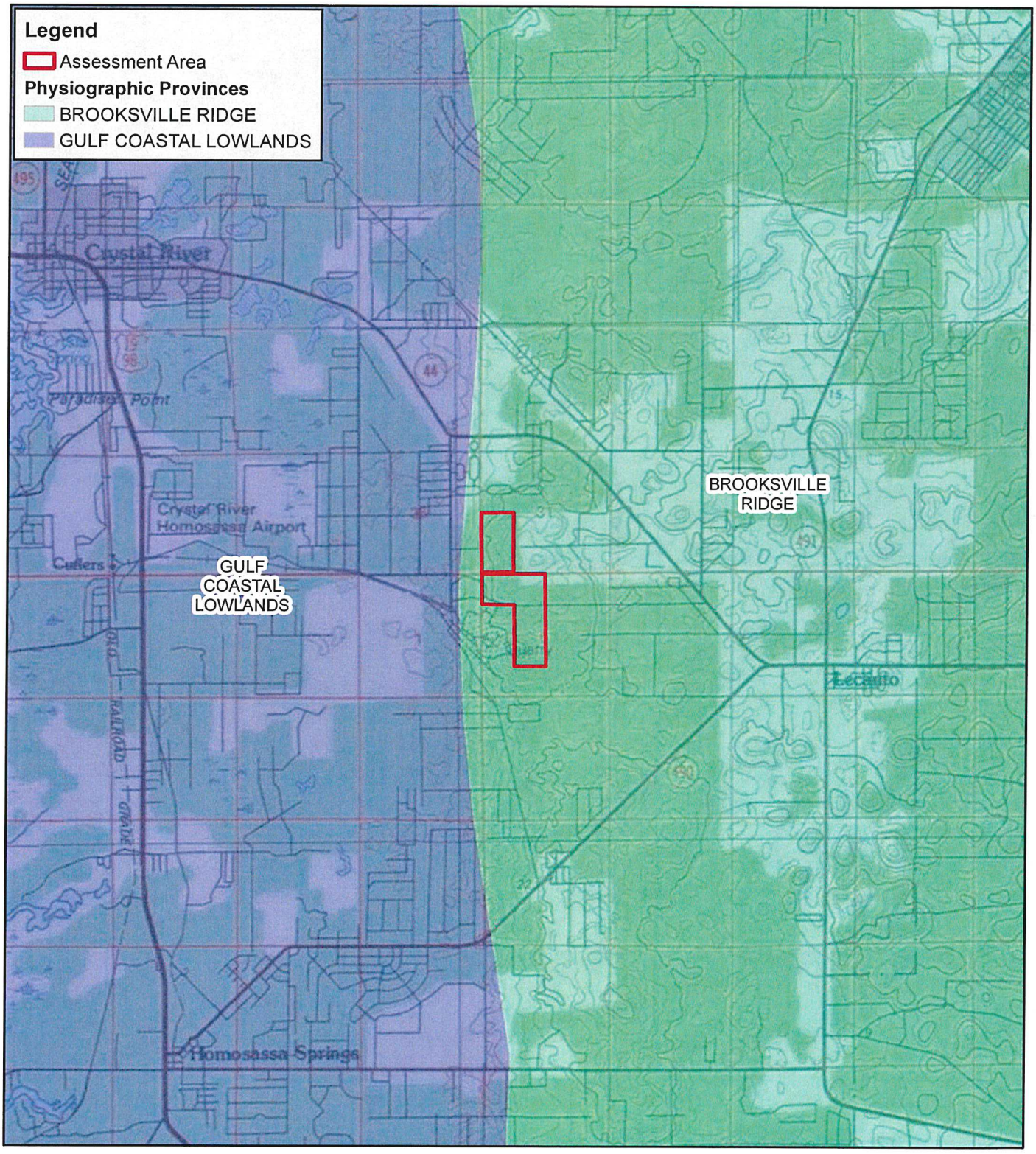
Physiographic Provinces



Crystal Ridge Phases 1, 2, & 3 for Pigeon-Ardurra, LLC

241 Acres (MOL) in Crystal River, Citrus County, Florida

Data Source: ESRI, Citrus County Property Appraiser, USFWS

Compiled By: KVW

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N W E S

0 2,500 5,000 10,000 15,000 Feet

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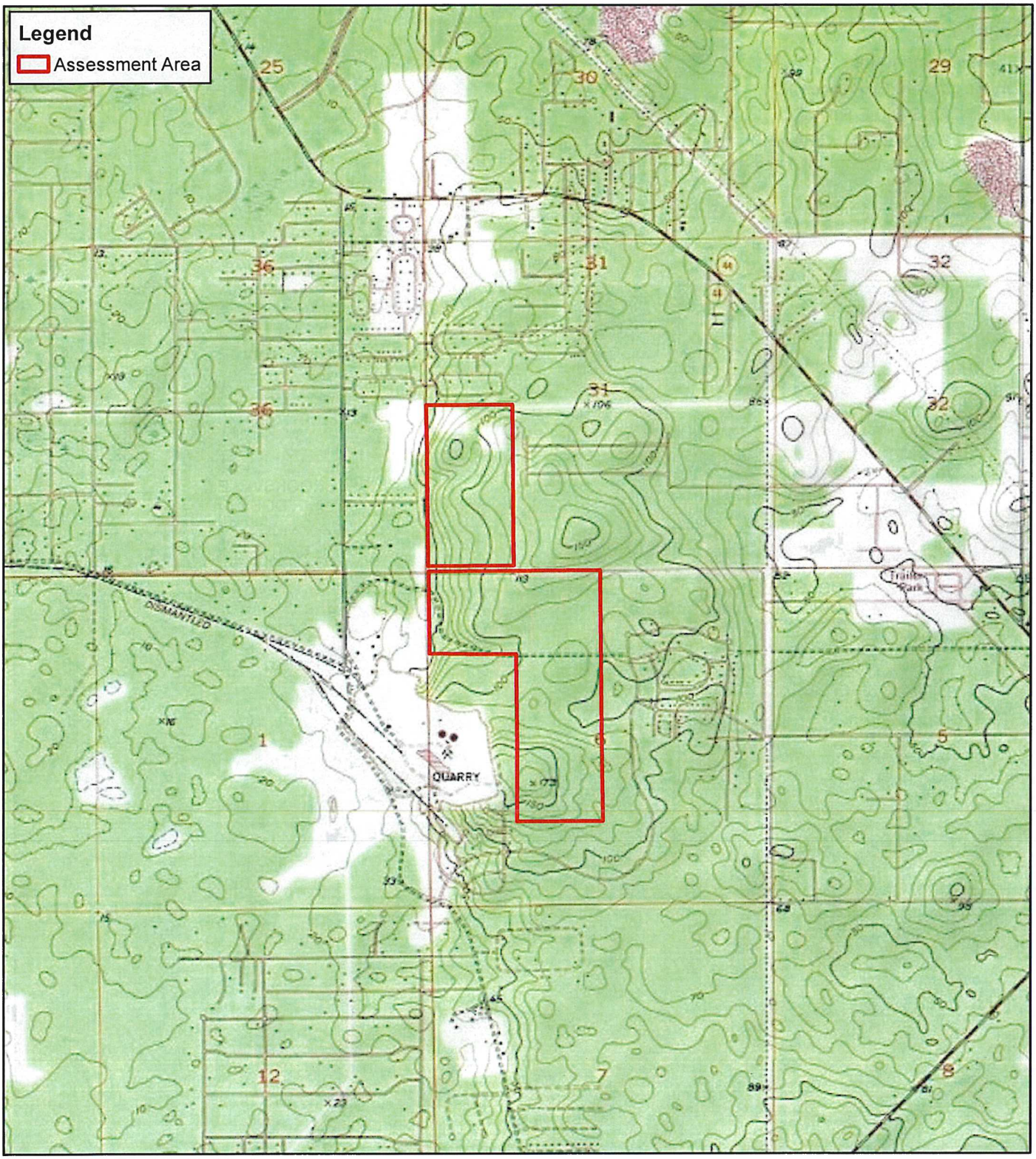
USGS Quadrangle Map



Crystal Ridge Phases 1, 2, & 3 for Pigeon-Ardurra, LLC

241 Acres (MOL) in Crystal River, Citrus County, Florida

Data Source: ESRI, Citrus County Property Appraiser, USGS

Compiled By: KVW

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N W E S

0 750 1,500 3,000 4,500 6,000
Feet

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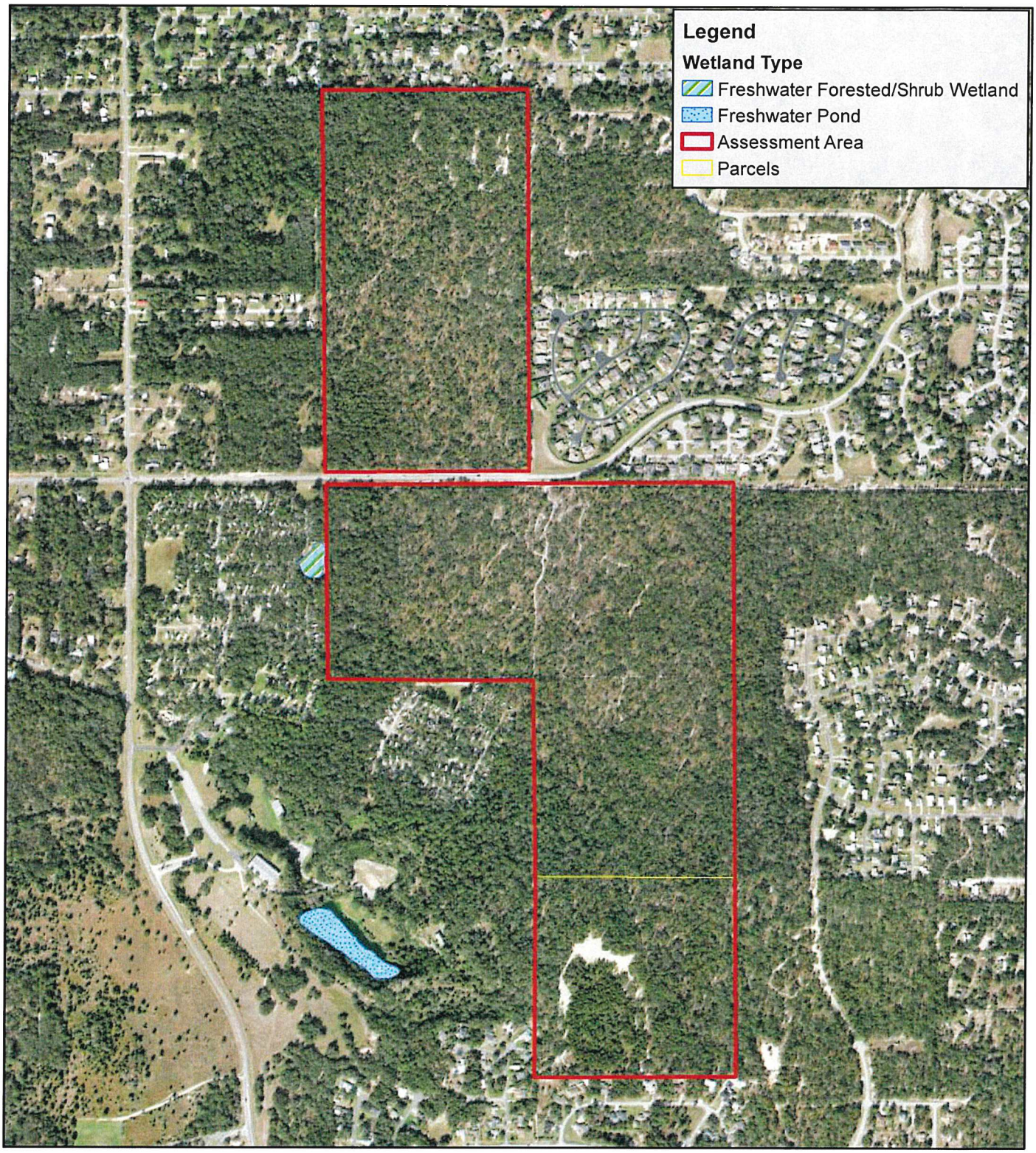
National Wetland Inventory (NWI) Mapped Wetlands



Crystal Ridge Phases 1, 2, & 3 for Pigeon-Ardurra, LLC

241 Acres (MOL) in Crystal River, Citrus County, Florida

Data Source: ESRI, Citrus County Property Appraiser, NWI

Compiled By: KVW

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ENVIRONMENTAL CONSULTANTS MGC

N W E S

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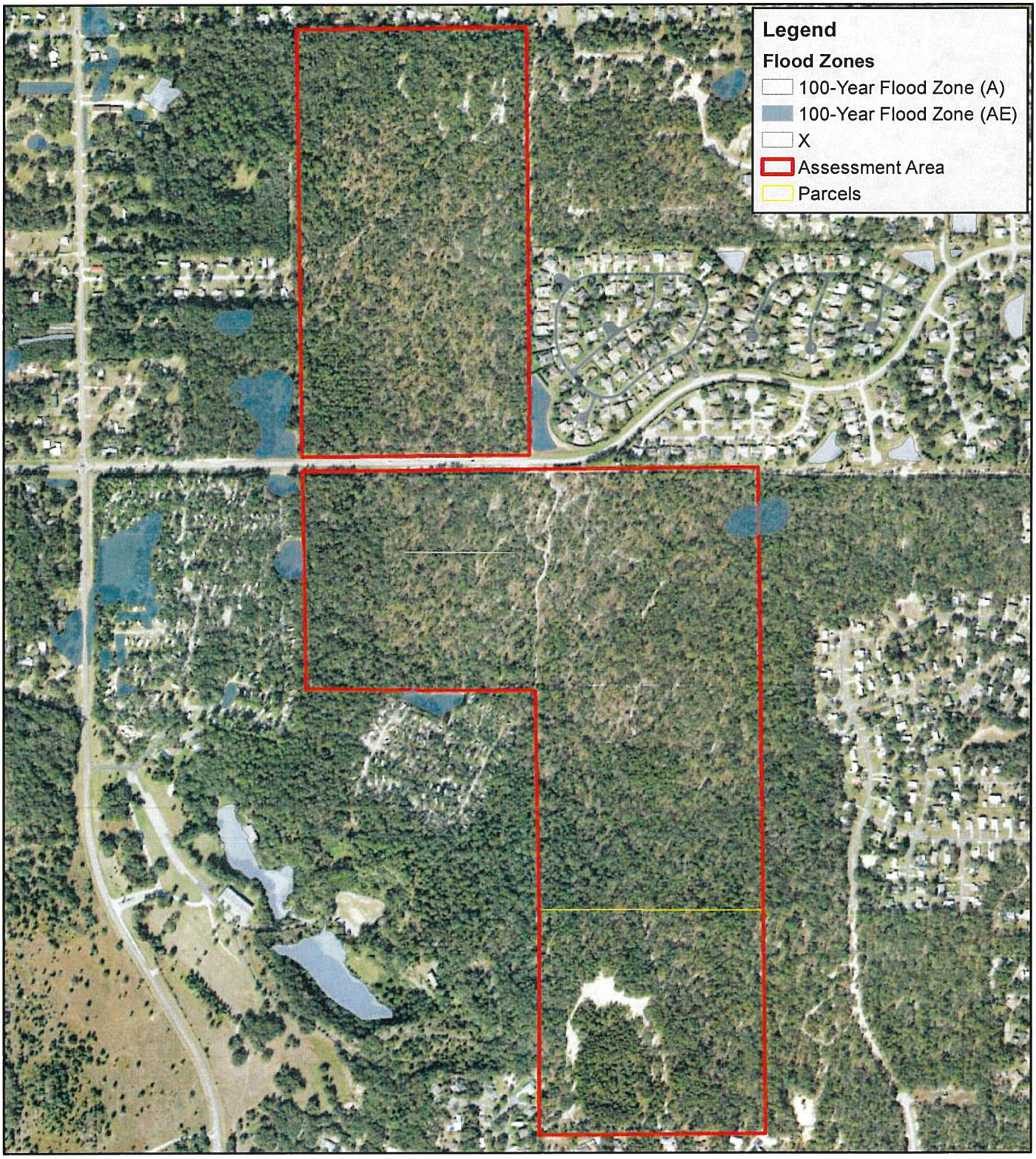
FEMA Flood Zone Map



Crystal Ridge Phases 1, 2, & 3 for Pigeon-Ardurra, LLC

241 Acres (MOL) in Crystal River, Citrus County, Florida

Data Source: ESRI, Citrus County Property Appraiser, FEMA

Compiled By: KVW

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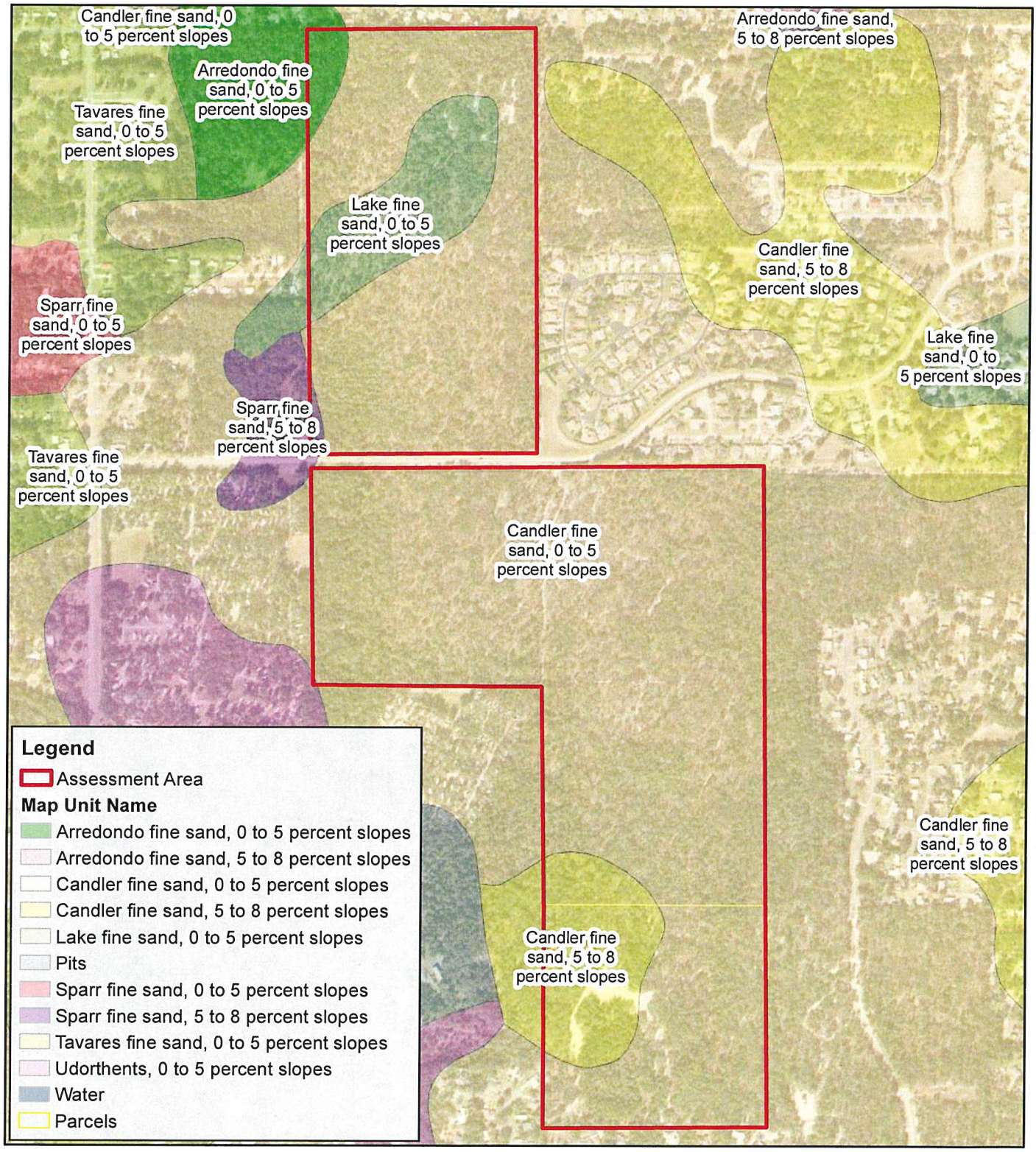
Soil Map



Crystal Ridge Phases 1, 2, & 3 for Pigeon-Ardurra, LLC

241 Acres (MOL) in Crystal River, Citrus County, Florida

Data Source: ESRI, Citrus County Property Appraiser, USDA-NRCS Compiled By: KVW

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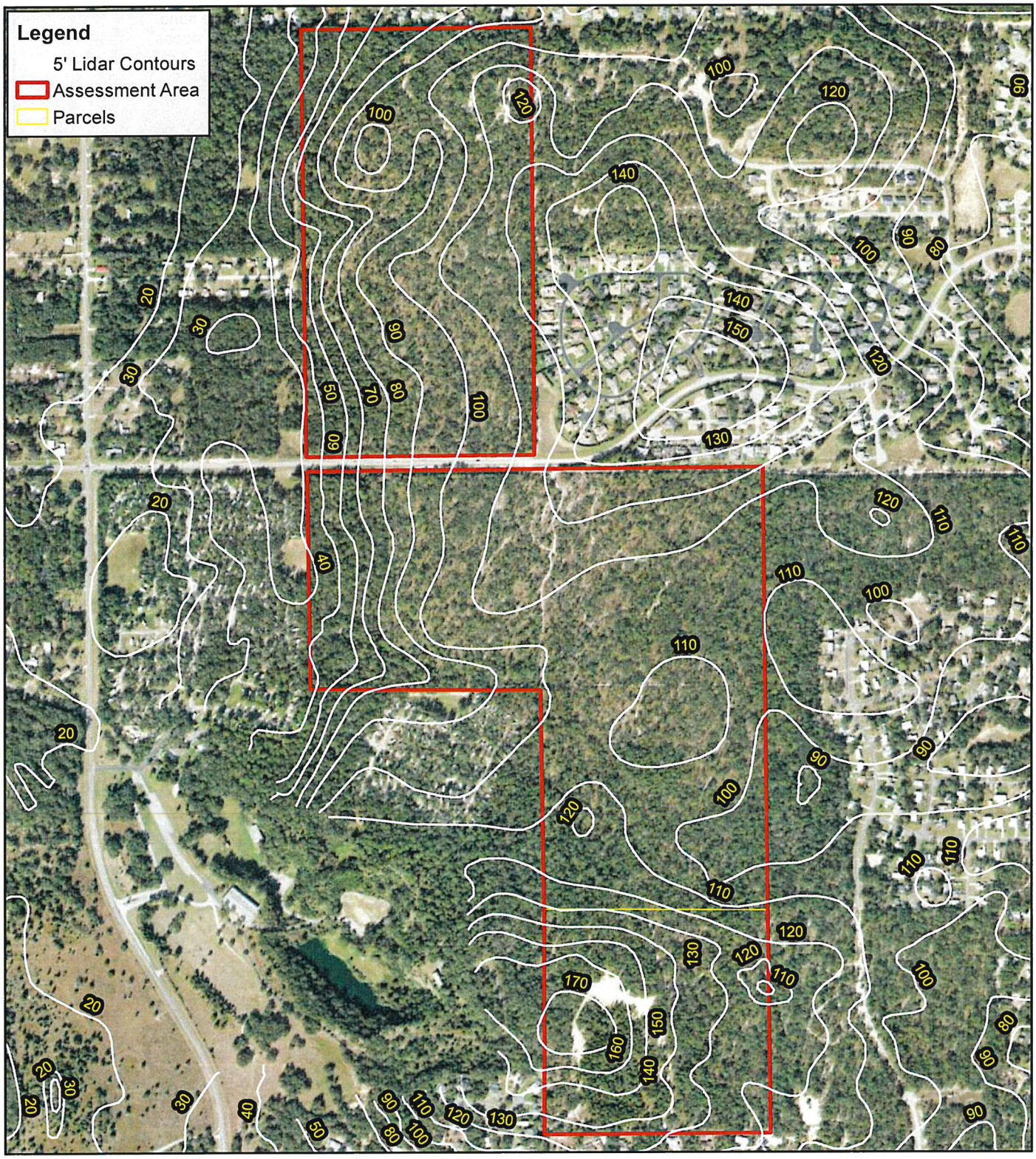
USGS 5' Lidar Contour Topography



Crystal Ridge Phases 1, 2, & 3 for Pigeon-Ardurra, LLC

241 Acres (MOL) in Crystal River, Citrus County, Florida

Data Source: ESRI, Citrus County Property Appraiser, USGS

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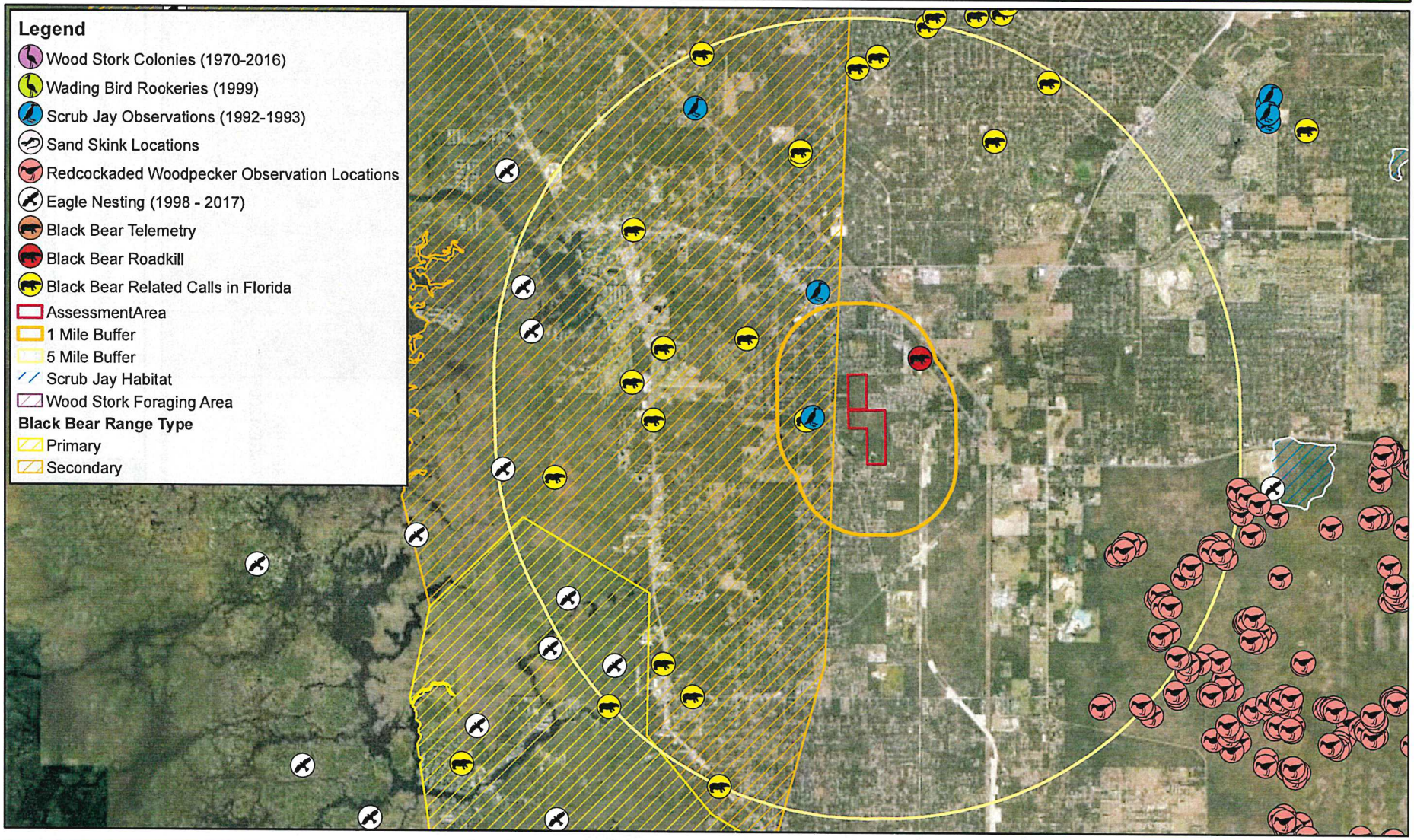
USFWS/FWC Documented Wildlife Occurrences and Habitats



Crystal Ridge Phases 1, 2, & 3
for Pigeon-Ardurra, LLC
241 Acres (MOL) in Crystal River,
Citrus County, Florida

Data Source: ESRI, CCPA, Field Results, FWC, USFWS

Compiled By: KVW

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MGC

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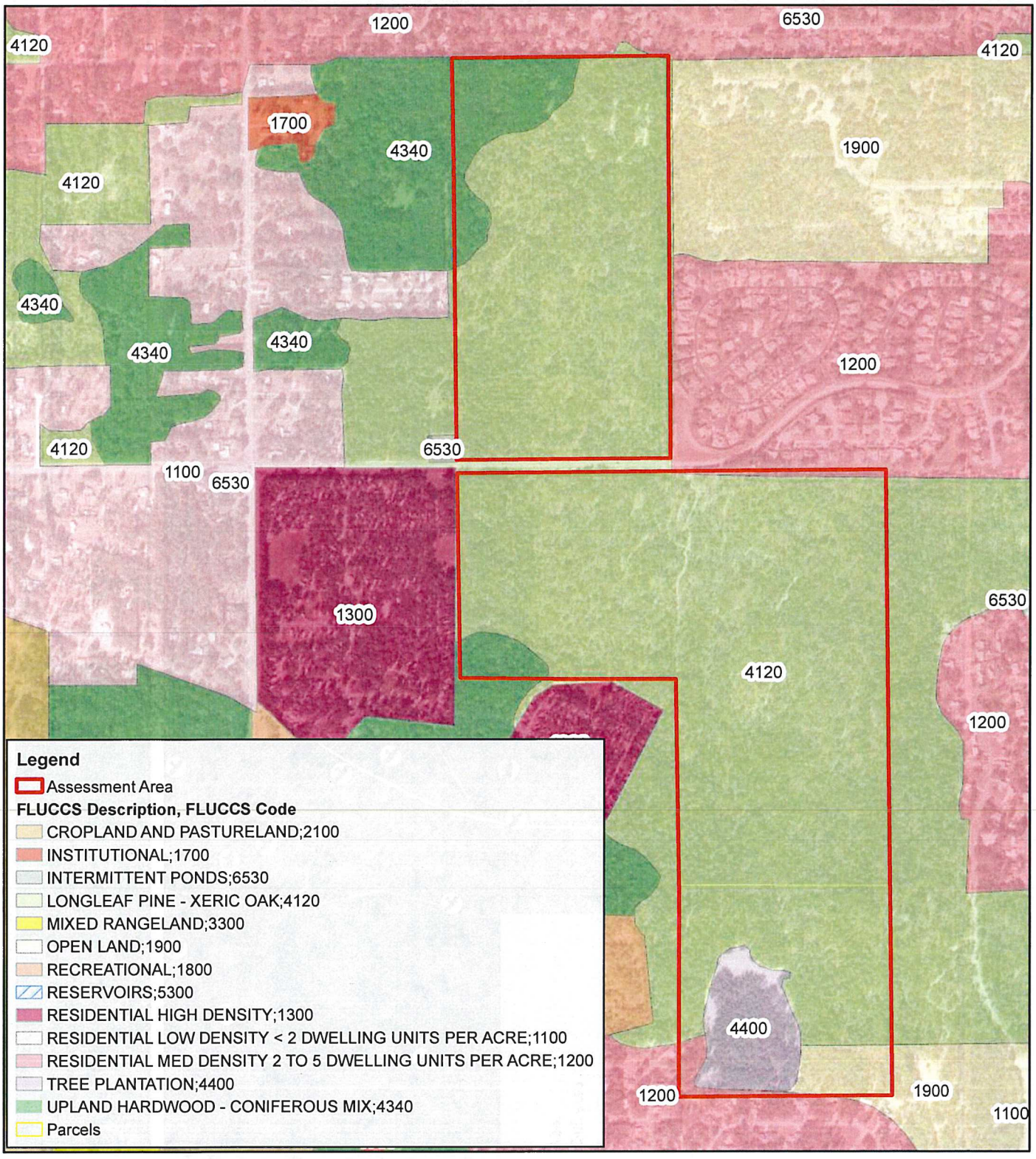
Land Use and Land Cover (2017)



Crystal Ridge Phases 1, 2, & 3
for Pigeon-Ardurra, LLC
241 Acres (MOL) in Crystal River,
Citrus County, Florida

Data Source: ESRI, Citrus County Property Appraiser, SWFWMD Compiled By: KVW

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0 250 500 1,000 1,500 2,000 2,500
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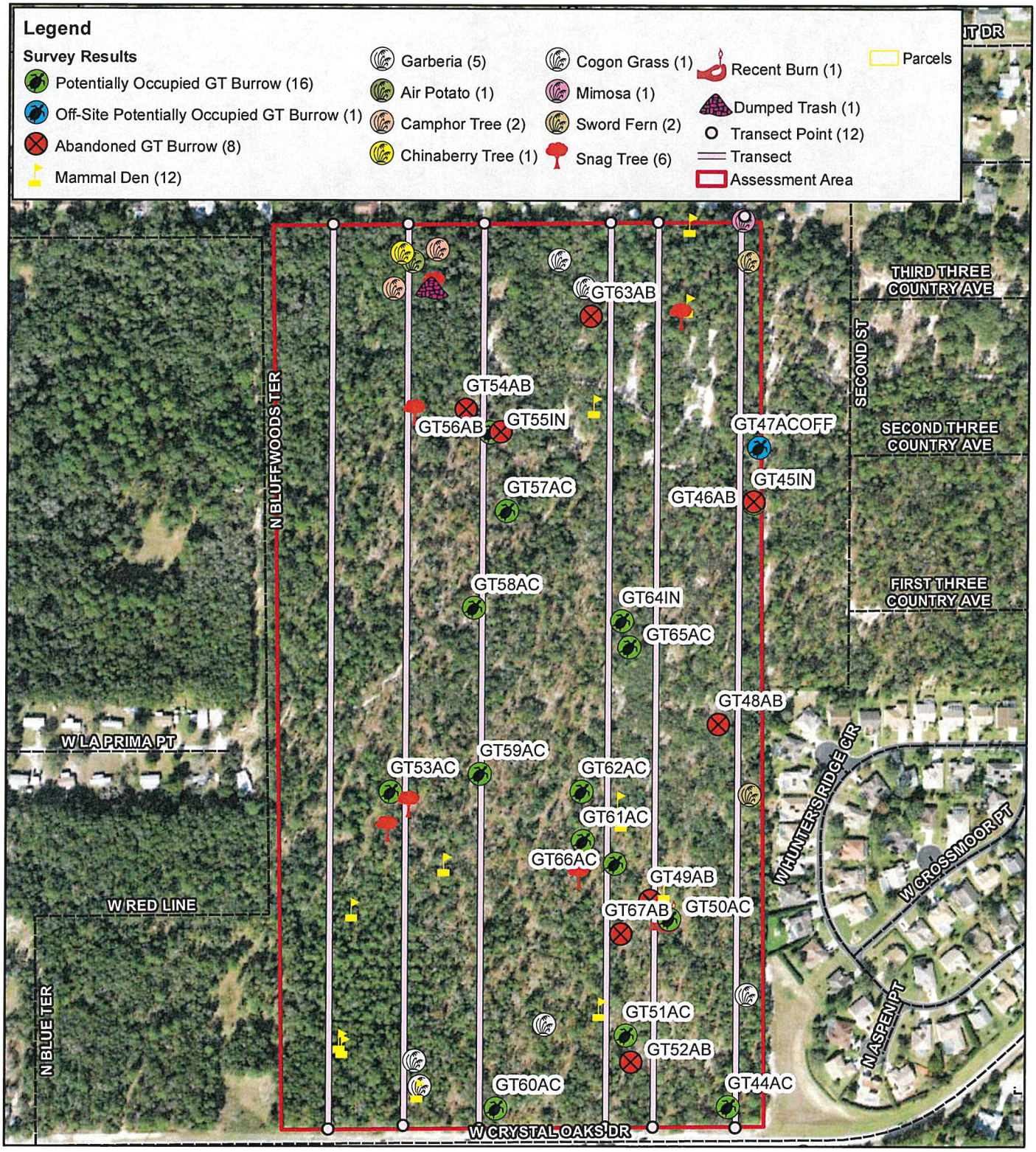
Features and Results - Map A



Crystal Ridge Phases 1, 2, & 3 for Pigeon-Ardurra, LLC

241 Acres (MOL) in Crystal River, Citrus County, Florida

Data Source: ESRI, Citrus County Property Appraiser, Field Results

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0 250 500 1,000 Feet

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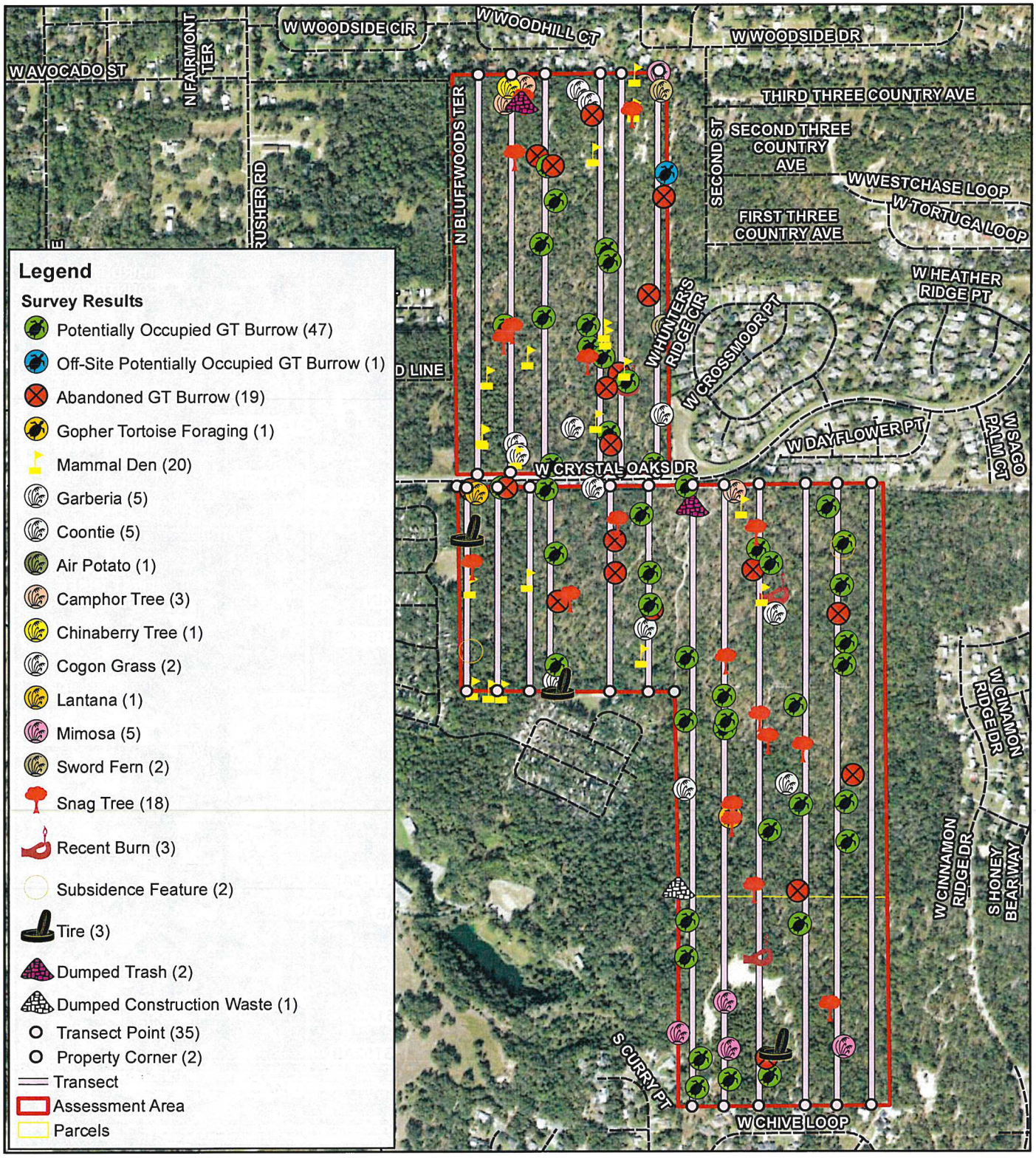
Features and Results - Overview



Crystal Ridge Phases 1, 2, & 3 for Pigeon-Ardurra, LLC

241 Acres (MOL) in Crystal River, Citrus County, Florida

Data Source: ESRI, Citrus County Property Appraiser, Field Results

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N W E S

0 250 500 1,000 1,500 2,000 2,500 Feet

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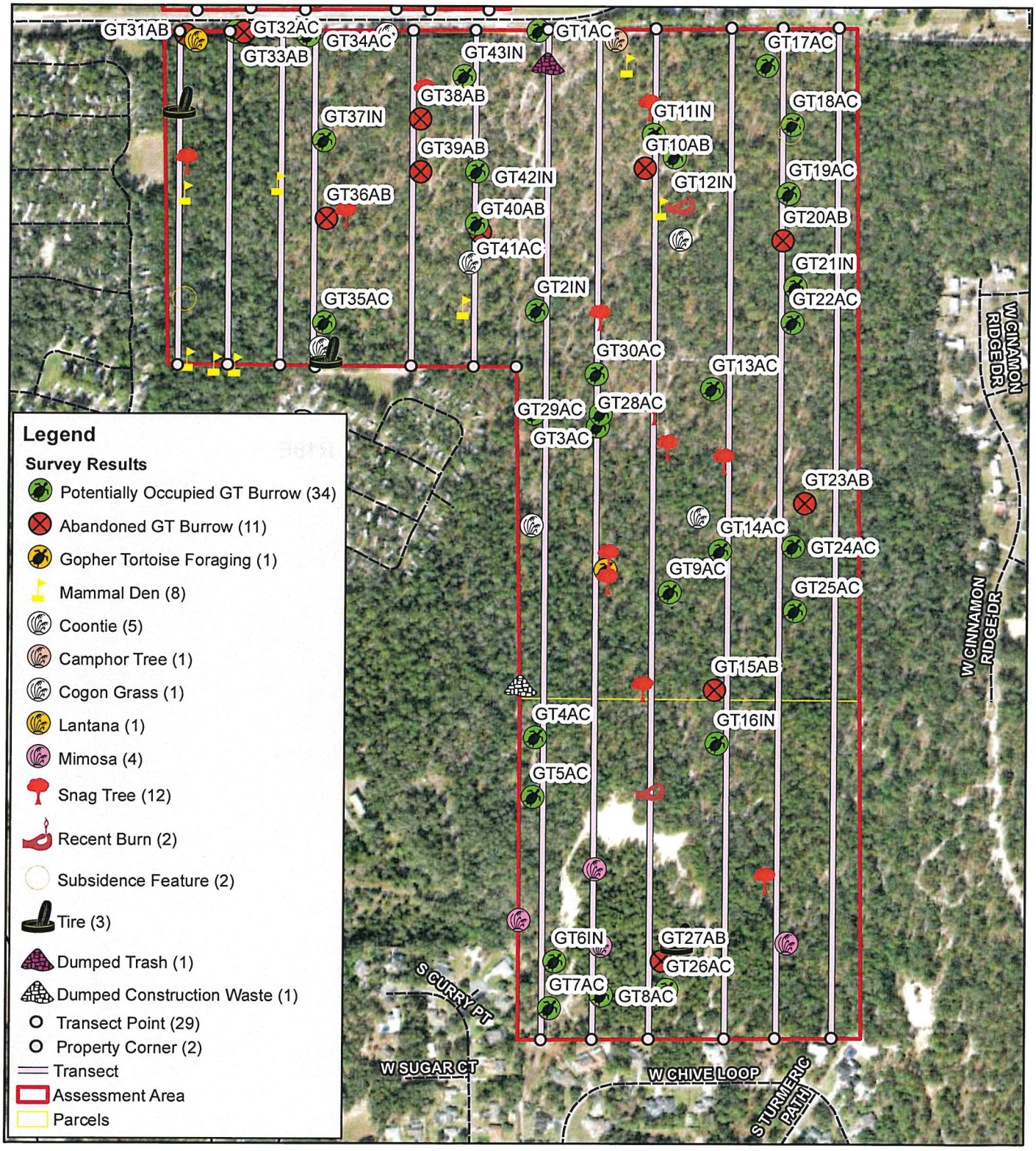
Features and Results - Map B



Crystal Ridge Phases 1, 2, & 3 for Pigeon-Ardurra, LLC

241 Acres (MOL) in Crystal River, Citrus County, Florida

Data Source: ESRI, Citrus County Property Appraiser, Field Results

Compiled By: KVW

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0 250 500 1,000 1,500 Feet

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Appendix B

Photo Documentation

Crystal Ridge Phase 1, 2 and 3
246 Acres (MOL) Located in
Section 6, T19S, R18E & Section 31, T18S, R18E
Citrus County, FL

June 2021



Photo 1. Photo of Phase 1 property frontage along W Crystal Oaks Dr



Photo 2. Photo of one of many trails intersecting the project area



Photo 3. Dumping was noted along the trails throughout the project area



Photo 4. Photo of various materials noted on-site



Photo 5. Photo of off-roading vehicle track noted in the Phase 3 project area



Photo 6. Photo of evidence of recent wildfire activity within the project area

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Photo 7. Photo of upland hardwood - coniferous mix habitat on-site



Photo 8. Photo of longleaf pine - xeric oak habitat on-site



Photo 9. Photo of tree plantation land use noted on-site



Photo 10. Photo of one of several mammal dens identified on-site



Photo 11. Photo of one of the potentially occupied gopher tortoise burrows within the project area



Photo 12. Photo of a gopher tortoise observed foraging on-site

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Appendix C

U.S. Fish and Wildlife Service – List of Threatened / Endangered Species for Citrus County, FL

Crystal Ridge Phase 1, 2 and 3
246 Acres (MOL) Located in
Section 6, T19S, R18E & Section 31, T18S, R18E
Citrus County, FL

June 2021

Federally Listed Species in Citrus County, Florida

This information is provided as a guide to project planning and is not a substitute for site-specific surveys. Such surveys may be needed to assess species' presence or absence, as well as the extent of project effects on listed species and/or designated critical habitat.

The following table lists those federally listed species known to be present in the county.
Code Key: E = Endangered, T = Threatened, CH = Critical Habitat Designated, C = Candidate

Category	Species Common Name	Species Scientific Name	Code
Mammals	West Indian (Florida) Manatee	*Trichechus manatus latirostris*	E/CH
Birds	Florida Scrub-jay	*Aphelocoma coeruluscens*	T
	Wood Stork	*Mycteria americana*	T
	Red-cockaded Woodpecker	*Picoides borealis*	E
Fish	Gulf Sturgeon	*Acipenser oxyrhynchus desotoi*	T
Reptiles	Eastern Indigo Snake	*Dymarchon corais couperi*	T
	Green Sea Turtle	*Chelonia mydas*	E
	Leatherback Sea Turtle	*Dermochelys coriacea*	E
	Loggerhead Sea Turtle	*Caretta caretta*	T
	Kemp's ridley Sea Turtle	*Lepidochelys kempii*	E
	Gopher Tortoise	*Gopherus polyphemus*	C
Amphibians	None		
Mollusks	None		
Crustaceans	None		
Plants	None		

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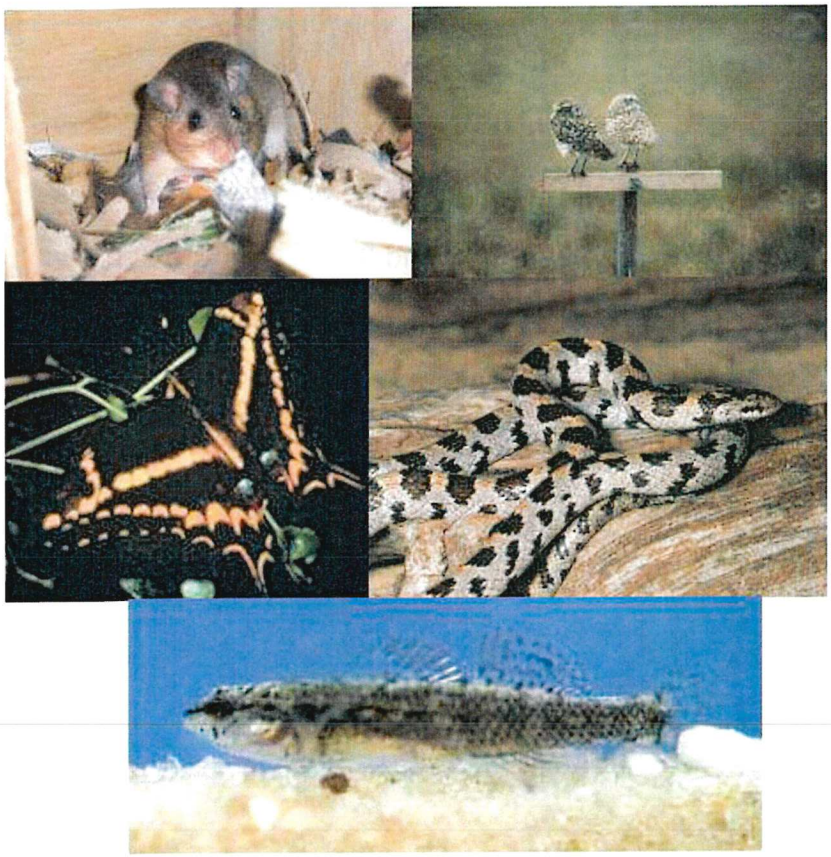
Appendix D

Florida Fish and Wildlife Conservation Commission List of Protected Species

Crystal Ridge Phase 1, 2 and 3
246 Acres (MOL) Located in
Section 6, T19S, R18E & Section 31, T18S, R18E
Citrus County, FL

June 2021

FLORIDA'S ENDANGERED AND THREATENED SPECIES



Updated December 2018

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

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PREFACE

This document provides a table and list of the State of Florida's imperiled species of wildlife. It includes species listed at the Federal level as Endangered, Threatened, Threatened Due to Similarity of Appearance, or Non-Essential Experimental by the U. S. Fish and Wildlife Service (USFWS) and National Marine Fisheries Service (NMFS). It also includes species listed at the State level as State-designated Threatened and Species of Special Concern by the Florida Fish and Wildlife Conservation Commission (FWC).

FWC is a constitutional agency, and its authority to regulate and manage most wildlife comes from the Florida constitution. FWC was created by a 1998 amendment to the State of Florida constitution merging the former Game and Fresh Water Fish Commission (GFC), a constitutional agency, the former Marine Fisheries Commission, and certain parts of the Florida Department of Environmental Protection (FDEP), both statutory agencies. At the time of the merger, there were several wildlife species, not under the constitutional authority of the GFC, for which the Florida Legislature had given some statutory authority to regulate and manage to FDEP. The authority for FWC to regulate and manage these species, listed in Rule 68A-27.0031, Florida Administrative Code (F.A.C.), comes from this statutory authority, not constitutional authority. These species are included in this document for the convenience of the user, but they are not included in rules codifying the Florida Endangered and Threatened Species List (Rule 68A-27.003, F.A.C.) or the Species of Special Concern list (Rule 68A-27.005, F.A.C.). The Federal listing status of these species shown in Rule 68A-27.0031 is that of the species in 1998 and does not reflect any status changes since that time. However, the status of these species in *this* document *does* reflect their status as of the date of this document.

In November 2010, FWC established an imperiled species management system and revised its imperiled species rules (https://www.flrules.org/gateway/ChapterHome.asp?Chapter=68A-27). All species listed by the USFWS and NMFS that occur in Florida are now included on Florida Endangered and Threatened Species List as Federally-designated Endangered, Federally-designated Threatened, Federally-designated Threatened Due to Similarity of Appearance, or Federally-designated Non-Essential Experimental population species. Species listed by the FWC are included on the Florida Endangered and Threatened Species List as State-designated Threatened species.

The revised imperiled species management system abolishes the species of special concern (SSC) category once all species on that list are reclassified as State-designated Threatened, found to not meet any of the State's listing criteria or become Federally listed. Until then, the FWC will continue to maintain a separate Species of Special Concern list. These species are included in this document.

The State lists of plants, which are designated Endangered, Threatened, and Commercially Exploited, are administered and maintained by the Florida Department of Agriculture and Consumer Services (DOACS) via Chapter 5B-40, F.A.C. This list of plants can be obtained at http://www.freshfromflorida.com/Divisions-Offices/Florida-Forest-Service/Our-Forests/Forest-Health/Florida-Statewide-Endangered-and-Threatened-Plant-Conservation-Program/Florida-s-Federally-Listed-Plant-Species.

The Federal list of Endangered and Threatened animals and plants is administered by the USFWS and is published in 50 CFR 17 (animals) and 50 CFR 23 (plants). Additional information regarding Federal listings can be located at the following websites; NMFS - http://www.nmfs.noaa.gov/pr/species/esa/listed.htm and

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USFWS - http://ecos.fws.gov/tess_public/reports/ad-hoc-species-report?kingdom=V&kingdom=I&status=E&status=T&status=EmE&status=EmT&status=EXPE&status=EXPN&status=SAE&status=SAT&mapstatus=3&ferithab=on&fstatus=on&fspecrule=on&finvpop=on&fgroup=on&header=Listed+Animals.

Common and scientific names listed first are as they appear in the Florida Administrative Code, Title 68A. Common and/or scientific names following this and located within parentheses ( ) are names as used by USFWS, or other commonly used names.

Bradley J. Gruver, Ph. D., SCP Section Leader
Natalie Montero, Assistant Listed Species Coordinator
Species Conservation Planning Section
Division of Habitat and Species Conservation
Florida Fish and Wildlife Conservation Commission

Cover Photos by FWC Staff: Key Largo Woodrat, Burrowing Owls, Okaloosa Darter, Schaus' swallowtail butterfly, Short-tailed Snake.

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NUMERICAL SUMMARY OF SPECIES

Listed by the State of Florida as Federally-designated Endangered **(FE)**, Federally-designated Threatened **(FT)**, Federally-designated Threatened due to Similarity of Appearance **[FT(S/A)]**, Federal Non-Essential Experimental Population **(FXN)**, State-designated Threatened **(ST)**, or State Species of Special Concern **(SSC)**.

STATUS DESIGNATION	FISH	AMPHIBIANS	REPTILES	BIRDS	MAMMALS	INVERTEBRATES	TOTAL
FE	3(1)[1]	1	3(3)	8	21(5)[2]	14	50(9)
FT	4(1)	1	7(2)	6	2(1)	16	36(4)
FT(S/A)	0	0	1	0	0	3	4
FXN	0	0	0	1	0	0	1
ST	6	2	9	16	4	2	39
SSC	0	0	0	0	0	1	1
TOTAL	**13(2)**	**4**	**20(5)**	**31**	**27 (6)**	**36**	**131(13)**

[1] Numbers in the parentheses are the number of species for which the FWC does not have constitutional authority. The status in Rule 68A-27.0031 is the Federal status these species had when the FWC was created by amendment to the Florida Constitution, adopted in 1998. The status of these species listed in here is their current Federal status as of December 2018.

[2] There is one additional species included in Rule 68A-27.0031 as a species for which the FWC does not have constitutional authority. This species is not included here because it has been determined to be extinct.

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FLORIDA'S ENDANGERED AND THREATENED SPECIES LIST

VERTEBRATES

FISH

Common Name	Scientific Name	Status
Atlantic sturgeon	*Acipenser oxyrinchus oxyrinchus*	FE
Blackmouth shiner	*Notropis melanostomus*	ST
Bluenose shiner	*Pteronotropis welaka*	ST
Crystal darter	*Crystallaria asprella*	ST
Giant manta ray	*Manta birostris*	FT
Gulf sturgeon	*Acipenser oxyrinchus [=oxyrhynchus] desotoi*	FT[1]
Key silverside	*Menidia conchorum*	ST
Nassau grouper	*Epinephelus striatus*	FT
Okaloosa darter	*Etheostoma okalossae*	FT
Saltmarsh topminnow	*Fundulus jenkinsi*	ST
Shortnose sturgeon	*Acipenser brevirostrum*	FE[1]
Smalltooth sawfish	*Pristis pectinate*	FE
Southern tessellated darter	*Etheostoma olmstedi maculaticeps*	ST

AMPHIBIANS

Common Name	Scientific Name	Status
Florida bog frog	*Lithobates okaloosae*	ST
Frosted flatwoods salamander	*Ambystoma cingulatum*	FT
Georgia blind salamander	*Eurycea wallacei*	ST
Reticulated flatwoods salamander	*Ambystoma bishopi*	FE

REPTILES

Common Name	Scientific Name	Status
American alligator	*Alligator mississippiensis*	FT(S/A)
American crocodile	*Crocodylus acutus*	FT
Atlantic salt marsh snake	*Nerodia clarkii taeniata*	FT
Barbour's map turtle	*Graptemys barbouri*	ST
Bluetail mole skink	*Plestiodon egregius lividus*	FT
Eastern indigo snake	*Drymarchon corais couperi*	FT
Florida brown snake	*Storeria victa*	ST[3]

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Common Name	Scientific Name	Status
Florida Keys mole skink	*Plestiodon egregius egregius*	ST
Florida pine snake	*Pituophis melanoleucus mugitus*	ST
Gopher tortoise	*Gopherus polyphemus*	ST
Green sea turtle	*Chelonia mydas*	FT[1]
Hawksbill sea turtle	*Eretmochelys imbricata*	FE[1]
Kemp's ridley sea turtle	*Lepidochelys kempii*	FE[1]
Key ringneck snake	*Diadophis punctatus acricus*	ST
Leatherback sea turtle	*Dermochelys coriacea*	FE[1]
Loggerhead sea turtle	*Caretta caretta*	FT[1]
Rim rock crowned snake	*Tantilla oolitica*	ST
Sand skink	*Plestiodon reynoldsi*	FT
Short-tailed snake	*Lampropeltis extenuate*	ST
Suwannee alligator snapping turtle	*Marcochelys suwanniensis*	ST

BIRDS

Common Name	Scientific Name	Status
American oystercatcher	*Haematopus palliatus*	ST
Audubon's crested caracara	*Polyborus plancus audubonii*	FT
Bachman's wood warbler	*Vermivora bachmanii*	FE
Black skimmer	*Rynchops niger*	ST
Cape Sable seaside sparrow	*Ammodramus maritimus mirabilis*	FE
Eskimo curlew	*Numenius borealis*	FE
Everglade snail kite	*Rostrhamus sociabilis plumbeus*	FE
Florida burrowing owl	*Athene cunicularia floridana*	ST
Florida grasshopper sparrow	*Ammodramus savannarum floridanus*	FE
Florida sandhill crane	*Antigone canadensis pratensis*	ST
Florida scrub-jay	*Aphelocoma coerulescens*	FT
Ivory-billed woodpecker	*Campephilus principalis*	FE
Kirtland's warbler (Kirtland's wood warbler)	*Setophaga kirtlandii (Dendroica kirtlandii)*	FE
Least tern	*Sternula antillarum*	ST
Little blue heron	*Egretta caerulea*	ST
Marian's marsh wren	*Cistothorus palustris marianae*	ST
Piping plover	*Charadrius melodus*	FT
Red-cockaded woodpecker	*Picoides borealis*	FE

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Common Name	Scientific Name	Status
Reddish egret	*Egretta rufescens*	ST
Roseate spoonbill	*Platalea ajaja*	ST
Roseate tern	*Sterna dougallii dougallii*	FT
Rufa red knot	*Calidris canutus rufa*	FT
Scott's seaside sparrow	*Ammodramus maritimus peninsulae*	ST
Snowy plover	*Charadrius nivosus*	ST
Southeastern American kestrel	*Falco sparverius paulus*	ST
Tricolored heron	*Egretta tricolor*	ST
Wakulla seaside sparrow	*Ammodramus maritimus juncicola*	ST
White-crowned pigeon	*Patagioenas leucocephala*	ST
Whooping crane	*Grus americana*	FXN
Worthington's marsh wren	*Cistothorus palustris griseus*	ST
Wood stork	*Mycteria americana*	FT

MAMMALS

Common Name	Scientific Name	Status
Anastasia Island beach mouse	*Peromyscus polionotus phasma*	FE
Big Cypress fox squirrel	*Sciurus niger avicennia*	ST
Choctawhatchee beach mouse	*Peromyscus polionotus allophrys*	FE
Everglades mink	*Neovison vison evergladensis*	ST
Finback whale	*Balaenoptera physalus*	FE[1]
Florida bonneted bat	*Eumops floridanus*	FE
Florida panther	*Puma [=Felis] concolor coryi*	FE
Florida salt marsh vole	*Microtus pennsylvanicus dukecampbelli*	FE
Gray bat	*Myotis grisescens*	FE
Gray wolf	*Canis lupus*	FE[2]
Humpback whale	*Megaptera novaeangliae*	FE[1]
Indiana bat	*Myotis sodalis*	FE
Key deer	*Odocoileus virginianus clavium*	FE
Key Largo cotton mouse	*Peromyscus gossypinus allapaticola*	FE
Key Largo woodrat	*Neotoma floridana smalli*	FE
Lower Keys rabbit	*Sylvilagus palustris hefneri*	FE
North Atlantic right whale	*Eubalaena glacialis*	FE[1]
Perdido Key beach mouse	*Peromyscus polionotus trissyllepsis*	FE
Red wolf	*Canis rufus*	FE

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Common Name	Scientific Name	Status
Rice rat	*Oryzomys palustris natator*	FE[3]
Sanibel Island rice rat	*Oryzomys palustris sanibeli*	ST
Sei whale	*Balaenoptera borealis*	FE[1]
Sherman's short-tailed shrew	*Blarina shermani*	ST
Southeastern beach mouse	*Peromyscus polionotus niveiventris*	FT
Sperm whale	*Physeter macrocephalus*	FE[1]
St. Andrew beach mouse	*Peromyscus polionotus peninsularis*	FE
West Indian manatee (Florida manatee)	*Trichechus manatus* (*Trichechus manatus latirostris*)	FT[1]

INVERTEBRATES

CORALS

Common Name	Scientific Name	Status
Boulder star coral	*Orbicella franksi*	FT
Elkhorn coral	*Acropora palmata*	FT
Lobed star coral	*Orbicella annularis*	FT
Mountainous star coral	*Orbicella faveolata*	FT
Pillar coral	*Dendrogyra cylindricus*	FT
Rough cactus coral	*Mycetophyllia ferox*	FT
Staghorn coral	*Acropora cervicornis*	FT

CRUSTACEANS

Common Name	Scientific Name	Status
Black Creek crayfish	*Procambarus pictus*	ST
Panama City crayfish	*Procambarus econfinae*	SSC
Santa Fe cave crayfish	*Procambarus erythrops*	ST
Squirrel Chimney Cave shrimp	*Palaemonetes cummingi*	FT

INSECTS

Common Name	Scientific Name	Status
American burying beetle	*Nicrophorus americanus*	FE
Bartram's scrub-hairstreak	*Strymon acis bartrami*	FE
Cassius blue butterfly	*Leptotes cassius theonus*	FT(S/A)

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Common Name	Scientific Name	Status
Ceraunus blue butterfly	*Hemiargus ceraunus antibubastus*	FT(S/A)
Florida leafwing	*Anaea troglodyta floridalis*	FE
Miami blue butterfly	*Cyclargus thomasi bethunebakeri*	FE
Miami tiger beetle	*Cicindelidia floridana*	FE
Nickerbean blue butterfly	*Cyclargus ammon*	FT(S/A)
Schaus swallowtail butterfly	*Heraclides aristodemus ponceanus*	FE

MOLLUSKS

Common Name	Scientific Name	Status
Chipola slabshell (mussel)	*Elliptio chipolaensis*	FT
Choctaw bean	*Villosa choctawensis*	FE
Fat threeridge (mussel)	*Amblema neislerii*	FE
Fuzzy pigtoe	*Pleurobema strodeanum*	FT
Gulf moccasinshell (mussel)	*Medionidus penicillatus*	FE
Narrow pigtoe	*Fusconaia escambia*	FT
Ochlockonee moccasinshell (mussel)	*Medionidus simpsonianus*	FE
Oval pigtoe (mussel)	*Pleurobema pyriforme*	FE
Purple bankclimber (mussel)	*Elliptoideus sloatianus*	FT
Round ebonyshell	*Fusconaia rotulata*	FE
Shinyrayed pocketbook (mussel)	*Lampsilis subangulata*	FE
Southern kidneyshell	*Ptychobranchus jonesi*	FE
Southern sandshell	*Hamiota australis*	FT
Stock Island tree snail	*Orthalicus reses [not incl. nesodryas]*	FT
Suwannee moccasinshell	*Medionidus walkeri*	FT
Tapered pigtoe	*Fusconaia burki*	FT

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KEY TO ABBREVIATIONS AND NOTATIONS

List Abbreviations

FWC	Florida Fish and Wildlife Conservation Commission
FE	Federally-designated Endangered
FT	Federally-designated Threatened
FXN	Federally-designated Threatened Nonessential Experimental Population
FT(S/A)	Federally-designated Threatened species due to similarity of appearance
ST	State-designated Threatened
SSC	State Species of Special Concern

List Notations

[1] A species for which the FWC does not have constitutional authority.
[2] Not documented in Florida.
[3] Lower Keys population only.

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LISTING CHANGES SINCE 2010

The Florida black bear was removed from Florida's Endangered and Threatened Species List on August 23, 2012 after approval by the Commission at the June 2012 Commission meeting. A new Florida Black Bear Management Plan was also approved at this meeting.

The Miami blue butterfly was emergency listed as Endangered by the USFWS on August 10, 2011. On April 6, 2012, the Miami blue was officially listed as Endangered by the USFWS. Effective September 19, 2012 the FWC listed the Miami blue butterfly as Federally-designated Endangered on Florida's Endangered and Threatened Species List.

The Cassius blue butterfly, ceraunus blue butterfly, and nickerbean blue butterfly were emergency listed as Threatened Due to Similarity of Appearance to the Miami blue by the USFWS on August 10, 2011. On April 6, 2012, these three species were officially listed as Threatened Due to Similarity of Appearance to the Miami blue by the USFWS. These three species were listed on Florida's Endangered and Threatened Species List as Federally-designated Threatened by Similarity of Appearance to the Miami blue butterfly effective September 19, 2012, and as such only the following prohibitions apply to these three species:

a. Incidental take, that is, take that results from, but is not a purpose of, carrying out an otherwise lawful activity will not apply to cassius blue butterfly, ceraunus blue butterfly, and nickerbean blue butterfly.
b. Collection of the cassius blue butterfly, ceraunus blue butterfly, and nickerbean blue butterfly is prohibited in coastal counties south of Interstate 4 and extending to the boundaries of the State of Florida at the endpoints of Interstate 4 at Tampa and Daytona Beach. Specifically, such activities are prohibited in the following counties: Brevard, Broward, Charlotte, Collier, De Soto, Hillsborough, Indian River, Lee, Manatee, Pinellas, Sarasota, St. Lucie, Martin, Miami-Dade, Monroe, Palm Beach, and Volusia

The Okaloosa darter was reclassified by the USFWS effective May 2, 2011 from Endangered to Threatened. A special rule under Section 4d of the Endangered Species Act was also adopted that allows Eglin Air Force Base to continue activities with a reduced regulatory burden and will provide a net benefit to the Okaloosa darter. FWC reclassified the darter from Federally-designated Endangered to Federally-designated Threatened on September 19, 2012.

The Atlantic sturgeon was listed as Endangered by the NMFS on April 6, 2012. FWC reclassified the fish from Species of Special Concern to Federally-designated Threatened on September 19, 2012.

On October 10, 2012, the USFWS listed the round ebonyshell, southern kidneyshell, and Choctaw bean as Endangered. All three muscles were listed as Federally-designated Endangered by the FWC on June 10, 2015.

The USFWS listed the tapered pigtoe, narrow pigtoe, southern sandshell, and fuzzy pigtoe as Threatened on October 12, 2012. All four mussels were listed as Federally-designated Threatened by the FWC on June 10, 2015.

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The Florida bonneted bat was listed as Endangered by the USFWS on October 2, 2013 after receiving a petition for emergency listing in January 2010. FWC reclassified this bat species from State-designated Threatened to Federally-designated Endangered on June 10, 2015.

The wood stork was reclassified by the USFWS on June 30, 2014, from Endangered to Threatened. FWC reclassified the wood stork to Federally-designated Threatened on June 10, 2015.

The Florida leafwing and Bartram's scrub-hairstreak butterfly were listed as Endangered by the USFWS on September 11, 2014. Both species were listed by the FWC as Federally-designated Endangered on June 10, 2015.

The pillar coral was listed as Threatened by the USFWS on November 13, 2014. FWC reclassified the coral from State-designated Threatened to Federally-designated Threatened on June 10, 2015.

The rufa red knot was listed as Threatened by USFWS on January 12, 2015, and listed by FWC as Federally-designated Threatened on June 10, 2015.

The Miami tiger beetle was listed as Endangered by the USFWS on November 4, 2016 and listed by FWC as Federally-designated Endangered on or about June 12, 2017.

The Suwannee moccasinshell was listed as Threatened by the USFWS on November 7, 2016 and listed by FWC as Federally-designated Endangered on or about June 12, 2017.

On January 11, 2017, the State listing status changes that were proposed in 2011 as part of the newly implemented imperiled species management system became official after the approval of Florida's Imperiled Species Management Plan by FWC Commissioners.

- 15 species were removed from Florida's Endangered and Threatened Species List: Eastern chipmunk, Florida mouse, brown pelican, limpkin, snowy egret, white ibis, peninsula ribbon snake (Lower Keys population), red rat snake Lower Keys population), striped mud turtle (Lower Keys population), Suwannee cooter, gopher frog, Pine Barrens tree frog, Lake Eustis pupfish, mangrove rivulus, and Florida tree snail.
- 23 species changed from State-designated Species of Special Concern to State-designated Threatened species: Sherman's short-tailed shrew, Sanibel rice rat, little blue heron, tricolored heron, reddish egret, roseate spoonbill, American oystercatcher, black skimmer, Florida burrowing owl, Marian's marsh wren, Worthington's Marsh wren, Scott's seaside sparrow, Wakulla seaside sparrow, Barbour's map turtle, Florida Keys mole skink, Florida pine snake, Georgia blind salamander, Florida bog frog, bluenose shiner, saltmarsh top minnow, Southern tessellated darter, Santa Fe crayfish, and Black Creek crayfish.
- 14 species maintain their State-designated Threatened status: Everglades mink, Big Cypress fox squirrel, Florida sandhill crane, snowy plover, least tern, white-crowned pigeon, Southeastern American kestrel, Florida brown snake (Lower Keys population), Key ringneck snake, short-tailed snake, rim rock crowned snake, Key silverside, blackmouth shiner, and crystal darter. Five species remain listed as State-designated

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Species of Special Concern: (list species): Homosassa shrew, Sherman's fox squirrel, osprey (Monroe County population), alligator snapping turtle, and harlequin darter.

On December 23, 2018, the State listing status changes that were proposed in 2011 as part of the newly implemented imperiled species management system became official after the approval of Florida's Imperiled Species Management Plan by FWC Commissioners.

- Four species were removed from Florida's Endangered and Threatened Species List as State Species of Special Concern: Harlequin darter, Osprey (Monroe County population), Homosassa shrew, and Sherman's fox squirrel.
- The Alligator snapping turtle was taxonomically reclassified into three subspecies. The Suwannee alligator snapping turtle was listed as a State-designated Threatened species.
- Two species were listed as Federally-designated Threatened species: Giant manta ray and Nassau grouper.
- Three species had changes in their scientific names: Short tailed snake, Bluetail mole skink, Florida Keys mole skink, and Sand skink.

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Appendix E

FNAI Tracking List of Listed / Ranked Floral Species in Citrus County, FL

Crystal Ridge Phase 1, 2 and 3
246 Acres (MOL) Located in
Section 6, T19S, R18E & Section 31, T18S, R18E
Citrus County, FL

June 2021

Scientific Name	Common Name	Global Rank	State Rank	Federal Status	State Status
Adiantum tenerum	brittle maidenhair fern	G5	S3		E
Agrimonia incisa	incised groove-bur	G3	S2		T
Asplenium erosum	auricled spleenwort	G5	S2		E
Asplenium pumilum	dwarf spleenwort	G5	S1		E
Asplenium verecundum	modest spleenwort	G1	S1		E
Asplenium x curtissii	Curtiss' spleenwort	GNA	S1		N
Asplenium x heteroresiliens	Morzenti's spleenwort	G2	S1		N
Blechnum occidentale var. minor	hammock fern	G5TNR	S1		E
Centrosema arenicola	sand butterfly pea	G2Q	S2		E
Chionanthus pygmaeus	pygmy fringe tree	G2G3	S2S3	E	E
Glandularia maritima	coastal vervain	G3	S3		E
Glandularia tampensis	Tampa vervain	G2	S2		E
Gymnopogon chapmanianus	Chapman's skeletongrass	G3	S3		N
Justicia cooleyi	Cooley's water-willow	G2Q	S2	E	E
Matelea floridana	Florida spiny-pod	G2	S2		E
Mesadenus lucayanus	Florida Keys ladies'-tresses	GNR	S1S2		E
Monotropsis reynoldsiae	pygmy pipes	G1	S1		E
Myriopteris microphylla	southern lip fern	G5	S3		E
Nymphaea jamesoniana	sleeping beauty waterlily	G5	S2S3		E
Pavonia spinifex	yellow hibiscus	G4G5	S2		N
Pecluma dispersa	widespread polypody	G5	S2		E
Pecluma plumula	plume polypody	G5	S2		E
Pecluma ptilota var. bourgeauana	comb polypody	G5TNR	S2		E
Peperomia humilis	terrestrial peperomia	G5	S2		E
Pteroglossaspis ecristata	giant orchid	G2G3	S2		T
Stylisma abdita	scrub stylisma	G3	S3		E
Thelypteris reptans	creeping maiden fern	G5	S2		E
Trichomanes petersii	Peters' bristle fern	G4G5	S1S2		N
Trichomanes punctatum ssp. floridanum	Florida filmy fern	G4G5T1	S1	E	E
Triphora craigheadii	Craighead's nodding-caps	G1	S1		E
Triphora rickettii	Rickett's nodding-caps	G1	S1		N

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Appendix F

U.S. Fish and Wildlife Service – Eastern Indigo Snake Standard Protection Measures

Crystal Ridge Phase 1, 2 and 3
246 Acres (MOL) Located in
Section 6, T19S, R18E & Section 31, T18S, R18E
Citrus County, FL

June 2021

STANDARD PROTECTION MEASURES FOR THE EASTERN INDIGO SNAKE

U.S. Fish and Wildlife Service
August 12, 2013

The eastern indigo snake protection/education plan (Plan) below has been developed by the U.S. Fish and Wildlife Service (USFWS) in Florida for use by applicants and their construction personnel. At least **30 days prior** to any clearing/land alteration activities, the applicant shall notify the appropriate USFWS Field Office via e-mail that the Plan will be implemented as described below (North Florida Field Office: jaxregs@fws.gov; South Florida Field Office: verobeach@fws.gov; Panama City Field Office: panamacity@fws.gov). As long as the signatory of the e-mail certifies compliance with the below Plan (including use of the attached poster and brochure), no further written confirmation or "approval" from the USFWS is needed and the applicant may move forward with the project.

If the applicant decides to use an eastern indigo snake protection/education plan other than the approved Plan below, written confirmation or "approval" from the USFWS that the plan is adequate must be obtained. At least 30 days prior to any clearing/land alteration activities, the applicant shall submit their unique plan for review and approval. The USFWS will respond via email, typically within 30 days of receiving the plan, either concurring that the plan is adequate or requesting additional information. A concurrence e-mail from the appropriate USFWS Field Office will fulfill approval requirements.

The Plan materials should consist of: 1) a combination of posters and pamphlets (see **Poster Information** section below); and 2) verbal educational instructions to construction personnel by supervisory or management personnel before any clearing/land alteration activities are initiated (see **Pre-Construction Activities** and **During Construction Activities** sections below).

POSTER INFORMATION

Posters with the following information shall be placed at strategic locations on the construction site and along any proposed access roads (a final poster for Plan compliance, to be printed on 11" x 17" or larger paper and laminated, is attached):

DESCRIPTION: The eastern indigo snake is one of the largest non-venomous snakes in North America, with individuals often reaching up to 8 feet in length. They derive their name from the glossy, blue-black color of their scales above and uniformly slate blue below. Frequently, they have orange to coral reddish coloration in the throat area, yet some specimens have been reported to only have creamcoloration on the throat. These snakes are not typically aggressive and will attempt to crawl away when disturbed. Though indigo snakes rarely bite, they should NOT be handled.

SIMILAR SNAKES: The black racer is the only other solid black snake resembling the eastern indigo snake. However, black racers have a white or creamchin, thinner bodies, and WILL BITE if handled.

LIFE HISTORY: The eastern indigo snake occurs in a wide variety of terrestrial habitat types

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throughout Florida. Although they have a preference for uplands, they also utilize some wetlands and agricultural areas. Eastern indigo snakes will often seek shelter inside gopher tortoise burrows and other below- and above-ground refugia, such as other animal burrows, stumps, roots, and debris piles. Females may lay from 4 - 12 white eggs as early as April through June, with young hatching in late July through October.

PROTECTION UNDER FEDERAL AND STATE LAW: The eastern indigo snake is classified as a Threatened species by both the USFWS and the Florida Fish and Wildlife Conservation Commission. "Taking" of eastern indigo snakes is prohibited by the Endangered Species Act without a permit. "Take" is defined by the USFWS as an attempt to kill, harm, harass, pursue, hunt, shoot, wound, trap, capture, collect, or engage in any such conduct. Penalties include a maximum fine of $25,000 for civil violations and up to $50,000 and/or imprisonment for criminal offenses, if convicted.

Only individuals currently authorized through an issued Incidental Take Statement in association with a USFWS Biological Opinion, or by a Section 10(a)(1)(A) permit issued by the USFWS, to handle an eastern indigo snake are allowed to do so.

IF YOU SEE A LIVE EASTERN INDIGO SNAKE ON THE SITE:

- Cease clearing activities and allow the live eastern indigo snake sufficient time to move away from the site without interference;
  Personnel must NOT attempt to touch or handle snake due to protected status.
- Take photographs of the snake, if possible, for identification and documentation purposes.
- Immediately notify supervisor or the applicant's designated agent, **and** the appropriate USFWS office, with the location information and condition of the snake.
- If the snake is located in a vicinity where continuation of the clearing or construction activities will cause harm to the snake, the activities must halt until such time that a representative of the USFWS returns the call (within one day) with further guidance as to when activities may resume.

IF YOU SEE A DEAD EASTERN INDIGO SNAKE ON THE SITE:

- Cease clearing activities and immediately notify supervisor or the applicant's designated agent, **and** the appropriate USFWS office, with the location information and condition of the snake.
- Take photographs of the snake, if possible, for identification and documentation purposes.
- Thoroughly soak the dead snake in water and then freeze the specimen. The appropriate wildlife agency will retrieve the dead snake.

Telephone numbers of USFWS Florida Field Offices to be contacted if a live or dead eastern indigo snake is encountered:

North Florida Field Office – (904) 731-3336
Panama City Field Office – (850) 769-0552
South Florida Field Office – (772) 562-3909

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PRE-CONSTRUCTION ACTIVITIES

1. The applicant or designated agent will post educational posters in the construction office and throughout the construction site, including any access roads. The posters must be clearly visible to all construction staff. A sample poster is attached.

2. Prior to the onset of construction activities, the applicant/designated agent will conduct a meeting with all construction staff (annually for multi-year projects) to discuss identification of the snake, its protected status, what to do if a snake is observed within the project area, and applicable penalties that may be imposed if state and/or federal regulations are violated. An educational brochure including color photographs of the snake will be given to each staff member in attendance and additional copies will be provided to the construction superintendent to make available in the onsite construction office (a final brochure for Plan compliance, to be printed double-sided on 8.5" x 11" paper and then properly folded, is attached). Photos of eastern indigo snakes may be accessed on USFWS and/or FWC websites.

3. Construction staff will be informed that in the event that an eastern indigo snake (live or dead) is observed on the project site during construction activities, all such activities are to cease until the established procedures are implemented according to the Plan, which includes notification of the appropriate USFWS Field Office. The contact information for the USFWS is provided on the referenced posters and brochures.

DURING CONSTRUCTION ACTIVITIES

1. During initial site clearing activities, an onsite observer may be utilized to determine whether habitat conditions suggest a reasonable probability of an eastern indigo snake sighting (example: discovery of snake sheds, tracks, lots of refugia and cavities present in the area of clearing activities, and presence of gopher tortoises and burrows).

2. If an eastern indigo snake is discovered during gopher tortoise relocation activities (i.e. burrow excavation), the USFWS shall be contacted within one business day to obtain further guidance which may result in further project consultation.

3. Periodically during construction activities, the applicant's designated agent should visit the project area to observe the condition of the posters and Plan materials, and replace them as needed. Construction personnel should be reminded of the instructions (above) as to what is expected if any eastern indigo snakes are seen.

POST CONSTRUCTION ACTIVITIES

Whether or not eastern indigo snakes are observed during construction activities, a monitoring report should be submitted to the appropriate USFWS Field Office within 60 days of project completion. The report can be sent electronically to the appropriate USFWS e-mail address listed on page one of this Plan.

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Appendix G

Invasive Exotic Plant Reference Material

Crystal Ridge Phase 1, 2 and 3
246 Acres (MOL) Located in
Section 6, T19S, R18E & Section 31, T18S, R18E
Citrus County, FL

June 2021

UF IFAS Extension UNIVERSITY of FLORIDA

SS AGR 164

Natural Area Weeds: Air Potato (*Dioscorea bulbifera*)[1]

K. A. Langeland and S. F. Enloe[2]

Introduction

Plants provide us with food and fiber, decorate our yards and gardens, and provide habitat for wildlife. However, when plants grow where they are not wanted, we call them weeds. To home owners, weeds may be unwanted plants in lawns or gardens. To farmers, weeds are plants that interfere with raising crops or livestock. To biologists who manage natural areas, weeds are plants that interfere with the functions of natural communities.

Natural area weeds are often exotic plant species (plants whose natural range does not include Florida and were brought here after European contact, about 1500 A.D.) that have become naturalized (capable of reproducing outside of cultivation). Invasive exotic plants are weeds that alter the functions and value of natural areas by displacing native species (plants whose natural range included Florida at the time of European contact) and disrupting ecosystem services. Natural area managers must remove invasive exotic plant species to maintain the integrity of natural areas.

Air potato is an invasive plant species in Florida that should be removed from public and private properties to help protect the state's natural areas. It has been listed by the Florida Exotic Pest Plant Council as one of Florida's most invasive plant species since 1993 and was added to the Florida Noxious Weed List by the Florida Department of Agriculture and Consumer Services in 1999 (5b-57.007 FAC). Plants on the Florida Noxious Weed List may not be introduced, possessed, moved, or released without a permit.

Impacts

Air potato can quickly engulf native vegetation in natural areas, climbing high into mature tree canopies (Figure 1). It produces large numbers of bulbils (aerial tubers), which facilitate its spread and make it extremely difficult to eliminate because new plants sprout from even very small bulbils. It invades a variety of habitats, including pinelands and hammocks of natural areas (Langeland et al. 2008).

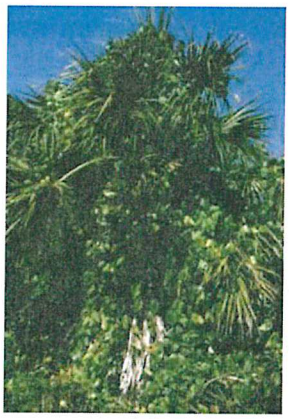

Figure 1. Air potato vine engulfing native cabbage palm.
Credits: Ken Langeland, UF/IFAS

1. This document is SS AGR 164, one of a series of the Agronomy Department, UF/IFAS Extension. Original publication date May 2001. Revised March 2008 and December 2017. Visit the EDIS website at http://edis.ifas.ufl.edu.

2. K. A. Langeland, professor; and S. F. Enloe, associate professor, Agronomy Department, Center for Aquatic and Invasive Plants; UF/IFAS Extension, Gainesville, FL 32611. M. J. Meisenburg, contributed to the original publication.

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U.S. Department of Agriculture, UF/IFAS Extension Service, University of Florida, IFAS, Florida A & M University Cooperative Extension Program, and Boards of County Commissioners Cooperating. Nick T. Place, dean for UF/IFAS Extension.

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Distribution

Native to tropical Asia and sub-Saharan Africa, air potato was spread by ancient Polynesians throughout much of the South Pacific where it is now considered invasive. It was brought to the Americas from Africa during the slave trade (Coursey 1967), and introduced to Florida in 1905 (Morton 1976). It is found throughout the state from Escambia County in the Panhandle to the Florida Keys (http://www.plantatlas.usf.edu/maps.asp?plantID=1726).

Air potato is a member of the yam family (*Dioscoreaceae*). Yams are cultivated for their edible underground tubers in western Africa, where they are important commodities. However, uncultivated species—such as air potato—are generally bitter and even poisonous.

How to Recognize Air Potato

Air potato is a vigorously twining herbaceous vine, often arising from an underground tuber. Freely branching stems grow to 60 ft. in length. Stems are round or slightly angled in cross section and twine to the left (counter-clockwise). Aerial tubers (bulbils) freely form in leaf axils (Figure 2). Bulbils are usually roundish with mostly smooth surfaces, and grow up to 5 in. x 4 in. (Figure 2). Leaves are long petioled (stalked), alternate; blades to 8 in. or more long, broadly heart shaped, with basal lobes usually rounded and with arching veins all originating from one point (Figure 3, Figure 4). Flowers are rare (in Florida), small, and fragrant, with male and female flowers arising from leaf axils on separate plants (i.e., a dioecious species) in panicles or spikes to 4 in. long (Figure 4). Fruit is a capsule; seeds are partially winged.



Figure 2. Air potato bulbils form in leaf axils.
Credits: Ken Langeland, UF/IFAS

Winged yam (*Dioscorea alata*), often mistaken for air potato, is similar in appearance and is also a non-native invasive species. Climbing up to 80 ft. in length, stems are square in cross section with "winged" corners that are often red-purple tinged, and twine to the right (clockwise). Winged yam has opposite leaves that are more triangular and larger than those of air potato. Figure 5 shows air potato and winged yam growing alongside each other. Though not as widespread as air potato, winged yam nonetheless ranges from Escambia to Miami-Dade counties (http://www.plantatlas.usf.edu/maps.asp?plantID=1750) and is probably more widespread than has previously been recognized. Winged yam can produce massive edible tubers (Figure 6), some of which have been recorded to weigh over 100 pounds.

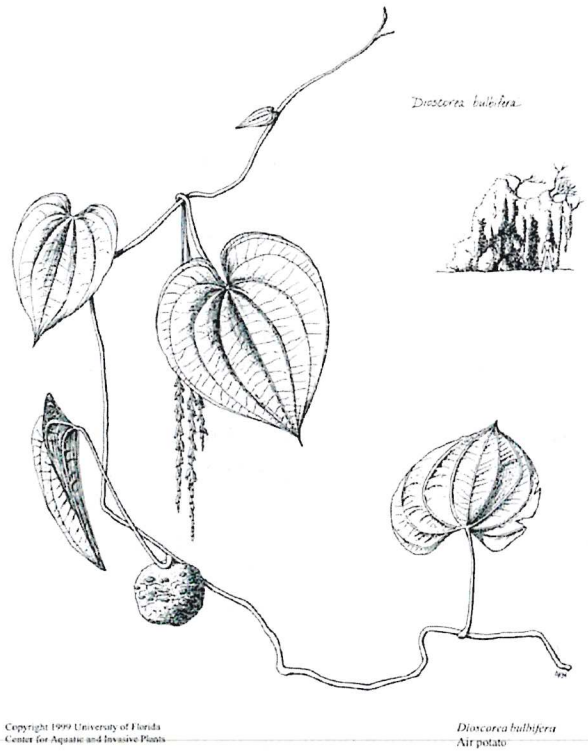

Figure 3. Air potato (*Dioscorea bulbifera*).
Credits: UF/IFAS, Center for Aquatic and Invasive Plants



Figure 4. Air potato flowers.
Credits: Ken Langeland, UF/IFAS

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Three other introduced species of *Dioscorea* may be encountered in Florida: Chinese yam (*D. polystachya*), Zanzibar yam (*D. sansibarensis*), and wild yam (D. villosa). None of these is considered to be invasive. Our native wild yam (*D. floridana*) is infrequent in hammocks and floodplains of northern and western Florida, never forms aerial tubers, and has leaf blades that rarely reach 6 in. long.



Figure 5. Side-by-side comparison of winged yam (left) and air potato (right).
Credits: Michael Meisenburg, UF/IFAS



Figure 6. Underground tuber of winged yam.
Credits: Wendy Wilbur, UF/IFAS

Controlling Air Potato in Florida

For many years, air potato has been manually controlled by digging the tubers (Figure 6) and collecting and destroying the bulbils produced in the leaf axils (Figure 7). As many bulbils as possible must be removed from infested sites (Figure 7). Those which remain will produce new vines. All plant material, including bulbils, must be disposed of in such a way that they do not spread the vines to new areas (for example, in a landfill or where they will be incinerated). Plants become dormant in winter (during short day-length). Locating and removing bulbils is easier during winter months when air potato and other vegetation are not as dense as during summer. Air potato bulbils cannot tolerate freezing, and placing them overnight in a freezer is the best way to prevent them from starting new infestations. On a larger scale, coordinated bulbil collection events, such as the city of Gainesville's Air Potato Roundup, have resulted in the collection of thousands of pounds of bulbils. These types of volunteer events have been very useful for increasing public knowledge of invasive plant issues and in controlling air potato in many city parks. However, a new biological control for air potato has greatly reduced the need for volunteer efforts in many situations.



Figure 7. Remove air potato bulbils and other plant material from site and dispose of in such a way that they do not spread the vines to new areas.
Credits: Ken Langeland, UF/IFAS

The air potato leaf beetle, *Liliocerис cheni* Gressit & Kimono (Coleoptera: Chrysomelidae), native to Nepal and China, was first released in Florida in 2011 (Figure 8). The insect is specific to air potato and does not harm native plants. The insect has been widely distributed throughout Florida at over 2000 release sites. The air potato leaf beetle feeds on the leaves and causes a skeleton like appearance (Figure 8). The damage can be so severe that aerial bulbil production, the climbing ability, and competitive nature of air potato are all greatly reduced. The insect does not eradicate air potato, but the damage it inflicts makes this insect a growing success story for biological control in Florida. More information on the biology and ecology of the air potato leaf beetle can be found in two additional EDIS publications: *Classical Biological Control of Air Potato in Florida* (http://edis.ifas.ufl.edu/in957) and *Air Potato Leaf Beetle*

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(suggested common name), Lilioceris cheni *Gressitt and Kimoto (Insecta: Coleoptera: Chrysomelidae: Criocerinae)* (http://edis.ifas.ufl.edu/in972).



Figure 8. *Dioscorea bulbifera* leaf damage by the air potato leaf beetle, *Lilioceris cheni*.
Credits: Roger Hammer

For areas where the air potato leaf beetle has not established, the herbicide glyphosate can be used for air potato control. Glyphosate is effective for foliar applications but does not kill aerial bulbils that have already been produced. The high climbing growth also makes foliar treatment difficult for applicators and only partial control is achieved. Additionally, glyphosate is not effective in completely killing the underground tubers, which resprout following foliar treatment. This generally results in the need for multiple treatments. The optimal treatment timing is in the fall, when downward translocation of the herbicide to the roots and tubers is maximized. Air potato is susceptible to frost and poor control is likely if plants experience a cold period just before or shortly after treatment.

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IMPERATA CYLINDRICA (L.) RAEUSCHEL

Poaceae (Gramineae)/Grass Family

Common Name: Cogon grass
Synonymy: *Imperata cylindrica* (L.) Beauv.; *I. brasiliensis* Trinius misapplied
Origin: Southeast Asia

Botanical Description: Perennial grass, growing in loose or compact tufts, from stout, extensively creeping, scaly rhizomes with sharp-pointed tips. Leaf sheaths relatively short, glabrous or pubescent; ligule a membrane, 0.5-1 mm long. Leaf blades erect, narrow and pubescent at base, flat and glabrous above, to 1.2 m (4 ft) tall and to 2 cm (< 1 in) wide, with whitish midvein noticeably off-center; blade margins scabrous, blade tips sharp pointed. Inflorescence a narrow, dense terminal panicle, white silky and plume-like, to 21 cm (8 in) long and 3.5 cm (1.5 in) wide. Spikelets crowded, paired on unequal stalks, with each spikelet surrounded by long white hairs.

Ecological Significance: Considered one of the top 10 worst weeds in the world, reported by 73 countries as a pest in a total of 35 crops (Holm *et al.* 1977). Introduced to the United States in 1911 near Mobile, Alabama as packing material in a shipment of plants from Japan (Dickens 1974, Tabor 1949, Tabor 1952); and into Mississippi as a forage crop from the Philippines before 1920 (Dickens and Buchanan 1971, Patterson *et al.* 1979, Tabor 1949 and 1952, Tanner and Werner 1986). Replanted to Florida from Mississippi for forage and soil stabilization in Gainesville, Brooksville, and Withlacoochee (Hall 1983, Tabor 1949)—these areas now with high densities of naturalized populations (Dickens and Buchanan 1971, Willard 1988). By 1949, more than 405 ha (1,000 acres) of the grass established in central and northwest Florida (Dickens 1974). Now frequent along transportation and utility corridors throughout Florida. Has invaded dry to moist natural areas in over 20 counties (EPPC 1996), including habitats of federally listed endangered and threatened native plant species (K. C. Burks, Florida Department of Environmental Protection, 1997 personal communication).

SM



Leaf blade, off-center midvein

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COGON GRASS

Distribution: Commonly found in humid tropics but has spread to warm temperate zones worldwide (Hubbard *et al.* 1944). Currently reported for all of Florida, plus parts of Alabama, Georgia, Louisiana, and Mississippi, along with an adventive (but perhaps not persistent) population in South Carolina (Allen and Thomas 1991, Elmore 1986, Bryson and Carter 1993).

Life History: Fast-growing; thrives in areas of minimal tillage, such as orchards, lawns, and roadsides (Patterson *et al.* 1979). Produces new rhizomes readily, facilitating the plant's spread at newly colonized sites; can propagate by rhizome fragments but does not survive well under regular deep tilling (Wilcut *et al.* 1988). Roots and rhizomes remarkably resistant to fire (Bryson and Carter 1993). Disperses over long distances into a variety of habitats by windborne seeds (Bryson and Carter 1993). Flowers in spring or fall, or year-round in central and south Florida (Willard 1988).

DJ



In Everglades National Park (foreground)

SM



Dense panicle

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MELIA AZEDERACH L.

Meliacae/Mahogany Family

Common Names: Chinaberry, pride-of-India
Synonymy: *M. australis* Sweet; *M. japonica* G. Don; *M. sempervirens* Sw.
Origin: Asia

Botanical Description: Deciduous tree to 15 m (50 ft) tall. Twigs stout with purplish bark, dotted with buff-colored lenticels. Leaves alternate, large, long-petioled, 2 or 3 times compound (odd-pinnate), up to 0.5 m (1.5 ft) long; leaflets pungent when crushed, dark green above, often with sparse pubescence along veins; lighter green below, generally glabrous; margins serrate; blade bases often oblique. Inflorescences showy, loose, stalked panicles from leaf axils. Flowers small, fragrant, with 5 lilac petals; stalks of stamens united into dark purple tube. Fruit a stalked, thinly fleshy, subglobose, single-seeded drupe, yellow or yellowish green at maturity.

Ecological Significance: Introduced around 1830 as an ornamental in South Carolina and Georgia (Gordon and Thomas 1997) and widely planted in southern states. Occurs primarily in disturbed areas such as road right-of-ways and fencerows, but has also invaded floodplain hammocks and marshes and upland woods, particularly in north Florida (Clewell 1985, Godfrey 1988). Reported by land managers as infesting parks in 23 counties (EPPC 1996).

Distribution: Most abundantly naturalized in north and west Florida, but often escaping cultivation in peninsular counties, south to the Keys (Nelson 1994, Wunderlin 1982). Naturalized also in tropical America and planted in temperate and subtemperate areas around the world (Bailey and Bailey 1976). Reported as a prominent roadside and shoreline weed in Cape Province, South Africa (Henderson 1991). In the U.S., naturalized from eastern Virginia, southward to south Florida, and westward to eastern half of Texas and Oklahoma (Godfrey 1988).

LCA



Flowers

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CHINABERRY

Life History: Often shrubby and root-suckering, forming thickets. Frequently flowers and fruits at shrub size. Produces flowers in spring, usually March and April; its fruits long-maturing, prolific, and commonly persistent after leaf fall. Fruits poisonous to humans and some other mammals, but seeds dispersed by a variety of songbirds, who relish the drupes and sometimes gorge themselves to the point of temporary intoxication (Nelson 1994).

KAL



Compound leaf

KAL



Fruits

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Lantana camara lantana



Lantana camara lantana

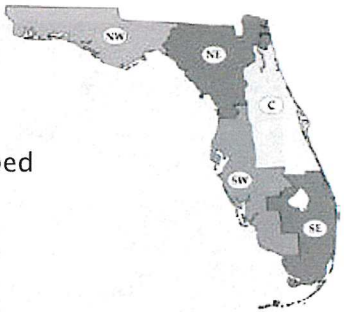
Appearance: Grows profusely. Multi-stemmed, deciduous shrub, to 2 m (6 ft) or more, with stems square, covered with bristly hairs when green; often armed as well with scattered small prickles.

Leaves: Opposite, simple, with petioles to 2 cm (0.8 in) long; blades oval, rough, hairy, to 15 cm (6 in) long and 6 cm (2.4 in) wide; margins blunt-toothed and blade bases broad, squared off (truncate); leaves strongly aromatic.

Flowers: Small, multicolored; in stalked, dense, flat-topped clusters to 4 cm (1.5 in) across; corolla a narrow tube with 4 short spreading lobes; flowers in a single cluster may be white to pink or lavender, yellow to orange or red, changing color over time.

Fruit: A round, fleshy, 2-seeded drupe, about 5 mm (0.2 in) wide; green turning purple then blue-black.

Ecological threat:
Commonly invades disturbed sites such as roadsides, spoil islands, pastures, citrus groves, and cultivated woodlands. Also frequent in well-drained undisturbed habitats such as native pinelands, hammocks, and beach dunes.
FLEPPC Category I



Distribution: NW, NE, C, SW, SE

Field Notations

LANTCAMA/LACA2

http://plants.ifas.ufl.edu

Packet Pg. 874

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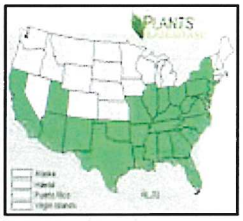
Silk Tree

Albizia julibrissin Durz.

Common Names:
Mimosa and Silky Acacia

DESCRIPTION: Silk tree is a small to medium-sized tree in the pea family (Fabaceae) that can grow up to 20-40 feet tall. The bark is light brown, nearly smooth, and generally thin with lens shaped areas along the stem. The attractive fern-like leaves of mimosa are finely divided, 5-8 inches long by about 3-4 inches wide, and alternate along the stems. Silk tree has showy and fragrant pink flowers, about 1½ inches long, that resemble pom-poms and are arranged in panicles at the ends of branches. Fruits are flat, straw-colored pods about 6 inches long containing light brown oval-shaped seeds about ½ inch in length. Pods ripen in August to September and begin to disintegrate soon after, but remain on the trees into winter. Silk tree reproduces both vegetatively and by seed

ECOLOGICAL THREAT: It is a strong competitor to native trees and shrubs in open areas or forest edges. Dense stands severely reduce the sunlight and nutrients available for other plants. It is considered an invasive species.



DISTRIBUTION: The native range is from Iran to Japan. In the United States, it is naturalized in states colored green on the distribution map.

HABITAT: Silk tree can grow in a variety of soils, prefers full sun and is often seen along roadsides and open vacant lots in urban/suburban areas. It can tolerate partial shade but is seldom found in forests with full canopy cover, or at higher elevations (above 900 m or 3,000 ft), where cold hardiness is a limiting factor. It can become a serious problem along riparian areas.

MANAGEMENT OPTIONS: Silk tree can be controlled using a variety of mechanical and chemical controls. **Cutting** is an initial control measure and will require either an herbicidal control or repeated cutting for resprouts. **Girdling** is effective on large trees where the use of herbicides is impractical. **Hand pulling** will effectively control young seedlings. **Systemic herbicides** such as glyphosate and triclopyr can kill the entire plant. (See detailed management at - http://www.nps.gov/plants/alien/fact/alju1.htm)



References: http://plants.usda.gov. www.nps.gov/plants

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UF IFAS Extension UNIVERSITY of FLORIDA

ENH326

Cinnamomum camphora: Camphor-Tree[1]

Edward F. Gilman, Dennis G. Watson, Ryan W. Klein, Andrew K. Koeser, Deborah R. Hilbert, and Drew C. McLean[2]

Introduction

This large, round-canopied, evergreen tree has broad, large-diameter, unusually strong branches and can reach 70 feet in height with a broader spread but is usually 40 to 50 feet with a 50 to 70-foot spread. The glossy green, thin but leathery leaves give off a camphor aroma when crushed and create dense shade. The stems and bark on young branches of Camphor-tree are bright green, tinged with red when young, maturing into a dark grey-brown, rugged-looking trunk which appears almost black when wet from rain. Trunk and branch structure on older trees appear similar to mature live oaks. The inconspicuous, tiny, yellow flowers are followed by a profusion of small, black berries which can become an annoyance on walks and driveways because they are messy but are quite attractive to wildlife. Fruits will stain cars. Some occasionally germinate below the tree, but this is not nearly as much of a problem as some other trees. Birds can also carry the seed to remote areas where it will occasionally germinate. The leaves, twigs, and wood are the commercial source of camphor. The dried bark of *Cinnamomum zeylanicum* yields cinnamon.

Common name(s): camphor-tree
Family: *Lauraceae*
USDA hardiness zones: 9B through 11 (Figure 2)
Origin: native to eastern Asia
UF/IFAS Invasive Assessment Status: invasive and not recommended (North and Central); caution, may be recommended but manage to prevent escape (South)
Uses: screen; shade; urban tolerant



Figure 1. Full Form—*Cinnamomum camphora*: camphor-tree

General Information

Scientific name: *Cinnamomum camphora*
Pronunciation: sin-uh-MOE-mum kam-FOR-uh

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Figure 2. Range

Description

Height: 40 to 50 feet
Spread: 50 to 70 feet
Crown uniformity: symmetrical
Crown shape: round
Crown density: dense
Growth rate: fast
Texture: medium

Foliage

Leaf arrangement: alternate
Leaf type: simple
Leaf margin: entire
Leaf shape: ovate, obovate
Leaf venation: pinnate
Leaf type and persistence: evergreen, broadleaf evergreen, fragrant when crushed
Leaf blade length: 2 to 4 inches
Leaf color: dark green and shiny on top, glaucous and silvery underneath
Fall color: no color change
Fall characteristic: not showy

Flower

Flower color: greenish white
Flower characteristics: not showy; emerges in clusters on panicles
Flowering: spring

Fruit

Fruit shape: round
Fruit length: ⅓ inch
Fruit covering: fleshy drupe
Fruit color: green to black
Fruit characteristics: attracts birds; not showy; fruit/leaves a litter problem



Figure 3. Leaf—*Cinnamomum camphora*: camphor-tree



Figure 4. Flower—*Cinnamomum camphora*: camphor-tree



Figure 5. Fruit—*Cinnamomum camphora*: camphor-tree

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Trunk and Branches

Trunk/branches: branches droop; showy; typically one trunk; no thorns
Bark: brown to gray, becoming increasingly furrowed and rigid with age
Pruning requirement: needed for strong structure
Breakage: resistant
Current year twig color: green
Current year twig thickness: thin, medium
Wood specific gravity: unknown



Figure 6. Bark—*Cinnamomum camphora*: camphor-tree
Credits: Gritta Hasing

Culture

Light requirement: full sun, partial sun or partial shade
Soil tolerances: clay; sand; loam; acidic; slightly alkaline; well-drained
Drought tolerance: high
Aerosol salt tolerance: low

Other

Roots: can form large surface roots
Winter interest: yes
Outstanding tree: no
Ozone sensitivity: unknown
Verticillium wilt susceptibility: susceptible
Pest resistance: resistant to pests/diseases

Use and Management

Too big for all but the largest spaces, Camphor-tree is ideal when used as a shade tree for parks or large landscapes. Use along streets should be tempered because messy fruits drop on sidewalks and cars. It might be considered for boulevard planting where cars do not park. Prune to develop major branches, space 18 to 30 inches apart along a central trunk to develop good structure. Do not allow major branches to grow from the same spot on the trunk and avoid upright, multi-trunked trees. It may be difficult to maintain a lawn beneath the dense shade of Camphor-trees and a shade-tolerant groundcover may better suit the purpose. The trunk on older specimens grows to six feet or more in diameter and is quite picturesque. Allow plenty of room for proper development above and below ground. Shallow roots can be a nuisance. Has escaped cultivation in some areas.

Growing in full sun to partial shade, Camphor-Tree is amenable to a variety of soils, will grow but often develops minor element deficiencies on alkaline soils. Camphor-Tree is highly tolerant of urban conditions but will not tolerate water-logged soils. It is adapted to grow along the coast exposed to some sea salt.

The cultivar 'Monum' has larger, richer green foliage.

Propagation is by seed.

Pests

Scales and mites are common problems on Camphor-Trees. Seeds can germinate easily in the landscape but this is usually a minor problem. Has escaped cultivation in Florida, Louisiana, and parts of coastal Texas, so use it (if at all) with caution.

Diseases

Camphor-Tree is subject to a root rot, especially in poorly-drained soils.

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USDA NRCS
United States Department of Agriculture
Natural Resources Conservation Service

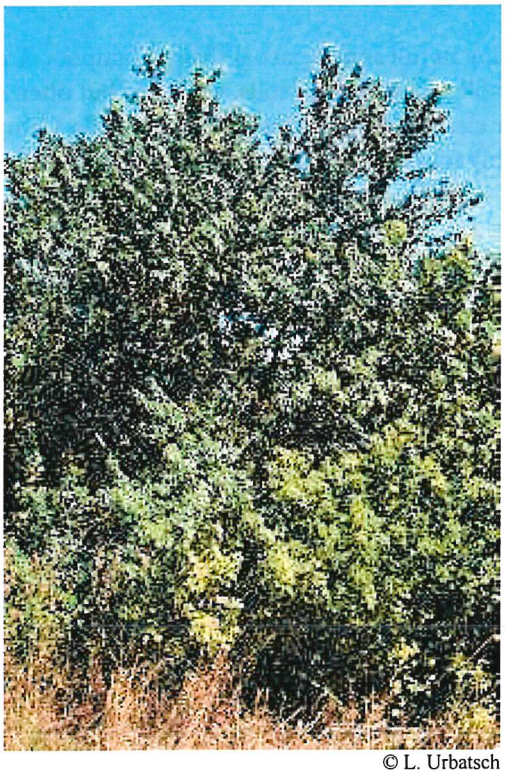
Plant Guide

CHINESE TALLOW TREE

Triadica sebifera (L.) Small

Plant Symbol = TRSE6

Contributed by: USDA NRCS National Plant Data Center & Louisiana State University-Plant Science;
partial funding from the US Geological Survey and the US National Biological Information Infrastructure



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Caution: This plant has toxic properties.

Alternate Names

This plant appears in most floras as *Sapium sebiferum*. Common names include popcorn tree, chicken tree, and Florida aspen.

Uses

Ingestion of plant material causes gastrointestinal upset with nausea and vomiting. Contact with the plants can cause dermatitis (Westbrooks & Preacher 1986). The milky sap in both the leaves and the berries is poisonous to animals (Redlus 1997). Sheep and goats have been known to eat the leaves of Chinese tallow, but the plant is toxic to cattle (Jubinsky & Anderson 1996; Russell et al. 1969).

Chinese tallow is very invasive. The Chinese tallow tree was introduced into the United States from China in 1776 by Ben Franklin (Randall & Marinelli 1996). The common name comes from the waxy tallow derived from the white covering of the seed that has been used historically to make soap and candles. It has been cultivated in China for at least 14 centuries as a seed crop and as an ornamental. In the early 1900s, the Foreign Plant Introduction Division of the U.S. Department of Agriculture promoted tallow tree planting in Gulf Coast states to establish a local soap industry (Flack & Furlow 1996). Since that time, the species has been planted in the U.S. mainly for its unique ornamental qualities including colorful, autumnal foliage.

The plants have tremendous reproductive potential. They may reach reproductive age in as little as three years and remain productive for 100 years (Duke 1983). In greenhouse experiments, some trees grown from seed flowered in their first year of growth (Grace 1997). A mature tree may annually produce an average of 100,000 seeds that are spread mainly by birds and water (Duke 1983; Jubinsky & Anderson 1996). Stumps have the ability to resprout and roots readily develop shoots.

The species causes large-scale ecosystem modification by replacing native vegetation thereby reducing native species diversity that, in turn, has a negative effect on wildlife (Bruce et al. 1995; Randall & Marinelli 1996). The ability of this species to drastically modify natural landscapes has earned it a spot on The Nature Conservancy's list of "America's Least Wanted -The Dirty Dozen" (Flack and Furlow 1996). The species can readily become the dominant plant in disturbed vacant lots and abandoned agricultural land. It has the ability to invade natural, wet prairies and bottomland forests. Once established, it is virtually impossible to eliminate by known methods, and efforts to achieve effective control are being explored (Jubinsky & Anderson 1996).

Jubinsky & Anderson (1996) demonstrate the invasive nature of Chinese tallow in Florida. Their

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work has shown Chinese tallow has become naturalized in over half (57%) of Florida's counties. Vegetation analysis demonstrates its potential dominance in Florida's wetlands. Quantification of trees at their study site revealed that Chinese tallow had the greatest density of all woody plants despite being present for only 20 years. In relative frequency, it was second to sweetgum (*Liquidambar* spp.). Compared to other woody species, Chinese tallow was found to reproduce prolifically. Beneath tallow trees of reproductive age, 14.6 seedlings were present per square meter. Percent cover of seedlings of Chinese tallow was significantly greater than all other woody species combined. Relative frequency of tallow seedlings was also greater than that of all species except for sweetgum. Native species negatively impacted at the site-included sweetgum, various species of oak (*Quercus* spp.), black willow (*Salix nigra*), swamp dogwood (*Cornus foemina*), and elderberry (*Sambucus canadensis*).

Chinese tallow is the most successful exotic invader of the chenier woodlands in southwestern Louisiana. It has had a major impact on plant community structure and species composition by becoming the most abundant woody species. It has the potential to invade surrounding marshes, changing them from herbaceous to woody plant communities (Neyland & Meyer, 1997).

In Texas, the introduction of tallow trees has produced large-scale conversion of much of the upper coastal prairie to woodland (Bruce et al. 1995). Presettlement vegetation was dominated by little bluestem (*Schizachyrium scoparium*) and other typical prairie species. The new, anthropogenic woodlands are essentially monospecific stands of tallow trees with some native tree species. Besides altered species composition, Chinese tallow woodlands have altered ecosystem processes. Their primary productivity is higher, and ion concentrations in the soil have been changed (Bruce et al. 1995). Tallow tree woodland is expected to either persist as a novel, stable, exotic vegetation type or to gradually give way to a novel type dominated by native species (Bruce et al. 1995). Regardless of which scenario takes place, this species has supplanted naturally occurring prairie where it has invaded.

Associated animal species are dramatically affected by such habitat modifications. Attwater's prairie chicken (*Tympanuchus cupido attwateri*), once abundant in the coastal prairie of Texas and Louisiana, is near extinction due to loss of habitat. Other bird species dependent on coastal prairie habitat are dickcissels, mottled ducks, and a large number of neotropical migratory songbirds including five critically imperiled species. Data indicate that a dramatic decline has occurred over the past 25 years in grassland bird species (Knopf 1994).

To determine its potential to invade and persist in hardwood forests, the shade tolerance of Chinese tallow was compared to American sycamore (*Platanus occidentalis*) and cherrybark oak (*Quercus pagoda*) in a series of experiments (Jones & McLeod 1989). Tallow tree growth was shown to exceed sycamore and oak in shade, and tallow tree and sycamore growth exceeded oak in full sun. Such findings are consistent with observed patterns of tallow tree growth in North America. With its ability to grow rapidly in sunlight or under closed canopies, the species is likely to invade and persist in many of the floodplain forests of the coastal Southeast.



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Cross-section of seed showing tallow portion.

The precise mechanism of spread remains somewhat open to question. Chinese tallow trees are reported to have allelopathic capabilities in that the leaves contain substances that alter the soil chemistry and negatively impact native vegetation (Flack & Furlow 1996). However, Conway et al. (1997) investigated the effects of tallow leaf-litter water extracts on the germination of bald cypress (*Taxodium distichum*) and black willow (*Salix nigra*), and found no evidence for allelo-chemical effects. They concluded that suppression of associated species would be expected due to shading and other methods of resource reduction, and if present, allelopathy contributes less significantly to tallow's spread and dominance in habitats that were once more natural.

Wildlife: The flowers of Chinese tallow are favored by honeybees, which produce a desirable, light-colored honey from it. Birds, including domestic fowl readily eat its fruits. It has been considered a desirable plant for bird-food (Duke 1983).

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Oil: Chinese tallow tree seeds are a source of vegetable tallow, a drying oil, and protein food. The tree is also planted for ornamental purposes. The outer covering of the seeds contains solid fat known as Chinese vegetable tallow and the kernels produce a drying oil called Stillingia oil. Candles, soap, cloth dressing, and fuel are made from the tallow. The oil is used in machine oils, as a crude lamp oil, and in making varnishes and paints, because of its quick-drying properties. Also, the oil reportedly is used in Chinese medicine, but overdoses probably would cause violent sickness and perhaps death (Duke 1983). After the seeds have been processed, the residual cakes are used as manure.

Biomass: More recently, the tree has been regarded as a promising biomass candidate in the Gulf coast region of the United States, because of its ability to re-sprout, its rapid growth rate, and its drought and salt tolerance (Scheld & Cowels 1981). Field trials demonstrate that the species can produce six times as much woody biomass as *Populus* selections grown in Wisconsin (Scheld & Cowles 1981). Chinese tallow can be grown over large areas by conventional agricultural methods and can provide woody biomass for direct burning or conversion to charcoal, ethanol, and methanol (Scheld & Cowles 1981). Oil from the seeds can potentially substitute for petroleum. Scheld et al. (1980) report yields of 4,000 to 10,000 kg/ha, and cite estimates of 25 barrels of oil per year as a sustained energy yield. In addition to its biomass and energy value, the tree is extensively propagated for ornamental purposes. From 200,000-300,000 trees are grown for ornamental purposes in Houston, Texas alone (Duke 1983).

Construction: Tallow wood is white and close-grained, suitable for carving and for making blocks in Chinese printing. The wood is also used for furniture making and incense. A black dye can be made by boiling leaves in alum water (Duke 1983).

Status

Please consult the PLANTS Web site and your State Department of Natural Resources for this plant's current status, such as, state noxious status, and wetland indicator values.

Description

General: Spurge Family (Euphorbiaceae). Chinese tallow is a fast-growing, medium-sized tree that may reach heights of 50 feet (Godfrey 1988). This noxious plant causes large-scale ecosystem modification throughout the southeastern U.S. by replacing native vegetation. It quickly becomes the dominant plant in disturbed vacant lots, abandoned agricultural land, natural wet prairies, and bottomland forests. Once established, Chinese tallow is virtually impossible to eliminate.

Tallow leaves are alternate (one per node), with



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Glands at base of leaf.

broad rhombic to ovate blades, 1.5-3.5 inches long, 1.5-4 inches wide, the leaf blade bases are wedge-shaped and the apex supports a gradually tapering appendage, margins are entire (without teeth). The upper leaf surface is dark green and the lower is somewhat paler. The veins are yellow and conspicuous on both surfaces. In autumn, the leaves turn orange to scarlet (sometimes yellow) and fall as the cold season approaches. The leaf stalks (petioles) are 1-4 inches long, with 2 swollen glands on the upper side immediately below the leaf blade. At the base of the petiole is a pair of stipule-like appendages about one-eighth inch long.

Chinese tallow trees are monoecious (i.e., an individual tree has separate pollen and seed bearing flowers). The pollen producing (staminate) flowers occur in greenish-yellow, tassel-like spikes up to 8 inches long that terminate the branchlets, and each flower cluster along the spike has a basal pair of nectar glands. A few seed producing (pistillate) flowers (each having a three lobed ovary and three style branches) are located on short branches at the base of the staminate spike. The pistillate flowers mature into three-lobed, three-valved capsules about 1/2 - 3/4 inch long and about 3/4 inch wide. As the capsules mature, their color changes from green to nearly black. When mature, the capsule walls fall away typically exposing three globose seeds that have a white, tallow-containing covering. Seeds usually persist on the plants for a period of weeks. Flowers typically mature April-June and fruit ripens in September-October.

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Distribution: Chinese tallow is native to many provinces of central China, especially north of the Yangtze Valley, and Japan (Duke 1983). It has been cultivated for 14 centuries as a seed crop (Duke, 1983; Jubinsky & Anderson 1996) and is presently grown in mainland China, Hainan Island, Hong Kong, Japan, Taiwan, and Korea. Chinese tallow has been introduced to many parts of the world including Sri Lanka, Indochina, Bengal, India, Sudan, Martinique, southern United States, southern France, and Algeria (Duke 1983; Jubinsky & Anderson 1996).

Adaptation: Chinese tallow is naturalized in the United States from Cameron and Hidalgo counties in southernmost Texas northward to southern Oklahoma and northwestern Arkansas eastward to North Carolina and Florida. The species is very adaptable and can thrive in various environments. It is generally found in low, swampy places, and along the margins of bodies of fresh water; moreover, it can invade dry uplands as well, and it will tolerate some salinity. Tallow trees grow best in full sunlight but can tolerate shade. The spread of Chinese tallow appears to be limited by frigid and/or arid conditions (Jubinsky & Anderson 1966). Though widely planted as a street and ornamental tree in California, it has yet to become a pest there, presumably because of insufficient rainfall. For current U.S. distribution, please consult the Plant Profile page for this species on the PLANTS Web site.

Vectors: The major dispersal methods of Chinese tallow are birds and water (Duke 1983; Jones et al. 1989). Jubinsky (1993) observed seeds being consumed and dispersed by pileated woodpeckers (Dryocopus pileatus) and boat-tailed grackles (Quicalus major) in Florida. Cardinals (Cardinalis cardinalis), and probably many other species of birds, also consume and presumably disperse the seeds (Skinner 1998). Seeds were also observed along riverbanks in central and north Florida after heavy rains, once higher waters receded (Jubinsky & Anderson 1996).

Control

Please contact your local agricultural extension specialist or county weed specialist to learn what works best in your area and how to use it safely. Always read label and safety instructions for each control method. Trade names and control measures appear in this document only to provide specific information. USDA, NRCS does not guarantee or warranty the products and control methods named, and other products may be equally effective.

Manual and Mechanical Control

Hand removal of trees is limited to trees usually less than three feet tall or to small areas. Sawing down large trees will help to remove seed sources. However, fruit should be removed from fallen trees in order to reduce the number of seeds present at the site. In order to prevent resprouting, stumps will require herbicide treatment. Heavy equipment can be effectively used to control tallow trees on canal banks and in areas where soil disturbance and non-selective species removal are not important considerations. Stumps remaining following such treatment will require herbicide application to prevent re-growth from cut surfaces.

Environmental/Cultural Control

In certain situations, altering the environment, such as raising or lowering the water levels, can cause sufficient stress to kill the plants (Jubinsky & Anderson 1996). Fire is another possible control means in appropriate habitats. Fire can have various effects on tallow trees: (1) complete kill, preliminary data suggest that this is unlikely; (2) top kill where the aerial portions of the trees are killed but re-sprouting occurs from the base, and (3) incomplete top-kill where the crown can re-sprout after fire. Preliminary data on the use of fire to control tallow trees in wet, coastal prairie appear to be limited. Only 17% of tree dominated plots burned compared to drier sites where 71% of the trees were exposed to fire. In areas with sufficient fuel, such as in prairies with good grass cover, summer burns killed or top killed trees as tall as three meters. However, control of trees growing in wet sites where fuels were poor was much less effective. Additional experimental work is being done on the effect of fire on tallow trees (Grace 1997).

Chemical Control

When considering chemical control, local laws affecting herbicide use must be observed, and care must be taken to avoid damage to non-target species. The various methods for applying herbicide to woody vegetation include basal bark, foliar, frill, or girdle treatments (Jubinsky & Anderson 1996). Basal bark treatment reportedly is the most effective for tallow trees (Jubinsky & Anderson 1996; Randall & Marinelli 1996). Several organizations including the Florida Department of Environmental Protection, the Florida Exotic Pest Plant Council, Florida Native Plant Society, Florida Nature Conservancy, and the Texas Nature Conservancy, have adopted this method of treatment (Jubinsky & Anderson 1996).

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Effective treatment consists of spraying a band at least six inches wide around the lowest 12 to 24 inches of the trunks with a triclopyr herbicide (Garlon ® 4; DowElanco trademark) at a concentration of about 15%. Concentrations up to 20% might be required for larger trees. A spray adjuvant formulated to mix with oil-soluble herbicides, such as JLB OIL PLUS or vegetable oil products are effective diluents (Kline & Duquesnel 1996; (13); Jubinsky & Anderson 1996). Pathfinder®II and Chopper® herbicides (DowElanco trademarks) are ready-to-apply basal-bark products. Such treatment can be done at any time of the year. Complete control of foliage, stems, and roots is possible with this method (Kline & Duquesnel 1996).

For cut surface treatment, excellent results are reported with a 50% solution of Garlon 3A or with a 10% solution of imazapyr herbicide (Arsenal®, American Cyanamid trademark). The latter is a soil-active herbicide that requires careful use when applied near desirable plants or trees (Kline & Duquesnel 1996). A colorant is often added to the herbicide mix to aid in treatment monitoring, especially if done on a contractual basis. Examples of suitable dyes for this purpose include Blazon Blue Spray Pattern Indicator and Bullseye Spray Pattern Indicator (Kline & Duquesnel 1996).

Biological Control

Chinese tallow trees are remarkably free of insect pests and serious pathogenic organisms. This precludes the use of biological controls or integrated pest management programs. A few organisms known to associate with tallow trees include the bagworm, *Eumeta*, which feeds on the leaves. The root-knot nematode, *Meloidogyne javanica*, has been reported. Fungi known to attack this tree include *Cercospora stillingiae*, *Clitocybe tabescens*, *Dendrophthoe falcata*, *Phyllactina corylea*, *Phyllosticta stillingiae*, and *Phymatotrichum omnivorum* (Duke 1983).

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Edited 18sep00 jsp; 060818 jsp

For more information about this and other plants, please contact your local NRCS field office or Conservation District, and visit the PLANTS Web site<http://plants.usda.gov> or the Plant Materials Program Web site <http://Plant-Materials.nrcs.usda.gov>

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Read about Civil Rights at the Natural Resources Conservation Service.

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NEPHROLEPIS CORDIFOLIA (L.) PRESL

Dryopteridaceae/Wood Fern Family

Common Names: Erect sword fern, tuber sword fern, fish-bone fern, ladder fern, Boston fern

Synonymy: *Polypodium cordifolium* L., *Aspidium cordifolium* (L.) Swartz [also sometimes placed in Nephrolepidaceae, ladder fern family, or Davalliaceae, sword fern family]

Origin: Tropics, perhaps pantropical

Botanical Description: Epiphytic, epilithic (on rock), or terrestrial in habit. Rhizomes suberect, with spreading, orange-brown to pale brown linear scales, these with hairlike tips; wiry, straw colored, scaly stolons usually present in great numbers, often producing small, scaly underground tubers. Leaves (fronds) once pinnate, fertile and sterile fronds similar in shape and size, to 1 m (3 ft) long and 7 cm (2.8 in) wide; petioles to 20 cm (8 in) long, with spreading, pale-brown scales; leaflets (pinnae) many, 40-100 on each side of rachis (main stalk of frond); each leaflet (pinna) oblong-lanceolate with a deltoid lobe (auricle) on upper side of blade base that usually overlaps rachis; leaflet margins entire to slightly toothed; leaflet midvein glabrous above; rachis with two-toned (bicolored) scales above, pale brown with distinctly darker point of attachment. Sori numerous at ends of veinlets between leaflet midvein and margin, with kidney-shaped indusia (tissue covering the sporangia).

NOTE: May be confused with native *N. exaltata* (L.) Schott, which never bears tubers, has one-color rachis scales (sometimes obscurely bicolored), and has leaflet tips more sharply pointed than those of *N. cordifolia* (Coile 1996a). Other *Nephrolepis* species in Florida also with pointed leaflet tips and without the bicolored rachis scales of *N. cordifolia*.

KAL



Scaly tubers

KAL



Scaly rachis

Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

ERECT SWORD FERN

Ecological Significance: Occurs most densely in partial or full shade of hammocks, as far north as Florida Panhandle (Clewell 1985). Also noted as naturalized in Georgia (Duncan and Kartesz 1981). Can spread aggressively in the landscape, tending to form dense stands that displace native ground cover (K. A. Langeland, University of Florida, personal observations). Said to thrive in common or even poor conditions and produce dense crowns of long, drooping leaves (Bailey and Bailey 1976). By 1981 (Nauman), noted as a widespread escapee from cultivation in central and south Florida. Reported from conservation areas of Dade, Palm Beach, Martin, Collier, and Pinellas counties, in pine rocklands, flatwoods, and marsh edges as well as in hammocks (EPPC 1996). Once thought by some writers (e.g., Wherry 1964) to be native to southernmost Florida, but many herbarium specimens of *N. exaltata* previously misidentified as *N. cordifolia* (Nauman 1981). *N. cordifolia* also not described for Florida in earlier works (e.g., Small 1918a, 1918b), and presently distributed in the state without conformity to natural boundaries such as the frost line (Nauman 1981). Natural populations in Old World found in areas as remote as northwest Himalayas (Gaur and Painuli 1993). Origin in New or Old World tropics still considered uncertain (Nauman 1993b).

Distribution: Most abundantly naturalized in peninsular Florida, from Gainesville south (Nauman 1981). Documented by herbarium specimens from 23 counties: Escambia, Leon, and Duval in north Florida, and on both coasts and in the interior from Citrus, Marion, and Volusia south to Dade and Collier (Wunderlin *et al.* 1995).

Life History: Fertile all year (Wunderlin 1982). Spread by natural dispersal of spores and by accidental movement of stolons, tubers, and rhizomes, particularly by dumping of yard refuse. Tuber production apparently limited to plants growing in humus (Nauman 1981). Fronds of plants north of the frost line overwintering in protected areas or dying back—the rhizomes, stolons, or tubers producing new fronds in spring.



Habit

Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

APPENDIX F

Water and Sewer Utility Provider Letters

Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

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

09/15/2021

Mr. Chuck A. Pigeon, P.E. – Project Manager
PIGEON-ARDURRA, LLC
925 SE 17th St., Suite A
Ocala, FL 34471
cpigeon@ardurra.com

RE: Water Service Capacity and Availability for the Proposed Crystal Ridge Single Family Residential Development, Phases 1, 2A,2B,3, and 4

Dear Mr. Pigeon:

I response to your August 24, 2021 inquiry regarding the above development, Citrus County Utilities currently has potable water capacity to serve the above referenced development as described in your 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 FDEP permitted capacity of 14.544 million gallons per maximum day and current maximum day flows of approximately 8.871 million gallons per day. The County currently in the process of renewing the water use permit for this system and will be requesting additional capacity to keep pace with growth, such as this proposed development, in this water service area.

With respect to to the County's water distribution system, the County has a relatively robust system of 12", 16", and 18" piping in, around, bisecting the described development.

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

Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

Board of County Commissioners

DEPARTMENT OF PUBLIC WORKS
SOLID WASTE MANAGEMENT DIVISION

August 26, 2021

Pigeon – Ardurra, LLC
925 SE 17th Street, Suite A
Ocala, Fl 34471

Re: Solid Waste Availability & Landfill Capacity for Crystal Ridge, a new Single Family Residential Development

Crystal Ridge Phases 1-4
Project No. 21-501.05
Parcel ID / Alt Key: 18E19S06 41000 / 1504465
18E19S06 31000 / 1504422
17E19S01 10000 / 3430790

Dear Mr. Pigeon,

This letter is in response to your request on August 24, 2021, 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:jly

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

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END OF SUPPORTING INFORMATION DOCUMENT

Attachment: Applicant Submittal (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

Attachment: Applicant PowerPoint rev P 2-14-22 (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for

DIX DEVELOPMENTS

Developing projects that fill
the needs of Florida communities...

Crystal Ridge

CITRUS COUNTY, FLORIDA

What We Do:
DIX Developments distinguishes itself by actively transforming properties into high-yielding real estate developments, and central Florida communities

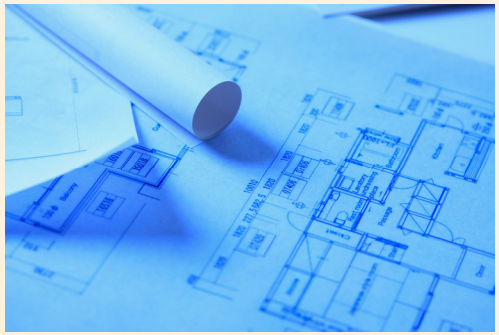
Discover

- DIX Development uses both traditional and data-driven approaches in market and land analysis to determine prime locations within the Florida market and surrounding suburbs for new developments.



Design

- Utilize the best in class architects and engineers to create efficient projects with market analysis to provide class a projects that meet the needs of both the consumers and financiers to create financially successful projects.

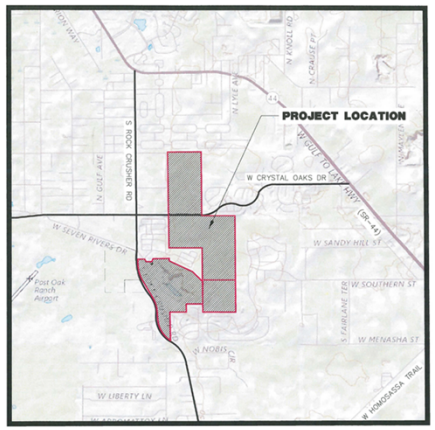


Develop

- DIX Developments project managers and construction directors guide each project from permitting and entitlement, through to certificate of occupancy utilizing best in class consultants in specialty areas as needed to create best in class projects.



Attachment: Applicant PowerPoint rev P 2-14-22 (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for



LOCATION MAP

- ✓ 354 Acres
- ✓ Former Rock Crusher Quarry, GTE Satellite Station, and Rock Crusher Canyon Pavilion
- ✓ Terrain includes Sandhill Ridge and transition to coastal flat lands.
- ✓ Cleared and Wooded Areas, & Quarry Lake
- ✓ Major Collector Road Access

Attachment: Applicant PowerPoint rev P 2-14-22 (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for





The Property Today





Attachment: Applicant PowerPoint rev P 2-14-22 (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for

The Existing Facilities



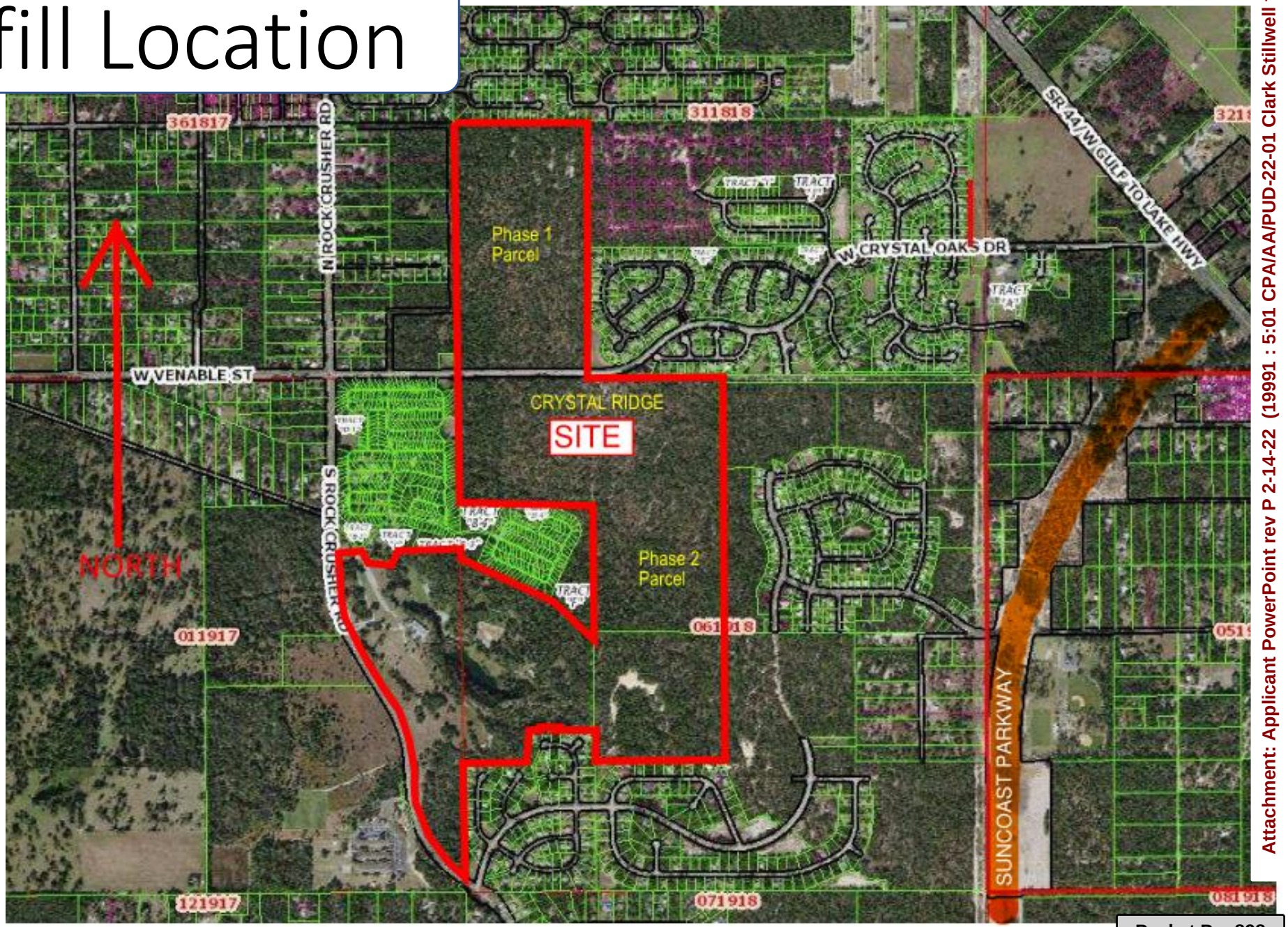
Attachment: Applicant PowerPoint rev P 2-14-22 (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for



Undeveloped Property

Attachment: Applicant PowerPoint rev P 2-14-22 (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for

A Regional Infill Location

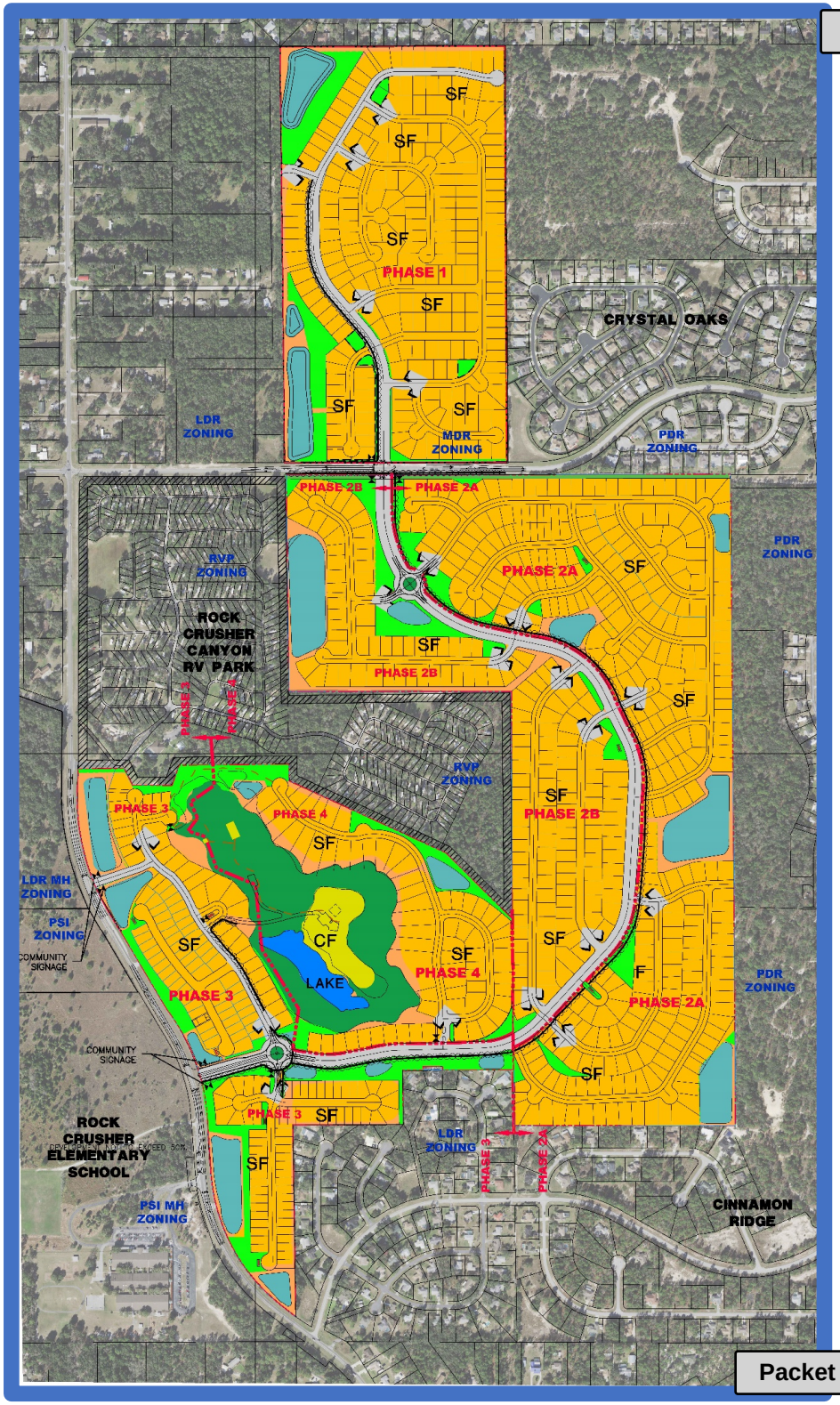


Attachment: Applicant PowerPoint rev P 2-14-22 (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for

The PLANNED RESIDENTIAL DEVELOPMENT

RESIDENTIAL COMMUNITY

- Maximum 985 LOTS (957 +3%)
- 5,500 SF LOTS To over 1/2 Ac.
- Community Facilities
- Natural and Open Space Areas
- Utilities
- Stormwater Management
- Internal Roadway Network
- 4 Phases of Development



Attachment: Applicant PowerPoint rev P 2-14-22 (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for

OCTOBER 2021

CRYSTAL RIDGE

RESIDENTIAL SITE

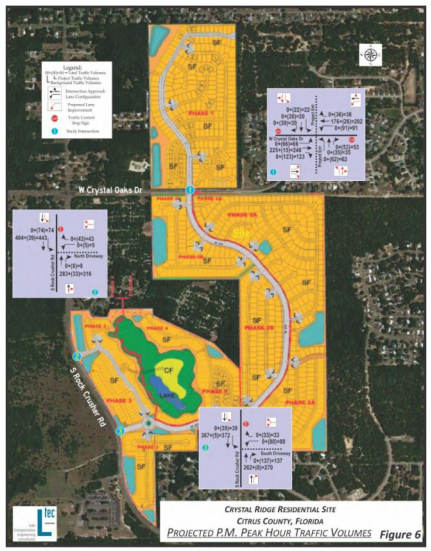
CITRUS COUNTY, FLORIDA

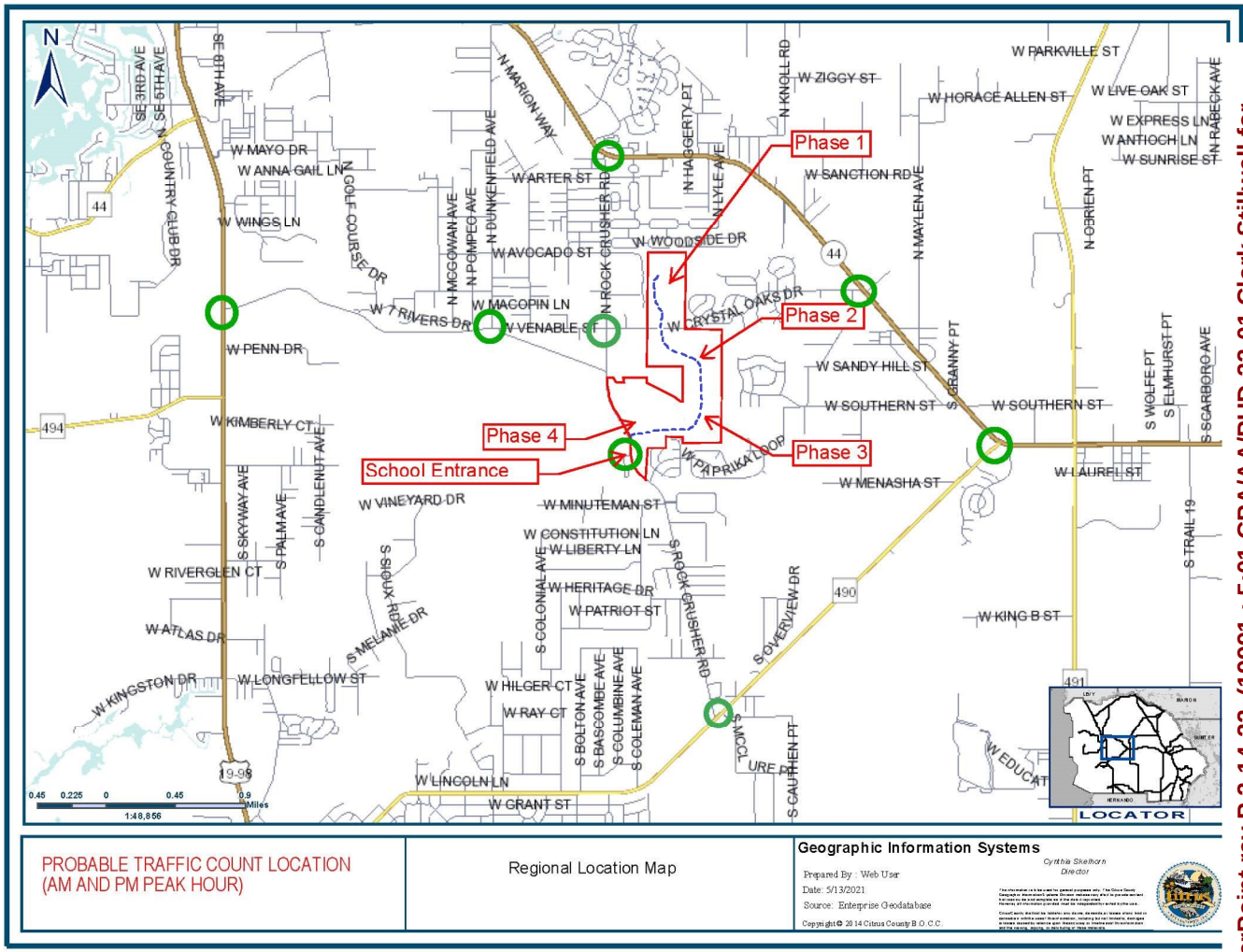
TRAFFIC OPERATIONS STUDY

luke transportation engineering consultants

transportation engineering + planning

LTC № 21-2702





TRAFFIC OPERATIONS STUDY

Attachment: Applicant PowerPoint rev P 2-14-22 (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for

The COMMUNITY AMENITIES AND OPEN SPACE





Attachment: Applicant PowerPoint rev P 2-14-22 (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for

COMMUNITY AMENITIES

ROCK CRUSHER COMMUNITY PARK AND RECREATION

- ✓ COMMUNITY BUILDING (MEETING & EVENT ROOM, LIBRARY, KITCHENETTE, CARD AND GAME ROOM, BATH HOUSE FACILITIES, SWIMMING POOL FACILITIES)

- ✓ LAKE DOCK
- ✓ LAKE SWIMMING
- ✓ NON-MOTORIZED BOATS, PADDLE BOARDS & KAYAKS
- ✓ TRAILS AND NATURE PATHS
- ✓ PAVILIAN AND PICNIC HUTS
- ✓ BOARDWALKS

- ✓ PICKLE BALL COURTS
- ✓ HORSE SHOES

- ✓ POCKET PARKS
- ✓ OBSERVATION PARKBENCH AREAS
- ✓ MULTI-USE SIDEWALKS







Attachment: Applicant PowerPoint rev P 2-14-22 (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for

OPEN SPACE AREAS



- ROCK CRUSHER CANYON OPEN SPACE (APPROX. 26 ACRES)
- POCKET PARK and DRA OPEN SPACE
- BUFFER OPEN SPACE AREAS
- COMMUNITY GREEN SPACE AREAS

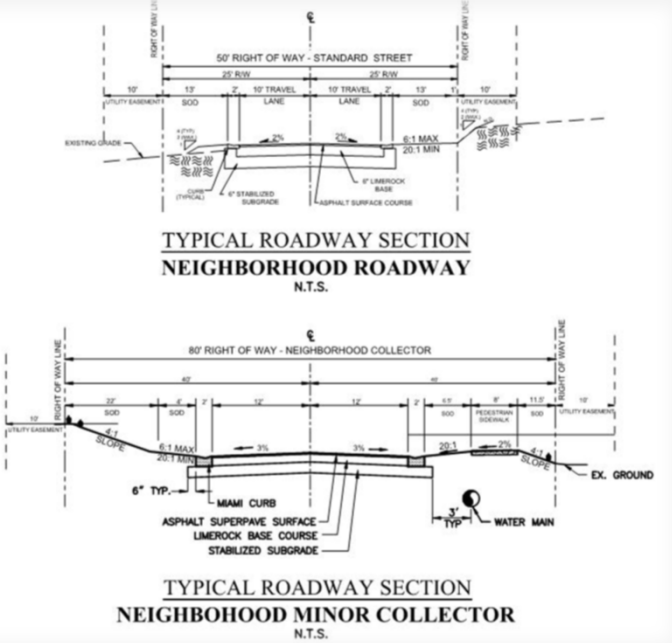
COMMITMENT TO 20% OPEN SPACE

(Approximately 70 Acres)

Including Drainage Retention Areas

Attachment: Applicant PowerPoint rev P 2-14-22 (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for

INFRASTRUCTURE





UTILITIES

- DRINKING WATER & FIRE PROTECTION
- SANITARY SEWER
- UNDERGROUND POWER SERVICE
- SOLID WASTE
- FIBER/INTERNET

VEHICLE AND PEDESTRIAN FACILITIES

- COLLECTOR ROADWAYS
- NEIGHBORHOOD STREETS
- ROUNDABOUT TRAFFIC CALMING
- 8’ WIDE MULTI-USE SIDEWALK (SHARED USE PATH (PEDESTRIAN / BICYCLE)
- INTERSECTIONS AND TURNLANES
- TRAILS AND OFF-ROAD PATHS

Attachment: Applicant PowerPoint rev P 2-14-22 (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for

BUFERS AND LANDSCAPING





EXISTING AND NATURAL BUFFERS

- EXISTING 50 FT. RV PARK BUFFER
- COLLECTOR ROADWAY BUFFER AREAS
- WETLAND LAKE BUFFER
- NEIGHBORHOOD BUFFERS

- FLORIDA FRENDLY LANDSCAPE PACKAGE
- LANDSCAPED ENTRANCES



Attachment: Applicant PowerPoint rev P 2-14-22 (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for

Attachment: Applicant PowerPoint rev P 2-14-22 (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for

DIX DEVELOPMENTS

103 Commerce St STE 140
Lake Mary, FL 32746

Thank You

Presented By:

Pigeon – Ardurra, LLC
Civil Engineers – planners
Surveyors & Mappers

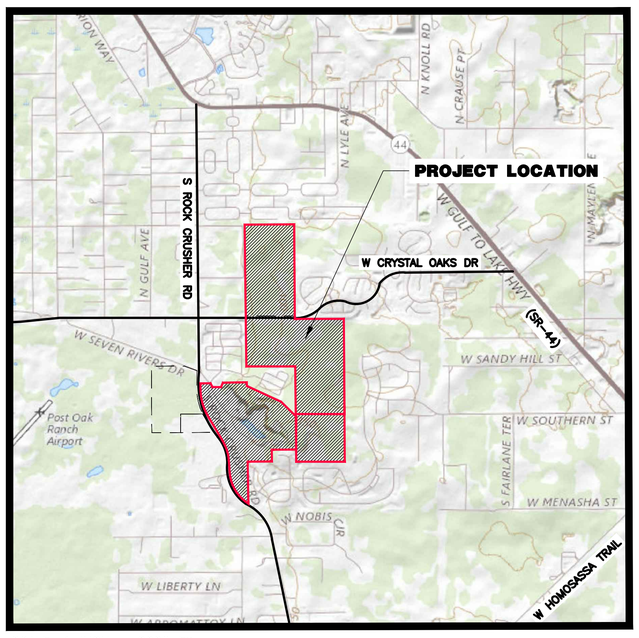
An Ardurra Group, Inc. company

MINIMUM REQUIRED VISIBILITY STANDARD FOR MAKING PRINTS & COPIES

100%	85%	68%	51%	34%	17%	0%

Plotted: 2/14/2022 11:29:34 AM : Chuck Pigeon

T:\501 Crystal Ridge\05 PD Zoning_dwg\PUD MASTER PLAN FOR CRYSTAL RIDGE(REV2).dwg, Copyright 2022, Pigeon-Ardurra, LLC - All Rights Reserved



SCALE: 1 INCH = 2000 FT.

LOCATION MAP

OWNER/APPLICANT:
CRYSTAL RIDGE PROPERTY GROUP, LLC
C/O JAMES DICKS
DIX DEVELOPMENTS
103 COMMERCE ST.
SUITE #140
LAKE MARY, FL 32746
Ph: 407-542-6120

PLANNING/ENGINEERING:
PIGEON-ARDURRA, LLC
CHUCK A. PIGEON, P.E.
925 SE 17TH STREET
SUITE A
OCALA, FL 34471
Ph: 352-861-7799

LEGEND

- SF — SINGLE FAMILY LOTS
- OPEN SPACE & UNDEVELOPED AREA
- LANDSCAPE AND BUFFER AREA
- CF — COMMUNITY FACILITY SITES
- QUARRY/CANYON OPEN SPACE AREA
- QUARRY LAKE / OPEN SPACE AREA
- STORM WATER MANAGEMENT AREA / OPEN SPACE
- COMMUNITY SIGNAGE
- PHASE LINES
- EA — EMERGENCY ACCESS POINT
- PEDESTRIAN SIDEWALK
- EXISTING BUFFER
- COMMUNITY/NEIGHBORHOOD ENTRANCE / ACCESS POINT
- COMMUNITY TRAILS

N W E S

Graphic Scale
1" = 200'

SCALE:
1"=200' (AT 36" X 48" PRINT)
N.T.S. (AT 11" X 17" PRINT)

DEVELOPMENT PHASE	LOT COUNT *
PHASE 1	232 LOTS
PHASE 2A	168 LOTS
PHASE 2B	329 LOTS
PHASE 3	160 LOTS
PHASE 4	68 LOTS
TOTAL ALL PHASES	957 LOTS

* TOTAL LOT COUNT PER PHASE AND TOTAL DEVELOPMENT MAY INCREASE AS MUCH AS 3% WITHOUT THE REQUIREMENT OF A MINOR MODIFICATION OF THIS PUD. MAXIMUM TOTAL LOT COUNT 985.

DIMENSIONAL STANDARDS	SF LOTS
MINIMUM LOT WIDTH (1)	50 FT.
MINIMUM FRONT SETBACK (2)	20 FT.
SIDE TO SIDE BLDG SEPARATION (MINIMUM)	10 FT.
MINIMUM REAR YARD SETBACK	5 FT.
MINIMUM SIDE YARD SETBACK	5 FT.

(1) MEASURED AT THE ACTUAL BUILDING LINE TO ALLOW FOR CUL-DE-SAC OR CURVILINEAR ROAD FRONTAGE
(2) MEASURED FROM THE RIGHT-OF-WAY / 15 FT. FOR SIDE YARD AT CORNER LOTS.

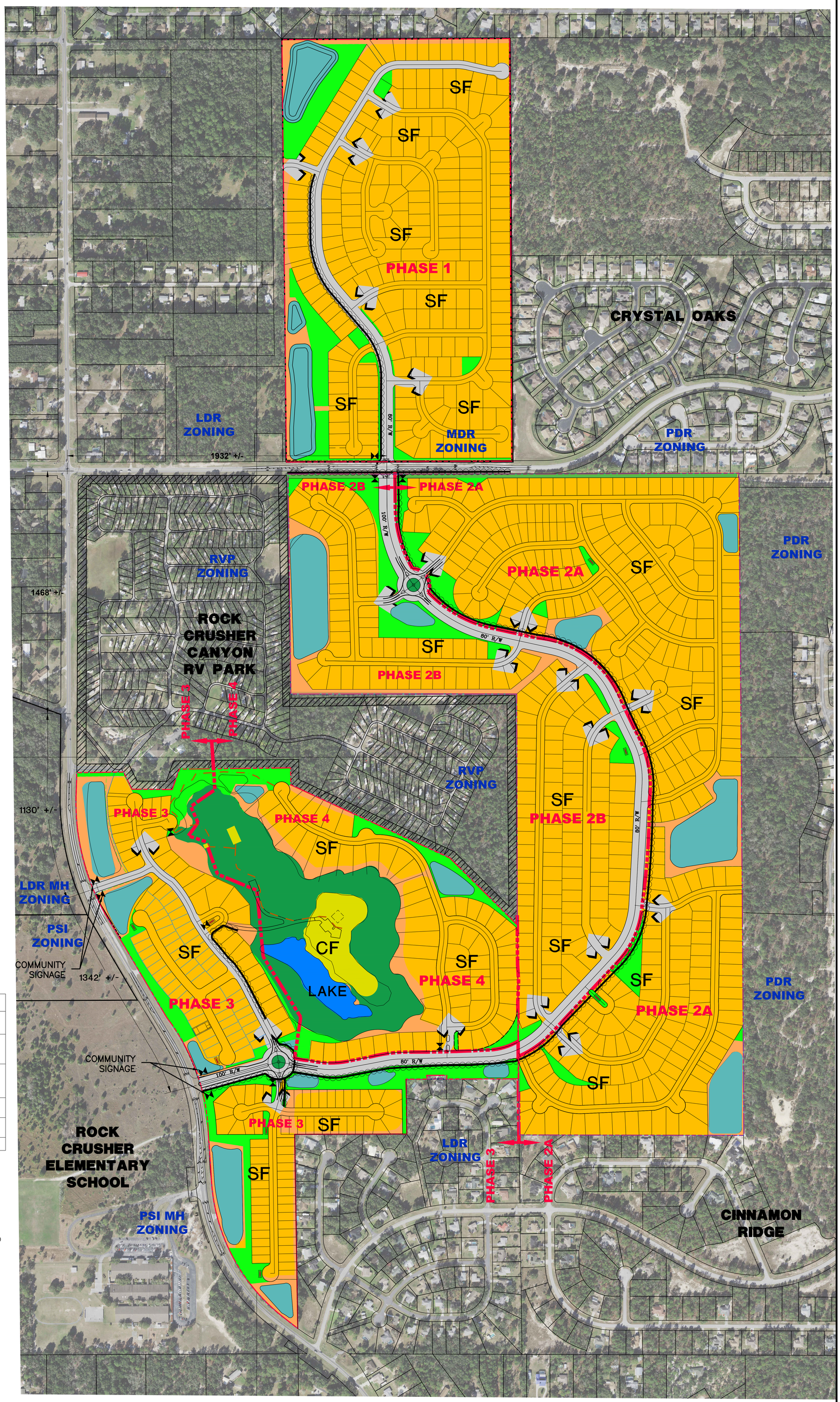
DEVELOPMENT DATA SUMMARY

SITE DATA	# OF UNITS	ACREAGE	% OF PROJECT AREA
RESIDENTIAL DEVELOPMENT AREAS	957	280Ac. M.O.L.	79 %
COMMUNITY FACILITIES, RECREATION AND OPEN SPACE (3)		3.5 Ac. and 70.99Ac. M.O.L	21 %
TOTAL SITE AREA		354.49Ac. M.O.L.	100 %
TOTAL DWELLING UNITS	957		
GROSS DENISTY	2.71 DU/Acre		

(3) OPEN SPACE AREA CALCULATION INCLUDES DRAINAGE RETENTION AREAS.

LOT SIZE:
1. MINIMUM LOT SIZE 50' X 100' (5,000 SF)
2. LOT COVERAGE (ISR) = 65% MAXIMUM IMPERVIOUS SURFACE LOT COVERAGE. COMPUTED CUMULATIVELY ON THE OVERALL PLATTED LOT AREA, AND NOT ON AN INDIVIDUAL BASIS. OVERALL ISR FOR ENTIRE DEVELOPMENT NOT TO EXCEED 50%.

GENERAL NOTES:
1. ALL STREETS WILL HAVE TWO-WAY TRAFFIC FLOW, MEDIAN ENTRANCES, AND ROUND-A-BOUT, TYPICALLY WILL HAVE LANDSCAPED SEPARATOR(S) WITH ONE-WAY TRAFFIC FLOW.
2. IDENTIFICATION AND DIRECTIONAL SIGNS WILL BE LOCATED AT THE COMMUNITY ENTRANCES AND OTHER LOCATIONS WITHIN THE DEVELOPMENT AS GENERALLY INDICATED ON THIS PLAN.
3. DECORATIVE WOOD FENCING, BERMING, AND WALLS MAY BE INSTALLED AROUND AND WITHIN THE SITE AND IN RECREATION AREAS IN KEEPING WITH THE DEVELOPMENT ESTATE CHARACTER.
4. ACCESSORY BUILDINGS AND POOLS WITH ENCLOSURES MAY BE AS CLOSE AS FIVE (5) FEET TO THE REAR LOT LINE.
5. LOT WIDTHS AT FRONT BUILDING SETBACK LINES WITH TIGHT CURVES OR CUL-DE-SACS MAY BE REDUCED TO 75% OF THE REQUIRED LOT WIDTH. THE MINIMUM SIDE YARD SETBACKS (OR BUILDING SEPARATION) AND THE MINIMUM FRONT SETBACK REQUIREMENTS SHALL BE MAINTAINED.
6. CORNER LOTS SHALL HAVE A MINIMUM SIDE YARD OF 15 FEET OFF THE SIDE RIGHT-OF-WAY. FRONT YARD MINIMUM SHALL BE 20 FEET.
7. ALL LOTS/TRACTS IN THIS DEVELOPMENT SHALL USE THE INTERNAL SUBDIVISION ROADWAYS FOR DRIVEWAY/VEHICLE ACCESS.
8. A MINIMUM 50 FOOT WIDE RIGHT OF WAY WILL BE PROVIDED FOR ALL ROADS WITHIN THE DEVELOPMENT AND HAVE AT LEAST A MINIMUM OF 10 FOOT WIDTH FOR EACH TRAVEL LANE.



File No.	Pigeon-Ardurra, LLC	SCALE: 1" = 100'
501.05.001	CIVIL ENGINEERS · PLANNERS SURVEYORS & MAPPERS	DATE: 06-28-2021
Job No.	925 S.E. 17th Street Suite A Ocala, Florida34471 (352) 861-7799 voice (352) 861-7709 fax	CHECKED: CAP
501.05	an Ardurra Group, Inc. Company	DRAWN: ME
		FIELD BOOK: -----
		PAGE: -----
		DATUM: SPC.FLW
		FILE NO.: 501.05.001
		JOB NO.: 501.05
		SHEET:

PLAN REVISION DATE: FEBRUARY 09, 2022

PREPARED FOR
DIX DEVELOPMENTS, LLC
CITRUS COUNTY, FLORIDA

SECTION 31,06, TOWNSHIP 18,19 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA

PUD MASTER PLAN
CRYSTAL RIDGE

FIGURE 4.0

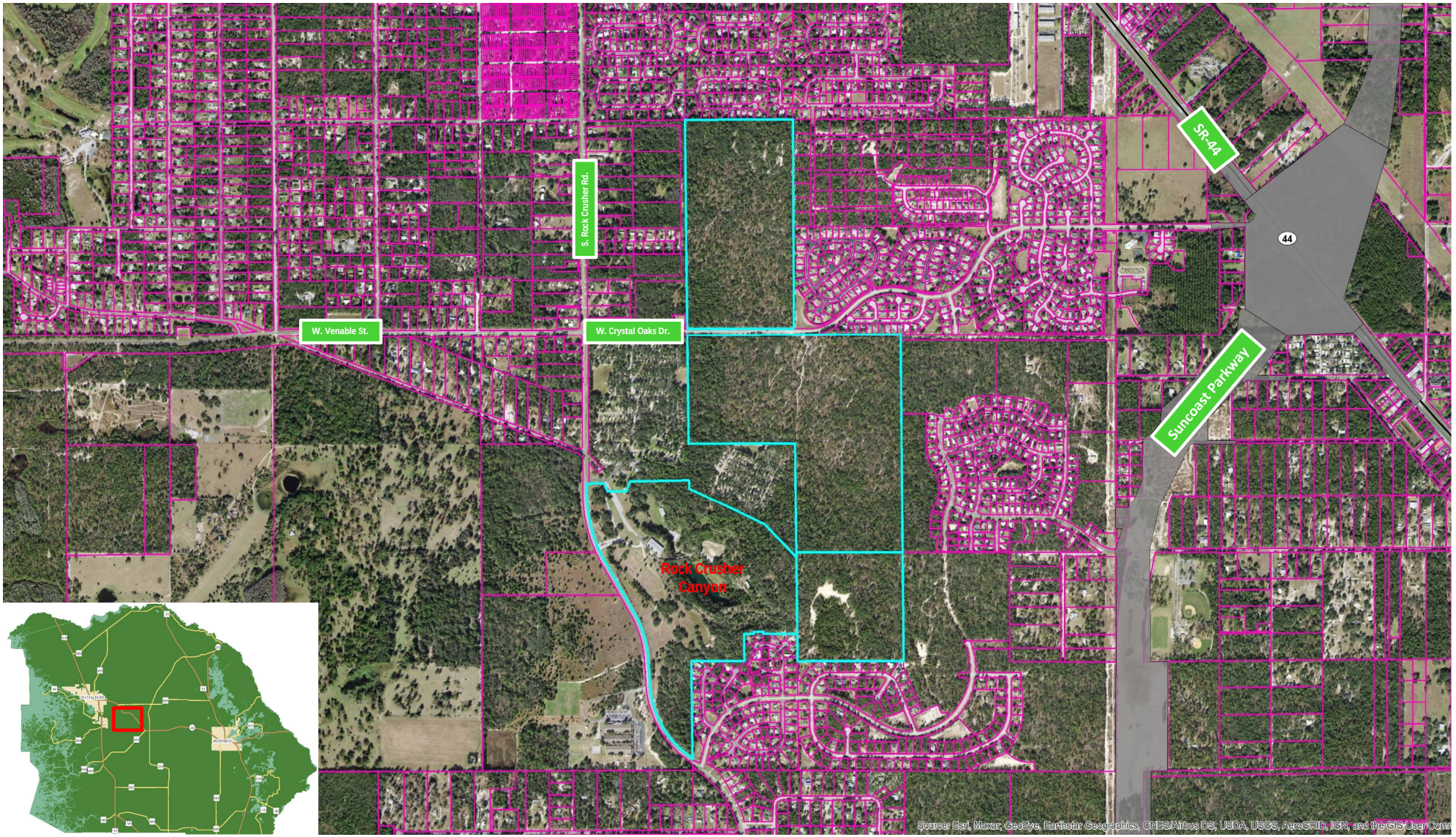
PUD MASTER PLAN
CRYSTAL RIDGE

Attachment: PUD MASTER PLAN FOR CRYSTAL RIDGE(REV2) (18991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

CPA/AA/PUD-22-01

Clark A. Stillwell for Crystal Ridge Property Group, LLC

Attachment: BCC Planner PowerPoint (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge



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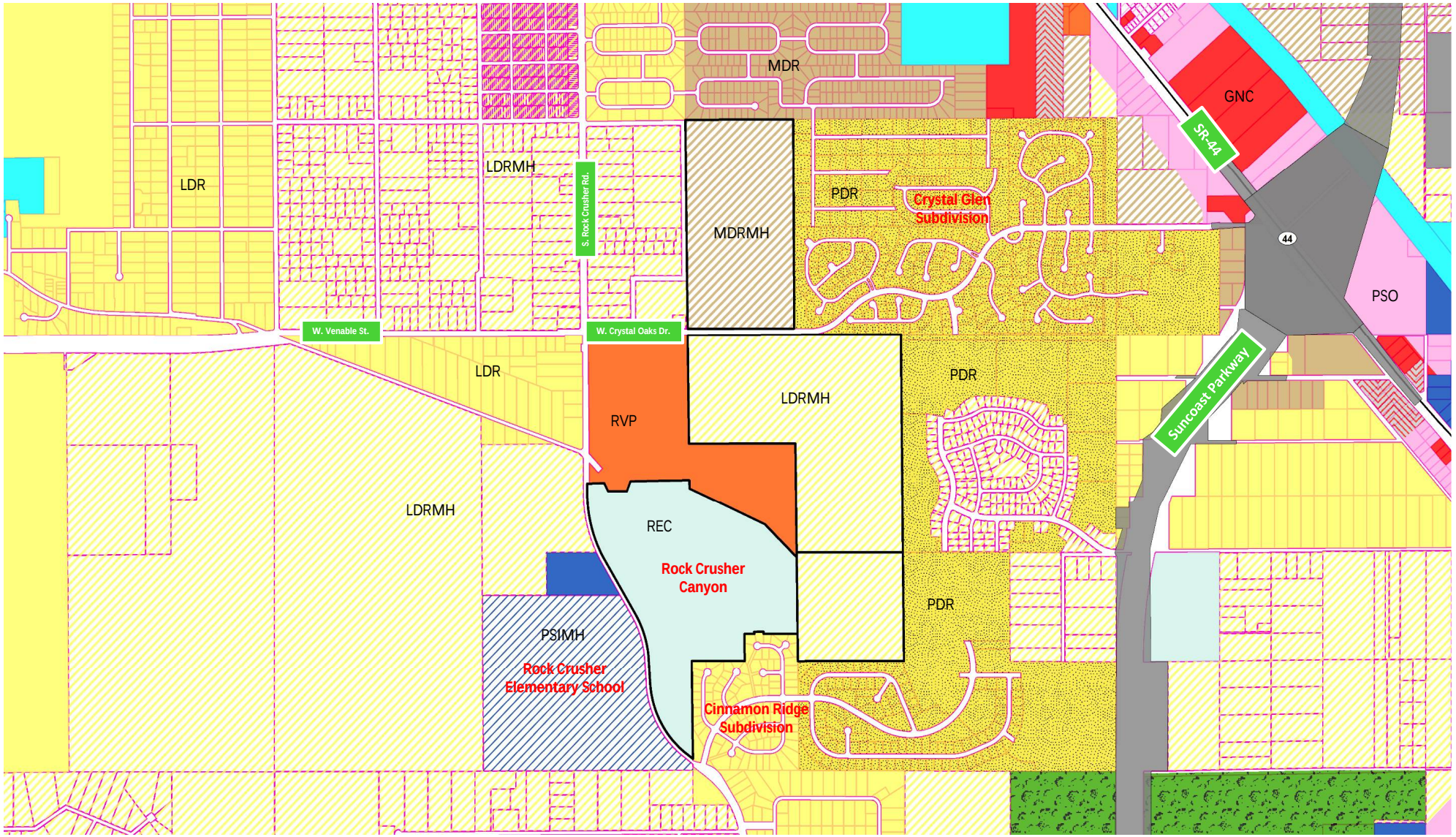

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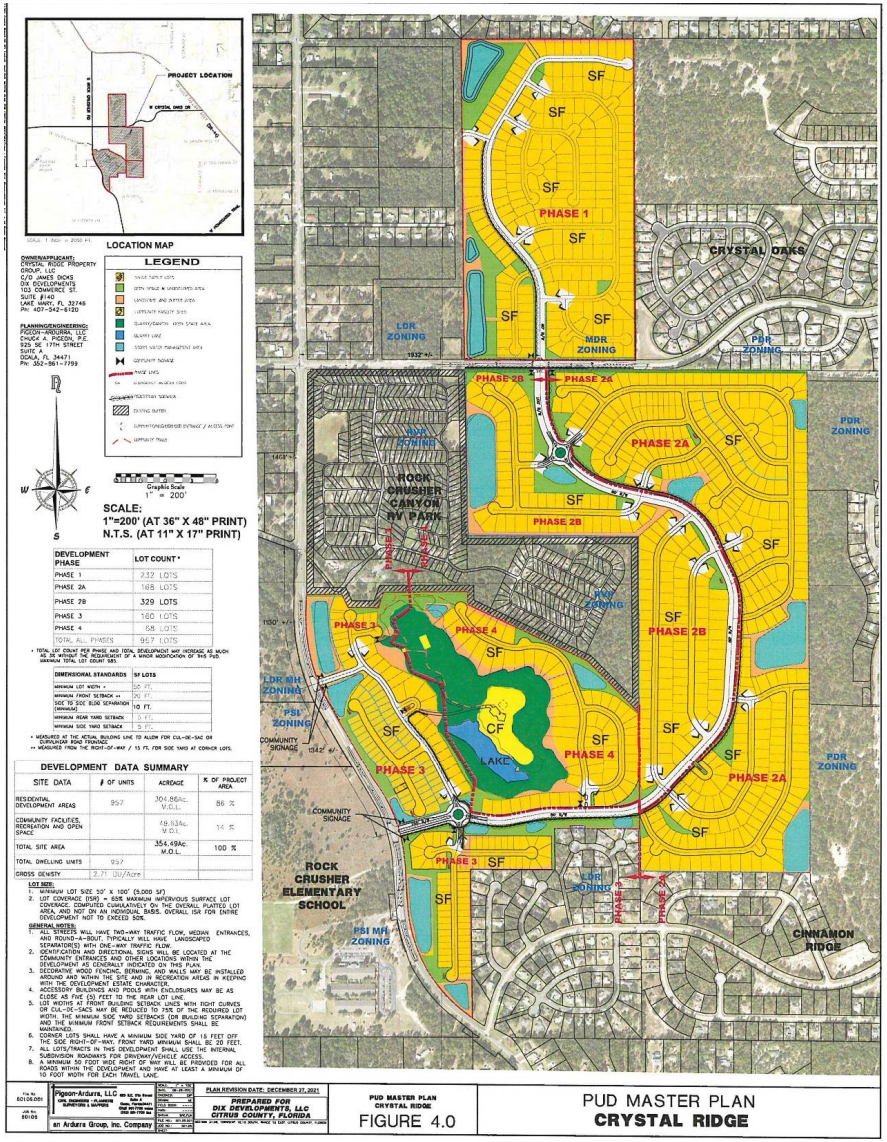

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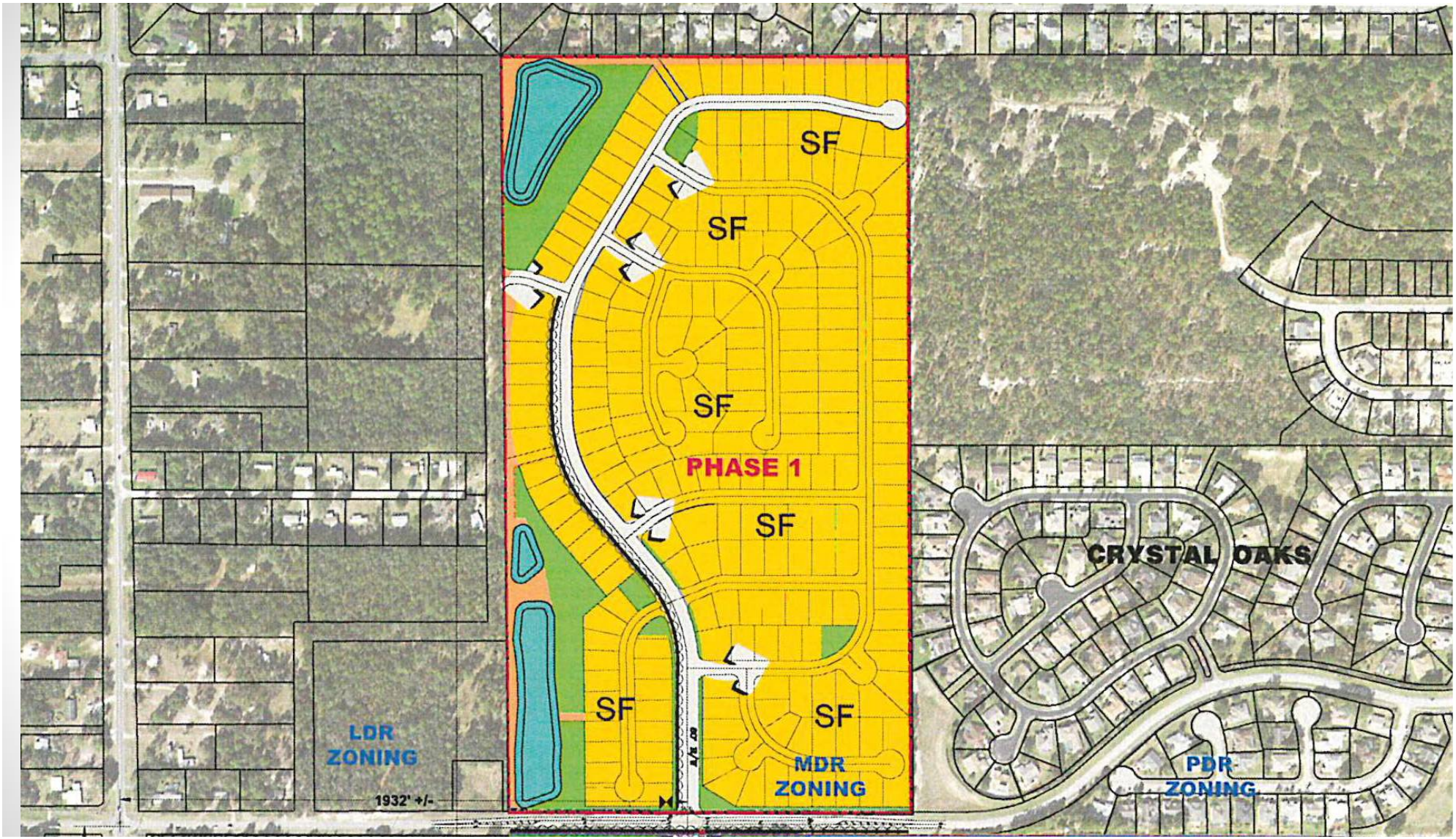

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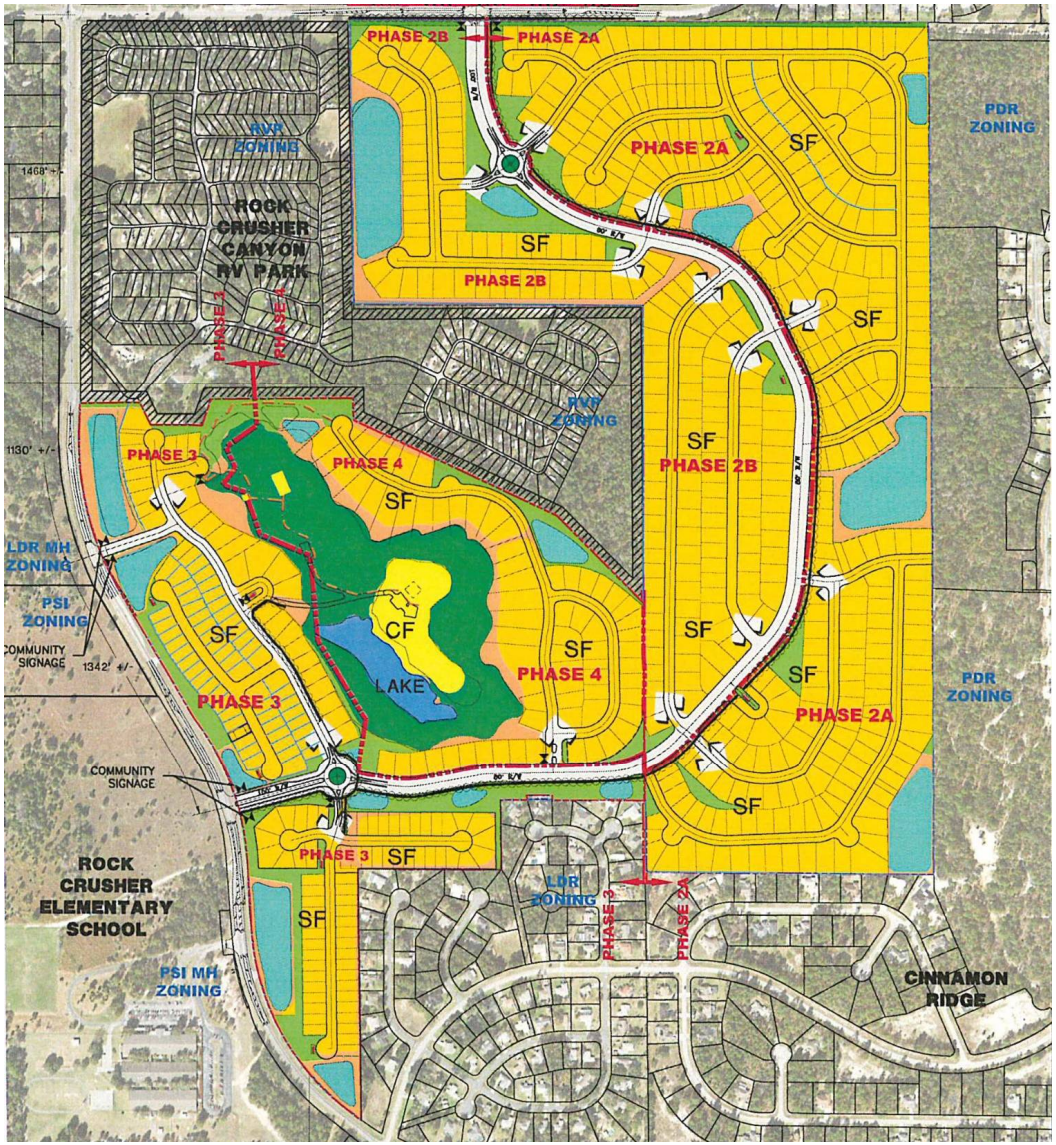


Attachment: BCC Planner PowerPoint (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge

PM2-22-17

DEPARTMENT OF GROWTH MANAGEMENT
2022 LARGE SCALE
COMPREHENSIVE PLAN AMENDMENT/ATLAS AMENDMENT
STAFF FINDINGS REPORT
TO THE
BOARD OF COUNTY COMMISSIONERS

APPLICATION NUMBER: CPA/AA/PUD-22-01
Clark Stillwell for Crystal Ridge Property Group, LLC

DATE: February 9, 2022

PREPARED BY: Joanna L. Coutu, AICP, Director; Land Development Division
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 Planned Unit Development.

FUTURE LAND USE MAP REQUEST:	From: REC, Recreational District To: MDR, Medium Density Residential District
LAND DEVELOPMENT CODE ATLAS REQUEST:	From: REC, Recreational District; MDRMH, Medium Density Residential District with mobile homes allowed; and LDRMH, Low Density Residential District with mobile homes allowed To: MDR and LDR, with a Planned Unit Development for single-family residential uses
LOCATION:	Section 1, Township 19 South, Range 17 East, Parcel 10000 (Alternate Key 3430790); and Section 6, Township 19 South, Range 18 East, Parcels 10000, 31000 and 41000 (Alternate Key 3430790, 1504422, 1504465); and Section 31, Township 18 South, Range 18 East, Parcel 33000 (Alternate Key 1494940) in the Lecanto area. A complete legal description is on file with the Land Development Division.
ACREAGE:	Approximately 354 acres (total PUD); land use change 108 acres
SURROUNDING FUTURE LAND DESIGNATIONS:	North – MDR, Medium Density Residential District; RVP, Recreational Vehicle Park District South – RMU, Residential Mixed Use District; and LDR; Low Density Residential District East – RMU District West – LDR District; RVP District; PSI, Public/Semi-Public/institutional District
SURROUNDING LAND DEVELOPMENT CODE ATLAS DESIGNATIONS:	North – MDR, Medium Density Residential District; RVP, Recreational Vehicle Park District South – PDR, Planned Residential Development District; LDR, Low Density Residential District East – PDR District West – LDR District; RVP District; PSI, Public/Semi-Public/Institutional District

Attachment: BCC Staff Report (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

SURROUNDING EXISTING LAND USES:	North – Vacant and improved single-family residential lots; Rock Crusher Canyon RV Park South – Vacant and improved residential lots (Cinnamon Ridge area) East – Vacant and improved residential lots (Crystal Oaks area) West – Vacant and improved residential lots; S. Rock Crusher Road

CHARACTERISTICS OF THE SUBJECT PROPERTY - According to the *Soil Survey of Citrus County* (1988), the soil types in the area are primarily Udorthents, 0 to 5 percent slopes; Pits; and Tavares-Adamsville. Those areas outside of the Pits and Pit-adjacent areas (Udorthents) have only slight limitations to building development. The subject property is located primarily in Flood Zone X, with some A and AE flood zone areas, as found on the Flood Insurance Rate Map 12017C0306E.

BACKGROUND – The majority of the site is currently vacant and wooded, although there are some nonresidential buildings associated with the previous use for Rock Crusher Canyon. The site wraps around the existing Rock Crusher Canyon RV Park and extends from the Cinnamon Ridge residential area across W. Crystal Oaks Drive north to abut a portion of the Crystal Oaks residential area.

The applicant has proposed 957 single-family residential homesites, to be constructed in four phases of development. While much of the site already contains a residential designation, the REC designation on the Rock Crusher Canyon attraction area would be removed and revised to also allow residential development of the area. The applicant has designed the proposed Master Plan to utilize the existing mining pit areas for community facilities and recreation, as further outlined below.

SUMMARY OF AGENCY COMMENTS: This application is a large-scale CPA, and therefore would be transmitted to State agencies for comment.

SUMMARY OF PUBLIC COMMENTS: Public comments received as of this writing are included in the packet of information for this application.

REQUEST FOR LAND USE CHANGE

Concurrency

a) Sanitary Sewer – The site would be served by County sewer, and County Water Resources has provided confirmation that there is available capacity for this project as proposed.
b) Potable Water – The site would be served by County water service, and County Water Resources has provided confirmation that there is available capacity for this project as proposed.
c) Solid Waste – The property will utilize solid waste collection with disposal in the Citrus County landfill, and a letter has been provided indicating available capacity.
d) Drainage – The applicant has provided a statement confirming that stormwater standards for Citrus County and the Southwest Florida Water Management District (SWFWMD) will be met.

Attachment: BCC Staff Report (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

Consistency with Comprehensive Plan – The applicant has indicated multiple Policies are in support of their application, including the following:

Policy 17.2.5 *New development locating in the PSA shall be allowed only when central water and sewer are provided. For new residential land uses, this shall apply to developments of four units or greater per acre. Existing development must connect to central water and sewer systems when the services become available. Within the Planned Service Area, all new subdivision plats of 500 or more dwellings shall be required to connect to regional central water and regional central sewer.*

Staff comment – The site lies within the Planned Service Area and would connect to regional water and regional sewer with Citrus County Utilities.

Policy 17.2.7 *The County shall guide future development to the most appropriate areas, as depicted on the GFLUM, specifically those with minimal environmental limitations and the availability of necessary services.*

Staff comment - The site appears to have minimum environmental limitations, with the exception of the existing pit areas that are proposed for use as community and recreational components. A submitted biological survey confirms the presence of protected gopher tortoises on the site which will need to be addressed at the time of platting. There do not appear to be any wetlands present, with the exception of the pond in the existing mining pit area. 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 2.7 units per acre for the PUD, along with connection to central water and sewer services.

Policy 17.5.5 *All major modifications to existing Planned Developments shall be approved by the BCC through the Atlas Amendment process. This requirement shall also apply to Planned Developments approved by the Planning and Development Review Board (PDRB) or its predecessor in function.*

Staff comment – The application proposes a new Planned Unit Development (PUD), which is addressed appropriately through this application which will be considered by both the PDC and the BCC.

Attachment: BCC Staff Report (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

Other policies that may be applicable include the following:

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 - A 7-foot pedestrian sidewalk is proposed along one side of the collector roadway. While many of the proposed lots that front on this collector also have access to internal/local roadways, there are a number that do not have this availability. Pedestrian access should be considered along both sides of the collector roadway throughout the site, as well as to access the community facility area. Bicycle access should also be considered due to the community and recreational facility not being centrally located as well as the proximity of the development to the Suncoast Parkway 2 trailhead. The applicant has since revised the plan to add bicycle and pedestrian access to the community facilities.

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 adjacent to other residential uses and an existing RV park. The site proposes density at approximately 2.7 units/acre, whereas the adjacent Cinnamon Ridge subdivision is about four dwelling units/acre and Crystal Oaks utilizes approximately 4.5 units/acre. The existing LDR and MDR density, currently allocated throughout most of the site, could allow up to six and eight units/acre with a PUD (two and four units/acre without a PUD).

Environmental – The site is heavily wooded with some significant slopes/pits that are not proposed for residential use. The applicant has provided a biological survey which confirms the presence of gopher tortoises. A tree preservation plan that includes an analysis of any specimen trees that may be located on the site will be required at time of improvement plans during the platting process.

PROPOSED FINDINGS OF FACT – LAND USE CHANGE

1. The request is to re-designate approximately 108 acres from REC to MDR on the Future Land Use Map and from REC, MDRMH and LDRMH to LDR and MDR with a Planned Unit Development (PUD) for single-family uses on the Land Development Code Atlas Map.
2. The proposed land use is consistent with the Comprehensive Plan, including the policies discussed above.
3. The site is located within the PSA and will be served by central water and sewer services.
4. The PUD provides the benefit of a Master Plan of Development that serves to mitigate against potential conflicts with existing adjacent land uses.

Attachment: BCC Staff Report (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

REQUEST FOR A PLANNED UNIT DEVELOPMENT

Consistency with the Land Development Code (LDC):

***Access Management/Transportation*:** The PUD has proposed four access points – two on S. Rock Crusher Road and two on W. Crystal Oaks Drive. Both of these roadways are County-maintained Major Collectors.

Within the site, the Master Plan indicates privately-maintained roadways. Several deviations have been requested (with corresponding Engineering Division comments) below:

- Modification from the distance for the intersection of Crystal Ridge Blvd. (the proposed collector roadway) and W. Crystal Oaks Drive from the intersection with S. Rock Crusher Road per LDC Section 7140, Table 7-1. The applicant notes the following:

> *By Code, the distance required is 1,320 feet and the actual distance as proposed is 1900 feet. This is a function of where the property is located and also takes into account sight distance issues from an engineering perspective. Since W. Crystal Oaks Drive is considered a Major Collector, the connection of Crystal Ridge Blvd. and W. Crystal Oaks Drive is considered a full median opening since Crystal Ridge Blvd. is proposed to continue through to the southern part of the development (even though there is no median within the right-of-way). The option of not lining up the boulevard across W. Crystal Oaks Drive was discussed with staff and was not the preferred option for the County.*

Engineering comment: W. Crystal Oaks Dr. and N. Rock Crusher Rd. are major collector roadways with posted speed limits of 35 mph and 45 mph, respectively. In accordance with Table 7-1, the intersection median opening spacing for a major collector roadway would be a minimum of 1,320 feet for a full median opening and a minimum of 660 feet for a directional median opening. For a minor collector roadway, the intersection median opening spacing would be a minimum of 660 feet for a full median opening and a minimum of 330 feet for a directional median opening. The distances referenced above are for a restrictive median that would need to be installed by the developer to meet standards.

- Intersection # 1 with W. Crystal Oaks Dr. - The applicant is proposing a full median opening along W. Crystal Oaks Dr. at proposed intersection # 1 with a spacing of 1,932 feet where the minimum distance required is 1,320 feet. The spacing meets Code and the Engineering Division has no objection.
- Intersection # 2 with Rock Crusher Rd. – The application is proposing a full median opening along S. Rock Crusher Rd. at proposed intersection # 2 with a spacing of 1,130 feet where the minimum distance required is 1,320 feet. The LDC allows that a reduced connection spacing of up to a maximum of 20 percent or 1,056 feet may be approved if the applicant demonstrates that traffic safety will not be unduly impaired. The applicant has submitted a Traffic Operations Study to support the request. The Engineering Division has no objection to the spacing for intersection # 2.
- Intersection # 3 with Rock Crusher Rd. – The application is proposing a full median opening along S. Rock Crusher Rd. at proposed intersection # 3 with a spacing 1,342 feet

Attachment: BCC Staff Report (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

where the minimum distance required is 1,320 feet. The spacing meets Code and the Engineering Division has no objection.

- Intersections spacing for full median openings along Crystal Ridge Blvd., both north and south of W. Crystal Oaks Dr. – The proposed full median opening intersection spacing appears to meet LDC requirements.

➢ *Modification on the location of the roundabout near the entrance of the development from S. Rock Crusher Road per LDC Section 7140, Table 7-1. The applicant states the following:*

> *[The distance is about] 540 feet from S. Rock Crusher Road, where LDC requires 660 feet. The roundabout function designed to operate as a non-stop (but yield) condition facility can be considered as a through street and not subject to vehicle backup or intersection turn sequencing conditions.*

- Engineering Division has no objection as this request is within the 20 percent reduction allowed by the LDC.

➢ Alternative designs for cul-de-sacs are proposed from the provisions of LDC Section 7730, Standard Cul-De-Sac. The applicant states this is "to accommodate better lot layout". The Engineering Division has no objection to the alternative cul-de-sac design.

Engineering comment - Proposed right-of-way width: The proposed right of way (ROW) width for roadways within developments would be determined based on the number of transportation trips projected to utilize each roadway. Section 7700 of the LDC contains roadway typical sections from a 50-ft wide local road to a 100-ft wide major collector road. The selection of the appropriate typical section is based on the projection of Average Daily Trips (ADT) for a proposed development. The table below summarizes the ROW widths as related to projected average daily traffic.

Right of Way Width	Average Daily Trip (ADT)	Pavement Width	Classification
60-ft or 50-ft w/ curb-n-gutter	0 to 499 ADT	10-ft wide lanes	Local
60-ft or 50-ft w/ curb-n-gutter	500 to 1,499 ADT	11-ft wide lanes	Local
80-ft	1,500 to 3,000 ADT	12-ft wide lanes	Minor Collector
100-ft	Over 3,000 ADT	12-ft wide lanes	Major Collector

The application proposes the use of three typical sections. The proposed Crystal Ridge Blvd. would be comprised of two segments; a 100-ft wide major collector ROW with curb and gutter at the project entrances and an 80-ft wide minor collector ROW with curb and gutter for the remainder of the roadway. The neighborhood roadways are proposed to be a 50-ft wide ROW with curb and gutter and 10-ft wide travel lanes. The applicant has provided traffic projections in the submittal that were reviewed against the typical section requirements listed above. Phase 1 is projected to generate 2,188 daily trips and the use of an 80-ft wide ROW would appear to be appropriate. Phases 2A, 2B, 3, and 4 would generate a total of 6,913 daily trips. If assumed that the trips are split 50/50 to the north and south, then about 3,400 trips utilize the main collector

Attachment: BCC Staff Report (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

roadway. There are some trips that could exit to S. Rock Crusher Rd. from intersection #2 that would further reduce the projected transportation trips using the main collector roadway. The determination of proposed right-of-way width for the neighborhood (local) roadways would be reviewed and determined at time of platting.

Engineering comment - Proposed turn lanes at project entrances: Additional right of way will need to be dedicated to Citrus County in an amount equal to the amount of right of way utilized for auxiliary lanes at proposed project entrances.

Engineering comment - Traffic signal warrants: A signal warrant for intersections # 1 and # 3 need to be provided for review at time of permitting. In addition, the signal phase timing for the existing signal at Rock Crusher Rd. and W. Crystal Oaks Dr./W. Venable St. will need to be analyzed and submitted at time of permitting.

Engineering comment - Appendix D – Traffic Operations Study: The study discusses "project access points/driveways" as opposed to roadways. The turn lane analysis in the study references the "FDOT Driveway Information Guide, 2008 to make determinations and recommendations. Engineering Division would consider the FDOT Manual of Uniform Minimum Standards for Design, Construction, and Maintenance for Streets and Highways (AKA the Florida Greenbook) as a preferred design manual for roadways. Auxiliary Turn Lane Work Sheets should include a right turn lane analysis for intersection # 2.

Engineering comment – Pedestrian connection to elementary school: Sidewalk improvements along Rock Crusher Rd. are included in the Hernando-Citrus Metropolitan Planning Organization's MPO Transportation Alternatives list. Pedestrian improvements including a pedestrian crossing at intersection #2 and sidewalks along Rock Crusher Rd. are recommended.

***Impervious Surface/Stormwater*:** The Master Plan proposes a maximum impervious surface ratio of 65%, calculated project-wide instead of per lot. The LDC outlines maximum impervious surface as follows:

Zoning District	Maximum Impervious Surface
LDR	35%
MDR	50%
REC	25%
RVP	40%
Cinnamon Ridge (adjacent)	35%
Crystal Oaks (adjacent)	50%
Proposed	65% (project-wide)

As demonstrated in the above table, the request is a significant increase from existing conditions. That said, the request along with the Master Plan is not inconsistent with similar single-family residential PUDs in the County. The applicant will need to provide confirmation at the time of platting that stormwater has been designed to accommodate a project-wide impervious surface.

***Landscaping/Buffers*:** Buffers and landscaping standards were not addressed specifically in the PUD submittal and would appear to default to LDC standards. A 5' sodded strip is required between

Attachment: BCC Staff Report (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

residential uses as proposed and adjacent residential uses (as well as the RV park). The application notes that the RV park has an existing 50' buffer in it that would also serve to separate the uses.

Residential Density/Setbacks: The PUD proposes a total of 957 units, broken down into four phases (with a sub-phase in Phase 2). See below:

Phase	*Number of Lots*	*Density Proposed*	*Density Max w/o PUD (existing)*	*Density Max with PUD*	*Timing*
1	*232*	*2.89 du/ac*	*4.0 du/ac*	*8.0 du/ac*	*5 years*
2A	*315*	*3.15 du/ac*	*2.0 du/ac*	*6.0 du/ac*	*10 years*
2B	*181*	*2.72 du/ac*	*2.0 du/ac*	*6.0 du/ac*	*20 years*
3	*161*	*2.81 du/ac*	*n/a*	*n/a*	*10 years*
4	*68*	*1.35 du/ac*	*n/a*	*n/a*	*15 years*
TOTAL	*957*	*2.7 du/ac*			

The existing REC designation does not have a residential density standard as residential subdivisions are not an expected use in this district. Overall, the density proposed in the existing LDR and MDR areas is 2.95 du/ac, while six or eight du/acre could be allowable with a PUD.

The adjacent Cinnamon Ridge site utilizes a density of approximately 4.0 du/acre while the adjacent Crystal Oaks subdivision has a density of approximately 4.5 du/acre. As such, the proposed density appears to be compatible with the surrounding residential subdivisions.

To accommodate these additional units, the applicant has proposed 50-foot wide lots, with reduced front setbacks of 20 feet. Side and rear setbacks are proposed at 5 feet, with a minimum 10 feet building separation. These setbacks as proposed are similar with those of other residential PUDs in the County that provide central water and central sewer. However, it should be clarified that corner lots with the second front on the Major Collector roadway should not be subject to reduced second front setbacks.

Pedestrian Circulation/Sidewalks: The Comprehensive Plan notes that roadways serving more than 40 units should have sidewalks along both sides of the roadway. The applicant's narrative addresses this as follows:

> Only a small number of lots rely on driveway access and frontage onto the minor collector roadway for access as a majority of the community only have access onto the secondary neighborhood residential streets. {Reference page 51 of 246 – IV. Infrastructure, Roadways and Pedestrian Facilities].

The Master Plan indicates approximately 43 lots in Phase 1 that only have access onto this collector roadway (a pedestrian sidewalk has now been added on one side of the roadway in this area), with approximately 37 lots in Phase 2A/2B and 9 lots in Phase 4 having this sole access. As such, a pedestrian walkway on both sides of the collector roadway would be warranted, as well as access to the amenity area(s). Bicycle access should also be considered due to the community and recreational facility not being centrally located as well as the proximity of the development to the Suncoast Parkway 2 trailhead. With the new site plan, the applicant has added access to a pedestrian sidewalk from the collector roadway to the central amenity/lake area.

Attachment: BCC Staff Report (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

Recreation/Open Space: The PUD proposes to utilize the existing Rock Crusher Canyon area, including an existing lake, for recreation use. The Master Plan proposes a community facility within this area, although specific details have not been provided.

Comprehensive Plan Policy 17.15.11 requires all new residential subdivisions to provide at least 20 percent of the project as open space. Open space is further defined in this policy to note that it cannot include constructed drainage facilities, active recreation areas or similar uses. The Master Plan notes that approximately 9% of the site is "community facilities, recreation and open space". The revised site plan delineated open/green space for a total of 14% of the site (it has previously been indicated as 9% of the site).

The PDC noted that the proposed open space on the site plan appeared to be adequate, although staff cautioned that a deviation cannot be made from policies within the Comprehensive Plan. Following that discussion, staff has prepared a possible text amendment to that policy that would allow open DRA areas to be included in the overall open space calculation (the policy currently prohibits their inclusion in that calculation). The applicant has told staff that with inclusion of the drainage areas the total open space will exceed 20% of the area. As such, a potential revision to this policy has been prepared and is attached to this staff report, if the BCC agrees with the PDC that the open space indicated on the site plan is acceptable for the project provided that drainage areas are included.

Other Considerations: The applicant has requested flexibility to allow for up to 3% of a revision within the proposed lot count in each phase without the requirement for Minor Modification approval. While staff has no concern with this proposal, it is suggested that the phasing counts may be modified as needed provided that all infrastructure is provided for each phase/sub-phase at the time of development, and overall phasing schedule deadlines are met. This would not allow an increase in the overall number of units but would provide some flexibility within each phase/sub-phase.

PROPOSED FINDINGS OF FACT – PLANNED UNIT DEVELOPMENT

Staff reviewed this application under the standards of Section 4300, Planned Unit Developments (PUD), of the LDC. The PDC may recommend, and the BCC may approve, modified conditions of approval pursuant to LDC Section 4302, PUD Approval Procedures, when in the public interest and expressed in formal findings of fact. The reviewing body shall approve, approve with modifications and/or conditions, or disapprove the Planned Unit Development. The reviewing body shall enter its reasons for such action in its record. As evidence, the following findings of facts are cited.

A. **Only uses which are consistent with the Comprehensive Plan may be approved as a PUD.** *Residential uses are proposed that are generally consistent with the LDC and Comprehensive Plan as outlined in this report.*

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 and an RV park. The lots as proposed are smaller in width than some in the surrounding area although overall density is reduced.*

Attachment: BCC Staff Report (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

C. Accessory uses shall be permitted as set forth within the approved general concept plan or as found by the Board of County Commissioners to be compatible with an approved plan. *The master plan does not include any specific proposals for accessory uses. Any accessory uses that are proposed in the future would be subject to standards as outlined in the LDC.*

D. Subsequent to the approval of a PUD, uses not enumerated may be permitted through amendment of the PUD and approved by the Board of County Commissioners. *The applicant has been advised that any future uses may require an amendment to this PUD.*

E. The land area included within the PUD development shall be of such proportions as to properly accommodate all proposed uses in keeping with the general requirements of the county and the established objectives and policies of the adopted Comprehensive Plan. *The land area proposed for the use meets the standards outlined within the Comprehensive Plan, as long as open space standards can be met.*

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 be required to meet these standards.

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, provided that open space standards can be met, and additional pedestrian access is considered.*

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 outlined in the Master Plan, and they are consistent with other residential PUDs in the County.*

I. Approval of the proposed PUD development shall include approval of all maps, diagrams, tables, and reports submitted by the applicant. *The applicant has submitted a Master Plan and accompanying narrative which were reviewed for this report.*

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 requested a deviation from this requirement, as outlined in this report.*

Attachment: BCC Staff Report (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

SUMMARY OF FINDINGS

It has been determined that the reviewing body (PDC), may recommend approval of the proposed Comprehensive Plan Amendment/Atlas Amendment with a Planned Unit Development. 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 that conditions suggested by staff are adhered to.

PLANNING AND DEVELOPMENT COMMISSION (PDC) RECOMMENDATION: The Planning and Development Commission (PDC) discussed this application on January 20, 2022. The PDC recommended approval with the revised conditions of the proposed request to amend the Future Land Use Map (FLUM) of the Citrus County Comprehensive Plan, to amend the Land Development Code Atlas Map, and to establish a Planned Unit Development. The PDC found that the application is consistent with the requirements of the LDC and consistent with the Comprehensive Plan. Granting this request will not adversely affect the public interest and would be generally compatible with adjacent properties and other properties in the district, provided adherence to the revised conditions.

If this application is approved, the following conditions are suggested:

1. The development approval is limited to 957 dwelling units as well as community facilities and recreation area as generally outlined on the Master Plan and accompanying narrative date-stamped received December 29, 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 minimum dimensional requirements of this single-family development shall be as follows:

Minimum Lot Area	5,000 Sq. Ft.
Minimum Lot Width	50 Feet
Maximum Lot Coverage	65% (Plat wide, demonstrated at platting)
(including Accessory Structures)	
Minimum Yard Requirements:	
A. Front	20 Feet
Side Front (corner lot)	10 Feet (does not include lots with second front on Major Collector roadway)
B. Sides	5 Feet
C. Rear	5 Feet
D. Building Separation	10 Feet

3. The residential lots must meet all LDC platting requirements prior to development.

4. The community facilities and recreational areas must meet non-residential design criteria in accordance with LDC requirements at time of permitting.

Attachment: BCC Staff Report (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

5. At the time of platting, the applicant must demonstrate provision for active recreation, and open space shall be increased to 20% of the total residential area to be developed. Open space cannot include constructed drainage facilities, active recreation areas or similar uses as outlined in Comprehensive Plan Policy 17.15.11. (***NOTE: Subject to revision of policy to allow drainage facilities)***

6. Buffers, landscaping, and tree preservation in accordance with LDC standards must be addressed at time of improvement plans during the platting process.

7. 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.

8. The project must meet LDC and State standards for central water and central sewer.

9. At time of platting/permitting, the applicant will need to provide the following to the satisfaction of the County Engineer:

    a. Trip generation rates for the proposed development to determine the need for acceleration, deceleration, and storage lanes in accordance with Section 7190, Auxiliary Lanes, of the LDC, as well as overall right-of-way widths throughout the project. (If turn lanes are required, additional right of way will need to be dedicated to Citrus County in an amount equal to the amount of right of way utilized for auxiliary lanes at proposed project entrances).
    b. A traffic signal warrant for intersections # 1 and # 3.
    c. An analysis of the signal phase timing for the existing signal at Rock Crusher Rd. and W. Crystal Oaks Dr./W. Venable St.

10. Provide a pedestrian crossing at intersection #2 and sidewalks along Rock Crusher Rd. (NOTE: This comment added after PDC hearing following submittal details from applicant).

11. Phasing of the project is as follows (dates reflect years from the date of final approval of this application):

Development Phase	Proposed Number of Lots	Phase Schedule
Phase 1	232	5 Years
Phase 2A	315	10 Years
Phase 2B	181	20 Years
Phase 3	161	10 Years
Phase 4	68	15 Years

The phasing lot counts may be individually modified as needed by the applicant provided that all infrastructure is provided for each phase/sub-phase at the time of development, and overall phasing schedule deadlines and total lot number standards are met.

Attachment: BCC Staff Report (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

12. Where standards are not specified herein, the Citrus County Land Development Code standards (or current code standards) will apply.

13. 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/JH/cb

Attachment: BCC Staff Report (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

If the BOCC chooses to allow the open space for this site to include drainage areas, the following Comprehensive Plan text amendment is suggested:

Policy 17.15.11 The following open space standards shall apply to all new residential development:

Outside the PSA – in order to encourage conservation design in the transitioning rural areas of the County, Planned Development shall be allowed as follows:

Maximum Residential Density

Land Use District	Use by Right Du/ac	Planned Development (50% open space required) Du/ac
RUR	1/10	1/5
AGR	1/10	1/5

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 (PSA), unless part of a Planned Unit Development approved by the BOCC.

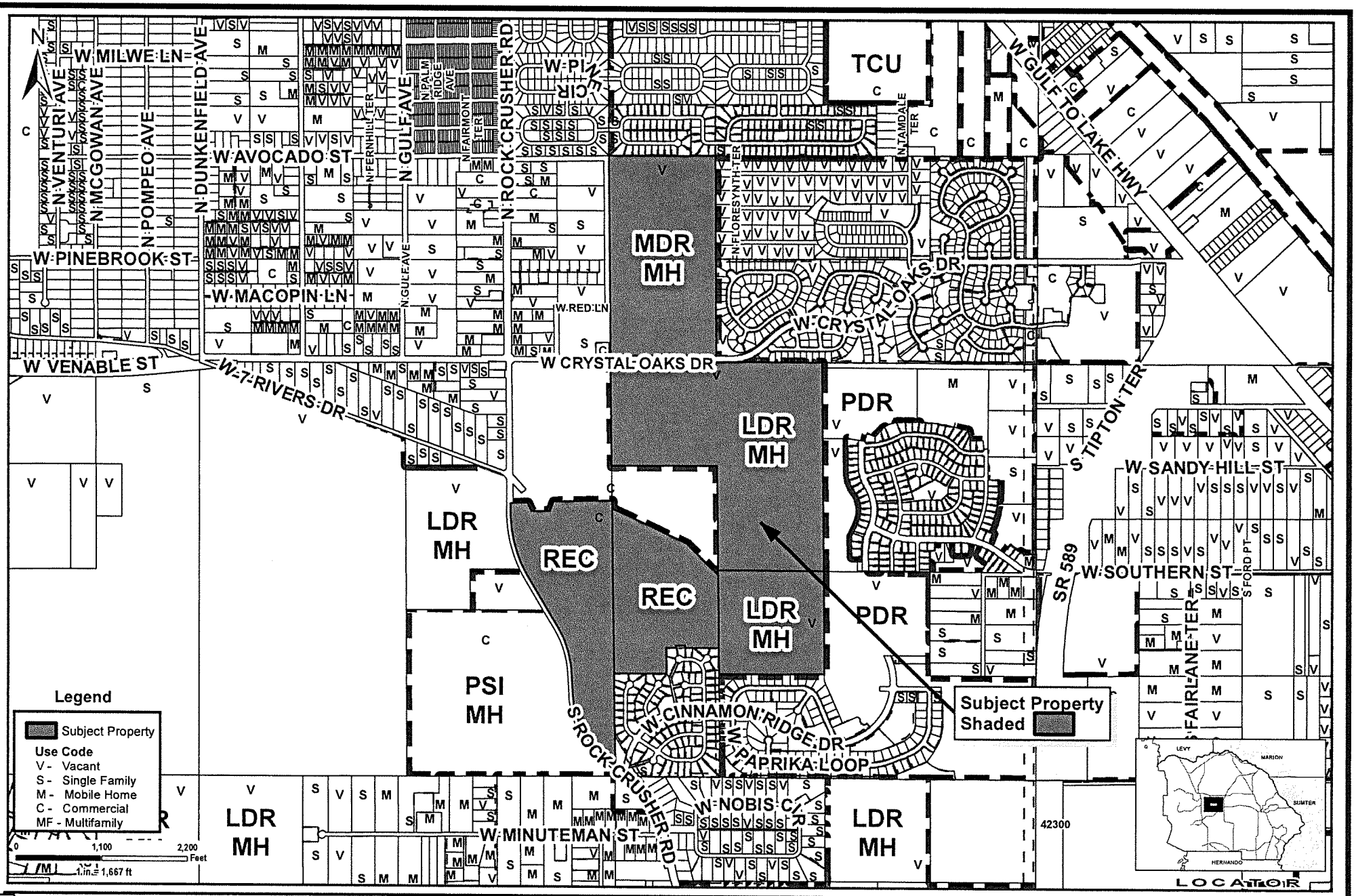
This required open space may not include ~~constructed drainage facilities, easements,~~ utilities, common maintenance facilities, storage areas, common buildings, active recreation areas, or similar uses (however, golf courses are allowed). Open space property shall be preserved through permanent conservation easements or similar legal instruments to preclude future development or further subdivision of the land, or may be considered as part of an overall Planned Unit Development (PUD) . Preserved areas shall be owned in common by all residents, a land trust, or an appropriate legal association and may be used for passive recreation, agriculture, or silviculture. Limited structures such as barns, stables, agricultural buildings, gazebos, and picnic shelters shall be allowed within the preserved areas, but storage areas and sheds, workshops, garages,

Attachment: BCC Staff Report (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)

and similar accessory structures are prohibited. Individual potable water wells and on-site septic systems may be allowed in open space areas adjacent to homes as needed.

Wetlands, sinkholes, and other unbuildable portions of a property may account for no more than fifty percent (50%) of the required minimum open space unless these areas are contiguous to public conservation lands and are transferred into public ownership. ~~Natural areas incorporated into stormwater management systems may be included as open space; however, such areas may account for no more than fifty percent of the required open space.~~ At least fifty percent of the required minimum open space acreage must be comprised of uplands, regardless of the number of acres of wetlands preserved, except as noted with respect to public lands.

Attachment: BCC Staff Report (19991 : 5:01 CPA/AA/PUD-22-01 Clark Stillwell for Crystal Ridge Property Group, LLC)



Application #: CPA/AA/PUD-22-01

Applicant: Chuck Pigeon for Gulf to Lakes Associates, LLLP

Proposal: FLUM from REC to MDR; LUAM from REC, MDR MH, & LDR MH to MDR, & LDR all with a PUD for single-family residential uses

Location: Lecanto area

S-T-R - 1,6,31-19,19,18-17,18,18

Land Use Atlas: REC MH, MDR MH, & LDR MH

Planner Initials: CH Date: 12/9/21

Geographic Information Systems

Cynthia P. Skelhorn
Director

Prepared By : William Braunsch
Date: November 29, 2021
Source: Enterprise Geodatabase
Map Number: WB0000738

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

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

AGENDA MEMORANDUM

FROM:	Michael Sherman, AICP Growth Management Director
SUBJECT:	5:05pm CPA/AA-21-13 Charles S. Dixon, AICP for School Board of Citrus County, FL
AGENDA DATE:	**March 08, 2022**

BRIEF OVERVIEW:

This application is a request to amend the Future Land Use Map (FLUM) of the Citrus County Comprehensive Plan from RMU, Residential Mixed Use District, to PSI, Public/Semi-Public/Institutional District, and to amend the Land Development Code Atlas Map from PDR, Planned Residential District with a designation on the Betz Farm Development of Regional Impact for Public Use/Public Schools and Open Space/Natural Areas/Buffers, to PSI, Public/Semi-Public/Institutional District.

This application was approved by the BOCC for transmittal to State agencies on January 4,2022. This is the adoption phase of the application.

BUDGET IMPACT/FUNDING SOURCE:

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

N/A- Applicant Responsibility

RECOMMENDED ACTION:

a. Conduct a public hearing on March 8, 2022, at 5:05 pm to review and discuss CPA/AA 21-13, Charles S. Dixon, AICP for School Board of Citrus County, FL

b. If approved, adopt and authorize the Chairman to execute the ordinances for CPA/AA 21-13, Charles S. Dixon, AICP for School Board of Citrus County, FL and direct the Clerk to execute the ordinances.

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 155.25 ACRES FROM THE PLANNED RESIDENTIAL DISTRICT (BETZ FARM DEVELOPMENT OF REGIONAL IMPACT) TO THE PUBLIC/SEMI-PUBLIC/INSTITUTIONAL DISTRICT; PROVIDING FOR APPLICABILITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR 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-21-13 Charles S. Dixon, AICP for School Board of Citrus County, FL: Re-designation of approximately 155.25 acres from the Planned Residential District with a designation on the Betz Farm Development of Regional Impact for Public Use/Public Schools and Open Space/Natural Residential to the Public/Semi-Public/Institutional District on the Land Use Atlas Map as presented in CPA/AA-21-13 and as further described in Exhibit "A", legal description, 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 Section 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.

Attachment: AA Ordinance (19989 : 5:05pm CPA/AA-21-13 Charles S. Dixon, AICP for School Board of Citrus County, FL)

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

_____
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 (19989 : 5:05pm CPA/AA-21-13 Charles S. Dixon, AICP for School Board of Citrus County, FL)

EXHIBIT A
CPA/AA-21-13
LEGAL DESCRIPTION

Sections 15 and 22, Township 18 South, Range 17 East, more specifically a portion of Parcel 24000 (Alternate Key 3486585) as follows:

(CRYSTAL RIVER HIGH SCHOOL) COM AT SW COR OF SEC 15-18-17, TH N 88 DEG 51M 14S E AL SEC LN BETW SEC 15 & SEC 22 & S LN OF ECHO HILLS 1350 FT TO A PT ON E R/W LN OF 3RD ST, A 60 FT R/W AS IT NOW EXISTS, SD PT ALSO BEING SE COR OF SD ECHO HILLS & POB, TH N 0 DEG 1 0M 17S W AL SD E R/W LN OF 3RD ST 648.21 FT, TH N 89 DEG 49M 43S E 990 FT, TH S 0 DEG 10M 17S E & PAR TO SD E R/W LN OF 3RD ST 1155 FT, TH S 89 DEG 49M 43S W 990 FT TO A P T ON E R/W LN OF SD 3RD ST, TH N 0 DEG 10M 17S W AL SD E R/W LN OF 3RD ST 506.79 FT TO POB, SD LANDS LYING IN & BE ING A PT OF SW1/4 OF SEC 15 ---&--- NW1/4 OF SEC 22 ---&--- BEG AT A PT FOUND BY MEASURING FROM PT OF INT OF N R/W LN OF SR 44 CRYSTAL AVE EXT & W R/W LN OOF 3RD ST NW'LY AL W R/W OF SD 3RD ST 1717.45 FT, TH E'LY PAR TO N R/W OF SR 44 60 FT TO A 4" X 4" CONCRETE MARKER AT NW COR OF TRACT DESCR IN OR BK 168 PG 527 & ABOVE MENTIONED POB, TH CONT N' LY AL E LN OF SD 3RD ST & ITS EXT N'LY 660 FT, TH E'LY & PAR TO N LN OF SD TRACT 990 FT, TH S'LY & PART SD E LN OF 3RD ST & ITS EXT 660 FT TO NE COR OF SD TRACT, TH W'LY AL N LN OF SD TRACT FOR SD CITRUS CO 990 FT TO AFRMTD POB DESCR IN OR BK 168 PG 527 & O R BK 199 PGS 310 & 311 ----&---- PARCEL A: A PCL OF LAND IN SECS 15 & 22-18-17 MORE PART DESCR AS FOL: BEG AT THE N1/4 COR OF SEC 22-18-17, TH S 0D 01M 44S E AL THE E LN OF THE NW1/4 OF SD SEC 22, 978.55 FT, TO THE NE COR OF LANDS DESCR IN OR BK 679 PG 1284, TH S 89D 41M 31S W AL THE N LN OF SD LANDS, 660.07 FT, TH S 27D 31M 38S W AL THE NW LN OF SD LANDS 237.86 FT TO A NON TANG INTERSECTION WITH THE N R/W LN OF OLD SR 44 (50 FT WIDE), SD R/W BEING A CIRCULAR CURVE, CONCAVE SW HAVING A RAD OF 637.06 FT, TH NW AL SD R/W LN & CURVE, 376.42 FT THRU A CTRL ANG OF 33D 51M 17S & CH=N 72D 46M 24S W 370.97 FT, TO THE PT THEREOF, TH CONT AL SD N R/W LN, N 89D 42M 02S W 241.80 FT TO THE W LN OF NE1/4 OF NW1/4 OF SD SEC 22, TH N 0D 17M 10S E AL SD W LN, 562.43 FT TO THE S LN OF LANDS DESCR IN OR BK 168 PG 527, TH S 89D 31M 40S E AL SD S LN 977.46 FT TO THE SE COR OF SD LANDS, TH N 0D 27M 52S E AL THE E LN OF SD LANDS & THE E LN OF LANDS

Attachment: AA Ordinance (19989 : 5:05pm CPA/AA-21-13 Charles S. Dixon, AICP for School Board of Citrus County, FL)

EXHIBIT A
CPA/AA-21-13
LEGAL DESCRIPTION (CONTINUED)

DESCR IN OR BK 199 PG 310, 1815.30 FT TO THE NE COR OF LANDS DESCR IN OR BK 199 PG 310, TH N 89D 32M 44S W AL THE N LN OF SD LANDS 969.93 FT TO THE NW COR OF SD LANDS, TH S 0D 25M 19S W AL THE W LN OF SD LANDS 88.64 FT TO THE NE COR OF ECHO HILLS PB 4 PG 79, TH S 89D 28M 01S W AL THE N LN OF SD ECHO HILLS 1190.93 FT, TH CONT AL SD N LN N 0D 30M 37S E 50.02 FT, TH CONT AL N LN S 89D 27M 05S W 160 FT TO THE NW COR OF SD ECHO HILLS & THE W LN OF THE SW1/4 OF AFOREMNT SEC 15, TH N 0D 25M 49S E AL SD W LN 55.82 FT TO THE NW COR OF SW1/4 OF SW1/4 OF SD SEC 15, TH N 89D 33M 02S E AL THE N LN OF SD SW1/4 OF SW1/4 50.01 FT TO THE E LN OF THE ACESS RD EASE (50 FT WIDE), GRANTED TO FPC IN OR BK 231 PG 252, TH N 0D 25M 49S E AL SD E LN 1355 FT TO THE S LN OF THE LANDS DESCR IN OR BK 229 PG 432, TH N 89D 36M 29S E AL SD S LN 283.11 FT TO THE SE COR OF SD LANDS, TH N 0D 26M 25S E AL THE E LN OF SD LANDS 300.01 FT TO THE NE COR OF SD LANDS, TH S 89D 37M 25S W AL THE N LN 253.10 FT TO THE E LN OF THE POWER LINE EASE (50 FT WIDE), GRANTED TO FPC IN AFOREMTN OR BK 231 PG 252, TH N 0D 26M 25S E AL SD E LN 10.10 FT TO THE S R/W LN OF N TURKEY OAK DR PB 15 PG 127-131, TH N 89D 37M 03S E AL SD S R/W LN 378.08 FT TO A NON TANG INTERSECTION WITH A CIRCULAR CURVE (PC PER PLAT), CONCAVE SW HAVING A RAD OF 1160, TH CONT AL SD S R/W LN & CURVE SE 420.97 FT THRU A CTRL ANG OF 20D 47M 35S & CH=S 79D 58M 09S E 418.67 FT TO THE N MOST COR OF DRA, TH S 22D 47M 40S W AL THE W LN OF SD DRA 395.15 FT TO THE W MOST COR OF SD DRA, TH S 80D 46M 21S E AL THE S LN OF SD DRA, 444.09 FT TO THE S MOST COR OF DRA, TH N 14D 32M 45S E AL THE E LN OF SD DRA 400.49 FT TO THE AFOREMT S R/W LN OF N TURKEY OAK DR, TH S 50D 23M 16S E AL SD S R/W LN 424.95 FT TO A NON TANG INTERSECTION WITH A CIRCULAR CURVE (PC PER PLAT), CONCAVE NE HAVING A RAD OF 1240 FT, TH CONT AL SD S R/W LN & CURVE SE 278 FT THRU A CTRL ANG OF 12D 52M 22S & CH = S 56D 50M 01S E 278.01 FT TO THE N MOST COR OF DRA, TH S 50D 24M 18S W AL THE W LN OF SD DRA 114.97 FT, TH CONT AL SD W LN S 18D 21M 07S W 58.03 FT, TH CONT AL SD W LN S 22D 33M 20S E 49.99 FT, TH N 85D 20M 19S E AL THE S LN OF SD DRA

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EXHIBIT A
CPA/AA-21-13
LEGAL DESCRIPTION (CONTINUED)

52.05 FT, TH CONT AL S S LN N 68D 27M 35S E 97 FT, TH CONT AL SD S LN N 77D 56M 49S E 40 FT, TH CONT AL SD S LN S 86D 14M 42S E 39.97 FT, TH CONT AL SD S LN, S 56D 03M 40S E 97.97 FT, TH CONT AL SD S LN S 40D 51M 40S E 85.03 FT, TH CONT AL SD S LN S 65D 40M 56S E 40.02 FT, TH CONT AL SD S LN N 64D 09M 14S E 40.02 FT, TH CONT AL SD S LN, N 34D 05M 39S E 32.03 FT, TH N 10D 50M 25S W AL THE E LN OF SD DRA 108.01 FT TO A NON TANG INTERSECTION WITH THE AFOREMENT S R/W LN OF N TURKEY OAK DR, SD S R/W LN BEING A CIRCULAR CURVE, CONCAVE N & HAVING A RAD OF 1240 FT, TH E AL SD S R/W LN & CURVE 659.91 FT THRU A CTRL ANG OF 30D 29M 31S & CH=N 84D 51M 20S E 652.15 FT (TO PT THEREOF) TH CONT AL SD S R/W LN N 59D 37M 26S E 26.41 FT TO THE W MOST COR OF DRA, TH S 20D 21M 22S E AL THE W LN OF SD DRA 154.98 FT, TO THE S MOST COR OF SD DRA, TH N 69D 37M 43S E AL THE S LN OF SD DRA, 175.18 FT TO THE E MOST COR OF SD DRA, TH N 20D 23M 12S W AL THE E LN OF SD DRA. 154.99 FT TO THE AFOREMNT S R/W LN OF N TURKEY OAK DR, TH N 69D 37M 26S E AL SD S R/W LN 305.94 FT TO A NON TANG INTERSECTION WITH A CIRCULAR CURVE (PC PER PLAT), CONCAVE SW HAVING A RAD OF 1110 FT, TH SE AL SD R/W LN & CURVE 1893.34 FT THRU A CTRL ANG OF 97D 43M 48S & CH=S 61D 30M 30S E 1672.02 FT TO THE N MOST COR OF DRA, TH S 32D 04M 06S W AL THE N LN OF SD DRA, 72.87 FT, TH CONT AL SD NW LN S 49D 07M 26S W 59.64 FT, TH CONT AL SD NW LN S 62D 16M 02S W 77.12 FT, TH CONT AL SD NW LN S 31D 59M 26S W 154.17 FT TO THE S LN OF N1/2 OF SE1/4 OF AFOREMENT SEC 15, TH S 89D 31M 44S W AL SD S LN 1752.99 FT TO THE SW COR OF SD N1/2 OF SE1/4, TH S 0D 13M 44S W AL THE E LN OF THE SE1/4 OF SW1/4 OF SD SEC 15, 1321.47 FT TO THE POB TITLE IN OR BK 1515 PG 261 -- 2011 LESS OUT: OR BK 2425 PG 683 TO CITRUS CO (PCL 70002) FOR ADDN R/W AT C.R.H.S ADJ TO S R/W OF N TURKEY OAK DR DESCR AS FOL: COM AT THE NW CORN OF SEC 15-18-17 TH S 0D 25M 23S W AL THE W BDRY OF SD SEC 15 A DIST OF 2741.10 FT TO THE INTERSECTION WITH THE S R/W LINE OF N TURKEY OAK DR PB15/127 SD PT BEING ON A CURVE TO THE SE HAVING A RAD OF 760 AND A CTRL ANG OF 6D 2M 12S AND A CH BEARING N 86D 35M 18S E 80.04 FT TH AL SD R/W LINE AND THE ARC OF SD CURVE A DIST OF 80.07 FT TO THE PT

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EXHIBIT A
CPA/AA-21-13
LEGAL DESCRIPTION (CONTINUED)

TH N 89D 36M 24S E AL SD R/W LINE 378.10 FT TO THE PC OF A CURVE CONCAVE TO THE SW HAVING A RAD OF 1160 FT, A CTRL ANG OF 40D AND A CH BEARING OF S 70D 23M 36S E 793.49 FT TH AL SD R/W LINE AND THE ARC OF SD CURVE A DIST OF 809.83 FT TO THE PT TH S 50D 23M 36S E AL SD R/W LINE A DIST OF 425 FT TO THE PC OF A CURVE CONCAVE TO THE NE HAVING A RAD OF 1240 FT CTRL ANG OF 2D 51M 02S AND A CH BEARING S 51D 49M 07S E 61.68 FT TH AL SD R/W LINE AND ARC OF SD CURVE A DIST OF 61.69 FT TO THE POB TH S 36D 45M 31S W 10 FT TO A PT ON A CURVE CONCAVE TO THE SW HAVING A RAD OF 80.30 FT CTRL ANG OF 86D 37M 37S AND A CH BEARING OF S 9D 7M 15S E 110.17 FT TH AL THE ARC OF SD CURVE 121.41 FT TO THE END OF SD CURVE TH S 59D 18M 37S E 100 FT TH N 30D 41M 23S E 61.67 FT TH N 72D 52M 36S E 37.23 FT TO THE INTERSECTION WITH THE AFOREMENTIONED S R/W LINE OF N TURKEY OAK DR SD PT BEING ON A CURVE CONCAVE NE HAVING A RAD OF 1240 FT CTRL ANG OF 8D 59M 55S AND CH BEARING OF N 57D 44M 39S W 194.55 FT TH AL SD R/W LINE AND ARC OF SD CURVE 194.75 FT TO THE POB (.25AC) ----AND---- 10 FT STRIP DESCR AS FOL: COM AT THE NW CORN OF SEC 22-18-17 TH N 88D 51M 14S E AL THE N BDRY OF THE NW1/4 OF SD SEC 22 A DIST OF 1350 FT TO A PT ON THE E R/W LINE OF NE 8TH AVE (FKA THIRD ST) SD PT ALSO BEING THE SE CORN OF ECHO HILLS PB4/79 AND THE POB TH CONT N 88D 51M 14S E 10.51 FT TO A PT ON THE W BDRY OF NE1/4 OF NW1/4 OF SD SEC 22 TH S 0D 23M 55S E AL THE W BDRY OF THE NE1/4 OF NW1/4 OF SD SEC 22 A DIST OF 506.97 FT TO A PT ON THE S BDRY OF LANDS DESCR IN OR BK 165/527 TH S 89D 49M 43S W 12.52 FT TO A PT ON THE E R/W LINE OF SD NE 8TH AVE TH N 0D 10M 17S W AL THE E R/W LINE OF NE 8TH AVE A DIST OF 506.79 FT TO THE POB TITLE IN OR BK 2332 PG 95

Less Parcel A described herein.

Containing approximately 155.25 acres

Attachment: AA Ordinance (19989 : 5:05pm CPA/AA-21-13 Charles S. Dixon, AICP for School Board of Citrus County, FL)

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 155.25 ACRES FROM THE RESIDENTIAL MIXED USE DISTRICT (BETZ FARM DEVELOPMENT OF REGIONAL IMPACT) TO THE PUBLIC/SEMI-PUBLIC/INSTITUTIONAL DISTRICT; PROVIDING FOR APPLICABILITY; PROVIDING FOR SEVERABILITY; 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, 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-21-13, Charles S. Dixon, AICP for School Board of Citrus County, Florida, and shall be effective within the unincorporated areas of Citrus County, Florida.

SECTION 2. AUTHORITY

This Citrus County Comprehensive Plan Amendment, Charles S. Dixon AICP for School Board of Citrus County, Florida, is adopted pursuant to Chapter 163, Florida Statutes.

Attachment: CPA Ordinance (19989 : 5:05pm CPA/AA-21-13 Charles S. Dixon, AICP for School Board of Citrus County, FL)

SECTION 3. REVISIONS TO THE FUTURE LAND USE MAP (FLUM)

CPA/AA-21-13 Charles S. Dixon, AICP for School Board of Citrus County, FL: Re-designation from the Residential Mixed Use District (RMU) and the Betz Farm Development of Regional Impact to the Public/Semi-Public/Institutional District on the Future Land Use Map, as presented in CPA/AA-21-13 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 (19989 : 5:05pm CPA/AA-21-13 Charles S. Dixon, AICP for School Board of Citrus County, FL)

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

_____
RONALD E KITCHEN, JR, CHAIRMAN

APPROVED AS TO FORM FOR THE RELIANCE OF CITRUS COUNTY ONLY

_____
DENISE A. DYMOND LYN,
COUNTY ATTORNEY

Attachment: CPA Ordinance (19989 : 5:05pm CPA/AA-21-13 Charles S. Dixon, AICP for School Board of Citrus County, FL)

EXHIBIT A
CPA/AA-21-13
LEGAL DESCRIPTION

Sections 15 and 22, Township 18 South, Range 17 East, more specifically a portion of Parcel 24000 (Alternate Key 3486585) as follows:

(CRYSTAL RIVER HIGH SCHOOL) COM AT SW COR OF SEC 15-18-17, TH N 88 DEG 51M 14S E AL SEC LN BETW SEC 15 & SEC 22 & S LN OF ECHO HILLS 1350 FT TO A PT ON E R/W LN OF 3RD ST, A 60 FT R/W AS IT NOW EXISTS, SD PT ALSO BEING SE COR OF SD ECHO HILLS & POB, TH N 0 DEG 1 0M 17S W AL SD E R/W LN OF 3RD ST 648.21 FT, TH N 89 DEG 49M 43S E 990 FT, TH S 0 DEG 10M 17S E & PAR TO SD E R/W LN OF 3RD ST 1155 FT, TH S 89 DEG 49M 43S W 990 FT TO A P T ON E R/W LN OF SD 3RD ST, TH N 0 DEG 10M 17S W AL SD E R/W LN OF 3RD ST 506.79 FT TO POB, SD LANDS LYING IN & BE ING A PT OF SW1/4 OF SEC 15 ---&--- NW1/4 OF SEC 22 ---&--- BEG AT A PT FOUND BY MEASURING FROM PT OF INT OF N R/W LN OF SR 44 CRYSTAL AVE EXT & W R/W LN OOF 3RD ST NW'LY AL W R/W OF SD 3RD ST 1717.45 FT, TH E'LY PAR TO N R/W OF SR 44 60 FT TO A 4" X 4" CONCRETE MARKER AT NW COR OF TRACT DESCR IN OR BK 168 PG 527 & ABOVE MENTIONED POB, TH CONT N' LY AL E LN OF SD 3RD ST & ITS EXT N'LY 660 FT, TH E'LY & PAR TO N LN OF SD TRACT 990 FT, TH S'LY & PART SD E LN OF 3RD ST & ITS EXT 660 FT TO NE COR OF SD TRACT, TH W'LY AL N LN OF SD TRACT FOR SD CITRUS CO 990 FT TO AFRMTD POB DESCR IN OR BK 168 PG 527 & O R BK 199 PGS 310 & 311 ----&---- PARCEL A: A PCL OF LAND IN SECS 15 & 22-18-17 MORE PART DESCR AS FOL: BEG AT THE N1/4 COR OF SEC 22-18-17, TH S 0D 01M 44S E AL THE E LN OF THE NW1/4 OF SD SEC 22, 978.55 FT, TO THE NE COR OF LANDS DESCR IN OR BK 679 PG 1284, TH S 89D 41M 31S W AL THE N LN OF SD LANDS, 660.07 FT, TH S 27D 31M 38S W AL THE NW LN OF SD LANDS 237.86 FT TO A NON TANG INTERSECTION WITH THE N R/W LN OF OLD SR 44 (50 FT WIDE), SD R/W BEING A CIRCULAR CURVE, CONCAVE SW HAVING A RAD OF 637.06 FT, TH NW AL SD R/W LN & CURVE, 376.42 FT THRU A CTRL ANG OF 33D 51M 17S & CH=N 72D 46M 24S W 370.97 FT, TO THE PT THEREOF, TH CONT AL SD N R/W LN, N 89D 42M 02S W 241.80 FT TO THE W LN OF NE1/4 OF NW1/4 OF SD SEC 22, TH N 0D 17M 10S E AL SD W LN, 562.43 FT TO THE S LN OF LANDS DESCR IN OR BK 168 PG 527, TH S 89D 31M 40S E AL SD S LN 977.46 FT TO THE SE COR OF SD LANDS, TH N 0D 27M 52S E AL THE E LN OF SD LANDS & THE E LN OF LANDS

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EXHIBIT A
CPA/AA-21-13
LEGAL DESCRIPTION (CONTINUED)

DESCR IN OR BK 199 PG 310, 1815.30 FT TO THE NE COR OF LANDS DESCR IN OR BK 199 PG 310, TH N 89D 32M 44S W AL THE N LN OF SD LANDS 969.93 FT TO THE NW COR OF SD LANDS, TH S 0D 25M 19S W AL THE W LN OF SD LANDS 88.64 FT TO THE NE COR OF ECHO HILLS PB 4 PG 79, TH S 89D 28M 01S W AL THE N LN OF SD ECHO HILLS 1190.93 FT, TH CONT AL SD N LN N 0D 30M 37S E 50.02 FT, TH CONT AL N LN S 89D 27M 05S W 160 FT TO THE NW COR OF SD ECHO HILLS & THE W LN OF THE SW1/4 OF AFOREMNT SEC 15, TH N 0D 25M 49S E AL SD W LN 55.82 FT TO THE NW COR OF SW1/4 OF SW1/4 OF SD SEC 15, TH N 89D 33M 02S E AL THE N LN OF SD SW1/4 OF SW1/4 50.01 FT TO THE E LN OF THE ACESS RD EASE (50 FT WIDE), GRANTED TO FPC IN OR BK 231 PG 252, TH N 0D 25M 49S E AL SD E LN 1355 FT TO THE S LN OF THE LANDS DESCR IN OR BK 229 PG 432, TH N 89D 36M 29S E AL SD S LN 283.11 FT TO THE SE COR OF SD LANDS, TH N 0D 26M 25S E AL THE E LN OF SD LANDS 300.01 FT TO THE NE COR OF SD LANDS, TH S 89D 37M 25S W AL THE N LN 253.10 FT TO THE E LN OF THE POWER LINE EASE (50 FT WIDE), GRANTED TO FPC IN AFOREMTN OR BK 231 PG 252, TH N 0D 26M 25S E AL SD E LN 10.10 FT TO THE S R/W LN OF N TURKEY OAK DR PB 15 PG 127-131, TH N 89D 37M 03S E AL SD S R/W LN 378.08 FT TO A NON TANG INTERSECTION WITH A CIRCULAR CURVE (PC PER PLAT), CONCAVE SW HAVING A RAD OF 1160, TH CONT AL SD S R/W LN & CURVE SE 420.97 FT THRU A CTRL ANG OF 20D 47M 35S & CH=S 79D 58M 09S E 418.67 FT TO THE N MOST COR OF DRA, TH S 22D 47M 40S W AL THE W LN OF SD DRA 395.15 FT TO THE W MOST COR OF SD DRA, TH S 80D 46M 21S E AL THE S LN OF SD DRA, 444.09 FT TO THE S MOST COR OF DRA, TH N 14D 32M 45S E AL THE E LN OF SD DRA 400.49 FT TO THE AFOREMT S R/W LN OF N TURKEY OAK DR, TH S 50D 23M 16S E AL SD S R/W LN 424.95 FT TO A NON TANG INTERSECTION WITH A CIRCULAR CURVE (PC PER PLAT), CONCAVE NE HAVING A RAD OF 1240 FT, TH CONT AL SD S R/W LN & CURVE SE 278 FT THRU A CTRL ANG OF 12D 52M 22S & CH = S 56D 50M 01S E 278.01 FT TO THE N MOST COR OF DRA, TH S 50D 24M 18S W AL THE W LN OF SD DRA 114.97 FT, TH CONT AL SD W LN S 18D 21M 07S W 58.03 FT, TH CONT AL SD W LN S 22D 33M 20S E 49.99 FT, TH N 85D 20M 19S E AL THE S LN OF SD DRA

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EXHIBIT A
CPA/AA-21-13
LEGAL DESCRIPTION (CONTINUED)

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EXHIBIT A
CPA/AA-21-13
LEGAL DESCRIPTION (CONTINUED)

TH N 89D 36M 24S E AL SD R/W LINE 378.10 FT TO THE PC OF A CURVE CONCAVE TO THE SW HAVING A RAD OF 1160 FT, A CTRL ANG OF 40D AND A CH BEARING OF S 70D 23M 36S E 793.49 FT TH AL SD R/W LINE AND THE ARC OF SD CURVE A DIST OF 809.83 FT TO THE PT TH S 50D 23M 36S E AL SD R/W LINE A DIST OF 425 FT TO THE PC OF A CURVE CONCAVE TO THE NE HAVING A RAD OF 1240 FT CTRL ANG OF 2D 51M 02S AND A CH BEARING S 51D 49M 07S E 61.68 FT TH AL SD R/W LINE AND ARC OF SD CURVE A DIST OF 61.69 FT TO THE POB TH S 36D 45M 31S W 10 FT TO A PT ON A CURVE CONCAVE TO THE SW HAVING A RAD OF 80.30 FT CTRL ANG OF 86D 37M 37S AND A CH BEARING OF S 9D 7M 15S E 110.17 FT TH AL THE ARC OF SD CURVE 121.41 FT TO THE END OF SD CURVE TH S 59D 18M 37S E 100 FT TH N 30D 41M 23S E 61.67 FT TH N 72D 52M 36S E 37.23 FT TO THE INTERSECTION WITH THE AFOREMENTIONED S R/W LINE OF N TURKEY OAK DR SD PT BEING ON A CURVE CONCAVE NE HAVING A RAD OF 1240 FT CTRL ANG OF 8D 59M 55S AND CH BEARING OF N 57D 44M 39S W 194.55 FT TH AL SD R/W LINE AND ARC OF SD CURVE 194.75 FT TO THE POB (.25AC) ----AND---- 10 FT STRIP DESCR AS FOL: COM AT THE NW CORN OF SEC 22-18-17 TH N 88D 51M 14S E AL THE N BDRY OF THE NW1/4 OF SD SEC 22 A DIST OF 1350 FT TO A PT ON THE E R/W LINE OF NE 8TH AVE (FKA THIRD ST) SD PT ALSO BEING THE SE CORN OF ECHO HILLS PB4/79 AND THE POB TH CONT N 88D 51M 14S E 10.51 FT TO A PT ON THE W BDRY OF NE1/4 OF NW1/4 OF SD SEC 22 TH S 0D 23M 55S E AL THE W BDRY OF THE NE1/4 OF NW1/4 OF SD SEC 22 A DIST OF 506.97 FT TO A PT ON THE S BDRY OF LANDS DESCR IN OR BK 165/527 TH S 89D 49M 43S W 12.52 FT TO A PT ON THE E R/W LINE OF SD NE 8TH AVE TH N 0D 10M 17S W AL THE E R/W LINE OF NE 8TH AVE A DIST OF 506.79 FT TO THE POB TITLE IN OR BK 2332 PG 95

Less Parcel A described herein.

Containing approximately 155.25 acres

Attachment: CPA Ordinance (19989 : 5:05pm CPA/AA-21-13 Charles S. Dixon, AICP for School Board of Citrus County, FL)

Ron DeSantis
GOVERNOR

FLORIDA DEPARTMENT of ECONOMIC OPPORTUNITY

Dane Eagle
SECRETARY

February 4, 2022

The Honorable Ronald E. Kitchen Jr.,
Chair, Citrus County
Board of County Commissioners
110 North Apopka Avenue
Inverness, Florida 34450

Dear Chair Kitchen:

The Department of Economic Opportunity ("Department") has reviewed the proposed comprehensive plan amendment for Citrus County (Amendment No. 22-01ESR) received on January 7, 2022. The review was completed under the expedited state review process. We have no comment on the proposed amendment.

The County should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment. For your assistance, we have enclosed the procedures for adoption and transmittal of the comprehensive plan amendment. In addition, the County is reminded that:

- Section 163.3184(3)(b), F.S., authorizes other reviewing agencies to provide comments directly to the County. **If the County receives reviewing agency comments and they are not resolved, these comments could form the basis for a challenge to the amendment after adoption.**

- **The second public hearing,** which shall be a hearing on whether to adopt one or more comprehensive plan amendments, **must be held within 180 days** of your receipt of agency comments or the amendment shall be **deemed withdrawn** unless extended by agreement with notice to the Department and any affected party that provided comment on the amendment pursuant to Section 163.3184(3)(c)1., F.S.

- **The adopted amendment must be rendered to the Department.** Under Section 163.3184(3)(c)2. and 4., F.S., the **amendment effective date** is 31 days after the Department notifies the County that the amendment package is complete or, if challenged, until it is found to be in compliance by the Department or the Administration Commission.

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: State Agency Comments (19989 : 5:05pm CPA/AA-21-13 Charles S. Dixon, AICP for School Board of Citrus County, FL)

If you have any questions concerning this review, please contact Beau Scott, Planning Analyst, by telephone at (850) 717-8515 or by email at beau.scott@deo.myflorida.com.

Sincerely,

James D. Stansbury, Chief
Bureau of Community Planning and Growth

JDS/bs

Enclosure(s): Procedures for Adoption

cc: Joanna Coutu, AICP, Director, Land Development Division, Citrus County
Randy Deshazo, Chief of Staff, Tampa Bay Regional Planning Council

Attachment: State Agency Comments (19989 : 5:05pm CPA/AA-21-13 Charles S. Dixon, AICP for School Board of Citrus County, FL)

Southwest Florida Water Management District

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

An Equal Opportunity Employer

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

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

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

Kelly S. Rice
Chair, Citrus, Lake, Levy, Sumter
Joel Schleicher
Vice Chair, Charlotte, Sarasota
Michelle Williamson
Secretary, Hillsborough
Ed Armstrong
Treasurer, Pinellas
Ashley Bell Barnett
Polk
Jack Bispham
Manatee
John Hall
Polk
William Hogarth
Pinellas
John Mitten
Hernando, Marion
Seth Weightman
Pasco

Brian J. Armstrong, P.G.
Executive Director

January 20, 2022

Mr. Michael Sherman, AICP
Citrus County
Growth Management
3600 W Sovereign Path, Suite 113
Lecanto, Florida 34461

RECEIVED
CPA/AA-21-13
JAN 20 2022

Land Development Division

Re: **Citrus 22-01ESR**

Dear Mr. Sherman:

The Southwest Florida Water Management District (District) has reviewed the referenced proposed amendment for the re-designation of 155.25 acres from Residential Mixed-Use District (RMU) to Public/Semi-Public/Institutional District (PSI). We offer the following technical assistance comments for consideration.

Regional Water Supply

1. Concerning water supply availability for this amendment, the application does not provide analyses documenting the adequacy of potable water supplies for the proposed amendment. These analyses should prove that any projected increases in water supply demand from the existing land uses to future use (due to a change) are planned for. For example, in this case, the amendment should plan for increases from RMU to PSI. If increases are anticipated, evidence should be included in the amendment materials how the additional demand would be met.

For additional information, see DEO's publication entitled A Guide To The Data And Analysis To Support Comprehensive Plan Amendments). A copy of the Guide is available at the following link:

http://www.floridajobs.org/community-planning-and-development/programs/technical-assistance/planning-initiatives/natural-resource-planning/water-supply-planning

2. Future development is encouraged to maximize the use of water conservation measures and reclaimed water (when available). Conservation measures available for consideration include, but are not limited to, Florida Water Star, Florida-Friendly Landscaping™ and distribution of water conservation literature to commercial tenants/owners. Additional information on these programs is available at the following links:

https://www.swfwmd.state.fl.us/conservation/florida_water_star/
https://www.swfwmd.state.fl.us/yards/
http://www.swfwmd.state.fl.us/publications/search.php?subject=conservation

Floodplain and Flood Prone Areas

3. No comment.

Attachment: State Agency Comments (19989 : 5:05pm CPA/AA-21-13 Charles S. Dixon, AICP for School Board of Citrus County, FL)

Wetlands and Other Surface Water
4. No comment.

Other Comments
5. A preapplication meeting with District Environmental Resource Permit (ERP) staff is encouraged prior to any site work. For assistance or additional information concerning the District's ERP program, please contact Rob McDaniel, ERP evaluation manager, at (813) 985-7481, extension 2039 or rob.mcdaniel@swfwmd.state.fl.us.

The District appreciates this opportunity to participate in the review process. Please provide the District with a copy of the adopted amendment, including any supporting data and analysis. If you have any questions or require further assistance, please do not hesitate to contact me at (352) 796-7211, extension 4407, or trisha.neasman@swfwmd.state.fl.us.

Sincerely,

Trisha Neasman

Trisha Neasman, AICP
Planning Lead

TN
cc: Ray Eubanks, DEO
Lindsay Weaver, DEP
Rob McDaniel, SWFWMD
Frank Gargano, SWFWMD
Cara Martin, SWFWMD

Attachment: State Agency Comments (19989 : 5:05pm CPA/AA-21-13 Charles S. Dixon, AICP for School Board of Citrus County, FL)

OFFICE OF THE COMMISSIONER
(850) 617-7700

THE CAPITOL
400 SOUTH MONROE STREET
TALLAHASSEE, FLORIDA 32399-0800

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES
COMMISSIONER NICOLE "NIKKI" FRIED

December 19, 2022

VIA US MAIL/EMAIL (joe.hochadel@citrusbocc.com)

Citrus County
Joe Hochadel
3600 West Sovereign Path, Suite 140
Lecanto, FL 34461

Re: DACS Docket # 20220111-2-Citrus
Citrus County
January 19, 2022

Dear, Joe Hochadel;

The Florida Department of Agriculture and Consumer Services (the "Department") received the above-referenced proposed comprehensive plan amendment on **January 10th, 2022** and has reviewed it pursuant to the provisions of Chapter 163, Florida Statutes, to address any potential adverse impacts to important state resources or facilities related to agricultural, aquacultural, or forestry resources in Florida if the proposed amendment(s) are adopted. Based on our review of your county's submission, the Department has no comment on the proposal.

If we may be of further assistance, please do not hesitate to contact me at 850-410-2282.

Sincerely,

Thomas Poucher
Budget Director
Office of Policy and Budget

cc: Florida Department of Economic Opportunity
(SLPA #: Citrus 22-01 ESR)

RECEIVED
JAN 19 2022
CPA/AA 21-13
Land Development Division

Attachment: State Agency Comments (19989 : 5:05pm CPA/AA-21-13 Charles S. Dixon, AICP for School Board of Citrus County, FL)

Florida Department of Transportation

RON DESANTIS
GOVERNOR

11201 N. McKinley Drive
Tampa, FL 33612

KEVIN J. THIBAULT P.E.
SECRETARY

January 10, 2022

Mr. Joe Hochadel
Principal Planner
Land Development Division
3600 West Sovereign Path, Suite 140
Lecanto, FL 34461-8070

Subject: Citrus County Comprehensive Plan Amendment 22-01ESR

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 proposed amendment (CPA/AA-21-13).

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: This is a large-scale map amendment on 155.25 acres from Residential Mixed-Use District (RMU) IND (Industrial District) to a Public/Semi-Public/Institutional District land use category. The change would facilitate the rezoning and site development of school related uses under the future Public/Semi-Public/Institutional District. The property is located within the greater 520-acre Betz Master Planned Development approved for up to 1,200 dwelling units. The property is generally located 3/4 mile north of SR 44 on the north and south sides of County Road 495 (N. Turkey Oaks Drive), east of N Hidden Oaks Way and west of N Holiday Drive. The property also has approximately 775 feet of frontage on W. Crystal Street.

Technical Comments: FDOT is providing a technical assistance comment consistent with Section 163.3168(3), Florida Statutes. The technical assistance comment(s) will not form the basis of a challenge. The technical assistance comment can strengthen the local government's comprehensive plan policies and is technical in nature and designed to ensure consistency with the Community Planning Act in Chapter 163, Part II, F.S. as follows:

Attachment: State Agency Comments (19989 : 5:05pm CPA/AA-21-13 Charles S. Dixon, AICP for School Board of Citrus County, FL)

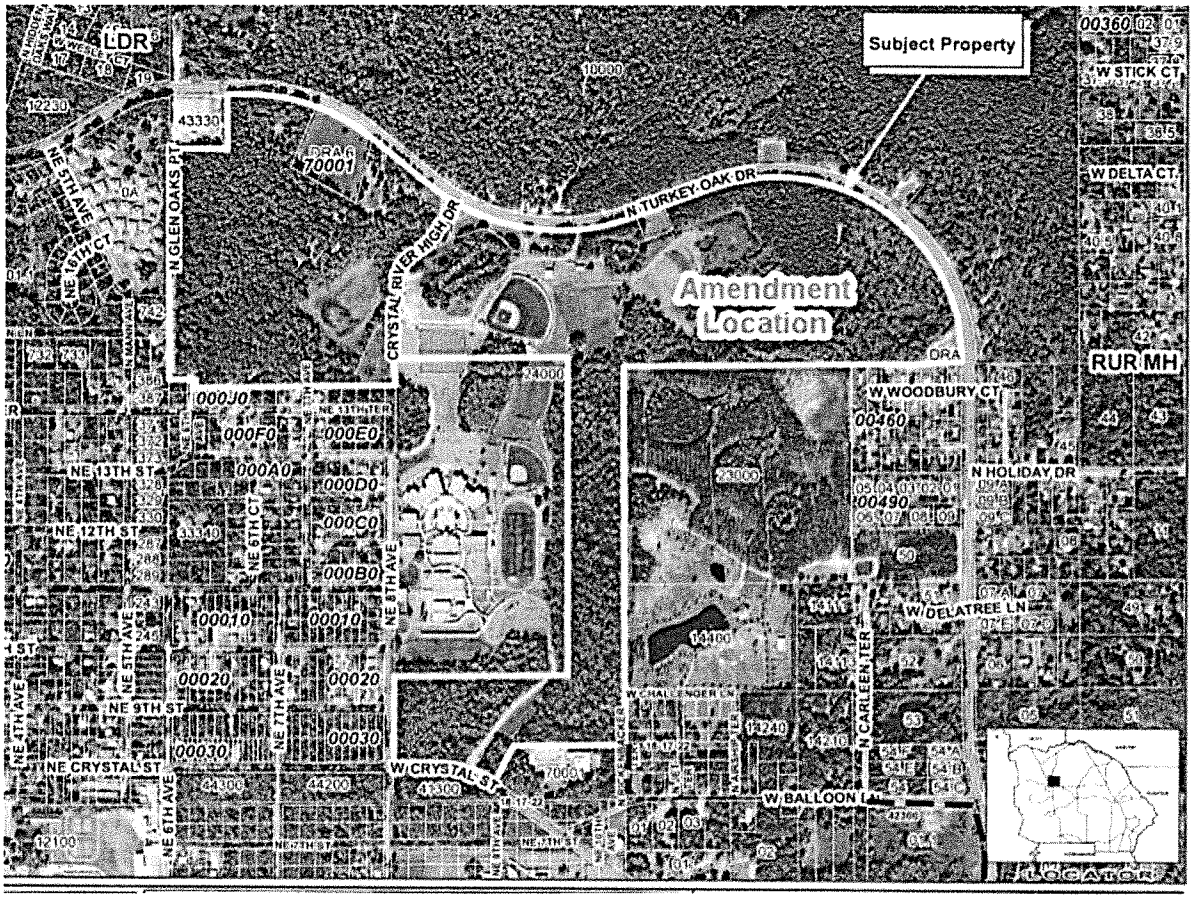
FPN 441104-01-52 FDOT construction project will add a 5-foot sidewalk along N. Turkey Oak Drive between SR 44 and Bay Avenue in the vicinity of Crystal River High School. Other project improvements will include:

- The intersections of Turkey Oak Drive / SR 44 and Turkey Oak Drive / N. Citrus Avenue will be repaved. The pedestrian crossings will be improved, and pedestrian signals will be replaced at each of these intersections.
- Widen the turn radius for the eastbound to southbound and southbound to westbound traffic movements at the intersection of N. Turkey Oak Drive and N. Citrus Avenue.
- Resurface or reconstruct driveway connections along N. Turkey Oak Drive from Woodbury Court to SR 44.
- Construction is underway and is expected to be completed in the spring of 2022.

Comments: County Road 495 (N. Turkey Oaks Drive) bisects the Betz planned development and will act as an internal collector road for future development. External roads surrounding the property (e.g., N. Holiday Road, N Glen Oaks Point, NE 8th Avenue, NE 11th Street and W Crystal Street are local facilities that shall disperse project traffic and diminish AM and PM Peak Hour flow to and from SR 44, a facility of state importance. The AADT (average annual daily trips) along SR 44 and W. Crystal Street intersection is currently 27,000 trips and will continue to operate at an acceptable level-of-service during project build-out.

FDOT determined proposed amendment CPA/AA/-21-13 has no impact on important state transportation resources or facilities within its jurisdiction. For convenience, a location map is below.

Attachment: State Agency Comments (19989 : 5:05pm CPA/AA-21-13 Charles S. Dixon, AICP for School Board of Citrus County, FL)



Thank you for coordinating on the review of this proposed amendment with FDOT. If you have any questions, please do not hesitate to contact me by email at Daniel.Santos@dot.state.fl.us or (813) 975-6429.

Sincerely,

Daniel C. Santos, AICP
Transportation Planning Supervisor

cc: Ray Eubanks, Plan Processing Administrator, DEO
Beau Scott, AICP Planning Analyst, DEO
Waddah Farah, PDA Administrator, FDOT District 7
James Meyer, Brooksville Permit Manager, FDOT District 7

Attachment: State Agency Comments (19989 : 5:05pm CPA/AA-21-13 Charles S. Dixon, AICP for School Board of Citrus County, FL)

Joanna L. Coutu

From: Joseph C. Hochadel
Sent: Thursday, February 3, 2022 4:18 PM
To: Vicki R. Austin; Joanna L. Coutu
Subject: FW: [EXTERNAL]Citrus County 22-01ESR Proposed

DEP comments for CPA/AA-21-13.

From: Plan_Review <Plan.Review@dep.state.fl.us>
Sent: Thursday, February 3, 2022 4:14 PM
To: Joseph C. Hochadel <joe.hochadel@citrusbocc.com>;
dcpexternalagencycomments@deo.myflorida.com
Cc: plan.review@dep.state.fl.us
Subject: [EXTERNAL]Citrus County 22-01ESR 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 22-01ESR – 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.

Attachment: DEP comments Feb 3 2022 (19989 : 5:05pm CPA/AA-21-13 Charles S. Dixon, AICP for School Board of Citrus County, FL)

Please submit all future amendments by email to Plan.Review@FloridaDEP.gov <mailto: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.

<http://survey.dep.state.fl.us/?refemail=Plan.Review@dep.state.fl.us>

Attachment: DEP comments Feb 3 2022 (19989 : 5:05pm CPA/AA-21-13 Charles S. Dixon, AICP for School Board of Citrus County, FL)

Joanna L. Coutu

From: Joseph C. Hochadel
Sent: Monday, February 14, 2022 8:04 AM
To: Vicki R. Austin; Joanna L. Coutu
Subject: FW: [EXTERNAL]FWC's Comments on Citrus County 22-01ESR (AA-21-13)

FWC comments for CPA/AA-21-13.

From: DiGruttolo, Laura <Laura.DiGruttolo@MyFWC.com>
Sent: Friday, February 11, 2022 5:11 PM
To: Joseph C. Hochadel <joe.hochadel@citrusbocc.com>
Cc: DCPexternalagencycomments@deo.myflorida.com; Conservation Planning Services <conservationplanningservices@MyFWC.com>; Paredes, Jennifer <Jennifer.Paredes@MyFWC.com>; Cucinella, Josh <Josh.Cucinella@MyFWC.com>
Subject: [EXTERNAL]FWC's Comments on Citrus County 22-01ESR (AA-21-13)

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

Dear Mr. Hochadel:

Florida Fish and Wildlife Conservation Commission (FWC) staff reviewed the proposed comprehensive plan amendment in accordance with Chapter 163.3184(3), Florida Statutes. We have no comments, recommendations, or objections related to listed species and their habitat or other fish and wildlife resources to offer on this amendment.

If you have specific technical questions, please contact Jennifer Paredes at (850) 617-9408 or by email at Jennifer.Paredes@MyFWC.com. For all other inquiries, please contact our office by email at ConservationPlanningServices@MyFWC.com.

Sincerely,

Laura DiGruttolo
Biological Administrator II
Office of Conservation Planning Services
Florida Fish and Wildlife Conservation Commission
620 S. Meridian Street, MS 5B5
Tallahassee, FL 32399-1600
(850) 728-5147

Citrus County 22-01ESR_46611

Attachment: FWC comments Feb 14 2022 (19989 : 5:05pm CPA/AA-21-13 Charles S. Dixon, AICP for School Board of Citrus County, FL)

with regard to the requirement for recreation space. Ms. Coutu stated that the requirement in the LDC is a minimum of 30 percent.

PROPONENT: None.

OPPONENT: None.

COMMISSION COMMENTS: None.

MOTION: The Planning and Development Commission finds application number ***PUD-21-13 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. Barmes

VOTE: 7 - 0, Motion Carried

4. COMPREHENSIVE PLAN AMENDMENT

a. CPA/AA-21-13 Charles S. Dixon, AICP for School Board of Citrus County, FL

REQUEST: This request is to amend the Future Land Use Map (FLUM) of the Citrus County Comprehensive Plan from RMU (Residential Mixed Use District) to PSI (Public/Semi-Public/Institutional District), to amend the Land Development Code Atlas Map from PDR (Planned Residential District with a designation on the Betz Farm Development of Regional Impact for Public Use/Public Schools and Open Space/Natural Areas/Buffers) to PSI (Public/Semi-Public/Institutional District), and to remove land from an existing Development of Regional Impact.

LOCATION: Sections 15 and 22, Township 18 South, Range 17 East, more specifically, a portion of Parcel 24000 (Alternate Key 3486585).

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 map showing the land use and zoning of the subject property, photos of the subject property and surrounding area, and the existing DRI Master Plan.

Attachment: PDC 11-4-21 Draft Minutes (19989 : 5:05pm CPA/AA-21-13 Charles S. Dixon, AICP for School Board of Citrus County, FL)

APPLICANT: Chuck Dixon represented the Citrus County School Board. The subject property was conveyed to the Citrus County School Board and Citrus County Board of County Commissioners in exchange for impact fee credits in the late 80's. The portion that is owned by the Citrus County School Board is part of Crystal River High School's campus and does not have any residential entitlements. The residential entitlements are on the property that is owned by Citrus County. Mr. Dixon noted that the School Board does not have any intention to develop the property with anything other than a school, an ancillary use to the school or a school district facility.

The Betz Farm DRI is all in the unincorporated County. Crystal River High School is in the City of Crystal River, so two-thirds of the school is in the City and one-third is in the County. The School Board's intent is to make this property consistent with other public school sites within the unincorporated parts of the county and have the PSI land use designation. A majority of the subject property is the campus of Crystal River High School with some of the property being used for stormwater mitigation.

STAFF: Ms. Coutu stated that this is a large scale application to change approximately 155 acres from RMU and PDR to PSI. The subject property abuts some of the City as well as MDR lots. The School District would like to remove their land from the overall DRI and utilize a PSI land use designation. The DRI allowed for the development of 1,200 residential homes on the property owned by the County

She noted that staff did not have any concerns with the request to change the land use designation as it is appropriate for the school use.

COMMISSION QUESTIONS/COMMENTS:

Mr. Barmes inquired if the City of Crystal River would be required to approve this land use designation as well. Ms. Coutu stated no because this particular site is not located within the City; it is located within the County jurisdiction.

PROPONENT: None.

OPPONENT: None.

MOTION: The Planning and Development Commission finds application number ***CPA/AA-21-13 CONSISTENT*** with the Citrus County Comprehensive Plan and Citrus County Land Development Code and that this Board recommends ***APPROVAL*** of the application to the Board of County Commissioners based upon the evidence and testimony presented, and the staff report and conclusions regarding this petition.

Attachment: PDC 11-4-21 Draft Minutes (19989 : 5:05pm CPA/AA-21-13 Charles S. Dixon, AICP for School Board of Citrus County, FL)

DRAFT

MOTION:

1st Mr. Barmes 2nd Mr. Bramblett

VOTE: 7 - 0, Motion Carried

DRAFT

Attachment: PDC 11-4-21 Draft Minutes (19989 : 5:05pm CPA/AA-21-13 Charles S. Dixon, AICP for School Board of Citrus County, FL)

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-21 13 Date: August 18, 2021

* Written Authorization is required if Applicant is different than Owner.

Applicant* Attn: Charles S. Dixon, AICP
Name: School Board of Citrus County, FL
Address: 1007 W. Main Street
City: Inverness
State: Fl Zip: 34450
Home No.: Cell No.: 400-1368
Work No.: 726-1931 Fax No.:
Email: dixonc@citrusschools.org

Property Owner
Name: School Board of Citrus County, FL
Address: 1007 W. Main Street
City: Inverness
State: Fl Zip: 34450
Home No.: Cell No.:
Work No.: Fax No.:
Email:

Property Description: Section: 15 Township: 18 South Range: 17 East
Legal Description: attached
Subdivision: Lot(s): Block/Parcel:
Alternate Key #: 3486585 and 3476123 Parcel ID:
Acreage: 191 acres MOL

_____ New Planned Unit Development (PUD)
_____ Amendment to Previously Approved PUD/PD Previous Application No.:
Land Development Code Atlas Designation From: PDR To: PSI
Generalized Future Land Use Map Designation From: PDR To: PSI

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): Remove subject property from the Betz Farm DRI Development Order and designate PSI "Public Semi-Public Instituional" for public schools and ancillary facilities.
Directions to Property: 3195 Crystal River High Drive - Crystal River, FL 34428

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: Charles S Dixon

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 ✓, who is personally known to me or provided _____ as identification and who did not take an oath. WITNESS my hand and official seal this 18th day of August, 2021

Lori Virostek Willette
Printed Name
Lori Virostek Willette
Notary Public - State of Florida

Seal
LORI VIROSTEK WILLETTE
Commission # GG 337137
Expires June 10, 2023
Bonded Thru Budget Notary Services

Date: 8/19/21
Time:
Initials:

For Staff Use Only
ATF:
QTR:
LUD:
GFLUM Des:
FZ:

RECEIVED
AUG 19 2021
CPA/AA-21-13
Land Development Division

Attachment: Applicant Submittal (19989 : 5:05pm CPA/AA-21-13 Charles S. Dixon, AICP for School Board of Citrus County, FL)

PGML-2021-05

SANDRA "SAM" HIMMEL – SUPERINTENDENT OF SCHOOLS

"Where Learning is the Expectation And Caring is a Commitment"

THOMAS KENNEDY
DISTRICT 1

VIRGINIA BRYANT
DISTRICT 2

DOUGLAS A. DODD
DISTRICT 3

SANDRA COUNTS
DISTRICT 4

LINDA B. POWERS
DISTRICT 5

June 8, 2021

Charles R. Oliver
County Administrator
3600 W Sovereign Path
Lecanto, FL 34461

RE: CCSB Withdrawal from Betz Farm Development of Regional Impact (DRI) and request to redesignate CCSB Owned Tracts to "Public Semi-Public Institutional" (PSI) Land Use on the Citrus County Comprehensive Plan Generalized Future Land Use Map and Land Development Code Atlas

Dear Mr. Oliver,

The Betz Farm Development of Regional Impact (DRI) is jointly owned by Citrus County and the Citrus County School Board with 70 Percent owned by the County and 30 Percent owned by the School Board.

The School Board portion of the Betz Farm Development of Regional Impact (DRI) has been mostly developed and is currently being used for educational purposes as part of the Crystal River High School Campus. The County portion is undeveloped, designated for residential development, and likely to be sold for private development.

The maintenance of the DRI Annual Reporting Process has worked well since the acquisition of the property by the County and the School Board in 2002 because all the Tracts have remained in public ownership. However, with the majority owner (Tract "A") potentially shifting to private ownership, it is preferred that the School Board Portion (Tracts "B" and "C") should be removed from the DRI and zoned accordingly for a public use.

Please coordinate with your staff to effectuate the necessary change to the DRI Development Order and amend the Citrus County Comprehensive Plan and Land Development Code Atlas to reflect the "Public Semi-Public Institutional" land use designation accordingly.

Thank you for your assistance in this matter and please do not hesitate to call if you have any questions.

Roger Weaver Educational Complex
2575 S. Panther Pride Drive • Lecanto, Florida 34461
TEL: (352) 746-3960 • SUNCOM: 647-1011 • TDD: (352) 726-6086
Equal Opportunity Employer

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Attachment: Applicant Submittal (19989 : 5:05pm CPA/AA-21-13 Charles S. Dixon, AICP for School Board of Citrus County, FL)

Yours truly,

Sandra "Sam" Himmel
Superintendent of Schools

cc: Citrus County School Board
R. Wesley Bradshaw, School Board Attorney
Executive Staff
Chuck Dixon, AICP Director of Planning and Growth Management

attachments:

- Map "H" 2002 NOPC DRI Master Development Plan
- Ordinance 2019-A47 (latest update to development order)
- Warranty Deed

Attachment: Applicant Submittal (19989 : 5:05pm CPA/AA-21-13 Charles S. Dixon, AICP for School Board of Citrus County, FL)

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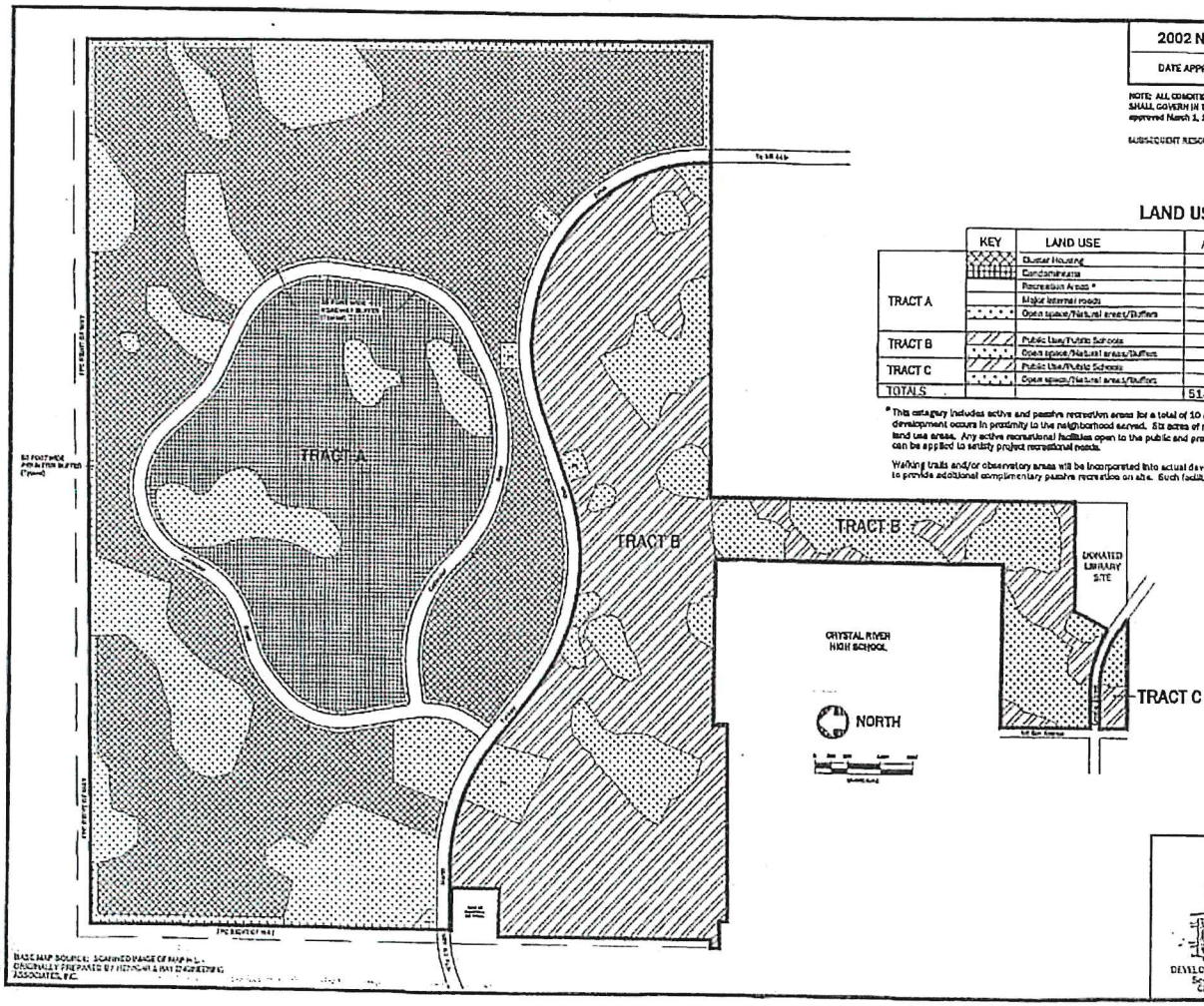
Equal Opportunity Employer

2002 NOPC DRI MASTER DEVELOPMENT PLAN

DATE APPROVED: 04/23/02	MAP H-1

NOTE: ALL CONDITIONS PURSUANT TO RESOLUTION 88-29 AND ANY SUBSEQUENT MODIFICATIONS SHALL GOVERN IN THE ADMINISTRATION OF THE BETZ FARM DRI (Citrus County BCC originally approved March 1, 1988. Effective Date: August 4, 1988)

SUBSEQUENT RESOLUTIONS HISTORY: Res. 93-44 March 13, 1993; Res. 93-120 June 22, 1993; Res. 93-137 July 28, 1993; Res. 2002-088 April 23, 2002



LAND USE SCHEDULE

	KEY	LAND USE	ACRES	DENSITY	TOTAL DWELLING UNITS
TRACT A		Cluster Housing	199.00	6 DU/AC	1,014
		Condominiums	60.00	8 DU/AC	538
		Recreation Areas *	10.00		
		Major internal roads	26.00		
		Open space/Natural areas/Buffers	86.00		
TRACT B		Public Use/Public Schools	107.00		
		Open space/Natural areas/Buffers	48.25		
TRACT C		Public Use/Public Schools	1.40		
		Open space/Natural areas/Buffers	1.00		
TOTALS			514.65 Acres		1,542 Dwelling Units

* This category includes active and passive recreation areas for a total of 10 acres. These recreation areas will be located throughout the site as development occurs in proximity to the neighborhood served. Six acres of recreation are allocated to Cluster Housing and four acres to Condominium land use areas. Any active recreational facilities open to the public and provided within the public use/public school designated areas of the site can be applied to satisfy project recreational needs.

Walking trails and/or observatory areas will be incorporated into actual development plans or plats within the designated open space/natural area/buffers to provide additional complimentary passive recreation on site. Such facilities will be designed so not to adversely impact upon the wetlands and their function.

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EXHIBIT 2

BETZ FARM
DEVELOPMENT OF REGIONAL IMPACT
Sections 15 & 22-16-17
Citrus County, Florida

Community Land Design

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ORDINANCE NO. 2019-A27

AN ORDINANCE OF CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AMENDING THE CITRUS COUNTY LAND DEVELOPMENT CODE ATLAS AND THE BETZ FARM DEVELOPMENT OF REGIONAL IMPACT MASTER PLAN TO ALLOW INTERCHANGEABILITY WITHIN LAND USE AREAS, REVISE DEVELOPMENT CRITERIA, AND EXTEND THE BUILD-OUT DATES; 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;

WHEREAS, F.S. 380.06 provides the mechanisms for amendment of a Development of Regional Impact, and it has been determined that the proposal is regulated by F.S. 380.06 (19)(e)2.k and (19)(e)1.and therefore does not require a determination of whether the amendment is a substantial deviation and does not require a Notice of Proposed Change (NOPC);

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

1. The Master Plan of Development for the Betz Farm Development of Regional Impact is hereby amended as follows:

PUD-19-05 – Citrus County – Betz Farm Development of Regional Impact (DRI).

A request to modify the Master Plan of the Betz Farm Development of Regional Impact to allow flexibility within development standards, as outlined, including interchangeability within residential land use areas. This request is made pursuant to Section 4300, Planned Unit Developments (PUD) of the Citrus County Land Development Code and Florida Statute 380.06, Developments of Regional Impact. Located in Portions of Sections 15, and 22, Township 18 South, Range 17 East; more specifically the Betz Farm Development of Regional Impact, as further described in Exhibit "A" (legal description), Exhibit "B" (conditions of approval), and Exhibit "C" (master plan) 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.

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Land Development Division

3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

4. It is the intent of the Board of County Commissioners that the provisions of this ordinance may be modified as a result of considerations that may arise during public hearings. Such modifications shall be incorporated into the final version of the ordinance adopted by the Board and filed by the Clerk to the Board pursuant to number 7.

5. If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held illegal, invalid or unconstitutional by the decision of any court or regulatory body of competent jurisdiction, such decision shall not affect the validity of the remaining portions hereof. The Board of County Commissioners hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause or phrase hereof, irrespective of the fact that any one or more section, subsections, 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.

Attachment: Applicant Submittal (19989 : 5:05pm CPA/AA-21-13 Charles S. Dixon, AICP for School Board of Citrus County, FL)

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 5th day of November 2019.

ATTEST:

SEAL

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

for ANGELA VICK,
CLERK OF COURT

JEFF KINNARD, D.C..
CHAIRMAN

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

NOV - 5 2019

DENISE A. DYMOND LYN
COUNTY ATTORNEY

Attachment: Applicant Submittal (19989 : 5:05pm CPA/AA-21-13 Charles S. Dixon, AICP for School Board of Citrus County, FL)

EXHIBIT A – LEGAL DESCRIPTION

The Betz Farm Development of Regional Impact (DRI), as further described as follows:

AK 3486585 (School Board of Citrus County) –

(CRYSTAL RIVER HIGH SCHOOL) COM AT SW COR OF SEC 15-18-17, TH N 88 DEG 51M 14S E AL SEC LN BETW SEC 15 & SEC 22 & S LN OF ECHO HILLS 1350 FT TO A PT ON E R/W LN OF 3RD ST, A 60 FT R/W AS IT NOW EXISTS, SD PT ALSO BEING SE COR OF SD ECHO HILLS & POB, TH N 0 DEG 1 0M 17S W AL SD E R/W LN OF 3RD ST 648.21 FT, TH N 89 DEG 49M 43S E 990 FT, TH S 0 DEG 10M 17S E & PAR TO SD E R/W LN OF 3RD ST 1155 FT, TH S 89 DEG 49M 43S W 990 FT TO A P T ON E R/W LN OF SD 3RD ST, TH N 0 DEG 10M 17S W AL SD E R/W LN OF 3RD ST 506.79 FT TO POB, SD LANDS LYING IN & BE ING A PT OF SW1/4 OF SEC 15 ---&--- NW1/4 OF SEC 22 ---&--- BEG AT A PT FOUND BY MEASURING FROM PT OF INT OF N R/W LN OF SR 44 CRYSTAL AVE EXT & W R/W LN OOF 3RD ST NW'LY AL W R/W OF SD 3RD ST 1717.45 FT, TH E'LY PAR TO N R/W OF SR 44 60 FT TO A 4" X 4" CONCRETE MARKER AT NW COR OF TRACT DESCR IN OR BK 168 PG 527 & ABOVE MENTIONED POB, TH CONT N' LY AL E LN OF SD 3RD ST & ITS EXT N'LY 660 FT, TH E'LY & PAR TO N LN OF SD TRACT 990 FT, TH S'LY & PART SD E LN OF 3RD ST & ITS EXT 660 FT TO NE COR OF SD TRACT, TH W'LY AL N LN OF SD TRACT FOR SD CITRUS CO 990 FT TO AFRMTD POB DESCR IN OR BK 168 PG 527 & O R BK 199 PGS 310 & 311 ----&---- PARCEL A: A PCL OF LAND IN SECS 15 & 22-18-17 MORE PART DESCR AS FOL: BEG AT THE N1/4 COR OF SEC 22-18-17, TH S 0D 01M 44S E AL THE E LN OF THE NW1/4 OF SD SEC 22, 978.55 FT, TO THE NE COR OF LANDS DESCR IN OR BK 679 PG 1284, TH S 89D 41M 31S W AL THE N LN OF SD LANDS, 660.07 FT, TH S 27D 31M 38S W AL THE NW LN OF SD LANDS 237.86 FT TO A NON TANG INTERSECTION WITH THE N R/W LN OF OLD SR 44 (50 FT WIDE), SD R/W BEING A CIRCULAR CURVE, CONCAVE SW HAVING A RAD OF 637.06 FT, TH NW AL SD R/W LN & CURVE, 376.42 FT THRU A CTRL ANG OF 33D 51M 17S & CH=N 72D 46M 24S W 370.97 FT, TO THE PT THEREOF, TH CONT AL SD N R/W LN, N 89D 42M 02S W 241.80 FT TO THE W LN OF NE1/4 OF NW1/4 OF SD SEC 22, TH N 0D 17M 10S E AL SD W LN, 562.43 FT TO THE S LN OF LANDS DESCR IN OR BK 168 PG 527, TH S 89D 31M 40S E AL SD S LN 977.46 FT TO THE SE COR OF SD LANDS, TH N 0D 27M 52S E AL THE E LN OF SD LANDS & THE E LN OF LANDS DESCR IN OR BK 199 PG 310, 1815.30 FT TO THE NE COR OF LANDS DESCR IN OR BK 199 PG 310, TH N 89D 32M 44S W AL THE

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N LN OF SD LANDS 969.93 FT TO THE NW COR OF SD LANDS, TH S 0D 25M 19S W AL THE W LN OF SD LANDS 88.64 FT TO THE NE COR OF ECHO HILLS PB 4 PG 79, TH S 89D 28M 01S W AL THE N LN OF SD ECHO HILLS 1190.93 FT, TH CONT AL SD N LN N 0D 30M 37S E 50.02 FT, TH CONT AL N LN S 89D 27M 05S W 160 FT TO THE NW COR OF SD ECHO HILLS & THE W LN OF THE SW1/4 OF AFOREMNT SEC 15, TH N 0D 25M 49S E AL SD W LN 55.82 FT TO THE NW COR OF SW1/4 OF SW1/4 OF SD SEC 15, TH N 89D 33M 02S E AL THE N LN OF SD SW1/4 OF SW1/4 50.01 FT TO THE E LN OF THE ACESS RD EASE (50 FT WIDE), GRANTED TO FPC IN OR BK 231 PG 252, TH N 0D 25M 49S E AL SD E LN 1355 FT TO THE S LN OF THE LANDS DESCR IN OR BK 229 PG 432, TH N 89D 36M 29S E AL SD S LN 283.11 FT TO THE SE COR OF SD LANDS, TH N 0D 26M 25S E AL THE E LN OF SD LANDS 300.01 FT TO THE NE COR OF SD LANDS, TH S 89D 37M 25S W AL THE N LN 253.10 FT TO THE E LN OF THE POWER LINE EASE (50 FT WIDE), GRANTED TO FPC IN AFOREMTN OR BK 231 PG 252, TH N 0D 26M 25S E AL SD E LN 10.10 FT TO THE S R/W LN OF N TURKEY OAK DR PB 15 PG 127-131, TH N 89D 37M 03S E AL SD S R/W LN 378.08 FT TO A NON TANG INTERSECTION WITH A CIRCULAR CURVE (PC PER PLAT), CONCAVE SW HAVING A RAD OF 1160, TH CONT AL SD S R/W LN & CURVE SE 420.97 FT THRU A CTRL ANG OF 20D 47M 35S & CH=S 79D 58M 09S E 418.67 FT TO THE N MOST COR OF DRA, TH S 22D 47M 40S W AL THE W LN OF SD DRA 395.15 FT TO THE W MOST COR OF SD DRA, TH S 80D 46M 21S E AL THE S LN OF SD DRA, 444.09 FT TO THE S MOST COR OF DRA, TH N 14D 32M 45S E AL THE E LN OF SD DRA 400.49 FT TO THE AFOREMT S R/W LN OF N TURKEY OAK DR, TH S 50D 23M 16S E AL SD S R/W LN 424.95 FT TO A NON TANG INTERSECTION WITH A CIRCULAR CURVE (PC PER PLAT), CONCAVE NE HAVING A RAD OF 1240 FT, TH CONT AL SD S R/W LN & CURVE SE 278 FT THRU A CTRL ANG OF 12D 52M 22S & CH = S 56D 50M 01S E 278.01 FT TO THE N MOST COR OF DRA, TH S 50D 24M 18S W AL THE W LN OF SD DRA 114.97 FT, TH CONT AL SD W LN S 18D 21M 07S W 58.03 FT, TH CONT AL SD W LN S 22D 33M 20S E 49.99 FT, TH N 85D 20M 19S E AL THE S LN OF SD DRA 52.05 FT, TH CONT AL S S LN N 68D 27M 35S E 97 FT, TH CONT AL SD S LN N 77D 56M 49S E 40 FT, TH CONT AL SD S LN S 86D 14M 42S E 39.97 FT, TH CONT AL SD S LN, S 56D 03M 40S E 97.97 FT, TH CONT AL SD S LN S 40D 51M 40S E 85.03 FT, TH CONT AL SD S LN S 65D 40M 56S E 40.02 FT, TH CONT AL SD S LN N 64D 09M 14S E 40.02 FT, TH CONT AL SD S LN, N 34D 05M 39S E 32.03 FT, TH N 10D 50M 25S W AL THE E LN OF SD DRA 108.01 FT TO A NON TANG INTERSECTION WITH THE AFOREMENT S R/W LN OF N TURKEY OAK DR, SD S R/W LN BEING A CIRCULAR

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CURVE, CONCAVE N & HAVING A RAD OF 1240 FT, TH E AL SD S R/W LN & CURVE 659.91 FT THRU A CTRL ANG OF 30D 29M 31S & CH=N 84D 51M 20S E 652.15 FT (TO PT THEREOF) TH CONT AL SD S R/W LN N 59D 37M 26S E 26.41 FT TO THE W MOST COR OF DRA, TH S 20D 21M 22S E AL THE W LN OF SD DRA 154.98 FT, TO THE S MOST COR OF SD DRA, TH N 69D 37M 43S E AL THE S LN OF SD DRA, 175.18 FT TO THE E MOST COR OF SD DRA, TH N 20D 23M 12S W AL THE E LN OF SD DRA. 154.99 FT TO THE AFOREMNT S R/W LN OF N TURKEY OAK DR, TH N 69D 37M 26S E AL SD S R/W LN 305.94 FT TO A NON TANG INTERSECTION WITH A CIRCULAR CURVE (PC PER PLAT), CONCAVE SW HAVING A RAD OF 1110 FT, TH SE AL SD R/W LN & CURVE 1893.34 FT THRU A CTRL ANG OF 97D 43M 48S & CH=S 61D 30M 30S E 1672.02 FT TO THE N MOST COR OF DRA, TH S 32D 04M 06S W AL THE N LN OF SD DRA, 72.87 FT, TH CONT AL SD NW LN S 49D 07M 26S W 59.64 FT, TH CONT AL SD NW LN S 62D 16M 02S W 77.12 FT, TH CONT AL SD NW LN S 31D 59M 26S W 154.17 FT TO THE S LN OF N1/2 OF SE1/4 OF AFOREMENT SEC 15, TH S 89D 31M 44S W AL SD S LN 1752.99 FT TO THE SW COR OF SD N1/2 OF SE1/4, TH S 0D 13M 44S W AL THE E LN OF THE SE1/4 OF SW1/4 OF SD SEC 15, 1321.47 FT TO THE POB TITLE IN OR BK 1515 PG 261 -- 2011 LESS OUT: OR BK 2425 PG 683 TO CITRUS CO (PCL 70002) FOR ADDN R/W AT C.R.H.S ADJ TO S R/W OF N TURKEY OAK DR DESCR AS FOL: COM AT THE NW CORN OF SEC 15-18-17 TH S 0D 25M 23S W AL THE W BDRY OF SD SEC 15 A DIST OF 2741.10 FT TO THE INTERSECTION WITH THE S R/W LINE OF N TURKEY OAK DR PB15/127 SD PT BEING ON A CURVE TO THE SE HAVING A RAD OF 760 AND A CTRL ANG OF 6D 2M 12S AND A CH BEARING N 86D 35M 18S E 80.04 FT TH AL SD R/W LINE AND THE ARC OF SD CURVE A DIST OF 80.07 FT TO THE PT TH N 89D 36M 24S E AL SD R/W LINE 378.10 FT TO THE PC OF A CURVE CONCAVE TO THE SW HAVING A RAD OF 1160 FT, A CTRL ANG OF 40D AND A CH BEARING OF S 70D 23M 36S E 793.49 FT TH AL SD R/W LINE AND THE ARC OF SD CURVE A DIST OF 809.83 FT TO THE PT TH S 50D 23M 36S E AL SD R/W LINE A DIST OF 425 FT TO THE PC OF A CURVE CONCAVE TO THE NE HAVING A RAD OF 1240 FT CTRL ANG OF 2D 51M 02S AND A CH BEARING S 51D 49M 07S E 61.68 FT TH AL SD R/W LINE AND ARC OF SD CURVE A DIST OF 61.69 FT TO THE POB TH S 36D 45M 31S W 10 FT TO A PT ON A CURVE CONCAVE TO THE SW HAVING A RAD OF 80.30 FT CTRL ANG OF 86D 37M 37S AND A CH BEARING OF S 9D 7M 15S E 110.17 FT TH AL THE ARC OF SD CURVE 121.41 FT TO THE END OF SD CURVE TH S 59D 18M 37S E 100 FT TH N 30D 41M 23S E 61.67 FT TH N 72D 52M 36S E 37.23 FT TO THE INTERSECTION WITH THE AFOREMENTIONED S R/W LINE OF N TURKEY OAK DR SD PT BEING

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ON A CURVE CONCAVE NE HAVING A RAD OF 1240 FT CTRL ANG OF 8D 59M 55S AND CH BEARING OF N 57D 44M 39S W 194.55 FT TH AL SD R/W LINE AND ARC OF SD CURVE 194.75 FT TO THE POB (.25AC) ----AND---- 10 FT STRIP DESCR AS FOL: COM AT THE NW CORN OF SEC 22-18-17 TH N 88D 51M 14S E AL THE N BDRY OF THE NW1/4 OF SD SEC 22 A DIST OF 1350 FT TO A PT ON THE E R/W LINE OF NE 8TH AVE (FKA THIRD ST) SD PT ALSO BEING THE SE CORN OF ECHO HILLS PB4/79 AND THE POB TH CONT N 88D 51M 14S E 10.51 FT TO A PT ON THE W BDRY OF NE1/4 OF NW1/4 OF SD SEC 22 TH S 0D 23M 55S E AL THE W BDRY OF THE NE1/4 OF NW1/4 OF SD SEC 22 A DIST OF 506.97 FT TO A PT ON THE S BDRY OF LANDS DESCR IN OR BK 165/527 TH S 89D 49M 43S W 12.52 FT TO A PT ON THE E R/W LINE OF SD NE 8TH AVE TH N 0D 10M 17S W AL THE E R/W LINE OF NE 8TH AVE A DIST OF 506.79 FT TO THE POB TITLE IN OR BK 2332 PG 95

LESS PARCEL A DESCRIBED HEREIN;

AND

AK 3125825 (Citrus County):

ALL THAT PART OF SECTION 15, TOWNSHIP 18 SOUTH, RANGE 17 EAST THAT LIES NORTH OF NORTH TURKEY OAK DRIVE AS PER PLAT BOOK 15, PAGE 127-131, AND LOTS 45 AND 46 OF HOLIDAY ACRES UNIT 1, PLAT BOOK 5, PAGE 66, TITLE IN OFFICIAL RECORDS BOOK 1077 PAGE 412.

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EXHIBIT B – CONDITIONS OF APPROVAL

1. The PUD shall consist of up to 1,542 dwelling unit s, with open space and recreation areas, as generally outlined on Map H-1, Betz Farm Master Development Plan Map.

2. The Developer shall incorporate into the Master Development Plan as natural areas any jurisdictional wetland areas.

3. In areas of the Betz Farm DRI which exhibit the potential for karst-related subsidence, the criteria of the Citrus County Comprehensive Plan and the Southwest Florida Water Management District shall apply.

4. The development shall be served by central water and central sewer.

5. The Betz Farm area contains habitat associated with the Southeastern kestrel (Falco sparverius paulus) , gopher tortoises, and the Southeastern kestrel and Sherman's Fox Squirrel. Prior to any development, the developer shall provide a biological survey as outlined in the Land Development Code, and will be required to perform any associated mitigation/protection that may be stipulated by the Florida Fish and Wildlife Conservation Commission.

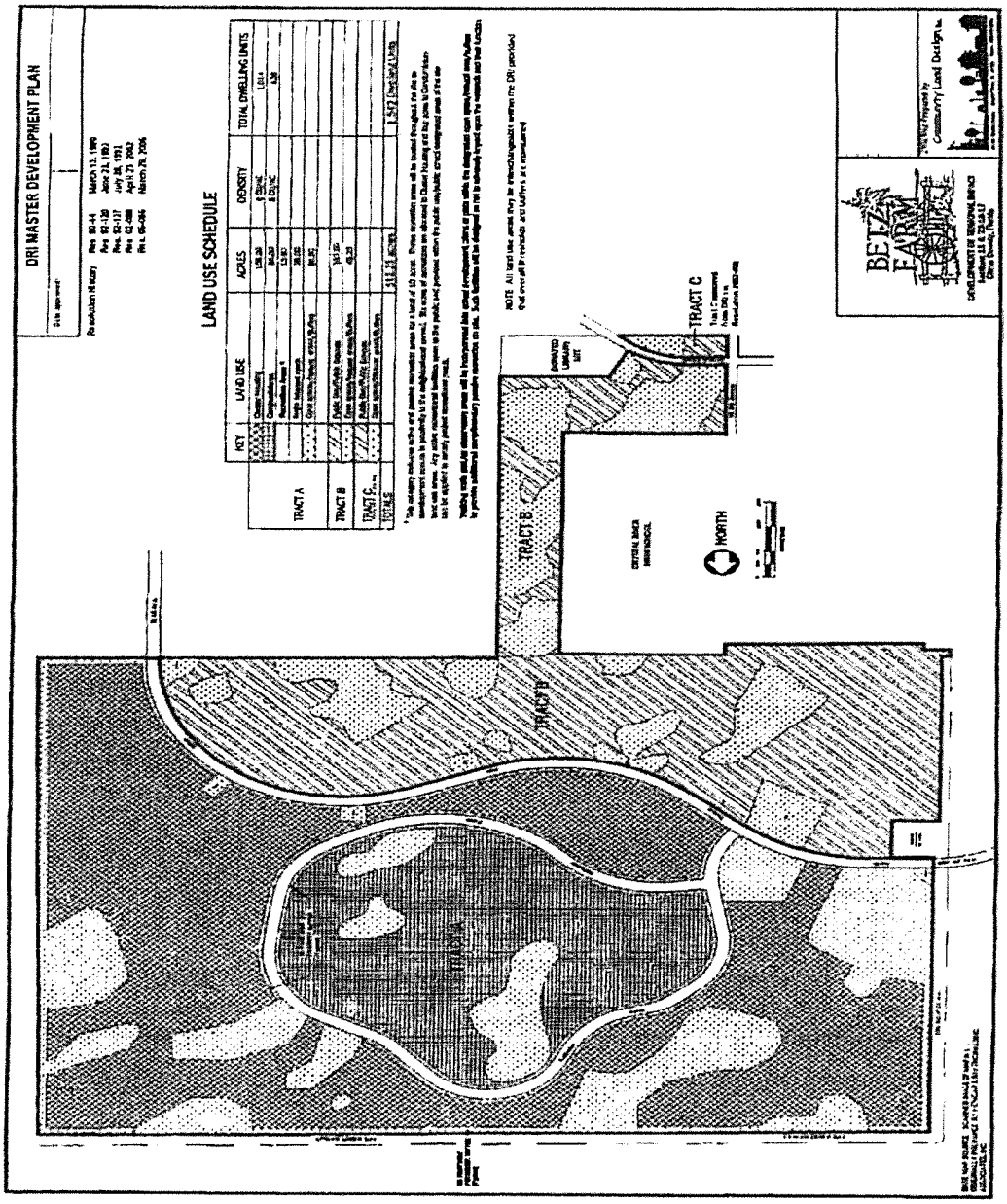
6. The Developer shall provide a permanent 100 feet radius buffer around any active Southeastern kestrel nests identified during the Southeastern kestrel breeding season, April through June, prior to the commencement of development in areas where such nests, if any, should be found on-site.

7. There shall be a minimum 50-foot wide buffer around the perimeter of the development within which a minimum of 10 feet will be landscaping. Retention of natural vegetation areas is encouraged and may be incorporated into said buffer.

8. Within unplatted areas, the residential areas will be interchangeable among cluster housing and condominium, at developer's discretion, so long as the overall quantities and gross densities do not exceed the approved DRI project totals.

9. The buildout date and expiration date of the DRI are extended to January 31,2029.

EXHIBIT C – MASTER PLAN



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FLORIDA DEPARTMENT of STATE

RON DESANTIS
Governor

LAUREL M. LEE
Secretary of State

November 7, 2019

Honorable Angela Vick
Clerk of the Circuit Court
Citrus County
110 North Apopka Avenue
Inverness, Florida 34450-4299

Attention: Amy Charley

Dear Ms. Vick:

Pursuant to the provisions of Section 125.66, Florida Statutes, this will acknowledge receipt of your electronic copy of the Citrus County Ordinance No. 2019-A27, which was filed in this office on November 7, 2019.

Sincerely,

Ernest L. Reddick
Program Administrator

ELR/lb

R. A. Gray Building • 500 South Bronough Street • Tallahassee, Florida 32399-0250
Telephone: (850) 245-6270
www.dos.state.fl.us

Attachment: Applicant Submittal (19989 : 5:05pm CPA/AA-21-13 Charles S. Dixon, AICP for School Board of Citrus County, FL)

19.20 Rec.
8400. ee Doc.

Prepared by:
Eric D. Abel, Esq.
2476 N. Essex Avenue
Hernando, FL 34442
File Number: SATSR

Documentary Tax paid $ 2400.00
Intangible Tax paid $
Betty Strifler, Clerk of the Circuit Court
Citrus County, Florida
By: D.C.

1265744
VERIFIED BY:
VC D.C.

R. CRT

General Warranty Deed

Made this June 5, 2002 A.D. By SAT SR. LIMITED PARTNERSHIP, A NEW HAMPSHIRE LIMITED PARTNERSHIP,BY BALLINGER PROPERTIES, L.L.C., ITS GENERAL PARTNER, whose post office address is: 2450 N. CITRUS HILLS BLVD, HERNANDO, FL 34442, hereinafter called the grantor, to **THE SCHOOL BOARD OF CITRUS COUNTY, FLORIDA**, whose post office address is: [illegible] 34450, hereinafter called the grantee:

(Whenever used herein the term "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 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, viz:

SEE ATTACHED EXHIBIT A."

Parcel ID Number:

FLOOD HAZARD WARNING
This property may be subject to flooding. You should contact local building and zoning officials and obtain the latest information regarding flood elevations and restrictions on development before making plans for the use of this property.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said 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 said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2001

The consideration for this deed is $1,200,000.00 and a charitable contribution.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Printed Name: LISA M BAZEMORE

SAT SR. LIMITED PARTNERSHIP BY BALLINGER PROPERTIES, L.L.C.
Stephen A Tamposi (Seal)
STEPHEN A. TAMPOSI, MANAGER
Address: 2476 N. ESSEX AVENUE, HERNANDO, FL 34442

Witness Printed Name: ERIC D. ABEL

(Seal)
Address:

State of FLORIDA
County of CITRUS

The foregoing instrument was acknowledged before me this June 5, 2002, by STEPHEN A. TAMPOSI, MANAGER OF BALLINGER PROPERTIES, L.L.C. GENERAL PARTNER OF SAT SR. LIMITED PARTNERSHIP, A NEW HAMPSHIRE LIMITED PARTNERSHIP., who is/~~are~~ personally known to me or who has produced _____ as identification.

Notary Public
Print Name: LISA M BAZEMORE
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
LISA M. BAZEMORE
COMMISSION NUMBER
DD073078
MY COMMISSION EXPIRES
DEC. 8 2003

BK 1515 PG 0261

2002 JUN 25 AM 9:39

DEED Individual Warranty Deed - Legal on Face
Closers' Choice

Attachment: Applicant Submittal (19989 : 5:05pm CPA/AA-21-13 Charles S. Dixon, AICP for School Board of Citrus County, FL)

"EXHIBIT A"

BK 1515 PG 0262

2002 JN 25 AM 9:39

DESCRIPTION

PARCEL A:

A PARCEL OF LAND LYING IN SECTIONS 15 AND 22, TOWNSHIP 18 SOUTH, RANGE 17 EAST, CITRUS COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH 1/4 CORNER OF SAID SECTION 22; THENCE S 00°01'44" E, ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 22, 678.55 FEET, TO THE NORTHEAST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 679, PAGE 1264, OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA; THENCE S 89°41'31" W, ALONG THE NORTH LINE OF SAID LANDS, 980.07 FEET; THENCE S 27°31'38" W, ALONG THE NORTHWESTERLY LINE OF SAID LANDS, 237.88 FEET, TO A NON-TANGENT INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF OLD STATE ROAD 44 (80 FEET WIDE), SAID RIGHT-OF-WAY LINE BEING A CIRCULAR CURVE, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 637.08 FEET; THENCE NORTHWESTERLY, ALONG SAID RIGHT-OF-WAY LINE AND CURVE, 378.42 FEET, THROUGH A CENTRAL ANGLE OF 33°31'17" AND A CHORD BEARING AND DISTANCE OF N 72°48'24" W, 370.97 FEET, TO THE POINT OF TANGENCY THEREOF; THENCE CONTINUE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, N 89°43'02" W, 241.80 FEET, TO THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 22; THENCE N 00°17'10" E, ALONG SAID WEST LINE, 562.43 FEET, TO THE SOUTH LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 188, PAGE 327, OF SAID PUBLIC RECORDS; THENCE S 89°31'40" E, ALONG SAID SOUTH LINE, 977.48 FEET, TO THE SOUTHEAST CORNER OF SAID LANDS; THENCE N 00°27'52" E, ALONG THE EAST LINE OF SAID LANDS AND THE EAST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 188, PAGE 310, OF SAID PUBLIC RECORDS, 1815.30 FEET, TO THE NORTHEAST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 188, PAGE 310; THENCE N 89°32'44" W, ALONG THE NORTH LINE OF SAID LANDS, 988.93 FEET, TO THE NORTHWEST CORNER OF SAID LANDS; THENCE S 00°25'16" W, ALONG THE WEST LINE OF SAID LANDS, 66.84 FEET, TO THE NORTHEAST CORNER OF ECHO HILLS, AS RECORDED IN PLAT BOOK "4", PAGE 79, OF SAID PUBLIC RECORDS; THENCE S 89°28'01" W, ALONG THE NORTHERLY LINE OF SAID ECHO HILLS, 1180.83 FEET; THENCE CONTINUE ALONG SAID NORTHERLY LINE, N 00°30'37" E, 90.02 FEET; THENCE CONTINUE ALONG SAID NORTHERLY LINE, S 89°27'05" W, 160.00 FEET, TO THE NORTHWEST CORNER OF SAID ECHO HILLS AND THE WEST LINE OF THE SOUTHWEST 1/4 OF AFOREMENTIONED SECTION 15; THENCE N 00°25'48" E, ALONG SAID WEST LINE, 53.82 FEET, TO THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 15; THENCE N 89°33'02" E, ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, 56.01 FEET, TO THE EAST LINE OF THE ACCESS ROAD EASEMENT (50 FEET WIDE) GRANTED TO FLORIDA POWER CORPORATION IN OFFICIAL RECORDS BOOK 231, PAGE 232, OF SAID PUBLIC RECORDS; THENCE N 00°25'48" E, ALONG SAID EAST LINE, 1355.00 FEET, TO THE SOUTH LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 228, PAGE 432, OF SAID PUBLIC RECORDS; THENCE N 89°38'29" E, ALONG SAID SOUTH LINE, 283.11 FEET, TO THE SOUTHEAST CORNER OF SAID LANDS; THENCE N 09°28'23" E, ALONG THE EAST LINE OF SAID LANDS, 300.01 FEET, TO THE NORTHEAST CORNER OF SAID LANDS; THENCE S 89°37'25" W, ALONG THE NORTH LINE OF SAID LANDS, 253.10 FEET, TO THE EAST LINE OF THE POWER LINE EASEMENT (80 FEET WIDE) GRANTED TO FLORIDA POWER CORPORATION IN AFOREMENTIONED OFFICIAL RECORDS BOOK 231, PAGE 252; THENCE N 00°28'25" E, ALONG SAID EAST LINE, 10.18 FEET, TO THE SOUTHERLY RIGHT-OF-WAY LINE OF NORTH TURKEY OAK DRIVE (80 FEET WIDE) AS SHOWN ON THE PLAT OF NORTH TURKEY OAK DRIVE, AS RECORDED IN PLAT BOOK "19", PAGES 127 - 131, OF SAID PUBLIC RECORDS (HEREINAFTER REFERRED TO AS PLAT); THENCE N 89°37'03" E, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 379.08 FEET, TO A NON-TANGENT INTERSECTION WITH A CIRCULAR CURVE (POINT OF CURVATURE, PER PLAT); CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1180.00 FEET; THENCE CONTINUE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND CURVE, SOUTHEASTERLY, 438.97 FEET, THROUGH A CENTRAL ANGLE OF 20°47'35" AND A CHORD BEARING AND DISTANCE OF S 79°38'09" E, 418.87 FEET, TO THE NORTHERNMOST CORNER OF A D.R.A. (DRAINAGE RETENTION AREA); THENCE S 22°47'40" W, ALONG THE WESTERLY LINE OF SAID D.R.A., 385.15 FEET, TO THE WESTERNMOST CORNER OF SAID D.R.A.; THENCE S 89°48'21" E, ALONG THE SOUTHERLY LINE OF SAID D.R.A. 444.08 FEET, TO THE SOUTHERNMOST CORNER OF SAID D.R.A.; THENCE N 14°32'45" E, ALONG THE EASTERLY LINE OF SAID D.R.A., 660.49 FEET, TO THE AFOREMENTIONED SOUTHERLY RIGHT-OF-WAY LINE OF NORTH TURKEY OAK DRIVE; THENCE S 50°23'16" E, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 424.85 FEET, TO A NON-TANGENT INTERSECTION WITH A CIRCULAR CURVE (POINT OF CURVATURE, PER PLAT); CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1240.00 FEET; THENCE CONTINUE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND CURVE, SOUTHEASTERLY, 278.80 FEET, THROUGH A CENTRAL ANGLE OF 12°53'22" AND A CHORD BEARING AND DISTANCE OF S 56°50'01" E, 278.01 FEET, TO THE NORTHERNMOST CORNER OF A D.R.A.; THENCE S 30°24'18" W, ALONG THE WESTERLY LINE OF SAID D.R.A., 114.97 FEET; THENCE CONTINUE ALONG SAID WESTERLY LINE, S 18°21'07" W, 38.03 FEET; THENCE CONTINUE ALONG SAID WESTERLY LINE, S 23°33'20" E, 49.89 FEET; THENCE N 85°20'18" E, ALONG THE SOUTHERLY LINE OF SAID D.R.A., 52.05 FEET; THENCE CONTINUE ALONG SAID SOUTHERLY LINE, N 88°27'35" E, 87.00 FEET; THENCE CONTINUE ALONG SAID SOUTHERLY LINE, N 77°58'48" E, 40.00 FEET THENCE CONTINUE ALONG SAID SOUTHERLY LINE, S 88°14'42" E, 38.97 FEET; THENCE CONTINUE ALONG SAID SOUTHERLY LINE, S 56°03'40" E, 97.87 FEET; THENCE CONTINUE ALONG SAID SOUTHERLY LINE, S 40°51'40" E, 85.03 FEET; THENCE CONTINUE ALONG SAID SOUTHERLY LINE, S 65°40'56" E, 40.02 FEET; THENCE CONTINUE ALONG SAID SOUTHERLY LINE, N 84°08'16" E, 40.02 FEET; THENCE CONTINUE ALONG SAID SOUTHERLY LINE, N 34°05'38" E, 32.03 FEET; THENCE N 10°30'23" W, ALONG THE EASTERLY LINE OF SAID D.R.A., 108.01 FEET, TO A NON-TANGENT INTERSECTION WITH THE AFOREMENTIONED SOUTHERLY RIGHT-OF-WAY LINE OF NORTH TURKEY OAK DRIVE, SAID SOUTHERLY RIGHT-OF-WAY LINE BEING A CIRCULAR CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 1240.00 FEET; THENCE EASTERLY, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND CURVE, 658.81 FEET, THROUGH A CENTRAL ANGLE OF 30°26'31" AND A CHORD BEARING AND DISTANCE OF N 84°51'20" E, 652.13 FEET (TO THE POINT OF TANGENCY THEREOF, PER PLAT); THENCE CONTINUE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, N 69°37'28" E, 28.41 FEET, TO THE WESTERNMOST CORNER OF A D.R.A.; THENCE S 20°21'22" E, ALONG THE WESTERLY LINE OF SAID D.R.A., 154.88 FEET, TO THE SOUTHERNMOST CORNER OF SAID D.R.A; THENCE N 69°37'43" E, ALONG THE SOUTHERLY LINE OF SAID D.R.A., 175.18 FEET, TO THE EASTERNMOST CORNER OF SAID D.R.A.; THENCE N 20°23'12" W, ALONG THE EASTERLY LINE OF SAID D.R.A., 154.88 FEET, TO THE AFOREMENTIONED SOUTHERLY RIGHT-OF-WAY LINE OF NORTH TURKEY OAK DRIVE; THENCE N 69°37'28" E, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 305.94 FEET, TO A NON-TANGENT INTERSECTION WITH A CIRCULAR CURVE (POINT OF CURVATURE, PER PLAT), CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1110.00 FEET; THENCE SOUTHEASTERLY, ALONG SAID RIGHT-OF-WAY LINE AND CURVE, 1883.34 FEET, THROUGH A CENTRAL ANGLE OF 97°43'48" AND A CHORD BEARING AND DISTANCE OF S 61°30'30" E, 1672.02 FEET, TO THE NORTHERNMOST CORNER OF A D.R.A.; THENCE S 32°04'08" W, ALONG THE NORTHWESTERLY LINE OF SAID D.R.A., 72.97 FEET; THENCE CONTINUE ALONG SAID NORTHWESTERLY LINE, S 49°07'28" W, 59.64 FEET; THENCE CONTINUE ALONG SAID NORTHWESTERLY LINE, S 82°18'02" W, 77.12 FEET; THENCE CONTINUE ALONG SAID NORTHWESTERLY LINE, S 31°59'28" W, 154.17 FEET, TO THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF AFOREMENTIONED SECTION 15; THENCE S 89°31'44" W, ALONG SAID SOUTH LINE, 1762.89 FEET, TO THE SOUTHWEST CORNER OF SAID NORTH 1/ 2 OF THE SOUTHEAST 1/4; THENCE S 00°13'44" W, ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 15, 1321.47 FEET, TO THE POINT OF BEGINNING.

PARCEL B:

A PARCEL OF LAND LYING IN SECTION 22, TOWNSHIP 18 SOUTH, RANGE 17 EAST, CITRUS COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 22; THENCE S 00°01'44" E, ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 22, 1308.60 FEET, TO THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 22; THENCE S 89°40'08" W, ALONG THE SOUTH LINE OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4, 708.18 FEET, TO THE SOUTHERLY RIGHT-OF-WAY LINE OF OLD STATE ROAD 44 (80 FEET WIDE) AND THE POINT OF BEGINNING; THENCE CONTINUE S 89°40'08" W, ALONG SAID SOUTH LINE, 858.31 FEET, TO THE SOUTHWEST CORNER OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE N 00°17'10" E, ALONG THE WEST LINE OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4, 176.62 FEET, TO THE AFOREMENTIONED SOUTHERLY RIGHT-OF-WAY LINE OF OLD STATE ROAD 44; THENCE S 89°42'02" E, ALONG SAID RIGHT-OF-WAY LINE, 241.78 FEET, TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 577.08 FEET; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE AND CURVE, SOUTHEASTERLY, 367.40 FEET, THROUGH A CENTRAL ANGLE OF 36°28'45" E AND A CHORD BEARING AND DISTANCE OF S 71°27'40" E, 361.23 FEET, TO THE POINT OF TANGENCY THEREOF; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE, S 53°13'17" E, 81.35 FEET, TO THE POINT OF BEGINNING.

FLOOD HAZARD WARNING

This property may be subject to flooding. You should contact local building and zoning officials and obtain the latest information regarding flood elevations and restrictions on development before making plans for the use of this property.

Attachment: Applicant Submittal (19989 : 5:05pm CPA/AA-21-13 Charles S. Dixon, AICP for School Board of Citrus County, FL)

CITY OF INVERNESS
COUNTY OF CITRUS
STATE OF FLORIDA
JUNE 21, 2002

CERTIFICATE OF OBLIGATION OF THE SCHOOL BOARD OF CITRUS COUNTY, FLORIDA

KNOW ALL MEN BY THESE PRESENTS that THE SCHOOL BOARD OF CITRUS COUNTY, FLORIDA, hereinafter called "SCHOOL BOARD", in consideration of the conveyance of real property and pursuant to contract between the parties hereby promises to pay to **SAT, SR. LIMITED PARTNERSHIP, a New Hampshire Limited Partnership**, or order, the principal sum of **ONE MILLION FIFTY-SEVEN THOUSAND FIVE HUNDRED AND NO/100 ($1,057,500.00) DOLLARS** without interest. The said principal shall be payable in lawful money of the United States of America at **2476 North Essex Avenue, Hernando, Florida 34442**, or at such other places as may be hereinafter designated by written notice from the holders to the maker hereof as follows:

> Quarterly installments in a variable amount equal to one-half (½) of the impact fees collected each quarter by SCHOOL BOARD from the Citrus County Board of County Commissioners pursuant to the Interlocal Agreement between SCHOOL BOARD and the Citrus County Board of County Commissioners. The payments shall begin on October 1, 2002, and shall continue on January 1, April 1, July 1, and October 1 of each year thereafter until the full amount of the principal without interest has been paid.

In the event of default of payment, SCHOOL BOARD will pay all costs of collection, including a reasonable attorney's fee.

This Obligation does not constitute any indebtedness of SCHOOL BOARD within the meaning of any constitutional or statutory provision or limitation of the State of Florida as it relates to the necessity of referendum, nor does it waive the limits of sovereign immunity established by §768.28, Fla. Stat.

This Obligation does not pledge the full faith and credit of SCHOOL BOARD and ad valorem taxes shall not be used for the payment of this indebtedness as funded to

RECEIVED
AUG 19 2021
CPA/AA-21-13
Land Development Division

BK 1515PG0263
2002 JN 25 AM 9:39

Attachment: Applicant Submittal (19989 : 5:05pm CPA/AA-21-13 Charles S. Dixon, AICP for School Board of Citrus County, FL)

SCHOOL BOARD. The principal of this Obligation shall be repaid out of the impact fees collected pursuant to statute and the Interlocal Agreement between SCHOOL BOARD and the Citrus County Board of County Commissioners. The Holder or Purchaser of this Certificate shall only be entitled to the impact fee revenues as it is collected by SCHOOL BOARD. This Certificate of Obligation may be considered as a first lien on one-half (½) of the impact fee proceeds collected from the Citrus County Board of County Commissioners as they are received by SCHOOL BOARD.

It is hereby expressly agreed by SAT, SR. LIMITED PARTNERSHIP, its successors and assigns, that this Obligation and the indebtedness evidenced thereby shall not constitute a lien upon any property of SCHOOL BOARD, but shall act only as a lien upon one-half (½) of the impact fees as they are collected by SCHOOL BOARD.

IN WITNESS WHEREOF, THE SCHOOL BOARD OF CITRUS COUNTY, FLORIDA, has issued this Obligation and has caused the same to be executed by David J. Hickey, Superintendent of THE SCHOOL BOARD OF CITRUS COUNTY, FLORIDA, this 21st day of June, 2002.

ATTEST:

_____

THE SCHOOL BOARD OF CITRUS COUNTY, FLORIDA

By: _____
David J. Hickey, Superintendent

STATE OF FLORIDA
COUNTY OF CITRUS

The foregoing instrument was acknowledged before me this 21st day of June, 2002, by David J. Hickey, Superintendent of The School Board of Citrus County, Florida, ☑ who is personally known to me ☐ who provided Florida driver's license as identification and who did not take an oath.

_____
NOTARY PUBLIC

This instrument prepared by:
Richard S. Fitzpatrick
FITZPATRICK & FITZPATRICK, P.A.
213 North Apopka Avenue
Inverness, Florida 34450

BK 1515PG0264
2002 JN 25 AM 9:39
Attachment: Applicant Submittal (19989 : 5:05pm CPA/AA-21-13 Charles S. Dixon, AICP for School Board of Citrus County, FL)

123 NW Highway 19
Crystal River, FL 34428
352-795-4216 P
352-795-6245 F
www.crystalriverfl.org

October 8, 2021

Land Development Division
3600 West Sovereign Path, Suite 140
Lecanto, FL 34461

RE: Application No. CPA/AA-21-13

Dear Planning and Development Commission,

The City of Crystal River has reviewed and supports the proposed change referred to Application No. CPA/AA-21-13. We support the proposed changes because this will make the land use designation consistent with other public schools in the County, and also this will remove the School Board owned portion from the DRI making it consistent with the remaining portion of Crystal River High School which is located in the City.

Sincerely,

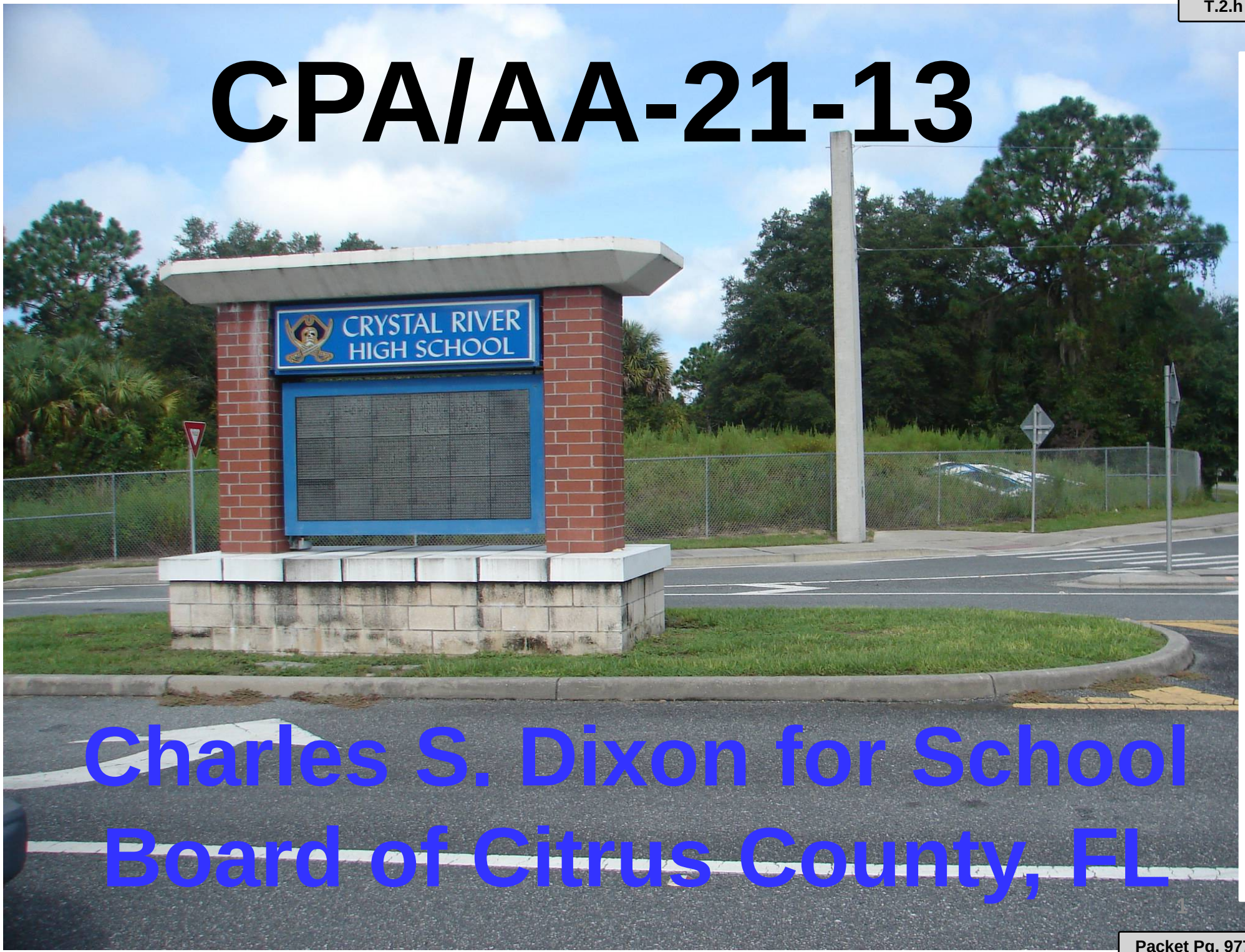
Ken Frink
City Manager, City of Crystal River

cc: Joe Meek, Mayor
Pat Fitzpatrick, Vice Mayor
Ken Brown, Council Member
Cindi Guy, Council Member
Robert Holmes, Council Member
Chuck Dixon, Citrus County Schools

RECEIVED
OCT 18 2021
CPA/AA-21-13
Land Development Division

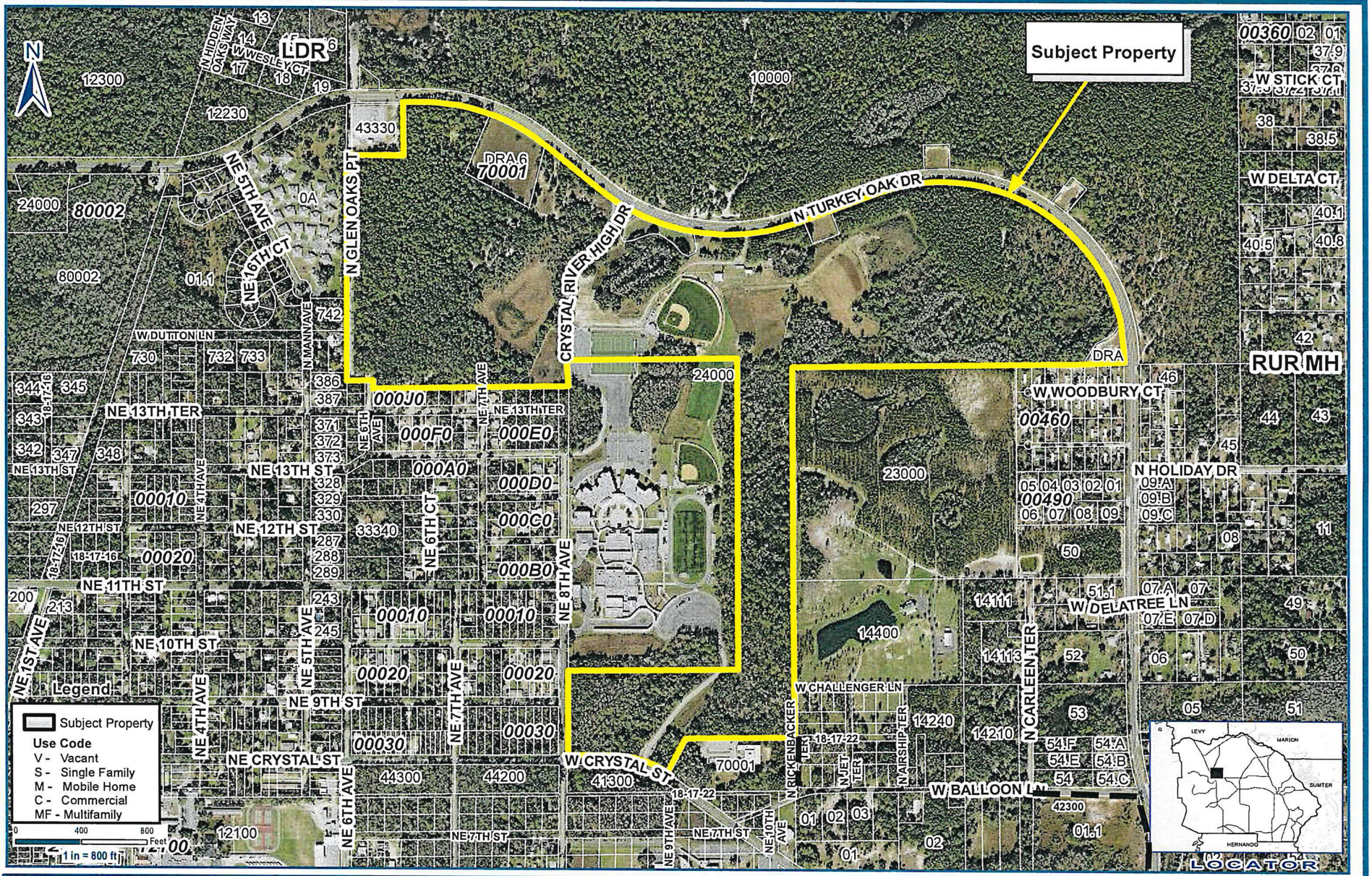
Attachment: Applicant Submittal (19989 : 5:05pm CPA/AA-21-13 Charles S. Dixon, AICP for School Board of Citrus County, FL)

CPA/AA-21-13



Charles S. Dixon for School Board of Citrus County, FL

Attachment: BCC planner pp (19989 : 5:05pm CPA/AA-21-13 Charles S. Dixon, AICP for School Board of



Application #: CPA/AA-21-13	Applicant: Charles S. Dixon, AICP for School Board Citrus County
Proposal: Amend FLUM, LDC Atlas, Remove DRI	Location: Portion of Parcel 24000 (AK 3486585)
LDC Atlas: Planned Residential District (PDR), DRI	S-T-R - 15-18-17

Planner Initials: JK Date: 9/22/21

Geographic Information Systems

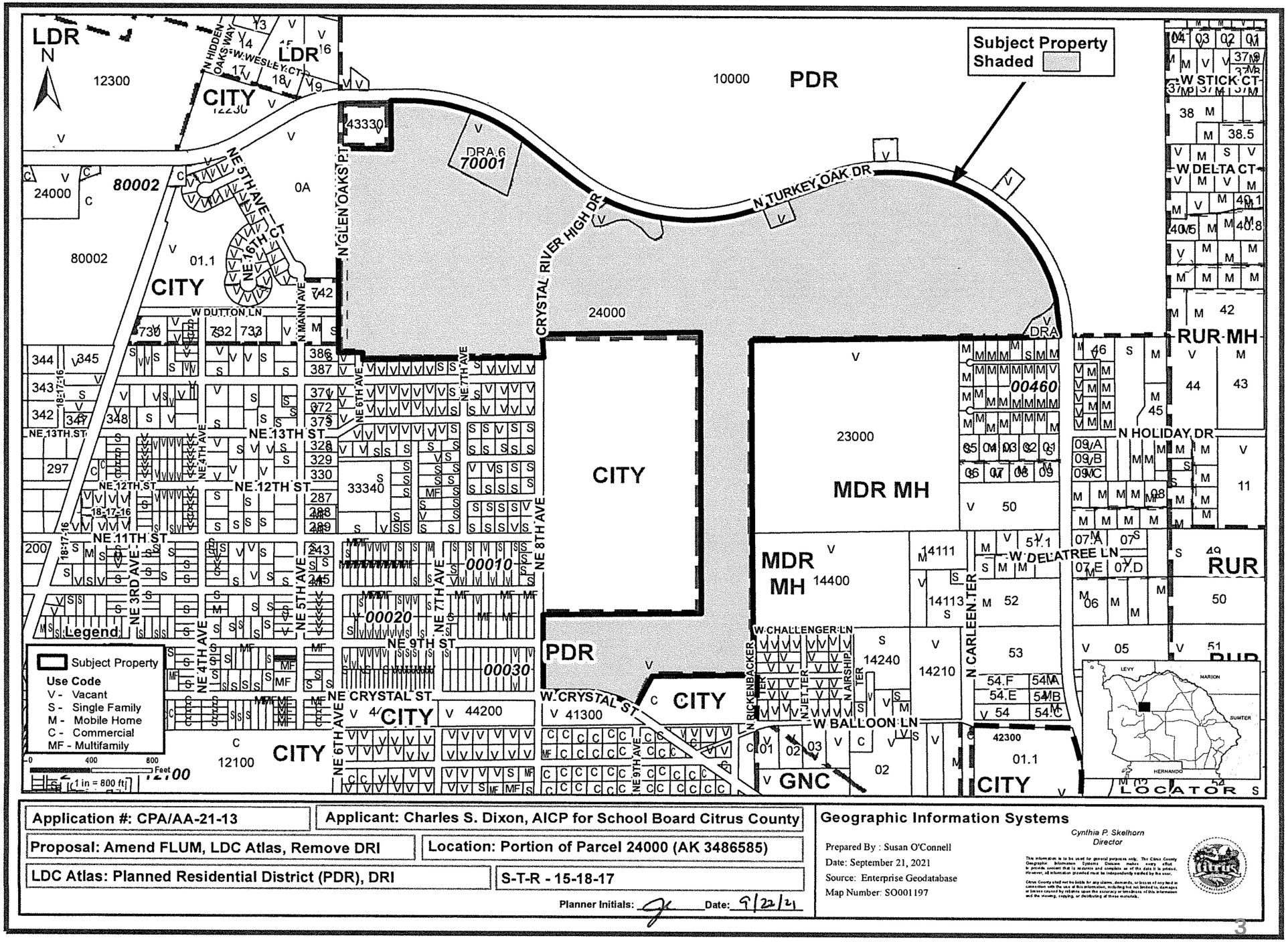
Prepared By : Susan O'Connell
Date: September 21, 2021
Source: Enterprise Geodatabase
Map Number: SO001199

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 its 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: BCC planner pp (19989 : 5:05pm CPA/AA-21-13 Charles S. Dixon, AICP for School Board of



Application #: CPA/AA-21-13	Applicant: Charles S. Dixon, AICP for School Board Citrus County
Proposal: Amend FLUM, LDC Atlas, Remove DRI	Location: Portion of Parcel 24000 (AK 3486585)
LDC Atlas: Planned Residential District (PDR), DRI	S-T-R - 15-18-17

Planner Initials: JL Date: 9/22/21

Geographic Information Systems

Cynthia P. Skelhorn
Director

Prepared By : Susan O'Connell
Date: September 21, 2021
Source: Enterprise Geodatabase
Map Number: SO001197

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Attachment: BCC planner pp (19989 : 5:05pm CPA/AA-21-13 Charles S. Dixon, AICP for School Board of

DRI MASTER DEVELOPMENT PLAN

Date approved:

Resolution History:

Res. 90-44	March 13, 1990
Res. 92-120	June 23, 1992
Res. 92-137	July 28, 1992
Res. 02-088	April 23, 2002
Res. 06-066	March 28, 2006



LAND USE SCHEDULE

	KEY	LAND USE	ACRES	DENSITY	TOTAL DWELLING UNITS
TRACT A		Cluster Housing	169.00	6 DU/AC	1,014
		Condominiums	66.00	8 DU/AC	528
		Recreation Areas *	10.00		
		Major internal roads	26.00		
		Open space/Natural areas/Buffers	86.00		
TRACT B		Public Use/Public Schools	107.00		
		Open space/Natural areas/Buffers	48.25		
TRACT C (Removed from DRI 2002)		Public Use/Public Schools			
		Open space/Natural areas/Buffers			
TOTALS			512.25 acres		1,542 Dwelling Units

* This category includes active and passive recreation areas for a total of 10 acres. These recreation areas will be located throughout the site as development occurs in proximity to the neighborhood served. Six acres of recreation are allocated to Cluster Housing and four acres to Condominium land use areas. Any active recreational facilities open to the public and provided within the public use/public school designated areas of the site can be applied to satisfy project recreational needs.

Walking trails and/or observatory areas will be incorporated into actual development plans or plats within the designated open space/natural area/buffers to provide additional complimentary passive recreation on site. Such facilities will be designed so not to adversely impact upon the wetlands and their function.

NOTE: All land use areas may be interchangeable within the DRI provided that overall thresholds and buffers are maintained.

BASE MAP SOURCE: SCANNED IMAGE OF MAP H-1, ORIGINALLY PREPARED BY HENIGAR & RAY ENGINEERING ASSOCIATES, INC.

BETZ FARM

DEVELOPMENT OF REGIONAL IMPACT
Sections 15 & 22-18-17
Citrus County, Florida

2002 Map Prepared by:
Community Land Design, Inc.
34 NE Crystal Street Crystal River, FL 34428 Phone: 352-563-2226

Attachment: BCC planner pp (19989 : 5:05pm CPA/AA-21-13 Charles S. Dixon, AICP for School Board of

PM2-21-141

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-21-13

Charles S. Dixon, AICP for School Board of Citrus County, FL

DATE: November 8, 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 remove land from an existing Development of Regional Impact:

FUTURE LAND USE MAP REQUEST:	From: RMU, Residential Mixed Use District To: PSI, Public/Semi-Public/Institutional District
LAND USE ATLAS MAP REQUEST:	From: PDR, Planned Residential District with a designation on the Betz Farm Development of Regional Impact for Public Use/Public Schools and Open Space/Natural Areas/Buffers To: PSI, Public/Semi-Public/Institutional District
LOCATION:	Sections 15 and 22, Township 18 South, Range 17 East; more specifically, a portion of Parcel 24000 (Alternate Key 3486585). A complete legal description is on file with the Land Development Division.
ACREAGE:	Approximately 155.25 acres
SURROUNDING FUTURE LAND DESIGNATIONS:	North – RMU, Regional Mixed Use District South – MDR, Medium Density Residential; City limits of Crystal River East – MDR District West – City limits of Crystal River
SURROUNDING LAND DEVELOPMENT CODE ATLAS DESIGNATIONS:	North – PDR, Planned Residential Development (DRI – residential designations) South – MDRMH, Medium Density Residential District with mobile homes allowed); City limits of Crystal River East – MDRMH District West – City limits of Crystal River
SURROUNDING EXISTING LAND USES:	North – N. Turkey Oak Drive; Vacant DRI (residential) land South – W. Crystal Street; Vacant and improved residential lots East – Vacant and improved residential land West – Crystal River High School; Vacant and improved residential lots

Attachment: Staff Report and locator map (19989 : 5:05pm CPA/AA-21-13 Charles S. Dixon, AICP for School Board of Citrus County, FL)

CHARACTERISTICS OF THE SUBJECT PROPERTY - According to the *Soil Survey of Citrus County* (1988), the soil type in the area is primarily Adamsville fine sand and EauGalle fine sand (depressional). Limitations to building site development are moderate due to wetness and severe due to ponding (depending on which soil type is in place). The subject property appears to be located in Flood Zones X and AE, as found on the Flood Insurance Rate Map 12017C0187E.

BACKGROUND AND ANALYSIS –

The following table outlines the DRI approvals/amendments to date:

Dates	Residential	Open Space	Notes
1988	500 single-family 500 cluster units 500 condo units TOTAL = 1,500 du	108 acres open space	Original DRI approval
1990	No change	No change	Extends dates
1992	No change	114.5 acres open space	Phasing schedule, extends dates
2002	1,014 cluster units 528 condo units TOTAL = 1,542 du	132.25 acres open space	Removed library site, adds public school site, extends dates, removes phases
2003			Site donated
2007, 2011	No change	No change	Extends dates
2019	No change	No change	Allows interchangeability of residential uses; extends dates

In 2003, the DRI site was donated to the Board of County Commissioners and the School Board of Citrus County. Part of the School Board property has been developed for use by Crystal River High School, while the remainder of the School Board site and all of the Board of County Commissioners' site are currently vacant.

In this application, the School District would like to remove their land from the overall DRI and instead utilize a PSI land use designation. This designation would be consistent with other school sites throughout the County and would not impact the residential uses allowed on the BOCC site on the north side of Turkey Oak.

The State of Florida has significantly reduced the requirements for existing DRI's and removed the criteria to establish a new DRI. This particular site, with its location adjacent to an existing high school and various accessory uses, would be well served with a PSI designation appropriate for continued school district use rather than a DRI Master Plan that simply proposes general school and open space uses in the area.

SUMMARY OF AGENCY COMMENTS: This application is a large-scale CPA and an AA which is therefore required to petition to State agencies for comment. Comments have not been received at the time of writing of this report.

Attachment: Staff Report and locator map (19989 : 5:05pm CPA/AA-21-13 Charles S. Dixon, AICP for School Board of Citrus County, FL)

SUMMARY OF PUBLIC COMMENTS: Public comments have not been received as of this writing of the staff report. A letter was received by the City of Crystal River, which is included in the backup material.

REQUEST FOR LAND USE CHANGE

Concurrency

a) Sanitary Sewer – The site is currently vacant outside of some accessory uses used by the Crystal River High School. It is anticipated that any new school district uses proposed would continue to utilize the existing central sewer at the site.
b) Potable Water – Any new school district uses proposed would continue to utilize the existing central water at the site.
c) Solid Waste – The property will continue to utilize commercial solid waste collection with disposal in the Citrus County landfill.
d) Drainage – There are multiple stormwater ponds in the general area, and any new development would be required to demonstrate sufficient stormwater compensation.

Consistency with Comprehensive Plan – The application is consistent with the following Policies:

Policy 18.1.8 *The County shall coordinate with the Citrus County School Board in accordance with the Interlocal Agreement for Public Educational Facility Planning in Citrus County.*

Staff comment – Removal of the site from the DRI would allow the School District to continue use and development of the site without the specific conditions assigned to the overall DRI such as expiration dates that were more intended for the larger residential areas to the north. This application from the School District utilizes practices outlined in the Interlocal Agreement and general inter-staff discussions.

Impacts on Affordable Housing – The proposal to continue school district use does not have an impact on affordable housing.

Compatibility with Adjacent Land Uses – Continued use of the site for school district use would have no change in impact to the adjacent land uses, and instead would propose a land use district designation that clearly identifies the continued school district utilization.

PROPOSED FINDINGS OF FACT – LAND USE CHANGE

1. The request is to re-designate approximately 155.25 acres from RMU to PSI on the Future Land Use Map and from PDR to PSI on the Land Development Code Atlas Map, while removing the site from the existing Betz Farm Development of Regional Impact.
2. The proposed land use is consistent with the Comprehensive Plan as discussed above.

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. The PDC found that the application is consistent with the requirements of the LDC and the Comprehensive Plan. Granting this request will not adversely

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affect the public interest and would be generally compatible with adjacent properties and other properties in the district.

JLC/cb

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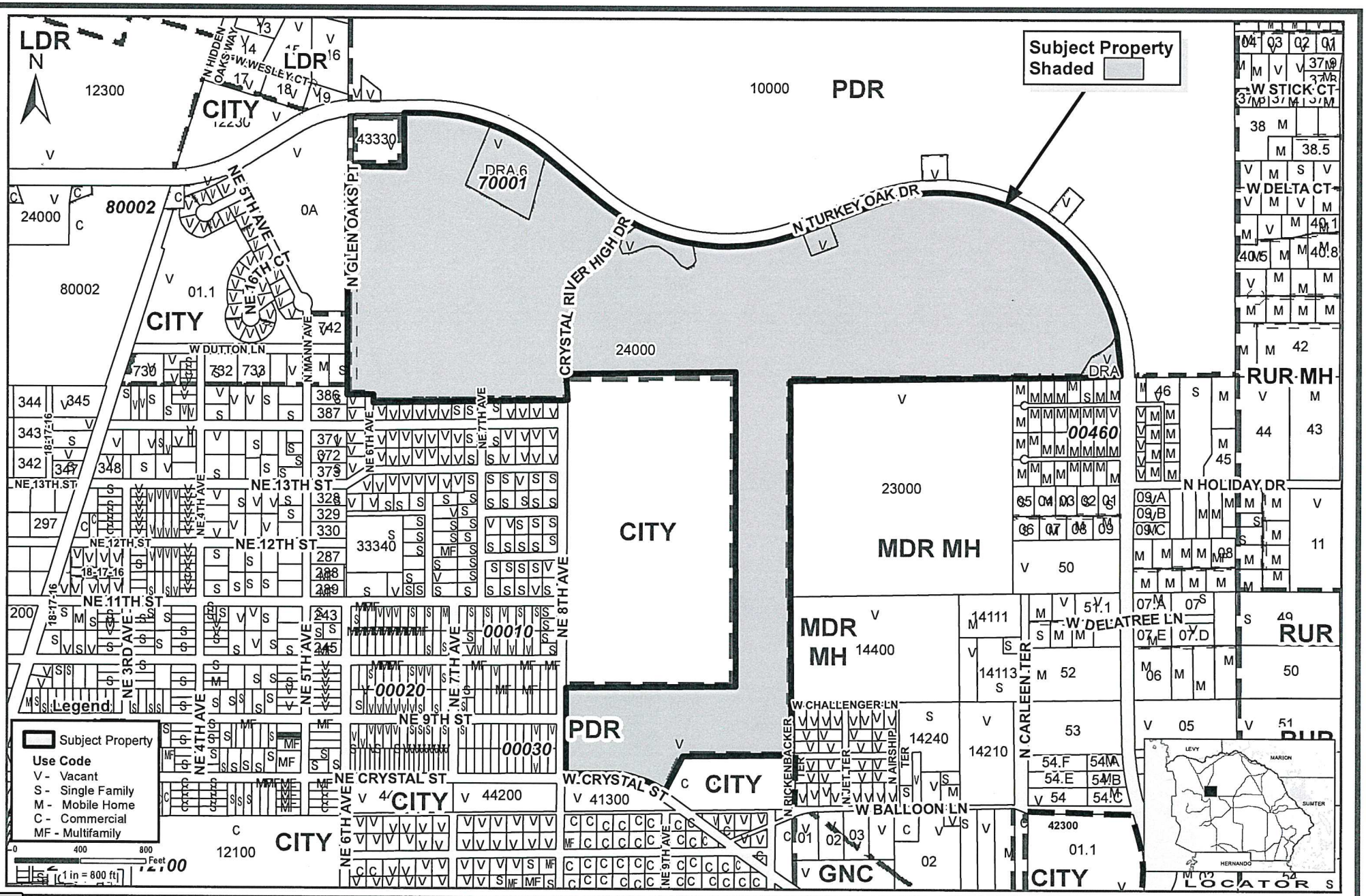

Application #: CPA/AA-21-13

Applicant: Charles S. Dixon, AICP for School Board Citrus County

Proposal: Amend FLUM, LDC Atlas, Remove DRI

Location: Portion of Parcel 24000 (AK 3486585)

LDC Atlas: Planned Residential District (PDR), DRI

S-T-R - 15-18-17

Planner Initials: JK Date: 9/22/21

Geographic Information Systems

Cynthia P. Skelhorn
Director

Prepared By : Susan O'Connell
Date: September 21, 2021
Source: Enterprise Geodatabase
Map Number: SO001197

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