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

AGENDA

June 14, 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 - Public Workshop - May 10, 2022 9:00 AM

B.2. Board of County Commissioners - Regular Meeting - May 10, 2022 1:00 PM

Administration

Attorneys Office

Clerk

Community Services

Fire Services

Human Resources

Management and Budget

Planning and Development

B.3. PLT-22-02 Corta Commons at Central Ridge Plaza

a. Review and approve replat application PLT-22-02, Corta Commons at Central Ridge Plaza.

b. Authorize the Chairman to execute the plat and direct the Clerk to record the plat in the public records of Citrus County Florida.

Public Works

B.4. Acknowledgment of Airport Hangar Lease Agreement(s)

Staff requests that the Board of County Commissioners acknowledge the attached executed T-Hangar lease agreements with Mr. Ricky Raleigh, Mr. Jeffery Suttle (Renewal), and Mr. Joseph Serra (Renewal).

Systems Management

Visitors and Convention Bureau

Water Resources

Set Public Hearings Workshops

B.5. Proposed Citrus Springs 2022 Assessment Area

a. Adopt and authorize the Chairman to execute a Resolution of Citrus County, Florida, relating to the provision of Water Distribution Facilities in the unincorporated area of the County; creating the Citrus Springs 2022 Assessment Area; determining the estimated capital cost of the Water Line Extensions; establishing the method of assessing the project cost against the properties that will be benefited thereby, establishing other terms and conditions of the assessments; directing the County Administrator to prepare a preliminary assessment roll; establishing a public hearing to consider imposition of the proposed assessments and the method of their collection; directing the provision of notice; and providing for an effective date.

b. Set a public hearing for July 26, 2022, at 1:30 p.m. regarding the Citrus Springs 2022 Assessment Area.

B.6. Beverly Hills Municipal Service Benefit Unit

a. Cancel a public hearing scheduled on Tuesday, June 14, 2022, at 1:31 p.m.

b. Adopt and authorize the Chairman to execute a Preliminary Rate Resolution of Citrus County, Florida, relating to Beverly Hills Municipal Service Benefit Unit Rates.

c. Set a public hearing on July 26, 2022, at 1:31 P.M. for the purpose of hearing public comment on the adoption of an Annual Rate Resolution adopting and certifying the FY 2022-2023 Beverly Hills MSBU Assessment Roll.

B.7. Proposed Habitat at Citrus Springs Phase I Assessment Area

a. Adopt and authorize the Chairman to execute a Resolution of Citrus County, Florida, relating to street lighting services; describing the property to be included within the proposed Habitat at Citrus Springs Phase I Assessment Area and the local improvements to be provided therein; determining the estimated project cost of the street lighting services; establishing the method of assessing the project cost against the properties that will be benefited thereby; establishing other terms and conditions of the assessments; directing the county administrator to prepare a preliminary

assessment roll; establishing a public hearing to consider imposition of the proposed assessments and the method of their collection; directing the provision of notice; and providing for an effective date.

b. Set a public hearing for July 26, 2022, at 1:33 p.m. regarding the proposed Habitat at Citrus Springs Phase I Assessment Area.

C. PROCLAMATIONS

C.1. Presentation from Students working against Tobacco

Presentation from the Students Against Tobacco

D. OPEN TO THE PUBLIC

E. REGULAR BUSINESS

E.1. Bids

a. AGR 22-093 Solid Waste Management Compactor Rental

Approve and authorize the Chairman to sign the compactor rental agreement once the documents are approved by the County Attorney.

b. ITB 21-098 Sell and Transportation of Scrap Metal at Landfill; Trademark Metals Recycling LLC

Approve and Authorize the Chairman to execute the Agreement between Citrus County, Florida and Trademark Metals Recycling LLC to sell and transport scrap metal from the landfill.

c. RFP 22-047 Financial Advisory Services; PFM Financial Advisors LLC

Approve and authorize the Chairman to execute the Agreement between Citrus County, Florida and PFM Financial Advisors LLC to provide financial advisory services for a period of five years with an option to renew for one additional three-year period.

E.2. Budget Transfers

Approve budget transfers for Housing Services (2), Extension Services, Library Services, Engineering, Aviation, Utilities and Visitors & Convention Bureau for fiscal year 2021-22.

E.3. Budget Resolution

Adopt and authorize the Chairman to execute a resolution

amending/ adopting the Road Maintenance budget, Low Income Home Energy Assistance Program, State Housing Initiative Partnership and HAVA Elections Security grant budgets for fiscal year 2021-22.

E.4. Citrus County Harvest Incorporated, Resolution and Lease Agreement

a. Discussion and consideration of a request from Citrus County Harvest Incorporated, to lease rooms 114, 115, 116, 124 and 125, located at 2804 W. Marc Knighton Ct., Lecanto, Florida, 34461 for the purpose of providing meals to children through the Citrus County Blessings Program.

b. Adopt and authorize the Chairman to execute a Resolution of the Board acknowledging the request from Citrus County Harvest Incorporated to lease property owned by the County.

c. Approve and authorize the Chairman to execute the Lease Agreement for a period of two (2) calendar years, beginning July 1, 2022, through June 30, 2024, and the monthly rent shall be Three Hundred Thirty-Five Dollars and Thirty Cents ($335.30) per month.

E.5. Resolution-legislative action to restore the lower Withlacoochee River

Adopt and authorize the Chairman to execute a Resolution in support of establishing the need for legislative action and direction to State Regulatory agencies to restore the lower Withlacoochee River.

E.6. Extension of the Tax Roll

Approve a request from Janice A. Warren, Citrus County Tax Collector, to extend the tax roll pursuant to section 197.323, Florida Statutes.

E.7. Memorandum of Agreement Between Florida Fish and Wildlife Conservation Commission and Citrus County, Florida, FWC Contract No. 21317

a. Approve and authorize the Chairman to execute the Memorandum of Agreement between the Florida Fish and Wildlife Conservation Commission and Citrus County, Florida, Agreement No. 21317 for the purpose of installing County signage on the Florida Fish and Wildlife Conservation Commission permitted pilings that are located on the Homosassa River, Florida.

b. Approve and authorize the related budget transfer.

E.8. Memorandum of Agreement with the Florida Commission for Transportation Disadvantaged

Approve and authorize the Chairman to sign the Memorandum of Agreement between the Commission for Transportation Disadvantaged and Citrus County, Florida for the designation of Citrus County Transit as the Community Transportation Coordinator to plan, coordinate and implement the most cost effective Transportation Disadvantaged transit system as possible with all resources available through the Commission for Transportation Disadvantaged beginning 07/01/2022 and ending 06/30/2027.

E.9. Coordination Contract With Key Training Center

Approve and authorize the Chairman to execute the Transportation Coordination Contract between Citrus County, Florida and the Citrus County Association of Retarded Citizens, DBA Key Training Center.

E.10. Youth Athletic Organization Agreements - Soccer

Approve and authorize the Chairman to execute the Youth Athletic Organization Agreements between Citrus County, Florida and Citrus United Soccer Club, Inc., Nature Coast Soccer Club, Inc., and West Citrus Soccer Club, Inc., for their 2022-2023 season.

E.11. Approve Annexation of a Portion of Kings Bay by the City of Crystal River

Approve Annexation of a portion of King's Bay by the City of Crystal River.

E.12. Suncoast Parkway 2, Phase 2 – Memorandum of Agreement

a. Approve and authorize the Chairman to sign the Memorandum of Agreement establishing the relationship between the State of Florida, Florida Department of Transportation and Citrus County, Florida, with respect to the general responsibilities of the parties regarding conveyances of the properties needed and associated with the Suncoast Parkway 2 (Project) and to establish ownership, easements and maintenance responsibilities of specific roadway and other improvements after completion of the Project.

b. Approve and authorize property and easement conveyances for the purpose of constructing the Project and approve and authorize the Chairman to execute a subsequent County Deed between the State of Florida, Department of Transportation and Citrus County, Florida, a political subdivision of the State of Florida.

c. Approve and authorize the Chairman to execute any subsequent modifications to the Memorandum of Agreement as needed with regard to the Project without further review or approval of the Board.

d. Approve and authorize the Chairman or designee to execute all related closing documents regarding the Project.

e. Authorize staff to execute all other documents related to the closing of the property with the exception of recordable documents; approve and authorize payment of related closing costs associated with the Project property acquisitions.

f. Authorize the Clerk to record the Memorandum of Agreement in the Public Records of Citrus County, Florida, upon receipt of the fully executed documents from the State of Florida, Florida Department of Transportation, record a subsequent County Deed, and to place acceptance stamp on any subsequent documents upon receipt and record said documents in the Public Records of Citrus County, Florida.

E.13. TBRPC Grant Application for FDEP Vulnerability Assessment

a. Approve and authorize Tampa Bay Regional Planning Council to submit the grant application to FDEP for the Resilient Florida Grant through the FDEP grant portal in the amount of 400,000 with no match from Citrus County.

b. Approve and authorize the Chairman to sign the grant award, subject to the approval of County Administrator and County Attorney and all related documents once received for $400,000 with no match from Citrus County. Authorize staff to issue the purchase order to TBRPC once the grant award has been fully executed.

E.14. Building Division - Additional Staff

a. Approve two new Development Review /Permit Specialists and a new Inspector position for the Department of Growth Management, Building Division

b. Approve related budget transfer.

F. OUTSTANDING COMMISSION ITEMS

	BOARD DATE	ISSUE	RESPONSIBLE PARTY	ANTICIPATED COMPLETION DATE	DATE COMPLETED	COMMENTS
1.	12/12/2017 RETREAT	Resolve Landfill Issues	Ken Cheek/ Dan Sherlock	Ongoing		
2.	12/8/2020 RETREAT	Agenda Item for an RFP for Communications firm to Assist County	Veronica Kampschroer/ Commissioner Davis	9/30/2022		Workshop completed waiting for FY2022/23 budget adoption
3.	12/8/2020 RETREAT	Ft Island Trail Multi-Purpose Path update	Walt Eastmond	TBD		Waiting for Governor to take action of budget
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	Susan Boelk	6/27/2022		
7.	11/10/2021	Modify waterfront setbacks & Storm Water Management	Joanna Coutu	BOCC consideration May 24, 2022	COMPLETED	
8.	2/22/2022	Monthly Updates on Core Civic Staffing	Erin Dohren	Ongoing		Next Report June 29, 2022
9.	3/8/2022	Benchmark other counties and cities in Florida regarding Affordable Housing	Mike Sherman			Completed scheduling for Agenda 6/27/2022
10.	4/12/2022	Review qualifications for Historical Resources Advisory Board	Mike Sherman	5/24/2022		
11.	4/26/2022	Suggested Airport improvements from FBOS	Quincy Wylupek	6/4/2022		
12.	5/11/2022	Inverness Airport	Quincy Wylupek	7/15/2022		
13.	5/24/2022	Evaluate Further potential changes to waterfront setbacks: vegetative buffers. Distance from Spring Run/sink holes, Define Spring Run and construction of pool cages	Joanna Coutu			Must go through PDC

G. COUNTY ADMINISTRATOR - CHARLES R. OLIVER

G.1. Review Constitutional Officer's Proposed Budgets FY2022/2023

Provide guidance to staff on the development of the 2022/2023 budget.

G.2. Benchmark/survey affordable and workforce housing by county

Discuss affordable and workforce housing programs and strategies that could be implemented as part of Citrus County's housing programs. These programs at a minimum could include:

- Minimum set aside for affordable/workforce housing in residential subdivisions and multifamily developments.

-Density bonuses utilizing the PUD process for affordable/workforce housing.

- Develop a housing authority and issue Multifamily Mortgage Revenue Bond program (MMRB) and other programs through a housing authority.

- Dedicate general funds to offset costs associated with the development of multifamily housing.

H. PRESENTATIONS/PUBLIC HEARINGS

H.1. 1:30 p.m. Public Hearing-Proposed County Surplus Property Inventory List Appropriate For Use As Affordable Housing

a. Adopt and authorize the Chairman to execute a Resolution of Citrus County, Florida, a political subdivision of the State of Florida, declaring certain County owned, residential surplus properties appropriate for use as affordable housing pursuant to Florida Statute 125.379; and

b. Approve and authorize the disposition of such property, pursuant to Florida Statute Section 125.379.

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

H.2. 1:45 PM Public Hearing - Flood Plain Management Ordinance Amendment

a. Conduct a public hearing on an Ordinance of Citrus County, Florida, amending Chapter 18, Article VI, Section 18-196 entitled "Applicability"; amending Chapter 18, Article VI, Section 18-197 entitled "Duties and Powers of the Floodplain Administrator"; amending Chapter 18, Article VI, Section 18-201 entitled "Variances and Appeals"; amending Chapter 18,Article VI, Section 18-204 entitled "Definitions"; amending Chapter 18, Article VI, Section 18-205 entitled "Buildings and Structures"; amending

Chapter 18, Article VI, Section 18-208 entitled "Manufactured Homes"; deleting Chapter 18, Article VI, Section 18-212 entitled "Amendments to the Florida Building Code"; 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, authorize the Chairman to execute the ordinance.

H.3. 1:50 pm Presentation CORE Citrus One-Stop Recovery and Economic Business Center

Presentation from the CORE - Citrus One-Stop Recovery and Economic Business Center.

I. ADVISORY BOARD ANNOUNCEMENTS, NOMINATIONS & APPOINTMENTS

J. COMMITTEE REPORTS FROM COMMISSIONERS

K. COMMISSIONER SCOTT CARNAHAN - DISTRICT 4

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

L.1. Authorize Chairman to Sign Letter to Florida Park Service Regarding the Maintenance of the Trails

Authorize the Chairman to sign letter to the Center Manager for the Florida Forest Service in Brooksville requesting that issues relating to trail maintenance be addressed.

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

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

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

O.1. Letter to Appoint J.J. Grow

Approve and authorize the Chairman to sign a letter of support of nominating Jeffrey (JJ) Grow to the Tampa Bay Regional Planning Council.

P. COUNTY ATTORNEY DENISE A. DYMOND LYN

P.1. Attorney/Client Session - Roesch v. DT Terra Vista, LLC and Citrus County

Approval to set an Attorney/Client Session on June 27, 2022 at 8:30 AM in the matter styled Kenneth M. Roesch and Anita M. Roesch v. DT Terra Vista, LLC and Citrus County (Case No: 2019

CA 773).

Q. OPEN TO THE PUBLIC

R. UPCOMING MEETINGS

1. Regular Meeting**, Monday June 27, 2022 at 1:00 PM**, Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450

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

3. Regular Meeting: **Tuesday July 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*: Resiliency **Monday June 27, 2022, at 9:00AM**, Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450

2. *Workshop*: Use of Boat Launch Funds & *Workshop*: Succession Planning **Tuesday July 12, 2022, at 9:00AM**, Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450

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

4. *Preliminary Budget Hearing*: Governing Library Special District **Tuesday, July 26, 2022**, **at 8:30AM**, Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450

5. *Preliminary Budget Hearing*: Fire Protection Special District **Tuesday, July 26, 2022**, **at 8:45AM,** Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450

6. *Preliminary Budget Hearing*: BOCC **Tuesday, July 26, 2022 at 9:00AM,** Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450

7. *Tentative Budget Hearing*: **Thursday, September 8, 2022 at 5:01PM**, 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-22-07 Chuck Pigeon for CR 486, LLC

a. Conduct a public hearing on June 14, 2022, at 5:01 pm to review and discuss application CPA/AA/PUD-22-07, Chuck Pigeon for CR 486, LLC.

b. If approved, adopt, and authorize the Chairman and Clerk to execute the ordinances for CPA/AA/PUD-22-07, Chuck Pigeon for CR 486, LLC.

T.2. 5:05 CPA/AA/PUD-22-05 Dr. Michael D. Wilburn for D. B. Harrelson, Trustee of the Florida Land Trust 2427 dated 12/1/2016

a. Conduct a public hearing on June 14, 2022, at 5:05 pm to review and discuss CPA/AA/PUD-22-05, Dr. Michael D. Wilburn for D. B. Harrelson, Trustee of the Florida Land Trust 2427 dated 12/1/2016

b. If approved, adopt, and authorize the Chairman and Clerk to execute the ordinances for CPA/AA/PUD-22-05, Dr. Michael D. Wilburn for D. B. Harrelson, Trustee of the Florida Land Trust 2427 dated 12/1/2016

U. ADJOURN

CITRUS COUNTY

BOARD OF COUNTY COMMISSIONERS

MINUTES ● MAY 10, 2022

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

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

A. CALL TO ORDER

May 10, 2022 Citrus County Courthouse
The meeting was called to order at 9:00 AM

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

Attendee Name	Title	Status	Arrived
Ronald E. Kitchen Jr.	Chair, District 2	Present	
Ruthie Davis Schlabach	1st Vice Chair, District 3	Present	
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 Novinger	Deputy Clerk	Present	

Minutes Acceptance: Minutes of May 10, 2022 9:00 AM (Minutes)

B. WORKSHOP AIRPORTS & INFRASTRUCTURE

B.1. Workshop Airports & Infrastructure

Workshop on Airports & Infrastructure

County Administrator Charles R. Oliver provided the recommendation.

Heiko Kallenbach, Chairman of the Aviation Advisory Board addressed the Board.

Mr. Oliver provided the presentation and responded to questions from the Board, followed by Board discussion with the Engineering Project Manager Quincy Wylupek, County Attorney Denise A. Dymond Lyn, Mr. Oliver, and Paige Devilbiss, who represented Right Rudder Aviation.

Consensus of the Board was to give direction to staff.

C. OPEN TO THE PUBLIC

The following individuals addressed the Board: Paige Devilbiss, representing Right Rudder Aviation; James Chen, representing Crystal Aero Group; and Carl Flanagan, who serves on the Citrus County Chamber of Commerce Board and the Aviation Advisory Board.

Commissioners responded to comments from the public.

Heiko Kallenbach responded to questions from the Board.

Consensus of the Board was to give staff direction regarding safety improvements and County Administrator Charles R. Oliver will schedule at an upcoming meeting.

D. UPCOMING MEETINGS

1. Regular Meeting: **May 10, 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: Debt Reduction to Capital on **May 24, 2022 at 8:30 AM**, Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450

2. Workshop: Northern Connector on **May 24, 2022** at **9:00 AM**, Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450

F. ADJOURN

The meeting was adjourned at 10:15 AM

Minutes Acceptance: Minutes of May 10, 2022 9:00 AM (Minutes)

CITRUS COUNTY

BOARD OF COUNTY COMMISSIONERS

MINUTES ● MAY 10, 2022

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

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

A. CALL TO ORDER

May 10, 2022 Citrus County Courthouse
The meeting was called to order at 1:00 PM

1. Invocation

Commissioner Jeff Kinnard, D.C. led the invocation and the Pledge of Allegiance.

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	Present	
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 Novinger	Deputy Clerk	Present	

Minutes Acceptance: Minutes of May 10, 2022 1:00 PM (Minutes)

4. *Approval of Agenda*

Chairman Ronald E. Kitchen, Jr. requested the addition of items E12 and C2.

. **Motion to approve the agenda, with the addition of items E12 and C2.**

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

. **Following Item E4**

County Administrator Charles R. Oliver announced that Attorney W. Campbell McLean from GrayRobinson, P.A. for item G3 will be available on TEAMS at 2:00 P.M.

B. CONSENT

At the request of Commissioner Scott Carnahan, County Administrator Charles R. Oliver provided clarification for item B6.

Motion to approve the Consent Agenda in its entirety.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Scott Carnahan, Commissioner, District 4
SECONDER:	Ruthie Davis Schlabach, 1st Vice Chair, District 3
AYES:	Kitchen Jr., Schlabach, Davis, Kinnard D.C., Carnahan

Minutes

B.1. Board of County Commissioners - Public Workshop - Apr 12, 2022 9:00 AM

B.2. Board of County Commissioners - Regular Meeting - Apr 12, 2022 1:00 PM

Administration

No items.

Attorneys Office

No items.

Clerk

B.3. Clerk Records Disposition 1913

Minutes Acceptance: Minutes of May 10, 2022 1:00 PM (Minutes)

Approve and authorize the Chairman to execute the Clerk's Records Disposition Document #1913 for the disposal of records that have met their assigned retention periods.

Community Services

B.4. Public Meeting Notice Nature Coast Aquatic Management Plan

The Florida Department of Environmental Protection's Office of Resilience and Coastal Protection, announces public meetings on May 19, 2022, and May 24, 2022, at 6:00pm to which all persons are invited for an opportunity for the public to provide input on the Nature Coast Aquatic Preserve Management Plan. The Advisory Committee Meeting will be on May 26, 2022, at 10:00am.

Fire Services

No items.

Human Resources

No items.

Management and Budget

No items.

Planning and Development

No items.

Public Works

No items.

Systems Management

No items.

Visitors and Convention Bureau

No items.

Water Resources

No items.

Set Public Hearings Workshops

B.5. Proposed County Surplus Property Inventory List Appropriate for use as Affordable Housing – Set A Public Hearing.

Minutes Acceptance: Minutes of May 10, 2022 1:00 PM (Minutes)

Set a Public Hearing on June 14, 2022, at 1:30 p.m. pursuant to Section 125.379, Florida Statutes, for the purpose of considering an inventory list of County owned, surplus real property determined to be appropriate for use as affordable housing.

B.6. Set a Public Hearing to Amend the Flood Plain Management Ordinance

Set a Public Hearing on June14, 2022 at 1:45 p.m. on an Ordinance of Citrus County, Florida, amending Chapter 18, Article VI, Section 18-196 entitled "Applicability"; amending Chapter 18, Article VI, Section 18-197 entitled "Duties and Powers of the Floodplain Administrator"; amending Chapter 18, Article VI, Section 18-201 entitled "Variances and Appeals"; amending Chapter 18,Article VI, Section 18-204 entitled "Definitions"; amending Chapter 18, Article VI, Section 18-205 entitled "Buildings and Structures"; amending Chapter 18, Article VI, Section 18-208 entitled "Manufactured Homes"; deleting Chapter 18, Article VI, Section 18-212 entitled "Amendments to the Florida Building Code"; 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.

C. PROCLAMATIONS

Motion to approve items C1 and C2.

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

1. Proclamation: Law Enforcement Memorial Day

Approve and authorize the Board to Proclaim May 15, 2022 as "Law Enforcement Memorial Day" in Citrus County, Florida.

2. Proclamation - Water Safety Month *- Item received after the agenda was published.*

Approve and authorize the Board to proclaim the month of May, 2022 as Water Safety Month in Citrus County, Florida.

D. OPEN TO THE PUBLIC

The following individuals addressed the Board on various issues: Dr. Paul John Reinhardt, Candidate for the State House District 23; Gill Phelan; Cheryl Hitchcock Isaman; Kathy Gates; Michael Nappi; John Labriola; Ken Hinkle; Dean Bales; Tracy Edgmon; Laurie Pettengill; Marianne Parker; George Reider; and Deb Spence.

Commissioners and County Administrator Charles R. Oliver responded to comments from the public.

E. REGULAR BUSINESS

1. Bids

Motion to approve items E1a, b, and c.

Minutes Acceptance: Minutes of May 10, 2022 1:00 PM (Minutes)

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

a. AGR 22-080 Aviation Tracking & Revenue Assurance Software-Inverness Airport; VirTower LLC

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

b. AGR 20-046 Amendment No. 1; Save Crystal River-Kings Bay Restoration Project; Save Crystal River, Inc.

Approve and Authorize the Chairman to execute Amendment No. 1 to the Agreement between Citrus County, Florida and Save Crystal River, Inc. to oversee the maintenance for the Kings Bay Restoration Project thru June 11, 2023.

c. PB 22-078 FSA20-EQU 18.0 Articulated Off Road Dump Truck; Alta Construction Equipment Florida

a. Approve and Authorize the Chairman to execute the Buy-Back Agreement between Citrus County, Florida and Alta Construction Equipment Florida.

b. Approve and Authorize the Chairman to execute the Total Maintenance & Repair Agreement between Citrus County, Florida and Alta Construction Equipment Florida.

E.2. Budget Transfers

Approve budget transfers for Extension, Housing (5), CARES Act, Circuit Court, Facilities and Utilities for fiscal year 2021-22.

Motion to approve item E2.

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

E.3. Budget Resolution

Adopt and authorize the Chairman to execute a resolution amending/adopting State Housing Initiative Partnership, Low Income Energy Assistance Program and State Aid to Libraries grant budgets for fiscal year 2021-22.

Motion to approve item E3.

Resolution Number 2022-034

Minutes Acceptance: Minutes of May 10, 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., Schlabach, Davis, Kinnard D.C., Carnahan

E.4. American Rescue Plan Projects

Approve the revised ARPA funding list and authorize staff to revise the CIP accordingly.

Motion to approve item E4.

At the request of First Vice Chair Ruthie Schlabach, County Attorney Denise A. Dymond Lyn provided clarification.

Board discussion ensued with Ms. Lyn and County Administrator Charles R. Oliver.

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

E.5. LPS0027 Harbor Lights Plant Interconnect Amendment 2

Authorize and approve the BOCC Chairman to execute LPS0027 Amendment #2 between the Florida Department of Environmental Protection and Citrus County, Florida for the project known as Harbor Lights Plant Interconnect.

Motion to approve item E5.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Scott Carnahan, Commissioner, District 4
SECONDER:	Ruthie Davis Schlabach, 1st Vice Chair, District 3
AYES:	Kitchen Jr., Schlabach, Davis, Kinnard D.C., Carnahan

E.6. Sugarmill Woods Golf Course Reuse Project

Approve and authorize the BOCC Chairman to execute the amendment to Agreement Q 105 between Southwest Florida Water Management District and Citrus County, Florida.

Motion to approve item E6.

Commissioner Jeff Kinnard, D.C. and County Administrator Charles R. Oliver commented.

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., Schlabach, Davis, Kinnard D.C., Carnahan

E.7. FAA FY 2022 Grant Application for Crystal River Airport Wildlife Study/Plan for the Wetlands Removal South of Runway 9-27 Project

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a. Approve and Authorize the Chairman to sign the FAA grant application and cover letter for the Wildlife Study/Plan for the Wetlands Removal South of RW 9-27 Project at the Crystal River Airport.

b. Authorize the Chairman to execute the FAA grant agreement once received and reviewed by the County Attorney.

Motion to approve item E7a 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., Schlabach, Davis, Kinnard D.C., Carnahan

E.8. Montezuma Waters Septic to Sewer Modifications

Accept the completed Montezuma Waters Septic to Sewer Modifications Project and approve the release of retainage in the amount of $138,797.04 to Constantine Constructors, LLC.

Motion to approve item E8.

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

E.9. Modification of Subgrant Agreement E1999

a. Adopt and authorize the Chairman to execute a Resolution authorizing modification of subgrant agreement E1999 to receive additional grant funding for the Low Income Household Water Assistance Program (LIHWAP), and authorize the signatories for such instruments including amendments, modifications and closeout reports to the executed contract, as necessary.

b. Approve and authorize the Chairman to execute modification of subgrant agreement E1999.

Motion to approve item E9a and b.

Resolution Number 2022-035

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

E.10. The Confluence - Building Permit 202201629

Approve and authorize the Chairman to execute the Retention Pond Expansion and Maintenance Agreement with Mr. Robert C Hilger and Janet Harrison-Hilger, acting jointly as

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Developers.

Motion to approve item E10.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Scott Carnahan, Commissioner, District 4
SECONDER:	Ruthie Davis Schlabach, 1st Vice Chair, District 3
AYES:	Kitchen Jr., Schlabach, Davis, Kinnard D.C., Carnahan

E.11. 1st Amendment to N Citrus Withlacoochee River Watershed Mgmt Plan Agreement

Approve and authorize the Chairman to execute the First Amendment to Agreement Between the Southwest Florida Water Management District and Citrus County for North Citrus Withlacoochee River Watershed Management Plan (N891).

Motion to approve item E11.

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

E.12. Commercial Property and Equipment Breakdown Insurance *- Item received after the agenda was published.*

a. Approve and authorize the annual renewal and payment of the County's Commercial Property and Equipment Breakdown insurance through Brown & Brown, with a renewal date to begin June 1, 2022.

b. Approve and authorize the Chairman to execute all documents relating to the County's insurance renewal to include the Premium Recapitulation proposal between Citrus County, Florida, a political subdivision of the State of Florida and Brown and Brown, in the total premium amount, not to exceed $1,254,497.09.

Motion to approve item E12a and b.

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

F. OUTSTANDING COMMISSION ITEMS

	BOARD DATE	ISSUE	RESPONSIBLE PARTY	ANTICIPATED COMPLETION DATE	DATE COMPLETED	COMMENTS
1.	12/12/2017 RETREAT	Resolve Landfill Issues	Brian Kauffman/	Ongoing		
2.	12/8/2020 RETREAT	Agenda Item for an RFP for Communications firm to Assist County	Veronica Kampschroer/ Commissioner Davis	9/30/2022		Workshop completed waiting for FY2022/23 budget adoption
3.	12/8/2020 RETREAT	Ft Island Trail Multi-Purpose Path update	Brian Kauffman	TBD		Waiting for Governor to take

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						action
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	Denise Lyn/ OMB wrote the criteria, Legal is working with Land Section	5/24/2022		OMB wrote policy
7.	11/10/2021	Modify waterfront setbacks & Storm Water Management	Mike Sherman/ Brian Kauffman	BOCC Consideration May 24, 2022		PDC Meeting 4/21/2022
8.	2/22/2022	Monthly Updates on Core Civic Staffing	Erin Dohren			Next report due 5/24/2022
9.	3/8/2022	Benchmark other counties and cities in Florida regarding Affordable Housing	Mike Sherman	5/24/2022		
10.	3/22/2022	Develop Timeline for Administrator Search	Randy Oliver	4/26/2022	COMPLETED	
11.	3/22/2022	Establish a restricted account for 0.2 mil increase over the next 5 years to fund road resurfacing unless on alternative revenue sources is identified.	Randy Oliver/ Colleen Scott	5/10/2022	COMPLETED	Funds will be placed in the Restrict Transportation Trust Account
12.	4/12/2022	Review qualifications for Historical Resources Advisory Board	Mike Sherman	5/24/2022		
13.	4/26/2022	Suggested Airport improvements from FBOS	Quincy Wylupek	6/1/2022		

County Administrator Charles R. Oliver requested the deletion of items 10 and 11.

. **Motion to approve item F with the deletion of 10 and 11.**

Prior to the vote, County Administrator Charles R. Oliver responded to comments from Second Vice Chair Holly Davis.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Scott Carnahan, Commissioner, District 4
SECONDER:	Ruthie Davis Schlabach, 1st Vice Chair, District 3
AYES:	Kitchen Jr., Schlabach, Davis, Kinnard D.C., Carnahan

G. COUNTY ADMINISTRATOR - CHARLES R. OLIVER

G.1. Accept Offer to Purchase Surplus Property – 3406 N Turkey Oak Dr., Crystal River - Betz Farm

a. Authorize Chairman to accept the highest and best offer.

b. Approve and authorize the Chairman to execute the Vacant Land Contract and Addendum

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to Vacant Land Sales Agreement.

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

d. Authorize Chairman to execute a subsequent County Deed and authorize the Clerk to record said County Deed in the Public Records of Citrus County, Florida upon staff's receipt of payment.

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

County Administrator Charles R. Oliver provided the recommendation.

Motion to approve the offer by Hamid Ashtari.

Board discussion ensued with Mr. Oliver and County Attorney Denise A. Dymond Lyn.

Motion was amended to add: b, c, d, and e.

Ms. Lyn addressed the Board regarding the broker contract.

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

G.2. Street Lighting -- CR486 at Suncoast 2 Ramps

Board discussion to urge the Florida Turnpike Enterprise (FTE) to install, maintain and pay the monthly utility charges for the highway street lighting along CR486.

County Administrator Charles R. Oliver provided the recommendation.

Board discussion ensued with Mr. Oliver.

Motion to urge the Florida Turnpike Enterprise (FTE) to install, maintain and pay the monthly utility charges for the highway street lighting along CR486.

At the request of First Vice Chair Ruthie Schlabach, Mr. Oliver provided clarification and provided a recommendation.

Motion was amended to add: Authorize the Chairman to sign a letter copying the Florida House Representative, State Senator, Florida Department of Transportation (FDOT) Secretary, and the Turnpike Enterprise Authority CEO.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Scott Carnahan, Commissioner, District 4
SECONDER:	Ruthie Davis Schlabach, 1st Vice Chair, District 3
AYES:	Kitchen Jr., Schlabach, Davis, Kinnard D.C., Carnahan

G.3. CR 491 North Road Widening Project - Land Acquisition –Eminent Domain Resolution.

Approve and authorize the Chairman to execute the Resolution determining the necessity of

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acquiring certain real property interests for the public purpose of widening and improving County Road 491 from W. Audubon Park Path to W. Parkville Street.

County Administrator Charles R. Oliver provided the recommendation and County Attorney Denise A. Dymond Lyn explained the process.

Motion to approve item G3.

Resolution Number 2022-036

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

H. PRESENTATIONS/PUBLIC HEARINGS

H.1. 1:31 P.M. Public Hearing: Ordinance Amendment Relating to Beverly Hill MSBU Rates.

a. Conduct a Public Hearing on an ordinance of Citrus County, Florida, pertaining to Chapter 90 Beverly Hills Municipal Service Benefit Unit, amending Article XXI, Section 90-834 entitled "authorizing special assessments on a per lot, per tract or per acre basis"; providing for severability; providing for modifications that may arise from consideration at public hearing; providing for inclusion into the code; and providing for an effective date.

b. Adopt the ordinance and authorize the Chairman to execute the ordinance.

c. Adopt and authorize the Chairman to execute a Preliminary Rate Resolution of Citrus County, Florida, relating to the Certification of the Fiscal Year 2022-2023 Beverly Hills MSBU Assessment Roll.

d. Set a public hearing on June 14, 2022, at 1:31 P.M. for the purpose of hearing public comment on the adoption of an Annual Rate Resolution adopting and certifying the FY 2022-2023 Beverly Hills MSBU Assessment Roll.

County Administrator Charles R. Oliver provided the recommendation and County Attorney Denise A. Dymond Lyn read the proposed ordinance title into the record.

There were no public comments.

Motion to approve item H1a, b, c, and d.

Ordinance Number 2022-A25 and Resolution Number 2022-037

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

H.2. 1:40 PM Public Hearing on an Ordinance Pertaining to Manatee Protection Zones

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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 64-1 entitled "Definitions"; 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, authorize the Chairman to execute the ordinance.

County Administrator Charles R. Oliver provided the recommendation.

County Attorney Denise A. Dymond Lyn read the changes to the ordinance and the proposed ordinance title into the record, followed by Board discussion with Ms. Lyn.

There were no public comments.

Motion to approve item H2a and b.

Ordinance Number 2022-A26

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

I. ADVISORY BOARD ANNOUNCEMENTS, NOMINATIONS & APPOINTMENTS

I.1. Aviation Advisory Board - Announce Vacancy

Accept with Regret the resignation of Mr. Jim C. Booth (see attached), District 5 Member, and announce the vacancy of this position.

Chairman Ronald E. Kitchen, Jr. provided the announcement.

Motion to approve item I1.

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

J. COMMITTEE REPORTS FROM COMMISSIONERS

Commissioner Jeff Kinnard, D.C. discussed the Hernando/Citrus Metropolitan Planning Organization (MPO) meeting.

Second Vice Chair Holly Davis announced the Tourist Development Council (TDC) and the Medical Examiners Office meetings tomorrow.

First Vice Chair Ruthie Schlabach shared information from the National Association of Counties (NACo) Transportation Policy Steering Committee zoom meeting.

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Chairman Ronald E. Kitchen, Jr. gave an overview from the Tampa Bay Regional Planning Council (TBRPC) meeting and requested the Board send a letter of support to the Governor to recommend J. J. Grow as the gubernatorial appointee to represent Citrus County on the TBRPC Board. Board discussion ensued with the County Attorney Denise A. Dymond Lyn, who discussed the options. Chairman Kitchen then requested to bring this resolution of support back for approval at a future meeting.

K. COMMISSIONER SCOTT CARNAHAN - DISTRICT 4

No items.

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

No items.

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

No items.

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

No items.

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

Chairman Ronald E. Kitchen, Jr. announced that he attended the National Day of Prayer.

P. COUNTY ATTORNEY DENISE A. DYMOND LYN

No items.

. Following Item P

County Administrator Charles R. Oliver discussed the Governor signing the abating of the gas tax.

Q. OPEN TO THE PUBLIC

Ken Hinkle and Deb Spence addressed the Board on various issues.

Commissioners responded to comments from the public.

R. UPCOMING MEETINGS

1. Regular Meeting**,** Tuesday, **May 24, 2022 at 1:00 PM**, Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450

2. Regular Meeting: Tuesday **June 14, 2022 at 1:00 PM**, Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450

3. Regular Meeting: **Monday, June 27, 2022 at 1:00 PM**, Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450

S. UPCOMING WORKSHOPS AND SPECIAL MEETINGS

2. *Workshop*: Debt Reduction to Capital **Tuesday May 24, 2022, at 8:30AM**, **& Tuesday May 24, 2022, at 9:00AM, Northern Connector** Citrus County Courthouse, Room 100, 110 N.

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Apopka Avenue, Inverness, FL 34450
3. *Workshop*: Long-Term Landfill Planning **Tuesday June 14, 2022, at 9:00AM**, Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450
4. *Workshop*: Resiliency **Monday June 27, 2022, at 9:00AM**, Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450
5. *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
6. *Workshop*: Succession Planning **Tuesday July 26, 2022, at 9:00AM,** Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450
7. *Preliminary Budget Hearing*: Governing Library Special District **Wednesday, July 27, 2022**, **at 8:30AM**, Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450
8. *Preliminary Budget Hearing*: Fire Protection Special District **Wednesday, July 27, 2022**, **at 8:45AM,** Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450
9. *Preliminary Budget Hearing*: BOCC **Wednesday, July 27, 2022 at 9:00AM,** Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450
10. *Tentative Budget Hearing*: **Thursday, September 8, 2022 at 5:01PM**, Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450

Clerk's Note: The meeting was recessed at 3:14 PM and resumed at 5:01 PM.

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 May 10, 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 the Chairman and Clerk to execute the ordinances for CPA/AA/PUD-22-01, Clark Stillwell for Crystal Ridge Property Group, LLC

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

Motion to adopt the back-up materials into evidence.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Scott Carnahan, Commissioner, District 4
SECONDER:	Ruthie Davis Schlabach, 1st Vice Chair, District 3
AYES:	Kitchen Jr., Schlabach, Davis, Kinnard D.C., Carnahan

. Continued item T1

Attorney Clark Stillwell representing the applicant provided the information.
Land Development Director Joanna Coutu provided the staff information and responded to questions from the Board.

Mr. Stillwell responded to questions from the Board.

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Ms. Coutu read the changes to the condition numbers 5 and 10 into the record.

Citizen Karen Esty spoke in opposition to the application.

Mr. Stillwell responded to questions from the Board.

. **Motion to approve item T1a and b.**

Ordinance Numbers 2022-A27 and 2022-A28

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

U. ADJOURN

The meeting was adjourned at 5:20 PM

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AGENDA MEMORANDUM

FROM:	Michael Sherman, AICP Growth Management Director
SUBJECT:	PLT-22-02 Corta Commons at Central Ridge Plaza
AGENDA DATE:	**June 14, 2022**

BRIEF OVERVIEW:

A replat application to create three nonresidential lots and one tract in Section 28, Township 18 South, Range 18 East, in the Central Ridge Plaza in Lecanto. The application has been reviewed by staff and recommended for approval.

BUDGET IMPACT/FUNDING SOURCE:

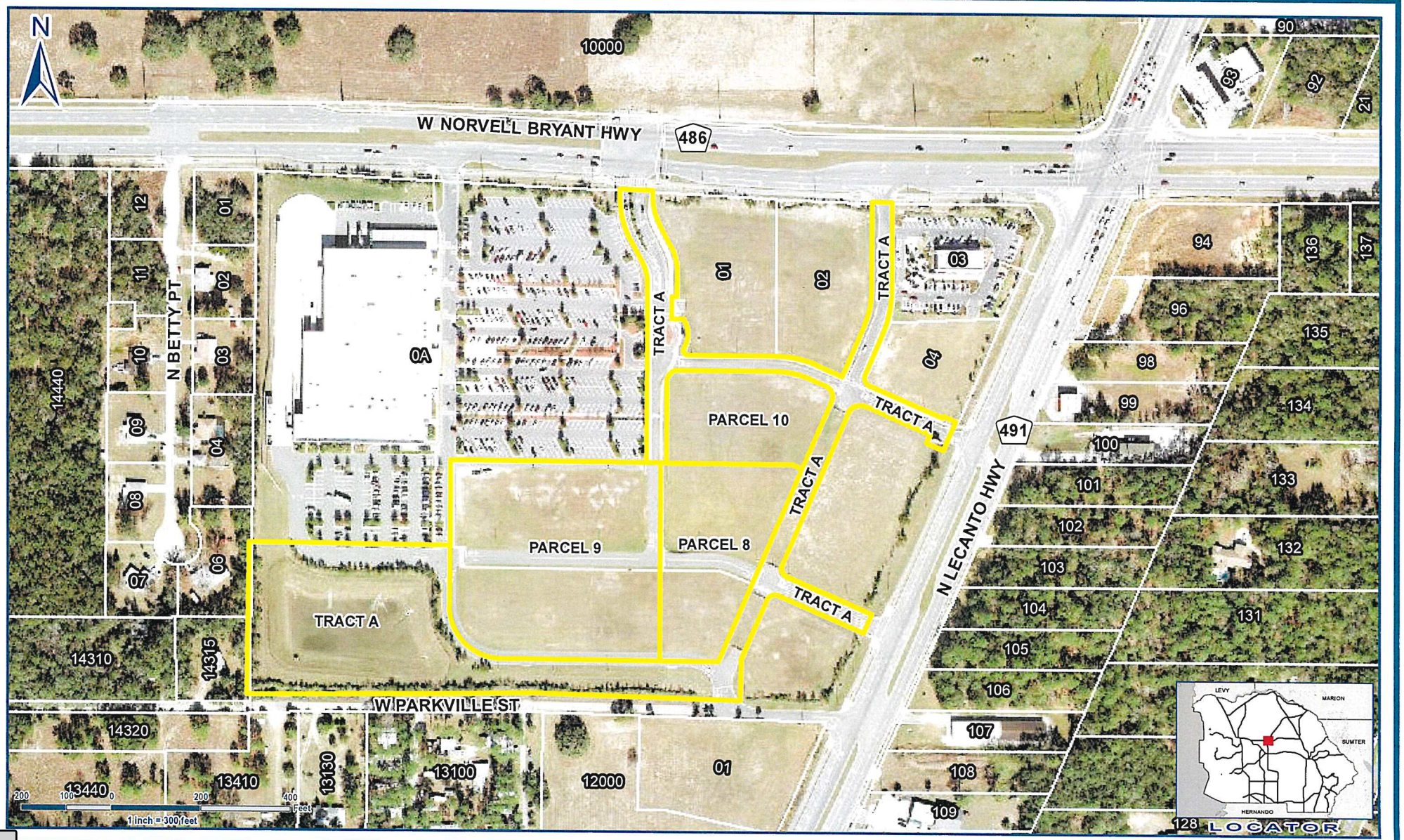
Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance
					$0

N/A – recording fee is responsibility of applicant

RECOMMENDED ACTION:

a. Review and approve replat application PLT-22-02, Corta Commons at Central Ridge Plaza.

b. Authorize the Chairman to execute the plat and direct the Clerk to record the plat in the public records of Citrus County Florida.



Legend

CORTA COMMONS AT CENTRAL RIDGE PLAZA
PLT-22-02
SEC 28 TWN 18S RNG 18E

Geographic Information Systems

Cynthia P. Skelhorn
Director

Prepared By : Susan O'Connell
Date: May 9, 2022
Source: Enterprise Geodatabase
Map Number: SO001315

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

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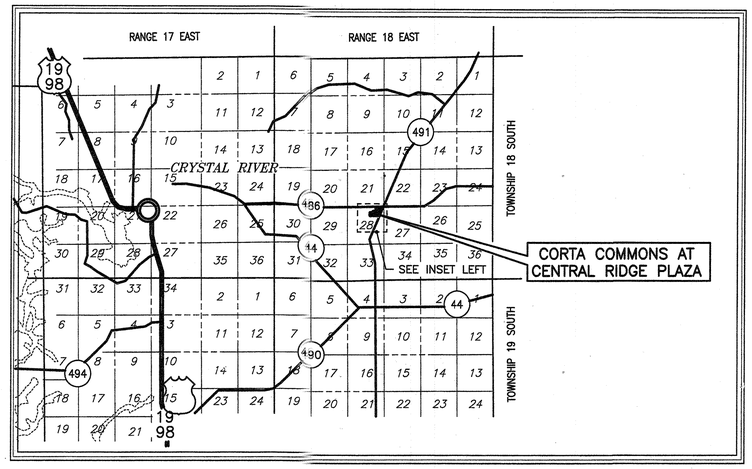
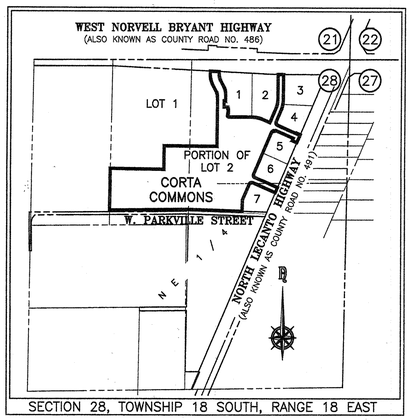
CORTA COMMONS AT CENTRAL RIDGE PLAZA

LOCATED IN SECTION 28, TOWNSHIP 18 SOUTH, RANGE 18 EAST
CITRUS COUNTY, FLORIDA



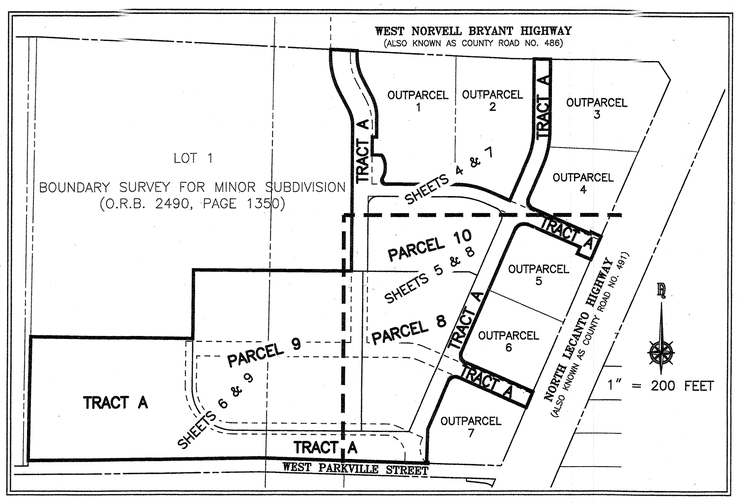
LOCATION MAP

0 2 4
GRAPHIC SCALE IN MILES
1" = 2 MILES



SECTION 28, TOWNSHIP 18 SOUTH, RANGE 18 EAST

0 600 1200'
GRAPHIC SCALE IN FEET
1" = 600 FEET



KEY MAP

SHEET INDEX:

SEE SHEET 2 FOR DESCRIPTIONS.
SEE SHEET 3 FOR NOTES.
SEE SHEETS 4 THROUGH 6 FOR BOUNDARY AND PARCELS.
SEE SHEETS 7 THROUGH 9 FOR EASEMENTS.

ARDURRA GROUP, INC., D.B.A.
Pigeon-Ardurra, LLC
CIVIL ENGINEERS • PLANNERS
SURVEYORS & MAPPERS
925 S.E. 17th Street
Suite A
Ocala, Florida 34471
(352) 861-7799 voice
(352) 861-7709 fax
SURVEYING & MAPPING
LICENSED BUSINESS NO. LB 2610

PROJECT NO. 508.02

APPROVAL OF OFFICIALS:

BY: _____, COUNTY ENGINEER

BY: _____, DIRECTOR OF PUBLIC WORKS

BY: _____, DIRECTOR OF ENVIRONMENTAL HEALTH

BY: _____, DIRECTOR OF LAND DEVELOPMENT

APPROVED AS TO FORM AND SUBSTANCE:

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

COUNTY SURVEYOR'S CERTIFICATE OF REVIEW:

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, FLORIDA STATUTES, AND CHAPTER 11035 OF THE CITRUS COUNTY LAND DEVELOPMENT CODE.

DATE: 5-17-22

BY: _____
MARK T. THOMAS
PROFESSIONAL SURVEYOR AND MAPPER NO. 5151
CITRUS COUNTY SURVEY SECTION CHIEF

SEAL

DEVELOPER'S ACKNOWLEDGMENT AND DEDICATION:

KNOW ALL MEN BY THESE PRESENTS, THAT GULF TO LAKES ASSOCIATES, LLLP, A FLORIDA LIMITED LIABILITY LIMITED PARTNERSHIP, SUCCESSOR BY CONVERSION FROM GULF TO LAKES ASSOCIATES, LTD, A FLORIDA LIMITED PARTNERSHIP, BEING THE OWNER IN FEE SIMPLE OF THE LANDS DESCRIBED ON THE ATTACHED PLAT ENTITLED CORTA COMMONS AT CENTRAL RIDGE PLAZA, LOCATED IN CITRUS COUNTY, FLORIDA, HEREBY DEDICATES SAID LANDS AND PLAT FOR THE USES AND PURPOSES HEREIN EXPRESSED AND THAT THE EASEMENTS AS NOTED HEREON REFLECT PREVIOUSLY GRANTED AND IMPLIED RIGHTS EXISTING OF RECORD.

IN WITNESS WHEREOF, GULF TO LAKES ASSOCIATES, LLLP, A FLORIDA LIMITED LIABILITY LIMITED PARTNERSHIP, SUCCESSOR BY CONVERSION FROM GULF TO LAKES ASSOCIATES, LTD, A FLORIDA LIMITED PARTNERSHIP, HAS CAUSED THESE PRESENTS TO BE SIGNED IN ITS NAME BY ITS GENERAL PARTNER, OLSEN FAMILY INVESTMENTS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, ON THIS _____ DAY OF _____, 2022.

WITNESSES:

Fred C. Lindgren
SIGNATURE
Fred C. Lindgren
PRINT NAME

Melinda Mancini
SIGNATURE
MELINDA MANCINI
PRINT NAME

GULF TO LAKES ASSOCIATES, LLLP,
A FLORIDA LIMITED LIABILITY LIMITED PARTNERSHIP

BY ITS GENERAL PARTNER:

OLSEN FAMILY INVESTMENTS, LLC
A FLORIDA LIMITED LIABILITY COMPANY

BY: _____
BRUCE A. OLSEN
MANAGER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 12th DAY OF May, 2022, BY BRUCE A. OLSEN, AS MANAGER OF GULF TO LAKES ASSOCIATES, LLLP, A FLORIDA LIMITED LIABILITY LIMITED PARTNERSHIP, SUCCESSOR BY CONVERSION FROM GULF TO LAKES ASSOCIATES, LTD, A FLORIDA LIMITED PARTNERSHIP. HE IS PERSONALLY KNOWN TO ME AND DID (DID NOT) TAKE AN OATH.

BY: Lisa A. Avola
NOTARY PUBLIC

CERTIFICATE NO. _____

LISA A. AVOLA
COMMISSION # GG 341611
EXPIRES: MAY 10, 2023

ABSTRACTOR'S CERTIFICATE:

I HEREBY CERTIFY THAT GULF TO LAKES ASSOCIATES, LLLP, A FLORIDA LIMITED LIABILITY LIMITED PARTNERSHIP, SUCCESSOR BY CONVERSION TO GULF TO LAKES ASSOCIATES, LTD, A FLORIDA LIMITED PARTNERSHIP, IS THE RECORD OWNER OF THE LANDS HEREBY PLATTED; THAT THERE ARE NO DELINQUENT TAXES ON SUCH LANDS; THAT RECORD TITLE TO ALL ACCESS ROADS IS HELD BY CITRUS COUNTY OR THE STATE OF FLORIDA; AND THAT THERE ARE NO MORTGAGE HOLDERS OF RECORD CONCERNING THE PROPERTY OTHER THAN AS SHOWN.

DATED AT CITRUS COUNTY, FLORIDA, THIS 10th DAY OF May 2022.

COMPASS TITLE, LLC

BY: _____
STACEY CLYATT
AUTHORIZED AGENT

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THIS PLAT OF CORTA COMMONS AT CENTRAL RIDGE PLAZA, IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS AS RECENTLY SURVEYED AND PLATTED UNDER MY DIRECTION, THAT THE PERMANENT REFERENCE MONUMENTS AS SHOWN THEREON WERE IN PLACE ON THE 17TH DAY OF FEBRUARY, 2022, AND THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF CHAPTER 177, PART 1, FLORIDA STATUTES, AND CITRUS COUNTY LAND DEVELOPMENT CODE SECTION 11035.

ARDURRA GROUP, INC., D.B.A. PIGEON-ARDURRA, LLC.

DATE: _____

BY: _____ 5/10/22
GARY L. MILAM
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 5058

SEAL

COUNTY COMMISSION'S APPROVAL:

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

ATTEST:

BY: _____
FOR ANGELA VICK
CLERK OF THE CIRCUIT COURT

SEAL

BY: _____
RONALD E. KITCHEN, JR.
CHAIRMAN OF THE BOARD

SEAL

CLERK'S ACCEPTANCE:

I HEREBY CERTIFY THAT THE ATTACHED PLAT CONFORMS WITH THE PROVISIONS OF CHAPTER 177, PART 1, FLORIDA STATUTES, AND CITRUS COUNTY CODE SECTION 11035, AND THAT SAID PLAT WAS FILED FOR RECORD IN PLAT BOOK _____, AT PAGES _____, OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, AT ___ : ___ __.M. ON _____, 2022, FILE NO. _____.

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

SEAL

PLAT BOOK _____, PAGE _____.

Attachment: mylar scan (20366 : PLT-22-02 Corta Commons at Central Ridge Plaza)

CORTA COMMONS AT CENTRAL RIDGE PLAZA

LOCATED IN SECTION 28, TOWNSHIP 18 SOUTH, RANGE 18 EAST
CITRUS COUNTY, FLORIDA

DESCRIPTIONS:

A PARCEL OF LAND BEING A PORTION OF LOT 2 OF THE MINOR SUBDIVISION RECORDED IN OFFICIAL RECORDS BOOK 2490, AT PAGE 1350, OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, SAID PARCEL ALSO BEING A PORTION OF THE LANDS DESCRIBED IN THE SPECIAL WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 644, PAGE 715, OF SAID PUBLIC RECORDS, SAID PARCEL LYING IN THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 18 SOUTH, RANGE 18 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 28, TOWNSHIP 18 SOUTH, RANGE 18 EAST; THENCE S89°52'23"W, ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 28, 1159.08 FEET; THENCE DEPARTING SAID NORTH LINE, S00°07'30"E, 91.43 FEET, TO AN INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF WEST NORVELL BRYANT HIGHWAY (A PUBLIC RIGHT-OF-WAY OF VARYING WIDTH ALSO KNOWN AS COUNTY ROAD NO. 486; SAID SOUTHERLY RIGHT-OF-WAY LINE BEING THE SOUTHERLY LINE OF PARCEL 415 – GULF TO LAKES ASSOCIATES RIGHT OF WAY FEE SIMPLE AS DESCRIBED IN EXHIBIT "A" OF THE GENERAL WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 2325, PAGE 1576, OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA) AND THE NORTHWEST CORNER OF LOT 2 OF THE MINOR SUBDIVISION RECORDED IN OFFICIAL RECORDS BOOK 2490, AT PAGE 1350, OF SAID PUBLIC RECORDS FOR THE POINT OF BEGINNING; THENCE S87°12'40"E, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND THE NORTHERLY LINE OF SAID LOT 2, 73.60 FEET TO THE NORTHWEST CORNER OF OUTPARCEL 1 AS SHOWN ON THE PLAT OF CENTRAL RIDGE PLAZA OUTPARCELS 1 & 2, AS RECORDED IN PLAT BOOK 20, PAGES 79 THROUGH 81, INCLUSIVE, OF SAID PUBLIC RECORDS; THENCE DEPARTING SAID LINE, PROCEED SOUTHERLY, EASTERLY AND NORTHERLY, ALONG THE BOUNDARY OF SAID OUTPARCEL 1 AND THE BOUNDARY OF OUTPARCEL 2 OF SAID PLAT OF CENTRAL RIDGE PLAZA OUTPARCELS 1 & 2, THE FOLLOWING SIXTEEN (16) COURSES: 1) S00°20'07"W, 13.49 FEET TO THE POINT OF CURVATURE WITH A CIRCULAR CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 131.50 FEET; 2) SOUTHEASTERLY, ALONG SAID CURVE, 65.65 FEET, THROUGH A CENTRAL ANGLE OF 28°36'13" AND A CHORD BEARING AND DISTANCE OF S13°58'24"E, 64.97 FEET, TO THE POINT OF TANGENCY THEREOF; 3) S28°16'37"E, 53.10 FEET, TO THE POINT OF CURVATURE WITH A CIRCULAR CURVE, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 120.50 FEET; 4) SOUTHEASTERLY, ALONG SAID CURVE, 60.14 FEET, THROUGH A CENTRAL ANGLE OF 28°35'48" AND A CHORD BEARING AND DISTANCE OF S13°58'36"E, 59.52 FEET, TO THE POINT OF TANGENCY THEREOF; 5) S00°19'25"W, 55.12 FEET; 6) N89°43'43"W, 11.82 FEET TO AN INTERSECTION WITH THE EASTERLY LINE OF THE PRIMARY ACCESS DRIVES EASEMENT AS DESCRIBED AND DEPICTED IN EXHIBIT C OF THE CENTRAL RIDGE PLAZA EASEMENTS WITH COVENANTS AND RESTRICTIONS AFFECTING LAND AS RECORDED IN OFFICIAL RECORDS BOOK 2467, AT PAGE 868, OF SAID PUBLIC RECORDS; 7) S00°16'17"W, ALONG SAID EASTERLY LINE, 49.50 FEET; 8) THENCE DEPARTING SAID LINE, S89°43'43"E, 26.76 FEET TO A NON-TANGENT INTERSECTION WITH A CIRCULAR CURVE, CONCAVE WESTERLY AND HAVING A RADIUS OF 59.11 FEET; 9) THENCE SOUTHERLY, ALONG SAID CURVE, 68.26 FEET, THROUGH A CENTRAL ANGLE OF 66°10'17" AND A CHORD BEARING AND DISTANCE OF S01°00'22"E, 64.53 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 10.00 FEET; 10) THENCE SOUTHEASTERLY, ALONG SAID CURVE, 21.24 FEET, THROUGH A CENTRAL ANGLE OF 121°40'33" AND A CHORD BEARING AND DISTANCE OF S28°45'31"E, 17.46 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID POINT LYING ON THE NORTHERLY LINE OF AFOREMENTIONED THE PRIMARY ACCESS DRIVES EASEMENT; 11) THENCE ALONG SAID NORTHERLY EASEMENT LINE, S89°35'47"E, 196.50 FEET, TO THE POINT OF CURVATURE WITH A CIRCULAR CURVE, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 234.00 FEET; 12) THENCE CONTINUE ALONG SAID NORTHERLY EASEMENT LINE AND CURVE, SOUTHEASTERLY, 94.03 FEET, THROUGH A CENTRAL ANGLE OF 23°01'27" AND A CHORD BEARING AND DISTANCE OF S78°05'04"E, 93.40 FEET, TO THE POINT OF TANGENCY THEREOF; 13) S66°34'20"E, ALONG SAID NORTHERLY EASEMENT LINE, 62.77 FEET TO THE WESTERNMOST CORNER OF SAID SECONDARY ACCESS DRIVE EASEMENT AS DESCRIBED AND DEPICTED ON THE PLAT OF CENTRAL RIDGE PLAZA, AS RECORDED IN PLAT BOOK 19, PAGES 48 THROUGH 50, OF SAID PUBLIC RECORDS; 14) THENCE ALONG THE WESTERLY LINE OF SAID SECONDARY ACCESS DRIVE EASEMENT, N23°28'24"E, 125.03 FEET TO THE POINT OF CURVATURE WITH A CIRCULAR CURVE, CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 186.50 FEET; 15) THENCE CONTINUE ALONG SAID WESTERLY EASEMENT LINE AND CURVE, NORTHEASTERLY, 75.52 FEET, THROUGH A CENTRAL ANGLE OF 23°12'06" AND A CHORD BEARING AND DISTANCE OF N11°52'22"E, 75.01 FEET, TO THE POINT OF TANGENCY THEREOF; 16) N00°16'19"E, ALONG THE WESTERLY LINE OF SAID SECONDARY ACCESS DRIVE EASEMENT, 201.06 FEET, TO THE NORTHEAST CORNER OF SAID OUTPARCEL 2, SAID POINT BEING THE NORTHWEST CORNER OF SAID SECONDARY ACCESS DRIVE EASEMENT, SAID POINT LYING ON THE AFOREMENTIONED SOUTHERLY RIGHT-OF-WAY LINE OF WEST NORVELL BRYANT HIGHWAY, SAME BEING THE NORTH LINE OF AFOREMENTIONED LOT 2 OF THE MINOR SUBDIVISION; THENCE S88°58'45"E, ALONG SAID LINE, 45.00 FEET TO THE NORTHWEST CORNER OF OUTPARCEL 3, OF SAID CENTRAL RIDGE PLAZA; THENCE ALONG THE BOUNDARY LINES OF OUTPARCEL 3 OF SAID PLAT, THE FOLLOWING TWO (2) COURSES; 1) S00°16'19"W, 200.47 FEET TO THE POINT OF CURVATURE WITH A CIRCULAR CURVE, CONCAVE WESTERLY AND HAVING A RADIUS OF 231.50 FEET; 2) SOUTHERLY, ALONG SAID CURVE, 40.51 FEET, THROUGH A CENTRAL ANGLE OF 10°01'31" AND A CHORD BEARING AND DISTANCE OF S05°17'05"W, 40.46 FEET TO THE SOUTHWEST CORNER OF SAID OUTPARCEL1, ALSO BEING THE NORTHWEST CORNER OF SAID OUTPARCEL 4; THENCE ALONG THE BOUNDARY LINES OF SAID OUTPARCEL 4, THE FOLLOWING SIX (6) COURSES: 1) THENCE CONTINUE SOUTHERLY ALONG SAID CURVE, 53.24 FEET, THROUGH CENTRAL ANGLE OF 13°10'34" AND A CHORD BEARING AND DISTANCE OF S16°53'07"W, 53.12 FEET, TO THE POINT OF TANGENCY THEREOF; 2) S23°28'24"W, 99.47 FEET TO THE POINT OF CURVATURE WITH A CIRCULAR CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 20.00 FEET; 3) THENCE SOUTHEASTERLY ALONG SAID CURVE, 31.43 FEET, THROUGH A CENTRAL ANGLE OF 90°02'45" AND A CHORD BEARING AND DISTANCE OF S21°32'58"E, 28.30 FEET TO THE POINT OF TANGENCY THEREOF; 4) S66°34'20"E, 176.26 FEET; 5) N23°26'16"E, 5.00 FEET; 6) S66°34'20"E, 30.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 491 (A PUBLIC RIGHT-OF-WAY OF VARYING WIDTH; SAID WESTERLY RIGHT-OF-WAY LINE BEING THE WESTERLY LINE OF THE TIITF [TRUSTEES FOR THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA] RESERVATION FOR PARCEL 415 – GULF TO LAKES AS DESCRIBED IN THE AFOREMENTIONED EXHIBIT "A" OF THE GENERAL WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 2325, AT PAGE 1576); THENCE S23°26'16"W, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 70.00 FEET; THENCE DEPARTING SAID LINE N66°34'20"W, 41.00 FEET; THENCE N23°26'16"E, 20.00 FEET; THENCE N66°34'20"W, 155.82 FEET, TO THE POINT OF CURVATURE WITH A CIRCULAR CURVE, CONCAVE SOUTHERLY AND HAVING A RADIUS OF 29.50 FEET; THENCE WESTERLY, ALONG SAID CURVE, 46.31 FEET, THROUGH A CENTRAL ANGLE OF 89°57'15" AND A CHORD BEARING AND DISTANCE OF S68°27'02"W, 41.70 FEET, TO THE POINT OF TANGENCY THEREOF; THENCE S23°28'24"W, 369.08 FEET TO THE POINT OF CURVATURE WITH A CIRCULAR CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 20.00 FEET; THENCE SOUTHERLY, ALONG SAID CURVE, 31.43 FEET, THROUGH A CENTRAL ANGLE OF 90°02'45" AND A CHORD BEARING AND DISTANCE OF S21°32'58"E, 28.30 FEET, TO THE POINT OF TANGENCY THEREOF; THENCE S66°34'20"E, 206.54 FEET TO A POINT ON THE AFOREMENTIONED WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 491; THENCE S23°26'16"W, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 46.01 FEET TO A POINT ON A SOUTHERLY LINE OF THE AFOREMENTIONED PRIMARY ACCESS DRIVES EASEMENT; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, N66°34'20"W ALONG SAID SOUTHERLY LINE OF THE AFOREMENTIONED PRIMARY ACCESS DRIVES EASEMENT, 206.61 FEET TO THE POINT OF CURVATURE WITH A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 20.00 FEET; THENCE NORTHWESTERLY, ALONG SAID CURVE, 31.40 FEET, THROUGH A CENTRAL ANGLE OF 89°57'15" AND A CHORD BEARING AND DISTANCE OF S68°27'02"W, 28.27 FEET, TO THE POINT OF TANGENCY THEREOF; THENCE S23°28'24"W, 143.51 FEET; THENCE S01°48'45"W, 93.50 FEET TO A POINT ON THE NORTH LINE OF THE RIGHT-OF-WAY DEDICATION STRIP (15 FEET WIDE) TO SUPPLEMENT WEST PARKVILLE STREET AS DESCRIBED IN THE WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 2457, PAGE 1451, OF SAID PUBLIC RECORDS; THENCE N88°11'15"W, ALONG SAID NORTH LINE OF THE RIGHT-OF-WAY DEDICATION STRIP, 463.66 FEET; THENCE S89°07'56"W, 269.27 FEET TO THE SOUTHWEST CORNER OF LOT 1 OF THE AFOREMENTIONED MINOR SUBDIVISION RECORDED IN OFFICIAL RECORDS BOOK 2490, PAGE 1350, SAME BEING A CORNER OF LOT 2 OF SAID MINOR SUBDIVISION; THENCE S89°36'19"W FEET, ALONG THE NORTH LINE OF SAID LOT 2, 277.11 FEET; THENCE S89°36'43"W, ALONG SAID NORTH LINE, 93.78 FEET TO THE NORTHWEST CORNER OF SAID RIGHT-OF-WAY DEDICATION STRIP, SAID POINT LYING ON THE WEST LINE OF AFOREMENTIONED LOT 2, OF THE MINOR SUBDIVISION RECORDED IN OFFICIAL RECORDS BOOK 2490, AT PAGE 1350; THENCE N00°55'31"E ALONG SAID WEST LINE OF LOT 2, 340.74 FEET TO THE SOUTHWEST CORNER OF LOT 1 OF AFORESAID MINOR SUBDIVISION, SAID POINT ALSO BEING A CORNER OF SAID LOT 2; THENCE DEPARTING SAID LINE, EASTERLY AND NORTHERLY ALONG THE BOUNDARY LINES OF SAID LOT 2, THE FOLLOWING EIGHT (8) COURSES; 1) S89°14'11"E, 447.45 FEET; 2) N00°24'06"E, 190.29 FEET; 3) S89°35'57"E, 438.91 FEET; 4) N00°16'10"E, 399.04 FEET TO THE POINT OF CURVATURE WITH A CIRCULAR CURVE, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 95.00 FEET; 5) THENCE NORTHWESTERLY, ALONG SAID CURVE, 47.42 FEET, THROUGH A CENTRAL ANGLE OF 28°36'08" AND A CHORD BEARING AND DISTANCE OF N14°01'54"W, 46.93 FEET TO THE POINT OF TANGENCY THEREOF; 6) N28°19'58"W, 55.00 FEET, TO THE POINT OF CURVATURE WITH A CIRCULAR CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 205.00 FEET; THENCE NORTHWESTERLY, ALONG SAID CURVE, 102.36 FEET, THROUGH A CENTRAL ANGLE OF 28°36'33" AND A CHORD BEARING AND DISTANCE OF N14°01'41"W, 101.30 FEET TO THE POINT OF TANGENCY THEREOF; THENCE N00°16'35"E, 17.20 FEET TO THE POINT OF BEGINNING.

ARDURRA GROUP, INC., D.B.A.
Pigeon-Ardurra, LLC
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LICENSED BUSINESS NO. LB 2610

PROJECT NO. 508.02

SHEET INDEX

SEE SHEET 1 FOR DEDICATION, ACKNOWLEDGMENTS, CERTIFICATIONS, & APPROVALS;
SEE SHEET 2 FOR DESCRIPTIONS; SEE SHEET 3 FOR NOTES;
SEE SHEET 4 FOR BOUNDARY;
SEE SHEET 5 FOR BOUNDARY;
SEE SHEET 6 FOR BOUNDARY;
SEE SHEET 7 FOR EASEMENTS;
SEE SHEET 8 FOR EASEMENTS;
SEE SHEET 9 FOR EASEMENTS.

PLAT BOOK _____, PAGE _____.

Attachment: mylar scan (20366 : PLT-22-02 Corta Commons at Central Ridge Plaza)

CORTA COMMONS AT CENTRAL RIDGE PLAZA

LOCATED IN SECTION 28, TOWNSHIP 18 SOUTH, RANGE 18 EAST
CITRUS COUNTY, FLORIDA

GENERAL NOTES:

1. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

2. THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT.

3. ALL RECORDING DATA REFERENCES THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA.

4. THIS PLAT HAS BEEN PREPARED WITH BENEFIT OF PROPERTY INFORMATION REPORT FOR THE FILING OF A SUBDIVISION PLAT IN CITRUS COUNTY, FLORIDA PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY, FILE NO. 2076-5827612, PROVIDED BY COMPASS TITLE, LLC.

   A SEARCH OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, THROUGH 01/11/2022 AT 8:00 A.M. REVEALS THE FOLLOWING WITH RESPECT TO THE LEGAL DESCRIPTION OF THE PROPERTY SET OUT ON THE SUBDIVISION PLAT OF CORTA COMMONS AT CENTRAL RIDGE PLAZA:

   UNDERLYING RIGHTS OF WAY, EASEMENTS OR PLATS AFFECTING SAID PROPERTY ARE AS FOLLOWS:

   DB77, PAGE 99; DB87, PAGE 385; BOOK 184, PAGE 554; BOOK 2250, PAGE 1949; BOOK 2256, PAGE 2309; BOOK 2246, PAGE 172; BOOK 2246, PAGE 899; BOOK 2307, PAGE 1638; BOOK 2325, PAGE 1576; BOOK 2441, PAGE 583; BOOK 2467, PAGE 926; BOOK 2467, PAGE 932; BOOK 3057, PAGE 524; BOOK 3057, PAGE 1003; BOOK 2450, PAGE 2370; BOOK 2467, PAGE 854; BOOK 2465, PAGE 1946; BOOK 2467, PAGE 868; BOOK 2467, PAGE 937; BOOK 2490, PAGE 1350; BOOK 2498, PAGE 1068; BOOK 2601, PAGE 2110; BOOK 2601, PAGE 2142

   NOTE: THE FOLLOWING DOCUMENTS LISTED IN ITEM E CONTAIN MATTERS THAT AFFECT THE SUBJECT PROPERTY THAT CANNOT BE SHOWN GRAPHICALLY HEREON: OFFICIAL RECORDS BOOK 2250, PAGE 1949, TRIP TRANSFER AGREEMENT; OFFICIAL RECORDS BOOK 2246, PAGE 172, CITRUS COUNTY DEVELOPMENT AGREEMENT; OFFICIAL RECORDS BOOK 2246, PAGE 899, WASTE AND/OR WASTEWATER DEVELOPER'S AGREEMENT; OFFICIAL RECORDS BOOK 2307, PAGE 1638, RESOLUTION NO. 2009-190 A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF CITRUS COUNTY, FLORIDA, TERMINATING CITRUS COUNTY DEVELOPMENT AGREEMENT DA-07-01 AND COMPANION AGREEMENTS; OFFICIAL RECORDS BOOK 2441, PAGE 583, CITRUS COUNTY DEVELOPMENT AGREEMENT; OFFICIAL RECORDS BOOK 2467, PAGE 926, IRREVOCABLE ASSIGNMENT OF DEVELOPMENT RIGHTS; OFFICIAL RECORDS BOOK 2467, PAGE 932, IRREVOCABLE ASSIGNMENT OF VESTED DRI TRANSPORTATION TRIPS; OFFICIAL RECORDS BOOK 3057, PAGE 524, AMENDMENT TO CITRUS COUNTY DEVELOPMENT AGREEMENT; OFFICIAL RECORDS BOOK 3057, PAGE 1003, AMENDMENT TO CITRUS COUNTY DEVELOPMENT AGREEMENT; OFFICIAL RECORDS BOOK 2450, PAGE 2370, DECLARATION OF RESTRICTIONS, COVENANTS AND CONDITIONS; OFFICIAL RECORDS BOOK 2467, PAGE 854, FIRST AMENDMENT TO DECLARATION OF RESTRICTIONS, COVENANTS AND CONDITIONS; OFFICIAL RECORDS BOOK 2467, PAGE 868, CENTRAL RIDGE PLAZA EASEMENTS WITH COVENANTS AND RESTRICTIONS AFFECTING LAND ("ECR"); OFFICIAL RECORDS BOOK 2601, PAGE 2110, DECLARATION FOR CENTRAL RIDGE PLAZA; OFFICIAL RECORDS BOOK 2601, PAGE 2142, RESTRICTIVE COVENANT.

5. BEARINGS AND COORDINATES AS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM (WEST ZONE), NORTH AMERICAN DATUM (NAD) OF 1983 AND WERE DETERMINED WITH REAL TIME KINEMATIC (RTK) GLOBAL POSITIONING SYSTEM (GPS) OBSERVATIONS, FROM WHICH THE SOUTHERLY RIGHT-OF-WAY LINE OF WEST NORVELL BRYANT HIGHWAY (COUNTY ROAD NO. 486) AS SHOWN AND MONUMENTED HEREON BEARS S87°12'40"E.

6. 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. 12017C0213D (FIRM) AS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), COMMUNITY 120063, PANEL 02130, SUFFIX D, EFFECTIVE DATE: SEPTEMBER 26, 2014 (WHICH WAS UNAFFECTED BY THE UPDATE OF FLOOD INSURANCE RATE MAPPING IN CITRUS COUNTY, EFFECTIVE DATE: JANUAERY 15, 2021),

7. THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 18 SOUTH, RANGE 18 EAST, WAS DETERMINED FROM THE LOCATION OF PHYSICAL MONUMENTS (MATCHING THE IDENTIFICATION AND CHARACTER OF THE MONUMENTS DESCRIBED AND DEPICTED IN CERTIFIED CORNER RECORDS "87129" (AS TO THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 28) AND "87130" (AS TO THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 28) AS PREPARED BY THE CITRUS COUNTY ENGINEERING DIVISION AND ON FILE WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION) MARKING THE POSITION OF THE NORTHEAST AND NORTHWEST CORNERS OF THE NORTHEAST 1/4 OF SAID SECTION 28 AS LOCATED DURING PREVIOUS SURVEYS CONDUCTED IN THE AREA; SUCH PHYSICAL MONUMENTS WERE SUBSEQUENTLY DESTROYED DURING CONSTRUCTION ACTIVITIES ASSOCIATED WITH THE WIDENING OF WEST NORVELL BRYANT HIGHWAY AND WERE NOT RESET DURING THE EXECUTION OF THIS SURVEY.

8. THE SUBJECT PROPERTY AND ALL PARCELS WITHIN LYING IMMEDIATELY ADJACENT THERETO LIE WITHIN THE "GNC" (GENERAL COMMERCIAL) LAND USE DISTRICT ACCORDING TO THE CURRENT ZONING INTERACTIVE MAP OPERATED AND MAINTAINED BY THE GEOGRAPHIC INFORMATION SYSTEMS DIVISION OF THE CITRUS COUNTY SYSTEMS MANAGEMENT DEPARTMENT.

9. SITE IMPROVEMENTS, UTILITIES, AND STORMWATER RUNOFF FOR ALL TRACTS SHALL BE THE SUBJECT OF A SEPARATE SITE PLAN APPLICATION TO CITRUS COUNTY IN ACCORDANCE WITH THE APPLICABLE REQUIRMENTS OF THE CITRUS COUNTY LAND DEVELOPMENT CODE WHICH MAY REQUIRE THE DEDICATION OF ADDITIONAL RIGHT-OF-WAY TO CITRUS COUNTY PART OF THE SITE DEVELOPMENT PLAN PERMIT PROCESS.

10. BUILDING SETBACKS AND OTHER DEVELOPMENT STANDARDS SHOWN OR NOTED HEREON ARE IN ACCORDANCE WITH THE CITRUS COUNTY LAND DEVELOPMENT CODE AND / OR AS PROVIDED BY THE CITRUS COUNTY DEVELOPMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 2441, PAGE 583, AS AFFECTED BY THE IRREVOCABLE ASSIGNMENT OF DEVELOPMENT RIGHTS RECORDED IN OFFICIAL RECORDS BOOK 2467, PAGE 926; SUBJECT TO THE AMENDMENT RECORDED IN OFFICIAL RECORDS BOOK 3057, PAGE 1003, APPROVED APRIL 28, 2020, PURSUANT TO CITRUS COUNTY APPLICATION DA-20-01, BOTH OF WHICH SUPERCEDE THE DEVELOPMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 2246, PAGE 172; SHOULD SETBACKS OR OTHER BUILDING STANDARDS BE MODIFIED THROUGH SUBSEQUENT ADMINISTRATIVE ACTION AS PROVIDED BY THE CITRUS COUNTY LAND DEVELOPMENT CODE, THE SETBACKS OR STANDARDS SHOWN OR NOTED HEREON SHALL ADJUST AS APPROPRIATE.

11. LANDSCAPE BUFFERS SHALL BE IN ACCORDANCE WITH THE CITRUS COUNTY LAND DEVELOPMENT CODE AND / OR AS PROVIDED BY A LEGITIMATE DEVELOPMENT AGREEMENT WITH CITRUS COUNTY; SUCH BUFFERS SHALL BE SUBJECT TO FUTURE MODIFICATION THROUGH ADMINISTRATIVE ACTION AS APPROPRIATE AND AS ALLOWED PROVIDED BY SAID LAND DEVELOPMENT CODE.

12. THERE ARE NO RIGHTS-OF-WAY, ALLEYS, PARKS, AND/OR OTHER PUBLIC SPACES RESULTING FROM THE PROPOSED DIVISION OF PROPERTY SHOWN HEREON OTHER THAN THOSE SHOWN.

13. THE TRACT A, THE SECONDARY ACCESS DRIVE EASEMENT "A" AND SECONDARY ACCESS DRIVE EASEMENT "B" WILL BE RESERVED TO THE DEDICATOR BY THIS PLAT FOR INGRESS/EGRESS, DRAINAGE AND UTILITIES.

14. THERE APPEAR TO BE NO EXISTING SURFACE WATER BODIES, WETLANDS, STREAMS, AND CANALS WITHIN THE PROPOSED SUBDIVISION.

15. THIS PLAT ESTABLISHES 3 PARCELS OF RECORD WITH AN AVERAGE DENSITY OF 0.25 UNITS PER ACRE, AND 1 TRACT, 0.00 MILES OF ROAD RIGHT-OF-WAY AND CONTAINS 16.18 ACRES, MORE OR LESS.

16. ALL TRACTS SHALL BE SERVED WITH CENTRAL WATER, CENTRAL SEWER AND FIRE FLOW SERVICE VIA FACILITIES OWNED, OPERATED, AND MAINTAINED BY THE UTILITY DIVISION OF THE CITRUS COUNTY WATER RESOURCES DEPARTMENT.

17. WEST NORVELL BRYANT HIGHWAY (COUNTY ROAD 486) NORTH LECANTO HIGHWAY (COUNTY ROAD 491) AND WEST PARKVILLE STREET ARE PUBLICLY MAINTAINED RIGHTS-OF-WAY.

18. FUNCTIONAL ACCESS TO ALL PARCELS WILL BE VIA PRIMARY ACCESS DRIVES EASEMENT WITHIN TRACT A AND SECONDARY ACCESS DRIVE EASEMENTS "A" AND "B".

19. SURVEY MEASUREMENTS OBTAINED FOR THE PREPARATION OF THIS PLAT AND THE ASSOCIATED BOUNDARY SURVEY EXCEEDS FIRST ORDER OF CLOSURE: 1:14,956.

20. RIGHTS OF JOHN M. SHIPLEY, AND ALL PERSONS CLAIMING BY, THROUGH OR UNDER SAME, BY VIRTUE OF THE RESERVATION, GRANT, OR LEASE OF THE OIL, GAS AND/OR MINERALS LYING WITHIN THE LANDS DESCRIBED IN SCHEDULE A, AS CONTAINED IN MINERAL RIGHT AND ROYALTY TRANSFER, RECORDED MAY 3, 1949, IN DEED BOOK 87, PAGE 385, ENCUMBERS A PORTION OF THE SUBJECT PARCEL.

21. OIL, GAS AND MINERAL LEASE IN FAVOR OF SOCONY MOBIL OIL COMPANY, INC. RECORDED IN OFFICIAL RECORDS BOOK 184, PAGE 554. (NOTE: CERTIFICATE OF NAME CHANGE RECORDED IN SUNBIZ) ENCUMBERS A PORTION OF THE SUBJECT PARCEL.

ARDURRA GROUP, INC., D.B.A.
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(352) 861-7709 fax
SURVEYING & MAPPING
LICENSED BUSINESS NO. LB 2610

PROJECT NO. 508.02

SHEET INDEX

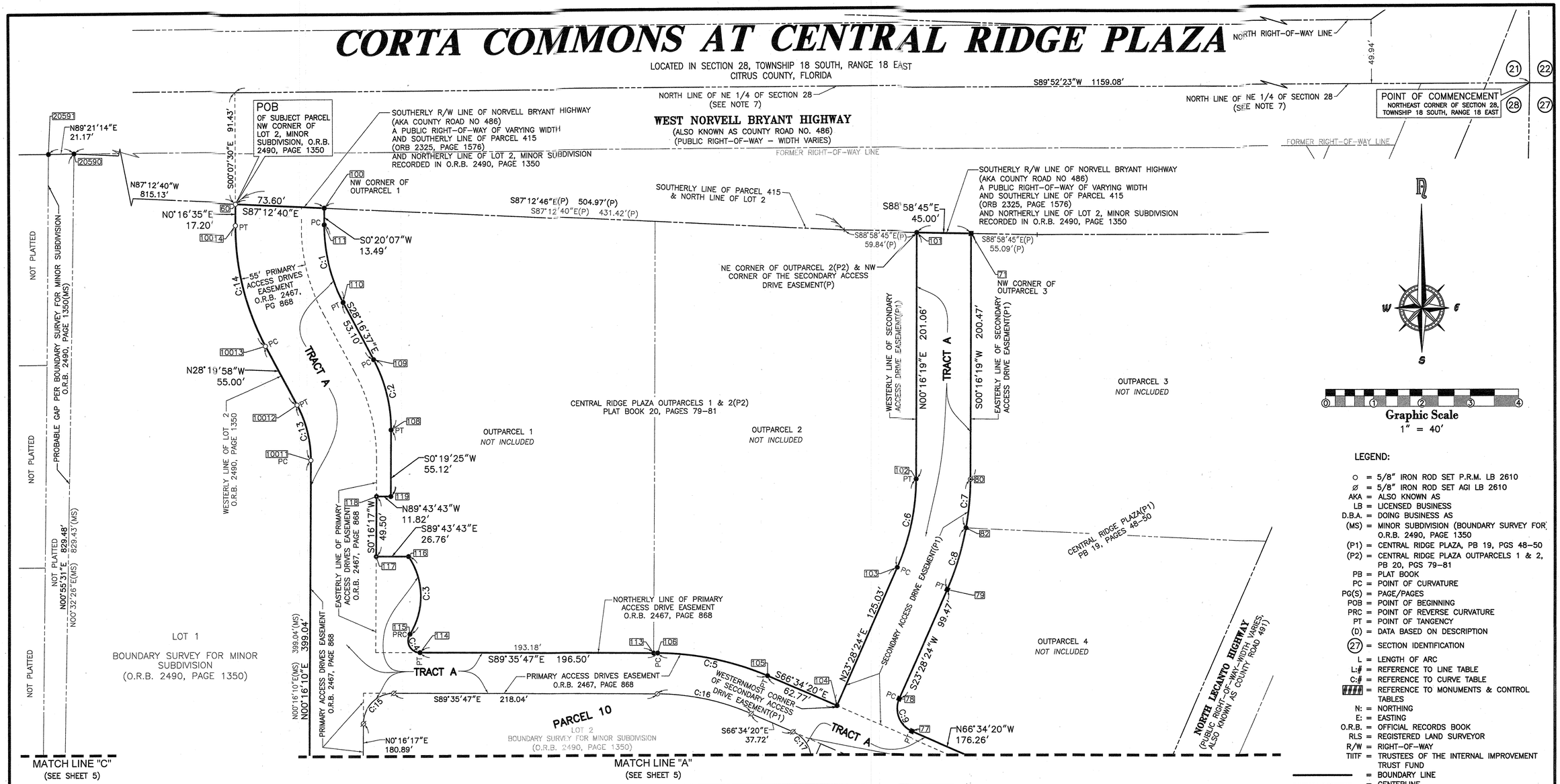
SEE SHEET 1 FOR DEDICATION, ACKNOWLEDGMENTS, CERTIFICATIONS, & APPROVALS;
SEE SHEET 2 FOR DESCRIPTIONS;
SEE SHEET 4 FOR GRAPHIC DEPICTION OF OUTPARCELS 5 & 6;
SEE SHEET 5 FOR EASEMENT DETAILS;
SEE SHEET 6 FOR GRAPHIC DEPICTION OF OUTPARCEL 7.

PLAT BOOK _____, PAGE _____.

Attachment: mylar scan (20366 : PLT-22-02 Corta Commons at Central Ridge Plaza)

CORTA COMMONS AT CENTRAL RIDGE PLAZA

LOCATED IN SECTION 28, TOWNSHIP 18 SOUTH, RANGE 18 EAST
CITRUS COUNTY, FLORIDA



LEGEND:

- ○ = 5/8" IRON ROD SET P.R.M. LB 2610
- ⌀ = 5/8" IRON ROD SET AGI LB 2610
- AKA = ALSO KNOWN AS
- LB = LICENSED BUSINESS
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- (MS) = MINOR SUBDIVISION (BOUNDARY SURVEY FOR O.R.B. 2490, PAGE 1350
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- = FORMER RIGHT-OF-WAY LINE
- = SECTION LINE
- = VIEW CORRIDOR RESTRICTION LINE
- = EASEMENT LINES (PURPOSES VARY)

TABLE OF MONUMENTS

POINT	DESCRIPTION	COORDINATES
60	SET 5/8" IRON ROD WITH CAP STAMPED: AGI LB 2610	N: 1,657,425.19 E: 500,095.46
71	FOUND 4" X 4" CONCRETE MONUMENT WITH DISK STAMPED: P-R LB#7481 P.R.M.	N: 1,657,398.75 E: 500,704.71
77	FOUND 4" X 4" CONCRETE MONUMENT WITH DISK STAMPED: P-R LB#7481 P.R.M.	N: 1,656,989.60 E: 500,655.37
78	FOUND 4" X 4" CONCRETE MONUMENT WITH DISK STAMPED: P-R LB#7481 P.R.M.	N: 1,657,015.92 E: 500,644.98
79	FOUND 4" X 4" CONCRETE MONUMENT WITH DISK STAMPED: P-R LB#7481 P.R.M.	N: 1,657,107.16 E: 500,684.60
80	SET NAIL AND DISK STAMPED: AGI PRM LB 2610	N: 1,657,198.28 E: 500,703.76
82	FOUND 5/8" IRON ROD WITH CAP STAMPED: P-R LB#7481	N: 1,657,157.99 E: 500,700.03
100	FOUND 5/8" IRON ROD WITH CAP STAMPED: P-R LB#7481 P.R.M.	N: 1,657,421.60 E: 500,168.97
101	FOUND 5/8" IRON ROD WITH CAP STAMPED: P-R LB#7481 P.R.M.	N: 1,657,399.55 E: 500,659.71
102	FOUND 5/8" IRON ROD WITH CAP STAMPED: P-R LB#7481 P.R.M.	N: 1,657,198.49 E: 500,658.76

TABLE OF MONUMENTS

POINT	DESCRIPTION	COORDINATES
103	FOUND 5/8" IRON ROD WITH CAP STAMPED: P-R LB#7481 P.R.M.	N: 1,657,125.09 E: 500,643.33
104	FOUND 5/8" IRON ROD WITH CAP STAMPED: P-R LB#7481 P.R.M.	N: 1,657,010.41 E: 500,593.52
105	FOUND 5/8" IRON ROD WITH CAP STAMPED: P-R LB#7481 P.R.M.	N: 1,657,035.36 E: 500,535.93
106	FOUND 5/8" IRON ROD WITH CAP STAMPED: P-R LB#7481 P.R.M.	N: 1,657,054.65 E: 500,444.54
108	FOUND 5/8" IRON ROD WITH CAP STAMPED: P-R LB#7481 P.R.M.	N: 1,657,240.55 E: 500,224.11
109	FOUND 5/8" IRON ROD WITH CAP STAMPED: P-R LB#7481 P.R.M.	N: 1,657,298.30 E: 500,209.74
110	FOUND 5/8" IRON ROD WITH CAP STAMPED: P-R LB#7481 P.R.M.	N: 1,657,345.07 E: 500,184.58
111	FOUND 5/8" IRON ROD WITH CAP STAMPED: P-R LB#7481 P.R.M.	N: 1,657,408.12 E: 500,168.89
113	FOUND 5/8" IRON ROD WITH CAP	N: 1,657,054.67 E: 500,441.21
114	FOUND 5/8" IRON ROD WITH CAP STAMPED: P-R LB#7481 P.R.M.	N: 1,657,056.03 E: 500,248.04

TABLE OF MONUMENTS

POINT	DESCRIPTION	COORDINATES
115	FOUND 5/8" IRON ROD WITH CAP STAMPED: P-R LB#7481 P.R.M.	N: 1,657,071.34 E: 500,239.64
116	FOUND 5/8" IRON ROD WITH CAP STAMPED: P-R LB#7481 P.R.M.	N: 1,657,135.86 E: 500,238.51
117	FOUND NAIL & DISK STAMPED: P.R.M. LB #7481	N: 1,657,135.99 E: 500,211.75
118	FOUND NAIL & DISK STAMPED: P.R.M. LB #7481	N: 1,657,185.49 E: 500,211.98
119	FOUND 5/8" IRON ROD WITH CAP STAMPED: P-R LB#7481 P.R.M.	N: 1,657,185.43 E: 500,223.80
10011	SET 5/8" IRON ROD WITH CAP STAMPED: AGI LB 2610	N: 1,657,215.68 E: 500,157.41
10012	SET 5/8" IRON ROD WITH CAP STAMPED: AGI LB 2610	N: 1,657,261.18 E: 500,146.04
10013	SET 5/8" IRON ROD WITH CAP STAMPED: AGI LB 2610	N: 1,657,309.59 E: 500,119.92
10014	SET 5/8" IRON ROD WITH CAP STAMPED: AGI LB 2610	N: 1,657,407.87 E: 500,095.36
20590	FOUND 5/8" IRON ROD WITH CAP STAMPED: LB 696	N: 1,657,464.86 E: 499,281.33

CURVE TABLE

CURVE TAG	RADIUS	LENGTH	CENTRAL ANGLE	CHORD BEARING	CHORD LENGTH
C:1	131.50'	65.65'	28°36'13"	N13°58'24"W	64.97'
C:2	120.50'	60.14'	28°35'48"	S13°58'36"E	59.52'
C:3	59.11'	68.26'	66°10'17"	S1°00'22"E	64.53'
C:4	10.00'	21.24'	121°40'33"	S28°45'31"E	17.46'
C:5	234.00'	94.03'	23°01'27"	S78°05'04"E	93.40'
C:6	186.50'	75.52'	23°12'06"	N11°52'22"E	75.01'
C:7	231.50'	40.51'	10°01'31"	N5°17'05"E	40.46'
C:8	231.50'	53.24'	13°10'34"	N16°53'07"E	53.12'
C:9	20.00'	31.43'	90°02'45"	N21°32'58"W	28.30'
C:13	95.00'	47.42'	28°36'08"	N14°01'54"W	46.93'
C:14	205.00'	102.36'	28°36'33"	N14°01'41"W	101.30'
C:15	25.00'	39.33'	90°07'56"	N45°20'15"E	35.40'
C:16	200.00'	80.37'	23°01'27"	S78°05'04"E	79.83'
C:17	25.00'	39.29'	90°02'45"	N21°32'58"W	35.37'

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CORTA COMMONS AT CENTRAL RIDGE PLAZA

LOCATED IN SECTION 28, TOWNSHIP 18 SOUTH, RANGE 18 EAST
CITRUS COUNTY, FLORIDA

TABLE OF MONUMENTS		
POINT	DESCRIPTION	COORDINATES
74	FOUND 4" X 4" CONCRETE MONUMENT WITH DISK STAMPED: P-R LB#7481 P.R.M.	N: 1,656,912.19 E: 500,846.61
75	FOUND 4" X 4" CONCRETE MONUMENT WITH DISK STAMPED: P-R LB#7481 P.R.M.	N: 1,656,924.11 E: 500,819.09
76	FOUND 4" X 4" CONCRETE MONUMENT WITH DISK STAMPED: P-R LB#7481 P.R.M.	N: 1,656,919.53 E: 500,817.10
77	FOUND 4" X 4" CONCRETE MONUMENT WITH DISK STAMPED: P-R LB#7481 P.R.M.	N: 1,656,989.60 E: 500,655.37
201	FOUND NAIL WITH DISK IN ROCK STAMPED: AGI PRM LB 2610	N: 1,656,482.28 E: 500,660.24
202	SET 5/8" IRON ROD WITH CAP STAMPED: P.R.M. LB 2610	N: 1,656,564.40 E: 500,470.72
203	SET 5/8" IRON ROD WITH CAP STAMPED: P.R.M. LB 2610	N: 1,656,590.72 E: 500,460.33
204	FOUND 5/8" IRON ROD WITH CAP STAMPED: P.R.M. LB 2610	N: 1,656,929.25 E: 500,607.34
205	FOUND 5/8" IRON ROD WITH CAP STAMPED: P.R.M. LB 2610	N: 1,656,944.57 E: 500,646.13
206	FOUND 5/8" IRON ROD WITH CAP STAMPED: P.R.M. LB 2610	N: 1,656,882.61 E: 500,789.11
207	FOUND 5/8" IRON ROD WITH CAP STAMPED: P.R.M. LB 2610	N: 1,656,864.26 E: 500,781.15
208	FOUND 5/8" IRON ROD WITH CAP STAMPED: P.R.M. LB 2610	N: 1,656,847.96 E: 500,818.77
210	FOUND 5/8" IRON ROD WITH CAP STAMPED: P.R.M. LB 2610	N: 1,656,280.19 E: 500,572.63
211	SET NAIL AND DISK STAMPED: AGI PRM LB 2610	N: 1,656,286.73 E: 500,365.95
212	SET 5/8" IRON ROD WITH CAP STAMPED: P.R.M. LB 2610	N: 1,656,380.19 E: 500,368.90
213	SET 5/8" IRON ROD WITH CAP STAMPED: P.R.M. LB 2610	N: 1,656,511.82 E: 500,426.07
607	FOUND NAIL AND DISK STAMPED:	N: 1,656,286.39 E: 499,902.40
608	FOUND NAIL AND DISK STAMPED: RLS 2340	N: 1,656,275.54 E: 499,902.61
609	FOUND 5/8" IRON ROD WITH CAP [ILLEGIBLE]	N: 1,656,267.36 E: 499,902.30
610	FOUND NAIL AND DISK STAMPED: CITRUS COUNTY R/W	N: 1,656,263.35 E: 499,901.74
617	FOUND NAIL AND DISK STAMPED: LB 6895	N: 1,656,271.60 E: 500,058.33
709	SET NAIL AND DISK STAMPED: P.R.M. LB 2610	N: 1,656,522.21 E: 500,452.37
710	SET NAIL AND DISK STAMPED: P.R.M. LB 2610	N: 1,656,440.06 E: 500,641.92
10007	SET 5/8" IRON ROD WITH CAP STAMPED: TRAV LB 2610	N: 1,656,391.28 E: 500,292.58
10010	SET NAIL AND DISK STAMPED: AGI LB 2610	N: 1,656,816.62 E: 500,155.51
11526	SET NAIL AND DISK STAMPED: AGI TRAV LB 2610	N: 1,656,273.26 E: 500,267.77

LINE TABLE		
LINE TAG	BEARING	DISTANCE
L:1	N23°26'16"E	5.00'
L:2	S66°34'20"E	30.00'

CURVE TABLE					
CURVE TAG	RADIUS	LENGTH	CENTRAL ANGLE	CHORD BEARING	CHORD LENGTH
C:10	29.50'	46.31'	89°57'15"	S68°27'02"W	41.70'
C:11	20.00'	31.43'	90°02'45"	S21°32'58"E	28.30'
C:12	20.00'	31.40'	89°57'15"	S68°27'02"W	28.27'
C:17	25.00'	39.29'	90°02'45"	N21°32'58"W	35.37'
C:18	58.80'	71.32'	69°29'14"	S11°16'13"E	67.03'

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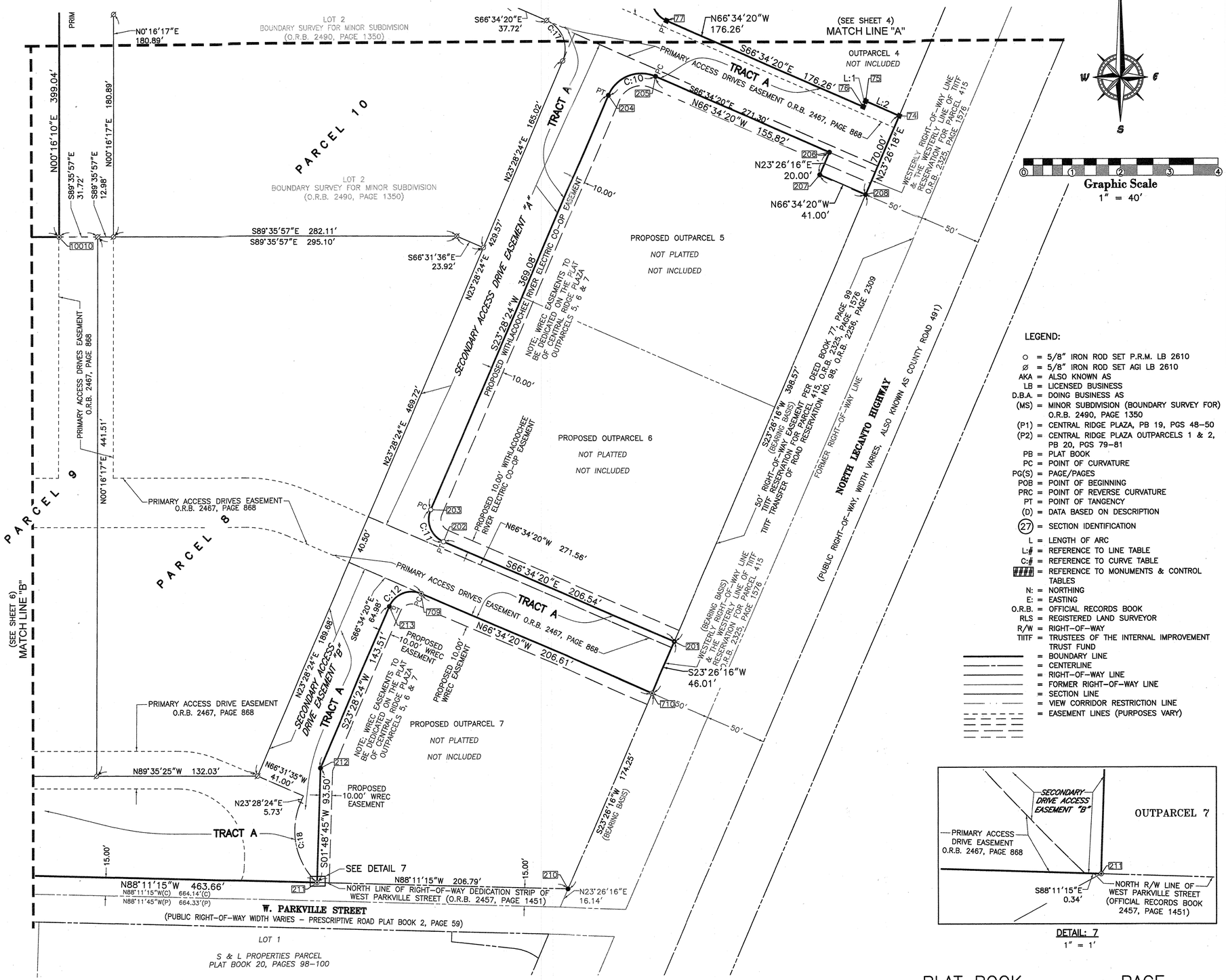

LEGEND:

- ○ = 5/8" IRON ROD SET P.R.M. LB 2610
- Ø = 5/8" IRON ROD SET AGI LB 2610
- AKA = ALSO KNOWN AS
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- D.B.A. = DOING BUSINESS AS
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DETAIL: 7
1" = 1'

PLAT BOOK _____, PAGE _____.

05 OF 09 SHEETS

Attachment: mylar scan (20366 : PLT-22-02 Corta Commons at Central Ridge Plaza)

CORTA COMMONS AT CENTRAL RIDGE PLAZA

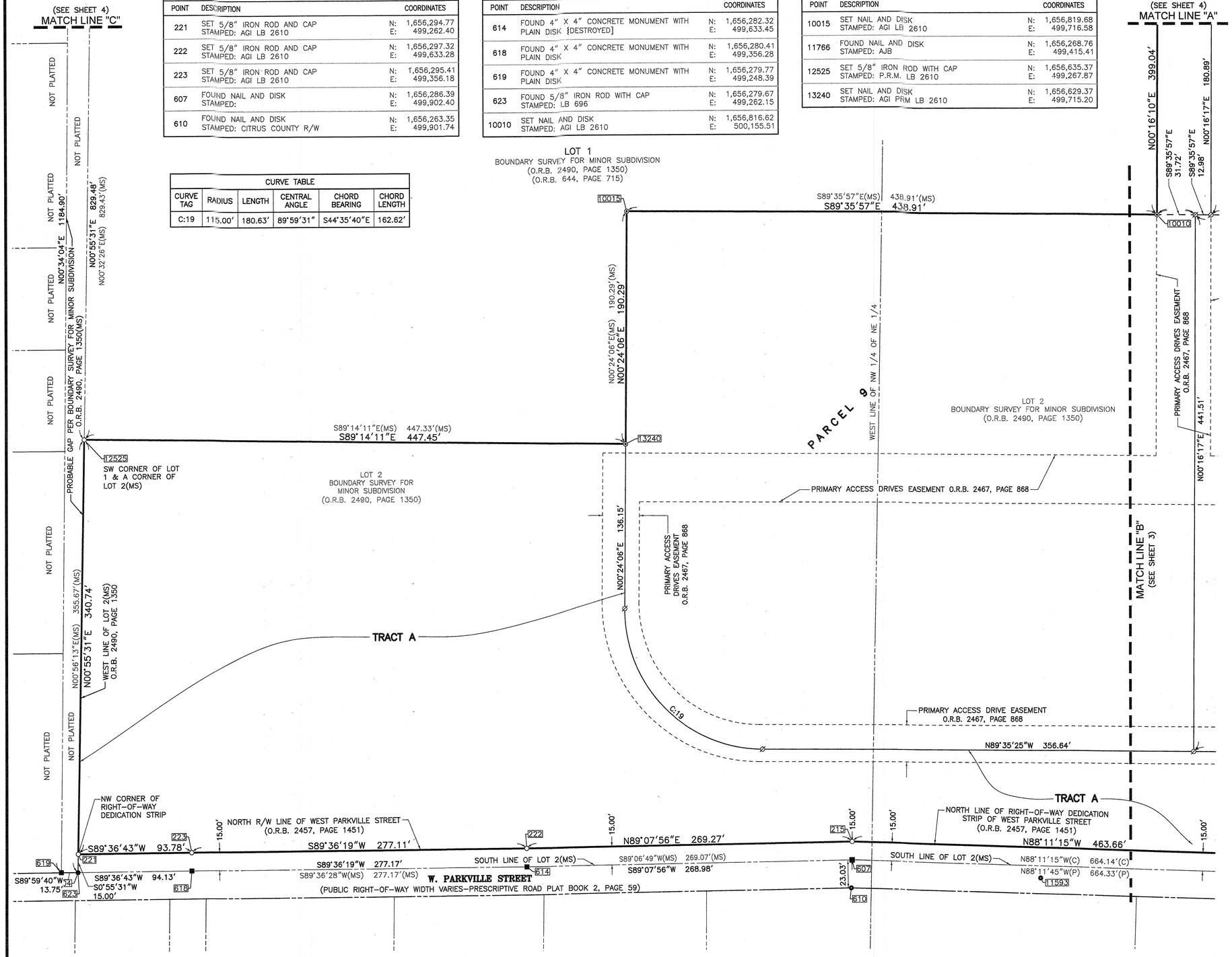
LOCATED IN SECTION 28, TOWNSHIP 18 SOUTH, RANGE 18 EAST
CITRUS COUNTY, FLORIDA

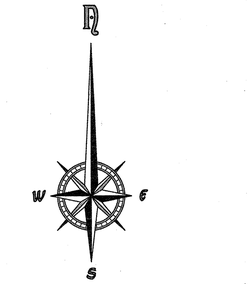
TABLE OF MONUMENTS		
POINT	DESCRIPTION	COORDINATES
221	SET 5/8" IRON ROD AND CAP STAMPED: AGI LB 2610	N: 1,656,294.77 E: 499,262.40
222	SET 5/8" IRON ROD AND CAP STAMPED: AGI LB 2610	N: 1,656,297.32 E: 499,633.28
223	SET 5/8" IRON ROD AND CAP STAMPED: AGI LB 2610	N: 1,656,295.41 E: 499,356.18
607	FOUND NAIL AND DISK STAMPED:	N: 1,656,286.39 E: 499,902.40
610	FOUND NAIL AND DISK STAMPED: CITRUS COUNTY R/W	N: 1,656,263.35 E: 499,901.74

TABLE OF MONUMENTS		
POINT	DESCRIPTION	COORDINATES
614	FOUND 4" X 4" CONCRETE MONUMENT WITH PLAIN DISK {DESTROYED}	N: 1,656,282.32 E: 499,633.45
618	FOUND 4" X 4" CONCRETE MONUMENT WITH PLAIN DISK	N: 1,656,280.41 E: 499,356.28
619	FOUND 4" X 4" CONCRETE MONUMENT WITH PLAIN DISK	N: 1,656,279.77 E: 499,248.39
623	FOUND 5/8" IRON ROD WITH CAP STAMPED: LB 696	N: 1,656,279.67 E: 499,262.15
10010	SET NAIL AND DISK STAMPED: AGI LB 2610	N: 1,656,816.62 E: 500,155.51

TABLE OF MONUMENTS		
POINT	DESCRIPTION	COORDINATES
10015	SET NAIL AND DISK STAMPED: AGI LB 2610	N: 1,656,819.68 E: 499,716.58
11766	FOUND NAIL AND DISK STAMPED: AJB	N: 1,656,268.76 E: 499,415.41
12525	SET 5/8" IRON ROD WITH CAP STAMPED: P.R.M. LB 2610	N: 1,656,635.37 E: 499,267.87
13240	SET NAIL AND DISK STAMPED: AGI PRM LB 2610	N: 1,656,629.37 E: 499,715.20

CURVE TABLE					
CURVE TAG	RADIUS	LENGTH	CENTRAL ANGLE	CHORD BEARING	CHORD LENGTH
C:19	115.00'	180.63'	89°59'31"	S44°35'40"E	162.62'





Graphic Scale
1" = 40'

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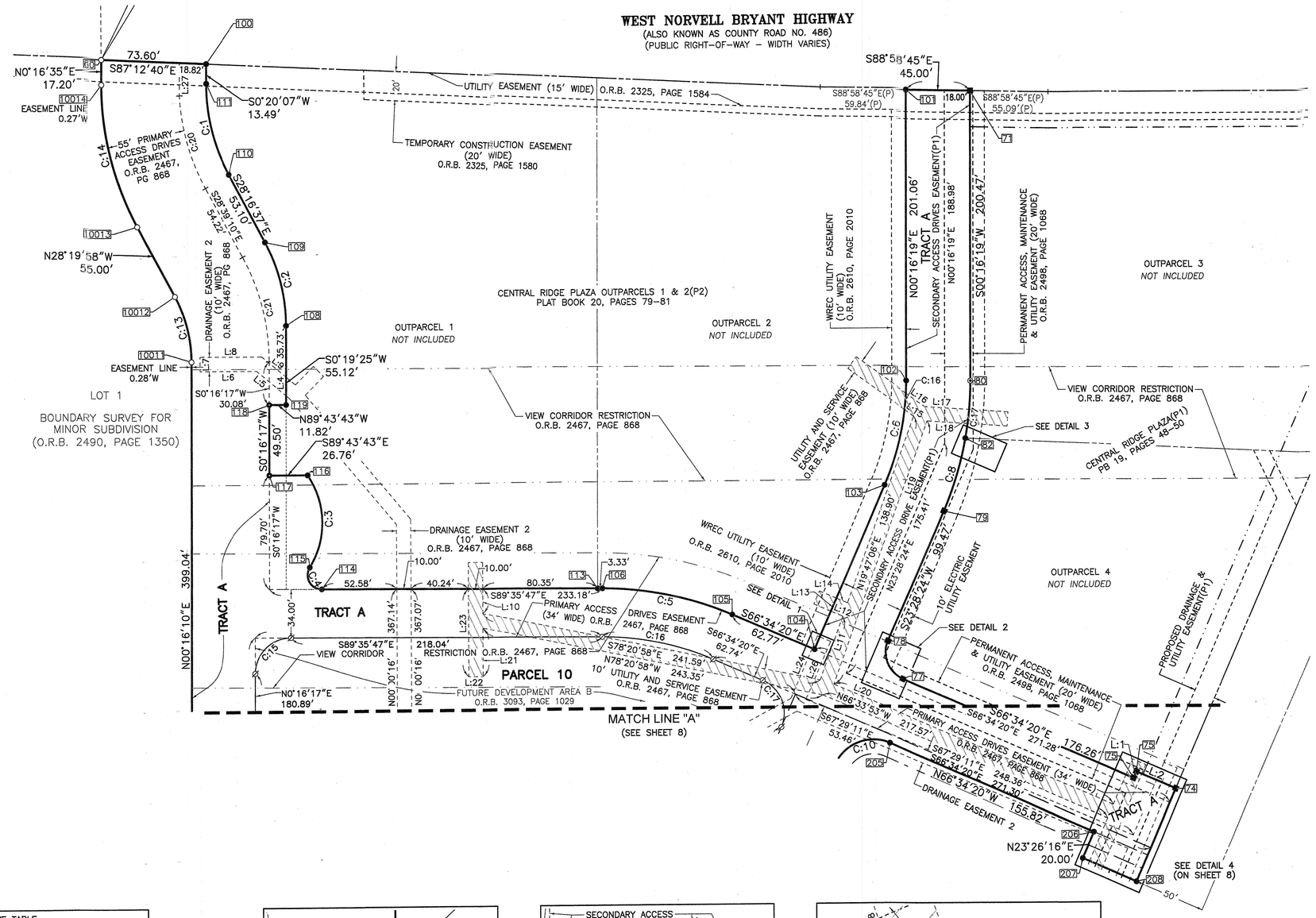
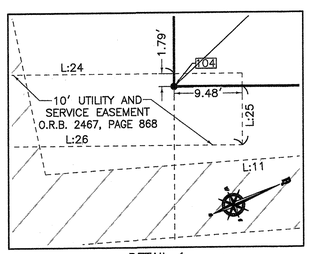
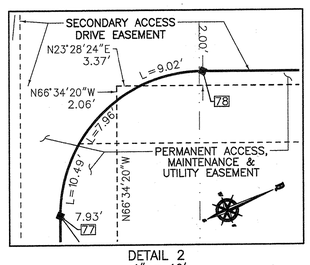


LINE TABLE		
LINE TAG	BEARING	DISTANCE
L:1	N23°26'16"E	5.00'
L:2	S66°34'20"E	30.00'
L:4	S0°19'25"W	12.97'
L:5	N50°07'19"W	26.75'
L:6	N89°48'56"W	40.00'
L:7	N0°11'04"E	10.00'
L:8	S89°48'56"E	43.61'
L:9	S50°07'19"E	22.10'
L:10	S0°00'07"W	17.32'
L:11	N19°47'06"E	47.06'
L:12	N66°34'11"W	9.08'
L:13	N23°28'24"E	10.00'
L:14	S66°34'11"E	8.43'
L:15	N54°24'37"W	7.72'
L:16	S54°24'37"E	16.05'
L:17	S86°01'10"E	31.30'
L:18	N86°01'10"W	28.50'
L:19	S19°47'06"W	195.63'
L:20	S66°33'53"E	213.39'
L:24	N23°25'40"E	37.94'
L:25	S66°34'20"E	8.20'
L:26	S23°25'40"W	44.09'
L:27	S0°16'42"W	22.55'

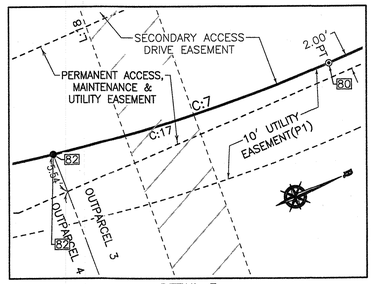
CURVE TABLE					
CURVE TAG	RADIUS	LENGTH	CENTRAL ANGLE	CHORD BEARING	CHORD LENGTH
C:16	186.50'	11.64'	3°34'39"	N4°46'55"E	11.64'
C:17	231.50'	10.01'	2°28'39"	N6°30'20"E	10.01'
C:20	149.99'	67.29'	25°42'21"	S15°35'38"E	66.73'
C:21	149.79'	75.57'	28°54'20"	S14°01'42"E	74.77'



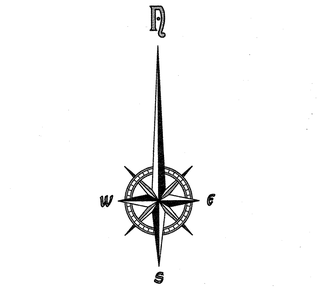
DETAIL 1
1" = 10'



DETAIL 2
1" = 10'



DETAIL 3
1" = 10'



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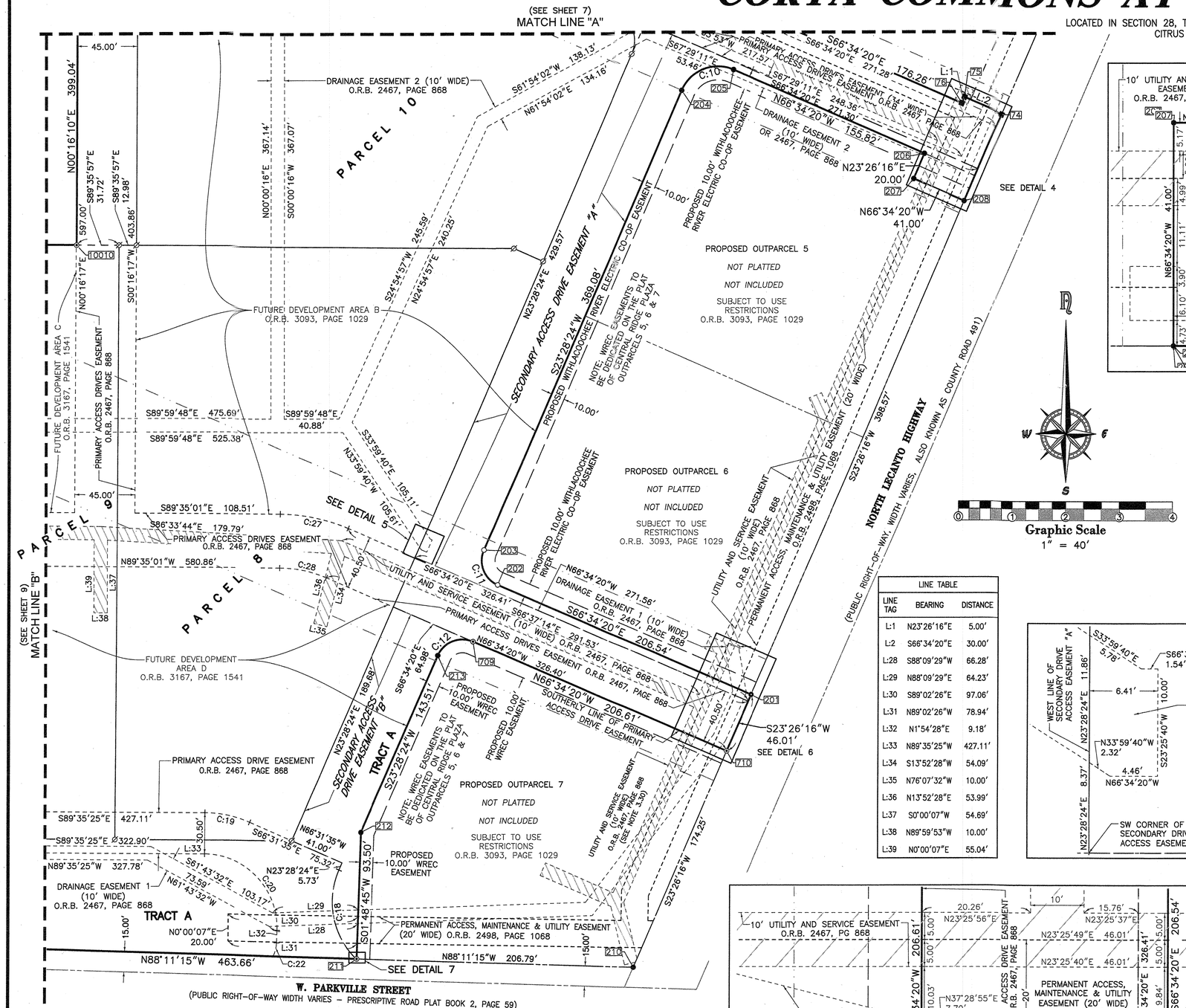
PROJECT NO. 508.02

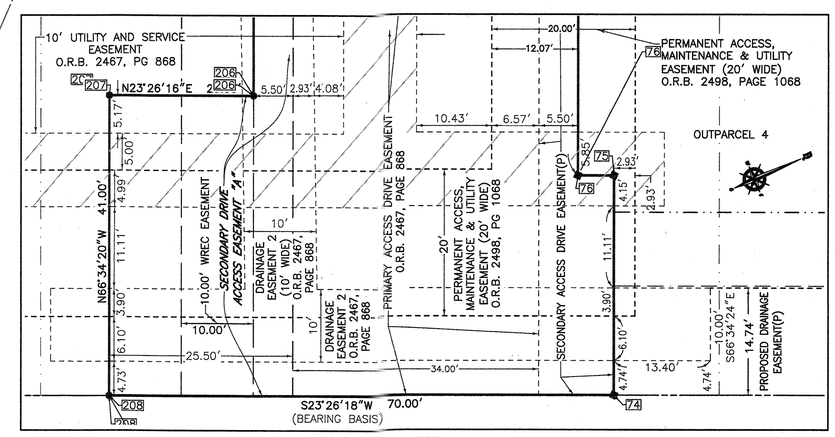
PLAT BOOK _____, PAGE _____.

Attachment: mylar scan (20366 : PLT-22-02 Corta Commons at Central Ridge Plaza)

CORTA COMMONS AT CENTRAL RIDGE PLAZA

LOCATED IN SECTION 28, TOWNSHIP 18 SOUTH, RANGE 18 EAST
CITRUS COUNTY, FLORIDA

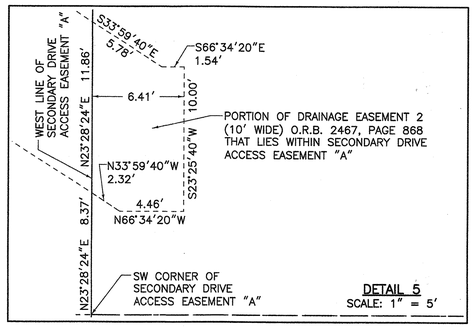




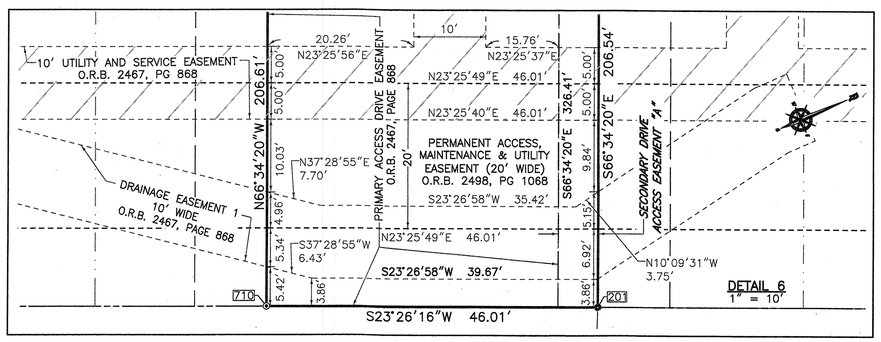
DETAIL 4
1" = 10'

Graphic Scale
1" = 40'

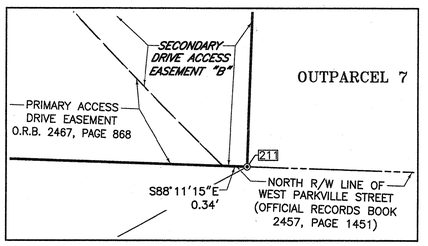
LINE TABLE		
LINE TAG	BEARING	DISTANCE
L:1	N23°26'16"E	5.00'
L:2	S66°34'20"E	30.00'
L:28	S88°09'29"W	66.28'
L:29	N88°09'29"E	64.23'
L:30	S89°02'26"E	97.06'
L:31	N89°02'26"W	78.94'
L:32	N1°54'28"E	9.18'
L:33	N89°35'25"W	427.11'
L:34	S13°52'28"W	54.09'
L:35	N76°07'32"W	10.00'
L:36	N13°52'28"E	53.99'
L:37	S0°00'07"W	54.69'
L:38	N89°59'53"W	10.00'
L:39	N0°00'07"E	55.04'



DETAIL 5
SCALE: 1" = 5'



DETAIL 6
1" = 10'



DETAIL 7
1" = 1'

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CURVE TABLE					
CURVE TAG	RADIUS	LENGTH	CENTRAL ANGLE	CHORD BEARING	CHORD LENGTH
C:19	85.00'	34.22'	23°03'49"	S78°03'31"E	33.99'
C:20	54.50'	87.03'	91°29'53"	N43°50'29"W	78.08'
C:22	25.36'	10.47'	23°38'49"	N14°23'52"E	10.39'
C:27	130.00'	52.21'	23°00'41"	S78°04'41"E	51.86'
C:28	89.50'	35.95'	23°00'41"	N78°04'41"W	35.70'

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PLAT BOOK _____, PAGE _____.

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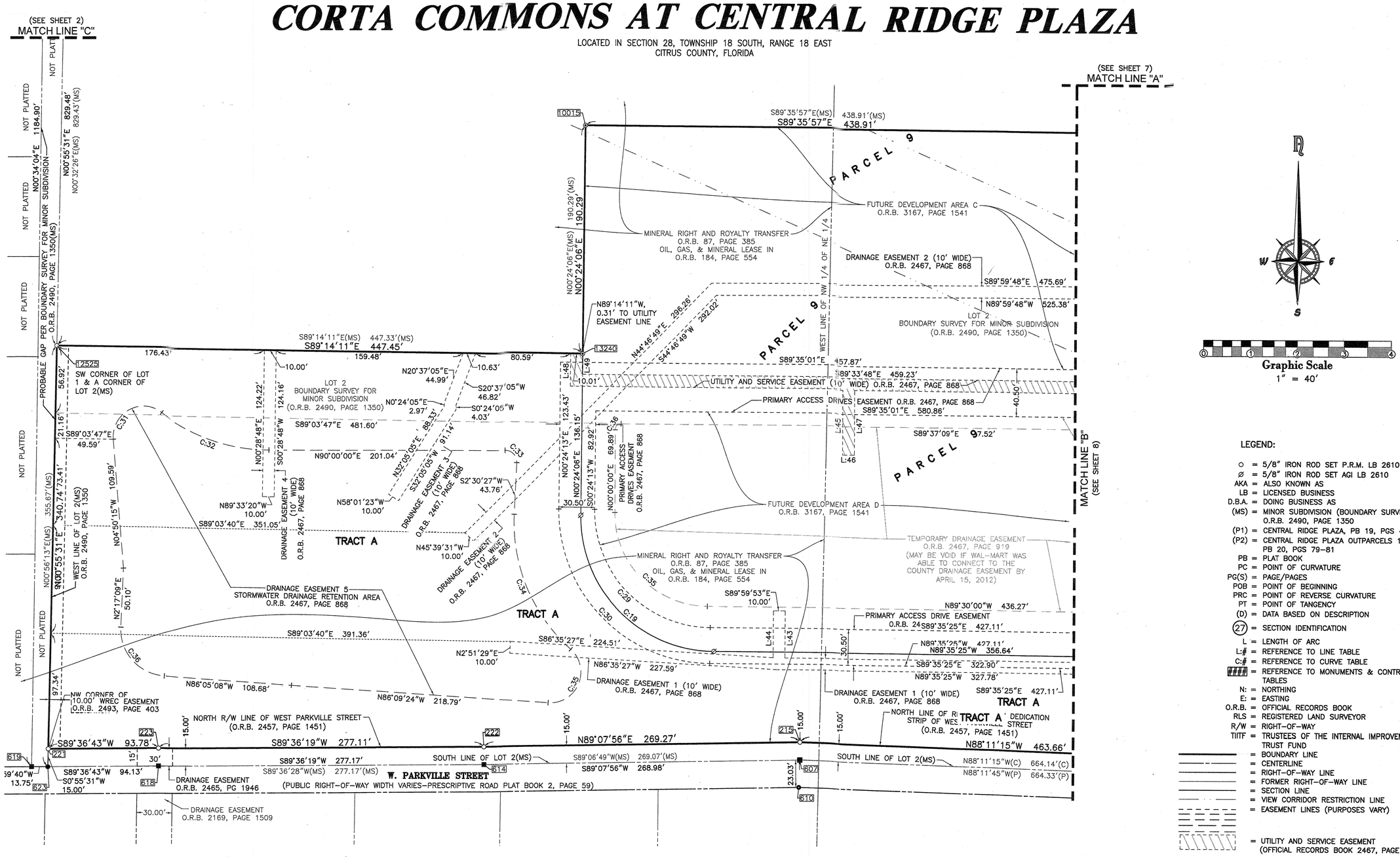

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CURVE TABLE					
CURVE TAG	RADIUS	LENGTH	CENTRAL ANGLE	CHORD BEARING	CHORD LENGTH
C:29	100.00'	157.07'	89°59'38"	S44°35'36"E	141.41'
C:30	130.50'	204.98'	89°59'38"	N44°35'36"W	184.55'
C:31	25.64'	59.18'	132°14'20"	N61°17'06"E	46.89'
C:32	150.00'	97.98'	37°25'36"	S71°17'11"E	96.25'
C:33	10.00'	16.15'	92°31'21"	S43°44'47"E	14.45'
C:34	145.00'	129.07'	51°00'03"	S22°59'38"E	124.85'
C:35	26.00'	64.60'	142°21'38"	S22°40'27"W	49.22'
C:36	40.00'	61.70'	88°22'25"	N41°53'59"W	55.76'

LINE TABLE		
LINE TAG	BEARING	DISTANCE
L:43	S0°00'07"W	39.98'
L:44	N0°00'07"E	39.75'
L:45	N0°00'07"E	55.04'
L:46	N89°59'53"W	10.00'
L:47	S0°00'07"W	54.96'
L:48	N0°24'12"E	27.55'
L:49	S0°24'12"W	17.51'

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PROJECT NO. 508.02

PLAT BOOK _____, PAGE _____.

09 OF 09 SHEETS

Attachment: mylar scan (20366 : PLT-22-02 Corta Commons at Central Ridge Plaza)

AGENDA MEMORANDUM

FROM:	Ken Cheek, Director, Water Resources Department
SUBJECT:	Acknowledgment of Airport Hangar Lease Agreement(s)
AGENDA DATE:	**June 14, 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(s): Mr. Ricky Raleigh Unit 1 - H at Crystal River Airport.
Mr. Jeffery Suttle Unit 2 - E at Crystal River Airport.
Mr. Joseph Serra Unit 1 - J at Inverness 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 $13,998.84

RECOMMENDED ACTION:

Staff requests that the Board of County Commissioners acknowledge the attached executed T-Hangar lease agreements with Mr. Ricky Raleigh, Mr. Jeffery Suttle (Renewal), and Mr. Joseph Serra (Renewal).

T-HANGAR LEASE AGREEMENT

(For lease of County-owned and operated Hangars)

This Agreement, is made this 06 day of May **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 **Raleigh Aviation of Stuart, LLC,** as **Lessee**, whose address is **115 Bermuda Greens Ave Ponte Verde, FL 32081.**

Section 1. Hangar and Purpose. The Lessor hereby leases to the Lessee T-Hangar **Unit 1-H** at 530 North Lindbergh Drive, Crystal River, Florida 34423, 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 **May 06, 2022** and end on **May 06, 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 **$360.01 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 $**360.01**(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: 1e Supporting Docs - Hanger Lease Raleigh, Suttle, Serra (20381 : Acknowledgment 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: 1e Supporting Docs - Hanger Lease Raleigh, Suttle, Serra (20381 : Acknowledgment 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.

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

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

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

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

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

A. Aircraft Liability

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

B. Automobile Liability

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

C. Other Insurance Requirements

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

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2) 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: 1e Supporting Docs - Hanger Lease Raleigh, Suttle, Serra (20381 : Acknowledgment 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: 1e Supporting Docs - Hanger Lease Raleigh, Suttle, Serra (20381 : Acknowledgment 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: 5/9/2022

LESSEE:

Raleigh Aviation of Stuart, LLC, a Domestic Limited Liability Company

Ricky Raleigh, Managing Member

Date: 5/6/22

STATE OF FLORIDA
COUNTY OF CITRUS

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 06 day of May, 2022, by Ricky Raleigh, who is personally known to me or who produced Drivers License as identification.

Witness my hand and official seal this 06 day of May, 2022.

Notary Public State of Florida
Reese Bilby
My Commission
HH 207529
Exp.12/14/2025

Notary Public, State of Florida
Printed Name: Reese Bilby
Commission No: 207529
Expiration Date: 12/14/2025

Attachment: 1e Supporting Docs - Hanger Lease Raleigh, Suttle, Serra (20381 : Acknowledgment of Airport Hangar Lease Agreement(s))

T-HANGAR LEASE AGREEMENT

(For lease of County-owned and operated Hangars)

This Agreement, is made this 04 day of May **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 **Jeffrey Suttle,** as **Lessee**, whose address is **10105 W Central St. Homosassa FL,34448.**

Section 1. Hangar and Purpose. The Lessor hereby leases to the Lessee T-Hangar **Unit 2-E** at 530 North Lindbergh Drive, Crystal River, Florida 34423, 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 **May 04, 2022** and end on **April 30 ,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 **$418.46 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 **«Deposit»** (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: 1e Supporting Docs - Hanger Lease Raleigh, Suttle, Serra (20381 : Acknowledgment of Airport Hangar Lease Agreement(s))

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

a. Non-Discrimination

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

b. Standard Protection Clauses

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

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

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

c. Exclusive Rights

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

d. Escalation Clause

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A. Aircraft Liability

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

B. Automobile Liability

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

C. Other Insurance Requirements

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

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2) 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.

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

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

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

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

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

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: 1e Supporting Docs - Hanger Lease Raleigh, Suttle, Serra (20381 : Acknowledgment 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: 5/12/22

LESSEE:

Jeffery Suttle

Date: 5-4-22

STATE OF FLORIDA
COUNTY OF CITRUS

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 4 day of May, 2022, by Jeffery Suttle, who is personally known to me or who produced _____ as identification.

Witness my hand and official seal this 4 day of May, 2022.

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

Andrea Lynn Fulkerson
Notary Public, State of Florida
Printed Name: Andrea Lynn Fulkerson
Commission No: GG 238984
Expiration Date: 8/31/22

Attachment: 1e Supporting Docs - Hanger Lease Raleigh, Suttle, Serra (20381 : Acknowledgment of Airport Hangar Lease Agreement(s))

T-HANGAR LEASE AGREEMENT

(For lease of County-owned and operated Hangars)

This Agreement, is made this **30** day of **April, 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 **Joseph Serra,** as **Lessee**, whose address is 5389 E. Granger St. Inverness, FL 34452.

Section 1. Hangar and Purpose. The Lessor hereby leases to the Lessee T-Hangar **1-J** at 4270 S Airport Rd Inverness FL, 34450, located on the Inverness Airport (the "Hangar" or the "Premises") for the purpose of storing "registered" aircraft only. Unregistered aircraft may not be stored in the Hangar at any time or for any reason. A breach of this provision is grounds for immediate termination of this Agreement without further notice.

Section 2. Term. This Agreement will commence on **April 30, 2022** and end on **April 30, 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 **$388.10 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 $**309.07** (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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Attachment: 1e Supporting Docs - Hanger Lease Raleigh, Suttle, Serra (20381 : Acknowledgment 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: 1e Supporting Docs - Hanger Lease Raleigh, Suttle, Serra (20381 : Acknowledgment 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: 1e Supporting Docs - Hanger Lease Raleigh, Suttle, Serra (20381 : Acknowledgment 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: 1e Supporting Docs - Hanger Lease Raleigh, Suttle, Serra (20381 : Acknowledgment 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: 5/3/2022

LESSEE:

Joseph Serra

Date: 04-26-2022

STATE OF FLORIDA
COUNTY OF CITRUS

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this 26th day of APRIL, 2022 by JOSEPH SERRA, who is personally known to me or who produced _____ as identification.

Witness my hand and official seal this 26th day of APRIL, 2022

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

CHRISTINE E SHOTWELL
Commission # GG 197460
Expires June 27, 2022
Bonded Thru Budget Notary Services

Attachment: 1e Supporting Docs - Hanger Lease Raleigh, Suttle, Serra (20381 : Acknowledgment of Airport Hangar Lease Agreement(s))

AGENDA MEMORANDUM

FROM:	Ken Cheek, Director, Water Resources Department
SUBJECT:	Proposed Citrus Springs 2022 Assessment Area
AGENDA DATE:	**June 14, 2022**

BRIEF OVERVIEW:

Proposed Citrus Springs 2022 Assessment Area (Water line Extensions)

BUDGET IMPACT/FUNDING SOURCE:

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

Special Assessments to be levied against benefited properties.

RECOMMENDED ACTION:

a. Adopt and authorize the Chairman to execute a Resolution of Citrus County, Florida, relating to the provision of Water Distribution Facilities in the unincorporated area of the County; creating the Citrus Springs 2022 Assessment Area; determining the estimated capital cost of the Water Line Extensions; establishing the method of assessing the project cost against the properties that will be benefited thereby, establishing other terms and conditions of the assessments; directing the County Administrator to prepare a preliminary assessment roll; establishing a public hearing to consider imposition of the proposed assessments and the method of their collection; directing the provision of notice; and providing for an effective date.

b. Set a public hearing for July 26, 2022, at 1:30 p.m. regarding the Citrus Springs 2022 Assessment Area.

CITRUS COUNTY, FLORIDA

INITIAL ASSESSMENT RESOLUTION FOR WATER DISTRIBUTION FACILITIES WITHIN THE PROPOSED CITRUS SPRINGS 2022 ASSESSMENT AREA

ADOPTED JUNE 14, 2022

Attachment: 6c Supporting Documents REV (20375 : Proposed Citrus Springs 2022 Assessment Area)

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Attachment: 6c Supporting Documents REV (20375 : Proposed Citrus Springs 2022 Assessment Area)

RESOLUTION NO. 2022-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF CITRUS COUNTY, FLORIDA, RELATING TO THE WATER DISTRIBUTION FACILITIES; DESCRIBING THE PROPERTY TO BE INCLUDED WITHIN THE PROPOSED CITRUS SPRINGS 2022 ASSESSMENT AREA AND THE LOCAL IMPROVEMENTS TO BE PROVIDED THEREIN; DETERMINING THE ESTIMATED PROJECT COST OF THE WATER DISTRIBUTION FACILITIES; ESTABLISHING THE METHOD OF ASSESSING THE PROJECT COST AGAINST THE PROPERTIES THAT WILL BE BENEFITTED THEREBY; ESTABLISHING OTHER TERMS AND CONDITIONS OF THE ASSESSMENTS; DIRECTING THE COUNTY ADMINISTRATOR TO PREPARE A PRELIMINARY ASSESSMENT ROLL; ESTABLISHING A PUBLIC HEARING TO CONSIDER IMPOSITION OF THE PROPOSED ASSESSMENTS AND THE METHOD OF THEIR COLLECTION; DIRECTING THE PROVISION OF NOTICE; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF CITRUS COUNTY, FLORIDA, AS FOLLOWS:

Attachment: 6c Supporting Documents REV (20375 : Proposed Citrus Springs 2022 Assessment Area)

ARTICLE I

DEFINITIONS AND CONSTRUCTION

SECTION 1.01. DEFINITIONS. This resolution constitutes the Initial Assessment Resolution as defined in the Code. All capitalized words and terms not otherwise defined herein shall have the meanings set forth in the Code. Unless the context indicates otherwise, words imparting the singular number, include the plural number, and vice versa. As used in this resolution, the following terms shall have the following meanings, unless the context hereof otherwise requires:

"Annual Debt Service Component" means the amount computed for each Tax Parcel pursuant to Section 4.04(E) hereof.

"Annual Debt Service Factor" means the factor computed pursuant to Section 4.04(D) hereof.

"Assessment Roll" means a non-ad valorem assessment roll relating to the Water Distribution Facilities.

"Assessments" means an annual special assessment imposed against property located within the Proposed Citrus Springs 2022 Assessment Area to fund the Project Cost of the Water Distribution Facilities, computed in the manner described in Section 4.04 hereof.

"Building" means any structure, whether temporary or permanent, built for support, shelter or enclosure of persons, chattel, or property of any kind.

"Capital Cost" means all or any portion of the expenses that are properly attributable to the design, acquisition, construction and installation of the Water Distribution Facilities and imposition of the Assessments under generally accepted accounting principles and including

Attachment: 6c Supporting Documents REV (20375 : Proposed Citrus Springs 2022 Assessment Area)

reimbursement to the County for any funds advanced for Capital Cost and interest on any interfund or intrafund loan for such purposes.

"Code" means Chapter 86 of the Citrus County Code of Ordinances, entitled the Capital Project and Related Services Assessment Ordinance.

"Collection Cost" means the estimated cost to be incurred by the County during any Fiscal Year in connection with the collection of the Assessments.

"Collection Cost Component" means the amount computed for each Tax Parcel pursuant to Section 4.04(F) hereof.

"Debt Service Amount" means the amount computed pursuant to Section 4.04(A) hereof.

"Dwelling Unit" means a Building, or portion thereof, which is lawfully used for residential purposes, consisting of one or more rooms arranged, designed, used, or intended to be used as living quarters for one family only.

"Final Assessment Resolution" means the resolution described in Section 86-27 of the Code which shall confirm, modify or repeal this Resolution and which shall be the final proceeding for the imposition of the Assessments within the Proposed Citrus Springs 2022 Assessment Area.

"Funding Agreement" means the agreement pursuant to which the County agreed to deliver the Obligations against payment therefore by the purchaser or underwriter of such Obligations or the terms under which the County agrees to internally finance the Water Distribution Facilities through an internal loan.

Attachment: 6c Supporting Documents REV (20375 : Proposed Citrus Springs 2022 Assessment Area)

"Proposed Citrus Springs 2022 Assessment Area" or **"Assessment Area"** means the properties that will be specially benefited by the Water Distribution Facilities, as more particularly described in Section 3.01 and Appendix A hereof.

"Lot" is the "Assessment Unit" as defined in the Code and means any of the numbered lots or parcels shown on any of the recorded plats within the Assessment Area on which a Single-Family Residential Unit can be constructed or sited in accordance with applicable laws and regulations, after giving effect to any recorded Permanent Reassignment of Development Rights. For purposes of this Initial Assessment Resolution any Lots without an existing Single-Family Residential Unit shall be included within the Proposed Citrus Springs 2022 Assessment Area even if it is currently improved with an accessory Building.

"Modified Debt Service Amount" means the amount computed pursuant to Section 4.04(C) hereof.

"Obligations" means Original Obligations or Refunding Obligations.

"Original Obligations" means bonds or other evidence of indebtedness including but not limited to, notes, commercial paper, capital leases or any other obligation issued or incurred, including internal loans, to finance all or a portion of the Project Cost of the Water Distribution Facilities and secured, in whole or in part, by proceeds of the Assessments.

"Permanent Reassignment of Development Rights" means a condition, restriction, and limitation that a property owner of two or more adjoining residential Lots voluntarily imposes on said Lots pursuant to Administrative Regulation No. 11.10-1 to legally condition, restrict, and limit the use of said Lots as a covenant running with the land so that such property will be considered one Lot for purposes of the Assessment.

Attachment: 6c Supporting Documents REV (20375 : Proposed Citrus Springs 2022 Assessment Area)

"Prepayment Amount" means the amount computed either pursuant to Section 4.03 or Section 4.05 hereof for each Tax Parcel located in the Proposed Citrus Springs 2022 Assessment Area to pay the Assessment in full.

"Prepayment Modification Factor" means the factor computed pursuant to Section 4.04(B) hereof.

"Project Cost" means (A) the Capital Cost of the Water Distribution Facilities, (B) the Transaction Cost associated with the Obligations attributable to the Water Distribution Facilities, if any, (C) interest accruing on such Obligations for such period of time as the County deems appropriate, (D) the debt service reserve fund or account, if any, established for the Obligations attributable to the Water Distribution Facilities, and (E) any other costs or expenses related thereto.

"Refunding Obligations" means a series of bonds or other evidence of indebtedness including but not limited to, notes, commercial paper, capital leases or any other obligations of the County issued or incurred to refund all or any portion of the Original Obligations or any indebtedness issued to refinance the Original Obligations.

"Single-Family Residential Unit" means a Building that contains a single Dwelling Unit.

"Statutory Discount Amount" means the amount computed for each Tax Parcel pursuant to Section 4.04(G) hereof.

"Tax Parcel" means a parcel of property to which the Property Appraiser has assigned a distinct ad valorem property tax identification number.

"Tax Roll" means the real property ad valorem tax assessment roll maintained by the Property Appraiser for the purpose of the levy and collection of ad valorem taxes.

Attachment: 6c Supporting Documents REV (20375 : Proposed Citrus Springs 2022 Assessment Area)

"Transaction Cost" means the costs, fees and expenses incurred by the County in connection with the issuance and sale of any series of Obligations, including but not limited to (A) rating agency and other financing fees; (B) the fees and disbursements of bond counsel; (C) the underwriters' discount; (D) the fees and disbursements of the County's financial advisor; (E) the costs of preparing and printing the Obligations, the preliminary official statement, the final official statement, and all other documentation supporting issuance of the Obligations; (F) the fees payable in respect of any municipal bond insurance policy; (G) administrative, development, credit review, and all other fees associated with any pooled commercial paper or similar interim financing program; and (H) any other costs of a similar nature incurred in connection with issuance of such Obligations.

"Uniform Assessment Collection Act" means Sections 197.3632 and 197.3635, Florida Statutes, or any successor statutes authorizing the collection of non-ad valorem assessments on the same bill as ad valorem taxes, and any applicable regulations promulgated thereunder.

"Water Distribution Facilities" means a Local Improvement as defined in the Code consisting of all facilities required for the distribution of potable water demanded by property within the Assessment Area from the transmission main to the point of distribution, to be installed along portions of West Charming Place, East Abend Drive, McNeal Drive, West Wavecrest Drive, West Redgate Drive, West Seahorse Lane, West Nieman Drive, West Wilburton Drive, North Darlington Drive, North Tripoli Terrace, North Bedstrow Blvd, N Pavillion Loop, North Terrel Point, North Dove Orchid Drive, North Hive Avenue, North Mueller Way, North Teather Terrace, North Stern Way, North Spartan Drive and North Athenia Drive. The Water Distribution Facilities include, but are not limited to, the design, acquisition, construction, and installation of water mains, lateral lines, valves, backflow preventers, water

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meters, and other miscellaneous appurtenances necessary to provide potable water to all properties within the Assessment Area in order to provide for the health, safety, and welfare of all residents within the Assessment Area.

SECTION 1.02. INTERPRETATION. Unless the context indicates otherwise, words importing the singular number include the plural number, and vice versa; the terms "hereof," "hereby," "herein," "hereto," "hereunder" and similar terms refer to this Resolution; and the term "hereafter" means after, and the term "heretofore" means before, the effective date of this Resolution. Words of any gender include the correlative words of the other gender, unless the sense indicates otherwise.

SECTION 1.03. FINDINGS. It is hereby ascertained and declared that the Water Distribution Facilities will provide a special benefit to the Assessed Property and that the Project Cost will be fairly and reasonably apportioned among those Assessed Properties based upon the following legislative determinations.

(A) Pursuant to Article VIII, Section 1 of the Florida Constitution, sections 125.01 and 125.66, Florida Statutes, and the Code, the Board has all powers of local self-government to perform county functions and to render county services in a manner not inconsistent with general or special law, and such power may be exercised by the enactment of county ordinances and resolutions.

(B) The Board has enacted the Code to provide for the creation of Assessment Areas and authorize the imposition of Assessments to fund the cost of Local Improvements and Related Services that benefit the property located therein.

(C) The Assessments imposed pursuant to the procedures provided in the Code and this Initial Assessment Resolution will be imposed by the Board. Any activity of the Property

Attachment: 6c Supporting Documents REV (20375 : Proposed Citrus Springs 2022 Assessment Area)

Appraiser or Tax Collector under the provisions of this Resolution shall be construed solely as ministerial.

(D) The Board desires to create the Proposed Citrus Springs 2022 Assessment Area as an Assessment Area and to fund a portion of the Project Cost of the Water Distribution Facilities, which is a Local Improvement as defined in the Code, through Assessments. The Assessment Area is created for the purpose of constructing the Water Distribution Facilities to serve the property located therein and to meet the demands for extensions of such Water Distribution Facilities in a timely, efficient, and equitable manner.

(E) The Proposed Citrus Springs 2022 Assessment Area and the Assessments to be imposed therein shall include all improved and vacant Tax Parcels that will be served by the Water Distribution Facilities.

(F) The design, acquisition, construction, and installation of the Water Distribution Facilities will provide a special benefit to all Tax Parcels located within the Proposed Citrus Springs 2022 Assessment Area by protecting and enhancing the value, use, enjoyment and attractiveness and viability of such property by improving and enhancing utility services, reliability and safety for those properties within the Assessment Area and providing access to central potable water facilities and services within the Assessment Area which will increase the residential attractiveness and development potential of all properties therein.

(G) The Board hereby finds and determines that the Assessments to be imposed in accordance with this Initial Assessment Resolution provide an equitable method of funding the Water Distribution Facilities by fairly and reasonably allocating the cost to specially benefitted property, based upon the number of Lots attributed to each parcel of property in the manner hereinafter described.

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(H) The Water Distribution Facilities represent facilities that are directly related to providing the property owners access to potable water. The owners of the property in the Assessment Areas plan to use their properties for residential purposes and each potential Single-Family Residential Unit can be expected to demand about the same amount of potable water usage on an annual average basis. Accordingly, the Board hereby determines that it is fair and equitable to allocate the Project Cost to property owners within the Assessment Area based upon the number of Lots.

(I) The Board hereby finds that each Tax Parcel within the proposed Assessment Area will be benefited by the County's provision of the Water Distribution Facilities in an amount not less than the Assessment imposed against such property, computed in the manner set forth in this Resolution.

(J) The provision of Water Distribution Facilities to properties within the Assessment Area by the imposition of an Assessment constitutes a modification by the County of prior developer agreements to ensure the timely provision of utility services and to satisfy any contractual obligation to provide such utility services.

Attachment: 6c Supporting Documents REV (20375 : Proposed Citrus Springs 2022 Assessment Area)

ARTICLE II

NOTICE AND PUBLIC HEARING

SECTION 2.01. PUBLIC HEARING. There is hereby established a public hearing to be held by the Board at 1:30 p.m. on July 26, 2022, in Room 100 of the Citrus County Courthouse, 110 North Apopka Avenue, Inverness, Florida, to consider: (A) creation of the Proposed Citrus Springs 2022 Assessment Area; (B) imposition of the Assessments, and (C) collection of the Assessments pursuant to the Uniform Assessment Collection Act commencing with the tax bill to be mailed in November 2022.

SECTION 2.02. NOTICE BY PUBLICATION. Upon completion of the Assessment Roll, the County Administrator shall publish a notice of the public hearing authorized by Section 2.01 hereof in the manner and the time provided in Section 86-25 of the Code. Such notice shall be in substantially the form attached hereto as Appendix B.

SECTION 2.03. NOTICE BY MAIL. Upon completion of the Assessment Roll, the County Administrator shall, at the time and in the manner specified in Section 86-26 of the Code, provide first class mailed notice of the public hearing authorized by Section 2.01 hereof to each property owner proposed to be assessed at the address indicated on the Tax Roll. Such notice shall be in substantially the form attached hereto as Appendix C.

Attachment: 6c Supporting Documents REV (20375 : Proposed Citrus Springs 2022 Assessment Area)

ARTICLE III

PROPOSED CITRUS SPRINGS 2022 ASSESSMENT AREA

SECTION 3.01. DESCRIPTION OF PROPOSED ASSESSMENT AREA.

(A) In accordance with Section 86-21 of the Code, the Board proposes to create the Citrus Springs 2022 Assessment Area encompassing all the area of the County more particularly described in Appendix A attached hereto.

(B) The Assessment Area is proposed to provide access to potable water through the provision of the Water Distribution Facilities.

SECTION 3.02. ASSESSMENT ROLL. The County Administrator is hereby directed to prepare a final estimate of the Project Cost for the Water Distribution Facilities and to prepare the preliminary Assessment Roll in the manner provided in Section 86-24 of the Code. The County Administrator shall apportion the Project Cost among the parcels of real property within the Proposed Citrus Springs 2022 Assessment Area as reflected on the Tax Roll in conformity with Article IV hereof. The estimate of Project Cost and the Assessment Roll shall be maintained on file in the office of the County Administrator and the County Land Section and be open to public inspection. The preliminary Assessment Roll is attached hereto as Appendix D and incorporated herein by reference.

Attachment: 6c Supporting Documents REV (20375 : Proposed Citrus Springs 2022 Assessment Area)

ARTICLE IV

ASSESSMENTS

SECTION 4.01. ESTIMATED PROJECT COST.

(A) The total estimated Project Cost for the Water Distribution Facilities is $313,655.40.

(B) The Project Cost will be funded through the imposition of Assessments against property located in the Proposed Citrus Springs 2022 Assessment Area.

SECTION 4.02. IMPOSITION OF ASSESSMENTS. The Assessments shall be imposed against all Tax Parcels located within the Proposed Citrus Springs 2022 Assessment Area for each Fiscal Year in which the Obligations remain outstanding, the amount of which shall be computed in accordance with this Article IV. When imposed, the Assessments for each Fiscal Year shall constitute a lien upon the Tax Parcels located in the Assessment Area pursuant to Section 86-30 of the Code.

SECTION 4.03. PREPAYMENT AMOUNT.

(A) Upon adoption of the Final Assessment Resolution, a Prepayment Amount for each Tax Parcel located within the Proposed Citrus Springs 2022 Assessment Area shall be computed by first dividing the Project Cost of the Water Distribution Facilities between the improved properties to be serviced by the Water Distribution Facilities and the unimproved properties that will be included within this Proposed Citrus Springs 2022 Assessment Area and subject to the Assessments to arrive at the distributions outlined in Section 4.01(A) above. The allocation to the improved properties will be collected from each property owner at the time of connection and not included within the Assessment program.

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(B) For those Tax Parcels within the Proposed Citrus Springs 2022 Assessment Area, divide the number of Lots attributable to such Tax Parcel by the total amount of Lots attributable to all Tax Parcels within the Proposed Citrus Springs 2022 Assessment Area, and multiply the result by the Project Cost allocated to the unimproved properties in Section 4.01 to arrive at the Prepayment Amount for each Tax Parcel.

(C) Following adoption of the Final Assessment Resolution, the Clerk of Court shall provide by first class mail a notice to the owner of each Tax Parcel subject to the Assessment of the owner's option to prepay all future annual Assessments. On or prior to the date specified in such notice, the owner of each Tax Parcel subject to the Assessment shall be entitled to prepay all future annual Assessments by paying the Prepayment Amount.

(D) The amount of all prepayments made pursuant to this Section 4.03 shall be final. The County shall not be required to refund any portion of a prepayment if (1) the actual Project Cost of the Water Distribution Facilities is less than the estimated Project Cost upon which the Prepayment Amount was computed, or (2) annual Assessments will not be imposed for the full number of years anticipated at the time of such prepayment.

SECTION 4.04. COMPUTATION OF ASSESSMENTS. Commencing with the tax bill to be mailed in November 2022, the Assessments will be imposed for each Fiscal Year in which Obligations remain outstanding and collected on the ad valorem tax bill in the manner authorized by the Uniform Assessment Collection Act. The annual Assessment shall be computed for each Tax Parcel that has not prepaid in accordance with Section 4.03 hereof in the manner set forth in this Section 4.04.

(A) DEBT SERVICE AMOUNT. A "Debt Service Amount" shall be computed for each Fiscal Year as the amount which is payable by the Tax Parcels within the Assessment Area

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in respect of the Obligations in accordance with a debt service schedule prepared with principal installments equal to those established in the Funding Agreement and allocated to the Tax Parcels in the Assessment Area; provided, however, that the "Debt Service Amount" for any Fiscal Year shall not exceed the principal amount of Obligations then outstanding plus interest thereon.

(B) PREPAYMENT MODIFICATION FACTOR. A "Prepayment Modification Factor" shall be computed for each Fiscal Year by dividing (1) the amount computed by subtracting (a) the sum of the Prepayment Amounts for all Tax Parcels as to which prepayment has been made, from (b) the total principal amount of Obligations initially issued by the County and allocated to the Tax Parcels within the Assessment Area in Section 4.01, by (2) the total principal amount of Obligations initially issued by the County and allocated to the Tax Parcels within the Assessment Area in Section 4.01.

(C) MODIFIED DEBT SERVICE AMOUNT. A "Modified Debt Service Amount" shall be computed for each Fiscal Year by multiplying (1) the Debt Service Amount by (2) the Prepayment Modification Factor.

(D) ANNUAL DEBT SERVICE FACTOR. An "Annual Debt Service Factor" shall be computed for each Fiscal Year by dividing (1) the Modified Debt Service Amount by (2) the aggregate Prepayment Amount.

(E) ANNUAL DEBT SERVICE COMPONENT. The "Annual Debt Service Component" shall be computed for each Fiscal Year for each Tax Parcel by multiplying (1) the Prepayment Amount for such Tax Parcel by (2) the Annual Debt Service Factor.

(F) COLLECTION COST COMPONENT. The "Collection Cost Component" shall be computed each Fiscal Year for each Tax Parcel by (1) dividing (a) the Prepayment Amount

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for such Tax Parcel by (b) the sum of the aggregate Prepayment Amount, and (2) multiplying the result by the Assessment Collection Cost.

(G) STATUTORY DISCOUNT AMOUNT. The "Statutory Discount Amount" shall be computed for each Tax Parcel as the amount allowed by law as the maximum discount for early payment of ad valorem taxes and non-ad valorem assessments plus a 1% reserve for nonpayments, such amount to be calculated by deducting (1) the sum of (a) the Annual Debt Service Component and (b) the Collection Cost Component, from (2) the amount computed by dividing (a) the sum of (i) the Annual Debt Service Component and (ii) the Collection Cost Component, by (b) the factor of 0.95.

(H) ASSESSMENT. The annual Assessment for each Tax Parcel shall be computed as the sum of the Annual Debt Service Component, the Collection Cost Component and the Statutory Discount Amount, as set forth in the preliminary Assessment Roll which is attached hereto as Appendix D and incorporated herein by reference.

SECTION 4.05. ADDITIONAL PREPAYMENT OPTION.

(A) Following the date specified in the notice provided pursuant to Section 4.03(C) hereof, or such later date as the Board may allow in its sole discretion, the owner of each Tax Parcel subject to the Assessments shall be entitled to prepay all future unpaid annual Assessments by paying an amount equal to the sum of (1) the original Prepayment Amount for such Tax Parcel, and (2) interest on the Prepayment Amount, computed at a rate one full percentage point in excess of the rate on the Obligations, from the most recent date to which interest on the Obligations has been paid to the next date following such prepayment on which the Obligations can be redeemed after providing all notices required to redeem all or any portion of the Obligations.

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(B) During any period commencing on the date the annual Assessment Roll is certified for collection pursuant to the Uniform Assessment Collection Act and ending on the next date on which unpaid ad valorem taxes become delinquent, the County may reduce the amount required to prepay the future unpaid annual Assessments for the Tax Parcel by the amount of the Assessment that has been certified for collection with respect to such Tax Parcel.

(C) The amount of all prepayments made pursuant to this Section 4.05 shall be final. The County shall not be required to refund any portion of a prepayment if (1) the actual Project Cost of the Water Distribution Facilities is less than the estimated Project Cost upon which the Prepayment Amount was computed, or (2) annual Assessments will not be imposed for the full number of years anticipated at the time of such prepayment.

SECTION 4.06. MANDATORY PREPAYMENT.

(A) If at any time a tax certificate has been issued and remains outstanding in respect of any Tax Parcel subject to the Assessment, the owner shall prepay all future unpaid annual Assessments for such Tax Parcel if the Board, at its sole option, elects to accelerate the Assessment. The amount required to prepay the future unpaid annual Assessments will be equal to the sum of (1) the Prepayment Amount for such Tax Parcel, and (2) interest on the Prepayment Amount, computed at the rate one full percentage point in excess of the rate on the Obligations, from the most recent date to which interest on the Obligations has been paid to the next date on which the County can redeem Obligations after providing all notices required to redeem all or any portion thereof.

(B) During any period commencing on the date the annual Assessment Roll is certified for collection pursuant to the Uniform Assessment Collection Act and ending on the next date on which unpaid ad valorem taxes become delinquent, the County may reduce the

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amount required to prepay the future unpaid annual Assessments for the Tax Parcel by the amount of the Assessment that has been certified for collection with respect to such Tax Parcel.

(C) The amount of all prepayments made pursuant to this Section 4.06 shall be final. The County shall not be required to refund any portion of a prepayment if (1) the Project Cost of the Water Distribution Facilities is less than the amount upon which such Prepayment Amount was computed, or (2) annual Assessments will not be imposed for the full number of years anticipated at the time of such prepayment.

SECTION 4.07. REALLOCATION. If an owner intends to subdivide a Tax Parcel, the Prepayment Amount for such Tax Parcel may be reallocated pro rata among the new Tax Parcels upon (1) application of the owner or the County and (2) assignment of a distinct ad valorem property tax identification number to each new Tax Parcel by the Property Appraiser.

SECTION 4.08. APPLICATION OF ASSESSMENT PROCEEDS. Proceeds from the Assessments received during each Fiscal Year shall be applied by the County for payment of the Collection Costs, payment of any Transaction Costs not funded from proceeds of the Obligations, payment of interest due on the Obligations, and payment of principal due on the Obligations. Any remaining proceeds will then be used for prepayment of the Obligations or payment of future debt service.

Attachment: 6c Supporting Documents REV (20375 : Proposed Citrus Springs 2022 Assessment Area)

ARTICLE V

GENERAL PROVISIONS

SECTION 5.01. METHOD OF COLLECTION. Commencing with the tax bill to be mailed in November 2022, the Assessments shall be collected pursuant to the Uniform Assessment Collection Act.

SECTION 5.02. SEVERABILITY. If any clause, section or provision of this Resolution shall be declared unconstitutional or invalid for any reason or cause, the remaining portion of said Resolution shall be in full force and effect and be valid as if such invalid portion thereof had not been incorporated herein.

SECTION 5.03. EVIDENCE OF PAYMENT. Prepayment in full of the Assessment imposed against any Tax Parcel shall operate as a release of the Assessment lien upon such Tax Parcel. Upon request, the Clerk of Court may issue a written confirmation to evidence such payment; provided however, that the issuance of written confirmation shall not be required to release the Assessment lien. The County may impose an administrative fee to defray the cost of providing written confirmation pursuant to this Section 5.03.

SECTION 5.04. REVISIONS TO ASSESSMENTS. If any Assessment or exemption made under the provisions of this Initial Assessment Resolution is either in whole or in part annulled, vacated, or set aside by the judgment of any court, or if the Board is satisfied that any such Assessment or exemption is so irregular or defective that the same cannot be enforced or collected, or if the Board has failed to include or omitted any property on the Assessment Roll which property should have been so included, the Board may take all necessary steps to impose a new Assessment against any property benefited by the Water Distribution Facilities, following as nearly as may be practicable, the provisions of the Code and in case such

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second Assessment is annulled, vacated, or set aside, the Board may obtain and impose other Assessments until a valid Assessment is imposed.

SECTION 5.05. EFFECTIVE DATE. This Resolution shall take effect immediately upon its passage.

DONE AND ADOPTED in Regular Session this 14 day of June, 2022.

BOARD OF COUNTY COMMSSIONERS
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: 6c Supporting Documents REV (20375 : Proposed Citrus Springs 2022 Assessment Area)

APPENDIX A

DESCRIPTION OF THE PROPOSED CITRUS SPRINGS 2022 ASSESSMENT AREA

Attachment: 6c Supporting Documents REV (20375 : Proposed Citrus Springs 2022 Assessment Area)

APPENDIX A

PROPOSED CITRUS SPRINGS 2022 ASSESSMENT AREA

The Proposed Citrus Springs 2022 Assessment Area shall include the following properties, as identified by parcel identification number assigned by the Property Appraiser:

ALTKEY	PARCELID
1273960	18E17S100040 03420 0100
1273978	18E17S100040 03420 0110
1273986	18E17S100040 03420 0120
1273994	18E17S100040 03420 0130
1274001	18E17S100040 03420 0140
1274010	18E17S100040 03420 0150
1274028	18E17S100040 03420 0160
1274079	18E17S100040 03430 0030
1274087	18E17S100040 03430 0040
1274095	18E17S100040 03430 0050
1274109	18E17S100040 03430 0060
1274117	18E17S100040 03430 0070
1274125	18E17S100040 03430 0080
1274133	18E17S100040 03430 0090
1278627	18E17S100040 03650 0070
1278635	18E17S100040 03650 0080
1292794	18E17S100040 04440 0010
1292808	18E17S100040 04440 0020
1292816	18E17S100040 04440 0030
1292921	18E17S100040 04450 0010
1292999	18E17S100040 04450 0080
1293006	18E17S100040 04450 0090
1297826	18E17S100050 04680 0070
1297834	18E17S100050 04680 0080
1298148	18E17S100050 04700 0090
1298156	18E17S100050 04700 0100
1300606	18E17S100050 04900 0010
1300614	18E17S100050 04900 0020
1301050	18E17S100050 04910 0130
1301068	18E17S100050 04910 0140
1301076	18E17S100050 04910 0150
1319285	18E17S100060 05810 0320
1319293	18E17S100060 05810 0330
1319331	18E17S100060 05820 0020
1319340	18E17S100060 05820 0030

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1319358	18E17S100060 05820 0040
1338751	18E17S100080 07620 0010
1339359	18E17S100080 07630 0180
1393434	18E17S100150 11500 0090
1393442	18E17S100150 11500 0100
1393451	18E17S100150 11500 0110
1393469	18E17S100150 11500 0120
1393477	18E17S100150 11500 0130
1393485	18E17S100150 11500 0140
1393493	18E17S100150 11500 0150
1393507	18E17S100150 11500 0160
1393515	18E17S100150 11500 0170
1393523	18E17S100150 11500 0180
1393531	18E17S100150 11500 0190
1393540	18E17S100150 11500 0200
1393639	18E17S100150 11510 0010
1393990	18E17S100150 11520 0170
1427878	18E17S100190 12890 0110
1427886	18E17S100190 12890 0120
1427894	18E17S100190 12890 0130
1427908	18E17S100190 12890 0140
1427916	18E17S100190 12890 0150
1427924	18E17S100190 12890 0160
1427967	18E17S100190 12900 0010
1427975	18E17S100190 12900 0020
1427983	18E17S100190 12900 0030
1427991	18E17S100190 12900 0040
1428009	18E17S100190 12900 0050
1428017	18E17S100190 12900 0060
1428025	18E17S100190 12900 0070
1428033	18E17S100190 12900 0080
1429820	18E17S100200 12990 0360
1429838	18E17S100200 12990 0370
1429846	18E17S100200 12990 0380
1429854	18E17S100200 12990 0390
1429862	18E17S100200 12990 0400
1429871	18E17S100200 12990 0410
1429889	18E17S100200 12990 0420
1429927	18E17S100200 13000 0010
1429935	18E17S100200 13000 0020
1429943	18E17S100200 13000 0030

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1429951	18E17S100200 13000 0040
1429960	18E17S100200 13000 0050
1430321	18E17S100200 13010 0130
1946620	18E17S100220 15800 0070
1946646	18E17S100220 15800 0080
2053534	18E17S100220 15800 0150
2053852	18E17S100220 15510 0010
2060174	18E17S100220 15630 0150
2060441	18E17S100220 15500 0260
2060506	18E17S100220 15630 0100
2060751	18E17S100220 16060 0100
2060760	18E17S100220 16060 0110
2077964	18E17S100230 17070 0210
2078430	18E17S100230 17090 0010
2079088	18E17S100230 17100 0060
2079100	18E17S100230 17100 0070
2080850	18E17S100230 17130 0010
2080876	18E17S100230 17130 0020
2080892	18E17S100230 17130 0030
2087790	18E17S100230 17240 0010
2087901	18E17S100230 17240 0050
2087935	18E17S100230 17240 0060
2087960	18E17S100230 17240 0070
2087994	18E17S100230 17240 0080
2088028	18E17S100230 17240 0090
2124369	18E17S100260 16470 0010
2124407	18E17S100260 16470 0020
2124423	18E17S100260 16470 0030
2124458	18E17S100260 16470 0040
2124491	18E17S100260 16470 0050
2124539	18E17S100260 16470 0060
2124580	18E17S100260 16470 0070
2124601	18E17S100260 16470 0080
2124644	18E17S100260 16470 0090
2124661	18E17S100260 16470 0100
2125659	18E17S100260 16480 0130
2125675	18E17S100260 16480 0140
2125705	18E17S100260 16480 0150
2125713	18E17S100260 16480 0160
2125730	18E17S100260 16480 0170
2125764	18E17S100260 16480 0180

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2125772	18E17S100260 16480 0190
2126728	18E17S100260 16480 0200
2129051	18E17S100260 16490 0180
2129123	18E17S100260 16490 0190
2129182	18E17S100260 16490 0200
2133180	18E17S100220 15250 0150
2133228	18E17S100220 15250 0160
2133287	18E17S100220 15250 0170
2133333	18E17S100220 15250 0180
2133392	18E17S100220 15250 0190
2133473	18E17S100220 15250 0200
2133538	18E17S100220 15250 0210
2133597	18E17S100220 15250 0220
2133651	18E17S100220 15250 0230
2133694	18E17S100220 15250 0240
2133741	18E17S100220 15250 0250
2136723	18E17S100220 15260 0090
2136766	18E17S100220 15260 0100
2136774	18E17S100220 15260 0110
2136804	18E17S100220 15260 0120
2136839	18E17S100220 15260 0130
2136871	18E17S100220 15260 0140
2136901	18E17S100220 15260 0150
2136928	18E17S100220 15260 0160
2136952	18E17S100220 15260 0170
2136987	18E17S100220 15260 0180
2137011	18E17S100220 15260 0190
2137061	18E17S100220 15260 0200
2137100	18E17S100220 15260 0210
2137193	18E17S100220 15260 0220
2137240	18E17S100220 15260 0230
2137282	18E17S100220 15260 0240
2137321	18E17S100220 15260 0250
2139803	18E17S100230 17480 0010
2139889	18E17S100230 17480 0020
2139901	18E17S100230 17480 0030
2140682	18E17S100230 17490 0190
2140721	18E17S100230 17490 0200
2140755	18E17S100230 17490 0210
2145510	18E17S100230 17530 0010
2145587	18E17S100230 17530 0020

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2145650	18E17S100230 17530 0030
2145684	18E17S100230 17530 0040
2145773	18E17S100230 17530 0070
2145846	18E17S100230 17530 0080
2145871	18E17S100230 17530 0090
2147555	18E17S100220 15350 0060
2147849	18E17S100220 15360 0020
2147873	18E17S100220 15360 0030
2147903	18E17S100220 15360 0040
2147938	18E17S100220 15360 0050
2160985	18E17S100220 15470 0100
2161019	18E17S100220 15470 0110
2161892	18E17S100220 15480 0200
2180153	18E17S100220 15630 0090
2180218	18E17S100220 15630 0110
2180251	18E17S100220 15630 0120
2180315	18E17S100220 15630 0130
2180374	18E17S100220 15630 0140
2180471	18E17S100220 15640 0020
2180510	18E17S100220 15640 0030
2180561	18E17S100220 15640 0040
2180595	18E17S100220 15640 0050
2180668	18E17S100220 15640 0060
2180773	18E17S100220 15640 0090
2180838	18E17S100220 15640 0100
2180871	18E17S100220 15640 0110
2180927	18E17S100220 15640 0120
2180978	18E17S100220 15640 0130
2181028	18E17S100220 15640 0140
2181087	18E17S100220 15640 0150
2181141	18E17S100220 15640 0160
2181192	18E17S100220 15640 0170
2181222	18E17S100220 15640 0180
2181281	18E17S100220 15640 0190
2181346	18E17S100220 15640 0200
2181401	18E17S100220 15640 0210
2181460	18E17S100220 15640 0220
2181524	18E17S100220 15640 0230
2181621	18E17S100220 15650 0020
2186046	18E17S100220 15680 0200
2186089	18E17S100220 15680 0210

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2187158	18E17S100220 15690 0100
2187191	18E17S100220 15690 0110
2189371	18E17S100220 15740 0030
2193531	18E17S100220 15790 0050
2193565	18E17S100220 15790 0060
2193590	18E17S100220 15790 0070
2193620	18E17S100220 15790 0080
2193654	18E17S100220 15790 0090
2193760	18E17S100220 15790 0120
2193816	18E17S100220 15790 0130
2193883	18E17S100220 15790 0140
2194057	18E17S100220 15790 0150
2194090	18E17S100220 15790 0160
2194138	18E17S100220 15790 0170
2195614	18E17S100220 15800 0050
2195649	18E17S100220 15800 0060
2195673	18E17S100220 15800 0090
2195690	18E17S100220 15800 0100
2195711	18E17S100220 15800 0110
2195746	18E17S100220 15800 0120
2195762	18E17S100220 15800 0130
2195797	18E17S100220 15800 0140
2195835	18E17S100220 15800 0160
2195860	18E17S100220 15800 0170
2195908	18E17S100220 15800 0180
2196661	18E17S100220 16060 0050
2196688	18E17S100220 16060 0060
2196700	18E17S100220 16060 0070
2196785	18E17S100220 16060 0120
2196815	18E17S100220 16060 0130
2199016	18E17S100220 00B0
2898984	18E17S100230 17240 0030
2899697	18E17S100230 17530 0050
2907258	18E17S100050 04900 0030
2913622	18E17S100220 15640 0070
3405421	18E17S100220 15740 0010
3405433	18E17S100220 15740 0020
3466963	18E17S100220 16060 0080
3466975	18E17S100220 16060 0090
3486561	18E17S100060 05810 0340
3499348	18E17S100220 74000

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3525238	18E17S100190 12890 0010
3525305	18E17S100220 15350 0090

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APPENDIX B

FORM OF NOTICE TO BE PUBLISHED

Attachment: 6c Supporting Documents REV (20375 : Proposed Citrus Springs 2022 Assessment Area)

APPENDIX B

FORM OF NOTICE TO BE PUBLISHED

To Be Published by July 5, 2022

NOTICE OF HEARING TO IMPOSE AND PROVIDE FOR COLLECTION OF SPECIAL ASSESSMENTS IN THE PROPOSED CITRUS SPRINGS 2022 ASSESSMENT AREA TO PROVIDE FOR THE WATER DISTRIBUTION FACILITIES

Notice is hereby given that the Board of County Commissioners of Citrus County will conduct a public hearing to consider imposing annual, non-ad valorem special assessments for the design, acquisition, construction, and installation of the Water Distribution Facilities within the boundaries of the Proposed Citrus Springs 2022 Assessment Area.

The hearing will be held at 1:30 p.m. on July 26, 2022, in Room 100 of the Citrus County Courthouse, 110 North Apopka Avenue, Inverness, Florida, for the purpose of receiving public comment on the Proposed Citrus Springs 2022 Assessment Area, the special assessments, and their collection on the ad valorem tax bill. All affected property owners have a right to appear at the hearing and to file written objections with the Board within 20 days of this notice.

Pursuant to section 286.0105, Florida Statutes, if you decide to appeal any decision made by the Board with respect to any matter considered at the hearing or at any subsequent meeting to which the Board has continued its deliberations, you will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the County Administrator's office at (352) 527-5210, at least two days before the meeting. If you are hearing or speech impaired, dial 7-1-1, 1-800-955-8771 (TTY) or 1-800-955-8770 (v), via Florida Relay Service. If you need a Spanish Translator, please make arrangements with the County by telephone within two days of the publication notice at 352-527-5370. Si necesita un traductor de español por favor haga arreglos con el Condado dentro de los dos días de la notificación de la publicación a 352-527-5370.

The assessment for each parcel of property will be based on the number of Lots attributed to that Tax Parcel. The annual assessment will include each Tax Parcel's share of the principal, interest and collection costs. The maximum annual assessment is estimated to be $167.90 per Lot. A more specific description of the improvements and the method of computing the

Attachment: 6c Supporting Documents REV (20375 : Proposed Citrus Springs 2022 Assessment Area)

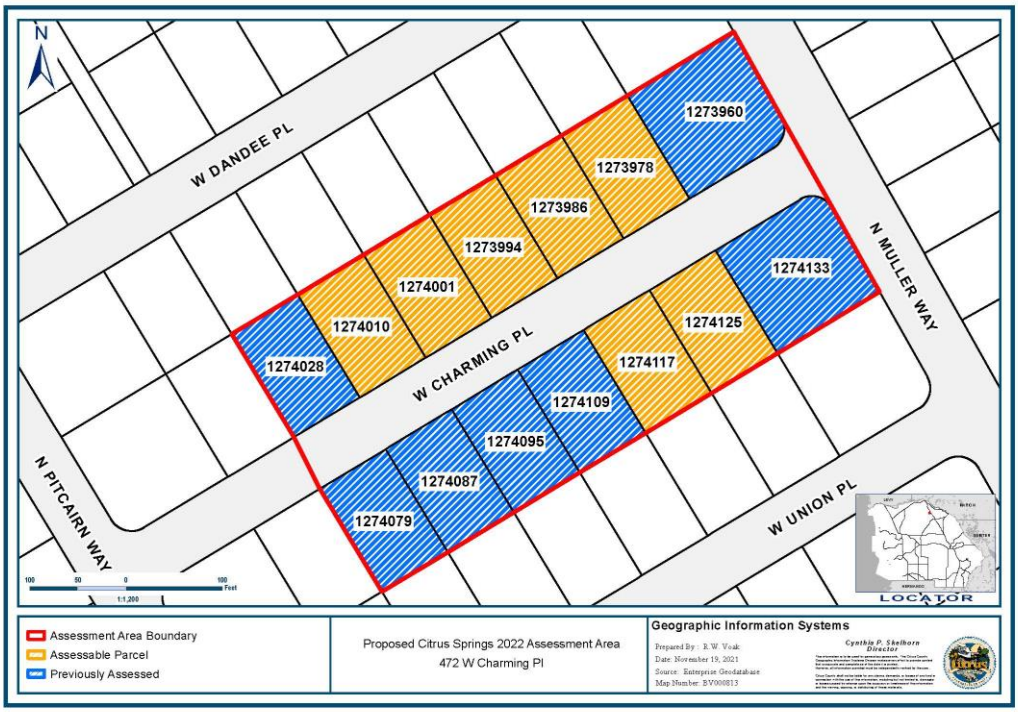
assessment for each parcel of property are set forth in the Initial Assessment Resolution adopted by the Board on June 14, 2022. Copies of Chapter 86 of the County Code, the Initial Assessment Resolution (Resolution No. ____), and the preliminary Assessment Roll for the upcoming fiscal year are available for inspection at the Board of County Commissioners Administrative Office, Room 232, located at the Citrus County Courthouse, 110 North Apopka Avenue, Inverness, Florida, and the Land Section Office, located at 3600 W. Sovereign Path, Suite 205, Lecanto, Florida, between the hours of 8:30 a.m. and 4:30 p.m., Monday through Friday.

The assessments will begin to be collected on the ad valorem tax bill to be mailed in November 2022, as authorized by section 197.3632, Florida Statutes. Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title. The Board intends to collect the assessments in 15 annual installments.

If you have any questions, please contact the Land Section at (352) 527-5458, Monday through Friday between 8:30 a.m. and 4:30 p.m.

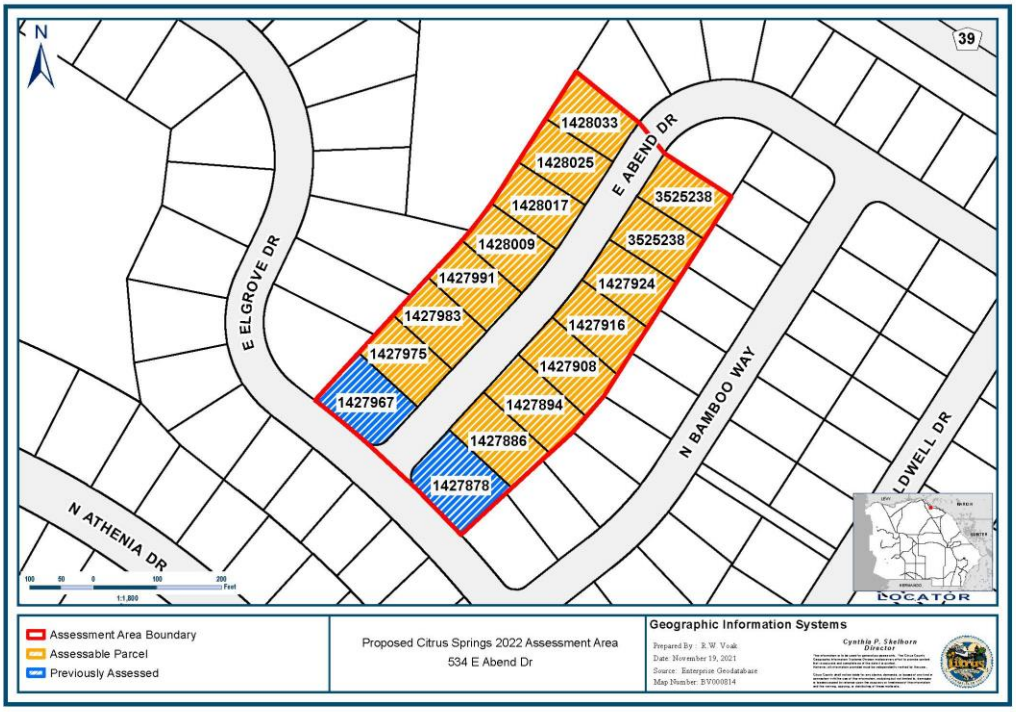
MAP OF ASSESSMENT AREA

472 W CHARMING PLACE

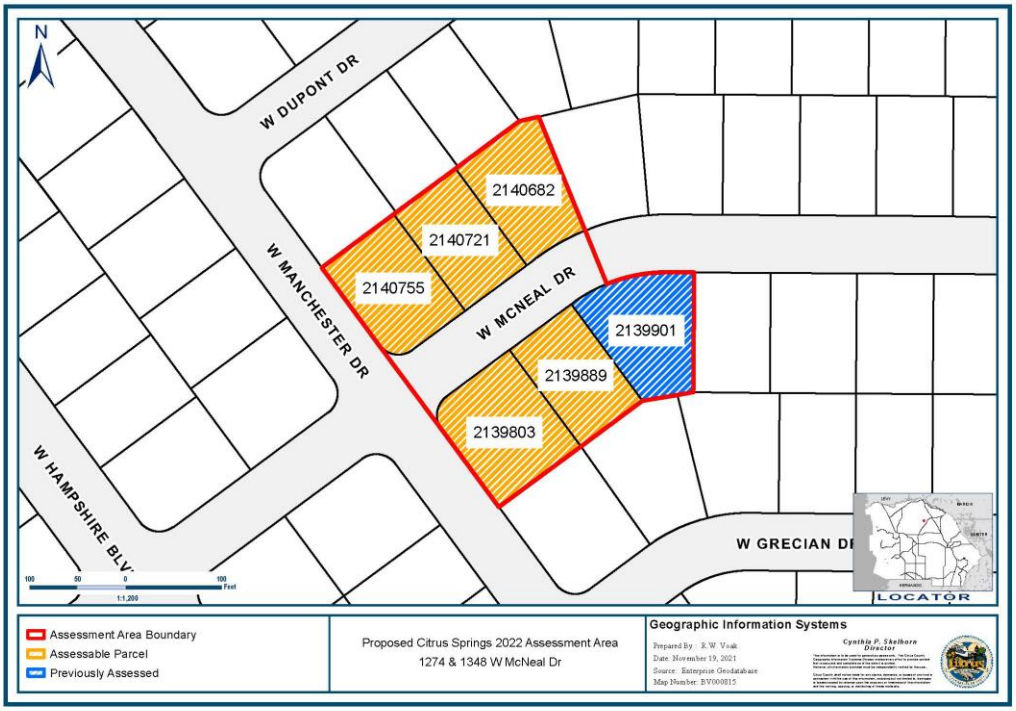


Attachment: 6c Supporting Documents REV (20375 : Proposed Citrus Springs 2022 Assessment Area)

534 E ABEND DRIVE

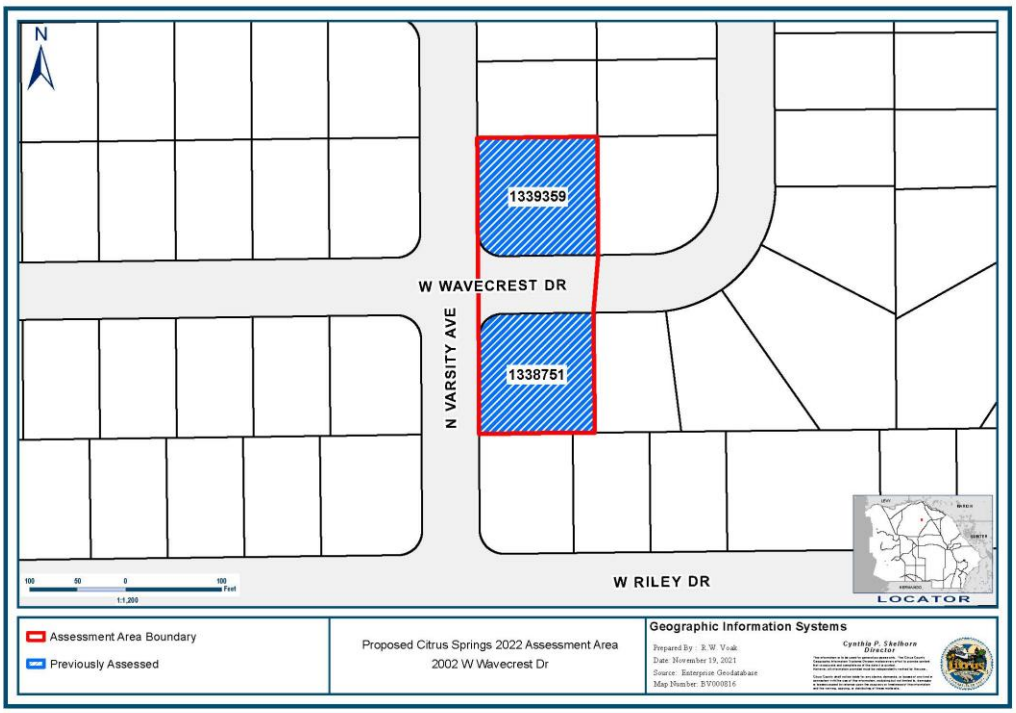


1247 & 1348 MCNEAL DRIVE

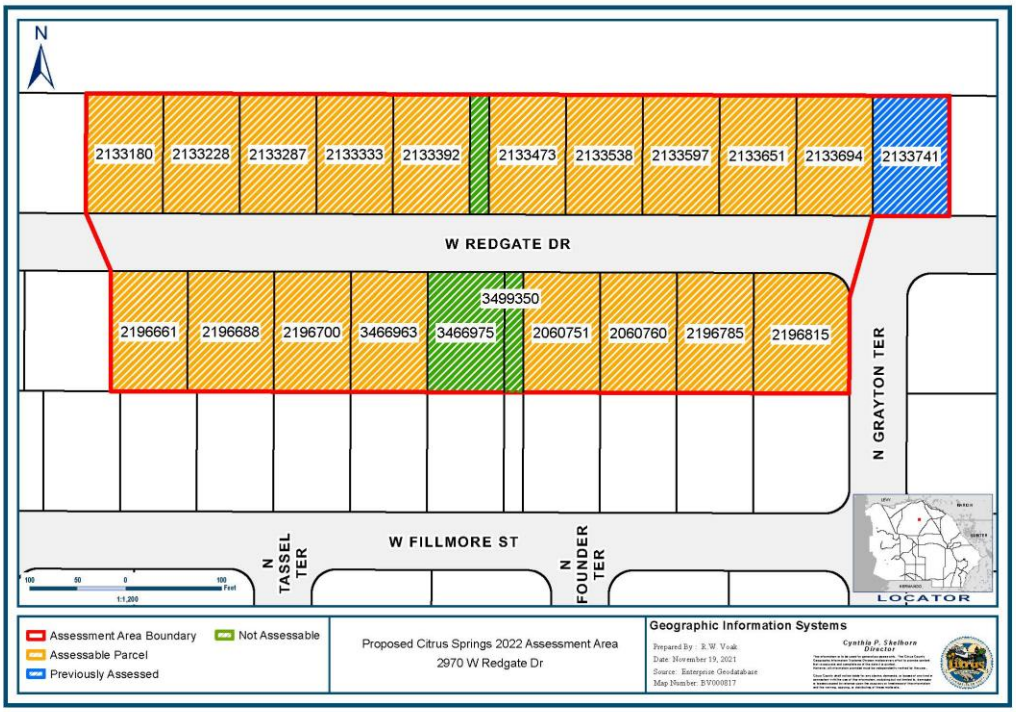


Attachment: 6c Supporting Documents REV (20375 : Proposed Citrus Springs 2022 Assessment Area)

2002 W WAVECREST DRIVE

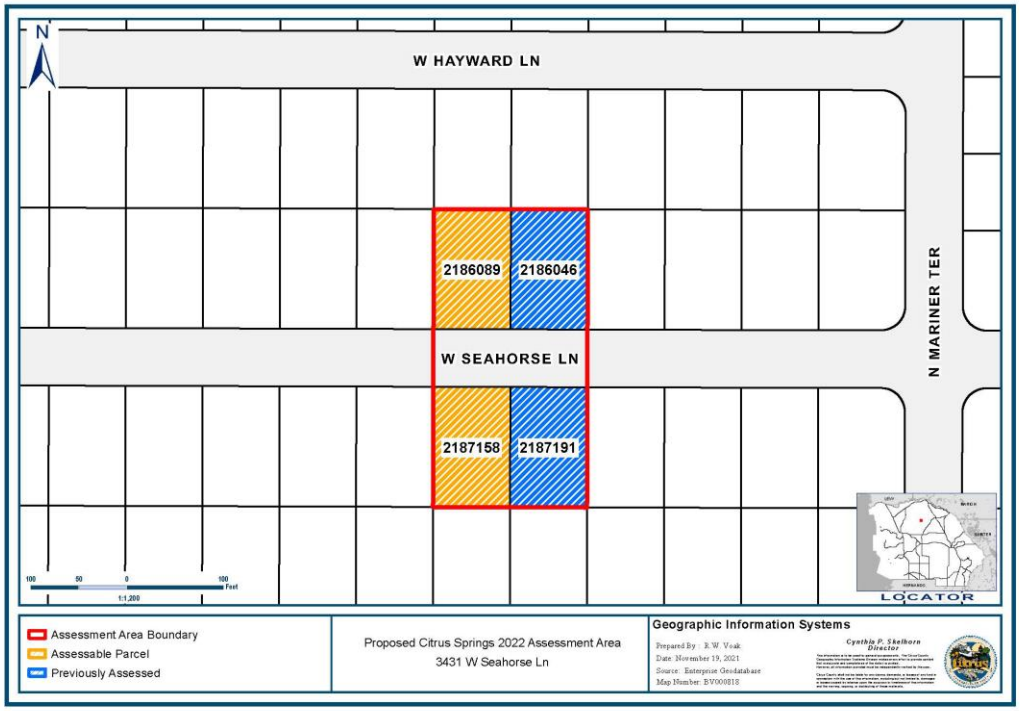


2970 W REDGATE DRIVE

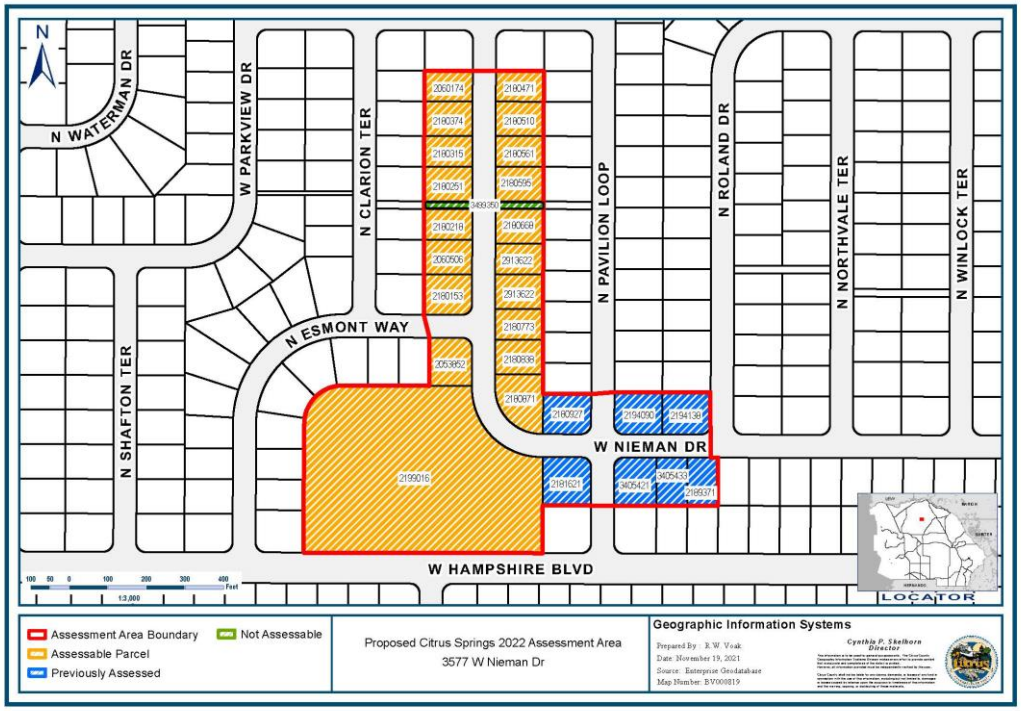


Attachment: 6c Supporting Documents REV (20375 : Proposed Citrus Springs 2022 Assessment Area)

3431 W SEAHORSE LANE

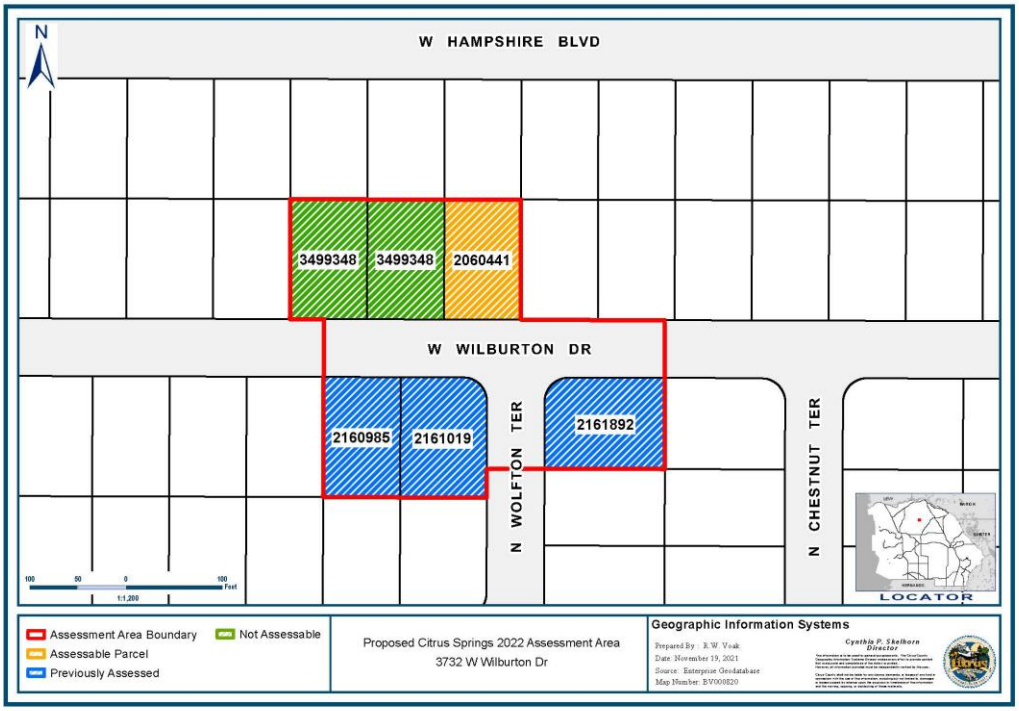


3577 W NIEMAN DRIVE

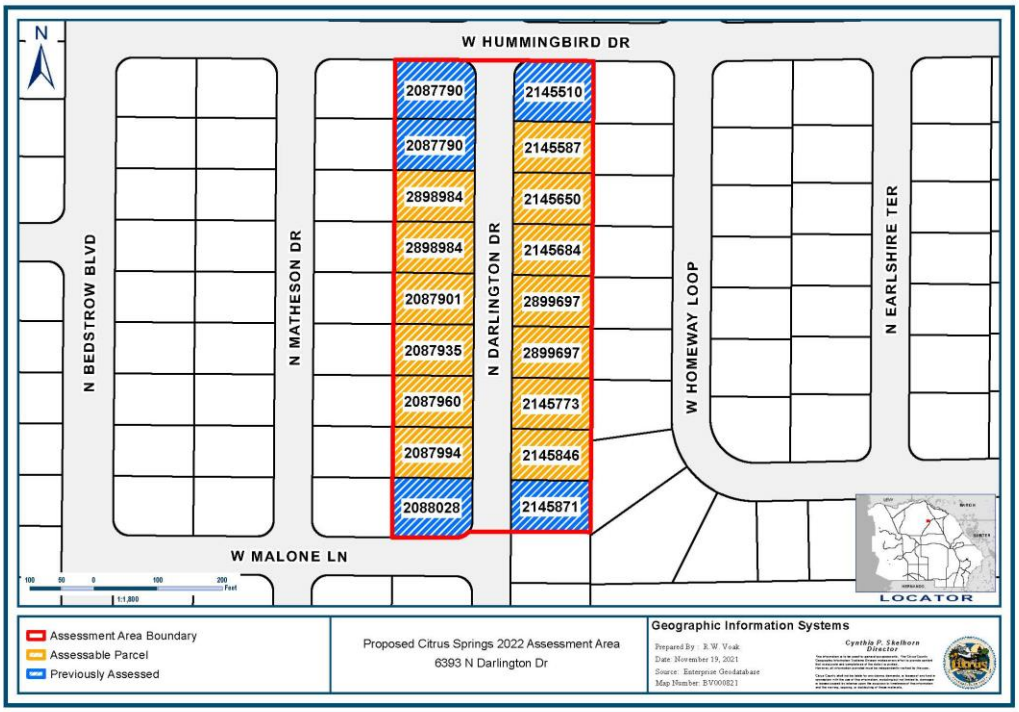


Attachment: 6c Supporting Documents REV (20375 : Proposed Citrus Springs 2022 Assessment Area)

3732 W WILBURTON DRIVE

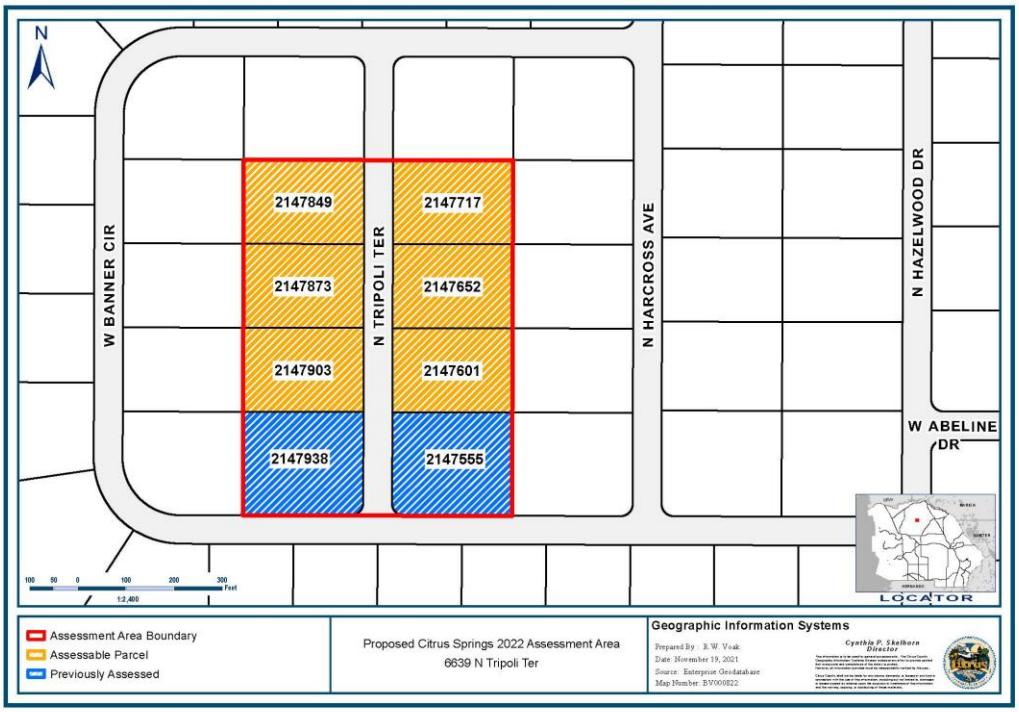


6393 N DARLINGTON DRIVE



Attachment: 6c Supporting Documents REV (20375 : Proposed Citrus Springs 2022 Assessment Area)

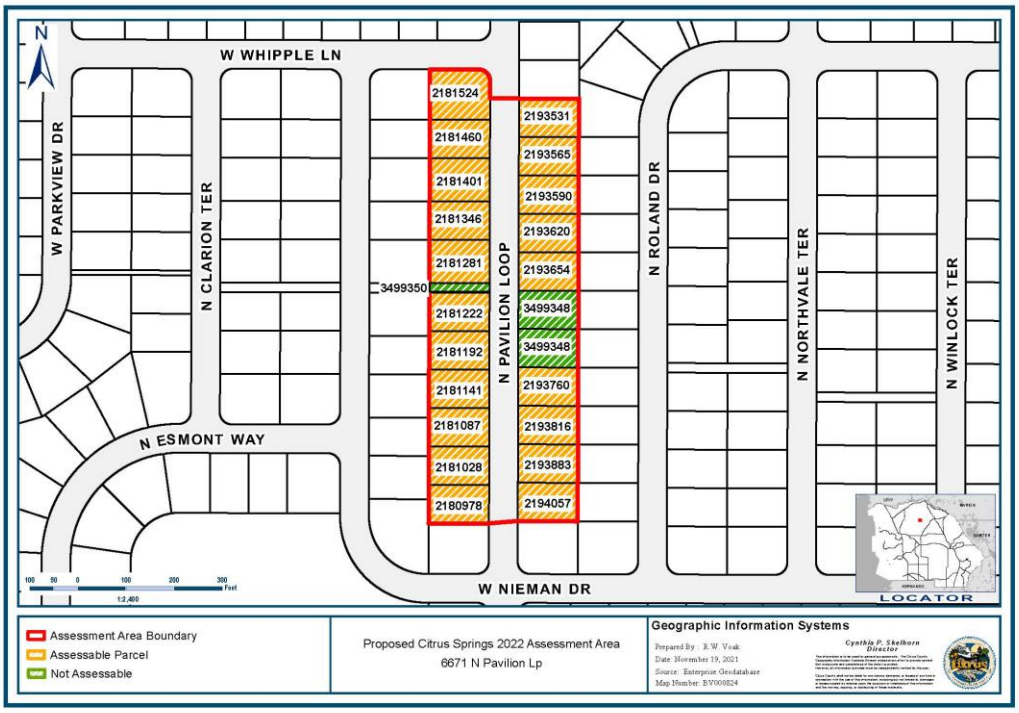
6639 N TRIPOLI TER



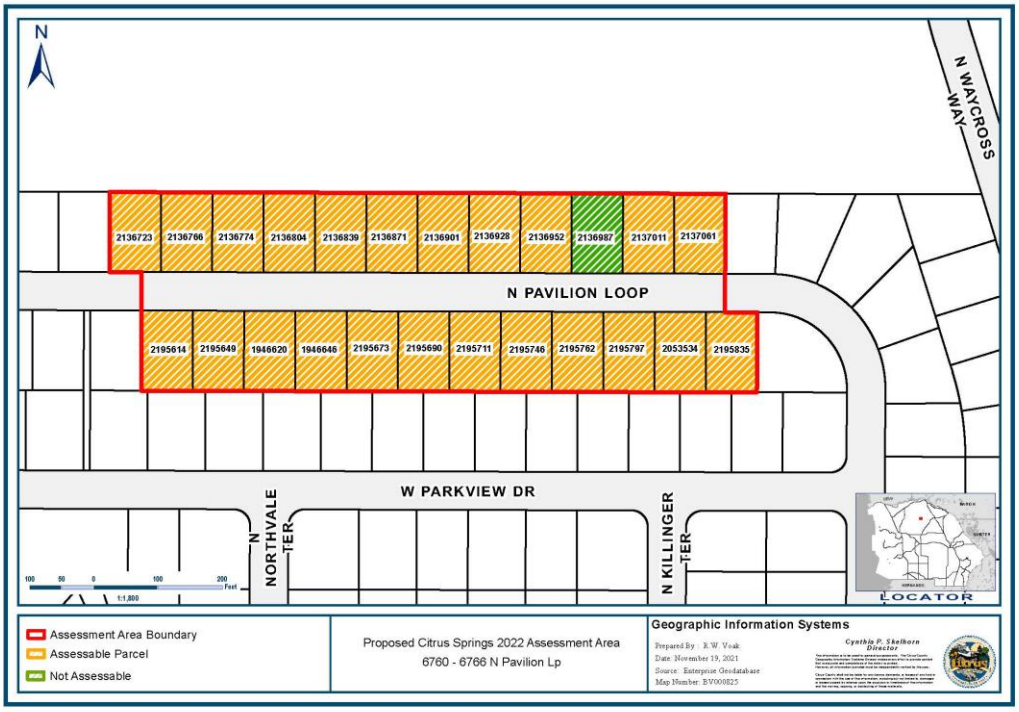
6670 N BEDSTROW BOULEVARD

Attachment: 6c Supporting Documents REV (20375 : Proposed Citrus Springs 2022 Assessment Area)

6671 N PAVILION LOOP

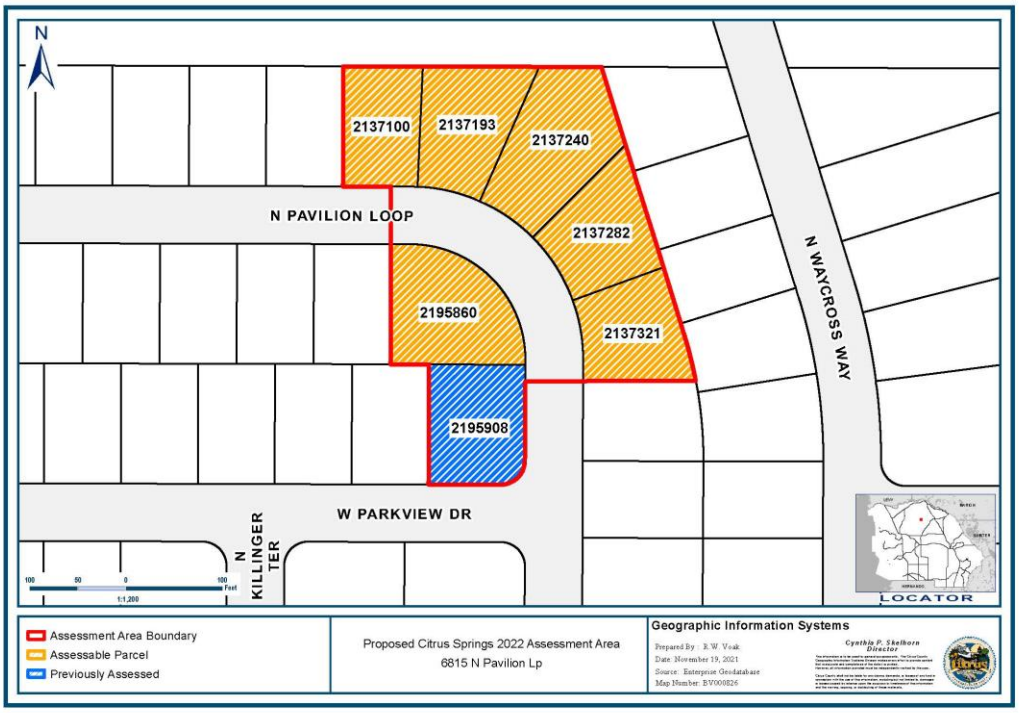


6760 – 6766 N PAVILION LOOP

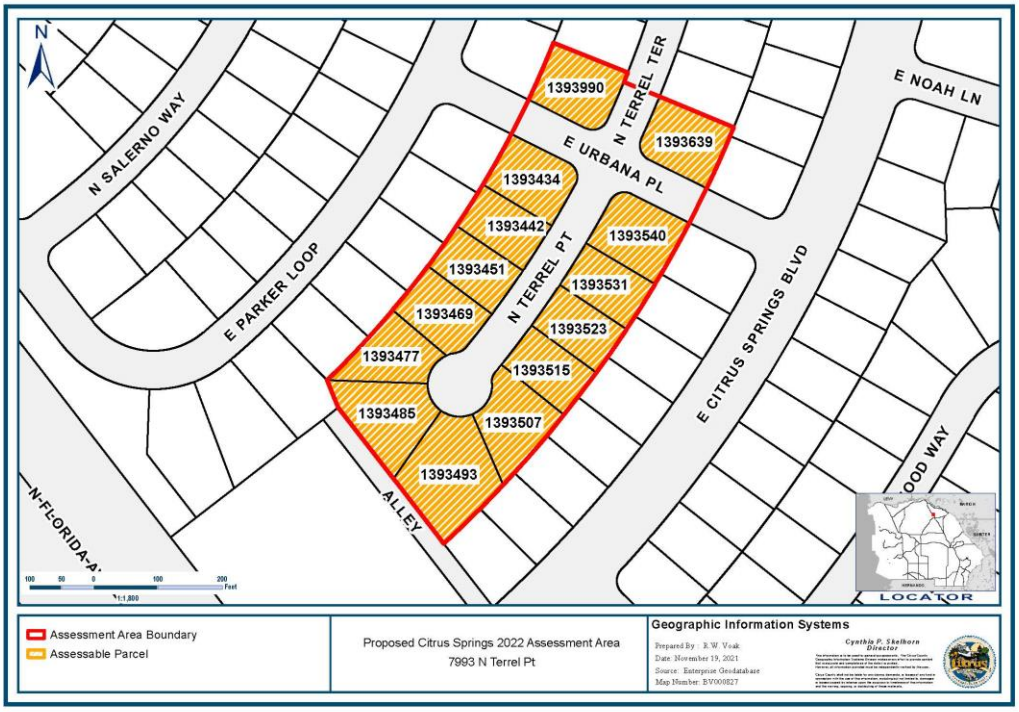


Attachment: 6c Supporting Documents REV (20375 : Proposed Citrus Springs 2022 Assessment Area)

6815 N PAVILION LOOP

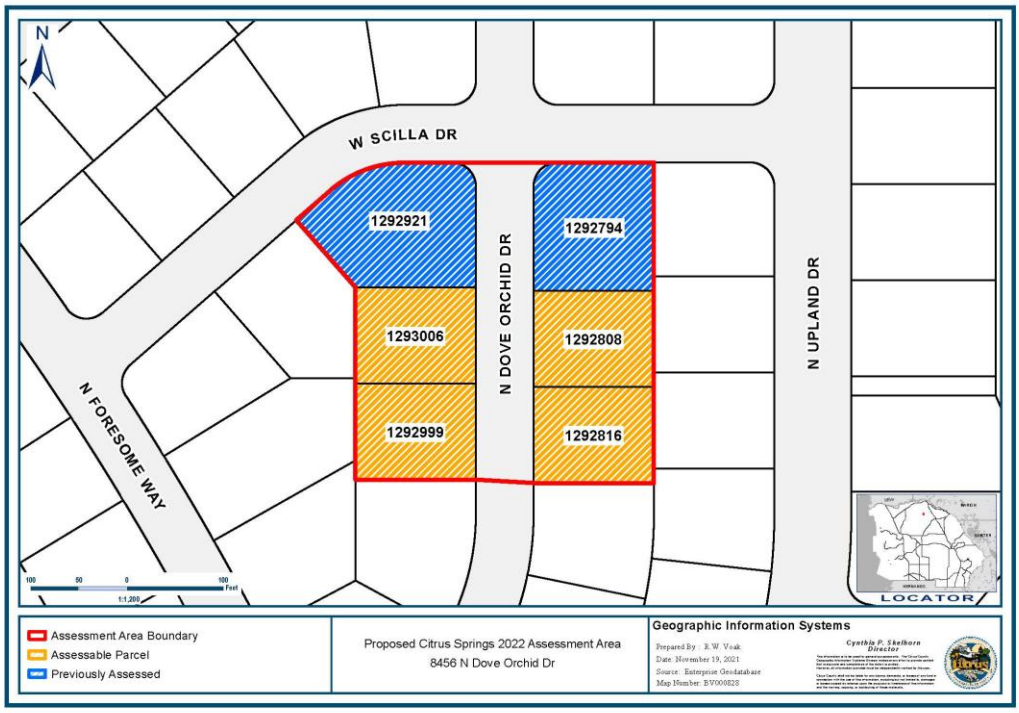


7993 N TERREL POINT

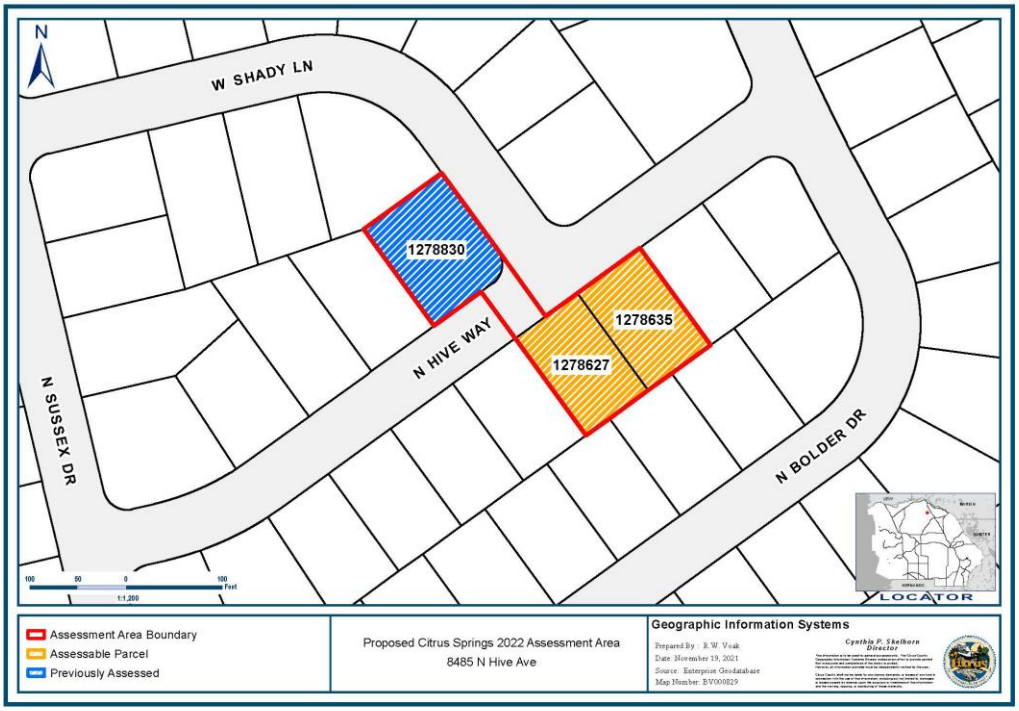


Attachment: 6c Supporting Documents REV (20375 : Proposed Citrus Springs 2022 Assessment Area)

8456 N DOVE ORCHID DRIVE



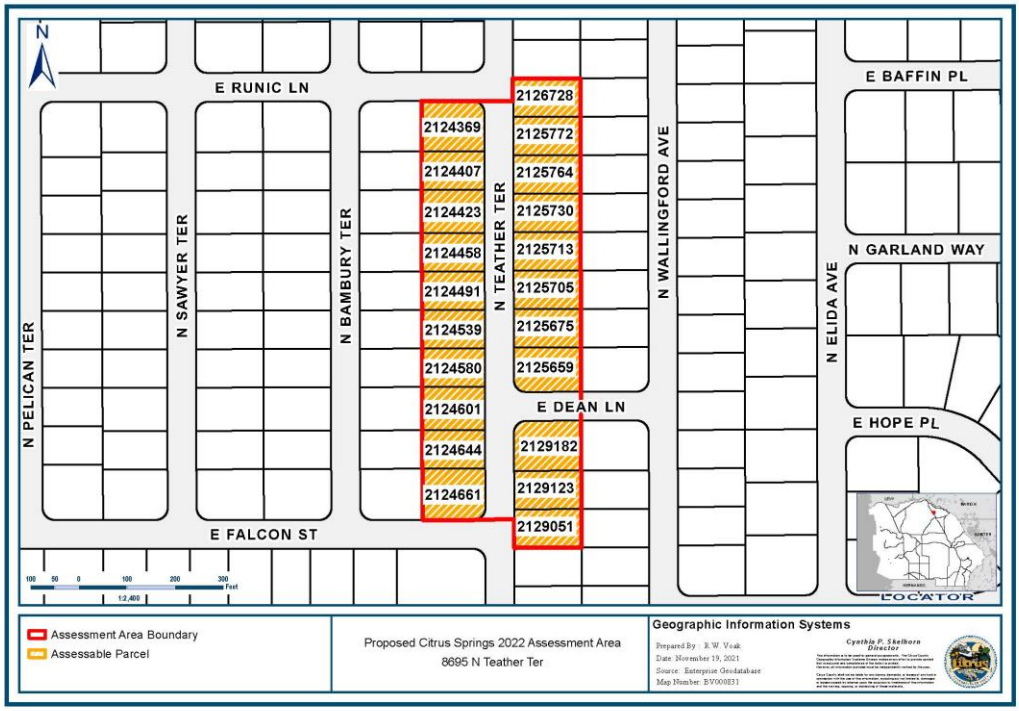
8485 N HIVE AVENUE



Attachment: 6c Supporting Documents REV (20375 : Proposed Citrus Springs 2022 Assessment Area)

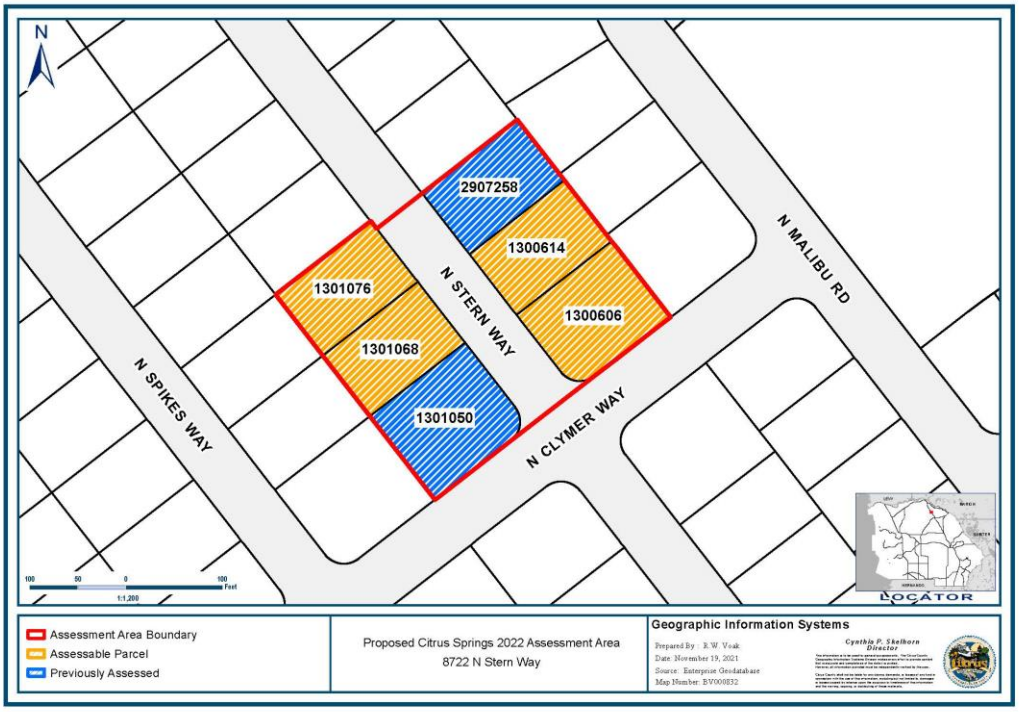
8517 N MUELLER WAY

8695 N TEATHER TERRACE

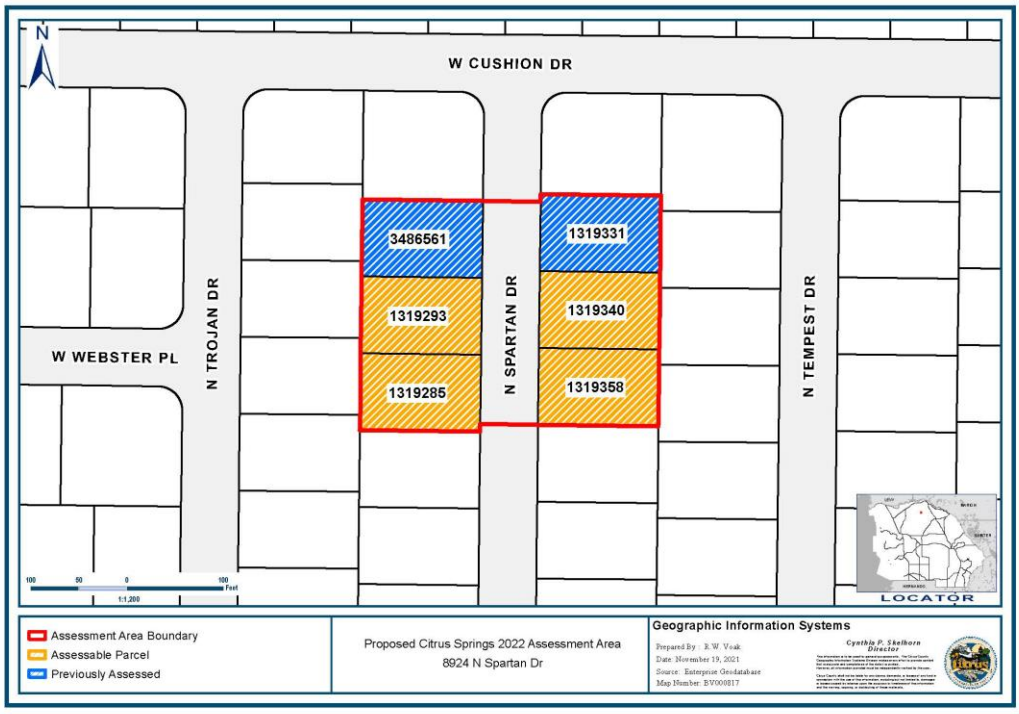


Attachment: 6c Supporting Documents REV (20375 : Proposed Citrus Springs 2022 Assessment Area)

8722 N STERN WAY

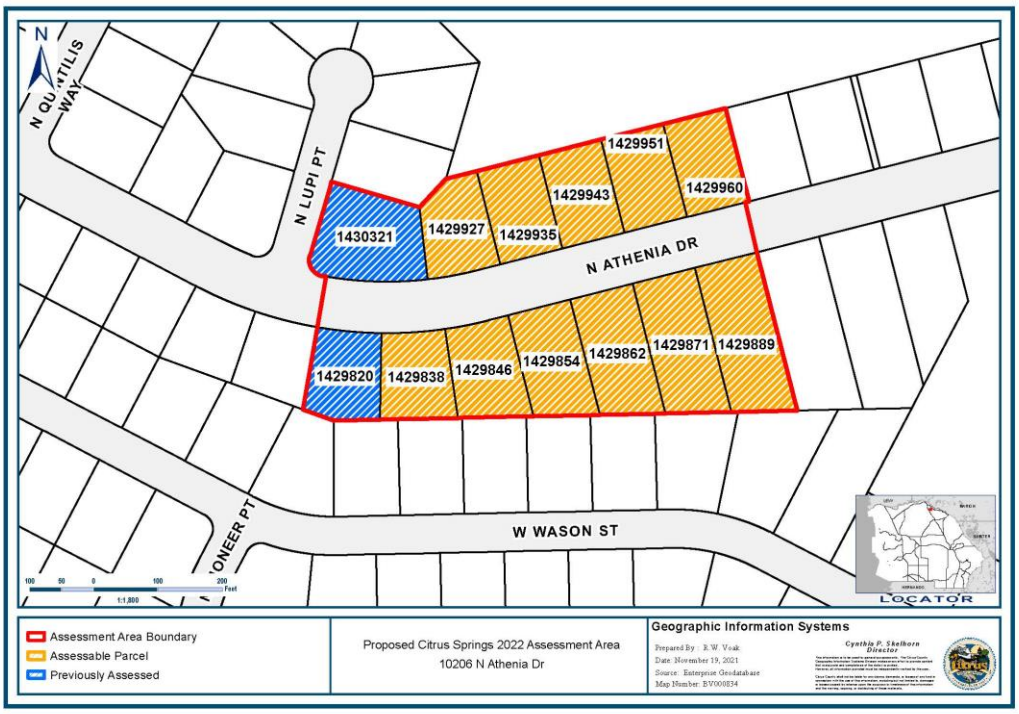


8924 N SPARTAN DRIVE



Attachment: 6c Supporting Documents REV (20375 : Proposed Citrus Springs 2022 Assessment Area)

10206 N ATHENIA DRIVE



CITRUS COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

Attachment: 6c Supporting Documents REV (20375 : Proposed Citrus Springs 2022 Assessment Area)

APPENDIX C

FORM OF NOTICE TO BE MAILED

Attachment: 6c Supporting Documents REV (20375 : Proposed Citrus Springs 2022 Assessment Area)

APPENDIX C

FORM OF NOTICE TO BE MAILED

Citrus County Land Section
3600 West Sovereign Path, Suite 205
Lecanto, Florida 34461

CITRUS COUNTY, FLORIDA

NOTICE OF HEARING TO IMPOSE AND PROVIDE FOR COLLECTION OF NON-AD VALOREM ASSESSMENTS

NOTICE DATE: July 5, 2022

«ADDR1»
«ADDR2
«ADDR3»
«City» <State> <Zip>

Ak# <<ALTKEY>>
Parcel Tax ID: «PID»
Legal: <Legal_128>

*** * * * * NOTICE TO PROPERTY OWNER * * * * ***

An assessment area is being created to provide potable water service to your property through the Citrus County Utilities Department. Water Distribution Facilities have been constructed along portions of West Charming Place, East Abend Drive, McNeal Drive, West Wavecrest Drive, West Redgate Drive, West Seahorse Lane, West Nieman Drive, West Wilburton Drive, North Darlington Drive, North Tripoli Terrace, North Bedstrow Blvd, N Pavillion Loop, North Terrel Point, North Dove Orchid Drive, North Hive Avenue, North Mueller Way, North Teather Terrace, North Stern Way, North Spartan Drive and North Athenia Drive. to provide these services. The cost of these facilities will be funded by assessments against the property to be served. Each lot will be assigned one assessment unit. The assessment for each parcel of property is based on the number of assigned Lots. A more specific description of the assessment program is set forth in the Initial Assessment Resolution adopted by the Board of County Commissioners on June 14, 2022. Copies of the Initial Assessment Resolution, Chapter 86 of the Citrus County Code, and the preliminary Assessment Roll are available for your review at the office of the Board of County Commissioners Administrative Office, Room 232, located at the Citrus County Courthouse, 110 North Apopka Avenue, Inverness, Florida, and the Land Section Office, located at 3600 W. Sovereign Path, Suite 205, Lecanto, Florida, between the hours of 8:30 a.m. and 4:30 p.m., Monday through Friday. Information regarding the assessment for your specific property, including the number of Lots, is attached to this letter.

The County intends to use an internal loan to finance this project. This will permit the cost attributable to your property to be amortized over a period of not to exceed fifteen (15) years. However, you may choose to prepay your assessment in full (initial prepayment amount is $1,560.47 per Lot) and avoid the additional annual collection and administrative costs and future interest. Please do not send payment now. If the assessments are imposed, you will receive a separate notice of the date and place for payment.

Attachment: 6c Supporting Documents REV (20375 : Proposed Citrus Springs 2022 Assessment Area)

The annual assessment will include your share of the principal, interest and collection costs. The maximum annual assessment is estimated to be $167.90 per Lot. The total annual assessment revenue to be collected within the Proposed Citrus Springs 2022 Assessment Area for the Fiscal Year beginning October 1, 2022, is estimated to be $32,750.50. The County intends to include annual assessments on your ad valorem tax bill. Failure to pay your assessments will cause a tax certificate to be issued against the property which may result in a loss of title.

Please note that the amount per assessment unit does not include payment of utility connection fees, plumbing cost to connect existing residences to the connection point in the road right-of-way or the cost to decommission the existing septic system.

The Board of County Commissioners will hold a public hearing at 1:30 p.m.., or as soon thereafter as the matter can be heard, on July 26, 2022, in Room 100 of the Citrus County Courthouse, 110 North Apopka Avenue, Inverness, Florida, for the purpose of receiving public comment on the Proposed Citrus Springs 2022 Assessment Area, the special assessments, and their collection on the ad valorem tax bill. All affected property owners have a right to appear at the hearing and to file written objections with the Board within 20 days of this notice. If you decide to appeal any decision made by the Board with respect to any matter considered at the hearing, you will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made.

In accordance with the Americans with Disabilities Act, persons requiring reasonable accommodation at this meeting because of a disability or physical impairment should contact the County Administrator's Office, 3600 W. Sovereign Path, Suite 267, Lecanto, FL 34461, (352) 527-5210, at least two days before the meeting. If you are hearing or speech impaired, dial 7-1-1, 1-800-955-8771 (TTY) or 1-800-955-8770 (v), via Florida Relay Service. Si necesita un traductor de español por favor haga arreglos con el Condado dentro de los dos días de la notificación de la publicación a 352-527-5370. English Translation: (If you need a Spanish Translator, please make arrangements with the County by telephone within two days of the publication notice at 352-527-5370).

If you have any questions, please contact the Land Section Office at (352) 527-5458, Monday through Friday between 8:30 a.m. and 4:30 p.m.

CITRUS COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

Attachment: 6c Supporting Documents REV (20375 : Proposed Citrus Springs 2022 Assessment Area)

*** * * * * SEND NO MONEY NOW. THIS IS NOT AN INVOICE * * * * ***

PROPOSED CITRUS SPRINGS 2022 ASSESSMENT AREA

[Property Owner Name]	[Insert Name]
Parcel ID Number	[Insert Number]
Parcel Alternate Key Number:	[Insert Number]
Total number of Lots attributed to property:	[Insert Number]
Assessment Cost per Lot:	[Insert Amount]
Initial prepayment amount:	[Insert Amount]
Number of annual payments:	not to exceed 15
Annual payment amount per Lot:	[Insert Amount]
Maximum annual payment:	[Insert Amount]
Expected date of first bill:	November 2022
Total amount of annual payments:	[Insert Amount]
Expected date of last bill:	November 2036

*** * * * * SEND NO MONEY NOW. THIS IS NOT AN INVOICE * * * * ***

Attachment: 6c Supporting Documents REV (20375 : Proposed Citrus Springs 2022 Assessment Area)

APPENDIX D

ASSESSMENT ROLL

Attachment: 6c Supporting Documents REV (20375 : Proposed Citrus Springs 2022 Assessment Area)

APPENDIX D

PROPOSED CITRUS SPRINGS 2022 ASSESSMENT AREA
PRELIMINARY ASSESSMENT ROLL

THE ESTIMATED MAXIMUM ANNUAL ASSESSMENT TO BECOME DUE IN ANY FISCAL YEAR FOR EACH AU IS $167.90

OWNER'S NAME	ALT KEY	PARCEL ID	QUANTITY LOTS/AU	PREPAYMENT AMOUNT	MAX ANNUAL ASSESSMENT
A AND J REHAB LLC	2180218	18E17S100220 15630 0110	1	$1,560.47	$167.90
AJODHA ANNETTE	2147849	18E17S100220 15360 0020	1	$1,560.47	$167.90
AJODHA ANNETTE	2147873	18E17S100220 15360 0030	1	$1,560.47	$167.90
AKKAYA MEHMET H	1393434	18E17S100150 11500 0090	1	$1,560.47	$167.90
ALTIDOR MONFORT	2140682	18E17S100230 17490 0190	1	$1,560.47	$167.90
AMERICAN ESTATE AND TRUST LEWIS NYDIA IRA	1292816	18E17S100040 04440 0030	1	$1,560.47	$167.90
ARANGIO THERESA L THERESA L ARANGIO REVOCABLE TR DATED DECEMBER 20 2011	2180871	18E17S100220 15640 0110	1	$1,560.47	$167.90
BAGDASAROV IVAN AMIRKHANIAN MARINA	2129051	18E17S100260 16490 0180	1	$1,560.47	$167.90
BAUTISTA JENNIFER G	2193590	18E17S100220 15790 0070	1	$1,560.47	$167.90
BC HOLDINGS LLC	1429854	18E17S100200 12990 0390	1	$1,560.47	$167.90
BCC PRODUCTIONS CORP	1427886	18E17S100190 12890 0120	1	$1,560.47	$167.90
BCC PRODUCTIONS CORP	2913622	18E17S100220 15640 0070	2	$3,120.94	$335.80
BEIMESCHE GREGORY	2137321	18E17S100220 15260 0250	1	$1,560.47	$167.90
BERKELEY PROPERTIES L L C	2193620	18E17S100220 15790 0080	1	$1,560.47	$167.90
BHUTTA MUHAMMAD ZAFAR	2087960	18E17S100230 17240 0070	1	$1,560.47	$167.90
BLANCHE MICHAEL BLANCHE JANE	2125705	18E17S100260 16480 0150	1	$1,560.47	$167.90
BLUE WAVE INVESTMENTS LLC	2195649	18E17S100220 15800 0060	1	$1,560.47	$167.90
BORSHCHENKO YELENA BEZPALKO VICTORIA, LITVAK FAMILY PLANNING TRUST	2195614	18E17S100220 15800 0050	1	$1,560.47	$167.90
BOSLEY MICHAEL A BOSLEY COLLEEN E	1319358	18E17S100060 05820 0040	1	$1,560.47	$167.90
BROWN JUDITH G	2899697	18E17S100230 17530 0050	2	$3,120.94	$335.80
BUCKEL RANDY MALER MARILYN	1393451	18E17S100150 11500 0110	1	$1,560.47	$167.90
BUCKEL RANDY G MALER MARILYN M	1393485	18E17S100150 11500 0140	1	$1,560.47	$167.90
BUCKEL RANDY G MALER MARILYN M	1393493	18E17S100150 11500 0150	1	$1,560.47	$167.90
BUCKEL RANDY G MALER MARILYN M	1393507	18E17S100150 11500 0160	1	$1,560.47	$167.90
BUCKEL RANDY G MALER MARILYN M	1393515	18E17S100150 11500 0170	1	$1,560.47	$167.90
BUCKEL RANDY G MALER MARILYN M	1393523	18E17S100150 11500 0180	1	$1,560.47	$167.90
BUCKEL RANDY G MALER MARILYN M	1393531	18E17S100150 11500 0190	1	$1,560.47	$167.90
BUCKEL RANDY G MALER MARILYN M	1393540	18E17S100150 11500 0200	1	$1,560.47	$167.90
BUOY 10 LLC	2193760	18E17S100220 15790 0120	1	$1,560.47	$167.90
CACERES LUIS EMILIO EL MONTE TOWNHOUSES	2137193	18E17S100220 15260 0220	1	$1,560.47	$167.90
CADW PROPERTIES LLC	2195711	18E17S100220 15800 0110	1	$1,560.47	$167.90
CARELSY REALTY LLC	2124601	18E17S100260 16470 0080	1	$1,560.47	$167.90
CHAGANI FEROZ	1429862	18E17S100200 12990 0400	1	$1,560.47	$167.90
CHAGANI FEROZ A CHAGANI AAMIR A	2133651	18E17S100220 15250 0230	1	$1,560.47	$167.90
CHAN MARY # 1	1429927	18E17S100200 13000 0010	1	$1,560.47	$167.90

Attachment: 6c Supporting Documents REV (20375 : Proposed Citrus Springs 2022 Assessment Area)

APPENDIX D

PROPOSED CITRUS SPRINGS 2022 ASSESSMENT AREA
PRELIMINARY ASSESSMENT ROLL

THE ESTIMATED MAXIMUM ANNUAL ASSESSMENT TO BECOME DUE IN ANY FISCAL YEAR FOR EACH AU IS $167.90

OWNER'S NAME	ALT KEY	PARCEL ID	QUANTITY LOTS/AU	PREPAYMENT AMOUNT	MAX ANNUAL ASSESSMENT
CHO HSIEN HSUEH CHO HSIEN SHENG	2180315	18E17S100220 15630 0130	1	$1,560.47	$167.90
CITRUS SPRINGS VENTURES CORP	2133228	18E17S100220 15250 0160	1	$1,560.47	$167.90
CITRUS SPRINGS VENTURES CORP	2133694	18E17S100220 15250 0240	1	$1,560.47	$167.90
CORAL WAY 82 LIMITED	1274117	18E17S100040 03430 0070	1	$1,560.47	$167.90
CORTES JORGE NUNEZ	2133180	18E17S100220 15250 0150	1	$1,560.47	$167.90
COZART STEVEN A	1292999	18E17S100040 04450 0080	1	$1,560.47	$167.90
CUADERNO MERLE BALLESTEROS	2124580	18E17S100260 16470 0070	1	$1,560.47	$167.90
DACOSTA JUSTIN	2195746	18E17S100220 15800 0120	1	$1,560.47	$167.90
DAVID CHERMAIN ATTN NEW VISTA PROPERTIES	2124644	18E17S100260 16470 0090	1	$1,560.47	$167.90
DAVIS JUSTIN RICHARD CHARLES	2180838	18E17S100220 15640 0100	1	$1,560.47	$167.90
DE CASTRO JOSEFA ANTONIA URBIN CASTRO ANTONIA, PEREZ JOSANET	2126728	18E17S100260 16480 0200	1	$1,560.47	$167.90
DE LA PAZ DEOGRACIAS CORDOVA I	2195673	18E17S100220 15800 0090	1	$1,560.47	$167.90
DE LA PAZ JAMES STEVEN CORDOVA	2195690	18E17S100220 15800 0100	1	$1,560.47	$167.90
DEFFER GRACE P	2124661	18E17S100260 16470 0100	1	$1,560.47	$167.90
DELTONA CORPORATION	1300614	18E17S100050 04900 0020	1	$1,560.47	$167.90
DELTONA CORPORATION	2124369	18E17S100260 16470 0010	1	$1,560.47	$167.90
DELTONA CORPORATION	2124407	18E17S100260 16470 0020	1	$1,560.47	$167.90
DELTONA CORPORATION	2136839	18E17S100220 15260 0130	1	$1,560.47	$167.90
DELTONA CORPORATION	2136871	18E17S100220 15260 0140	1	$1,560.47	$167.90
DELTONA CORPORATION	2136928	18E17S100220 15260 0160	1	$1,560.47	$167.90
DELTONA CORPORATION	2181460	18E17S100220 15640 0220	1	$1,560.47	$167.90
DELTONA CORPORATION	2181524	18E17S100220 15640 0230	1	$1,560.47	$167.90
DELTONA CORPORATION	2195860	18E17S100220 15800 0170	1	$1,560.47	$167.90
DELTONA CORPORATION	2196688	18E17S100220 16060 0060	1	$1,560.47	$167.90
DELTONA CORPORATION	2196785	18E17S100220 16060 0120	1	$1,560.47	$167.90
DELTONA CORPORATION	2196815	18E17S100220 16060 0130	1	$1,560.47	$167.90
DELTONA CORPORATION	2199016	18E17S100220 00B0	1	$1,560.47	$167.90
DESRAVINES WILLIAM DESRAVINES KATE	2145846	18E17S100230 17530 0080	1	$1,560.47	$167.90
DIKIY PYOTR S	2125730	18E17S100260 16480 0170	1	$1,560.47	$167.90
DIMARCO DARLENE DIMARCO DENISE, DIMARCO THOMAS	1393477	18E17S100150 11500 0130	1	$1,560.47	$167.90
DOANE F JEAN DOANE FAMILY PROTECTION TRUST NOVEMBER 10 2016	2194057	18E17S100220 15790 0150	1	$1,560.47	$167.90
DOMINGUES SILVINO FERNANDES FERNANDO C	2181401	18E17S100220 15640 0210	1	$1,560.47	$167.90
DOWLER GLENN DOWLER SHANNON	2087994	18E17S100230 17240 0080	1	$1,560.47	$167.90
DRISDALE CLIFTON DRISDALE MILLICENT	1319293	18E17S100060 05810 0330	1	$1,560.47	$167.90
DUNKLEY LILIETH & EVELYN BEAN	2125659	18E17S100260 16480 0130	1	$1,560.47	$167.90
EDEN INVESTMENTS PROPERTIES LI	1274125	18E17S100040 03430 0080	1	$1,560.47	$167.90

Attachment: 6c Supporting Documents REV (20375 : Proposed Citrus Springs 2022 Assessment Area)

APPENDIX D

PROPOSED CITRUS SPRINGS 2022 ASSESSMENT AREA
PRELIMINARY ASSESSMENT ROLL

THE ESTIMATED MAXIMUM ANNUAL ASSESSMENT TO BECOME DUE IN ANY FISCAL YEAR FOR EACH AU IS $167.90

OWNER'S NAME	ALT KEY	PARCEL ID	QUANTITY LOTS/AU	PREPAYMENT AMOUNT	MAX ANNUAL ASSESSMENT
ELDER JAKOB	2180471	18E17S100220 15640 0020	1	$1,560.47	$167.90
EMPIRE CONSTRUCTION MANAGEMENT	1427991	18E17S100190 12900 0040	1	$1,560.47	$167.90
EMPIRE CONSTRUCTION MANAGEMENT	1428009	18E17S100190 12900 0050	1	$1,560.47	$167.90
EMPIRE CONSTRUCTION MANAGEMENT	1428017	18E17S100190 12900 0060	1	$1,560.47	$167.90
ERISCAR BRECHELIN PHEDLINE FRANCOIS	2180668	18E17S100220 15640 0060	1	$1,560.47	$167.90
ET 2 LP	2137282	18E17S100220 15260 0240	1	$1,560.47	$167.90
ET 2 LP	2196661	18E17S100220 16060 0050	1	$1,560.47	$167.90
EXAVIER DADLYNN EXAVIER LUCSIANES	1946620	18E17S100220 15800 0070	1	$1,560.47	$167.90
F AND F CITRUS SPRINGS LLC	2060751	18E17S100220 16060 0100	1	$1,560.47	$167.90
F AND F CITRUS SPRINGS LLC	2060760	18E17S100220 16060 0110	1	$1,560.47	$167.90
FAGAN ZACK FAGAN BRIDGETT	3525238	18E17S100190 12890 0010	2	$3,120.94	$335.80
FAMULETTE GEORGE M	1427975	18E17S100190 12900 0020	1	$1,560.47	$167.90
FGH ENTERPRISES LLC	1297834	18E17S100050 04680 0080	1	$1,560.47	$167.90
FLORIDA LAND GROUP LLC	2180153	18E17S100220 15630 0090	1	$1,560.47	$167.90
FOLEY LAWRENCE T FOLEY MARILYN A, FOLEY TRUST DATED JULY 10 2017	2193565	18E17S100220 15790 0060	1	$1,560.47	$167.90
FOURTY FOUR ASSOCIATES LLC	2195762	18E17S100220 15800 0130	1	$1,560.47	$167.90
FRATTASIO ALFRED P FRATTASIO DONNA M	2136766	18E17S100220 15260 0100	1	$1,560.47	$167.90
FREEHAFER JOHN	1429943	18E17S100200 13000 0030	1	$1,560.47	$167.90
FREENY HOMER M FREENY PATRICIA G	2196700	18E17S100220 16060 0070	1	$1,560.47	$167.90
GARCIA EDUARDO	2137100	18E17S100220 15260 0210	1	$1,560.47	$167.90
GARCIA YVAN LOPEZ ROSA	2124539	18E17S100260 16470 0060	1	$1,560.47	$167.90
GLEASON BRITTANY WEST LEVI	2139803	18E17S100230 17480 0010	1	$1,560.47	$167.90
GONZALES MABEL	2180510	18E17S100220 15640 0030	1	$1,560.47	$167.90
GRANT REGINALD JOSEPH	2180978	18E17S100220 15640 0130	1	$1,560.47	$167.90
GREAT FLORIDA LANDS LLC	2125675	18E17S100260 16480 0140	1	$1,560.47	$167.90
GREGORY PAUL R	2077964	18E17S100230 17070 0210	1	$1,560.47	$167.90
HALL SONJA	2053852	18E17S100220 15510 0010	1	$1,560.47	$167.90
HARRIS KAREN L HARRIS HUGH DICK	1429846	18E17S100200 12990 0380	1	$1,560.47	$167.90
HERNANDEZ LILIANA MARIA	1427916	18E17S100190 12890 0150	1	$1,560.47	$167.90
HOMES BY ANNDAVID INC	2125772	18E17S100260 16480 0190	1	$1,560.47	$167.90
HOWELL JOYCE ANN	1946646	18E17S100220 15800 0080	1	$1,560.47	$167.90
HSIEH I CHENG	2180251	18E17S100220 15630 0120	1	$1,560.47	$167.90
INSETTA JOHN & LINDA	1393990	18E17S100150 11520 0170	1	$1,560.47	$167.90
JACKSON STEVEN T	1278627	18E17S100040 03650 0070	1	$1,560.47	$167.90
JEFFREY JEAN CAROL	2136952	18E17S100220 15260 0170	1	$1,560.47	$167.90
JONES R TODD	2087901	18E17S100230 17240 0050	1	$1,560.47	$167.90
JUST A DREAM INC	1301068	18E17S100050 04910 0140	1	$1,560.47	$167.90

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APPENDIX D

PROPOSED CITRUS SPRINGS 2022 ASSESSMENT AREA
PRELIMINARY ASSESSMENT ROLL

THE ESTIMATED MAXIMUM ANNUAL ASSESSMENT TO BECOME DUE IN ANY FISCAL YEAR FOR EACH AU IS $167.90

OWNER'S NAME	ALT KEY	PARCEL ID	QUANTITY LOTS/AU	PREPAYMENT AMOUNT	MAX ANNUAL ASSESSMENT
K AND D ADVENTURES LLC	2133538	18E17S100220 15250 0210	1	$1,560.47	$167.90
K AND D ADVENTURES LLC	2133597	18E17S100220 15250 0220	1	$1,560.47	$167.90
KAMLOT-WRIGHT DEBORAH JEAN	2193531	18E17S100220 15790 0050	1	$1,560.47	$167.90
KEELER SPENCER	2124458	18E17S100260 16470 0040	1	$1,560.47	$167.90
KELLEY RONALD J	1393442	18E17S100150 11500 0100	1	$1,560.47	$167.90
KING MELINDA ANN	2137240	18E17S100220 15260 0230	1	$1,560.47	$167.90
KLAMSON NICK & HELEN	2129123	18E17S100260 16490 0190	1	$1,560.47	$167.90
KLAMSON NICK & HELEN	2129182	18E17S100260 16490 0200	1	$1,560.47	$167.90
KOLEN GENE KOLEN CATHERINE	2193883	18E17S100220 15790 0140	1	$1,560.47	$167.90
KRT SOLUTIONS LLC	2139889	18E17S100230 17480 0020	1	$1,560.47	$167.90
KRT SOLUTIONS LLC	2140755	18E17S100230 17490 0210	1	$1,560.47	$167.90
KRUPA LAWRENCE & JEAN CO TRUSTEES STE 2 PMB 283	2181141	18E17S100220 15640 0160	1	$1,560.47	$167.90
LAMPASONA MAGGIE LAMPASONA BRENDAN	1429889	18E17S100200 12990 0420	1	$1,560.47	$167.90
LANG LAURA	2060174	18E17S100220 15630 0150	1	$1,560.47	$167.90
LAVIOLETTE MARK R LAVIOLETTE ALICE M	2136804	18E17S100220 15260 0120	1	$1,560.47	$167.90
LUKE JAKE	2125764	18E17S100260 16480 0180	1	$1,560.47	$167.90
MAC INVESTMENT GROUP INC	3466963	18E17S100220 16060 0080	1	$1,560.47	$167.90
MARRERO IRVING MEDINA NOAMY	2180374	18E17S100220 15630 0140	1	$1,560.47	$167.90
MARTINEZ JUAN CORTES	2193816	18E17S100220 15790 0130	1	$1,560.47	$167.90
MAYDEN ALEXANDER	2181222	18E17S100220 15640 0180	1	$1,560.47	$167.90
MAZZARELLA NICHOLAS J & LOIS M	1428025	18E17S100190 12900 0070	1	$1,560.47	$167.90
MC DONALD FRANCIS J & FREIDA	1427983	18E17S100190 12900 0030	1	$1,560.47	$167.90
MC PHERSON ELLIS JR & SOPHIA E	1273978	18E17S100040 03420 0110	1	$1,560.47	$167.90
MCCALLUM THOMAS N MCCALLUM DARLENE H	3525305	18E17S100220 15350 0070	3	$4,681.41	$503.71
MCGUIRE EUGENE M	1429838	18E17S100200 12990 0370	1	$1,560.47	$167.90
METHE RICHARD E METHE PATRICIA A	1427908	18E17S100190 12890 0140	1	$1,560.47	$167.90
MILIDANTRI MARK KISH KELLY ZIMBRO	2186089	18E17S100220 15680 0210	1	$1,560.47	$167.90
MILLER GERALD	2181087	18E17S100220 15640 0150	1	$1,560.47	$167.90
MILLER JOCELYN T	2145650	18E17S100230 17530 0030	1	$1,560.47	$167.90
MILRUD ANNA	2133392	18E17S100220 15250 0190	1	$1,560.47	$167.90
MINKOWSKI CHESTER TRUSTEE & IRENE M MINKOWSKI TRUSTEE	2125713	18E17S100260 16480 0160	1	$1,560.47	$167.90
MONSOUR NEAL J	2195797	18E17S100220 15800 0140	1	$1,560.47	$167.90
MOORE RONALD J JR & JOICELYN R	2124423	18E17S100260 16470 0030	1	$1,560.47	$167.90
MUFTIU JULIETA	2060506	18E17S100220 15630 0100	1	$1,560.47	$167.90
NIEVES HERMINIO JR	1278635	18E17S100040 03650 0080	1	$1,560.47	$167.90
NOVERIERE VITTORIO NOVELLIERE LIZBETH	2193654	18E17S100220 15790 0090	1	$1,560.47	$167.90

Attachment: 6c Supporting Documents REV (20375 : Proposed Citrus Springs 2022 Assessment Area)

APPENDIX D

PROPOSED CITRUS SPRINGS 2022 ASSESSMENT AREA
PRELIMINARY ASSESSMENT ROLL

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OWNER'S NAME	ALT KEY	PARCEL ID	QUANTITY LOTS/AU	PREPAYMENT AMOUNT	MAX ANNUAL ASSESSMENT
OLIVA JACINTO OLIVA NELSON II	2136901	18E17S100220 15260 0150	1	$1,560.47	$167.90
PAPRZYCKI REBEKAH	1298148	18E17S100050 04700 0090	1	$1,560.47	$167.90
PAR FLORIDA PROPERTIES LLC	2060441	18E17S100220 15500 0260	1	$1,560.47	$167.90
PATEL PANKAJ & SMRUTI	1427924	18E17S100190 12890 0160	1	$1,560.47	$167.90
PEARSALL NATASHA PEARSALL EVERETT IV	2187158	18E17S100220 15690 0100	1	$1,560.47	$167.90
PETERS GREGORY C	1429871	18E17S100200 12990 0410	1	$1,560.47	$167.90
PICARDI ANTHONY & CARMELA	1393639	18E17S100150 11510 0010	1	$1,560.47	$167.90
POLYAK ALEXANDER & ALLA TRUSTE	2180595	18E17S100220 15640 0050	1	$1,560.47	$167.90
PREUSS DANIEL I & JOAN M PREUSS CO TRUSTEES	2137011	18E17S100220 15260 0190	1	$1,560.47	$167.90
RAM ONE VENTURES LLC	1300606	18E17S100050 04900 0010	1	$1,560.47	$167.90
RAMIREZ ELISA	1428033	18E17S100190 12900 0080	1	$1,560.47	$167.90
REGALSKI MICHAEL RAYMOND	2136774	18E17S100220 15260 0110	1	$1,560.47	$167.90
ROBERTS MELBOURNE & HELEN	2087935	18E17S100230 17240 0060	1	$1,560.47	$167.90
ROBINSON INEZ FRANCO	2145587	18E17S100230 17530 0020	1	$1,560.47	$167.90
ROOF KEVIN	1429951	18E17S100200 13000 0040	1	$1,560.47	$167.90
RUIZ RAYNALDO	2145773	18E17S100230 17530 0070	1	$1,560.47	$167.90
RUSSO PETER RUSSO THOMAS, DRILL MARY ELLEN DO	1427894	18E17S100190 12890 0130	1	$1,560.47	$167.90
SANTUCCI DAVID M & NANCY S	1292808	18E17S100040 04440 0020	1	$1,560.47	$167.90
SCHEETZ WILLIAM M & TAMI LEE	2898984	18E17S100230 17240 0030	2	$3,120.94	$335.80
SEARLE ALAN R TRUSTEE	2137061	18E17S100220 15260 0200	1	$1,560.47	$167.90
SEARLE LARRY R LARRY R SEARLE AMENDED AND RES REVOCABLE LIVING TRUST AGREEME	2079100	18E17S100230 17100 0070	1	$1,560.47	$167.90
SHAH SYED T	2078430	18E17S100230 17090 0010	1	$1,560.47	$167.90
SHILOV MARIA DODIN LEONID	2181192	18E17S100220 15640 0170	1	$1,560.47	$167.90
SINGH JATINDER	2181281	18E17S100220 15640 0190	1	$1,560.47	$167.90
SINGH JATINDER	2181346	18E17S100220 15640 0200	1	$1,560.47	$167.90
SINGH NAIDA	2133333	18E17S100220 15250 0180	1	$1,560.47	$167.90
SOUTHERN IMPRESSION HOMES LLC	1274001	18E17S100040 03420 0140	1	$1,560.47	$167.90
SOUTHERN IMPRESSION HOMES LLC	1274010	18E17S100040 03420 0150	1	$1,560.47	$167.90
STRASSNER CRAIG ALLEN	2195835	18E17S100220 15800 0160	1	$1,560.47	$167.90
SUGARMAN ISADORE & ROSLYN S ATTN CHARLES J SUGARMAN	2053534	18E17S100220 15800 0150	1	$1,560.47	$167.90
TAFISI FILISONUU	1319285	18E17S100060 05810 0320	1	$1,560.47	$167.90
TANAKA GEORGE M & NELLIE M CO TRUSTEES TANAKA LIVING TRUS	1429935	18E17S100200 13000 0020	1	$1,560.47	$167.90
TAVOLARO ALBERT F & SANDRA	1293006	18E17S100040 04450 0090	1	$1,560.47	$167.90
TEXIDOR RITA	2145684	18E17S100230 17530 0040	1	$1,560.47	$167.90
THOMAS BUDDY G & MARY N	2136723	18E17S100220 15260 0090	1	$1,560.47	$167.90

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APPENDIX D

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PRELIMINARY ASSESSMENT ROLL

THE ESTIMATED MAXIMUM ANNUAL ASSESSMENT TO BECOME DUE IN ANY FISCAL YEAR FOR EACH AU IS $167.90

OWNER'S NAME	ALT KEY	PARCEL ID	QUANTITY LOTS/AU	PREPAYMENT AMOUNT	MAX ANNUAL ASSESSMENT
TOWNE DORIS ELLEN ATTN MARK TOWNE	2180773	18E17S100220 15640 0090	1	$1,560.47	$167.90
TSERING LHAKPA	2140721	18E17S100230 17490 0200	1	$1,560.47	$167.90
TULSHI BALBIR & KOWSILLIA	1273986	18E17S100040 03420 0120	1	$1,560.47	$167.90
TULSHI BALBIR & KOWSILLIA	1273994	18E17S100040 03420 0130	1	$1,560.47	$167.90
VAN REGINALD C L % KELLY INTL	2080850	18E17S100230 17130 0010	1	$1,560.47	$167.90
VANMALI DEEPA	2147903	18E17S100220 15360 0040	1	$1,560.47	$167.90
VELAZQUEZ CHRISTIAN	1301076	18E17S100050 04910 0150	1	$1,560.47	$167.90
VON KESSEL ROBIN A	1393469	18E17S100150 11500 0120	1	$1,560.47	$167.90
WAGER ROBERT L JR & ROBERTA L	1319340	18E17S100060 05820 0030	1	$1,560.47	$167.90
WILSON GEORGE A & KITTY M	1429960	18E17S100200 13000 0050	1	$1,560.47	$167.90
WILSON MARK LEE WILSON KAREN LYNN	2133287	18E17S100220 15250 0170	1	$1,560.47	$167.90
WINDER VI LLC	2124491	18E17S100260 16470 0050	1	$1,560.47	$167.90
WJHFL LLC	2133473	18E17S100220 15250 0200	1	$1,560.47	$167.90
WJHFL LLC	2181028	18E17S100220 15640 0140	1	$1,560.47	$167.90
WOODRUFF JOHN WOODRUFF IRENE	2180561	18E17S100220 15640 0040	1	$1,560.47	$167.90
WP RE VENTURES 1 LLC	2080876	18E17S100230 17130 0020	1	$1,560.47	$167.90

195 Records

Attachment: 6c Supporting Documents REV (20375 : Proposed Citrus Springs 2022 Assessment Area)

AGENDA MEMORANDUM

FROM:	Ken Cheek, Director, Water Resources Department
SUBJECT:	Beverly Hills Municipal Service Benefit Unit
AGENDA DATE:	**June 14, 2022**

BRIEF OVERVIEW:

On May 10, 2022, the Board set a public hearing on Tuesday, June 14, 2022, at 1:31 p.m. Staff is requesting that the Board cancel said hearing due to an inability to meet publication and mailing requirements.

BUDGET IMPACT/FUNDING SOURCE:

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

Special Assessments to be levied against benefited properties.

RECOMMENDED ACTION:

a. Cancel a public hearing scheduled on Tuesday, June 14, 2022, at 1:31 p.m.

b. Adopt and authorize the Chairman to execute a Preliminary Rate Resolution of Citrus County, Florida, relating to Beverly Hills Municipal Service Benefit Unit Rates.

c. Set a public hearing on July 26, 2022, at 1:31 P.M. for the purpose of hearing public comment on the adoption of an Annual Rate Resolution adopting and certifying the FY 2022-2023 Beverly Hills MSBU Assessment Roll.

CITRUS COUNTY, FLORIDA

PRELIMINARY RATE RESOLUTION

FOR

NEIGHBORHOOD BEAUTIFICATION IMPROVEMENTS

WITHIN

THE BEVERLY HILLS MUNICIPAL SERVICE BENEFIT UNIT

RESOLUTION NO. 2022 - ____

ADOPTED JUNE 14, 2022

Attachment: 3c BH MSBU PRR_ preliminaryrate_2022 (20438 : Beverly Hills Municipal Service Benefit Unit)

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APPENDIX A FORM OF PUBLISHED NOTICE A-1
APPENDIX B FORM OF MAILED NOTICE B-1

Attachment: 3c BH MSBU PRR_ preliminaryrate_2022 (20438 : Beverly Hills Municipal Service Benefit Unit)

RESOLUTION NO. 2022 - ____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF CITRUS COUNTY, FLORIDA, RELATING TO THE PROVISION OF NEIGHBORHOOD BEAUTIFICATION IMPROVEMENTS WITHIN THE BEVERLY HILLS MUNICIPAL SERVICE BENEFIT UNIT; ESTABLISHING THE ESTIMATED ASSESSMENT RATES FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022; DIRECTING THE PREPARATION OF AN ASSESSMENT ROLL; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE THEREOF; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF CITRUS COUNTY, FLORIDA, AS FOLLOWS:

SECTION 1. AUTHORITY. This resolution is adopted pursuant to the provisions of Chapters 86 and 90 of the Citrus County Code of Ordinances (the "Ordinance"), Article VIII, section 1, Florida Constitution, sections 125.01 and 125.66, Florida Statutes, and other applicable provisions of law.

SECTION 2. PURPOSE AND DEFINITIONS.

(A) This resolution constitutes the Preliminary Rate Resolution as defined in the Ordinance. It initiates the annual process for updating the Assessment Roll and directs the reimposition of assessments for the Fiscal Year beginning October 1, 2022. All capitalized words and terms not otherwise defined herein shall have the meanings set forth in the Ordinance.

(B) Unless the context indicates otherwise, words imparting the singular number, include the plural number, and vice versa; the terms "hereof," "hereby," "herein," "hereto," "hereunder" and similar terms refer to this Resolution; and the term "hereafter" means after, and the term "heretofore" means before, the effective date of

Attachment: 3c BH MSBU PRR_ preliminaryrate_2022 (20438 : Beverly Hills Municipal Service Benefit Unit)

this Resolution. Words of any gender include the correlative words of the other gender, unless the sense indicates otherwise.

SECTION 3. GENERAL FINDINGS.

(A) The legislative findings of special benefit and apportionment embodied in the Ordinance and the applicable implementing resolutions for the Beverly Hills Municipal Service Benefit Unit (the "MSBU") are affirmed and incorporated herein by reference.

(B) The installation and maintenance of neighborhood beautification improvements will provide a special benefit to all Tax Parcels located within the MSBU by protecting and enhancing the value, use, and enjoyment of such property. The beautification services and improvements will improve and enhance: (1) the boundaries, character and neighborhood identity of the MSBU; and (2) the safety and overall aesthetics of the MSBU.

(C) The Assessments to be imposed in accordance with this Preliminary Rate Resolution provide an equitable method of funding the provision of neighborhood beautification improvements by fairly and reasonably allocating the cost to specially benefitted property, based upon the number of Assessment Units attributable to each parcel of property in the manner previously approved.

SECTION 4. ESTIMATED ASSESSED COST.

(A) The total estimated Assessed Cost to be assessed and apportioned among all Assessment Units within the MSBU to provide neighborhood beautification improvements for the Fiscal Year commencing October 1, 2022, is as follows:

Attachment: 3c BH MSBU PRR_ preliminaryrate_2022 (20438 : Beverly Hills Municipal Service Benefit Unit)

Total Annual Assessment Revenue for Fiscal Year 22-23 $101,287.00

Assessment Units	Maximum Annual Assessment Rate Per Unit
Vacant Lot	$15.00
Improved Lot	$15.00
Commercial & Golf Course Tract	$42.00 per tract or $17.00 per acre (not to exceed $415.00 per tract), whichever is greater.

(B) The Assessed Cost of the neighborhood beautification improvements within the MSBU will be funded through the reimposition of Assessments against property located in the MSBU in the manner set forth in this Preliminary Rate Resolution.

SECTION 5. ASSESSMENT ROLL.

(A) The County Manager is hereby directed to prepare the updated Assessment Roll for Beverly Hills Municipal Service Benefit Unit for the Fiscal Year commencing October 1, 2022, in the manner provided in the Ordinance. The County Manager shall apportion the Assessed Cost for the MSBU among the parcels of real property within the MSBU as reflected on the Tax Roll in conformity with this Preliminary Rate Resolution.

(B) Copies of Chapters 86 and 90 of the County Code, the enabling resolutions, documentation related to the estimated Assessed Cost, and the preliminary assessment roll for the upcoming fiscal year shall be maintained on file in the offices of the County Manager and open to public inspection. The foregoing shall not be construed to require that the Assessment Roll be in printed form if the amount of the

Attachment: 3c BH MSBU PRR_ preliminaryrate_2022 (20438 : Beverly Hills Municipal Service Benefit Unit)

Assessment for each Tax Parcel can be determined by use of a computer terminal available to the public.

SECTION 6. PUBLIC HEARING. There is hereby established a public hearing to be held by the Board at 1:31 p.m. on July 26, 2022, to consider (A) reimposition of the Assessments, and (B) collection of the Assessments pursuant to the Uniform Assessment Collection Act.

SECTION 7. NOTICE BY PUBLICATION. Upon completion of the materials required by Section 5 hereof, the County Manager shall publish a notice of the public hearing authorized by Section 6 hereof in the manner and the time provided in Sections 86-25 and 86-38 of the Ordinance. The notice shall be published no later than July 5, 2022, in substantially the form attached hereto as Appendix A.

SECTION 8. NOTICE BY MAIL. In the event the circumstances described in Sections 86-28 or 86-42 of the Ordinance so require, the County Manager shall, at the time and in the manner specified in Sections 86-26 and 86-39 of the Ordinance, provide first class mailed notice of the public hearing authorized by Section 6 hereof to each property owner proposed to be assessed at the address indicated on the Tax Roll. The notice shall be mailed no later than July 5, 2022, in substantially the form attached hereto as Appendix B.

SECTION 9. IMPOSITION OF ASSESSMENTS.

(A) The Assessments shall be reimposed against all Tax Parcels within the MSBU for the provision of neighborhood beautification improvements for the Fiscal Year commencing on October 1, 2022. The annual Assessments will be included on the ad valorem tax bill to be mailed in November 2022. The Assessments for the Fiscal Year commencing on October 1,

Attachment: 3c BH MSBU PRR_ preliminaryrate_2022 (20438 : Beverly Hills Municipal Service Benefit Unit)

2022, shall constitute a lien upon the Tax Parcels located in the Assessment Areas, pursuant to the Ordinance.

(B) The Assessment amount for the Fiscal Year commencing on October 1, 2022, shall be calculated and apportioned in accordance with the apportionment method previously adopted by the Board for the MSBU in order to generate the estimated Assessed Cost established for the MSBU in Section 4 hereof.

(C) Based upon the Assessed Costs for the MSBU, as provided in Section 4 of this Preliminary Rate Resolution, and the apportionment methodologies previously adopted by the Board, the estimated Assessments provided below are hereby established to fund the specified Assessed Costs for the MSBU determined to be assessed in the Fiscal Year commencing October 1, 2022.

Total Annual Assessment Revenue for Fiscal Year 22-23 $101,287.00

Assessment Units	Maximum Annual Assessment Rate Per Unit
Vacant Lot	$15.00
Improved Lot	$15.00
Commercial & Golf Course Tract	$42.00 per tract or $17.00 per acre (not to exceed $415.00 per tract), whichever is greater.

SECTION 10. METHOD OF COLLECTION. The Assessments shall be collected pursuant to the Uniform Assessment Collection Act.

SECTION 11. APPLICATION OF ASSESSMENT PROCEEDS. Proceeds derived by the County from the Assessments will be utilized for the provision of neighborhood beautification within the Beverly Hills Municipal Service Benefit Unit. In the event there is any fund balance remaining at the end of the Fiscal Year, such balance shall be carried forward and

Attachment: 3c BH MSBU PRR_ preliminaryrate_2022 (20438 : Beverly Hills Municipal Service Benefit Unit)

used only to fund neighborhood beautification within the Beverly Hills Municipal Service Benefit Unit.

SECTION 12. SEVERABILITY. If any clause, section or provision of this Resolution shall be declared unconstitutional or invalid for any reason or cause, the remaining portion of said Resolution shall be in full force and effect and be valid as if such invalid portion thereof had not been incorporated herein.

SECTION 13. EFFECTIVE DATE. This Resolution supersedes Resolution 2022-037, Sections 6, 7, and 8, dated May 10, 2022, and shall take effect immediately upon its adoption.

DULY ADOPTED this 14th day of June, 2022.

BOARD OF COUNTY COMMISSIONERS
OF CITRUS COUNTY, FLORIDA

By:_____
Ronald E. Kitchen Jr., Chairman

ATTEST:

By:_____
Angela Vick, County Clerk

APPROVED AS TO FORM FOR THE
RELIANCE OF CITRUS COUNTY ONLY

By:_____
Denise A. Dymond Lyn, County Attorney

Attachment: 3c BH MSBU PRR_ preliminaryrate_2022 (20438 : Beverly Hills Municipal Service Benefit Unit)

APPENDIX A

FORM OF NOTICE TO BE PUBLISHED

Attachment: 3c BH MSBU PRR_ preliminaryrate_2022 (20438 : Beverly Hills Municipal Service Benefit Unit)

APPENDIX A

FORM OF NOTICE TO BE PUBLISHED

NOTICE OF HEARING TO IMPOSE AND PROVIDE FOR COLLECTION OF SPECIAL ASSESSMENTS IN CITRUS COUNTY, FLORIDA TO PROVIDE FOR SERVICES, FACILITIES, AND PROGRAMS RELATED TO NEIGHBORHOOD BEAUTIFICATION WITHIN THE BEVERLY HILLS MUNICIPAL SERVICE BENEFIT UNIT.

Notice is hereby given that the Board of County Commissioners of Citrus County will conduct a public hearing to consider the continued imposition of annual, non-ad valorem special assessments to fund neighborhood beautification within the Beverly Hills Municipal Service Benefit Unit for the fiscal year beginning on October 1, 2022, and future fiscal years. The following table reflects the previously approved assessment area, the total estimated revenue, the assessment units used for apportionment, and the proposed assessment rate schedule:

Total Annual Assessment Revenue for Fiscal Year 22-23 $101,287.00

Assessment Units	Maximum Annual Assessment Rate Per Unit
Vacant Lot	$15.00
Improved Lot	$15.00
Commercial and Golf Course Tract	$42.00 per tract or $17.00 per acre (not to exceed $415.00 per tract), whichever is greater

The assessment for each parcel of property will be based on the number of assessment units attributed to each tax parcel. The annual assessment will also include each tax parcel's share of administration and collection costs. A more specific description of the services, facilities, or programs and the method of computing the assessment for each parcel of property can be found in the enabling documents for the specific assessment area. Copies of Chapters 86 and 90 of the County Code, the enabling resolutions, and the preliminary assessment rolls for the upcoming fiscal year are available for inspection at the office of the Office of the Board of County Commissioners' Administrative Office, Room 232, located at the Citrus County Courthouse, 110 North Apopka Avenue, Inverness, Florida, and the Land Section Office, located at 3600 W. Sovereign Path, Suite 205, Lecanto, Florida, between the hours of 8:30 a.m. and 4:30 p.m., Monday

Attachment: 3c BH MSBU PRR_ preliminaryrate_2022 (20438 : Beverly Hills Municipal Service Benefit Unit)

through Friday.

The hearing will be held at 1:30 p.m., or as soon thereafter as the matter can be heard, on July 26, 2022, in Room 100 of the Citrus County Courthouse, 110 North Apopka Avenue, Inverness, Florida, for the purpose of receiving public comment on the proposed special assessments and their collection on the ad valorem tax bill. All affected property owners have a right to appear at the hearing and to file written objections with the Board within 20 days of this notice.

Pursuant to section 286.0105, Florida Statutes, if you decide to appeal any decision made by the Board with respect to any matter considered at the hearing or at any subsequent meeting to which the Board has continued its deliberations, you will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. Any person requiring reasonable accommodation at this meeting because of a disability or physical impairment should contact the County Administrator's Office, 3600 W. Sovereign Path, Suite 267, Lecanto, FL 34461, (352) 527-5210, at least two days before the meeting. If you are hearing or speech impaired, use the TTY telephone (352) 341-6580. If you need a Spanish Translator, please make arrangements with the County by telephone within two days of the publication notice at 352-527-5370. Si necesita un traductor de español por favor haga arreglos con el Condado dentro de los dos días de la notificación de la publicación a 352-527-5370.

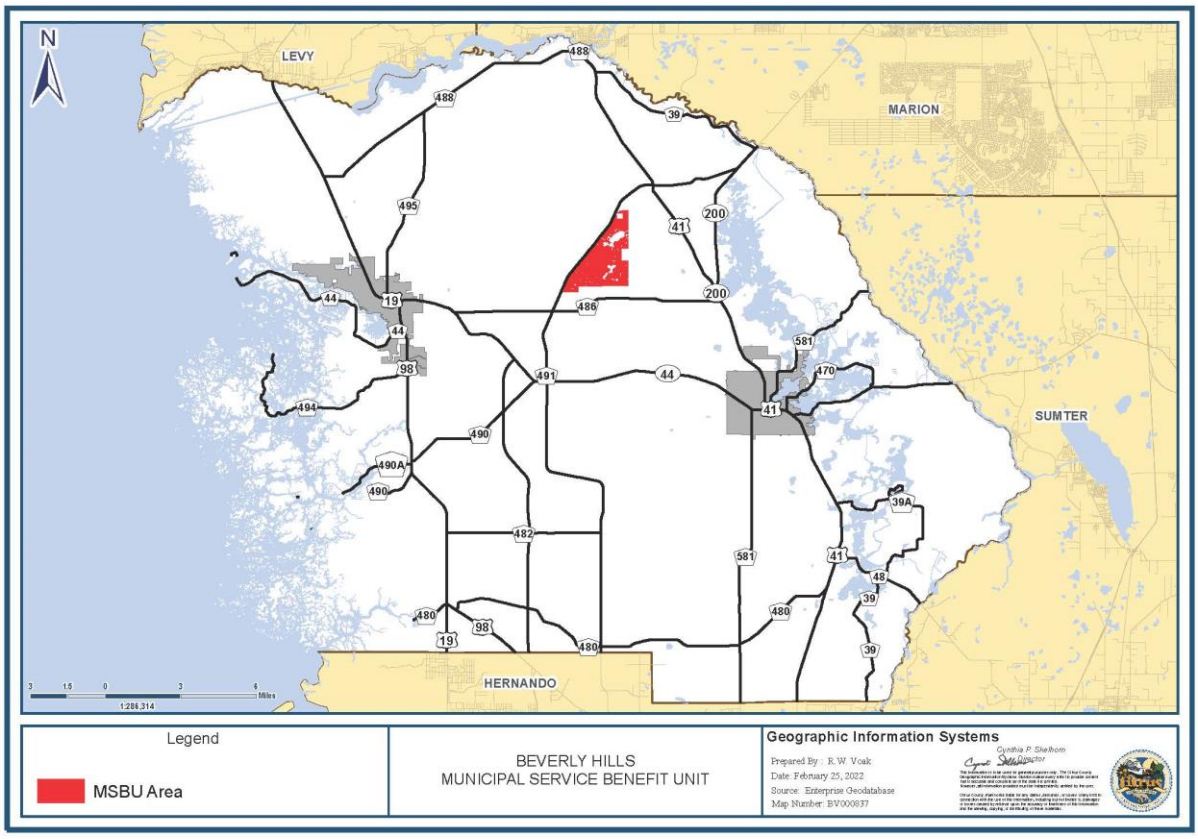
The assessments will be collected on the ad valorem tax bill to be mailed in November 2022, as authorized by section 197.3632, Florida Statutes. Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title.

If you have any questions, please contact the Land Section Office at (352) 527-5458, Monday through Friday between 8:30 a.m. and 4:30 p.m.

Attachment: 3c BH MSBU PRR_ preliminaryrate_2022 (20438 : Beverly Hills Municipal Service Benefit Unit)

Attachment: 3c BH MSBU PRR_ preliminaryrate_2022 (20438 : Beverly Hills Municipal Service Benefit Unit)

MAP OF ASSESSMENT AREAS



CITRUS COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

APPENDIX B

FORM OF NOTICE TO BE MAILED

Attachment: 3c BH MSBU PRR_ preliminaryrate_2022 (20438 : Beverly Hills Municipal Service Benefit Unit)

APPENDIX B

FORM OF NOTICE TO BE MAILED

Citrus County Land Section - BH
3600 W. Sovereign Path, Suite 205
Lecanto, FL 34461

CITRUS COUNTY, FLORIDA
NOTICE OF HEARING TO IMPOSE AND PROVIDE FOR NEIGHBORHOOD BEAUTIFICATION NON-AD VALOREM ASSESSMENTS WITHIN THE BEVERLY HILLS MSBU
NOTICE DATE July 5, 2022

Owner Name
Address
City, State Zip

AK #: «PARID»
Parcel Tax ID: «ALT_ID»
Legal: «LEGAL»

---

* * * * * **NOTICE TO PROPERTY OWNER OF PROPOSED RATE CHANGE** * * * * *

In 2001, the Board of County Commissioners of Citrus County created the Beverly Hills Municipal Service Benefit Unit (the "MSBU") for the provision and funding of beautification services. The provision of these services is funded by an annual beautification assessment imposed against all benefited property within the MSBU. Accordingly, pursuant to section 197.3632, Florida Statutes, notice is hereby given that the Board of County Commissioners of Citrus County, Florida, which may be sitting as the governing body of the MSBU, will consider the continued imposition of an annual beautification assessment for beautification services using the tax bill collection method which may be levied on your property for the fiscal year beginning October 1, 2022 and future fiscal years. The use of the annual beautification assessment to fund beautification services benefiting property located within the MSBU is a fair, efficient and effective method of funding these essential public services.

The annual beautification assessment will include each tax parcel's share of the annual beautification costs, administrative costs, and collection costs. **If the proposed rate change is approved, the maximum annual beautification assessment is estimated to be $15 (currently $9) per Vacant Lot, Improved Lot, Condo and Apartment Dwelling Units and $42 (currently $25) per Tract or $17 (currently $10) per Acre, (not to exceed $415 (currently $250) per tract), whichever is greater, for Commercial and Golf Course Tracts.** The total annual assessment revenue to be collected within the MSBU for the Fiscal Year beginning October 1, 2022, is estimated to be $101,287.00.

The annual beautification assessment is based on the number of Lots and/or Tracts attributed to each tax parcel of property. The maximum annual beautification assessment for the above tax parcel for the fiscal year commencing on October 1, 2022, and future fiscal years is «EX_CODE1_AMT».

Attachment: 3c BH MSBU PRR_ preliminaryrate_2022 (20438 : Beverly Hills Municipal Service Benefit Unit)

A more specific description of the beautification services and the method of computing the assessment for each parcel of property are set forth in Chapter 86 and Chapter 90 of the Citrus County Code of Ordinances and the County's existing rate resolution for the MSBU. Copies of these documents and the preliminary Annual Beautification Assessment Roll for the upcoming fiscal year are available for inspection at the Office of the Board of County Commissioner's Administrative Office, Room 232, located at the Citrus County Courthouse, 110 North Apopka Avenue, Inverness, Florida, and the Land Section Office, located at 3600 W. Sovereign Path, Suite 205, Lecanto, Florida, between the hours of 8:30 a.m. and 4:30 p.m., Monday through Friday.

A public hearing will be held at 1:30 p.m., or as soon thereafter as the matter can be heard, on July 26, 2022, in Room 100 of the Citrus County Courthouse, 110 North Apopka Avenue, Inverness, Florida, for the purpose of receiving public comment on the proposed annual beautification assessments and their collection on the ad valorem tax bill. All affected property owners have a right to appear at the hearing and to file written objections with the Board within 20 days of this notice. All comments should be addressed to the Clerk of the Board of County Commissioners, 110 North Apopka Avenue, Inverness, Florida 34450.

The County intends to include annual assessments on your ad valorem tax bill. Failure to pay your assessments will cause a tax certificate to be issued against the property which may result in a loss of title.

If you decide to appeal any decision made by the Board with respect to any matter considered at the hearing, you will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made.

In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the County Administrator's Office, 3600 W. Sovereign Path, Suite 267, Lecanto, FL 34461, (352) 527-5210, at least two days before the meeting. If you are hearing or speech impaired, dial 7-1-1, 1-800-955-8771 (TTY) or 1-800-955-8770 (v), via Florida Relay Service. If you need a Spanish Translator, please make arrangements with the County by telephone within two days of the publication notice at 352-527-5370. Si necesita un traductor de español por favor haga arreglos con el Condado dentro de los dos días de la notificación de la publicación a 352-527-5370.

If you have any questions, please contact the Land Section Office at (352) 527-5458, Monday through Friday between 8:30 a.m. and 4:30 p.m.

*** * * * * THIS IS NOT A BILL * * * * ***

Attachment: 3c BH MSBU PRR_ preliminaryrate_2022 (20438 : Beverly Hills Municipal Service Benefit Unit)

AGENDA MEMORANDUM

FROM:	Ken Cheek, Director, Water Resources Department
SUBJECT:	Proposed Habitat at Citrus Springs Phase I Assessment Area
AGENDA DATE:	**June 14, 2022**

BRIEF OVERVIEW:

Proposed Habitat at Citrus Springs Phase I Assessment Area (Street Lighting)

BUDGET IMPACT/FUNDING SOURCE:

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

Special Assessments to be levied against benefited properties.

RECOMMENDED ACTION:

a. Adopt and authorize the Chairman to execute a Resolution of Citrus County, Florida, relating to street lighting services; describing the property to be included within the proposed Habitat at Citrus Springs Phase I Assessment Area and the local improvements to be provided therein; determining the estimated project cost of the street lighting services; establishing the method of assessing the project cost against the properties that will be benefited thereby; establishing other terms and conditions of the assessments; directing the county administrator to prepare a preliminary assessment roll; establishing a public hearing to consider imposition of the proposed assessments and the method of their collection; directing the provision of notice; and providing for an effective date.

b. Set a public hearing for July 26, 2022, at 1:33 p.m. regarding the proposed Habitat at Citrus Springs Phase I Assessment Area.

Attachment: 1c HACS Supporting Docs IAR & Set Hearing (20370 : Proposed Habitat at Citrus Springs Phase I Assessment Area)

CITRUS COUNTY, FLORIDA

INITIAL ASSESSMENT RESOLUTION FOR STREET LIGHTING SERVICES WITHIN THE PROPOSED HABITAT AT CITRUS SPRINGS PHASE I ASSESSMENT AREA

ADOPTED JUNE 14, 2022

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Attachment: 1c HACS Supporting Docs IAR & Set Hearing (20370 : Proposed Habitat at Citrus Springs Phase I Assessment Area)

Attachment: 1c HACS Supporting Docs IAR & Set Hearing (20370 : Proposed Habitat at Citrus Springs Phase I Assessment Area)

RESOLUTION NO. 2022-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF CITRUS COUNTY, FLORIDA, RELATING TO STREET LIGHTING SERVICES; DESCRIBING THE PROPERTY TO BE INCLUDED WITHIN THE PROPOSED HABITAT AT CITRUS SPRINGS PHASE I ASSESSMENT AREA AND THE LOCAL IMPROVEMENTS TO BE PROVIDED THEREIN; DETERMINING THE ESTIMATED PROJECT COST OF THE STREET LIGHTING SERVICES; ESTABLISHING THE METHOD OF ASSESSING THE PROJECT COST AGAINST THE PROPERTIES THAT WILL BE BENEFITTED THEREBY; ESTABLISHING OTHER TERMS AND CONDITIONS OF THE ASSESSMENTS; DIRECTING THE COUNTY ADMINISTRATOR TO PREPARE A PRELIMINARY ASSESSMENT ROLL; ESTABLISHING A PUBLIC HEARING TO CONSIDER IMPOSITION OF THE PROPOSED ASSESSMENTS AND THE METHOD OF THEIR COLLECTION; DIRECTING THE PROVISION OF NOTICE; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF CITRUS COUNTY, FLORIDA, AS FOLLOWS:

ARTICLE I

DEFINITIONS AND CONSTRUCTION

SECTION 1.01. DEFINITIONS. This resolution constitutes the Initial Assessment Resolution as defined in the Code. All capitalized words and terms not otherwise defined herein shall have the meanings set forth in the Code. Unless the context indicates otherwise, words imparting the singular number, include the plural number, and vice versa. As used in this resolution, the following terms shall have the following meanings, unless the context hereof otherwise requires:

"Annual Debt Service Component" means the amount computed for each Tax Parcel pursuant to Section 4.03(B) hereof.

"Annual Street Lighting Assessment Resolution" means the resolution described in Section 86-28 of the Code approving the rate at which an assessment for a specific Fiscal Year will be computed and an assessment roll for a specific fiscal year.

"Assessed Property" means all Tax Parcels of real property included on the Street Lighting Assessment Roll that receive a special benefit from the Street Lighting Services identified in a Final or Annual Street Lighting Assessment Resolution.

"Assessment Collection Cost" means the estimated cost to be incurred by the County during any Fiscal Year in connection with the collection of the Street Lighting Assessments.

"Assessment Roll" means a non-ad valorem assessment roll relating to the Street Lighting Services

"Assessment Unit" means the unit or criteria utilized to determine the Street Lighting Assessment for each Tax Parcel, as set forth in the Initial Street Lighting Assessment Resolution. "Assessment Units" may include, by way of example only and not limitation, one or a

Attachment: 1c HACS Supporting Docs IAR & Set Hearing (20370 : Proposed Habitat at Citrus Springs Phase I Assessment Area)

combination of the following: front footage, Lots or parcels of record, vested lots, land area, improvement area, equivalent residential connections, permitted land use, or any other physical characteristic or reasonably expected use of the property that has a logical relationship to the Street Lighting Services.

"Assessments" means an annual special assessment imposed against property located within the proposed Habitat at Citrus Springs Phase I Assessment Area to fund the Project Cost of the Street Lighting Services, computed in the manner described in Section 4.04 hereof.

"Board" means the Board of County Commissioners of Citrus County, Florida.

"Building" means any structure, whether temporary or permanent, built for support, shelter or enclosure of persons, chattel, or property of any kind.

"Capital Cost" means all or any portion of the expenses that are properly attributable to the design, acquisition, construction and installation of the Street Lighting Services and imposition of the Assessments under generally accepted accounting principles and including reimbursement to the County for any funds advanced for Capital Cost and interest on any interfund or intrafund loan for such purposes.

"Clerk" means the Clerk of the Circuit Court for Citrus County, Florida or the ex-officio Clerk of the Board.

"Code" means Chapter 86 of the Citrus County Code of Ordinances, entitled the Capital Project and Related Services Assessment Ordinance.

"Collection Cost Component" means the amount computed for each Tax Parcel pursuant to Section 4.03(C) hereof.

"County" means Citrus County, Florida.

Attachment: 1c HACS Supporting Docs IAR & Set Hearing (20370 : Proposed Habitat at Citrus Springs Phase I Assessment Area)

"County Manager" means the chief administrative officer of the County or such person's designee.

"Debt Service Amount" means the amount computed pursuant to Section 4.04(A) hereof.

"Division" means any department, division, unit or employee of the County designated by the County Manager to carry out the provisions of this Resolution.

"Dwelling Unit" means a Building, or portion thereof, which is lawfully used for residential purposes, consisting of one or more rooms arranged, designed, used, or intended to be used as living quarters for one family only.

"Final Street Lighting Assessment Resolution" means the resolution described in Section 86-27 of the Code which shall confirm, modify or repeal this Resolution and which shall be the final proceeding for the imposition of the Assessments within the proposed Habitat at Citrus Springs Phase I Assessment Area.

"Fiscal Year" means the period commencing on October 1 of each year and continuing through the next succeeding September 30, or such other period as may be prescribed by law as the fiscal year for the County.

"Funding Agreement" means the agreement pursuant to which the County agreed to deliver the Obligations against payment therefore by the purchaser or underwriter of such Obligations or the terms under which the County agrees to internally finance the Street Lighting Services through an internal loan.

"Government Property" means property owned by the United States of America, the State of Florida, a county, a special district, a municipal corporation, or any of their respective agencies or political subdivisions.

Attachment: 1c HACS Supporting Docs IAR & Set Hearing (20370 : Proposed Habitat at Citrus Springs Phase I Assessment Area)

"Initial Street Lighting Assessment Resolution" means the resolution described in Section 86-23 of the Code, which shall be the initial proceeding for the imposition of the Street Lighting Assessment.

"Person" means any natural person, corporation, or partnership but not any municipality or state agency or agency of the United States Government.

"Proposed Habitat at Citrus Springs Phase I Assessment Area" or **"Assessment Area"** means the properties that will be specially benefited by the Street Lighting Services, as more particularly described in Section 3.01 and Appendix A hereof.

"Lot" is the "Assessment Unit" as defined in the Code and means any of the numbered lots or parcels shown on any of the recorded plats within the County on which a Single-Family Residential Unit has been or can be constructed or sited in accordance with applicable laws and regulations.

"Maximum Assessment Rate" means the maximum rate of assessment established by the Final Street Lighting Assessment Resolution any subsequent Annual Street Lighting Assessment Resolution, or other action by the Board.

"Obligations" means Original Obligations or Refunding Obligations.

"Original Obligations" means bonds or other evidence of indebtedness including but not limited to, notes, commercial paper, capital leases or any other obligation issued or incurred, including internal loans, to finance all or a portion of the Project Cost of the Street Lighting Services and secured, in whole or in part, by proceeds of the Assessments.

"Owner" shall mean the Person reflected as the owner of Assessed Property on the Tax Roll.

Attachment: 1c HACS Supporting Docs IAR & Set Hearing (20370 : Proposed Habitat at Citrus Springs Phase I Assessment Area)

"Person" means any individual, partnership, firm, organization, corporation, association, or any other legal entity, whether singular or plural, masculine or feminine, as the context may require.

"Preliminary Street Lighting Assessment Resolution" means the resolution described in Section 86-42 of the Code initiating the annual process for updating the annual Street Lighting Assessment Roll and directing the reimposition of Street Lighting Assessments.

"Project Cost" means (A) the Capital Cost of the Street Lighting Services, (B) the Transaction Cost associated with the Obligations attributable to the Street Lighting Services, if any, (C) interest accruing on such Obligations for such period of time as the County deems appropriate, (D) the debt service reserve fund or account, if any, established for the Obligations attributable to the Street Lighting Services, and (E) any other costs or expenses related thereto.

"Property Appraiser" means the Citrus County Property Appraiser.

"Refunding Obligations" means a series of bonds or other evidence of indebtedness including but not limited to, notes, commercial paper, capital leases or any other obligations of the County issued or incurred to refund all or any portion of the Original Obligations or any indebtedness issued to refinance the Original Obligations.

"Single-Family Residential Unit" means a Building that contains a single Dwelling Unit.

"Statutory Discount Amount" means the amount computed for each Tax Parcel pursuant to Section 4.03(D) hereof.

"Street Lighting Assessed Cost" means all or any portion of the amount necessary in any Fiscal year to fund the provision of Street Lighting Services that provide a special benefit to the Assessed Property within a Street Lighting Assessment Area, and can include, but not be

Attachment: 1c HACS Supporting Docs IAR & Set Hearing (20370 : Proposed Habitat at Citrus Springs Phase I Assessment Area)

limited to: (A) the cost of physical construction, reconstruction or completion of any required facility or improvement; (B) the costs incurred in any required acquisition or purchase; (C) the cost of all labor, materials, machinery, and equipment; (D) the cost of fuel, parts, supplies, maintenance, repairs, and utilities; (E) the cost of computer services, data processing, and communications; (F) the cost of all lands and interest therein, leases, property rights, easements, and franchises of any nature whatsoever; (G) the cost of any indemnity or surety bonds and premiums for insurance; (H) the cost of salaries, volunteer pay, workers' compensation insurance, or other employment benefits; (I) the cost of uniforms, training, travel, and per diem; (J) the cost of construction plans and specifications, surveys and estimates of costs; (K) the cost of engineering, financial, legal, and other professional services; (L) the costs of compliance with any contracts or agreements entered into by the County relating to the provision of said Street Lighting Services; (M) all costs associated with the structure, implementation, collection, and enforcement of the Street Lighting Assessments, including any service charges of the Clerk, Tax Collector, or Property Appraiser, and delinquent amounts from prior impositions, and amounts necessary to off-set discounts received for early payment of Street Lighting Assessments pursuant to the Uniform Assessment Collection Act; (N) all other costs and expenses necessary or incidental to the acquisition, provision, or construction of the Street Lighting Services to be funded by the Street Lighting Assessment, and such other expenses as may be necessary or incidental to any related financing authorized by the Board by subsequent resolution; (O) an amount for contingencies and anticipated delinquencies and uncollectible Street Lighting Assessments; and (P) reimbursement to the County or any other Person for any moneys advanced for any costs incurred by the County or such Person in connection with any of the foregoing items of Street Lighting Assessed Cost.

Attachment: 1c HACS Supporting Docs IAR & Set Hearing (20370 : Proposed Habitat at Citrus Springs Phase I Assessment Area)

"Street Lighting Assessment" means an annual non-ad valorem assessment imposed by the County against property located within a Street Lighting Assessment Area to fund the Street Lighting Assessed Cost.

"Street Lighting Assessment Roll" means the special assessment roll, as described in Section 3.02, relating to a Street Lighting Assessment approved by a Final Street Lighting Assessment Resolution pursuant to Section 86-24 of the Code hereof or an Annual Street Lighting Assessment Resolution pursuant to Section 86-28 of the Code.

"Street Lighting Assessment Area" means a geographical area within the unincorporated area of the County, which is defined by a common scheme of street lighting services and equipment and for which there is levied a common, uniform assessment per Assessment Unit. A Street Lighting Assessment Area may be comprised of legally assessable property that may include vacant or improved parcels; one or more residential subdivisions; a commercial, industrial or institutional tract or development; a parcel of mixed-use development; a planned unit development; public and private rights of way; or other property deemed to benefit from the street lighting improvement provided to the defined area.

"Street Lighting Services" means a Local Improvement as defined in the Code consisting of all facilities required for the provision of street lighting services, facilities, and programs that provide a special benefit to properties within a Street Lighting Assessment Area.

"Tax Collector" means the Citrus County Tax Collector.

"Tax Parcel" means a parcel of property to which the Property Appraiser has assigned a distinct ad valorem property tax identification number.

"Tax Roll" means the real property ad valorem tax assessment roll maintained by the Property Appraiser for the purpose of the levy and collection of ad valorem taxes.

Attachment: 1c HACS Supporting Docs IAR & Set Hearing (20370 : Proposed Habitat at Citrus Springs Phase I Assessment Area)

"Transaction Cost" means the costs, fees and expenses incurred by the County in connection with the issuance and sale of any series of Obligations, including but not limited to (A) rating agency and other financing fees; (B) the fees and disbursements of bond counsel; (C) the underwriters' discount; (D) the fees and disbursements of the County's financial advisor; (E) the costs of preparing and printing the Obligations, the preliminary official statement, the final official statement, and all other documentation supporting issuance of the Obligations; (F) the fees payable in respect of any municipal bond insurance policy; (G) administrative, development, credit review, and all other fees associated with any pooled commercial paper or similar interim financing program; and (H) any other costs of a similar nature incurred in connection with issuance of such Obligations.

"Uniform Assessment Collection Act" means Sections 197.3632 and 197.3635, Florida Statutes, or any successor statutes authorizing the collection of non-ad valorem assessments on the same bill as ad valorem taxes, and any applicable regulations promulgated thereunder.

SECTION 1.02. INTERPRETATION. Unless the context indicates otherwise, words importing the singular number include the plural number, and vice versa; the terms "hereof," "hereby," "herein," "hereto," "hereunder" and similar terms refer to this Resolution; and the term "hereafter" means after, and the term "heretofore" means before, the effective date of this Resolution. Words of any gender include the correlative words of the other gender, unless the sense indicates otherwise.

Attachment: 1c HACS Supporting Docs IAR & Set Hearing (20370 : Proposed Habitat at Citrus Springs Phase I Assessment Area)

SECTION 1.03. FINDINGS. It is hereby ascertained and declared that the Street Lighting Services will provide a special benefit to the Assessed Property and that the Street Lighting Assessed Costs will be fairly and reasonably apportioned among those Assessed Properties based upon the following legislative determinations.

(A) Pursuant to Article VIII, Section 1 of the Florida Constitution, sections 125.01 and 125.66, Florida Statutes, and the Code, the Board has all powers of local self-government to perform county functions and to render county services in a manner not inconsistent with general or special law, and such power may be exercised by the enactment of county ordinances and resolutions.

(B) The Board has enacted the Code to provide for the creation of Assessment Areas and authorize the imposition of Assessments to fund the cost of Local Improvements and Related Services that benefit the property located therein.

(C) The Assessments imposed pursuant to the procedures provided in the Code and this Initial Assessment Resolution will be imposed by the Board. Any activity of the Property Appraiser or Tax Collector under the provisions of this Resolution shall be construed solely as ministerial.

(D) The Board desires to create the proposed Habitat at Citrus Springs Phase I Assessment Area as an Assessment Area and to fund a portion of the Street Lighting Assessed Costs of the Street Lighting Services, which is a Local Improvement as defined in the Code, through Assessments. The Assessment Area is created for the purpose of constructing the Street Lighting Services to serve the property located therein and to meet the demands for street lighting in a timely, efficient, and equitable manner.

Attachment: 1c HACS Supporting Docs IAR & Set Hearing (20370 : Proposed Habitat at Citrus Springs Phase I Assessment Area)

(E) The proposed Habitat at Citrus Springs Phase I Assessment Area and the Assessments to be imposed therein shall include all improved and vacant Tax Parcels that will be served by the Street Lighting Services.

(F) The design, acquisition, construction, and installation of the Street Lighting Services will provide a special benefit to all Tax Parcels located within the proposed Habitat at Citrus Springs Phase I Assessment Area where such street lighting could not conveniently be made available otherwise, where such lighting is necessary for the protection of the health, safety and general welfare of the lives and property in the unit, where the cost of such street lighting may be borne on an equitable basis by those who receive the benefits thereof, and where the property receiving special benefits may be assessed in proportion to but not in excess of such special benefits. The Street Lighting Services will also provide a special benefit to all Tax Parcels located within the proposed Habitat at Citrus Springs Phase I Assessment Area by protecting and enhancing the value, use, enjoyment, reliability, and safety for those properties within the Assessment Area, increasing the residential attractiveness and development potential of all properties therein.

(G) The Board hereby finds and determines that the Assessments to be imposed in accordance with this Initial Assessment Resolution provide an equitable method of funding the Street Lighting Services by fairly and reasonably allocating the cost to specially benefitted property, based upon the number of Lots attributed to each parcel of property in the manner hereinafter described.

(H) The Street Lighting Services represent facilities that are directly related to providing the property owners street lighting. The owners of the property in the Assessment Area plan to use their properties for residential purposes and each potential Single-Family Residential

Attachment: 1c HACS Supporting Docs IAR & Set Hearing (20370 : Proposed Habitat at Citrus Springs Phase I Assessment Area)

Unit can be expected to demand about the same amount street lighting usage on an annual average basis. Accordingly, the Board hereby determines that it is fair and equitable to allocate the Project Cost to property owners within the Assessment Area based upon the number of Lots.

(I) The Board hereby finds that each Tax Parcel within the proposed Assessment Area will be benefited by the County's provision of the Street Lighting Services in an amount not less than the Assessment imposed against such property, computed in the manner set forth in this Resolution.

Attachment: 1c HACS Supporting Docs IAR & Set Hearing (20370 : Proposed Habitat at Citrus Springs Phase I Assessment Area)

ARTICLE II

NOTICE AND PUBLIC HEARING

SECTION 2.01. PUBLIC HEARING. There is hereby established a public hearing to be held by the Board at 1:33 p.m. on July 26, 2022, in Room 100 of the Citrus County Courthouse, 110 North Apopka Avenue, Inverness, Florida, to consider: (A) creation of the proposed Habitat at Citrus Springs Phase I Assessment Area; (B) imposition of the Assessments, and (C) collection of the Assessments pursuant to the Uniform Assessment Collection Act commencing with the tax bill to be mailed in November 2022.

SECTION 2.02. NOTICE BY PUBLICATION. Upon completion of the Assessment Roll, the County Administrator shall publish a notice of the public hearing authorized by Section 2.01 hereof in the manner and the time provided in Section 86-25 of the Code. Such notice shall be in substantially the form attached hereto as Appendix B.

SECTION 2.03. NOTICE BY MAIL. Upon completion of the Assessment Roll, the County Administrator shall, at the time and in the manner specified in Section 86-26 of the Code, provide first class mailed notice of the public hearing authorized by Section 2.01 hereof to each property owner proposed to be assessed at the address indicated on the Tax Roll. Such notice shall be in substantially the form attached hereto as Appendix C.

Attachment: 1c HACS Supporting Docs IAR & Set Hearing (20370 : Proposed Habitat at Citrus Springs Phase I Assessment Area)

ARTICLE III

PROPOSED HABITAT AT CITRUS SPRINGS PHASE I ASSESSMENT AREA

SECTION 3.01. DESCRIPTION OF PROPOSED ASSESSMENT AREA.

(A) In accordance with Section 86-21 of the Code, the Board proposes to create the Habitat at Citrus Springs Phase I Assessment Area encompassing all the area of the County more particularly described in Appendix A attached hereto.

(B) The Assessment Area is proposed to provide Street Lighting Services.

SECTION 3.02. ASSESSMENT ROLL. The County Administrator is hereby directed to prepare a final estimate of the Street Lighting Assessed Costs for the Street Lighting Services and to prepare the preliminary Assessment Roll in the manner provided in Section 86-24 of the Code. The County Administrator shall apportion the Project Cost among the parcels of real property within the proposed Habitat at Citrus Springs Phase I Assessment Area as reflected on the Tax Roll in conformity with Article IV hereof. The estimate of Street Lighting Assessed Costs and the Assessment Roll shall be maintained on file in the office of the County Administrator and the County Land Section and be open to public inspection. The preliminary Assessment Roll is attached hereto as Appendix D and incorporated herein by reference.

Attachment: 1c HACS Supporting Docs IAR & Set Hearing (20370 : Proposed Habitat at Citrus Springs Phase I Assessment Area)

ARTICLE IV

ASSESSMENTS

SECTION 4.01. ESTIMATED PROJECT COST.

(A) The total estimated Street Lighting Assessed Costs for the Street Lighting Services is $5,200.00.

(B) The Project Cost will be funded through the imposition of Assessments against property located in the proposed Habitat at Citrus Springs Phase I Assessment Area.

SECTION 4.02. IMPOSITION OF ASSESSMENTS. The Assessments shall be imposed against all Tax Parcels located within the proposed Habitat at Citrus Springs Phase I Assessment Area for each Fiscal Year, the amount of which shall be computed in accordance with this Article IV. When imposed, the Assessments for each Fiscal Year shall constitute a lien upon the Tax Parcels located in the Assessment Area pursuant to Section 86-30 of the Code.

SECTION 4.03. COMPUTATION OF ASSESSMENTS. Commencing with the tax bill to be mailed in November 2022, the Assessments will be imposed for each Fiscal Year and collected on the ad valorem tax bill in the manner authorized by the Uniform Assessment Collection Act. The annual Assessment shall be computed for each Tax Parcel in the manner set forth in this Section 4.03.

(A) DEBT SERVICE AMOUNT. A "Debt Service Amount" shall be computed for each Fiscal Year as the amount which is payable by the Tax Parcels within the Assessment Area in respect of the Obligations in accordance with a debt service schedule prepared with principal installments equal to those established in the Funding Agreement and allocated to the Tax Parcels in the Assessment Area; provided, however, that the "Debt Service Amount" for any

Attachment: 1c HACS Supporting Docs IAR & Set Hearing (20370 : Proposed Habitat at Citrus Springs Phase I Assessment Area)

Fiscal Year shall not exceed the principal amount of Obligations then outstanding plus interest thereon.

(B) ANNUAL DEBT SERVICE COMPONENT. The "Annual Debt Service Component" shall be calculated for each Fiscal Year for each Tax Parcel by dividing the number of Assessment Units attributable to such Tax Parcel by the total number of Assessment Units attributable to all Tax Parcels within the Street Lighting Assessment Area and multiplying the result by the estimated Street Lighting Assessed Cost.

(C) COLLECTION COST COMPONENT. The "Collection Cost Component" shall be computed each Fiscal Year for each Tax Parcel by (1) dividing (a) the Annual Debt Service Component for such Tax Parcel by (b) the Street Lighting Assessed Cost, and (2) multiplying the result by the Assessment Collection Cost.

(D) STATUTORY DISCOUNT AMOUNT. The "Statutory Discount Amount" shall be computed for each Tax Parcel as the amount allowed by law as the maximum discount for early payment of ad valorem taxes and non-ad valorem assessments plus a 1% reserve for nonpayments, such amount to be calculated by deducting (1) the sum of (a) the Annual Debt Service Component and (b) the Collection Cost Component, from (2) the amount computed by dividing (a) the sum of (i) the Annual Debt Service Component and (ii) the Collection Cost Component, by (b) the factor of 0.95.

(E) ASSESSMENT. The annual Assessment for each Tax Parcel shall be computed as the sum of the Annual Debt Service Component, the Collection Cost Component and the Statutory Discount Amount, as set forth in the preliminary Assessment Roll which is attached hereto as Appendix D and incorporated herein by reference.

Attachment: 1c HACS Supporting Docs IAR & Set Hearing (20370 : Proposed Habitat at Citrus Springs Phase I Assessment Area)

SECTION 4.04. REALLOCATION. If an owner intends to subdivide a Tax Parcel, a Street Lighting Assessment may be allocated to the new Tax Parcel(s) upon (1) application of the owner or the County and (2) assignment of a distinct ad valorem property tax identification number to each new Tax Parcel by the Property Appraiser.

SECTION 4.05. APPLICATION OF ASSESSMENT PROCEEDS. Proceeds from the Assessments received during each Fiscal Year shall be applied by the County for payment of the Collection Costs, payment of any Transaction Costs not funded from proceeds of the Obligations, payment of interest due on the Obligations, and payment of principal due on the Obligations. Any remaining proceeds will then be used for prepayment of the Obligations or payment of future debt service.

Attachment: 1c HACS Supporting Docs IAR & Set Hearing (20370 : Proposed Habitat at Citrus Springs Phase I Assessment Area)

ARTICLE V

GENERAL PROVISIONS

SECTION 5.01. METHOD OF COLLECTION. Commencing with the tax bill to be mailed in November 2022, the Assessments shall be collected pursuant to the Uniform Assessment Collection Act.

SECTION 5.02. SEVERABILITY. If any clause, section or provision of this Resolution shall be declared unconstitutional or invalid for any reason or cause, the remaining portion of said Resolution shall be in full force and effect and be valid as if such invalid portion thereof had not been incorporated herein.

SECTION 5.03. REVISIONS TO ASSESSMENTS. If any Assessment or exemption made under the provisions of this Initial Assessment Resolution is either in whole or in part annulled, vacated, or set aside by the judgment of any court, or if the Board is satisfied that any such Assessment or exemption is so irregular or defective that the same cannot be enforced or collected, or if the Board has failed to include or omitted any property on the Assessment Roll which property should have been so included, the Board may take all necessary steps to impose a new Assessment against any property benefited by Street Lighting Services, following as nearly as may be practicable, the provisions of the Code and in case such second Assessment is annulled, vacated, or set aside, the Board may obtain and impose other Assessments until a valid Assessment is imposed.

SECTION 5.04. EFFECTIVE DATE. This Resolution shall take effect immediately upon its passage.

Attachment: 1c HACS Supporting Docs IAR & Set Hearing (20370 : Proposed Habitat at Citrus Springs Phase I Assessment Area)

DONE AND ADOPTED in Regular Session this 14th day of June 2022.

BOARD OF COUNTY COMMSSIONERS
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: 1c HACS Supporting Docs IAR & Set Hearing (20370 : Proposed Habitat at Citrus Springs Phase I Assessment Area)

APPENDIX A

DESCRIPTION OF THE PROPOSED HABITAT AT CITRUS SPRINGS PHASE I ASSESSMENT AREA

Attachment: 1c HACS Supporting Docs IAR & Set Hearing (20370 : Proposed Habitat at Citrus Springs Phase I Assessment Area)

APPENDIX A

PROPOSED HABITAT AT CITRUS SPRINGS PHASE I ASSESSMENT AREA

The proposed Habitat at Citrus Springs Phase I Assessment Area shall include the following properties, as identified by parcel identification number assigned by the Property Appraiser:

ALTKEY	PARCELID
1231221	18E17S100020 01090 0010
1231230	18E17S100020 01090 0020
1231248	18E17S100020 01090 0030
1231256	18E17S100020 01090 0040
1231264	18E17S100020 01090 0050
1231272	18E17S100020 01090 0060
1231281	18E17S100020 01090 0070
1231299	18E17S100020 01090 0080
1231302	18E17S100020 01090 0090
1231311	18E17S100020 01090 0100
1231329	18E17S100020 01090 0110
1231337	18E17S100020 01090 0120
1231345	18E17S100020 01090 0130
1231353	18E17S100020 01090 0140
1231361	18E17S100020 01090 0150
1231370	18E17S100020 01090 0160
1231388	18E17S100020 01090 0170
1231396	18E17S100020 01090 0180
1231400	18E17S100020 01090 0190
1231418	18E17S100020 01090 0200
1231426	18E17S100020 01090 0210
1231434	18E17S100020 01090 0220
1231442	18E17S100020 01090 0230
1231451	18E17S100020 01090 0240
1231469	18E17S100020 01090 0250
1231477	18E17S100020 01090 0260
1231485	18E17S100020 01090 0270
1231493	18E17S100020 01090 0280
1231604	18E17S100020 01100 0010
1231612	18E17S100020 01100 0020
1231621	18E17S100020 01100 0030
1231639	18E17S100020 01100 0040
1231647	18E17S100020 01100 0050
1231655	18E17S100020 01100 0060
1231663	18E17S100020 01100 0070
1231671	18E17S100020 01100 0080
1231680	18E17S100020 01100 0090

Attachment: 1c HACS Supporting Docs IAR & Set Hearing (20370 : Proposed Habitat at Citrus Springs Phase I Assessment Area)

1231698	18E17S100020 01100 0100
1231701	18E17S100020 01100 0110
1231710	18E17S100020 01100 0120
1231728	18E17S100020 01100 0130
1231736	18E17S100020 01100 0140
1231744	18E17S100020 01100 0150
1231752	18E17S100020 01100 0160
1231761	18E17S100020 01100 0170
1231779	18E17S100020 01100 0180
1231787	18E17S100020 01100 0190
1231795	18E17S100020 01100 0200
1231809	18E17S100020 01100 0210
1231817	18E17S100020 01100 0220
1231825	18E17S100020 01100 0230
1231833	18E17S100020 01100 0240
1231841	18E17S100020 01110 0010
1231850	18E17S100020 01110 0020
1231868	18E17S100020 01110 0030
1231876	18E17S100020 01110 0040
1231884	18E17S100020 01110 0050
1231892	18E17S100020 01110 0060
1231906	18E17S100020 01110 0070
1231914	18E17S100020 01110 0080
1231922	18E17S100020 01110 0090
1231931	18E17S100020 01110 0100
1231949	18E17S100020 01110 0110
1231957	18E17S100020 01110 0120
1231965	18E17S100020 01110 0130
1231973	18E17S100020 01110 0140
1231981	18E17S100020 01110 0150
1231990	18E17S100020 01120 0010
1232007	18E17S100020 01120 0020
1232015	18E17S100020 01120 0030
1232023	18E17S100020 01120 0040
1232031	18E17S100020 01120 0050
1232040	18E17S100020 01120 0060
1232058	18E17S100020 01120 0070
1232066	18E17S100020 01120 0080
1232074	18E17S100020 01120 0090
1232082	18E17S100020 01120 0100
1232091	18E17S100020 01120 0110
1232104	18E17S100020 01120 0120
1232112	18E17S100020 01120 0130
1232121	18E17S100020 01120 0140
1232139	18E17S100020 01120 0150

1232147	18E17S100020 01120 0160
1232155	18E17S100020 01120 0170
1232163	18E17S100020 01120 0180
1232171	18E17S100020 01120 0190
1232180	18E17S100020 01130 0010
1232198	18E17S100020 01130 0020
1232201	18E17S100020 01130 0030
1232210	18E17S100020 01130 0040
1232228	18E17S100020 01130 0050
1232236	18E17S100020 01130 0060
1232244	18E17S100020 01130 0070
1232252	18E17S100020 01130 0080
1232261	18E17S100020 01130 0090
1232279	18E17S100020 01130 0100
1232287	18E17S100020 01130 0110
1232295	18E17S100020 01130 0120
1232309	18E17S100020 01130 0130
1232317	18E17S100020 01130 0140
1232325	18E17S100020 01130 0150
1232333	18E17S100020 01130 0160
1232341	18E17S100020 01130 0170
1232350	18E17S100020 01130 0180
1232368	18E17S100020 01130 0190
1232376	18E17S100020 01130 0200
1232384	18E17S100020 01130 0210
1232392	18E17S100020 01130 0220
1232406	18E17S100020 01130 0230
1232414	18E17S100020 01140 0010
1232422	18E17S100020 01140 0020
1232431	18E17S100020 01140 0030
1232449	18E17S100020 01140 0040
1232457	18E17S100020 01140 0050
1232465	18E17S100020 01140 0060
1232473	18E17S100020 01140 0070
3498368	18E17S100020 74000
3498370	18E17S100020 7000E

Attachment: 1c HACS Supporting Docs IAR & Set Hearing (20370 : Proposed Habitat at Citrus Springs Phase I Assessment Area)

APPENDIX B

FORM OF NOTICE TO BE PUBLISHED

APPENDIX B

FORM OF NOTICE TO BE PUBLISHED

To Be Published by July 5, 2022

NOTICE OF HEARING TO IMPOSE AND PROVIDE FOR COLLECTION OF SPECIAL ASSESSMENTS IN THE PROPOSED HABITAT AT CITRUS SPRINGS PHASE I ASSESSMENT AREA TO PROVIDE FOR THE STREET LIGHTING SERVICES

Notice is hereby given that the Board of County Commissioners of Citrus County will conduct a public hearing to consider imposing annual, non-ad valorem special assessments for the design, acquisition, construction, and installation of the Street Lighting Services within the boundaries of the proposed Habitat at Citrus Springs Phase I Assessment Area.

The hearing will be held at 1:30 p.m., or as soon thereafter as the matter can be heard, on July 26, 2022, in Room 100 of the Citrus County Courthouse, 110 North Apopka Avenue, Inverness, Florida, for the purpose of receiving public comment on the proposed Habitat at Citrus Springs Phase I Assessment Area, the special assessments, and their collection on the ad valorem tax bill. All affected property owners have a right to appear at the hearing and to file written objections with the Board within 20 days of this notice.

Pursuant to section 286.0105, Florida Statutes, if you decide to appeal any decision made by the Board with respect to any matter considered at the hearing or at any subsequent meeting to which the Board has continued its deliberations, you will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the County Administrator's office at (352) 527-5210, at least two days before the meeting. If you are hearing or speech impaired, dial 7-1-1, 1-800-955-8771 (TTY) or 1-800-955-8770 (v), via Florida Relay Service. If you need a Spanish Translator, please make arrangements with the County by telephone within two days of the publication notice at 352-527-5370. Si necesita un traductor de español por favor haga arreglos con el Condado dentro de los dos días de la notificación de la publicación a 352-527-5370.

The assessment for each parcel of property will be based on the number of Lots attributed to that Tax Parcel. The annual assessment will include each Tax Parcel's share of the principal,

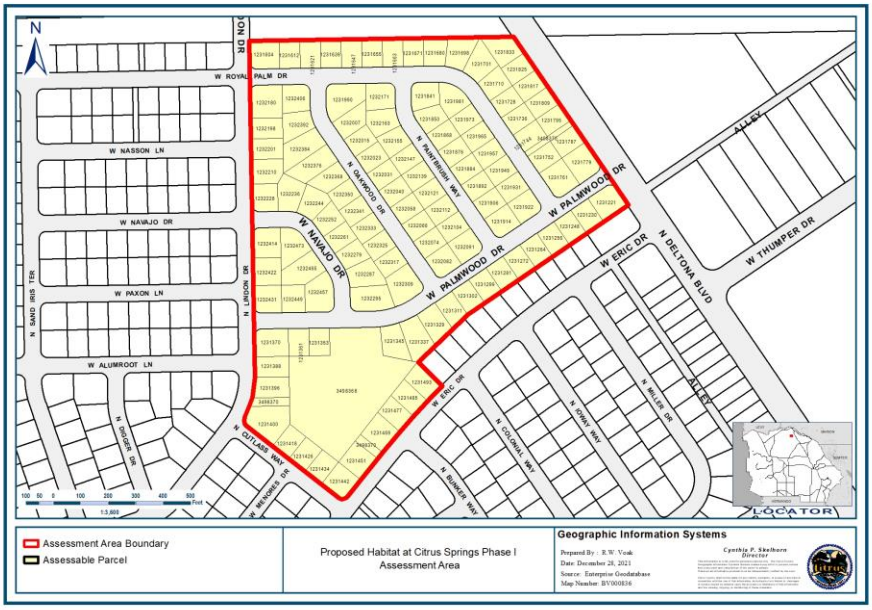
Attachment: 1c HACS Supporting Docs IAR & Set Hearing (20370 : Proposed Habitat at Citrus Springs Phase I Assessment Area)

interest and collection costs. The maximum annual assessment is estimated to be $52.00 per Lot. A more specific description of the improvements and the method of computing the assessment for each parcel of property are set forth in the Initial Assessment Resolution adopted by the Board on June 14, 2022. Copies of Chapter 86 of the County Code, the Initial Assessment Resolution (Resolution No. ____), and the preliminary Assessment Roll for the upcoming fiscal year are available for inspection at the Board of County Commissioners Administrative Office, Room 232, located at the Citrus County Courthouse, 110 North Apopka Avenue, Inverness, Florida, and the Land Section Office, located at 3600 W. Sovereign Path, Suite 205, Lecanto, Florida, between the hours of 8:30 a.m. and 4:30 p.m., Monday through Friday.

The assessments will begin to be collected on the ad valorem tax bill to be mailed in November 2022, as authorized by section 197.3632, Florida Statutes. Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title.

If you have any questions, please contact the Land Section at (352) 527-5458, Monday through Friday between 8:30 a.m. and 4:30 p.m.

MAP OF ASSESSMENT AREA



CITRUS COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

Attachment: 1c HACS Supporting Docs IAR & Set Hearing (20370 : Proposed Habitat at Citrus Springs Phase I Assessment Area)

Attachment: 1c HACS Supporting Docs IAR & Set Hearing (20370 : Proposed Habitat at Citrus Springs Phase I Assessment Area)

APPENDIX C

FORM OF NOTICE TO BE MAILED

APPENDIX C

FORM OF NOTICE TO BE MAILED

Citrus County Land Section – H SLD
3600 West Sovereign Path, Suite 205
Lecanto, Florida 34461

CITRUS COUNTY, FLORIDA

NOTICE OF HEARING TO IMPOSE AND PROVIDE FOR COLLECTION OF NON-AD VALOREM ASSESSMENTS

NOTICE DATE: July 5, 2022

«ADDR1»
«ADDR2
«ADDR3»
«City» <State> <Zip>

Ak# <<ALTKEY>>
Parcel Tax ID: «PID»
Legal: <Legal_128>

*** * * * * NOTICE TO PROPERTY OWNER * * * * ***

An assessment area is being created to fund Street Lighting Services which have been constructed along portions of W. Royal Palm Dr., W. Palmwood Dr., N. Paintbrush Way, N. Oakwood Dr., and W. Navajo Dr. to provide these services to your property. The cost of these facilities will be funded by assessments against the property to be served. Each lot will be assigned one assessment unit. The assessment for each parcel of property is based on the number of assigned Lots. A more specific description of the assessment program is set forth in the Initial Assessment Resolution adopted by the Board of County Commissioners on June 14, 2022. Copies of the Initial Assessment Resolution, Chapter 86 of the Citrus County Code, and the preliminary Assessment Roll are available for your review at the Board of County Commissioners Administrative Office, Room 232, located at the Citrus County Courthouse, 110 North Apopka Avenue, Inverness, Florida, and the Land Section Office, located at 3600 W. Sovereign Path, Suite 205, Lecanto, Florida, between the hours of 8:30 a.m. and 4:30 p.m., Monday through Friday. Information regarding the assessment for your specific property, including the number of Lots, is attached to this letter.

The annual assessment will include your share of the principal, interest and collection costs. The maximum annual assessment is estimated to be $52.00 per Lot. The total annual assessment revenue to be collected within the proposed Habitat at Citrus Springs Phase I Assessment Area for the Fiscal Year beginning October 1, 2022, is estimated to be $5,200.00. The County intends to include annual assessments on your ad valorem tax bill. Failure to pay your assessments will cause a tax certificate to be issued against the property which may result in a loss of title.

Attachment: 1c HACS Supporting Docs IAR & Set Hearing (20370 : Proposed Habitat at Citrus Springs Phase I Assessment Area)

The Board of County Commissioners will hold a public hearing at 1:30 p.m., or as soon thereafter as the matter can be heard, on July 26, 2022, in Room 100 of the Citrus County Courthouse, 110 North Apopka Avenue, Inverness, Florida, for the purpose of receiving public comment on the proposed Habitat at Citrus Springs Phase I Assessment Area, the special assessments, and their collection on the ad valorem tax bill. All affected property owners have a right to appear at the hearing and to file written objections with the Board within 20 days of this notice. If you decide to appeal any decision made by the Board with respect to any matter considered at the hearing, you will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made.

In accordance with the Americans with Disabilities Act, persons requiring reasonable accommodation at this meeting because of a disability or physical impairment should contact the County Administrator's Office, 3600 W. Sovereign Path, Suite 267, Lecanto, FL 34461, (352) 527-5210, at least two days before the meeting. If you are hearing or speech impaired, dial 7-1-1, 1-800-955-8771 (TTY) or 1-800-955-8770 (v), via Florida Relay Service. Si necesita un traductor de español por favor haga arreglos con el Condado dentro de los dos días de la notificación de la publicación a 352-527-5370. English Translation: (If you need a Spanish Translator, please make arrangements with the County by telephone within two days of the publication notice at 352-527-5370).

If you have any questions, please contact the Land Section Office at (352) 527-5458, Monday through Friday between 8:30 a.m. and 4:30 p.m.

CITRUS COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

Attachment: 1c HACS Supporting Docs IAR & Set Hearing (20370 : Proposed Habitat at Citrus Springs Phase I Assessment Area)

*** * * * * SEND NO MONEY NOW. THIS IS NOT AN INVOICE * * * * ***

PROPOSED HABITAT AT CITRUS SPRINGS PHASE I ASSESSMENT AREA

[Property Owner Name]	[Insert Name]
Parcel ID Number	[Insert Number]
Parcel Alternate Key Number:	[Insert Number]
Total number of Lots attributed to property:	[Insert Number]
Assessment Cost per Lot:	[Insert Amount]
Annual payment amount per Lot:	[Insert Amount]
Maximum annual payment:	[Insert Amount]
Expected date of first bill:	November 2022
Total amount of annual payments:	[Insert Amount]

*** * * * * SEND NO MONEY NOW. THIS IS NOT AN INVOICE * * * * ***

Attachment: 1c HACS Supporting Docs IAR & Set Hearing (20370 : Proposed Habitat at Citrus Springs Phase I Assessment Area)

Attachment: 1c HACS Supporting Docs IAR & Set Hearing (20370 : Proposed Habitat at Citrus Springs Phase I Assessment Area)

APPENDIX D

ASSESSMENT ROLL

APPENDIX D
2022 HABITAT AT CITRUS SPRINGS PHASE 1
ASSESSMENT AREA

OWNER'S NAME	ALT KEY	PARCEL ID	# AU's	Asmnt Per AU
HABITAT FOR HUMANITY OF CITRUS INC	1231272	18E17S100020 01090 0060	1	$52.00
HABITAT FOR HUMANITY OF CITRUS INC	1232180	18E17S100020 01130 0010	1	$52.00
HABITAT FOR HUMANITY OF CITRUS INC	1231825	18E17S100020 01100 0230	1	$52.00
HABITAT FOR HUMANITY OF CITRUS INC	1231841	18E17S100020 01110 0010	1	$52.00
HABITAT FOR HUMANITY OF CITRUS INC	1231876	18E17S100020 01110 0040	1	$52.00
HABITAT FOR HUMANITY OF CITRUS INC	1231914	18E17S100020 01110 0080	1	$52.00
HABITAT FOR HUMANITY OF CITRUS INC	1232023	18E17S100020 01120 0040	1	$52.00
HABITAT FOR HUMANITY OF CITRUS INC	1232040	18E17S100020 01120 0060	1	$52.00
HABITAT FOR HUMANITY OF CITRUS INC	1232112	18E17S100020 01120 0130	1	$52.00
HABITAT FOR HUMANITY OF CITRUS INC	1232074	18E17S100020 01120 0090	1	$52.00
HABITAT FOR HUMANITY OF CITRUS INC	1232198	18E17S100020 01130 0020	1	$52.00
HABITAT FOR HUMANITY OF CITRUS INC	1231779	18E17S100020 01100 0180	1	$52.00
HABITAT FOR HUMANITY OF CITRUS INC	1232350	18E17S100020 01130 0180	1	$52.00
HABITAT FOR HUMANITY OF CITRUS INC	1231680	18E17S100020 01100 0090	1	$52.00
HABITAT FOR HUMANITY OF CITRUS INC	1231621	18E17S100020 01100 0030	1	$52.00
HABITAT FOR HUMANITY OF CITRUS INC	1231710	18E17S100020 01100 0120	1	$52.00
HABITAT FOR HUMANITY OF CITRUS INC	1231752	18E17S100020 01100 0160	1	$52.00
HABITAT FOR HUMANITY OF CITRUS INC	1231761	18E17S100020 01100 0170	1	$52.00
HABITAT FOR HUMANITY OF CITRUS INC	1231795	18E17S100020 01100 0200	1	$52.00
HABITAT FOR HUMANITY OF CITRUS INC	1231981	18E17S100020 01110 0150	1	$52.00
HABITAT FOR HUMANITY OF CITRUS INC	1232082	18E17S100020 01120 0100	1	$52.00
HABITAT FOR HUMANITY OF CITRUS INC	1232139	18E17S100020 01120 0150	1	$52.00
HABITAT FOR HUMANITY OF CITRUS INC	1232155	18E17S100020 01120 0170	1	$52.00
HABITAT FOR HUMANITY OF CITRUS INC	1232201	18E17S100020 01130 0030	1	$52.00
HABITAT FOR HUMANITY OF CITRUS INC	1232261	18E17S100020 01130 0090	1	$52.00
HABITAT FOR HUMANITY OF CITRUS INC	1231299	18E17S100020 01090 0080	1	$52.00
HABITAT FOR HUMANITY OF CITRUS INC	1232279	18E17S100020 01130 0100	1	$52.00
HABITAT FOR HUMANITY OF CITRUS INC	1232392	18E17S100020 01130 0220	1	$52.00
HABITAT FOR HUMANITY OF CITRUS INC	1231248	18E17S100020 01090 0030	1	$52.00
HABITAT FOR HUMANITY OF CITRUS INC	1231833	18E17S100020 01100 0240	1	$52.00
HABITAT FOR HUMANITY OF CITRUS INC	1231990	18E17S100020 01120 0010	1	$52.00
HABITAT FOR HUMANITY OF CITRUS INC	1231647	18E17S100020 01100 0050	1	$52.00
HABITAT FOR HUMANITY OF CITRUS INC	1231698	18E17S100020 01100 0100	1	$52.00
HABITAT FOR HUMANITY OF CITRUS INC	1231701	18E17S100020 01100 0110	1	$52.00

Attachment: 1c HACS Supporting Docs IAR & Set Hearing (20370 : Proposed Habitat at Citrus Springs Phase I Assessment Area)

APPENDIX D
2022 HABITAT AT CITRUS SPRINGS PHASE 1
ASSESSMENT AREA

OWNER'S NAME	ALT KEY	PARCEL ID	# AU's	Asmnt Per AU
HABITAT FOR HUMANITY OF CITRUS INC	1231728	18E17S100020 01100 0130	1	$52.00
HABITAT FOR HUMANITY OF CITRUS INC	1231949	18E17S100020 01110 0110	1	$52.00
HABITAT FOR HUMANITY OF CITRUS INC	1231809	18E17S100020 01100 0210	1	$52.00
HABITAT FOR HUMANITY OF CITRUS INC	1231230	18E17S100020 01090 0020	1	$52.00
HABITAT FOR HUMANITY OF CITRUS INC	1232325	18E17S100020 01130 0150	1	$52.00
HABITAT FOR HUMANITY OF CITRUS INC	1231655	18E17S100020 01100 0060	1	$52.00
HABITAT FOR HUMANITY OF CITRUS INC	1231663	18E17S100020 01100 0070	1	$52.00
HABITAT FOR HUMANITY OF CITRUS INC	1231892	18E17S100020 01110 0060	1	$52.00
HABITAT FOR HUMANITY OF CITRUS INC	1232007	18E17S100020 01120 0020	1	$52.00
HABITAT FOR HUMANITY OF CITRUS INC	1232015	18E17S100020 01120 0030	1	$52.00
HABITAT FOR HUMANITY OF CITRUS INC	1232210	18E17S100020 01130 0040	1	$52.00
HABITAT FOR HUMANITY OF CITRUS INC	1232376	18E17S100020 01130 0200	1	$52.00
HABITAT FOR HUMANITY OF CITRUS INC	1232449	18E17S100020 01140 0040	1	$52.00
HABITAT FOR HUMANITY OF CITRUS INC	1231256	18E17S100020 01090 0040	1	$52.00
HABITAT FOR HUMANITY OF CITRUS INC	1231311	18E17S100020 01090 0100	1	$52.00
HABITAT FOR HUMANITY OF CITRUS INC	1232295	18E17S100020 01130 0120	1	$52.00
HABITAT FOR HUMANITY OF CITRUS INC	1232104	18E17S100020 01120 0120	1	$52.00
HABITAT FOR HUMANITY OF CITRUS INC	1232171	18E17S100020 01120 0190	1	$52.00
HABITAT FOR HUMANITY OF CITRUS INC	1231922	18E17S100020 01110 0090	1	$52.00
HABITAT FOR HUMANITY OF CITRUS INC	1231931	18E17S100020 01110 0100	1	$52.00
HABITAT FOR HUMANITY OF CITRUS INC	1231973	18E17S100020 01110 0140	1	$52.00
HABITAT FOR HUMANITY OF CITRUS INC	1232031	18E17S100020 01120 0050	1	$52.00
HABITAT FOR HUMANITY OF CITRUS INC	1232066	18E17S100020 01120 0080	1	$52.00
HABITAT FOR HUMANITY OF CITRUS INC	1232121	18E17S100020 01120 0140	1	$52.00
HABITAT FOR HUMANITY OF CITRUS INC	1232163	18E17S100020 01120 0180	1	$52.00
HABITAT FOR HUMANITY OF CITRUS INC	1232228	18E17S100020 01130 0050	1	$52.00
HABITAT FOR HUMANITY OF CITRUS INC	1232384	18E17S100020 01130 0210	1	$52.00
HABITAT FOR HUMANITY OF CITRUS INC	1231850	18E17S100020 01110 0020	1	$52.00
HABITAT FOR HUMANITY OF CITRUS INC	1232091	18E17S100020 01120 0110	1	$52.00
HABITAT FOR HUMANITY OF CITRUS INC	1231671	18E17S100020 01100 0080	1	$52.00
HABITAT FOR HUMANITY OF CITRUS INC	1232244	18E17S100020 01130 0070	1	$52.00
HABITAT FOR HUMANITY OF CITRUS INC	1232252	18E17S100020 01130 0080	1	$52.00
HABITAT FOR HUMANITY OF CITRUS INC	1232422	18E17S100020 01140 0020	1	$52.00
HABITAT FOR HUMANITY OF CITRUS INC	1231302	18E17S100020 01090 0090	1	$52.00

Attachment: 1c HACS Supporting Docs IAR & Set Hearing (20370 : Proposed Habitat at Citrus Springs Phase I Assessment Area)

APPENDIX D
2022 HABITAT AT CITRUS SPRINGS PHASE 1
ASSESSMENT AREA

OWNER'S NAME	ALT KEY	PARCEL ID	# AU's	Asmnt Per AU
HABITAT FOR HUMANITY OF CITRUS INC	1232236	18E17S100020 01130 0060	1	$52.00
HABITAT FOR HUMANITY OF CITRUS INC	1232058	18E17S100020 01120 0070	1	$52.00
HABITAT FOR HUMANITY OF CITRUS INC	1232473	18E17S100020 01140 0070	1	$52.00
HABITAT FOR HUMANITY OF CITRUS INC	1232309	18E17S100020 01130 0130	1	$52.00
HABITAT FOR HUMANITY OF CITRUS INC	1232414	18E17S100020 01140 0010	1	$52.00
HABITAT FOR HUMANITY OF CITRUS INC	1232406	18E17S100020 01130 0230	1	$52.00
HABITAT FOR HUMANITY OF CITRUS INC	1231221	18E17S100020 01090 0010	1	$52.00
HABITAT FOR HUMANITY OF CITRUS INC	1231736	18E17S100020 01100 0140	1	$52.00
HABITAT FOR HUMANITY OF CITRUS INC	1232341	18E17S100020 01130 0170	1	$52.00
HABITAT FOR HUMANITY OF CITRUS INC	1232431	18E17S100020 01140 0030	1	$52.00
HABITAT FOR HUMANITY OF CITRUS INC	1231612	18E17S100020 01100 0020	1	$52.00
HABITAT FOR HUMANITY OF CITRUS INC	1231639	18E17S100020 01100 0040	1	$52.00
HABITAT FOR HUMANITY OF CITRUS INC	1231744	18E17S100020 01100 0150	1	$52.00
HABITAT FOR HUMANITY OF CITRUS INC	1231906	18E17S100020 01110 0070	1	$52.00
HABITAT FOR HUMANITY OF CITRUS INC	1231965	18E17S100020 01110 0130	1	$52.00
HABITAT FOR HUMANITY OF CITRUS INC	1232147	18E17S100020 01120 0160	1	$52.00
HABITAT FOR HUMANITY OF CITRUS INC	1232317	18E17S100020 01130 0140	1	$52.00
HABITAT FOR HUMANITY OF CITRUS INC	1232457	18E17S100020 01140 0050	1	$52.00
HABITAT FOR HUMANITY OF CITRUS INC	1231884	18E17S100020 01110 0050	1	$52.00
HABITAT FOR HUMANITY OF CITRUS INC	1231604	18E17S100020 01100 0010	1	$52.00
HABITAT FOR HUMANITY OF CITRUS INC	1232465	18E17S100020 01140 0060	1	$52.00
HABITAT FOR HUMANITY OF CITRUS INC	1231787	18E17S100020 01100 0190	1	$52.00
HABITAT FOR HUMANITY OF CITRUS INC	1231817	18E17S100020 01100 0220	1	$52.00
HABITAT FOR HUMANITY OF CITRUS INC	1231868	18E17S100020 01110 0030	1	$52.00
HABITAT FOR HUMANITY OF CITRUS INC	1231957	18E17S100020 01110 0120	1	$52.00
HABITAT FOR HUMANITY OF CITRUS INC	1232287	18E17S100020 01130 0110	1	$52.00
HABITAT FOR HUMANITY OF CITRUS INC	1232333	18E17S100020 01130 0160	1	$52.00
HABITAT FOR HUMANITY OF CITRUS INC	1232368	18E17S100020 01130 0190	1	$52.00
HABITAT FOR HUMANITY OF CITRUS INC	1231264	18E17S100020 01090 0050	1	$52.00
HABITAT FOR HUMANITY OF CITRUS INC	1231329	18E17S100020 01090 0110	1	$52.00
HABITAT FOR HUMANITY OF CITRUS INC	1231337	18E17S100020 01090 0120	1	$52.00
HABITAT FOR HUMANITY OF CITRUS INC	1231281	18E17S100020 01090 0070	1	$52.00

100 Records Printed

Attachment: 1c HACS Supporting Docs IAR & Set Hearing (20370 : Proposed Habitat at Citrus Springs Phase I Assessment Area)

AGENDA MEMORANDUM

FROM:	Charles R. Oliver, County Administrator
SUBJECT:	Presentation from Students working against Tobacco
AGENDA DATE:	**June 14, 2022**

BRIEF OVERVIEW:

Presentation from the Students Against Tobacco

BUDGET IMPACT/FUNDING SOURCE:

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

RECOMMENDED ACTION:

Presentation from the Students Against Tobacco

Building Healthy Communities Through Point of Sale

Students Working Against Tobacco
SWAT

Attachment: Citrus County Students Working Against Tobacco Presentation (20437 : Presentation from Students working against Tobacco)

1 IN 4 HIGH SCHOOL STUDENTS VAPE

Attachment: Citrus County Students Working Against Tobacco Presentation (20437 : Presentation from Students working against Tobacco)

CITRUS COUNTY STORES

THE PRODUCTS WE CHOOSE AND OUR BEHAVIORS ARE DIRECTLY INFLUENCED BY WHAT IS AVAILABLE IN OUR LOCAL STORES.

WHAT WE LOOK FOR IN TOBACCO SURVEILLANCE

Exterior Advertisements:

- Are they near schools?
- Are they within 3ft of the ground?
- Are there outdoor advertisements exceeding 14 ft (billboard)?

Attachment: Citrus County Students Working Against Tobacco Presentation (20437 : Presentation from Students working against Tobacco)

TOBACCO SURVEILLANCE:
INTERIOR ADVERTISEMENTS AND PRODUCT PLACEMENT

> "PROMOTIONAL POSITIONING OF TOBACCO PRODUCTS WITH NON-TOBACCO PRODUCTS CREATES FAMILIARITY AND PERCEIVED POPULARITY. THIS IS KNOWN AS INTRUSIVE VISIBILITY."

WHEN DOING TOBACCO SURVEILLANCE OF A STORE'S INTERIOR...

- ARE TOBACCO PRODUCTS IN SELF-SERVICE DISPLAYS?
- ARE TOBACCO LOOK-A-LIKE PRODUCTS FOR SALE?
- ARE FREE SAMPLES OFFERED?
- ARE PRODUCTS OR ADS THAT ARE YOUTH-ORIENTED DISPLAYED WITHIN 2FT?
- ARE ANY YOUTH PRODUCTS WITHIN 12" OF TOBACCO PRODUCTS?

Attachment: Citrus County Students Working Against Tobacco Presentation (20437 : Presentation from Students working against Tobacco)

PRODUCT PLACEMENT IN CONVENIENCE STORES IS DESIGNED TO RECRUIT NEW USERS

Attachment: Citrus County Students Working Against Tobacco Presentation (20437 : Presentation from Students working against Tobacco)

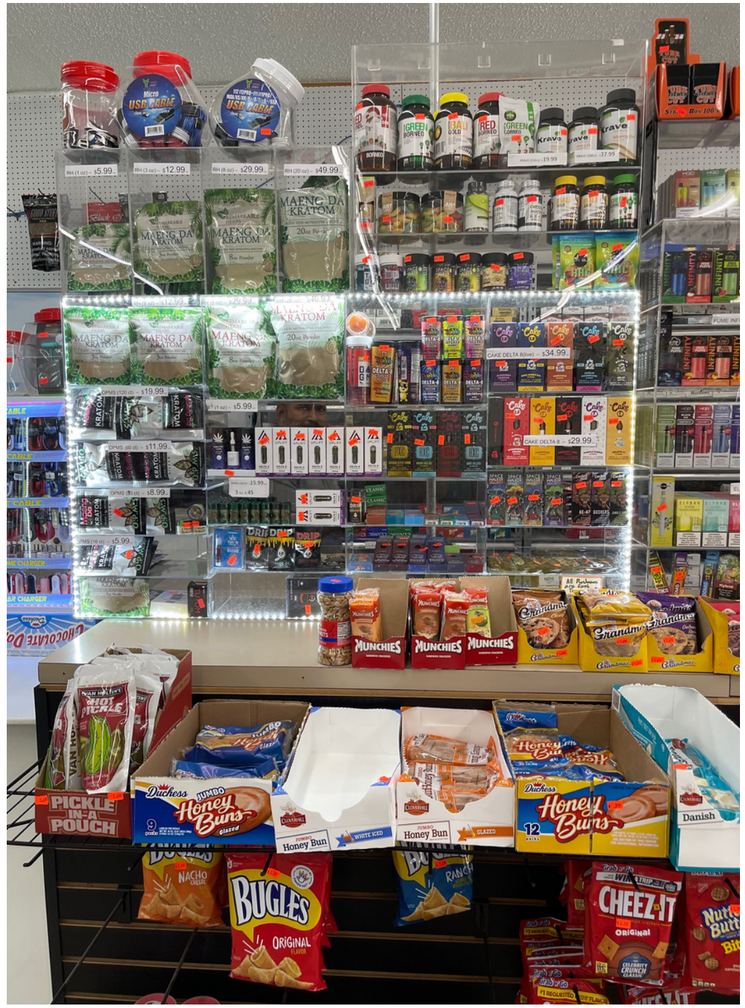
TOBACCO POWER WALL

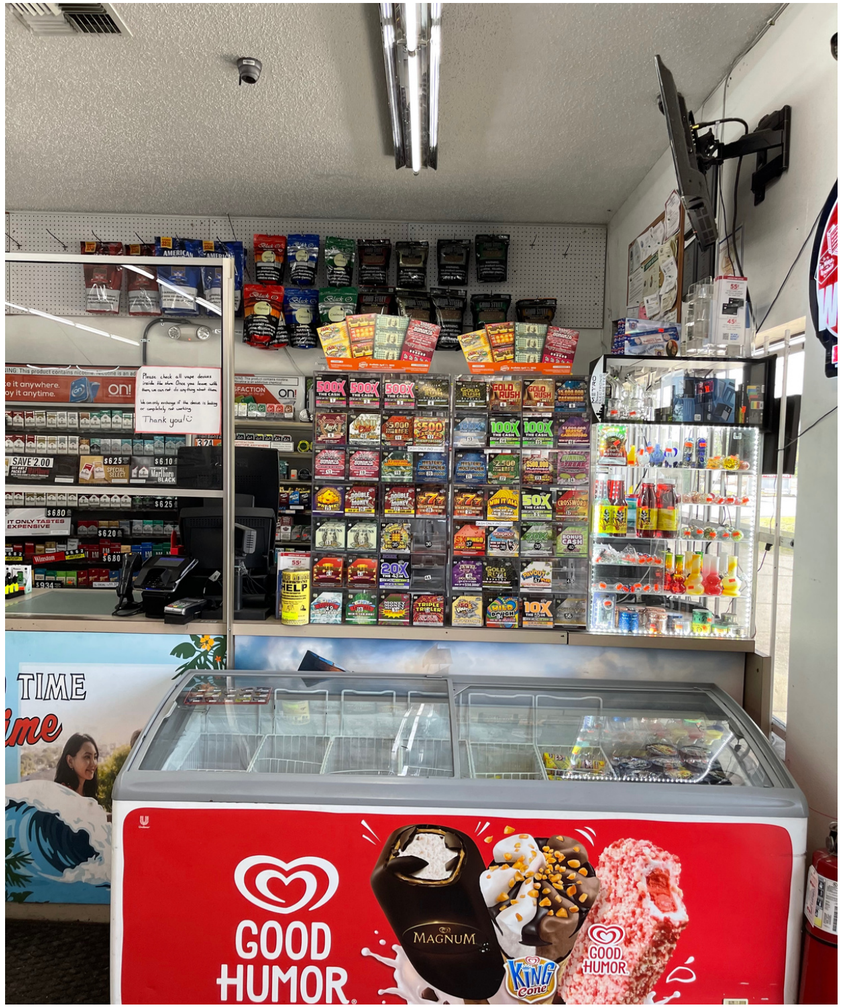
Tobacco power walls take up a large portion of the wall behind the register, displaying an array of tobacco and nicotine products in a way that attracts new customers. These walls can impact adolescent perception of the normalization of cigarettes.

Attachment: Citrus County Students Working Against Tobacco Presentation (20437 : Presentation from Students working against Tobacco)

WALL OF SHAME

WHAT IS IN CITRUS COUNTY NOW?





Attachment: Citrus County Students Working Against Tobacco Presentation (20437 : Presentation from Students working against Tobacco)

WALL OF SHAME

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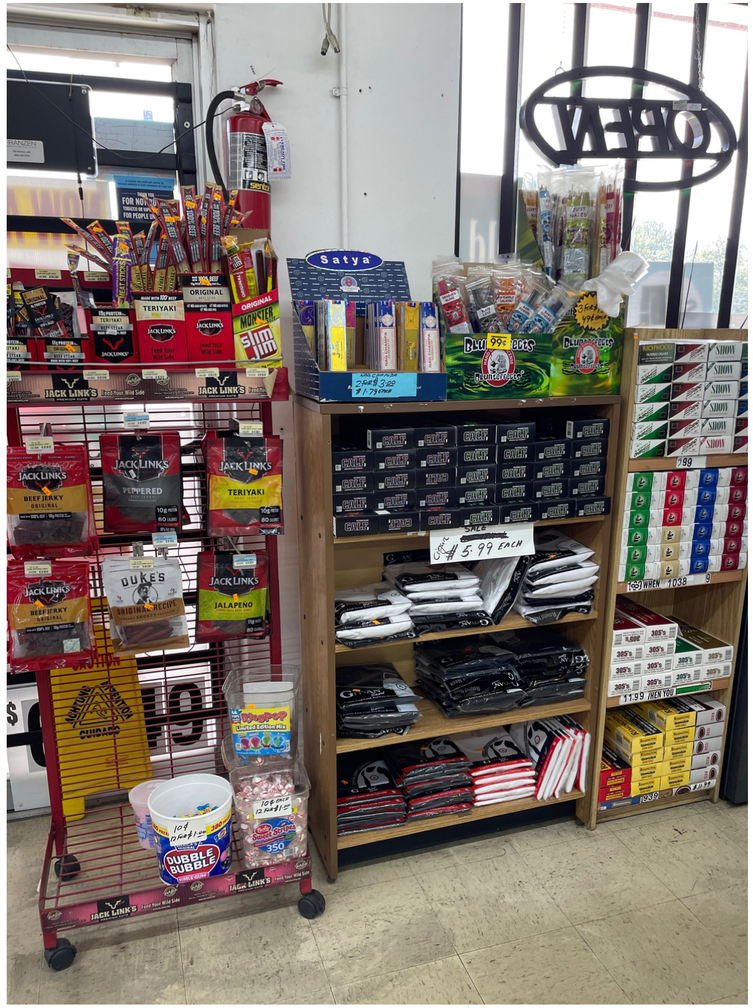
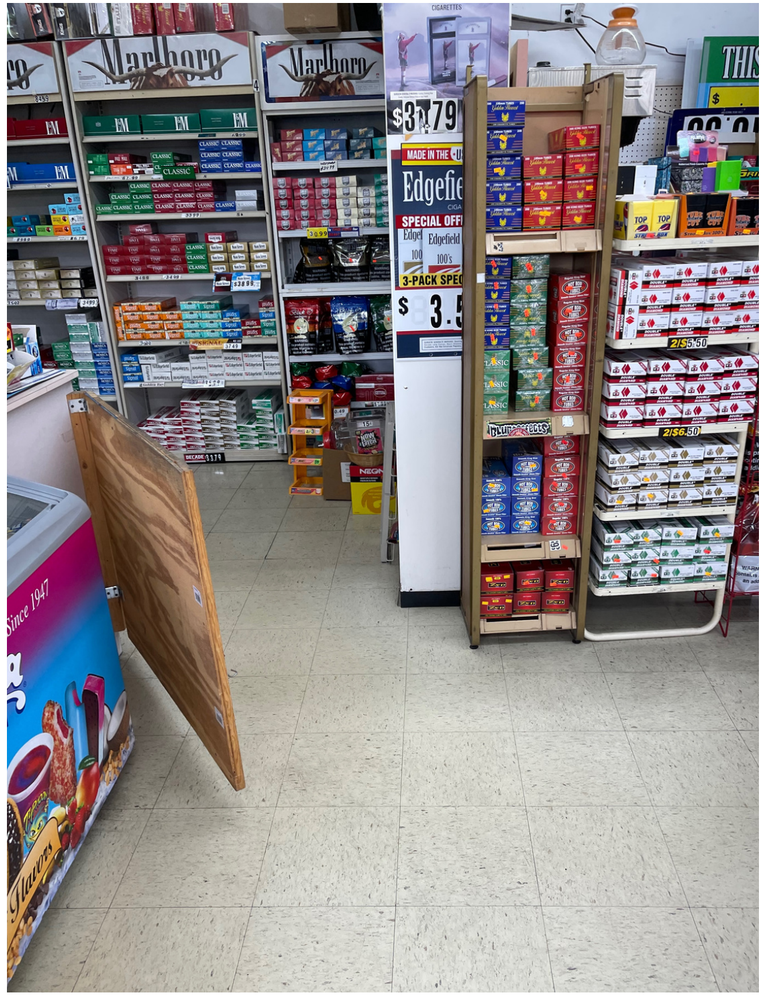




Attachment: Citrus County Students Working Against Tobacco Presentation (20437 : Presentation from Students working against Tobacco)

WHAT WE NEED TO CHANGE...

Attachment: Citrus County Students Working Against Tobacco Presentation (20437 : Presentation from Students working against Tobacco)

THEN VS NOW:

HAS ANYTHING CHANGED?

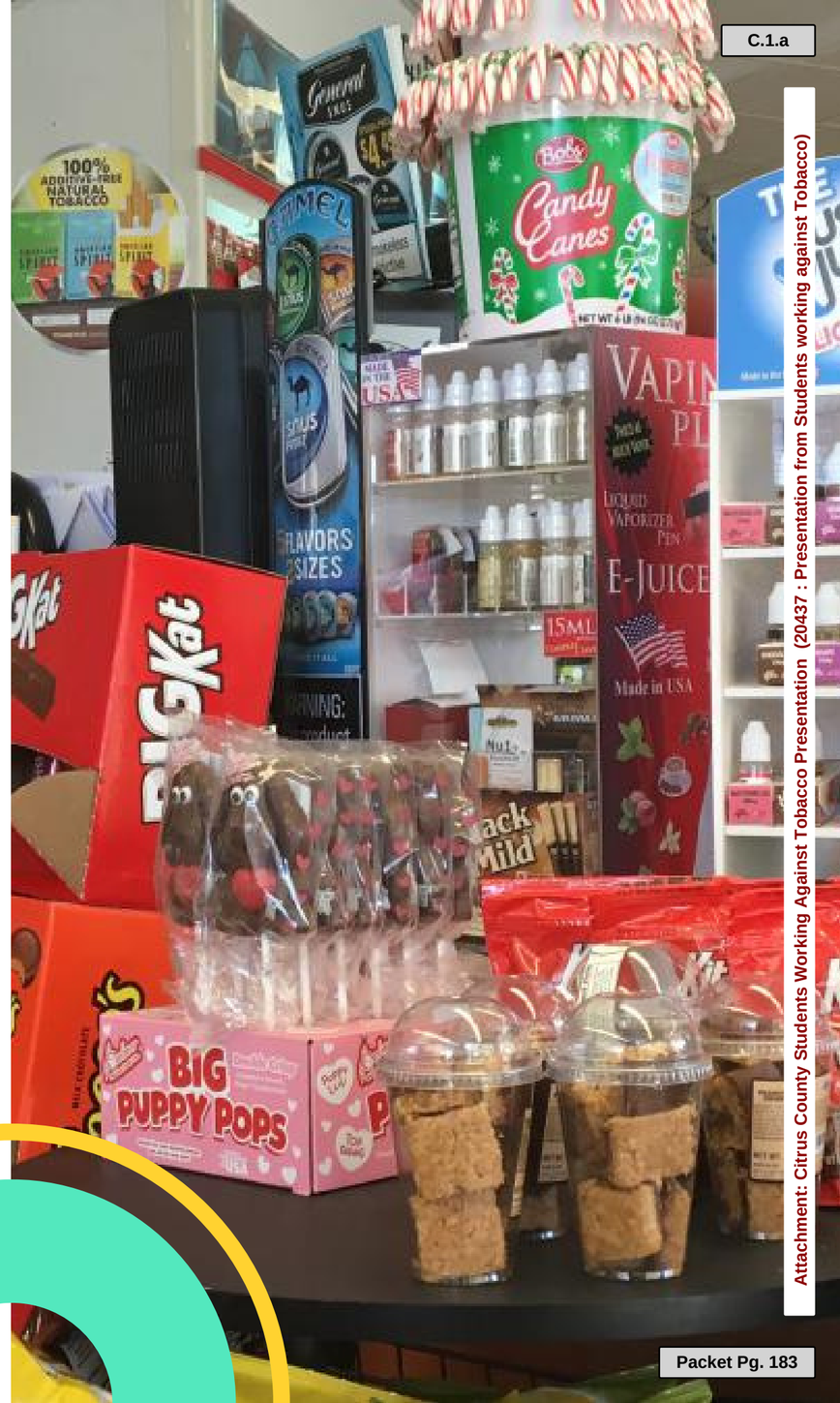
2020

2022

Attachment: Citrus County Students Working Against Tobacco Presentation (20437 : Presentation from Students working against Tobacco)

Let's Work Together

- At the local level, Citrus County needs to require that new and existing businesses must have a license before they are allowed to sell e-cigarette products.
- Licensing enables the governing body to maintain a current and comprehensive list of businesses that sell this form of tobacco.



VAPING RETAILER LICENSE PROGRAM

Benefits for our Community...

- A vaping retail license would allow for the suspension and/or revocation of a store's license for violating regulations.
- It also increases the likelihood that retailers will adhere to regulations, with a greater consequence than a fine, which some retailers may view as the cost of doing business.

Attachment: Citrus County Students Working Against Tobacco Presentation (20437 : Presentation from Students working against Tobacco)

As you have seen...

Tobacco products come in youth-appealing flavors and are placed on countertops.

They are within three feet of the floor and within a foot of candy.

There are outdoor advertisements for tobacco products that exceed 14 square feet.

Few age-of-sale reminders, calendars, stickers, or similar are located near registers

Only 6 out of 91 stores meet the standards set by Counter Tools for retail compliance.

Attachment: Citrus County Students Working Against Tobacco Presentation (20437 : Presentation from Students working against Tobacco)

Attachment: Citrus County Students Working Against Tobacco Presentation (20437 : Presentation from Students working against Tobacco)

THANK YOU!

Attachment: Citrus County Students Working Against Tobacco Presentation (20437 : Presentation from Students working against Tobacco)

AGENDA MEMORANDUM

FROM:	Colleen Scott, Management & Budget Director
SUBJECT:	AGR 22-093 Solid Waste Management Compactor Rental
AGENDA DATE:	**June 14, 2022**

BRIEF OVERVIEW:

The Citrus County Landfill currently leases a Volvo compactor for operations, however the Volvo lease will be ending in June. Volvo has informed Fleet Management that they will be picking up the compactor after the lease ends. Fleet Management has been working on a new lease agreement with Tana, however it could be four to six months before a compactor will be delivered to the Landfill.

The Landfill's permit requires that a compactor be on site at all times. Due to the delay in receiving the new leased compactor, it will be necessary for the Landfill to rent a compactor. Fleet Management has located a rental compactor and a copy of the agreement has been provided. The agreement will be with Humdinger Equipment, Ltd. and will be a month-to-month rental at the rate of $30,000 per month. The agreement includes an excess hourly charge of $185 per hour over the monthly 260 hour allowance, as well as delivery and pick-up fees. The County will also be responsible for all maintenance, repairs, and damage incurred during the rental.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance
5215-54400	Rentals & Leases	$466,520	$141,730	$0	$324,790

RECOMMENDED ACTION:

Approve and authorize the Chairman to sign the compactor rental agreement once the documents are approved by the County Attorney.

EXHIBIT "A"

1. Names

   Humdinger Equipment, Ltd., Owner/Lessor

   Citrus County, Florida, Customer/Lessee

2. Lessor agrees to rent the following equipment:

   Tana E520 Landfill Compactor Serial # AT1169

3. Duration: Start Date: / / 2022 at hours meter. Planned End Date: / / .

4. Rental Costs: Lessee will repair any damage incurred during the Term except for damage caused by the actions of Lessor. Lessor will deliver the Equipment to Lessee with all PM service up to date and Lessee will pay for any PM service due during the Term. The rental amount below will be paid at the beginning of each rental cycle. The Lessee will pay for all daily maintenance, preventative maintenance, and wear repairs while rented. If other mechanical failures occur Humdinger will decide how to address the repair. If repair is not completed to the satisfaction of Lessee, Lessee has the right to end the rental agreement but is still responsible for return freight.

   Month to month rental rate $30,000 per month

5. Payment: Due on first day of the contract rental cycle.

6. Excess hour charges: USD$185.00 per hour in excess of 260 hours per the rental period. This will be charged on a monthly basis. This is based on total accumulated hours. One month is 200 hours, two months is a total of 400 hours. Example: Month 1 = 250 Hour and Month 2 = 150 hours, so the total is 400 hours with no excess hour charges.

7. Security Deposit: Not Required

8. Delivery method: Lessee to pay actual delivery and return to Lessee's facility. This is due at the beginning of the rental. If Lessee agrees to store the unit after rental ends until the next rental the return freight will not have to be paid.

9. Value of equipment at time of lease/Rent-to-Own: Retail price at time of this rental is $845,000.00.

10. Insurance: Must meet requirements in contract and provide certificate to Lessor prior to unit shipping to Lessee

Customer Signature:_____ Title:_____

Printed Name:_____Date_____

Attachment: New Compactor Rental 4-29-22 (20345 : AGR 22-093 Solid Waste Management Compactor Rental)

1. **DEFINITIONS.** "HEQ" means Humdinger Equipment, Ltd.., a Texas Corporation doing business as Humdinger Equipment, 3202 Clovis Road, Lubbock, Texas, also known as Lessor. "Customer" means the person or entity identified as the lessor in Exhibit "A", including any representative, agent, officer or employee of Customer.

2. **AUTHORITY TO SIGN**. Any individual signing this Rental Contract represents and warrants that they are of legal age, and has all authority and power to sign this Rental Contract on their own behalf or for the Customer. Furthermore, notwithstanding any claim of agency relationship, the person signing this Rental Contract is in all events considered directly and personally liable under this Rental Contract jointly and severally with the named Customer.

3. **COVENANTS AND CONDITIONS.** Each term and provision of this Rental Contract performable by Customer is construed to be both a covenant and a condition. Customer warrants that all data and information furnished to HEQ, including identification presented HEQ and any financial statement or other credit information furnished to HEQ as an inducement to HEQ to lease the Equipment, and that all financial statements, information, data, names and addresses are true, correct and current. Customer shall promptly notify HEQ of any changes.

4. **TERM.** HEQ, rents the Equipment described in Exhibit "A" to the Customer for the term commencing when the Equipment leaves HEQ's premises and ending upon the expiration of the term for any reason whatsoever. Unless otherwise specified in writing, the term is a minimum of one day. No allowance is made for Sundays, holidays or time in transit nor for any time the Equipment is not in use. This Rental Contract continues in full force and effect until the expiration of the term specified on the front side of this Rental Contract or until the Equipment is returned to HEQ at its place of business, whichever occurs later.

5. **RELEASE AND INDEMNITY**. Customer releases any claim now or hereafter existing against HEQ on account of, and agrees to defend, indemnify and hold HEQ harmless from, all claims, losses, damages, suits and judgments and all other costs and expenses, including attorney's fees, which result from or arise out of the selection, delivery, condition, use, operation, maintenance or repair of the equipment before, during or after the term of this lease, or which are attributable to any defect in the equipment, regardless of when the defect, suit, judgment, cost or expense resulting from or arising out of HEQ's strict liability in tort, negligence or breach of warranty.

6. **DISCLAIMER OF WARRANTIES**. Customer acknowledges and agrees that: (A) The equipment is of a size, design, and manufacturer selected by customer and is suitable for customer's purposes and contains all safety features deemed necessary by customer; (B) HEQ has made and makes no representation or

Attachment: New Compactor Rental 4-29-22 (20345 : AGR 22-093 Solid Waste Management Compactor Rental)

warranty of title, fitness for a particular use or purpose, all of which representations and warranties are disclaimed. In the event of mechanical defect or failure of the equipment, customer's sole remedy is the termination of rent at the time of failure, provided customer promptly notifies HEQ in writing of said failure. In no event is HEQ responsible for any incidental or consequential damages caused by delay or otherwise.

7. **LIMITATION OF LIABILITY.** In no event shall HEQ be responsible to customer or any other party for any loss, damage, or injury cause by, resulting from or in any way connected with the equipment, its operation or its use, HEQ's failure to deliver the equipment as required hereunder, or HEQ's failure to repair or replace non-working equipment, Customer acknowledges and assumes all risks inherent in the operation, use and possession of the equipment from the time the equipment is delivered to the customer until the equipment is returned to HEQ and Customer will take all necessary precautions to protect all persons and property from injury or damage from the equipment.

8. **USE OF EQUIPMENT.** Customer agrees, at Customer's sole expense, to comply with all municipal, state, and federal laws, ordinances and regulations which may apply to the use of the Equipment: (a) in an illegal manner, or (b) without appropriate licenses or permits required under any applicable law.

9. **TIME OF RETURN**. Customer's right to possession terminates on the expiration of the term and retention of possession after this time constitutes a material breach of this Rental Contract. Time is the essence of this Rental Contract. Any extension of the term must me mutually agreed upon in writing.

10. **EXCESS USAGE CHARGE.** Rental is charged on a time out basis, whether the Equipment is in use or not. Rental rates are based on a maximum workday of 8 hours, maximum workweek of 40 hours, and maximum work month of 176 hours. Excess usage is charged for Equipment working in excess of these hours, at HEQ's customary rates, which Customer shall pay on demand. This section does not apply to HEQ's earth moving scraper products.

11. **RENTAL RATES.** Rental rates are set forth in Exhibit "A". Rental rates do not include delivery or pickup charges, fuel, applicable taxes, cleaning or repair charges, assessments or any other incidental costs or expenses. Customer agrees that all these charges are borne by Customer. All freight and switching charges, demurrage, transportation charges, loading and unloading charges, both ways, are to be paid by Customer. Return transportation charges are to be prepaid by Customer.

12. **RECEIPT OF EQUIPMENT.** By accepting delivery, Customer acknowledges that it received the Equipment in good, working and secure condition. Furthermore, all

Attachment: New Compactor Rental 4-29-22 (20345 : AGR 22-093 Solid Waste Management Compactor Rental)

devices and materials, if any, used to connect the Equipment to Customer's towing motor vehicle were in good, working and secure condition.

13. **WAIVER OF DEFECTS.** Customer covenants and agrees to make a complete inspection before using the Equipment and no later than 12-hours after receipt of the Equipment and any claims for defect must be made within a 24-hour period. If no claims are made within the 24-hour period, then Customer acknowledges that the Equipment is in good and serviceable condition, and fit for its intended use, and Customer takes the Equipment after the 24-hour period 'AS IS," regardless of defects, latent or otherwise. Upon failure of the Equipment, for any reason whatsoever, Customer shall promptly notify HEQ of the failure and at Customer's expense immediately return the Equipment to HEQ's premises.

14. **RETURN OF EQUIPMENT; REPAIRS; AND LIABILITY.** At the termination of this Rental Contract, Customer shall return the Equipment to HEQ's premises during HEQ's regular business hours, in the condition and repair as when delivered to Customer, except reasonable wear and tear. If HEQ agrees to deliver the Equipment to Customer or to pick up the Equipment from Customer, Customer is responsible for all loss or damage to the Equipment from time of delivery to Customer until pickup by HEQ. Customer shall provide daily preventative maintenance and is fully responsible for all loss or damage to the Equipment until returned, including loss or damage caused by Customer, or any third party due to abuse, misuse, neglect, carelessness or accident and tire damage of any kind. If the Equipment is returned in a damaged or excessively worn condition, Customer shall pay HEQ the reasonable cost of repair and shall pay rental on the Equipment at ½ the regular rate until repairs are completed. The reasonable cost of repair includes, in the event of onsite repairs or maintenance, HEQ's account and expense or to expend any money in repairing the Equipment without HEQ's consent. "Reasonable wear and tear" means only the normal deterioration of the Equipment caused by ordinary and reasonable use. By way of example, the following are not "reasonable wear and tear": damage resulting from lack of lubrication or maintenance of necessary oil, water, lubricants and air pressure levels; damage resulting from any collision, overturning or improper operation of the Equipment, including overloading or exceeding the rated capacity of the Equipment; damage in the nature of dents, bending, tearing, straining and misalignment to the Equipment. If the Equipment is lost, stolen, destroyed or damaged beyond repair, HEQ and Customer agree that for the purpose of determining the amount of the loss of damage, neither the age nor the depreciated value of the Equipment is considered in determining the value of the Equipment. Due to inflation and due to the monies expended by HEQ to continually keep the Equipment in like-new condition, HEQ and Customer agree that the true and reasonable value of the Equipment is the original cost of the Equipment on the date of purchase by HEQ or the full replacement cost of similar equipment, of similar age and condition, whichever is

Attachment: New Compactor Rental 4-29-22 (20345 : AGR 22-093 Solid Waste Management Compactor Rental)

higher. HEQ and Customer further agree that no rental previously paid or accrued under this Rental Contract is considered in determining the amount of the loss of damage.

15. ASSIGNMENT, SUBLETTING AND LOCATION. This Rental Contract may not be assigned by Customer, and neither the whole nor any part of the Equipment may be sublet or sub rented by Customer, or removed from the location at which Customer represented it was intended to be used, or removed from the country into which shipped, without HEQ's prior written consent.

16. CUSTOMER INSURANCE OBLIGATIONS

A. Physical Damage to the Equipment: All Customers must provide to HEQ, at the time the Equipment is rented, a Certificate of Insurance in an amount not less than one million dollars (1,000,000) naming HEQ as a loss payee and/or additional insured on said certificate evidencing coverage for physical damage to the Equipment. Such physical damage insurance covering the Equipment may not be cancelled or materially modified except upon thirty (30) days prior written notice to HEQ. Customer shall deliver a copy of the policy to HEQ at any time, upon request from HEQ, to show strict proof thereof.

B. In cases of fire, theft, vandalism, or natural disasters causing loss of destruction to the Equipment, Customer in all events is charged and agrees to pay HEQ the sum of 100% of the 4-week rental charge in effect on the date of this Rental Contract. In addition, Customer must notify the police within 24 hours of the loss and promptly provide HEQ with a copy of the police report.

C. Notwithstanding the foregoing, HEQ will not waive a claim for loss or damage: (i) caused by intentional acts of abuse by Customer, its employees or persons to whom the Equipment is entrusted; (ii) caused by operator neglect, misuse, abuse, carelessness or accident by Customer, its employees or persons to whom the Equipment is entrusted; (iii) for theft of accessories, such as hoses, blades, tires, electric cords, tools and other similar items; (iv) caused by exceeding or overloading the rated capacity of the Equipment; (v) to motors or other electrical devices caused by surges in electrical current; (vi) resulting from a lack of providing lubrication or other normal servicing of the Equipment; (vii) to tires, tubes or wheels caused by deflation, blowouts, bruises, dents, cuts, road hazards or other causes inherent in the use of the Equipment; (viii) due to mysterious or unexplained disappearance or by wrongful conversion by the Customer in possession of the Equipment; (ix) caused by use of the Equipment in violation of any terms of the Rental Contract; or (x) that was or should have been expected due to an extraordinary application or use of the Equipment.

D. Bodily Injury/Property Damage; Responsibility To Third Parties: In addition to the foregoing physical damage insurance for the Equipment, Customer will, at Customer's expense, at all times during the term of the Rental Contract, maintain in force a commercial general liability insurance policy covering bodily injury/property damage liability in addition to any insurance maintained by HEQ in an amount not less than one million dollars ($1,000,000) combined single limit. Such third party liability coverage shall be primary, and not excess or on a contributory basis, and shall provide coverage for liability for injuries and or damage sustained by any person or persons, agents or employees of Customer, and Customer's indemnity obligations herein. Customer

Attachment: New Compactor Rental 4-29-22 (20345 : AGR 22-093 Solid Waste Management Compactor Rental)

agrees to abide by all of the terms and conditions of said insurance. In the event of a loss, Customer, its agents and employees will cooperate fully with HEQ and Customer's insurer in the investigation, prosecution and/or defense of any claim or suit arising therefrom and will do nothing to impair or invalidate the applicable insurance coverage. HEQ does not provide, extend or afford any insurance coverage to Customer, or any authorized operator of the Equipment under this Rental Contract.

17. **SAFETY** Customer agrees and warrants to HEQ: (a) that the Equipment will be used and operated only by qualified operators; (b) that every operator shall read and comply with all warnings and instructions pertaining to the Equipment; (c) that Customer will routinely inspect the Equipment; and (d) that Customer will not compromise the integrity of any safety systems of the Equipment.

18. **GOVERNING LAW**. This rental agreement will be governed by and construed in accordance with the laws of the State of Texas.

19. **RECALL AND RETURN NOTICE.** HEQ may, for any reason, recall the Equipment upon reasonable notice to Customer. Further, Customer hereby authorizes HEQ, at HEQ's option, to terminate this Rental Contract at any time without prior notice if, in HEQ's opinion, the Equipment is being overloaded, improperly used or abused, or the interest of HEQ in the Equipment is otherwise impaired in any manner, and HEQ upon this occurrence may immediately take possession and remove the Equipment. HEQ may at all reasonable times enter the premises where the Equipment is located for the purpose of inspecting it and observing its use. Customer shall advise HEQ of the exact location of the Equipment whenever requested by HEQ.

20. **TITLE.** This Rental Contract is not a contract of sale. Title to the Equipment, which is the subject of this Rental Contract, now is and at all times remains and is vested only in HEQ and nothing contained in this rental agreement shall be deemed to have the effect of conferring upon the Customer any right or title whatsoever. Customer may not mortgage the Equipment or permit any liens or claims to be filed against the Equipment. If any attempt is made to file or claim any lien against the Equipment or the Equipment is attached or subject to levy, Customer agrees to immediately notify HEQ of the claims in writing and take all necessary steps to protect the Equipment against these claims.

21. **DEFAULT.** If Customer fails to make any rental payments when due, attempts to sell or encumber the Equipment, ceases operating, institutes or has instituted against it proceedings under any insolvency law, makes an assignment for the benefit of creditors, fails to comply with any of the provisions of this Rental Contract, any attachment, execution or writ of process is levied against the Equipment of any of Customer's property, or if for any reason HEQ deems itself insecure or the Equipment unsafe, Customer shall deliver the Equipment to HEQ on demand. If Customer fails to deliver the Equipment to HEQ, HEQ or its agents may, without notice, enter the premises or job location occupied by Customer without being a trespasser and render the Equipment inoperative or take possession of and remove the Equipment without process of law. In the event of default, Customer shall pay all minimum rentals and other rentals due, damages for injury to the Equipment, costs of removal of the Equipment from the possession of Customer, freight charges, transportation charges and other charges

Attachment: New Compactor Rental 4-29-22 (20345 : AGR 22-093 Solid Waste Management Compactor Rental)

incurred in the removal and return to HEQ at its place of business. In addition, HEQ further has all the rights and remedies to enforce its rights and remedies under this Rental Contract, Customer shall pay to HEQ employs and attorney to enforce its rights and remedies under this Rental Contract, Customer shall pay to HEQ at a reasonable sum for HEQ's attorneys' fees.

22. **FINANCE CHARGES; ATTORNEYS' FEES.** If necessary to enforce collection of the amount due under this Rental Contract, Customer agrees to pay all collection costs and charges, including court costs and attorneys' fees, plus service or finance charges of equal to the lesser of (a) 1 ½% per month; or (b) the maximum rate permitted by applicable law, on all balances 30 days or more delinquent.

23. **MISCELLANEOUS.** The failure by HEQ to insist upon strict performance by Customer of the terms and conditions of this Rental Contract is not construed as a waiver of HEQ's right to demand strict compliance under all conditions and terms under this Rental Contract. Notice of demand for strict compliance is full term of this Rental Contract, and no rent abates by reason of termination of Customer's right of possession and the taking of possession by HEQ or for any other reason. All rents and other sums of money payable by Customer under this Rental Contract are due and payable at the offices of HEQ in Lubbock County, Texas. The Rental Contract is governed by the laws of the State of Texas and the venue of any action arising out of this Rental Contract is in Lubbock County, Texas. Neither the invalidity nor the unenforceability of any provisions of this Rental Contract affects or impairs any other provisions of this Rental Contract. This Rental Contract constitutes the entire agreement of the parties and no modification of this Rental Contract is binding unless in writing and signed by HEQ. This Rental Contract is binding upon and inures to the benefit of the parties and their respective heirs, executors, representatives, and agents.

Attachment: New Compactor Rental 4-29-22 (20345 : AGR 22-093 Solid Waste Management Compactor Rental)

AGENDA MEMORANDUM

FROM:	Colleen Scott, Management & Budget Director
SUBJECT:	ITB 21-098 Sell and Transportation of Scrap Metal at Landfill; Trademark Metals Recycling LLC
AGENDA DATE:	**June 14, 2022**

BRIEF OVERVIEW:

On June 20, 2021, Staff advertised ITB 21-098 Sell and Transportation of Scrap Metal at the Central Landfill and only one Bid was received.

After the review of the Agreement between both the County and Contractor has been completed, staff desires to award this Agreement to Trademark Metals Recycling LLC to sell and transport scrap metal at the Landfill.

This is revenue to the County for the sale of scrap metal.

BUDGET IMPACT/FUNDING SOURCE:

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

401-365000 Revenue Account- Landfill Sale/Surplus Material

RECOMMENDED ACTION:

Approve and Authorize the Chairman to execute the Agreement between Citrus County, Florida and Trademark Metals Recycling LLC to sell and transport scrap metal from the landfill.

Board of County Commissioners
DEPARTMENT OF PUBLIC WORKS
SOLID WASTE MANAGEMENT DIVISION
P.O. Box 340, Lecanto, Florida 34460
Telephone: (352) 527-7670 FAX: (352) 527-7672
email: landfillinfo@citrusbocc.com
TDD Telephone: (352) 527-5303
Citrus Springs/Dunellon/Inglis/Yankeetown,Toll Free (352) 489-3120
TTY Telephone (352) 527-0825 or (352) 527-5312

September 14, 2021

To: Colleen Scott, Management and Budget Director
Linda Morse, Purchasing and Contracts Manager

From: Henry C Norris Jr, Solid Waste Management Director
Through: Randall Olney, PE Public Works Department Director

Subject: Recommended Contract Award for ITB-21-098

Based on the results received from a single (1) bid submitted under ITB-21-098 for the transportation and recycling of scrap metal received at the Citrus County Landfill, the Solid Waste Divisions recommendation for contract award is Trademark Metal Recycling, LLC.

Attachment: 6-14-22 ITB 21-098 Agenda Docs (20384 : ITB 21-098 Sell and Transportation of Scrap Metal at Landfill; Trademark Metals

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: Purchase and Transportation of Scrap Metal from the Citrus County Central Landfill
(Two lines maximum)

DEPARTMENT / DIVISION: Department of Public Works / Solid Waste Management Division

ACCOUNT NUMBER:
(Four lines maximum) 401-365500

BUDGET AMOUNT: $0.00

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

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

The Project shall consist of a Contractor providing trailers or roll-off containers, and the purchase and transportation of scrap metal and white goods from the Citrus County Central Landfill.

Justification: Scrap Metal and white goods are restricted from disposal into a lined landfill cell. The sale of these materials also provides additional revenue for the County.

This Bid is to replace current ITB #15-050 (Purchase and Transportation of Scrap Metal from the Citrus County Central Landfill)

REQUESTOR (SIGNATURE) _____ DATE 5/10/2021

REQUESTOR (PRINT NAME) Joshua Younce DATE 5/10/2021

DIVISION DIRECTOR _____ DATE 5/10/2021

DEPARTMENT DIRECTOR _____ DATE 5/14/21

MANAGEMENT & BUDGET DIRECTOR _____ DATE 5/14/2021

Attachment: 6-14-22 ITB 21-098 Agenda Docs (20384 : ITB 21-098 Sell and Transportation of Scrap Metal at Landfill; Trademark Metals

ITB 21-098
SELL AND TRANSPORTATION OF SCRAP METAL AT LANDFILL
THURSDAY, JULY 22, 2021@ 2:15 PM

CITRUS COUNTY BOARD OF COUNTY COMMISSIONERS
RECORD OF ONLINE BID OPENING

Person Opening Bids: Linda Morse / *Linda Morse*
Print Signature

Person Recording Bids: Vicki Austin / *Vicki Austin*
Print Signature

OPENING TABULATION

Company Name	Total Base Bid	Alternate (If applicable)
Trademark Metals recycling LLC	41.70% per ton $ 50.00 guaranteed minimum	

ONLINE CALL ATTENDEES

Name / Phone	Company	Email
Linda Morse 352-527-5457	Citrus Co BOCC Purchasing	Linda.morse@citrusbocc.com
Vicki Austin 352-527-5457	Citrus Co BOCC Purchasing	Vicki.austin@citrusbocc.com

Summary of Meeting:

Citrus County, Florida will now proceed to review and evaluate the proposals received.

Attachment: 6-14-22 ITB 21-098 Agenda Docs (20384 : ITB 21-098 Sell and Transportation of Scrap Metal at Landfill; Trademark Metals

BID FORM
(Page 1 of 3)

BIDDER'S NAME: Trademark Metals Recycling LLC
(Name of Company submitting the Bid)

✓ Our Bid is in compliance with all specifications.

Per our legal team, TMR reserves the right to negotiate the terms and conditions of the parties agreement.

Allow "Piggybacking"? ✓ YES _____ NO

Claiming "Local Preference"? _____ YES ✓ NO

(Supportive documentation MUST be submitted with the Bid if claiming local preference.)

The County will only receive bid submittals through the online solicitation management portal, Vendorlink, LLC. You may enter information and upload completed forms/documents using the Vendorlink, LLC portal. Bidders must have registered and received an established account in advance of uploading submissions.

UPLOAD A SINGLE FILE TO INDICATE YOUR COMPANY NAME AND BID # ITB 21-098

Bids are due on or before: July 22, 2021

ADDENDA

Bidder hereby acknowledges that they have received Addenda No.'s N/A, _____, _____, _____, _____, _____, (Bidder shall insert the number of each Addendum received) and agrees that all addenda issued are hereby made part of the Invitation to Bid and their Bid Price includes all impacts resulting from said addenda.

CONTRACT EXECUTION

Bidder agrees that if their Bid is accepted for award the contents of their Bid shall become a contractual obligation and that they will furnish all supervision, labor, materials, equipment, supplies, machinery, tools, apparatus, insurance, bonds and anything else required to provide the service as specified in the Bid Documents.

Attachment: 6-14-22 ITB 21-098 Agenda Docs (20384 : ITB 21-098 Sell and Transportation of Scrap Metal at Landfill; Trademark Metals

BID FORM
(Page 2 of 3)

BIDDER'S DECLARATION AND UNDERSTANDING

Bidder declares (1) that the only persons or parties interested in this Bid are those named herein, (2) that their Bid is, in all respects, fair and without fraud, (3) that their Bid is made without collusion with any official of the County, and (d) that their Bid is made without any connection of collusion with any person submitting another Bid for this Invitation to Bid.

Bidder understands and agrees that if an award is made, County may elect to award all schedules separately or in any combination that is in the best interest of County.

Bidder further declares (1) that they have carefully examined the Bid Documents for the Services covered under this Invitation to Bid, (2) that they have personally inspected the site where the Services will be performed, if applicable and (3) that their Bid is made according to the provisions and the terms and conditions noted in the Invitation to Bid, which are hereby made a part of their Bid.

CERTIFICATES OF INSURANCE

If an award is made, the Successful Bidder agrees to obtain the minimum types and limits of insurance as specified in the Invitation to Bid and will provide County certificates of insurance evidencing such. Furthermore, should Bidder be required to procure additional insurance to meet County's minimum insurance requirements, Bidder has factored the cost for such additional insurance into their Bid Price.

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

BIDDER'S REPRESENTATION AND CERTIFICATION FORM

Bidder acknowledges that they understand and have executed the Bidder's Representation and Certification Form and have included such with their Bid.

BID SCHEDULE

All blanks on the Bid Form must be completed. If anything is not applicable, Bidder shall indicate such with "N/A". If there is no charge for any specific item noted on the Bid Form, Bidders shall indicate such by entering "no charge".

Bid pricing shall include all materials, equipment, labor, and insurance costs (including MyCOI registration) associated with the Services required in this solicitation.

Bid Submittal Format

Bids MUST be submitted and fully completed in the format noted below:

⇒ Bid Form
⇒ Certificate of Insurance
⇒ Bidder's Representation and Certification Form
⇒ Bidder's Qualification Statement
⇒ Copies of Licenses and Certifications
⇒ List of Sub-contractors

Attachment: 6-14-22 ITB 21-098 Agenda Docs (20384 : ITB 21-098 Sell and Transportation of Scrap Metal at Landfill; Trademark Metals

BID FORM

(Page 3 of 3)

BIDDER'S NAME: Trademark Metals Recycling LLC
Print Company Name

BID PRICING

Bidder shall pay the County a percentage of the published price per ton (2000 lbs.) for shredded auto scrap ~~Birmingham~~ ALABAMA Index, as shown in the "American Metal Market", first publication of the month, published by Fairchild Publications. Payment formula will be a percentage of the Birmingham price with a guaranteed minimum per ton payment, whichever is higher, for each day that scrap metal is removed from the County's solid waste landfill in accordance with the following:

The average amount of scrap metal received at the Central Landfill per year is approximately 600+/- tons.

BASE BID: Percent per Ton 41.70 %

BASE BID: Guaranteed Minimum Payment Per Ton $50/GT

SIGNATURE

By affixing their signature to the Bid Form, Bidder hereby states that they have read all bid specifications, terms and conditions outlined in the Invitation to Bid and agree to such.

Bidder declares that the individual signing this Bid Form has the legal capacity to sign on behalf of Bidder and to contractually obligate Bidder.

Furthermore, Bidder hereby agrees to provide the Services described in the Invitation to Bid for the unit or lump sum prices as noted above, which includes all supervision, labor, materials, equipment, supplies, machinery, tools, apparatus, insurance, MYCOI, bonds, transportation, overhead, profit, applicable taxes and costs of all kinds necessary to complete the Services.

Bidder's Name: Trademark Metals Recycling LLC
Print Company Name

Federal Employer Identification No.: 59-3484760

Bidders Address: 5401 W. Kennedy BLVD, STE 400, Tampa, FL 33609
Address, City, State, Zip

By: Victoria Mendez
Authorized Agent's Signature

Name: Victoria Mendez
Print Name

Title: Commercial Buyer
Secretary/Assistant Secretary/President/Vice President/Assistant Vice President

Phone No.: 352-525-0861 Fax No.: _____

E-Mail Address: victoria.mendez@tmrecycling.com

Date: 7-21-21 **CORPORATE SEAL**

Attachment: 6-14-22 ITB 21-098 Agenda Docs (20384 : ITB 21-098 Sell and Transportation of Scrap Metal at Landfill; Trademark Metals

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/05/2022

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 USA Inc.
100 North Tryon Street, Suite 3600
Charlotte, NC 28202

CN102019152-DJJC-Arch-22-23 DJ-TMR FL YES

CONTACT NAME:
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Arch Insurance Company	11150
INSURER B : N/A	N/A
INSURER C : Arch Indemnity Insurance Company	30830
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Trademark Metals Recycling, LLC
5401 W. Kennedy Blvd
Suite 400
Tampa, FL 33609

COVERAGES **CERTIFICATE NUMBER:** ATL-004586835-29 **REVISION NUMBER:** 8

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			31GPP4931915	01/01/2022	01/01/2023	EACH OCCURRENCE	$	3,000,00
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$	
	X EXCESS OF $2,000,000						MED EXP (Any one person)	$	
	SIR - PER OCCURRENCE						PERSONAL & ADV INJURY	$	3,000,00
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$	9,000,00
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$	6,000,00
	OTHER:							$	
A	AUTOMOBILE LIABILITY			31CAB4932015 (AOS)	01/01/2022	01/01/2023	COMBINED SINGLE LIMIT (Ea accident)	$	7,000,00
A	X ANY AUTO			31CAB4953115 (MA)	01/01/2022	01/01/2023	BODILY INJURY (Per person)	$	
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$	
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$	
								$	
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$	
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$	
	DED RETENTION $							$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			31WCI4932115 (AOS)	01/01/2022	01/01/2023	X PER STATUTE OTH-ER		
C	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH)	N / A		34WCI4993815 (CA,KY,MO,NY,TX)	01/01/2022	01/01/2023	E.L. EACH ACCIDENT	$	1,000,00
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$	1,000,00
							E.L. DISEASE - POLICY LIMIT	$	1,000,00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Project # ITB 21-098.

If required by written contract with the named insured, subject to the terms and conditions of the policy: Citrus County, Florida is additional insured under the captioned General Liability and Automobile Liability policies and a Waiver of Subrogation applies under the Workers Compensation, Automobile Liability, and General Liability policies in favor of Citrus County , Florida.

CERTIFICATE HOLDER

Citrus County Florida
a political subdivision of the State of Florida
230 W. Gulf to Lake Highway
Lecanto, FL 34461

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Marsh USA Inc.

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Attachment: 6-14-22 ITB 21-098 Agenda Docs (20384 : ITB 21-098 Sell and Transportation of Scrap Metal at Landfill; Trademark Metals

Arch Insurance Company

A.M. Best #: 003186 NAIC #: 11150 FEIN #: 430990710

Administrative Office
Harborside 3 210 Hudson Street Suite 300
Jersey City, NJ 07311-1107 United States
Web: www.archinsurance.com
Phone: 201-743-4000
Fax: 201-743-4005

Based on A.M. Best's analysis, 058459 - Arch Capital 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 Rating View Definition

Rating:	A+ (Superior)
Affiliation Code:	g (Group)
Financial Size Category:	XV ($2 Billion or greater)
Outlook:	Negative
Action:	Affirmed
Effective Date:	August 30, 2017
Initial Rating Date:	June 30, 1977

Long-Term Issuer Credit Rating View Definition

Long-Term:	aa-
Outlook:	Negative
Action:	Affirmed
Effective Date:	August 30, 2017
Initial Rating Date:	October 26, 2004

Arch Indemnity Insurance Company

A.M. Best #: 004822 NAIC #: 30830 FEIN #: 391128299

Administrative Office
Harborside 3 210 Hudson Street Suite 300
Jersey City, NJ 07311-1107 United States
Web: www.archinsurance.com
Phone: 201-743-4000
Fax: 201-743-4005

Based on A.M. Best's analysis, 058459 - Arch Capital 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 Rating View Definition

Rating:	A+ (Superior)
Affiliation Code:	g (Group)
Financial Size Category:	XV ($2 Billion or greater)
Outlook:	Negative
Action:	Affirmed
Effective Date:	August 30, 2017
Initial Rating Date:	May 22, 1995

Long-Term Issuer Credit Rating View Definition

Long-Term:	aa-
Outlook:	Negative
Action:	Affirmed
Effective Date:	August 30, 2017
Initial Rating Date:	October 08, 2008

Attachment: 6-14-22 ITB 21-098 Agenda Docs (20384 : ITB 21-098 Sell and Transportation of Scrap Metal at Landfill; Trademark Metals

SERVICES

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

Trademark Metals Recycling LLC (Contractor).

2.0 Designated Contact Person as to County:	**3.0 Designated Contact Person as to Contractor**:
Dan Sherlock, Director Solid Waste Management 230 W. Gulf to Lake Highway Lecanto, Florida 34461 Phone: 352-527-7670 Fax: 352-527-7672 Email: dan.sherlock@citrusbocc.com	Clint Rice, Vice President, Commercial TradeMark Metals Recycling LLC 5401 W Kennedy BLVD, Suite 400 Tampa, FL 33609 Phone: 513-419-6330 Fax: N/A Email: clint.rice@tmrecycling.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 givenin the following order (1) a fully executed Addendum to this Agreement (later executed Addenda takingprecedence over earlier dated Addenda), (2) provisions of this Agreement, (3) provisions of the Invitation to Bid, (4) provisions of Contractor's Bid, (5) provisions of the Purchase Order, and (6) provisions contained in any governmental regulation incorporated herein by reference. There are no understandings or agreements except as herein expressly stated.

6.0 Agreement Documents:

1. Exhibit "A" - Scope of Services
2. Exhibit "1" - Prohibited Items and Conditional Acceptance Criteria

7.0 Terms of Agreement and Commencement of Services: The duration of the Agreement shall be for a period of three (3) years from the date that the Parties have executed the Agreement with an option to renew for one (1) additional, two (2) year period. The renewal option will be conditioned upon satisfactory performance by Contactor. 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 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 uponCounty 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 onforms 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 the purchase of certain scrap metal and white goods from County and the pick-up and transportation of such from the County's solid waste landfill in Lecanto, Florida, to a scrap metal recycling facility in accordance with this Agreement and the scope of services as outlined in Exhibit "A", attached to this Agreement.

10.0 Compensation to County : Contractor shall pay County a percentage of the published price per gross ton per Shredded Auto Scrap, Alabama Index, as shown in the "American Metal Market", first publication of the month, published by Fairchild Publications a Capital Cities/ABC Inc. or a guaranteed minimum per gross ton payment, whichever is higher, for each day that Material (as defined herein) is removed from the County's solid waste landfill in accordance withthe following:

Percentage	Guaranteed Minimum Payment
41.70 %	$50

Contractor shall submit payment to County by the tenth of the month following the month that Services arerendered. Payment will be accompanied by a copy of the price quoted in the appropriate edition of the "American Metal Market", for each day that the Material was picked up, as verification of the payment amount.

Should the Parties agree to renew the Agreement for one (1) additional two-year period, County may consider a request from Contractor to adjust the percentage and/or guaranteed minimum payment. The request to adjust the percentage and/or guaranteed minimum payment must be made in writing and submitted to County a least ninety (90) calendar days prior to the Agreement anniversary date, supported by a detailed justification that warrants the requested adjustment, in order for a request to be considered by County. County shall review Contractor's written request and supporting documentation to determine whether an adjustment is warranted. Any change in Contractor's fees shall require a written amendment to the Agreement.

11.0 Scrap Acceptance.

11.1 Material Must Meet Quality Requirements: Contractor shall not be deemed to have accepted the Material purchased in accordance with this Agreement until such Material has been approved by Contractor at Contractor's facility. Contractor reserves the right to reject at any time any Material not conforming with TMR's quality requirements or the requirements of this Agreement.

11.2 Company Shall Evacuate Refrigerant from All Materials Prior To Delivery: Section 608 of the Federal Clean Air Act, 42 U.S.C. §7671 et seq., and its implementing regulations at 40 CFR Part 82, requires the removal and disposal of refrigerants and non-exempt refrigerant substitutes from motor vehicles and appliances prior to recycling. County certifies that all refrigerants (including without limitation chlorofluorocarbons (CFCs), hydrochlorofluorocarbons (HCFCs), or non-exempt refrigerant substitutes (and other non-CFC replacement refrigerants), and all other Class I and II substances, as defined in §608 of the Federal Clean Air Act, as amended, and in 40 Code of Federal Regulations Part 82) that have not leaked previously will be properly removed and recovered in accordance with applicable law from all appliances or shipments of appliances (including without limitation motor vehicle air conditioners) to be delivered under this Agreement prior to the delivery of those appliances to Contractor. Unless otherwise agreed to in writing, County shall not tender to Contractor any Materials subject to these requirements that have not been properly evacuated of refrigerant in accordance with applicable law.

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11.3 Company Shall Inspect for Hazardous Material Prior To Delivery: County shall inspect prior to delivery and shall not tender to Contractor any Materials which are considered hazardous or toxic materials, substances, or wastes under any applicable law (as defined herein), including without limitation any of those Prohibited Materials described in Exhibit 1, attached hereto and incorporated herein by reference ("Hazardous Material"). County certifies that (a) the Material is exempt from regulation as a hazardous waste in accordance with all applicable federal, state, and local laws, regulations and requirements, and any guidance and interpretation by any applicable regulatory agency and any orders and decisions of any applicable court (each and all a "Law"); and (b) all small capacitors containing ≥ 50 ppm PCBs (as defined in 40 CFR Part 761), and all other Prohibited Materials will have been removed from all Materials prior to delivery under this Agreement. All warranties, certifications, indemnities, and other obligations made by parties shall survive the expiration of this Agreement.

11.4 Non-Confirming Material: Material shall mean all scrap metal and white goods described in Appendix "A" but shall specifically exclude any material consisting of or contaminated with dirt, trash, rubbish, liquids, petrochemicals, CFCs, hazardous or toxic waste or substances, radioactive materials and/or other unacceptable materials listed in the attached Prohibited Items list as Exhibit 1 ("Unacceptable Materials"). Contractor shall have no obligation under this Agreement to accept scrap containing such Unacceptable Material and may return such scrap to County at County's expense. If the price that Contractor pays County is impacted due to error or non-conformity, then a credit will be issued to Contractor on a separate invoice to County. County agrees that Contractor may offset any debt owing by County to Contractor against any amount owing by Contractor to County.

12.0 Public Records: Contractor will keep and maintain public records required by the County to perform the service. Upon request from the County's custodian of public records, Contractor will provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statues, or as otherwise provided by law. Contractor will ensure that the public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of the Agreement and following completion of the Agreement if Contractor does not transfer therecords to the County. Upon completion of the Agreement, Contractor will transfer, at no cost, to the Countyall 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 uponcompletion 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 custodianof 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 CHAPTER119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT NANCY JO KINCH, CUSTODIAN OF PUBLIC RECORDS, AT 3600 W. SOVEREIGN PATH, LECANTO, FL 34461; EMAIL: NANCY.KINCH@CITRUSBOCC.COM; PHONE: (352)527-5235.

13.0 Insurance: During the term of the Agreement, Contractor, at its sole expense, shall provide insuranceof 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.

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Minimum Insurance Requirements: Contractor shall procure and maintain for the duration of thecontract insurance against claims for injuries to persons or damages to property which may arise from or inconnection 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 primaryinterests of County, and these coverage's, limits or endorsements shall in no way be required to be reliedupon 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 containedherein, 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.

13.1 Commercial General Liability: Contractor must obtain an occurrence form policy for limits not less than $1,000,000 each occurrence, $1,000,000 products / completed operations each occurrence, $1,000,000 personal and advertising injury liability, $50,000 fire damage liability and $5,000 medical expense.

13.2 Automobile Liability: Contractor must obtain coverage for all for Bodily Injury and Property Damageof not less than $1,000,000 combined single limit each accident. In the event Contractor does not ownvehicles, 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 AutoLiability policy.

13.3 Workers Compensation and Employer's Liability:

13.3.1 Contractor must obtain Workers Compensation insurance with limits in compliance with applicable state and federal laws.

13.3.2 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 worker's compensation. exemption, the County does not recognize this exemption to extend to the employees of thecontractor/employer/owner.

13.3.3 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.

13.4 Other Insurance Provisions:

13.4.1 Contractor shall provide a Certificate of Insurance to County. Contractor agrees to provide a thirty (30) day notice ofcancellation and/or changes in policy language, and ten (10) day notice if cancellation is for nonpayment of premium. The certificate shall indicate coverage is provided under an "occurrence" form.

13.4.2 The project's proposal number shall be noted on the certificate. **ITB 21-098**

13.4.3 All required insurance policies must be maintained until the contract work has been acceptedby County.

13.4.4 Citrus County, Florida, a political subdivision of the State of Florida, its officials, employees,and volunteers are to be covered as an Additional Insured on all policies except Worker's Compensation. The coverage shall contain no special limitation on the scope of protection affordedto the County, its officials, employees, or volunteers.

13.4.5 Contractor's insurance coverage shall be primary insurance as respects County, its

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officials,employees, and volunteers. Any insurance or self-insurance maintained by County, its officials, employees, or volunteers shall be excess of Contractor's insurance and shall be non-contributory.

13.4.6 For all policies of insurance: Contractor and its insurance carrier waive all subrogation rightsagainst County for all losses or damages that occur during the contract and for any events occurringduring the contract period, whether the suit is brought during the contract period or not and noted on the Certificate.

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

13.4.8 It is Contractor's responsibility to ensure that all subcontractors comply with these insurancerequirements. 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.

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

13.4.10 All Certificates must show that the Contractor's policies have been endorsed per the requirements.

13.4.11 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.

14.0 Indemnification: Contractor shall indemnify, save and hold harmless the County and all its officers, agents or employees from all causes of action, claims, demands, losses, liabilities and expenditures of anynature 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 untilall of the County's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by County.

15.0 Termination of Agreement: Either party may terminate this Agreement by giving the other party ninety (90) days written notice. In the event of termination, County will be responsible for compensating

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Contractor only for those Services satisfactorily completed or partially completed up to the date of termination. Contractor shall not be entitled to compensation for loss of anticipated profit.

16.0 Additional Terms and Conditions:

16.1 Advertising: Subject to Chapter 119, Florida Statutes, Contractor shall not publicly disseminateany 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 Agreementor the name of County in any material published, either in print or electronically, to any entity that is nota party to the Agreement.

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

16.3 Bankruptcy or Insolvency: The parties shall provide notice in writing of the filing of anyvoluntary or involuntary petition for bankruptcy and/or of any insolvency or any of its subcontractors who are involved in the Services under this Agreement.

16.4 Compliance with Laws: The parties shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Local, Stateand 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 NationalizationAct, 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, nationalorigin, 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.

16.5 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 coveredunder 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 securethis 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, director 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."

16.6 [Intentionally omitted]

16.7 Correction of Services: Contractor shall promptly remove from the premises all Services rejectedby 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 Servicesof 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

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notice from County,County may remove such Services on their own and store the materials at the expense of Contractor.

16.8 County Funds: If sufficient funding is not available for Contractor to complete the Services, County reserves the right to modify the terms and conditions of the Agreement to change the Scope ofServices 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 itsServices, the Agreement shall be terminated on terms reasonably acceptable to both parties. Additionally, in accordance with Section 216.347, Florida Statutes, and as provided herein, Contractormay not expend any County funds for the purpose of lobbying the legislature, or local, state or federalagencies.

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

16.10 Discriminatory Vendor: Contractor certifies that they are not subject to Section 287.134 (2)(a)which specifies that an entity or affiliate who has been placed on the discriminatory vendor list may notsubmit a bid on a contract to provide any goods or services to a public entity, may not submit a Bid ona contract with a public entity for the construction or repair of a public building or public work, may notbe 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.

16.11 Disposal of Wastes: The parties shall handle any waste materials generated in the performanceof the Services in full compliance with all laws, regulations, and requirements of all governmental authorities and those of County. The parties shall use only disposal facilities which have proper permitsand are in full compliance with all Laws. Contractor agrees that County has the right to reject, for anyreason, Contractor's use of any particular disposal facility.

16.12 Dispute Resolution: For any dispute concerning performance of the Agreement, which includeswithout 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.

16.13 Documentation: All tracings, plans, specifications, maps, computer files and/or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived there from, will be considered works made for hire and will become the property of County uponexpiration 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 thirdparties without the written consent of County.

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

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16.15 Employees, Subcontractors and Agents: All Contractor employees, subcontractors, and agents performing any of the Services under the Agreement shall be properly trained to meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of certification or other proof of qualification. All employees, subcontractors, and agents of Contractor must comply withall 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.

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

16.17 Equal Employment Opportunity: Contractor shall not discriminate on the basis of race, color, sex, age, national origin, religion, and disability or handicap in accordance with the Provisions of: TitleVI 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.), Title49 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 enteredinto by Contractor. Sub-contracts entered into by Contractor shall also include all other applicable laborprovisions. 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 provisionsin 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 NOTallowed.

16.18 E-Verification System: Contractor shall comply with the Executive order No. 12989 as amended, and Executive Order No. 11-116, and agrees to utilize the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of: (1) allpersons 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 compliancewith this provision.

16.19 Force Majeure Event: Neither party shall be considered to be in default in the performance of its obligations under this Agreement, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligations is prevented or delayed by anycause, 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

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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.

16.20 Governing Law and Venue: The Agreement shall be governed in accordance with the laws of the State of Florida. In the event of litigation with respect to the obligation of the parties to the Agreement, the jurisdiction and venue of such action shall be an appropriate State Court in Citrus County, Florida.

16.21 Governmental Restrictions: If Contractor believes that any governmental restrictions have been imposed that require alteration of the materials used, the quality, workmanship or performance ofthe 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.

16.22 Immigration and Nationality Act: Contractor shall comply with all immigration laws as outlinedin 8 USC § 1324a - Unlawful employment of aliens. County will not intentionally award County contractsto any Contractor who knowingly employs unauthorized Alien workers. Any violation of the employmentprovisions outlined in the Immigration and Nationality Act throughout the term of any Agreement with County may result i 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.

16.23 Inspection, Performance, Supervision: County reserves the right to inspect the Services provided by Contractor, whether partially or fully completed, at any time, as deemed appropriate by County for the purpose of ensuring Contractor's performance under the Agreement. Such inspections performed by County, shall not be construed as a final approval of Contractor's Service, and shall not relieve Contractor from its obligations under the Agreement. County reserves the right to inspect, at any reasonable time with prior notice, Contractor's facilities to assess conformity of the provision of the Services with the Agreement requirements. County reserves the right to investigate or inspect, at any time, whether the provision of the Services complies with the Agreement requirements. Contractor shall at all times during the Agreement term remain responsive and responsible. Contractor must be prepared, if requested by County, to present evidence of experience, ability, and financial standing, aswell 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 Countyto 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 anddirect 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 qualifiedsupervisor 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 behalfof Contractor and all communications given to the supervisor or superintendent shall be as binding as ifgiven directly to Contractor. The supervisor or superintendent shall be present on the Project Site at alltimes as required to perform adequate supervision and coordination of the Contractor's Services.

16.24 Lawful Claims and Demands: Should any outstanding claims by subcontractors or suppliers incurred in the performance of the Services materialize after County has made Payment to Contractor, Contractor will indemnify and save County harmless from such claims. Acceptance by Contractor of payment shall be and shall operate as a release to County of all claims and all liabilities to Contractor,

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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 andothers 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.

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

16.26 Local Preference / Workforce Labor: County believes that the hiring of workforce labor by contractors who County awards contracts to, should, to the maximum extent, be citizens within its boundaries that are unemployed or seeking work for the first time. To that extent, County has agreed to notify CareerSource CLM of all awards involving construction and other types of services. CareerSource CLM is a local business-led organization that plans and coordinates quality employmentand training services for businesses and individual career seekers in Citrus County. Successful Respondent will be contacted by CareerSource CLM, to discuss hiring through its staff and services. Successful Respondent's participation with CareerSource CLM is not required as a condition of award,but rather an opportunity for greater support for the community of Citrus County.

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

16.28 Non-Collusion: Contractor agrees that neither it, nor any of its officers, partners, agents or employees have entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of a free competitive solicitation in connection with this Agreement, and thatContractor 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.

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

16.30 Protection of Persons: Contractor will be responsible for the safety of its employees and the employees of its subcontractors, during the provision of the Services. Contractor will be responsible for initiating, maintaining, and supervising all safety programs in connection with the provision of the Services in accordance with applicable safety standards and regulations, as promulgated by the UnitedStates Occupational Safety and Health Act. Contractor shall report promptly to County any accident orunusual 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 ofCounty's property, the Project Site, or adjacent property.

16.31 Public Entity Crime: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract toprovide any goods or services to a public entity; may not submit a bid, proposal, or reply on a

Attachment: 6-14-22 ITB 21-098 Agenda Docs (20384 : ITB 21-098 Sell and Transportation of Scrap Metal at Landfill; Trademark Metals

contractwith 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 workas a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and maynot 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 onthe convicted vendor list.

16.32 Relationship: Contractor is an independent contractor to County in the provision of the Servicesunder this Agreement and is not an employee, agent, joint-venture, or partner of County.

16.33 [Intentionally Omitted]

16.34 Schedules, Reports and Records: Contractor shall submit to County cost schedules, progressschedules, 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'sbooks 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 aperiod of three (3) years from the date of final payment under the Agreement.

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

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

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

16.38 Taxes: Contractor shall pay all sales, consumer, use and other similar taxes required to be paidby Contractor in accordance with the laws and regulations of the State of Florida which are applicableto 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 ormanufacturer for materials, equipment, or supplies ("direct purchase") instead of through the Contractorare exempt from sales, consumer, use and other similar taxes.

16.39 Waiver: The delay or failure by County to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of County's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude the County of any other or further exercise thereof or the exercise of any other right.

17.0 Authority: Each person signing the Agreement warrants that he or she is duly authorized to do so andto bind the respective party to the Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Attachment: 6-14-22 ITB 21-098 Agenda Docs (20384 : ITB 21-098 Sell and Transportation of Scrap Metal at Landfill; Trademark Metals

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

TRADEMARK METALS RECYCLING LLC

Jennifer Beck
Signature of Witness (1)

Jennifer Beck
Printed Name of Witness (1)

Signature of Witness (2)

M. Jason Hamilton
Printed Name of Witness (2)

BY: Patrick Fuller, VP Finance
PATRICK FULLER, VP OF FINANCE

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 5 day of May, 2022, by Patrick Fuller as VP Finance who is ☑ personally known to me or ☐ who produced _____ as identification.

Witness my hand and official seal this 5 day of May, 2022.

Official use only

NOTARY PUBLIC Signature
Printed Name: Bridget Kirkland
Commission No.: GG 965050
Expiration Date: 3/3/2024

SEAL

BRIDGET A. KIRKLAND
MY COMMISSION EXPIRES
MARCH 3, 2024
#GG 965050
Bonded thru Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

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

ATTEST:

ANGELA VICK, CLERK

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

DATE: _____

Attachment: 6-14-22 ITB 21-098 Agenda Docs (20384 : ITB 21-098 Sell and Transportation of Scrap Metal at Landfill; Trademark Metals

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EXHIBIT "A"
Scope of Services

Overview: The County, in an effort to reduce the amount of space being utilized at the Landfill, will set aside recyclable Scrap Metal and White Goods ("Material") for sale. The Contractor shall purchase said Material, consisting of but not limited to "White Goods", (including but not limited to old refrigerators, stoves, hot water heaters, open top drums, tanks with ends removed, etc.) and miscellaneous metal scraps.

Scope: The County shall provide a separate area for storage of the Scrap Material. The Contractor shall provide at its discretion, a 60, 70, 80, foot container (each a "Container") to be dropped at a designated location next to the storage area. The Contractor shall also provide the County with some device to support the Container, other than the stock landing gear, for use while the trailer is being loaded. All unencumbered right and title to Containers shall remain with Contractor at all times and such Containers shall be returned to Contractor at the termination or expiration of the Agreement in like condition, ordinary wear and tear excepted.

At the convenience of the County, the Material shall be loaded into the Contractor's vehicles for transportation to their facility. The County reserves the right to live load trailers, when necessary, by prearrangement with the Contractor. Each load shall be covered with a tarp prior to leaving the landfill.

The Contractor has total responsibility for all materials collected under the Agreement and the operation and maintenance of their vehicles. The Contractor shall exchange the loaded trailer with an empty trailer within 48 hours of being notified by the County

Compensation: As used herein, the term "gross ton" refers to the unit of weight equaling two thousand two hundred and forty (2,240) pounds. The price paid for each gross ton of Material purchased shall be based on a percentage of the published price per gross ton for American Metal Market – shredded auto scrap, Alabama Index, as shown in the "American Metal Market" first publication of the month, published by Fairchild Publications a Capital Cities/ABC Inc. Payment formula will be a percentage of that Alabama Index price with a guaranteed minimum per gross ton payment.

Payment will be mailed to the County by the 5th of the month, after the month that services have been provided, together with a daily transaction summary for verification purposes.

Quantity of Scrap Metal: The quantity of scrap metal to be sold under the Agreement is approximately 1200 tons per year, Destination weights shall govern. The net weight of the Material shall be the difference between the two weights and this net weight shall be the agreed upon weight of the materials being sold by the County to the Contractor. Differences in the landfill scale weight and the Contractor's final ship weight exceeding 500 lbs. will need to be explained in writing to the County along with photo documentation showing the rejected materials.

Responsibility of County: The County warrants and represents to Contractor, that all chlorofluorocarbons and hydro- chlorofluorocarbons, as defined in Section 608 of the Clean Air Act and 40 CFR part 82, propane, gasoline and fuel shall be properly removed by the County from all materials delivered to and/or picked up by the Contractor under this agreement prior to their delivery to the Contractor. The County will not be responsible for removal of compressors from refrigeration equipment.

Responsibility of Contractor: The Contractor must at all times have adequate containers, equipment and personnel to facilitate the performance of the services described herein.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

EXHIBIT 1
Prohibited Items and Conditional Acceptance Criteria

Prohibited Items
The following items are prohibited and not accepted by Contractor except by special arrangement:

Acetylene Cylinders
Asbestos or Asbestos Containing Materials (ACM)- applies to both fibrous and solid materials
Any Scrap Containing Refrigerants (CFC or HCFC) unless the facility has agreed to recover the refrigerants
Cathode Ray Tubes (CRT/tube-style computer monitor or televisions)
Closed Compressed Gas Cylinders – high pressure cylinders with valve intact
Combustible or Flammable Materials – fuels, paints, degreasers, unpunctured aerosol cans
Corrosive Materials – highly acidic or caustic materials (battery acid, caustic soda, etc.)
Explosive Materials, Munitions, Shell Casings – includes suspect military scrap
Free Flowing Liquids (including water)
Hazardous Waste – toxic or poisonous materials or wastes
Infectious Materials – blood-soaked or biohazard items
Liquids or Scrap Containing Free Flowing Liquids – fuels, antifreeze, oils, hydraulic fluid, paints
Mercury Containing Materials – mercury containing thermostats, switches or fluorescent light bulbs
Non-Metallic Items – concrete, wood, asphalt, dirt, debris, tires (more than 5 per auto)
PCB-Containing Materials
Radioactive Scrap – anything exhibiting radiation levels above background
Scrap with Small Capacitors that contain ≥50 ppm of PCBs

Conditional Acceptance
The following items are accepted by special arrangement when the listed conditions are satisfied:

Scrap Item	Conditions for Acceptance
Crushed Automobiles	Crushed autos are accepted, provided the refrigerants that have not previously leaked have been properly recovered, the battery, lead terminal connectors, lead wheel weights, and mercy containing convenience light switch assemblies have been remove, the fluids have been removed to extent practicable, or otherwise required by law, and air bag canisters have been deployed or removed as required by law.
Transformers	Unless agreed to otherwise, transformers must be completely drained, and have an analytical report on the oil that was previously contained that shows PCB concentrations were less than 2 ppm.
Industrial 55-Gallon Drums	Accepted if they are open top and are completely empty with no solids or vapors or are closed top and are empty and crushed flat such that no vapors could be accumulated.
Propane Cylinders	Accepted if the valve has been removed. These must be managed in a designated area.
AST or UST Petroleum Tanks	Accepted as scrap if there are holes large enough to physically inspect the inside to verify the tanks contain no sludge or residue, and there are no combustible vapors present.
Oily Motor Blocks/ Transmissions	Accepted only at DJJ facilities equipped with a means of containing fluids and controlling or capturing and managing stormwater from these storage areas.
Batteries and other Lead Sources	Accepted only at the non-ferrous kiosks. These items cannot be mixed with sheet iron or left in automobiles.
Oil Filters	Must have been drained in accordance with local or federal laws and regulations.
Electronic Scrap	Accepted only at the non-ferrous kiosks. Commodity grades accepted only. No televisions, monitors or CRTs.

Attachment: 6-14-22 ITB 21-098 Agenda Docs (20384 : ITB 21-098 Sell and Transportation of Scrap Metal at Landfill; Trademark Metals

AGENDA MEMORANDUM

FROM:	Colleen Scott, Management & Budget Director
SUBJECT:	RFP 22-047 Financial Advisory Services; PFM Financial Advisors LLC
AGENDA DATE:	**June 14, 2022**

BRIEF OVERVIEW:

On February 6, 2022, staff issued RFP 22-047, Financial Advisory Services, to provide comprehensive financial advisory services to Citrus County. Three responses were received.

Staff desires to award to PFM Financial Advisors LLC to provide financial advisory services as the most qualified, responsive and responsible respondent for a period of 5 years with an option to renew for one additional three-year period.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance*
2101-53100	Prof. Srvs.	$175,500	$131,500		$44,000

Administrative Services- Professional Services *Prior to award

RECOMMENDED ACTION:

Approve and authorize the Chairman to execute the Agreement between Citrus County, Florida and PFM Financial Advisors LLC to provide financial advisory services for a period of five years with an option to renew for one additional three-year period.

Board of County Commissioners
Department of Management & Budget

3600 W. Sovereign Path, Suite 263 • Lecanto, Florida 34461
Phone: (352) 527-5205

TO: Georgette Brock, Purchasing and Contract Specialist

FROM: Colleen Scott, Director Management and Budget

CC: Linda Morse, Purchasing Manager

RE: RFP 22-047 Financial Advisory Services

DATE: April 22, 2022

Based on the evaluation scores for RFP 22-047 Financial Advisory Services, and contingent on Board approval, PFM Financial Advisors, LLC has been selected to provide financial advisory services to the County, as the firm reflected the highest scores.

Georgette, please proceed with placing RFP 22-047 on the agenda for Board review.

Thank you.

Attachment: RFP 22-047 Agenda Docs (20385 : RFP 22-047 Financial Advisory Services; PFM Financial Advisors LLC)

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: RFP for Financial Advisory Services
(Two lines maximum)

DEPARTMENT / DIVISION: Management & Budget

ACCOUNT NUMBER: 2101-53100
(Four lines maximum)

BUDGET AMOUNT:

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

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

To provide comprehensive financial advisory services to Citrus County.

REQUESTOR (SIGNATURE) Georgette Brock **DATE** 2/2/22

REQUESTOR (PRINT NAME) Georgette Brock **DATE** 2/2/22

DIVISION DIRECTOR _____ **DATE** _____

DEPARTMENT DIRECTOR _____ **DATE** _____

MANAGEMENT & BUDGET DIRECTOR Upcott **DATE** 2.02.2022

Attachment: RFP 22-047 Agenda Docs (20385 : RFP 22-047 Financial Advisory Services; PFM Financial Advisors LLC)

RFP 22-047, Financial Advisory Services
Evaluation Scores with Pricing Scores

Criteria	Overview-Firm's Qualifications	Personnel Experience and Resumes	Scope of Services Approach	Statement of Financial Stability	Required Forms, Documents, and Information	Total Without Cost	Total Cost	Total Points
Weight	**20.00**	**20.00**	**20.00**	**15.00**	**10.00**	**85.00**	**15.00**	**100**
PFM Financial Advisors LLC	18.33	18.33	19.00	14.00	10.00	79.67	15	**94.67**
Hilltop Securities, Inc.	17.33	17.67	17.67	12.67	10.00	75.33	15	**90.33**
Public Resource Advisory Group, Inc.	17.33	18.33	18.00	14.00	10.00	77.67	14.56	**92.23**

Attachment: RFP 22-047 Agenda Docs (20385 : RFP 22-047 Financial Advisory Services; PFM Financial Advisors LLC)

RFP 22-047, Financial Advisory Services
Detailed Scores

Criteria	Overview-Firm's Qualifications	Personnel Experience and Resumes	Scope of Services Approach	Statement of Financial Stability	Required Forms, Documents, and Information	Total Without Cost
Weight	**20.00**	**20.00**	**20.00**	**15.00**	**10.00**	**85.00**
PFM Financial Advisors, LLC	18.33	18.33	19.00	14.00	10.00	**79.67**
Randy Oliver	18.00	18.00	18.00	14.00	10.00	78.00
Colleen Scott	19.00	19.00	19.00	13.00	10.00	80.00
Ken Cheek	18.00	18.00	20.00	15.00	10.00	81.00
Hilltop Securities, Inc.	17.33	17.67	17.67	12.67	10.00	**75.33**
Randy Oliver	17.00	17.00	18.00	13.00	10.00	75.00
Colleen Scott	15.00	18.00	15.00	10.00	10.00	68.00
Ken Cheek	20.00	18.00	20.00	15.00	10.00	83.00
Public Resource Advisory Group	17.33	18.33	18.00	14.00	10.00	**77.67**
Randy Oliver	16.00	17.00	18.00	12.00	10.00	73.00
Colleen Scott	19.00	20.00	19.00	15.00	10.00	83.00
Ken Cheek	17.00	18.00	17.00	15.00	10.00	77.00

Attachment: RFP 22-047 Agenda Docs (20385 : RFP 22-047 Financial Advisory Services; PFM Financial Advisors LLC)

PFMIILL-01 JBOLAND2

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/11/2022

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 License # BR-1359321
Crystal IBC, LLC
32 Old Slip 29th Fl
New York, NY 10005

CONTACT NAME: Janice Boland
PHONE (A/C, No, Ext): (212) 603-0202 FAX (A/C, No):
E-MAIL ADDRESS: Janice.Boland@alliant.com

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

INSURED
PFM Financial Advisors, LLC
1735 Market Street, 42nd Floor
Philadelphia, PA 19103

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X	X	7018019790	12/7/2021	12/7/2022	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 15,000
							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:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO			7018019806	12/7/2021	12/7/2022	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 20,000,000
	EXCESS LIAB CLAIMS-MADE			7018019840	12/7/2021	12/7/2022	AGGREGATE	$ 20,000,000
	DED X RETENTION $ 0							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH)	N/A		7018019823	1/1/2022	1/1/2023	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
General Liability - Additional Insured, Primary and Non-Contributory, Waiver of Subrogation included per written contract or agreement

RFP #22-047 Financial Advisory Services / Citrus County, Florida, its officials, employees and volunteers
30 Days Notice of Cancellation applies / 10 Days Notice for Non-Payment

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Attachment: RFP 22-047 Agenda Docs (20385 : RFP 22-047 Financial Advisory Services; PFM Financial Advisors LLC)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/13/2022

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.

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PRODUCER
Crystal IBC, LLC
32 Old Slip 29th Fl
New York NY 10005
License#: BR-1359321

CONTACT NAME: Brian Rozynski
PHONE (A/C, No, Ext): 212-504-1882 **FAX (A/C, No):**
E-MAIL ADDRESS: brian.rozynski@alliant.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Lloyds of London	15792
INSURER B : AXIS Surplus Insurance Company	26620
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
PFMIILL-01
PFM Financial Advisors LLC
1735 Market Street, 42nd Floor
Philadelphia PA 19103

COVERAGES **CERTIFICATE NUMBER:** 966845841 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (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 B	Professional Liability (E&O)			HMPL21-0407 ENN603700	12/7/2021 12/7/2021	12/7/2022 12/7/2022	Limit of Liability:	$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Proposal Number: ITB 22-047 Financial Advisory Services

Evidence of coverage only.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Valley Forge Insurance Company

BestLink AMB #: 002132 NAIC #: 20508 FEIN #: 231620527

Administrative Office
151 North Franklin Street
Chicago, Illinois 60606
United States

Web: www.cna.com
Phone: 312-822-5000
View Additional Address Information

AM Best Rating Unit: AMB #: 018313 - CNA Insurance Companies

Assigned to insurance companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.

View additional news, reports and products for this company.

Based on AM Best's analysis, 050177 - Loews Corporation is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A (Excellent)
Affiliation Code:	g (Group)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	July 08, 2021
Initial Rating Date:	June 30, 1948

Long-Term Issuer Credit View Definition

Rating (Rating Category):	a+ (Excellent)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	July 08, 2021
Initial Rating Date:	June 21, 2005

Financial Size Category View Definition

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

u Denotes Under Review Best's Rating

Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.
Associate Director : Alan Murray
Senior Director: Michael J. Lagomarsino, CFA, FRM
Note: *See the Disclosure information Form or Press Release below for the office and analyst at the time of the rating event.*

Disclosure Information

Disclosure Information Form
View AM Best's Rating Disclosure Form

Press Release
AM Best Affirms Credit Ratings of CNA Financial Corporation and Its Subsidiaries
July 08, 2021

View AM Best's Rating Review Form

Rating History

AM Best has provided ratings & analysis on this company since 1948.

Financial Strength Rating

Long-Term Issuer Credit Rating

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AM Best Rating Services

Search Results

New Search lloyds

Search

Results Per Page: 20

Click the **AMB #** link for additional information about each company. For more Search Options use our Advanced Search.

Credit Ratings | Issue Credit Ratings

108 rated or non-rated companies, branches or issuers of debt ratings found. Please note that consolidated data records or branch companies are indented below their respective legal entity.

Criteria used: Company Names starting with "lloyds " .

AMB #	Company Name	FSR	FSR Outlook / Implication	Long Term ICR	ICR Outlook / Implication	Short Term ICR	Company Domicile	Issue Ratings Available
085202	Lloyd's (CS) Insurance - Composite (Operating Company - Company Consolidated Sub-Group) **Rating Unit**	A	Stable	a+	Stable		United Kingdom	No
	092160 Lloyd's (Switzerland Branch) *Insurance - Property/Casualty (Operating Company - Branch)*							
	087100 Lloyd's Underwriters CAB *Insurance - Property/Casualty (Operating Company - Branch)*							
	004093 Underwriters at Lloyd's, London (KY) *Insurance - Property/Casualty (Operating Company)*							
	000565 Underwriters at Lloyd's, London (IL) *Insurance - Property/Casualty (Operating Company)*							
	022616 Underwriters at Lloyd's, London (VI) *Insurance - Property/Casualty (Operating Company)*							
093154	Lloyd's Asia Scheme Insurance - Property/Casualty (Operating Company)	NR		nr			Singapore	No
078649	Lloyd's Insurance Company (China) Ltd Insurance - Property/Casualty (Operating Company)	A	Stable	a+	Stable		China	No
095926	Lloyd's Insurance Company S.A. Insurance - Property/Casualty (Operating Company)	A	Stable	a+	Stable		Belgium	No
046447	Lloyd's Register Foundation Other Corporate - Holding Company						United Kingdom	No
048241	Lloyd's Synd 1084 (Chaucer Synd Ltd) Insurance - Property/Casualty (Syndicate)	NR		nr			United Kingdom	No
049261	Lloyd's Synd 1110 (Capita Mng Agency) Insurance - Property/Casualty (Syndicate)	NR		nr			United Kingdom	No
048288	Lloyd's Synd 1176 (Chaucer Synd Ltd) Insurance - Property/Casualty (Syndicate)	NR		nr			United Kingdom	No

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AM Best Rating Services

AXIS Surplus Insurance Company

BestLink | **AMB #: 012515 NAIC #: 26620 FEIN #: 630941128**

Administrative Office
10000 Avalon Boulevard Suite 200
Alpharetta, Georgia 30009
United States

Web: www.axiscapital.com
Phone: 678-746-9400
Fax: 678-746-3420
View Additional Address Information

AM Best Rating Unit: AMB #: 051089 - AXIS Capital Holdings Limited

Assigned to insurance companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.

AM BEST A Excellent

View additional news, reports and products for this company.

Based on AM Best's analysis, 051089 - AXIS Capital Holdings 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 (Excellent)
Affiliation Code:	g (Group)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	July 08, 2021
Initial Rating Date:	June 20, 2002

Long-Term Issuer Credit View Definition

Rating (Rating Category):	a+ (Excellent)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	July 08, 2021
Initial Rating Date:	May 16, 2005

Financial Size Category View Definition

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

u Denotes Under Review Best's Rating

Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.
Senior Financial Analyst: Clare Finnegan
Director: Steven M. Chirico, CPA
Note: *See the Disclosure information Form or Press Release below for the office and analyst at the time of the rating event.*

Disclosure Information

Disclosure Information Form
View AM Best's Rating Disclosure Form

Press Release
AM Best Affirms Credit Ratings of AXIS Capital Holdings Limited and Its Operating Subsidiaries
July 08, 2021

View AM Best's Rating Review Form

Rating History

AM Best has provided ratings & analysis on this company since 2002.

Financial Strength Rating

Long-Term Issuer Credit Rating

Attachment: RFP 22-047 Agenda Docs (20385 : RFP 22-047 Financial Advisory Services; PFM Financial Advisors LLC)

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

PFM Financial Advisors LLC, (Consultant).

2.0 Designated Contact Person as to County:

Colleen Scott, Director
Citrus County Management & Budget
3600 W Sovereign Path, Suite 266
Lecanto, Florida 34461
Phone: 352-527-5212
Fax: 352-527-5219
Email: Colleen.scott@citrusbocc.com

3.0 Designated Contact Person as to Consultant:

James W. Glover, Managing Director
PFM Financial Advisors LLC
200 South Orange Avenue, Suite 760
Orlando, Florida 32801
Phone: 407-406-5760
Fax: none
Email: gloverj@pfm.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 "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 issued to Consultant, 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
2. Exhibit B – Compensation

7.0 Terms of Agreement and Commencement of Services: The duration of the Agreement shall be for a period of five (5) years, with an option to renew for one (1) additional, three-year (3) year period. The renewal option will be conditioned upon satisfactory performance by Contactor and will be subject to availability of funds. The renewal option can only be exercised through mutual agreement between County and Consultant. 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: RFP 22-047 Agenda Docs (20385 : RFP 22-047 Financial Advisory Services; PFM Financial Advisors LLC)

8.0 Modification of Agreement: The Agreement may only be modified or amended upon mutual written agreement of County and Consultant. No oral agreements or representations shall be valid or binding upon County or Consultant. No alteration or modification of the Agreement terms, including substitution of product, shall be valid or binding against County. Consultant may not unilaterally modify the terms of the Agreement by affixing additional terms by incorporating such terms into Consultant's documents forwarded by Consultant for payment. County's acceptance of the Services or the processing of documentation on forms furnished by Consultant to County for approval or payment shall not constitute acceptance of any terms and conditions.

9.0 Services Provided by Consultant: The Services to be provided by Consultant 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 Consultant: Compensation to be paid to Consultant for the provision of the Services shall be per the fee schedule shown in Exhibit "B", attached to this Agreement. If County identifies, or Consultant recommends, any additional Services to be performed by Consultant, or if County authorizes changes in the scope, extent, or character of the Project that result in additional fees, such additional fees shall be mutually negotiated between County and Consultant, and made a part of this Agreement by a written Amendment.

Consultant may request an increase in fees after the initial five (5) year period. The request to increase the fees must be made in writing to County supported by a detailed justification that warrants the requested increase. The request must be submitted at least ninety (90) calendar days prior to the renewal date of the Agreement in order for a request to be considered by County. Such increase may be no greater than the annual consumer price index (CPI) or five percent (5%), whichever is less.

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 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 this Agreement. If it is found that the payment request is not in proper order, or the Services covered under the payment request do not satisfy this Agreement, the payment request may be rejected.

11.2 Prompt Payment: County shall make payment of a payment request in accordance with Chapter 218, Part VII of the Florida Statutes "Local Government Prompt Payment Act" from the date, which a properly received payment request is recorded as received by County, for Services completed to the satisfaction of County.

11.3 Form of Request: If the payment request is not received in proper order, County may reject the payment request within twenty (20) business days after the date on which the payment request is recorded as received by County. County shall provide 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 twenty (20) 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: 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.

Attachment: RFP 22-047 Agenda Docs (20385 : RFP 22-047 Financial Advisory Services; PFM Financial Advisors LLC)

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 being purchased by County, 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 the Consultant via facsimile or e-mail. The written transmission order must be submitted with any payment request submitted by the Consultant for such emergency requests.

11.6 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 subconsultants or suppliers hired by the subconsultants, 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.

11.7 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

Attachment: RFP 22-047 Agenda Docs (20385 : RFP 22-047 Financial Advisory Services; PFM Financial Advisors LLC)

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 the County to perform the service. Upon request from the County's custodian of public records, Consultant will provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statues, or as otherwise provided by law. 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 the County. Upon completion of the Agreement, Consultant will transfer, at no cost, to the County all public records in possession of the 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 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 Consultant 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 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: 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 sub-consultants. The coverages, limits or endorsements required herein protect the primary interests of County, and these coverages, limits or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect 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 minimum limits of $1,000,000 per occurrence and a $2,000,000 general aggregate.

14.3 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.

14.4 Other Insurance Provisions:

14.4.1 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"

Attachment: RFP 22-047 Agenda Docs (20385 : RFP 22-047 Financial Advisory Services; PFM Financial Advisors LLC)

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.

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

14.4.3 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.

14.4.4 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.

14.4.5 Citrus County, Florida, its officials, employees and volunteers are to be covered as an Additional Insured on all policies except Workers Compensation and Professional Liability. The coverage shall contain no special limitation on the scope of protection afforded to County, its officials, employees or volunteers.

14.4.6 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.

14.4.7 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.

14.4.8 The Certificate Holder should read as follows: Citrus County, Florida, 3600 W. Sovereign Path, Lecanto, FL 34461.

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

14.4.10 With the exception of workers compensation policies, all required insurance policies must be written by a carrier having a minimum rating of A- by A.M. Best or similar rating company. All workers compensation policies must be written by carriers admitted in the State of Florida, and who participate in the Florida Insurance Guarantee Fund.

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

14.4.12 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 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). This is a yearly requirement for the duration of the Agreement.

15.0 Indemnification: Consultant shall indemnify, save and hold harmless County and all their officers, agents or employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any nature whatsoever, including defense costs and fees, caused by the intentional or

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negligent acts of, or omissions of, Consultant, its sub-consultants, 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 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. In the event any lawsuit or other proceeding is brought against County by reason of any such claim, cause of action or demand, Consultant shall, upon written notice from County, resist and defend such lawsuit or proceeding by counsel satisfactory to County or, at County's option, pay for an attorney selected by County to defend County. This indemnification includes attorney's fees and all costs of litigation including appellate attorney's fees and costs as well as any judgments. The parties agree that this clause shall not waive the benefits or provisions of Section 768.28, Florida Statutes, or any similar provision of law. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by County, any sums due 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: Either party may terminate this Agreement by giving the other party thirty (30) days written notice. In the event of termination, County will be responsible for compensating Contractor only for those Services satisfactorily completed or partially completed up to the date of termination. Contractor shall not be entitled to compensation for loss of anticipated profit.

18.0 Additional Terms and Conditions:

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

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

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 sub-consultants or sub-contractors who are involved in the provision of the Services under this Agreement.

18.4 Compliance with Laws: Consultant shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Local, State and Federal agencies having jurisdiction and authority. These laws, shall include, but not be limited to, Chapter 287 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,

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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 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 sub-consultants at any tier, certify that they have not entered into any contract, sub-contract, or arrangement in connection with the Project covered under this Agreement, or of any property included or planned to be included in the Project, in which any member, officer, of employee of Consultant or its sub-consultants, during its tenure, or for two years thereafter, has any interest, direct or indirect. Consultant, and its sub-consultants at any tier, shall insert the following provision into each of their contracts and sub-contracts:

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

18.6 Cooperative Purchasing: If applicable, pursuant to Contractor's own governing laws, and subject to agreement of Contractor, other government entities may be permitted to make purchases at the terms and conditions contained herein. Non-County purchases are independent of the Agreement between County and Contractor, and County shall not be a party to any transaction between Contractor and any other government entity. Another government entity may attach additional contractual and technical terms and conditions to this Agreement. These "special conditions" shall take precedence over the terms and conditions in this Agreement unless the conflicting term in this Agreement is statutorily required, in which case the term contained in this Agreement shall take precedence.

18.7 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, without additional expense to County, 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.

18.8 County Funds: If sufficient funding is not available for Contractor to complete the Services, County reserves the right to modify the terms and conditions of the Agreement to change the Scope of Services to reduce the cost to match any available funding. If such modifications to the Scope of Services are not feasible, or if funding has been totally exhausted prior to Contractor's completion of its Services, the Agreement shall be terminated on terms reasonably acceptable to both parties. Additionally, in accordance with Section 216.347, Florida Statutes, and as provided herein, Contractor may not expend any County funds for the purpose of lobbying the legislature, or local, state or federal agencies.

18.9 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

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default, and 5) will advise County immediately if their status changes and will provide an explanation for the change in status.

18.10 Discriminatory Vendor: Provider certifies that they are not subject to Section 287.134 (2)(a) which specifies that an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not be awarded or perform work as a Provider, supplier, sub-Consultant, 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 Agreement, which includes without limitation controversies based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission, County shall attempt to reach a mutual agreement as to the settlement and resolution of the dispute with Consultant. Should a mutual agreement not be reached, County shall render a decision and reduce such to writing and serve a copy on Consultant. The decision shall be final and conclusive.

18.13 Documentation: All tracings, plans, specifications, maps, computer files and/or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived there from, will be considered works made for hire and will become the property of County upon expiration or termination of the Agreement without restriction or limitation on their use. Upon delivery to County of said document(s), County will become the custodian thereof in accordance with Chapter 119, Florida Statutes. Consultant 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.

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, Sub-consultants, sub-contractors and Agents: All Consultant employees, sub-consultants, sub-contractors, or agents performing any of the Services under the Agreement shall be properly trained to meet or exceed any specified training qualifications. Upon request, Consultant shall furnish a copy of licenses, certifications, or other proof of qualification. All employees, sub-consultants, sub-contractors, 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, sub-contractor, or agent of Consultant. County may refuse access to County Facilities or require replacement of any employee, sub-consultant, sub-contractor, or agent of Consultant for cause, including, but not limited to, technical or training qualifications, quality of services, change in security status, or non-compliance with County's security or other requirements. Such refusal shall not relieve Consultant of its obligation to perform all Services in compliance with the Agreement. County may reject and bar from any County facility for cause any of Consultant's employees, sub-consultants, sub-contractors, or agents. County shall have the right to review and approve any sub-consultants or sub-contractors that are utilized by Consultant in the performance of their Services. Consultant shall be fully responsible to County for the acts and omissions of its sub-consultants and sub-contractors, and persons directly or indirectly employed by them. It is Consultant's responsibility to ensure that its sub-consultants and sub-contractors are properly licensed to do business in the State of Florida and Citrus County, as required by law.

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.

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18.17 Equal Employment Opportunity: Consultant 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. Consultant shall furnish pertinent information regarding its employment policies and practices as well as those of their proposed sub-consultants as the State of Florida Department of Transportation, the Secretary of Labor, or County may require. The above shall be required of any sub-consultant hired by Consultant. All Equal Employment Opportunity requirements shall be included in all non-exempt sub-consultants 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 sub-consultants 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 sub-consultants 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 sub-consultants, 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 Agreement, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligation is prevented or delayed by any cause, existing or future, which is beyond the reasonable control, and not a result of the fault or negligence of the affected party (a "Force Majeure Event"). If a party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such party shall immediately provide notice to the other party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include, but not be limited to acts of civil or military authority (including courts or regulatory agencies), acts of God (excluding normal or seasonal weather conditions), war, riot, or insurrection, inability to obtain required permits or licenses, hurricanes and severe floods.

18.20 Governing Law and Venue: The Agreement shall be governed in accordance with the laws of the State of Florida. In the event of litigation with respect to the obligation of the parties to the Agreement, the jurisdiction and venue of such action shall be an appropriate State Court in Citrus County, Florida.

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 Agreement 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

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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 Agreement. Such inspections performed by County, shall not be construed as a final approval of Consultant's Service, and shall not relieve Consultant from its obligations under the Agreement. County reserves the right to inspect, at any reasonable time with prior notice, Consultant's facilities to assess conformity of the provision of the Services with the Agreement requirements. County reserves the right to investigate or inspect, at any time, whether the provision of the Services complies with the Agreement requirements. Consultant shall at all times during the Agreement term remain responsive and responsible. Consultant must be prepared, if requested by County, to present evidence of experience, ability, and financial standing, as well as a statement as to capacity of Consultant for the performance of the provision of the Services covered under the Agreement. If County determines that Consultant does not meet these qualifying conditions, or that the Services proposed to be furnished do not meet the specified requirements, or that performance is untimely, County may terminate the Agreement. This paragraph shall not mean or imply that it is obligatory upon County to make an investigation either before or after award of the Agreement, but should County elect to do so, Consultant is not relieved from fulfilling all Agreement requirements. Consultant shall supervise and direct the performance of its Services and shall be solely responsible for the means, methods, techniques, sequences, and safety of construction. Consultant will employ and maintain at the Project Site a qualified supervisor or superintendent who shall have been designated in writing by Consultant as the 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 the Consultant's Services.

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

18.25 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.

18.26 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.

18.27 Non-Collusion: Consultant agrees that neither it, nor any of its officers, partners, agents or employees have entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of a free competitive solicitation in connection with this Agreement, and that Consultant intends to do the work with its own bonafide employees or sub-consultants 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

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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.

18.28 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.

18.29 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.

18.30 Protection of Persons: Consultant will be responsible for the safety of its employees and the employees of its sub-consultants and sub-contractors, during the provision of their Services. 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 sub-contractor employee or any member of the public, or any damage to any of County's property, the Project Site, or adjacent property.

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

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

18.33 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.

18.34 Schedules, Reports and Records: Consultant shall submit to County cost schedules, progress schedules, estimates, records, reports, and any other data, as related to the provision of the Services covered under the Agreement. Furthermore, County reserves the right to inspect and audit Consultant's books and records relating to the Agreement, when deemed appropriate by County. All schedules, reports and records of Consultant, as they relate to the Agreement, shall be retained by Consultant for a period of three (3) years from the date of final payment under the Agreement.

18.35 Security and Confidentiality: Consultant shall comply fully with all security procedures of County in the performance of the Agreement. Consultant shall not divulge to third parties any information obtained by Consultant or its agents, sub-consultants, sub-contractors, 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, sub-consultants and sub-contractors. The warranties of this paragraph shall survive the Agreement.

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

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

18.38 Taxes: Consultant shall pay all sales, consumer, use and other similar taxes required to be paid by Consultant in accordance with the laws and regulations of the State of Florida which are applicable to the provision of the Services under the Agreement. County will not pay for any personal property taxes levied on Consultant or for any taxes levied on Consultant's employees' wages. County 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.

18.39 Waiver: The delay or failure by County to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of County's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right by County.

18.40 Workforce Labor: County believes that the hiring of employees by consultants to whom County awards contracts should, to the maximum extent possible, be citizens within its boundaries that are unemployed or seeking work for the first time. To that extent, County has agreed to notify CLM Workforce Connection of all awards involving service contracts. CLM Workforce Connection is a local business-led organization that plans and coordinates quality employment and training services for businesses and individual career seekers in Citrus County. Consultant will be contacted by CLM Workforce Connection to discuss hiring through its staff and services. Consultant'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 Consultant in hiring assistance.

19.0 Authority: Each person signing the Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

20.0 Registered Municipal Advisor; Required Disclosures: Consultant is a registered municipal advisor with the Securities and Exchange Commission (the "SEC") and the Municipal Securities Rulemaking Board (the "MSRB"), pursuant to the Securities Exchange Act of 1934 Rule 15Ba1-2. The parties agree that if County has designated Consultant as its independent registered municipal advisor ("IRMA") for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the "IRMA exemption"), the services provided pursuant to such designation shall be the services described in Exhibit A hereto, subject to any agreed upon limitations. Verification of independence (as is required under the IRMA exemption) shall be the responsibility of such third party seeking to rely on such IRMA exemption. Consultant shall have the right to review and approve in advance any representation of Consultant's role as IRMA to County.

MSRB Rules require that municipal advisors make written disclosures to their clients of all material conflicts of interest, certain legal or disciplinary events and certain regulatory requirements, which are provided in Consultant's Disclosure Statement delivered to County prior to or together with this Agreement.

21.0 Other Services: Upon request of County, an affiliate of Consultant or a third party referred or otherwise introduced by Consultant may agree to additional services to be provided by such affiliate or third party, by a separate writing, including separate scope and compensation, between County and such affiliate or third party. For the sake of clarity, any separate agreement between County and an affiliate or third party shall not in any way be deemed an amendment or modification of this Agreement.

22.0 Information To Be Furnished To Consultant: All information, data, reports, and records in the possession of County or any third party necessary for carrying out any services to be performed under this Agreement ("Data") shall be furnished to Consultant. Consultant may rely on the Data

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in connection with its provision of the services under this Agreement and the provider thereof shall remain solely responsible for the adequacy, accuracy or completeness of such Data.

Remainder of page intentionally left blank.

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

PFM FINANCIAL ADVISORS LLC

Signature of Witness (1)

Matin Tadzhiev
Printed Name of Witness (1)

Robert Wilson
Signature of Witness (2)

Robert Wilson
Printed Name of Witness (2)

BY: _____
JAMES W. GLOVER, MANAGING DIRECTOR

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 13th day of May, 2022, by James W. Glover as Managing Director who is ☒ personally known to me or ☐ who produced _____ as identification.

Witness my hand and official seal this 13th day of May, 2022.

Official use only

NOTARY PUBLIC Signature
Printed Name: Dorrena B. Davis
Commission No.: GG 947220
Expiration Date: April 18, 2024

SEAL

DORRENA B. DAVIS
MY COMMISSION # GG 947220
EXPIRES: April 18, 2024
Bonded Thru Notary Public Underwriters

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"
SCOPE OF SERVICES

General Description

The Financial Advisor shall provide comprehensive financial advisory services to Citrus County. Upon written notice from the County, the Financial Advisor shall perform the following services subject to the conditions and in consideration of payment as hereinafter set forth.

The Financial Advisor will advise on the structuring of obligations to be issued, inform the County of various options, advise the County as to how choices will impact the marketability of the County's obligations and will provide other services as defined. To ensure independence, the financial advisor will not bid on nor underwrite any County debt issues and shall be a registered municipal advisor.

A. Debt Issue Development and Sales Services

1. Planning and Development

a. Provide recommendations on the marketing of bonds including bond covenants, pledge of revenue, flow of funds, legal coverage requirements, municipals bond market trends and timing of issue.

b. Assist in the preparation and analysis of feasibility studies in cooperation with Citrus County staff, bond attorneys, architects, engineers, and other professionals as requested by the County. The studies should also include the use of pay as you go and debt financing.

c. Carefully analyze the financing to determine the best methods of strengthening its marketability consistent with current economic conditions and capital markets conditions and increasingly stringent rating agency criteria. This may involve the use of municipal bonds insurance, surety bonds, letters of credit or other enhancement devices deemed appropriate by the County.

d. Perform a comprehensive analysis of all Citrus County projects and provide the best possible plan for the financing of these projects.

e. Review Rating Agency criteria and methodology with regards to proposed financing and assist in obtaining the most favorable rating possible. Prepare the County thoroughly for any necessary rating presentations and participate in those meetings.

f. Act as a liaison with bond counsel and coordinate other professionals providing information in connection with the proposed financing.

g. Provide advice and assistance on the requirements of various financing structures, the principal amount of bonds to be sold, maturity schedules, call and put features, premium/discounts, basis of awarding bids and types of sales.

h. Keep the County abreast of market developments and financing techniques which might be applicable to the County's bond financing program, including any available from state and federal programs.

i. Provide Anti-Dilution and Debt Summary Reports or other services.

2. Marketing

a. Advise on the appropriate terms and conditions of the sale, including maturity schedule, underwriter discount, redemption provisions, interest rate bidding requirements and basis for award.

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b. Advise on the timing of the bond sale, taking into consideration such factors as changing economic conditions, current and projected market trends, and convenience to the County.

c. Coordinate with bond counsel the preparation of authorizing resolutions and other documents involved in the sale of bonds or other methods of financing. Assist in publicizing the issue in advance with an Official Statement, Notice of Sale, Bid Forms and such means necessary and advisable to develop nationwide public and institutional interest.

d. Assist the County in meeting full disclosure requirements and conforming to suggested guidelines when preparing the Official Statement either as an advisor or principal author.

e. Coordinate the distribution of the Preliminary Official Statement to potential purchases of the County's securities across the nation.

f. Directly contact those lead underwriters most likely to be syndicate manager. Maximize efforts to market the County's debt issuance most effectively.

g. Conduct information meetings with investment bankers and dealer banks in regards to the County's issuance of securities, if necessary, to establish bidding interest on the offerings and with commercial banks in regards to loans to the County.

h. Advertise any competitive bid, bond sale in nationally prominent financial publications, in addition to coordinating local publications requirements.

i. In the event of a competitive bid, attend the bid opening to assist with the verification and evaluation of bids and recommend the most favorable bid for award.

3. Bond Closing Phase

a. Direct bond-closing details, including coordination with bond counsel in order to ensure delivery in the shortest possible time frame.

b. Furnish prompt, complete reinvestment analysis so that maximum earning will result from investing bond proceeds, in addition to assisting staff and the architect/engineer with establishing schedule for drawdown of fund, if any.

c. Direct, coordinate and supervise preparation of the transcript and provide the County with bond and interest records showing required semiannual payments and other information relevant to the completed financing.

B. Work Products

The Financial Advisor shall provide the following work products for each competitive and negotiated debt offering.

1. Presale Analysis
2. Offering Statement
3. Post-sale Analysis
4. Such other analysis, cash flow projection and materials necessary for financial planning and bond sale purposes.

C. Other Services

1. Provide advice and assistance regarding disclosure requirements and reporting related to debt service instruments.

2. Provide special financial advice to the County as needed. This may include assistance in the development of alternative financing programs for potential capital projects, evaluating State and Federal legislation for the County, assist in determining debt capacity and other tasks as needed.

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3. Provide advice and assistance in the development of the funding requirements for the County's Capital Improvements Program.

4. Review the County's current debt and debt structure and make recommendations as necessary to the County upon request.

5. Provide advice and assistance in the development of the County's long range financial plan for debt and capital project financing.

Remainder of page intentionally left blank.

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EXHIBIT "B"
COMPENSATION

Bond Financing Fee

For all services related to the public offering or private placement of debt, we propose a "$/$1,000" fee schedule, per series, as shown in the table below. PFM proposes the following compensation schedule with a minimum fee of $20,000 per transaction. Negotiated and competitive transactions are billed at the same rate. Refunding issues will also be billed in accordance to the schedule below, with the exception of a $2,500 additional fee for the extra services required for refundings.

Bond Par ($000) Incremental Fee per $1,000

1 - 20,000 $1.15
20,001 and over $0.50

Pricing Scenario		
Item	Debt Instruments Issued	Fee Per $1,000 Debt Instrument
1	$0 - $20,000,000	$1.15
2	Next $40,000,000 and above	$0.50
	Total (Items 1 + 2)	$1.65

Out-of-Pocket Expenses

Additional expense (copies, printing, in state travel, etc.) will be paid by the firm but expected to be reimbursed by the County for costs directly related to bond issues. Such expenses will be billed at a flat fee of $500 per transaction. Out of state travel is billed at cost.

Retainer Fee

PFM proposes a monthly retainer of $1,000 to cover services that are non-transactional related. **OR** the County may elect for an hourly fee payment schedule in lieu of a monthly retainer fee for non-transactional services. If so, below are the hourly rates.

Managing Director/Director: $210 per hour
Senior Managing Consultant: $190 per hour
Senior Analyst/Analyst: $175 per hour

All transaction related services would be handled by the Bond Financing Fee schedule.

Attachment: RFP 22-047 Agenda Docs (20385 : RFP 22-047 Financial Advisory Services; PFM Financial Advisors LLC)

AGENDA MEMORANDUM

FROM:	Colleen Scott, Management & Budget Director
SUBJECT:	Budget Transfers
AGENDA DATE:	**June 14, 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.

Housing Services (2) - Allocate funds into the proper accounts to better serve clients.

Extension Services - Allocate funds for promotional log items and for the unanticipated increase in fuel.

Library Services - Allocate funds into the proper account to be in compliance with the State of Florida, Uniform Chart of Accounts.

Engineering - Allocate funds to purchase Surface Pros and docking stations to utilize the new Infor road rating system.

Aviation - Allocate funds to cover the permit fee for the Crystal River Airport Stormwater Pollution Prevention Plan and for the Crystal River Airport 100LL fuel tank DEP certification.

Utilities - Allocate funds to the correct account for the NW Quad Sewer grant project.

Visitors & Convention Bureau - Allocate funds into the proper account to cover cost of uniforms.

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 Housing Services (2), Extension Services, Library Services, Engineering, Aviation, Utilities and Visitors & Convention Bureau for fiscal year 2021-22.

Citrus County Board of County Commissioners
Budget Transfer Form

June 14, 2022	167W	LIHEAP
Date	Fund Number	Fund Title

Dept/Office/Division: COMMUNITY SERVICES/HOUSING SERVICES

Department Number	Account Number	From Amount	To Amount	Account Title
5373W	54000	683		TRAVEL & PER DIEM
5373W	55270		683	COMPUTER ACESSORIES

Detailed Reason for Transfer:

Reallocate Admin Expenses to cover line item overages

Division Approval: Michelle Alford Date: 5/12/2022

Department/Office Approval: Maureen Rodriguez Date: 5/12/22

Management & Budget Approval: cpratt Date: 5.17.2022

Board Approval:

Attachment: BT061422 (20386 : Budget Transfers)

Citrus County Board of County Commissioners
Budget Transfer Form

June 14, 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	53400	4,400		OTHER CONTRACTUAL SERVICES
5304V	54330		4,400	UTILITY CONNECTION

Detailed Reason for Transfer:

Reallocate Other Contractual Services funds to Strategy - Utility Connection to better serve our clients.

Division Approval: Michelle Offord Date: 5/10/2022

Department/Office Approval: Marcella Rodgers Date: 5/10/2022

Management & Budget Approval: Cpeott Date: 5·10·2022

Board Approval:

Attachment: BT061422 (20386 : Budget Transfers)

Citrus County Board of County Commissioners
Budget Transfer Form

May 6, 2022 — **Date**

001 — **Fund Number**

General Fund — **Fund Title**

Dept/Office/Division: Community Services/Extension Service

Department Number	Account Number	From Amount	To Amount	Account Title
6302	54000	1,700		Travel
6302	54800		1,700	Promotional
6302	55500	1,000		Training
6302	55208		1,000	Fuel

Detailed Reason for Transfer:

Reallocate funds for promotion logo items for in-person events, increase funding for fuel

Division Approval: [signature] Date: 5-9-2022

Department/Office Approval: Marianne Rodriguez Date: 5/6/2022

Management & Budget Approval: cpcott Date: 5.10.2022

Board Approval:

Attachment: BT061422 (20386 : Budget Transfers)

Citrus County Board of County Commissioners
Budget Transfer Form

May 4, 2022 — **Date**

131W — **Fund Number**

Mobile Maker Space Project — **Fund Title**

Dept/Office/Division: Community Services, Library Services

Department Number	Account Number	From Amount	To Amount	Account Title
6212W	55120	77		Office/Non-Cap Equipment
6212W	55200		77	Operating Supplies

Detailed Reason for Transfer:

Transfer is needed to decrease budget balance as no more purchases will be made from this account.

Division Approval: Eric Mitchell — Date: 5/5/22

Department/Office Approval: Maureen Rodriguez — Date: 5/5/22

Management & Budget Approval: cpratt — Date: 5.6.22

Board Approval:

Attachment: BT061422 (20386 : Budget Transfers)

Citrus County Board of County Commissioners
Budget Transfer Form

May 5, 2022 — **Date**

102 — **Fund Number**

Transportation — **Fund Title**

Dept/Office/Division: DWP/Engineering Division

Department Number	Account Number	From Amount	To Amount	Account Title
4104	51200	7,113		Regular Salaries & Wages
4104	55270		4,200	Computer Accessories
4104	53416		453	Software as a Service
4104	54615		2,460	Software Maint/Support

Detailed Reason for Transfer:

Engineering Division will need Surface Pros, Docking Stations, etc. to utilize the new InFor road rating system. Due to a position being vacant in the Engineering Division for quite some time, we have funds available in our Regular Salaries & Wages Account.

Division Approval: Date: 5-5-22

Department/Office Approval: Date: 5/5/22

Management & Budget Approval: Date: 5-6-2022

Board Approval:

Attachment: BT061422 (20386 : Budget Transfers)

Citrus County Board of County Commissioners
Budget Transfer Form

May 16, 2022	001	Aviation
Date	**Fund Number**	**Fund Title**

Dept/Office/Division: DPW/Engineering Division

Department Number	Account Number	From Amount	To Amount	Account Title
7201	55100	550		Office Supplies
7201	54912		550	Fees and Permits

Detailed Reason for Transfer:

To pay for the Florida Department of Environmental Protection permit fee for the Crystal River Airport Stormwater Pollution Prevention Plan. The remaining $50 needed is for the Crystal River Airport 100LL fuel tank DEP certification which is due in June, 2022.

Division Approval: [signature] Date: 5/16/22

Department/Office Approval: [signature] A.D. Date: 5/16/22

Management & Budget Approval: [signature] Date: 5.17.202

Board Approval:

Attachment: BT061422 (20386 : Budget Transfers)

Citrus County Board of County Commissioners
Budget Transfer Form

May 16, 2022	132B	Restore-Spill Impact
Date	**Fund Number**	**Fund Title**

Dept/Office/Division: CCU - NW Quad Sewer

Department Number	Account Number	From Amount	To Amount	Account Title
5832B1	56300	169,500		Improvements o/t Bldgs
5832B1	53100		169,500	Professional Services

Detailed Reason for Transfer:

Budget Resolution adopted entire grant as Construction, when a small portion was actually for Professional Services, CEI. This moves the grant CEI allocation out of Construction and into Prof. Services.

Division Approval: Christina Malmberg Digitally signed by Christina Malmberg DN: C=US, E=christina.malmberg@citrusbocc.com, CN=Christina Malmberg Date: 2022.05.16 11:49:37-04'00' Date:

Department/Office Approval: Ken Cheek Digitally signed by Ken Cheek Date: 2022.05.16 14:19:14 -04'00' Date:

Management & Budget Approval: Date: 5.17.2022

Board Approval:

Attachment: BT061422 (20386 : Budget Transfers)

Citrus County Board of County Commissioners
Budget Transfer Form

May 6, 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	54700	500		Printing & Binding
2122	55205		500	Uniforms

Detailed Reason for Transfer:

Transfer $500 from 54700 (printing & binding) to 55205 (uniforms) to cover cost of uniforms.

Division Approval: Date:

Department/Office Approval: Date: 5-6-22

Management & Budget Approval: Charles R Oliver Date: 5-10-22

Board Approval:

Attachment: BT061422 (20386 : Budget Transfers)

AGENDA MEMORANDUM

FROM:	Colleen Scott, Management & Budget Director
SUBJECT:	Budget Resolution
AGENDA DATE:	**June 14, 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 - Road Maintenance budget and State Housing Initiative Partnership (SHIP) grant budget.

Adopt - Low-Income Home Energy Assistance Program (LIHEAP) and HAVA Elections Security grant budgets.

BUDGET IMPACT/FUNDING SOURCE:

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

As detailed on budget resolutions attached.

RECOMMENDED ACTION:

Adopt and authorize the Chairman to execute a resolution amending/ adopting the Road Maintenance budget, Low Income Home Energy Assistance Program, State Housing Initiative Partnership and HAVA Elections Security grant budgets 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 14th day of June 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: 06-14-22res (20387 : 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: June 14, 2022

SUBJECT: Budget Amendment

The attached budget amendment appropriates funding necessary for the following:

1. Amend Road Maintenance Budget for the removal of the landscaping to restore the SR700/US98 median areas as approved by the Board of County Commissioners on February 8, 2022.

2. Adopt the Low-Income Home Energy Assistance Program (LIHEAP) grant budget to benefit low-income residents of the county.

3. Amend State Housing Initiative Partnership (SHIP) grant budget recording income and interest funds to be appropriated into the proper accounts to coincide with actual grant expenditures.

4. Adopting the HAVA Elections Security grant budget providing funds for Elections security.

Attachment: 06-14-22res (20387 : Budget Resolution)

Exhibit A

102 ROAD MAINTENANCE

Amendment #		Account Number	Account Description	Amount
1	*Revenues*	102-381000	INTERFUND TRANSFERS	$36,000
			Total Revenues	$36,000
1	*Expenditures*	102-4102-53400	OTHER CONTRACTUAL SERV	$36,000
			Total Expenditures	$36,000

167X LIHEAP

Amendment #		Account Number	Account Description	Amount
2	*Revenues*	167X-331590	FED GRANT-OTHER ECON ENV	$691,545
			Total Revenues	$691,545
2	*Expenditures*	167X-5373X-51200	REGULAR SALARIES & WAGES	$25,839
		167X-5373X-52100	FICA TAXES	$5,165
		167X-5373X-52200	RETIREMENT CONTRIBUTIONS	$3,195
		167X-5373X-52300	LIFE & HEALTH INSURANCE	$11,094
		167X-5373X-52400	WORKERS' COMPENSATION	$1,500
		167X-5373X-54000	TRAVEL & PER DIEM	$3,000
		167X-5373X-54201	POSTAGE	$2,000
		167X-5373X-54603	VEHICLE MAINTENANCE	$1,500
		167X-5373X-54615	SOFTWARE MAINT/SUPPORT	$6,500
		167X-5373X-54676	COPIER MAINT (GRANTS)	$2,000
		167X-5373X-54922	ENERGY ASSISTANCE PAYMENT	$262,010
		167X-5373X-54923	ENERGY ASSISTANCE-CRISIS	$262,010
		167X-5373X-54924	WEATHER RELATED EMERGENCY	$13,830
		167X-5373X-55100	OFFICE SUPPLIES	$4,920
		167X-5373X-55120	OFFICE/NON-CAP EQUIPMENT	$500
		167X-5373X-55208	FUEL & LUBES	$2,300
		167X-5373X-55500	TRAINING	$3,000
		167X-5373XOT-51200	REGULAR SALARIES & WAGES	$52,741
		167X-5373XOT-52100	FICA TAXES	$7,125
		167X-5373XOT-52200	RETIREMENT CONTRIBUTIONS	$5,884
		167X-5373XOT-52300	LIFE & HEALTH INSURANCE	$13,808
		167X-5373XOT-52400	WORKERS' COMPENSATION	$1,624
			Total Expenditures	$691,545

133Y SHIP

Attachment: 06-14-22res (20387 : Budget Resolution)

Exhibit A

Amendment #		Account Number	Account Description	Amount
3	*Revenues*	133Y-337550	SHIP RECYCLED/PROG INCOME	$62,604
3		133Y-361200	MONEY MKT & LGIP INTEREST	$856
			Total Revenues	$63,460
3	*Expenditures*	133Y-5304Y-51200	REGULAR SALARIES & WAGES	$3,173
		133Y-5304Y-53400	OTHER CONTRACTUAL SERV	$60,287
			Total Expenditures	$63,460

004V HAVA ELECTIONS SECURITY

Amendment #		Account Number	Account Description	Amount
4	*Revenues*	004V-331100	GEN GOV FED GRANTS	$32,752
			Total Revenues	$32,752
4	*Expenditures*	004V-5314V-54612	COMPUTER MAINTENANCE	$10,970
		004V-5314V-54615	SOFTWARE MAINT/SUPPORT	$21,782
			Total Expenditures	$32,752

Attachment: 06-14-22res (20387 : Budget Resolution)

AGENDA MEMORANDUM

FROM:	Ken Cheek, Director, Water Resources Department
SUBJECT:	Citrus County Harvest Incorporated, Resolution and Lease Agreement
AGENDA DATE:	**June 14, 2022**

BRIEF OVERVIEW:

Attached to the subject agenda item is a Resolution and Lease Agreement between Citrus County, Florida, a political subdivision of the State of Florida and Citrus County Harvest Incorporated, to lease rooms 114, 115, 116, 124 and 125, located at 2804 W. Marc Knighton Ct., Lecanto, Florida, 34461 for the purpose of providing meals to children through the Citrus County Blessings Program. The Lease is for a period of two (2) calendar years, beginning July 1, 2022 through June 30, 2024. The monthly rent shall be Three Hundred Thirty Five Dollars and Thirty Cents ($335.30) per month.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance
001-362500	Rents Non Profit	N/A	N/A	N/A	N/A

Anticipated Reserves for two year term $8,047.20

RECOMMENDED ACTION:

a. Discussion and consideration of a request from Citrus County Harvest Incorporated, to lease rooms 114, 115, 116, 124 and 125, located at 2804 W. Marc Knighton Ct., Lecanto, Florida, 34461 for the purpose of providing meals to children through the Citrus County Blessings Program.

b. Adopt and authorize the Chairman to execute a Resolution of the Board acknowledging the request from Citrus County Harvest Incorporated to lease property owned by the County.

c. Approve and authorize the Chairman to execute the Lease Agreement for a period of two (2) calendar years, beginning July 1, 2022, through June 30, 2024, and the monthly rent shall be Three Hundred Thirty-Five Dollars and Thirty Cents ($335.30) per month.

RESOLUTION NO. 2022 – _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AUTHORIZING LEASE OF SPACE TO CITRUS COUNTY HARVEST INCORPORATED, 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, the Board of County Commissioners of Citrus County, Florida owns the property known as the Community Resource Center located at 2804 W. Marc Knighton Ct., Lecanto and,

WHEREAS, Citrus County Harvest Incorporated, a Florida Not for Profit Corporation is an entity organized for the purpose of promoting the community interest and welfare and proposes to lease Rooms 114, 115, 116, 124 and 125 of the Resource Center for the purpose of providing meals to children through the Citrus County Blessings Program, Silencing Weekend Hunger, and

WHEREAS, the Board of County Commissioners of Citrus County, Florida finds that leasing the property to Citrus County Harvest Incorporated is clearly within the community's best interest and welfare and will benefit Citrus County, Florida and its citizens, and

WHEREAS, the Board of County Commissioners of Citrus County, Florida finds that the space is not needed for use by the County at this time, and

WHEREAS, Section 125.38, Florida Statutes, provides that the County may enact a resolution for the lease of real property to a not-for-profit, and

WHEREAS, the Board of County Commissioners finds that it is in the best interest of the County to execute a lease agreement with Citrus County Harvest Incorporated for Rooms 114, 115, 116,124 and 125 of the Community Resource Center, and

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Citrus County, in regular session this 27th day of June, 2022, as follows:

1. The above "whereas clauses" are true and correct and incorporated herein by reference.

2. Rooms 114, 115, 116, 124 and 125 of the Community Resource Center located at 2804 W. Marc Knighton Ct., Lecanto, are not needed at this time for County purposes.

Attachment: Harvest Blessing Resolution-Lease 2022-2024 (20405 : Citrus County Harvest Incorporated, Resolution and Lease Agreement)

3. Citrus County Harvest Incorporated, a Florida Not for Profit Corporation, desires to lease Rooms 114, 115, 116, 124 and 125 for a term of two years to promote the community's interest and welfare by utilizing the property for the purposes of providing meals to children through the Citrus County Blessings Program, Silencing Weekend Hunger, 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 rate and term of the lease shall be in accordance with the lease agreement attached hereto and made a part hereof as Exhibit "A."

6. That given the foregoing, the Board of County Commissioners of Citrus County, Florida, by these presents, expresses its intent to enter into a lease agreement with Citrus County Harvest Incorporated, a Florida Not for Profit Corporation, to utilize Rooms 114, 115, 116, 124 and 125 of the County owned property known as the Community Resource Center located at 2804 W. Marc Knighton Ct., for the purpose of providing meals to children through the Citrus County Blessings Program, Silencing Weekend Hunger.

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: Harvest Blessing Resolution-Lease 2022-2024 (20405 : Citrus County Harvest Incorporated, Resolution and Lease Agreement)

Resolution 2022- _____

EXHIBIT "A"

LEASE AGREEMENT

Attachment: Harvest Blessing Resolution-Lease 2022-2024 (20405 : Citrus County Harvest Incorporated, Resolution and Lease Agreement)

Attachment: Harvest Blessing Resolution-Lease 2022-2024 (20405 : Citrus County Harvest Incorporated, Resolution and Lease Agreement)

LEASE AGREEMENT
CITRUS COUNTY HARVEST INCORPORATED,
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 **CITRUS COUNTY HARVEST INCORPORATED , 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 Rooms 114, 115, 116, 124 and 125 of the Community Resource Center located at 2804 W. Marc Knighton Ct., Lecanto, Florida, 34461.

RECITALS:

WHEREAS, COUNTY is the owner of the real property known as the Community Resource Center located at 2804 W. Marc Knighton Ct., Lecanto, Florida; and

WHEREAS, LESSEE is a Florida not for profit Corporation and provides services to the community that are considered by the Citrus County Board of County Commissioners to be in the nature of public services; and

WHEREAS, LESSEE intends to use, maintain, and control Rooms 114, 115, 116, 124 and 125 of the Community Resource Center (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 two years, beginning on the 1st day of July, 2022, and ending on the 30th day of June, 2024.

III. Possessory Interest. LESSEE shall have the right of possession, occupation, and control, inclusive, of Rooms 114, 115, 116, 124, and 125 (the"PREMISES"), comprised of Four Hundred-Seventy-Nine square feet (479 sq. ft.).

IV. Rent. The monthly rent for the above-mentioned portion of the PREMISES, shall be at a rate of Three Hundred Thirty-Five Dollars and Thirty Cents ($335.30) each month. The amount of the first month's rent shall be due and payable upon execution of this Lease Agreement, and each subsequent month's rent shall be due and payable on the

first day of each month. All 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. Assignment, Let & Sublet. LESSEE shall not assign this lease or any portion hereof, nor use the PREMISES, or any part thereof, nor permit the same, or any part thereof, for any other purpose than as herein stated. LESSEE shall not let or sublet any portion of the PREMISES without the express written permission of LESSOR.

VI. 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.

VII. 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.

VIII. 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.

IX. 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.

X. 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

Attachment: Harvest Blessing Resolution-Lease 2022-2024 (20405 : Citrus County Harvest Incorporated, Resolution and Lease Agreement)

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.

XI. Maintenance and Repairs. LESSEE, at its sole cost and expense, shall maintain the interior of PREMISES and provide janitorial services to the PREMISES. LESSOR 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.

LESSOR agrees to service and maintain heating and air conditioning equipment. Minor repairs due to normal use of the facility shall be the responsibility of LESSEE, major repairs to the facility and or grounds caused by LESSEE will also be the responsibility of LESSEE. 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.

XII. 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.

XIII. 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.

XIV. 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 the part of LESSEE, its officers, employees, or agents, or any other occupants or third parties.

Attachment: Harvest Blessing Resolution-Lease 2022-2024 (20405 : Citrus County Harvest Incorporated, Resolution and Lease Agreement)

XV. 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

XVI. 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, 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

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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.

XVII. 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.

XVIII. 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.

XIX. 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.

XX. Notice. It is understood and agreed between the Parties hereto that written notice mailed by First Class U.S. Mail or hand delivered by Citrus County Harvest Incorporated, a Florida Not for Profit Corporation, located at 2804 W. Marc Knighton Ct., Lecanto, Florida 34461, 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 Citrus County Harvest, Incorporated, a Florida Not for Profit Corporation shall constitute sufficient notice to LESSEE under this agreement.

XXI. 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 hereunder shall not operate to forfeit any of the said rights.

Attachment: Harvest Blessing Resolution-Lease 2022-2024 (20405 : Citrus County Harvest Incorporated, Resolution and Lease Agreement)

XXII. Insurance. Insurance requirements will be as specified in Exhibit "A" attached hereto and made part hereof. Current Certificates of Insurance will be provided to the LESSOR annually, and non-compliance shall be a basis for termination of this Agreement

XXIII. Authorized Activities. LESSOR agrees that LESSEE may use the PREMISES for storage and delivery of goods for the purpose of providing meals to children.

XXIV. 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.

XXV. 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.

XXVI. 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.

XXVII. 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 breach of this Lease Agreement shall be effective unless in writing, signed by the Party to be charged.

XXIII. 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.

XXIX. 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: Harvest Blessing Resolution-Lease 2022-2024 (20405 : Citrus County Harvest Incorporated, Resolution and 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:
CITRUS COUNTY HARVEST INCORPORATED, A FLORIDA NOT FOR PROFIT CORPORATION

BY:_____
Christina Joan Reed, Executive Director

_____
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 Christina Joan Reed, Executive Director of Citrus County Harvest, Inc., a Florida Non Profit Corporation, on behalf of said corporation, who is personally known to me or who produced _____ as identification.

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

_____
Notary Public, State of Florida
Printed Name: _____
Commission No._____
Expiration Date:_____

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LESSOR:
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: Harvest Blessing Resolution-Lease 2022-2024 (20405 : Citrus County Harvest Incorporated, Resolution and Lease Agreement)

EXHIBIT "A"

TYPE "D" "Leases with Tenants on County Property Insurance"

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 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

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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 non-contributory.

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.*

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 sub-Lessees 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)All Certificates must show that the Lessee's policies have been endorsed per the requirements.

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TYPE "D" "Leases with Tenants on County Property Insurance"

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 (C01) 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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Resolution 2022- _____

Attachment: Harvest Blessing Resolution-Lease 2022-2024 (20405 : Citrus County Harvest Incorporated, Resolution and Lease Agreement)

LEASE AGREEMENT
CITRUS COUNTY HARVEST INCORPORATED,
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 **CITRUS COUNTY HARVEST INCORPORATED , 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 Rooms 114, 115, 116, 124 and 125 of the Community Resource Center located at 2804 W. Marc Knighton Ct., Lecanto, Florida, 34461.

RECITALS:

WHEREAS, COUNTY is the owner of the real property known as the Community Resource Center located at 2804 W. Marc Knighton Ct., Lecanto, Florida; and

WHEREAS, LESSEE is a Florida not for profit Corporation and provides services to the community that are considered by the Citrus County Board of County Commissioners to be in the nature of public services; and

WHEREAS, LESSEE intends to use, maintain, and control Rooms 114, 115, 116, 124 and 125 of the Community Resource Center (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 two years, beginning on the 1st day of July, 2022, and ending on the 30th day of June, 2024.

III. Possessory Interest. LESSEE shall have the right of possession, occupation, and control, inclusive, of Rooms 114, 115, 116, 124, and 125 (the"PREMISES"), comprised of Four Hundred-Seventy-Nine square feet (479 sq. ft.).

IV. Rent. The monthly rent for the above-mentioned portion of the PREMISES, shall be at a rate of Three Hundred Thirty-Five Dollars and Thirty Cents ($335.30) each month. The amount of the first month's rent shall be due and payable upon execution of this Lease Agreement, and each subsequent month's rent shall be due and payable on the

Attachment: 1c Supporting Docs Lease 2022-2024 (20405 : Citrus County Harvest Incorporated, Resolution and Lease Agreement)

first day of each month. All 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. Assignment, Let & Sublet. LESSEE shall not assign this lease or any portion hereof, nor use the PREMISES, or any part thereof, nor permit the same, or any part thereof, for any other purpose than as herein stated. LESSEE shall not let or sublet any portion of the PREMISES without the express written permission of LESSOR.

VI. 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.

VII. 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.

VIII. 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.

IX. 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.

X. 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

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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.

XI. Maintenance and Repairs. LESSEE, at its sole cost and expense, shall maintain the interior of PREMISES and provide janitorial services to the PREMISES. LESSOR 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.

LESSOR agrees to service and maintain heating and air conditioning equipment. Minor repairs due to normal use of the facility shall be the responsibility of LESSEE, major repairs to the facility and or grounds caused by LESSEE will also be the responsibility of LESSEE. 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.

XII. 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.

XIII. 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.

XIV. 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 the part of LESSEE, its officers, employees, or agents, or any other occupants or third parties.

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XV. 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

XVI. 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, 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

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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.

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XVIII. 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.

XIX. 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.

XX. Notice. It is understood and agreed between the Parties hereto that written notice mailed by First Class U.S. Mail or hand delivered by Citrus County Harvest Incorporated, a Florida Not for Profit Corporation, located at 2804 W. Marc Knighton Ct., Lecanto, Florida 34461, 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 Citrus County Harvest, Incorporated, a Florida Not for Profit Corporation shall constitute sufficient notice to LESSEE under this agreement.

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XXII. Insurance. Insurance requirements will be as specified in Exhibit "A" attached hereto and made part hereof. Current Certificates of Insurance will be provided to the LESSOR annually, and non-compliance shall be a basis for termination of this Agreement

XXIII. Authorized Activities. LESSOR agrees that LESSEE may use the PREMISES for storage and delivery of goods for the purpose of providing meals to children.

XXIV. 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.

XXV. 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.

XXVI. 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.

XXVII. 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 breach of this Lease Agreement shall be effective unless in writing, signed by the Party to be charged.

XXIII. 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.

XXIX. 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 Docs Lease 2022-2024 (20405 : Citrus County Harvest Incorporated, Resolution and 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:
CITRUS COUNTY HARVEST INCORPORATED, A FLORIDA NOT FOR PROFIT CORPORATION

BY: _____
Christina Joan Reed, Executive Director

Rachelle Garrett
Witness

Rachelle Garrett
Printed Name

Rhonda Noel
Witness

Rhonda Noel
Printed Name

STATE OF Florida

COUNTY OF Citrus

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 20 day of MAY, 2022, by Christina Joan Reed, Executive Director of Citrus County Harvest, Inc., a Florida Non Profit Corporation, on behalf of said corporation, who is personally known to me or who produced _____ as identification.

Witness my hand and official seal this 20 day of MAY, 2022.

Lisette A. Serrano
Notary Public
State of Florida
Comm# HH037032
Expires 8/26/2024

Notary Public, State of Florida
Printed Name: Lisette A. Serrano
Commission No. HH037032
Expiration Date: 08-26-2024

Attachment: 1c Supporting Docs Lease 2022-2024 (20405 : Citrus County Harvest Incorporated, Resolution and Lease Agreement)

Resolution 2022- _____

ATTEST:

LESSOR:
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 Lease 2022-2024 (20405 : Citrus County Harvest Incorporated, Resolution and Lease Agreement)

Resolution 2022- _____

EXHIBIT "A"

TYPE "D" "Leases with Tenants on County Property Insurance"

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 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

Attachment: 1c Supporting Docs Lease 2022-2024 (20405 : Citrus County Harvest Incorporated, Resolution and Lease Agreement)

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 non-contributory.

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.*

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 sub-Lessees 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)All Certificates must show that the Lessee's policies have been endorsed per the requirements.

Attachment: 1c Supporting Docs Lease 2022-2024 (20405 : Citrus County Harvest Incorporated, Resolution and Lease Agreement)

TYPE "D" "Leases with Tenants on County Property Insurance"

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 (C01) 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 Docs Lease 2022-2024 (20405 : Citrus County Harvest Incorporated, Resolution and Lease Agreement)

Resolution 2022- _____

Attachment: 1c Supporting Docs Lease 2022-2024 (20405 : Citrus County Harvest Incorporated, Resolution and Lease Agreement)

CERTIFICATE OF LIABILITY INSURANCE

DATE (M
8/19/2021

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

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

PRODUCER
The Hagar Group
151 E Highland Blvd, Ste 171
Inverness FL 34452

CONTACT NAME: Janice McLaughlin
PHONE (A/C, No, Ext): 352-419-7577 **FAX (A/C, No):** 352-726-2363
E-MAIL ADDRESS: jmclaughlin@thehagargroup.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Southern-Owners	10190
INSURER B : Auto-Owners	18988
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED CITRU49
Citrus County Harvest Inc.
PO Box 2253
Inverness FL 34451

COVERAGES **CERTIFICATE NUMBER:** 125713638 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y	Y	78125895	8/18/2021	8/18/2022	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY	Y	Y	4812589500	6/3/2021	6/3/2022	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 / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						[ ] PER STATUTE [ ] OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A						E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Non Profit Organization/Club - Effective 06/03/19 added 2019 Ram 1500 - VIN 3C6JR6DT1KG505357, Comprehensive deductible $1000, Collision Deductible $1000.
Certificate Holder is listed as an additional insured. Waiver of subrogation applies

CERTIFICATE HOLDER

Citrus County, Florida A Political Subdivision of the State of FL
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
Greg B Hagar

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Attachment: 1c Supporting Docs Lease 2022-2024 (20405 : Citrus County Harvest Incorporated, Resolution and Lease Agreement)

CERTIFICATE OF LIABILITY INSURANCE

DATE (I 06/23/2021

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

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

PRODUCER	**CONTACT NAME:** Automatic Data Processing Insurance Agency, Inc.
Automatic Data Processing Insurance Agency, Inc.	**PHONE (A/C, No, Ext):** 1-800-524-7024 **FAX (A/C, No):**
	E-MAIL ADDRESS:
1 Adp Boulevard	**INSURER(S) AFFORDING COVERAGE** / **NAIC #**
Roseland NJ 07068	**INSURER A :** Markel Insurance Company 38970
INSURED CITRUS COUNTY HARVEST INCORPORATED	**INSURER B :**
	INSURER C :
PO BOX 82	**INSURER D :**
	INSURER E :
LECANTO FL 344600082	**INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 2012780 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N						☒ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** ☒ Y	N / A	Y	MWC0096823-06	06/20/2021	06/20/2022	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

This certificate of insurance includes a Waiver of Subrogation in favor of the certificate holder.
Division Name: All Vendors.
Contract ID: Non Profit.

CERTIFICATE HOLDER

Citrus County, Florida
3600 W. Sovereign Path
Suite 180
Lecanto FL 34461

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Attachment: 1c Supporting Docs Lease 2022-2024 (20405 : Citrus County Harvest Incorporated, Resolution and Lease Agreement)

AGENDA MEMORANDUM

FROM:	Charles R. Oliver, County Administrator
SUBJECT:	Resolution-legislative action to restore the lower Withlacoochee River
AGENDA DATE:	**June 14, 2022**

BRIEF OVERVIEW:

Withlacoochee Aquatic Restoration, Inc., is requesting support from the Board of County Commissioners via a Resolution establishing the need for legislative action and direction to state regulatory agencies to restore the lower Withlacoochee river.

BUDGET IMPACT/FUNDING SOURCE:

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

RECOMMENDED ACTION:

Adopt and authorize the Chairman to execute a Resolution in support of establishing the need for legislative action and direction to State Regulatory agencies to restore the lower Withlacoochee River.

Attachment: Resolution of support Lower Withlacoochee River (20362 : Resolution-legislative action to restore the lower Withlacoochee River)

RESOLUTION NO. 2022 _____

A RESOLUTION OF SUPPORT FROM THE BOARD OF COUNTY COMMISSIONERS OF CITRUS COUNTY, FLORIDA ESTABLISHING THE NEED FOR LEGISLATIVE ACTION AND DIRECTION TO STATE REGULATORY AGENCIES TO RESTORE THE LOWER WITHLACOOCHEE RIVER

WHEREAS, the Withlacoochee River defines a portion of Citrus County's border and discharges into state preserve waters located within the Gulf of Mexico and along the western border of the county; and

WHEREAS, the lower Withlacoochee River has been declared an Outstanding Florida Waterbody; and

WHEREAS, the lower Withlacoochee River has seen significant degradation and impairment due to inadequate design and function of the Lake Rousseau containment structures- as determined in a multi-year water quality monitoring and environmental assessment study, as documented in the 2021 report, submitted by the non-profit organization Withlacoochee Aquatic Restoration (W.A.R., Inc); and

WHEREAAS, the waters of the state are a significant contributor to state and local economies; and

WHEREAS, the waters of Citrus County are critical to the health, well-being and prosperity of the people in nearby communities including Inglis and Yankeetown; and

WHEREAS, the waters of Citrus County are critical to the health and life of species in county waters; and

WHEREAS, the responsiblility for the lower Withlacoochee River's impairments rest on the Federal Government's actions in construction of the Cross Florida Barge Canal; and

WHEREAS, the deficiencies in the Lake Rousseau containment structure and much of the impairment of the Lower Withlacoochee River can be remedied with modification to those containment structures.

NOW, THEREFORE, BE IT RESOLVED- by the Board of County Commissioners of Citrus County, Florida in regular session this 14TH day of June, 2022, as follows:

1. The Board does, hereby support the request for legislative action to improve the Lake Rousseau containment structures and restore the lower Withlacoochee River **provided it does not change the lake levels in Lake Rousseau or decrease the flows in other waterways.**

2. Direct the Clerk of the Board to transmit a certified copy of this Resolution to Representatives Ralph Massello and Representative Daniel Webster, Governor Ron DeSantis, Senator Wilton Simpson, Senator Marco Rubio, Senator Rick Scott, Executive Director of SWFWMD Brian Armstrong, Secretary of FDEP Shawn Hamilton, Mayor of Yankeetown Eric Erkel, Mayor of Inglis Michael Andrew White and Levy County Administrator Wilbur Dean

BOARD OF COUNTY COMMISSIONERS OF
CITRUS COUNTY, FLORIDA

ATTEST:

_____

ANGELA VICK, CLERK

BY:_____
RONALD E. KITCHEN JR., CHAIRMAN

_____
RUTHIE DAVIS SCHLABACH, 1ST VICECHAIR

_____
HOLLY L. DAVIS 2ND VICECHAIR

_____
JEFF KINNARD D.C., COMMISSIONER

_____
SCOTT CARNAHAN, COMMISSIONER

APPROVED AS TO FORM FOR THE RELIANCE
OF CITRUS COUNTY

_____
DENISE A. DYMOND LYN
COUNTY ATTORNEY

Attachment: Resolution of support Lower Withlacoochee River (20362 : Resolution-legislative action to restore the lower Withlacoochee River)

AGENDA MEMORANDUM

FROM:	Barbara Good, Assistant Tax Collector
SUBJECT:	Extension of the Tax Roll
AGENDA DATE:	**June 14, 2022**

BRIEF OVERVIEW:

Extension of the Tax Roll

BUDGET IMPACT/FUNDING SOURCE:

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

RECOMMENDED ACTION:

Approve a request from Janice A. Warren, Citrus County Tax Collector, to extend the tax roll pursuant to section 197.323, Florida Statutes.

210 N. Apopka Ave., Suite 100
Inverness, Fl. 34450
(352) 341-6500

Janice A. Warren, C.F.C
CITRUS COUNTY TAX COLLECTOR

MEMO

To: Board of County Commissioners

From: Janice A Warren, Citrus County Tax Collector

Date: 5/11/2022

Re: 2022 Tax Roll

Due to the schedule of the 2022 Citrus County Value Adjustment Board, I respectfully request that the Board of County Commissioners pursuant to Florida Statute 197.323, order the 2022 tax roll be extended, and that the Property Appraiser undertake all actions required so that the tax bills may be mailed by November 1st, 2022.

This request is made pursuant to the aforementioned statute, and at the request of and in cooperation with the Property Appraiser and the County Attorney's Office.

Attachment: Agenda memo (20373 : Extension of the Tax Roll)

Print Form

DR-488P
N. 12/09

Rule 12D-16.002
Florida Administrative Code

INITIAL CERTIFICATION OF THE VALUE ADJUSTMENT BOARD

Section 193.122(1), Florida Statutes

Tax Roll Year 2022

The Value Adjustment Board of Citrus County has not completed its hearings and certifies on order of the Board of County Commissioners according to sections 197.323 and 193.122(1), F.S., that the

Check one. ☑ Real Property ☐ Tangible Personal Property

assessment roll for our county has been presented by the property appraiser to include all property and information required by the statutes of the State of Florida and the requirements and regulations of the Department of Revenue.

On behalf of the entire board, I certify that we have ordered this certification to be attached as part of the assessment roll. We will issue a Certification of the Value Adjustment Board (Form DR-488) under section 193.122(1) and (3), F.S., when the hearings are completed. The property appraiser will make all extensions to show the tax attributable to all taxable property under the law.

Signature, Chair of the Value Adjustment Board

Date

Attachment: dr488p RE (20373 : Extension of the Tax Roll)

Print Form

DR-488P
N. 12/09

Rule 12D-16.002
Florida Administrative Code

INITIAL CERTIFICATION OF THE VALUE ADJUSTMENT BOARD

Section 193.122(1), Florida Statutes

Tax Roll Year 2022

The Value Adjustment Board of Citrus County has not completed its hearings and certifies on order of the Board of County Commissioners according to sections 197.323 and 193.122(1), F.S., that the

Check one. ☐ Real Property ☑ Tangible Personal Property

assessment roll for our county has been presented by the property appraiser to include all property and information required by the statutes of the State of Florida and the requirements and regulations of the Department of Revenue.

On behalf of the entire board, I certify that we have ordered this certification to be attached as part of the assessment roll. We will issue a Certification of the Value Adjustment Board (Form DR-488) under section 193.122(1) and (3), F.S., when the hearings are completed. The property appraiser will make all extensions to show the tax attributable to all taxable property under the law.

Signature, Chair of the Value Adjustment Board

Date

Attachment: dr488p TPP (20373 : Extension of the Tax Roll)

AGENDA MEMORANDUM

FROM:	Ken Cheek, Director, Water Resources Department
SUBJECT:	Memorandum of Agreement with FWC
AGENDA DATE:	**June 14, 2022**

BRIEF OVERVIEW:

Recently, the Board approved several ordinances (2022-01, 2022-A16, and 2022-A26) that created Manatee Protection Zones on the Homosassa River. The existing signage that is currently in place will need to be replaced with the new verbiage to reflect the approved ordinances. The Florida Fish and Wildlife Conservation Commission (FWC) holds the current permit for the existing signs and pilings and have requested that we enter into an agreement that will allow the County to install certain signs on FWC's pilings.

Legal has reviewed and approved this agreement (Legal Request Number 2212).

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance
2101-53400	Other Contract Svc	$90,908	$41,523	$10,100	$39,285
2101-53400	Safety & Road Signs	$1,000	-0-	-0-	$1,000

RECOMMENDED ACTION:

a. Approve and authorize the Chairman to execute the Memorandum of Agreement between the Florida Fish and Wildlife Conservation Commission and Citrus County, Florida, Agreement No. 21317 for the purpose of installing County signage on the Florida Fish and Wildlife Conservation Commission permitted pilings that are located on the Homosassa River, Florida.

b. Approve and authorize the related budget transfer.

MEMORANDUM OF AGREEMENT
BETWEEN
THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
AND
CITRUS COUNTY, FLORIDA FOR
CITRUS COUNTY HOMOSASSA RIVER MANATEE ZONE

THIS MEMORANDUM OF AGREEMENT is entered into by and between **THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION**, 620 South Meridian Street, Tallahassee, Florida 32399-1600, hereafter "**Commission,**" and **Citrus County, Florida**, 110 N. Apopka Ave, Inverness, FL. 34450, hereafter "**County**."

The purpose of this Memorandum of Agreement is to provide mutually beneficial support to one another in each party's respective efforts to install and maintain uniform waterway markers around the Citrus County Homosassa River Manatee Zone in Citrus County, Florida, as approved under Florida Uniform Waterway Marker permit #FUWM-22-006, and to detail each party's responsibilities for uniform waterway markers associated with Florida Uniform Waterway Marker permit #FUWM-22-006.

1. RESPONSIBILITIES OF THE PARTIES. The parties hereby agree to accept and undertake the following responsibilities assigned to them under this Agreement:

A. Responsibilities of the Commission.

1) Maintain marker pilings for uniform waterway markers located at the following geographic coordinates:

a) Marker 1110: (28°47.66028N, 82°36.32796W)
b) Marker 1111: (28°47.68806N, 82°36.34836W)
c) Marker 1112: (28°47.63700, 82°36.34746W)
d) Marker 1113: (28°47.55444N, 82°36.44076W)
e) Marker 1114: (28°47.21010N, 82°36.92202W)
f) Marker 1115: (28°47.25816N, 82°36.96324W)
g) Marker 1120: (28°47.03940N, 82°37.54302W)
h) Marker 2683: (28°46.99086N, 82°37.67724W)
i) Marker 2684: (28°47.04078N, 82°37.62510W)
j) Marker 2686: (28°46.95474N, 82°37.34346W)

2) Maintain all Commission-placed signs and hardware on uniform waterway marker pilings listed in paragraph 1.A.1); and

3) Notify the County no less than 72 hours before performing work on the marker pilings identified in paragraph 1.A.1).

Attachment: (F) 21317 MOU - bee (20395 : Memorandum of Agreement with FWC)

B. Responsibilities of County.

1) Install and maintain all signs and hardware approved by Florida Uniform Waterway Marker permit #FUWM-22-006 on Commission marker pilings located at the following geographic coordinates:

a) Marker 1110: (28°47.66028N, 82°36.32796W)
b) Marker 1111: (28°47.68806N, 82°36.34836W)
c) Marker 1112: (28°47.63700, 82°36.34746W)
d) Marker 1113: (28°47.55444N, 82°36.44076W)
e) Marker 1114: (28°47.21010N, 82°36.92202W)
f) Marker 1115: (28°47.25816N, 82°36.96324W)
g) Marker 1120: (28°47.03940N, 82°37.54302W)
h) Marker 2683: (28°46.99086N, 82°37.67724W)
i) Marker 2684: (28°47.04078N, 82°37.62510W)
j) Marker 2686: (28°46.95474N, 82°37.34346W)

2) Remove all signs and hardware related to markers identified in paragraph 1.B.1) from pilings identified in paragraph 1.A.1) no later than 72-hours after being provided notice by the Commission of upcoming work on such pilings;

3) Reinstall signs and hardware related to markers identified in paragraph 1.B.1) and as approved by Florida Uniform Waterway Marker permit #FUWM-2-006 on pilings identified in paragraph 1.A.1) once Commission work on such pilings has been completed;

4) Not alter pilings identified in paragraph 1.A.1) or any signs or hardware placed by the Commission on these pilings for any reason; and

5) Adhere in all respects to the requirements of Chapter 68D-23, Florida Administrative Code.

2. TERM OF THE AGREEMENT. It is understood and agreed that the relationship established by this Agreement is meant to be for the benefit of both parties, and that this Agreement shall be effective on the date of execution by both parties and shall remain in effect until terminated, suspended or modified in writing by an appropriate amendment executed by both parties.

3. TERMINATION. Either party may terminate this Agreement by giving written notice to the other party specifying the termination date, by certified mail, return receipt requested, at least 30 days prior to the termination date specified in the notice.

4. NOTICES. All notices shall be delivered to the parties at the following addresses (or such changed address or addressee as may be provided by notice). A notice or other communication shall be deemed received by the addressee on the next business day after having been placed in overnight mail with the U. S. Postal Service, or other overnight express service such as FedEx, UPS, or similar service. Notices sent by

Attachment: (F) 21317 MOU - bee (20395 : Memorandum of Agreement with FWC)

means other than overnight delivery shall be deemed received when actually received by the addressee:

FOR THE COMMISSION:

Captain Travis Franklin
Unit Leader
Bryant Building
620 Meridian Street
Tallahassee, FL. 32399
(850) 617-9527
Travis.Franklin@MyFWC.com

Citrus County, Florida:

Ronald E. Kitchen, Jr.
Chairman
110 N. Apopka Ave.
Inverness, FL. 34450
(352) 341-6560
ronald.kitchen@citrusbocc.com

5. PUBLIC RECORDS. All records in conjunction with this Agreement shall be public records in accordance with the laws applicable to the parties.

6. LIABILITY. Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing herein shall constitute a waiver by either party of sovereign immunity or statutory limitations on liability.

7. NON-ASSIGNMENT. This Agreement may not be assigned in whole or in part without the written approval of all parties. Any such assignment or attempted assignment shall be null and void.

8. SEVERABILITY AND CHOICE OF VENUE. This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action in connection herewith, in law or equity, shall be brought in Leon County, Florida, to the exclusion of all other lawful venues.

9. NO THIRD-PARTY RIGHTS. The parties hereto do not intend, nor shall this Agreement be construed to grant any rights, privileges or interest to any person not a party to this Agreement.

10. JURY TRIAL WAIVER. As part of the consideration for this Agreement, the parties hereby waive trial by jury in any action or proceeding brought by any party against any other party pertaining to any matter whatsoever arising out of or in any way connected with this Agreement, or with the products or services provided under this Agreement; including but not limited to any claim of quantum meruit.

11. ENTIRE AGREEMENT; AMENDMENT. This Agreement with all incorporated attachments and exhibits represents the entire agreement of the parties. This Agreement may be amended by mutual written agreement of the parties.

Attachment: (F) 21317 MOU - bee (20395 : Memorandum of Agreement with FWC)

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Signature Page to Follow

Attachment: (F) 21317 MOU - bee (20395 : Memorandum of Agreement with FWC)

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Agreement to be executed through their duly authorized signatories on the day and year last below written.

CITRUS COUNTY, FLORIDA

_____
Ronald E. Kitchen, Jr.
Chairman, Citrus County Board of County Commissioners

Date:_____

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

_____
Executive Director or designee

Date: _____

APPROVED as to form and legality:

.

_____
Commission Attorney Signature

Attachment: (F) 21317 MOU - bee (20395 : Memorandum of Agreement with FWC)

Citrus County Board of County Commissioners
Budget Transfer Form

May 23, 2022	001	General Fund
Date	**Fund Number**	**Fund Title**

Dept/Office/Division: Administrative Services

Department Number	Account Number	From Amount	To Amount	Account Title
9999	60050	8,314		General Fund Reserve for Contingency
2101	53400		6,450	Other Contractual Services
2101	55216		5,569	Safety & Road Signs
2101	59100	3,705		Transfer

Detailed Reason for Transfer:

This budget transfer will appropriate additional funds for the installation and signage reflecting changes to several ordinances and the establishment of the Homosassa River Manatee Protection Zone.

Division Approval: *Prepared by Management & Budget* Date:

Department/Office Approval: *Prepared by Management & Budget* Date:

Management & Budget Approval: cpratt Date: 5.19.2

Board Approval:

Attachment: Budget Transfer (20395 : Memorandum of Agreement with FWC)

General Fund - Reserve for Contingency Addendum
FY 2021/2022
9999-60050

Beginning Balance		714,355
Approved Transfers		
01/04/2022 Lifestream	(437,327)	
02/22/2022 Manatee Protection Zones	(17,805)	
03/08/2022 Fort Island Beach Mats	(12,700)	
04/13/2022 Fund Balance True Up	437,000	
05/10/2012 Forest Ridge Shelter Generator fuel	(10,000)	
06/14/2022 Protection Zone Ordinance Updates	(8,314)	
Available Balance		665,209

Attachment: Budget Transfer (20395 : Memorandum of Agreement with FWC)

AGENDA MEMORANDUM

FROM:	Colleen Scott, Management & Budget Director
SUBJECT:	Memorandum of Agreement with the Florida Commission for Transportation Disadvantaged
AGENDA DATE:	**June 14, 2022**

BRIEF OVERVIEW:

The attached Memorandum of Agreement has been generated by the Commission for the Transportation Disadvantaged for the State of Florida. This Memorandum of Agreement will authorize the continuance of Citrus County Transit as the Community Transportation Coordinator for Citrus County. Citrus County Transit will continue to be the overseer of all Transportation Disadvantaged connected grants and programs for which Citrus County is eligible.

BUDGET IMPACT/FUNDING SOURCE:

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

There is no budget impact.

RECOMMENDED ACTION:

Approve and authorize the Chairman to sign the Memorandum of Agreement between the Commission for Transportation Disadvantaged and Citrus County, Florida for the designation of Citrus County Transit as the Community Transportation Coordinator to plan, coordinate and implement the most cost effective Transportation Disadvantaged transit system as possible with all resources available through the Commission for Transportation Disadvantaged beginning 07/01/2022 and ending 06/30/2027.

Contract #_____

Effective: 7/1/2022 to 6/30/2027

STATE OF FLORIDA
COMMISSION FOR THE TRANSPORTATION DISADVANTAGED

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is between the COMMISSION FOR THE TRANSPORTATION DISADVANTAGED, hereby referred to as the "Commission," and

Citrus County, Florida

1300 S. Lecanto Hwy, Lecanto FL 34461

the COMMUNITY TRANSPORTATION COORDINATOR, designated pursuant to Chapter 427, F.S., to serve the transportation disadvantaged for the community that includes the entire area of

Citrus county(ies), and hereafter referred to as the "Coordinator."

This Agreement is made in consideration of the mutual benefits to both parties; said consideration acknowledged hereto by the parties as good and valuable consideration.

The Parties Agree:

I. The Coordinator Shall:

A. Become and remain totally apprised of all of the Transportation Disadvantaged resources available or planned in their designated service area. This knowledge will be used to plan, coordinate, and implement the most cost effective transportation disadvantaged transit system possible under the economic and other conditions that exist in the designated service area.

B. Plan and work with Community Transportation Coordinators in adjacent and other areas of the state to coordinate the provision of community trips that might be handled at a lower overall cost to the community by another Coordinator. This includes honoring any Commission-approved statewide certification program that allows for intercounty transportation opportunities.

C. Arrange for all services in accordance with Chapter 427, Florida Statutes, and Rule 41-2, FAC, and as further required by the Commission and the local Coordinating Board approved Transportation Disadvantaged Service Plan.

D. Return any acquired profits or surplus funds originating through the course of business as the Coordinator that are beyond the amounts(s) specifically identified and approved in the accompanying Transportation Disadvantaged Service Plan. Such profits or funds shall be returned to the Coordinator's transportation system or to any subsequent Coordinator, as a total transportation system subsidy, to be applied to the immediate following operational year. The Coordinator will include similar language in all coordination contracts to assure that transportation disadvantaged related revenues are put back into transportation disadvantaged services.

Attachment: Citrus County LCB Chair Signed CTC MOA (20399 : Memorandum of Agreement with the Florida Commission for Transportation

E. Accomplish this Project by:

1. Developing a Transportation Disadvantaged Service Plan for approval by the local Coordinating Board and the Commission. Coordinators who are newly designated to a particular service area shall submit a local Coordinating Board approved Transportation Disadvantaged Service Plan, within 120 calendar days following the execution of the Coordinator's initial memorandum of agreement with the Commission, for approval by the Commission. All subsequent Transportation Disadvantaged Service Plans shall be submitted and approved with the corresponding memorandum of agreement. The approved Transportation Disadvantaged Service Plan will be implemented and monitored to provide for community-wide transportation services for purchase by non-sponsored transportation disadvantaged persons, contracting social service agencies, and other entities that use local, state, or federal government funds for the purchase of transportation for the transportation disadvantaged.

2. Maximizing the use of available public school transportation resources and public fixed route or fixed schedule transit services and assuring that private or public transit, paratransit operators, and school boards have been afforded a fair opportunity to participate to the maximum extent feasible in the planning process and in the development of the provisions of the Transportation Disadvantaged Service Plan for the transportation disadvantaged.

3. Providing or arranging 24-hour, 7-day per week transportation disadvantaged service as required in the designated service area by any Federal, State or Local Government agency sponsoring such services. The provision of said services shall be furnished in accordance with the prior notification requirements identified in the local Coordinating Board and Commission approved Transportation Disadvantaged Service Plan.

4. Complying with all local, state, and federal laws and regulations that apply to the provision of transportation disadvantaged services.

5. Submitting to the Commission an Annual Operating Report detailing demographic, operational, and financial data regarding coordination activities in the designated service area. The report shall be prepared on forms provided by the Commission and according to the instructions of said forms.

F. Comply with Audit and Record Keeping Requirements by:

1. Utilizing the Commission recognized Chart of Accounts defined in the *Transportation Accounting Consortium Model Uniform Accounting System for Rural and Specialized Transportation Providers* (uniform accounting system) for all transportation disadvantaged accounting and reporting purposes. Community Transportation Coordinators with existing and equivalent accounting systems are not required to adopt the Chart of Accounts in lieu of their existing Chart of Accounts but shall prepare all reports, invoices, and fiscal documents relating to the transportation disadvantaged functions and activities using the chart of accounts and accounting definitions as outlined in the above referenced manual.

Attachment: Citrus County LCB Chair Signed CTC MOA (20399 : Memorandum of Agreement with the Florida Commission for Transportation

2. Assuming the responsibility of invoicing for any transportation services arranged, unless otherwise stipulated by a purchase of service contract or coordination contract.

3. Maintaining and filing with the Commission, local Coordinating Board, and all purchasing agencies/entities such progress, fiscal, inventory, and other reports as those entities may require during the period of this Agreement.

4. Providing copies of finance and compliance audits to the Commission and local Coordinating Board as requested by the Commission or local Coordinating Board.

G. Retain all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for a period of five (5) years after termination of this Agreement. If an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings. The Coordinator shall assure that these records shall be subject to inspection, review, or audit at all reasonable times by persons duly authorized by the Commission or this Agreement. They shall have full access to and the right to examine any of the said records and documents during the retention period.

H. Comply with Safety Requirements by:

1. Complying with Section 341.061, F.S., and Rule 14-90, FAC, concerning System Safety; or complying with Chapter 234.051, F.S., regarding school bus safety requirements for those services provided through a school board; and

2. Assuring compliance with local, state, and federal laws, and Commission policies relating to drug testing. Conduct drug and alcohol testing for safety sensitive job positions within the coordinated system regarding pre-employment, randomization, post-accident, and reasonable suspicion as required by the Federal Highway Administration and the Federal Transit Administration.

I. Comply with Commission insurance requirements by maintaining at least minimum liability insurance coverage in the amount of $200,000 for any one person and $300,000 per occurrence at all times during the existence of this Agreement for all transportation services purchased or provided for the transportation disadvantaged through the Community Transportation Coordinator. Upon the execution of this Agreement, the Coordinator shall add the Commission as an additional **named insured** to all insurance policies covering vehicles transporting the transportation disadvantaged. In the event of any cancellation or changes in the limits of liability in the insurance policy, the insurance agent or broker shall notify the Commission. The Coordinator shall insure that contracting transportation operators and coordination contractors also maintain the same minimum liability insurance, or an equal governmental insurance program. Insurance coverage in excess of $I million per occurrence must be approved by the Commission and the local Coordinating Board before inclusion in the Transportation Disadvantaged Service Plan or in the justification of rates and fare structures. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida and written verification of insurance protection in accordance with Section 768.28, Florida Statutes, shall be provided to the Commission upon request.

Attachment: Citrus County LCB Chair Signed CTC MOA (20399 : Memorandum of Agreement with the Florida Commission for Transportation

J. Safeguard information by not using or disclosing any information concerning a user of services under this Agreement for any purpose not in conformity with the local, state and federal regulations (45 CFR, Part 205.50), except upon order of a court, written consent of the recipient, or his/her responsible parent or guardian when authorized by law.

K. Protect Civil Rights by:

1. Complying with state and federal laws including but not limited to laws regarding discrimination on the basis of sex, race, religion, age, disability, sexual orientation, or national origin. The Coordinator gives this assurance in consideration of and for the purpose of obtaining federal grants, loans, contracts (except contracts of insurance or guaranty), property, discounts, or other federal financial assistance to programs or activities receiving or benefiting from federal financial assistance and agreeing to complete a Civil Rights Compliance Questionnaire if so requested by the Commission.

2. Agreeing that compliance with this assurance constitutes a condition of continued receipt of or benefit from federal financial assistance, and that it is binding upon the Coordinator, its successors, subcontractors, transferee, and assignees for the period during which such assistance is provided. Assure that all operators, subcontractors, subgrantee, or others with whom the Coordinator arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards. In the event of failure to comply, the Coordinator agrees that the Commission may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, to include assistance being terminated and further assistance being denied.

L. To the extent allowed by Section 768.28, Florida Statutes, and only to the monetary and other limitations contained therein, indemnify and hold harmless the Commission and all of the Commission's members, officers, agents, and employees; purchasing agency/entity officers, agents, and employees; and the local, state, and federal governments from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the Coordinator during the performance of this Agreement, whether direct or indirect, and whether to any person or property to which the Commission or said parties may be subject, except that neither the Coordinator nor any of its sub-contractors 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 Commission or any of its members, officers, agents or employees; purchasing agency/entity, officers, agents, and employees; and local, state, or federal governments. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency/entity or Coordinator to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency/entity or political subdivision of the State of Florida or the federal government to be sued by third parties in any matter arising out of any Agreement or contract. Notwithstanding the foregoing, pursuant to Section 768.28, Florida Statutes, no agency or subdivision of the state shall be required to indemnify, insure, or assume any liability for the Commission's negligence.

Attachment: Citrus County LCB Chair Signed CTC MOA (20399 : Memorandum of Agreement with the Florida Commission for Transportation

M. Comply with standards and performance requirements of the Commission, the local Coordinating Board approved Transportation Disadvantaged Service Plan, and any purchase of service contracting agencies/entities. Failure to meet the requirements or obligations set forth in this MOA, and performance requirements established and monitored by the local Coordinating Board in the approved Transportation Disadvantaged Service Plan, shall be due cause for non-payment of reimbursement invoices until such deficiencies have been addressed or corrected to the satisfaction of the Commission.

N. Comply with subcontracting requirements by executing or negotiating contracts for transportation services with Transportation Operators and Coordination Contractors, and assuring that the conditions of such contracts are maintained. The requirements of Part 1, Paragraph E.5. through M are to be included in all contracts, subcontracts, coordination contracts, and assignments made by the Coordinator for services under this Agreement. Said contracts, subcontracts, coordination contracts, and assignments will be reviewed and approved annually by the Coordinator and local Coordinating Board for conformance with the requirements of this Agreement.

O. Comply with the following requirements concerning drivers and vehicles:

1. Drivers for paratransit services, including coordination contractors, shall be required to announce and identify themselves by name and company in a manner that is conducive to communications with the specific passenger, upon pickup of each rider, group of riders, or representative, guardian, or associate of the rider, except in situations where the driver regularly transports the rider on a recurring basis. Each driver must have photo identification that is in view of the passenger. Name patches, inscriptions or badges that affix to driver clothing are acceptable. For transit services, the driver photo identification shall be in a conspicuous location in the vehicle.

2. The paratransit driver shall provide the passenger with boarding assistance, if necessary or requested, to the seating portion of the vehicle. The boarding assistance shall include opening the vehicle door, fastening the seat belt or utilization of wheelchair securement devices, storage of mobility assistive devices, and closing the vehicle door. In certain paratransit service categories, the driver may also be required to open and close doors to buildings, except in situations in which assistance in opening/closing building doors would not be safe for passengers remaining on the vehicle. Assisted access must be in a dignified manner. Drivers may not assist wheelchair up or down more than one step, unless it can be performed safely as determined by the passenger, guardian, and driver.

3. All vehicles shall be equipped with two-way communications in good working order and be audible to the driver at all times to the base.

4. All vehicles providing service within the coordinated system, shall have working air conditioners and heaters in each vehicle. Vehicles that do not have a working air conditioner or heater will be scheduled for repair or replacement as soon as possible.

Attachment: Citrus County LCB Chair Signed CTC MOA (20399 : Memorandum of Agreement with the Florida Commission for Transportation

P. Comply with other requirements as follows:

1. Transport an escort of a passenger and dependent children as locally negotiated and identified in the local Transportation Disadvantaged Service Plan.

2. Determine locally in the Transportation Disadvantaged Service Plan, the use, responsibility, and cost of child restraint devices.

3. Transport with the passenger at no additional charge, passenger property that can be carried by the passenger and/or driver in one trip and can be safely stowed on the vehicle. Additional requirements may be negotiated for carrying and loading rider property beyond this amount. Passenger property does not include wheelchairs, child seats, stretchers, secured oxygen, personal assistive devices, or intravenous devices.

4. Provide shelter, security, and safety of passengers at vehicle transfer points.

5. Post a local or other toll-free number for complaints or grievances inside each vehicle. The local complaint process shall be outlined as a section in the local Transportation Disadvantaged Service Plan including advising the dissatisfied person about the Commission's Ombudsman Program as a step within the process as approved by the local Coordinating Board.

6. Provide out-of-service-area trips, when determined locally and approved by the local Coordinating Board, except in instances where local ordinances prohibit such trips.

7. Keep interior of all vehicles free from dirt, grime, oil, trash, torn upholstery, damaged or broken seats, protruding metal or other objects or materials which could soil items placed in the vehicle or provide discomfort for the passenger.

8. Determine locally by the local Coordinating Board and provide in the local Transportation Disadvantaged Service Plan the billing requirements of the Community Transportation Coordinator. All bills shall be paid to subcontractors within 7 calendar days after receipt of said payment by the Coordinator, in accordance with Section 287.0585, Florida Statutes.

9. Maintain or have access to a passenger/trip database on each rider being transported within the system.

10. Provide each rider and escort, child, or personal care attendant adequate seating for paratransit services. No more passengers than the registered passenger seating capacity shall be scheduled or transported in a vehicle at any time. For transit services provided by transit vehicles, adequate seating or standing space will be provided to each rider and escort, child, or personal care attendant, and no more passengers than the registered passenger seating or standing capacity shall be scheduled or transported in a vehicle at any time.

11. First Aid shall be determined locally and provided in the local Transportation Disadvantaged Service Plan.

Attachment: Citrus County LCB Chair Signed CTC MOA (20399 : Memorandum of Agreement with the Florida Commission for Transportation

12. Cardiopulmonary Resuscitation shall be determined locally and provided in the local Transportation Disadvantaged Service Plan.

II. The Commission Shall:

A. Recognize the Coordinator as the entity described in Section 427.011(5), Florida Statutes, and Rule 41-2.002(4), F.A.C.

B. Attempt to insure that all entities with transportation disadvantaged funds will purchase transportation disadvantaged services through the Coordinator's system.

III. The Coordinator and the Commission Further Agree:

A. Nothing in this Agreement shall require the Commission to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable state law. If any of the provisions of this Agreement is found by a court of law to violate any applicable state law, the purchasing agency/entity will at once notify the Commission in writing in order that appropriate changes and modifications may be made by the Commission and the Coordinator to the end that the Coordinator may proceed as soon as possible with the provision of transportation services.

B. If any part or provision of this Agreement is held invalid, the remainder of this Agreement shall be binding on the parties hereto.

C. Termination Conditions:

1. Termination at Will - This Agreement may be terminated by either party upon no less than thirty (30) days notice, without cause. Said notice shall be delivered by certified mail, return receipt required, or in person with proof of delivery.

2. Termination for Breach - Unless the Coordinator's breach is waived by the Commission in writing, the Commission may, by written notice to the Coordinator, terminate this Agreement upon no less than twenty-four (24) hours notice. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Waiver by the Commission of breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement, and shall not act as a waiver or estoppel to enforcement of any provision of this Agreement. The provisions herein do not limit the Commission's right to remedies at law or to damages.

D. This agreement will expire unless an extension is granted to the Coordinator in writing by the Commission, in accordance with Chapter 287, Florida Statutes.

E. Renegotiations or Modifications of this Agreement shall only be valid when they have been reduced to writing, duly approved by the Commission, and signed by both parties hereto.

Attachment: Citrus County LCB Chair Signed CTC MOA (20399 : Memorandum of Agreement with the Florida Commission for Transportation

F. Notice and Contact:

The name and address of the contract manager for the Commission for this Agreement is: **Executive Director, 605 Suwannee Street, MS-49, Tallahassee, FL 32399-0450**. The representative/position of the Coordinator responsible for administration of the program under this Agreement is:

Joanne Granger, Director, Citrus County Transit

1300 S. Lecanto Hwy., Lecanto FL 34461

In the event that either party designates different representatives after execution of this Agreement, notice of the name and address of the new representative will be rendered in writing to the other party and said notification attached to originals of this Agreement.

This document has been reviewed in its entirety and approved by the local Coordinating Board at its official meeting held on May 12, 2022.

Ruthie Davis Schlabach Ruthie Davis Schlabach

Coordinating Board Chairperson

WITNESS WHEREOF, the parties hereto have caused these presents to be executed.

COMMUNITY TRANSPORTATION COORDINATOR:

Citrus County, Florida
Agency Name

Ronald E. Kitchen, Jr.
Typed Name of Authorized Individual

Signature:_____

Title: Chairman

STATE OF FLORIDA, COMMISSION FOR THE TRANSPORTATION DISADVANTAGED:

_____
Typed Name of Authorized Individual

Signature:_____

Title: Executive Director

Rev. 04/02/12

Attachment: Citrus County LCB Chair Signed CTC MOA (20399 : Memorandum of Agreement with the Florida Commission for Transportation

AGENDA MEMORANDUM

FROM:	Colleen Scott, Management & Budget Director
SUBJECT:	Coordination Contract With Key Training Center
AGENDA DATE:	**June 14, 2022**

BRIEF OVERVIEW:

This 5310 transit program is intended to enhance the mobility for seniors and persons with disabilities by providing funds for programs to serve the special needs of transit-dependent populations beyond traditional public transportation services and Americans with Disabilities Act (ADA) complementary paratransit services.

In order to receive 5310 funding from the Florida Department of Transportation (FDOT), Citrus County Association of Retarded Citizens, Inc. DBA Key Training Center is required to have an updated coordination agreement with the local Community Transportation Coordinator (CTC). Citrus County Transit is the designated local CTC for Citrus County. This contract is effective on July 1, 2022 and is for a period of 5 years.

BUDGET IMPACT/FUNDING SOURCE:

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

There is no budget impact.

RECOMMENDED ACTION:

Approve and authorize the Chairman to execute the Transportation Coordination Contract between Citrus County, Florida and the Citrus County Association of Retarded Citizens, DBA Key Training Center.

AGREEMENT TO PROVIDE TRANSPORTATION COORDINATION SERVICES FOR HANDICAPPED TRANPORTATION DISADVANTAGED CITIZENS OF CITRUS COUNTY, FLORIDA

This Agreement is made and entered into this ___ day of _____, 2022, by and between Citrus County, Florida, a political subdivision of the state of Florida, hereafter known as the "Community Transportation Coordinator" and Citrus County Association of Retarded Citizens, Inc. DBA Key Training Center, 5499 W. Gulf to Lake Highway, Lecanto, FL 34461 hereafter known as the "Coordinating Contractor".

WHEREAS, pursuant to Chapter 427, Florida Statues, a Transportation Disadvantaged Program was created to provide transportation for persons who, because of physical or mental disability, income status or age, are unable to transport themselves or purchase transportation, and to fulfill their need for transportation the Hernando Citrus Metropolitan Planning Organization (the "MPO") as official planning agency in cooperation with the State of Florida Commission for the Transportation Disadvantaged designated Citrus County as the Community Transportation Coordinator;

WHEREAS, the Community Transportation Coordinator is required under Rule 41-2, Florida Administrative Code (F.A.C.) to enter into a coordination contract with those agencies who receive transportation disadvantaged funds and who, from a total system approach, can perform more effectively their own transportation;

WHEREAS, the Community Transportation Coordinator believes it is in the best public interest for Coordinating Contractor to provide such services; and

NOW, THERFORE, in consideration of the mutual covenants, and representations herein, the parties agree as follows:

1. TERM: The term of this Agreement is for (5) five years beginning on the date the contract is executed by both parties and ending June 30, 2027.

2. SERVICES PROVIDED: Community Transportation Coordinator authorizes the Coordination Contractor to apply for and receive Section 5310 funding from the Florida Department of Transportation for the purchase of vehicles for the provision of transportation services to the handicapped transportation disadvantaged citizens of Citrus County.

3. COMPLIANCE: Coordinating Contractor will comply with those safety requirements as required by Rule 14-90.010 and 14-55 of the Florida Administrative Code, maintain and supply to the Coordinator those records required by the "Quarterly Coordination Provider Information" report and ensure that vehicles purchased with Section 5310 funding are acquired through the Florida Department of Transportation.

4. INDEMNIFICATION: To the extent permitted by law, and notwithstanding any other provision of this Agreement to the contrary, Coordinating Contractor shall indemnify, save and hold harmless County and all its officers, agents or employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any nature whatsoever, including defense costs and fees, caused by the intentional or negligent act of, or omission of, Coordinating 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 Coordinating Contractor nor any of its agents will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of County or any of its officers, agents or employees. In the event any lawsuit or other proceeding is brought against County by reason of any such claim, cause of action or demand, Coordinating Contractor shall, upon written notice from County, resist and defend such lawsuit or proceeding by counsel satisfactory to County or, at County's option, pay for an attorney selected by County to defend County. This indemnification includes attorney's fees and all costs of litigation including appellate attorney's fees and costs as well as any judgments. The parties agree that this clause shall not waive the benefits or provisions of Section 768.28, Florida Statutes, or any similar provision of law. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by County, any sums due Coordinating Contractor under this Agreement may be retained by County until all of County's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by County.

Attachment: CCARC - Key Training Center Agreement - Key signed Updated (20398 : Coordination Contract With Key Training Center)

5. MINIMUM INSURANCE REQUIREMENTS: Coordinating 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 Coordinating Contractor, his agents, representatives, employees or subcontractors. 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 Coordinating 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 Coordinating Contractor under this contract.

   a. COMMERCIAL GENERAL LIABILITY

      i. Coordinating Contractor must obtain an occurrence form policy in limits not less than $1,000,000 each occurrence, $1,000,000 products / completed operations each occurrence, $1,000,000 personal and advertising injury liability, $50,000 fire damage liability and $5,000 medical expense.

   b. AUTOMOBILE LIABILITY

      i. Coordinating 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 Coordinating Contractor does not own vehicles, Coordinating 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.

   c. WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

      i. Coordinating 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.

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

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

   d. PROFESSIONAL LIABILITY and/or ERRORS AND OMISSIONS LIABILITY

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

   e. OTHER INSURANCE PROVISIONS

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

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

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

iv. 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.

v. 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.

vi. Coordinating 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 Coordinating Contractor's insurance and shall be non-contributory.

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

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

ix. It is Coordinating Contractor's responsibility to insure that all subcontractors comply with these insurance requirements. Coordinating Contractors shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

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

xi. All Certificates must show that Coordinating Contractor's policies have been endorsed per the requirements.

xii. Once ALL paperwork is completed and received by County, an email will be sent to Coordinating Contractor requesting online registration with myCOI. It is critical that County is provided with an accurate email address. The cost to register is $19.95 and a credit/debit card will be needed. Part of the registration process includes providing contact information for Coordinating 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. Coordinating 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 Coordinating Contractor's agent(s).

6. EMPLOYEE SCREENING: Coordinating Contractor agrees to comply with Executive Order No. 12989 as amended, and Executive Order No. 11-02. Coordinating Contractor 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 all

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persons employed by Coordinating Contractor during the contract term. Pursuant to Section 429.919, F.S., Coordinating Contractor's employees and personnel shall require level 2 background screening.

7. INSPECTOR GENERAL: Coordinating Contractor agrees to comply with the Inspector General in any investigation, audit, inspection, review or hearing performed pursuant to Section 20.055, Florida Statutes.

8. MODIFICATIONS OF AGREEMENT: Modifications of provisions of this Agreement shall only be valid when they have been reduced to writing and duly signed by both parties.

9. PUBLIC RECORDS: Coordinating Contractor will keep and maintain public records required by County to perform the service. Upon request from County's custodian of public records, Coordinating Contractor will provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statues, or as otherwise provided by law. Coordinating 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 Coordinating Contractor does not transfer the records to County. Upon completion of the Agreement, Coordinating Contractor will transfer, at no cost, to County all public records in possession of Coordinating Contractor or keep and maintain public records required by County to perform the service. If Coordinating Contractor transfers all public records to County upon completion of the Agreement, Coordinating Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Coordinating Contractor keeps and maintains public records upon completion of the Agreement, Coordinating Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County, upon request from County's custodian of public records, in a format that is compatible with the information technology system of County. If Coordinating Contractor does not comply with County's request for public records, County shall enforce the contract provisions in accordance with the contract and may terminate the contract.

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

10. COMPLIANCE WITH LAWS: Coordinating 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, or veteran's status. Violation of such laws shall be grounds for termination of the Agreement.

11. DEBARMENT: Coordinating Contractor certifies to the best of their knowledge and belief, that they and their principals

    a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any State or Federal department or agency.

    b. 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

    c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2 of this certification,

    d. 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

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e. Will advise County immediately if their status changes and will provide an explanation for the change in status.

12. DOCUMENTATION: All documents produced as a result of the provision of the Services covered under the Agreement shall be the property of County at the completion of the Services. Copies of these documents are not to be sold or distributed to third parties without the written consent of County. Coordinating Contractor will be required to retain a copy of these documents for a minimum of three (3) years from completion of the Agreement. All documents, papers, letters, e-mails or other material made or received by Coordinating Contractor in conjunction with the Agreement, unless exempt from Section 24(a) of Article I of the Florida Constitution and Section 119.07(1) of the Florida Statutes, shall be made available for public access. Coordinating Contractor should consult an attorney as to their duties under the records and information laws (Section 257.36 of the Florida Statutes) and public records laws (Chapter 119 of the Florida Statutes) of the State of Florida. Significant judicial sanctions can be imposed for violation of these Statutes. Should Coordinating Contractor refuse to allow such access, County has the unilateral right to cancel the Agreement.

13. DRUG FREE WORKPLACE: Coordinating Contractor certifies that they have in place a Drug-Free Workplace Program in accordance with the Drug-Free Workplace Act of 1988 (41 U.S.C. 702-706).

14. EMPLOYEES, SUBCONTRACTORS AND AGENTS: All Coordinating 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, Coordinating Contractor shall furnish a copy of certification or other proof of qualification. All employees, subcontractors, and agents of Coordinating Contractor must comply with all security and administrative requirements of County. County may conduct, and Coordinating Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, and agent of Coordinating Contractor. County may refuse access to, or require replacement of, any of Coordinating 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 Coordinating 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 Coordinating Contractor's employees, subcontractors, or agents. County shall have the right to review and approve any subcontractor used by Coordinating Contractor. Coordinating 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 Coordinating 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.

15. EQUAL EMPLOYMENT OPPORTUNITY: Coordinating 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. Coordinating Contractor shall furnish pertinent information regarding their own employment policies and practices as well as those of their proposed sub-consultants and 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-consultant or subcontractor hired by Coordinating Contractor. All Equal Employment Opportunity requirements shall be included in all non-exempt sub-contracts entered into by Coordinating Contractor. Sub-contracts entered into by Coordinating Contractor shall also include all other applicable labor provisions. No sub-contract shall be awarded to any non-complying sub-consultant or subcontractor. Additionally, Coordinating Contractor shall insert in each of their sub-contracts a clause requiring their sub-consultants and subcontractors to include these provisions in any lower tier sub-contracts that may in turn be made. Coordinating Contractor shall comply with all state laws and local ordinances, except that any preferential consideration of local in-state sub-consultants or subcontractors is NOT allowed.

16. 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,

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existing or future, which is beyond the reasonable control, and not a result of the fault or negligence of, the affected party (a "Force Majeure Event"). If a party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such party shall immediately provide notice to the other party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include, but not be limited to acts of civil or military authority (including courts or regulatory agencies), act of God (excluding normal or seasonal weather conditions), war, riot, or insurrection, inability to obtain required permits or licenses, hurricanes and severe floods.

17. IMMIGRATION AND NATIONALIZATION ACT: 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 Coordinating Contractor knowingly employs unauthorized aliens.

18. INSPECTION: County reserves the right to inspect the Services provided by Coordinating Contractor, whether partially or fully completed, at any time, as deemed appropriate by County for the purpose of ensuring Coordinating Contractor's performance under the Agreement. Such inspections performed by County, shall not be construed as a final approval of Coordinating Contractor's Service, and shall not relieve Coordinating Contractor from their obligations under the Agreement. County reserves the right to inspect, at any reasonable time with prior notice, Coordinating Contractor's facilities to assess conformity of the provision of the Services with the Agreement requirements.

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

20. NON-COLLUSION: Coordinating Contractor being duly sworn, solemnly swears (or affirms) that neither they, 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 any response or contract, and that Coordinating Contractor intends to do the work with its own bona fide employees or sub-consultants or subcontractors and has not provided a response for the benefit of another consultant. Furthermore, Coordinating Contractor certifies that its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to submitting a response on any public contract.

21. PROHIBITED INTERESTS: Coordinating Contractor, and its sub-consultants and 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 Coordinating Contractor or its sub-consultants or subcontractors, during its tenure, or for two years thereafter, has any interest, direct or indirect. Coordinating Contractor, and its sub-consultants and subcontractors at any tier, shall insert the following provision into each of their contracts and sub-contracts:

22. PROTECTION OF PERSONS: Coordinating Contractor will be responsible for the safety of its employees and the employees of its subcontractors, during the provision of the Services. Coordinating 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. Coordinating Contractor shall report promptly to County any accident or unusual occurrence during performance of the Services, including personal injury or death to any Coordinating Contractor employee, subcontractor employee or any member of the public, or any damage to any of County's property, the Project Site, or adjacent property

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

Attachment: CCARC - Key Training Center Agreement - Key signed Updated (20398 : Coordination Contract With Key Training Center)

23. 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 perform work as a Coordinating Contractor, supplier, subcontractor, or consultant under an Agreement with an public entity, and may not transact business with a public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for a Category Two, for a period of thirty-six months from the date of being placed on the convicted vendor list.

24. SCHEDULES, REPORTS AND RECORDS: Coordinating 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 Coordinating Contractor's books and records relating to the Agreement, when deemed appropriate by County. All schedules, reports and records of Coordinating Contractor, as they relate to the Agreement, shall be retained by Coordinating Contractor for a period of three (3) years from the date of final payment under the Agreement

25. TERMINATION: This Agreement may be terminated by either party, with or without cause, by giving a minimum thirty (30) days written notice to the other party via certified mail.

26. 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.

Attachment: CCARC - Key Training Center Agreement - Key signed Updated (20398 : Coordination Contract With Key Training Center)

IN WITNESS WHEREOF, this Agreement is accepted by parties as of the date noted below:

Amanda Weaver
Signature of Witness (1)

Amanda Weaver
Printed Name if Witness (1)

Kate Lynn Walker
Signature of Witness (2)

Kate Lynn Walker
Printed Name if Witness (2)

Citrus County Association of Retarded Citizens, Inc. dba Key Training Center

By: Melissa Walker
MELISSA WALKER, EXECUTIVE DIRECTOR

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Melissa Walker of Citrus County Assoc. for Ret. C. Inc who is personally known to me or who has produced Florida DL as identification.

WITNESS my hand and official deal this 27 day of MAY, 2022.

Leo J Doucette
NOTARY PUBLIC
Printed Name: Leo J. Doucette
Commission No.:
Expiration Date:

LEO J. DOUCETTE
MY COMMISSION # GG 983447
EXPIRES: May 10, 2024
Bonded Thru Notary Public Underwriters

Citrus County, Florida

By: _____
Ronald E. Kitchen, Jr., Chairman

Date: _____

Attest:

_____
Angela Vick, Clerk

Attachment: CCARC - Key Training Center Agreement - Key signed Updated (20398 : Coordination Contract With Key Training Center)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/3/2022

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
Wallace Welch & Willingham, Inc.
300 1st Ave. So., 5th Floor
Saint Petersburg FL 33701

CONTACT NAME: Certificates/Commercial Lines
PHONE (A/C, No, Ext): 727-522-7777 FAX (A/C, No): 727-521-2902
E-MAIL ADDRESS: certificates@w3ins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Star Insurance Company	18023
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED CITRCOU-01
Citrus County Association for Retarded Citizens
Inc. dba Key Training Center
5399 West Gulf to Lake Hwy
Lecanto FL 34461

COVERAGES CERTIFICATE NUMBER: 1623457034 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y	FITWC341032022	6/1/2022	6/1/2023	X PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N ☐	N / A					E.L. EACH ACCIDENT	$ 2,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Continued Named Insureds: Key Center Foundation; Key Center Homes; Key Light Homes; Key Manor Apartments; Key Vista Apartments

A Waiver of Subrogation in favor of Citrus County, Florida applies to Workers Compensation if required by written contract.

CERTIFICATE HOLDER

Citrus County, Florida
3600 W Sovereign Path
Suite 180
Lecanto, FL 34461

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Attachment: CCARC - Key Training Insurace 2022 (20398 : Coordination Contract With Key Training Center)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/19/2022

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 Lassiter-Ware Insurance 1300 N. Westshore Blvd Suite 110 Tampa FL 33607	CONTACT NAME: Lorri Lawler PHONE (A/C, No, Ext): (800) 845-8437 FAX (A/C, No): (888) 883-8680 E-MAIL ADDRESS: lorril@lassiterware.com
INSURED Citrus County Association for Retarded Citizens, Inc. 5399 W. Gulf to Lake Highway Lecanto FL 34461	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Florida Insurance Trust 27272 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: 22-23 FIT Master REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC [ ] OTHER:	Y		FITGL341032022	06/01/2022	06/01/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y		FITAU341032022	06/01/2022	06/01/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ NA			FITXS341032022	06/01/2022	06/01/2023	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
A	Professional Liability - Occurrence Abuse/Molestation Liability -Occurrence			FITGL341032022	06/01/2022	06/01/2023	Each Claim General Aggregatae	$1,000,000 $3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

All supporting endorsement(s) and policy form(s) attached, if any, comprise the Certificate of Liability Insurance in its entirety. Please review these endorsement(s) and policy form(s) as certain coverage provided by them may only apply when a written contract or agreement between the parties requires such coverage be provided.
Citrus County, Florida, a Political Subdivision of the State of Florida, its officials, employees and volunteers are included as additional insured under the terms and conditions of the General Liability and Auto Liability policies, only when additional insured status is required by written contract. The General Liability and Automobile Liability policies contain a blanket Waiver of Subrogation in favor of the additional insured providing the contract is executed prior to any loss. This insurance shall be primary and non-contributory.

CERTIFICATE HOLDER	CANCELLATION
Citrus County, Florida 3600 W. Sovereign Path Suite 180 Lecanto FL 34461	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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Attachment: CCARC - Key Training Insurace 2022 (20398 : Coordination Contract With Key Training Center)

AGENDA MEMORANDUM

FROM:	Mariselle Rodriguez, Community Services Director
SUBJECT:	Youth Athletic Organization Agreements - Soccer
AGENDA DATE:	**June 14, 2022**

BRIEF OVERVIEW:

Attached are the annual Youth Athletic Organization Agreements that stipulates the policies and procedures for use of County athletic facilities. These agreements are between Citrus United Soccer Club, Inc., Nature Coast Soccer Club, Inc., West Citrus United Soccer Club, Inc., and Citrus County, Florida for their 2022-2023 season.

BUDGET IMPACT/FUNDING SOURCE:

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

RECOMMENDED ACTION:

Approve and authorize the Chairman to execute the Youth Athletic Organization Agreements between Citrus County, Florida and Citrus United Soccer Club, Inc., Nature Coast Soccer Club, Inc., and West Citrus Soccer Club, Inc., for their 2022-2023 season.

YOUTH ATHLETIC ORGANIZATION AGREEMENT

This Agreement is made and entered into this _____ day of _____, 2022 by and between Citrus County, Florida, hereinafter referred to as "COUNTY" and the Nature Coast Soccer Club, Inc., a Florida not for profit corporation, hereinafter referred to as "CONTRACTOR", whose address is PO Box 445 Holder, Florida 34445.

W I T N E S S E T H:

WHEREAS, the parties desire to promote youth athletic programs for all Citrus County youths, and

WHEREAS, Contractor wishes to utilize COUNTY recreational facilities located in Citrus County, Florida, referred to hereinafter as "COUNTY PARKS" for its teams practice and/or games, and

WHEREAS, COUNTY will provide its park facilities for youth athletic programs, and

WHEREAS, COUNTY agrees to maintain facilities for youth organization use, and

WHEREAS, COUNTY recognizes and supports the public-private volunteer organization partnership for its benefits to the citizens of Citrus County, and

WHEREAS, COUNTY has no objection to the granting of said wishes upon the terms hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the parties agree as follows:

1. COUNTY agrees to allow CONTRACTOR to use the following facilities upon the terms and conditions contained herein:

Park Name	Field	Date Range	Days of Week	Time
Central Ridge District Park	2 & 3	August 1, 2022 – September 10, 2022	Monday-Friday Saturday	4:30PM – 9:00PM 8:00AM – 9:00PM
Central Ridge District Park	1,2,3	September 11, 2022 – March 26, 2023	Monday-Friday Saturday-Sunday	4:30PM – 9:00PM 8:00AM – 9:00PM
Beverly Hills Community Park	Multi-Purpose	September 12, 2022 – March 24, 2023	M, W, F	4:30PM - 8:30PM
Eugene Martin Park	Multi-Purpose	September 12, 2022 – March 24, 2023	Monday-Friday	4:30PM - 8:30PM
Wesley Jones Park	Multi-Purpose	September 12, 2022 – March 24, 2023	Monday-Friday	4:30PM - 8:30PM

Attachment: 2022-23 League Agreement- Nature Coast Soccer-Final (20467 : Youth Athletic Organization Agreements - Soccer)

Central Ridge District Park Fields 1, 2, and 3 will be closed on the following dates:

- November 21, 2022 – November 27, 2022
- December 26, 2022 - January 1, 2023
- March 27, 2023 – July 30, 2023

Additional facility usage requests are subject to review and approval by the Parks and Recreation Director. A Facility Usage Permit must be issued by Parks and Recreation before access will be granted.

A. Concessions**:**

Nature Coast Soccer Club, Inc., has exclusive use of the concessions stand at Central Ridge District Park, per Agreement dated August 1, 2022 – April 14, 2023.

B. League Registrations and Try Outs**:**

Issued via Park Facility Use Application process.

C. League Practice and Games at Central Ridge District Park, Beverly Hills Community Park, Eugene Martin Park, and Wesley Jones Park**:** August 1, 2022 through March 26, 2023, except for November 21, 2022 – November 27, 2022, December 26, 2022 - January 1, 2023, and March 27, 2023 – July 30, 2023.

League Tournaments and Clinics**:**

CONTRACTOR agrees to submit a Park Facility Use Application for all tournaments and clinics. The application is required to be submitted a minimum of thirty days (30) prior to the event. Furthermore, contractor shall provide up-to-date insurance to cover the event. Once approved, the COUNTY will issue a field usage permit. Official games and practices will not be allowed without an issued field usage permit. If maintenance is requested by the CONTRACTOR, there will be a $25.00 per man, per hour maintenance fee for any event requiring a Park Facility Use Application. The CONTRACTOR may not sublet any facility out to another organization. The Grounds Maintenance manager will make all staffing decisions regarding maintenance requests.

D. Joint Cooperation**:**

Nature Coast Soccer Club, Inc., agrees to work in conjunction with all other leagues, as necessary.

2. The CONTRACTOR agrees that all COUNTY ordinances and park rules are to be followed during activities taking place in the COUNTY recreational facilities. COUNTY Code Chapter 74, Article II specifies usage guidelines for certain activities in COUNTY park facilities. These items include: advertising and soliciting, alcoholic beverages, animals, rubbish, park hours, public safety, and permits. Administrative Regulation 12.03-6 addresses general park rules such as parking, vehicle access, ground fires, usage, etc., and shall also be followed during all

Attachment: 2022-23 League Agreement- Nature Coast Soccer-Final (20467 : Youth Athletic Organization Agreements - Soccer)

activities. Copies of both documents will be included in the contract package for further clarification.

3. In the event the facilities permitted for use, or any part thereof, are destroyed or damaged by fire, or any other casualty or unforeseen event occurs which renders the fulfillment of this Agreement impossible, then this Agreement shall terminate immediately and all obligations of the parties hereunder shall cease.

4. The CONTRACTOR, in exercising any of the rights or privileges herein granted to it, shall not discriminate on the basis of race, color, sex, religion, or national origin or permit discrimination against any person or group of persons in any manner prohibited by law.

5. The CONTRACTOR must provide qualified managers and coaches for each team, who will supervise and instruct their players in the art of youth athletics, plus the fundamentals of good sportsmanship.

6. CONTRACTOR agrees to provide the total number of registered participants, game and practice schedules to the COUNTY'S Parks and Recreation office no later than two weeks (14 days) before the activity begins. Game and practice schedules will be the sole responsibility of the CONTRACTOR. CONTRACTOR understands that official games or scheduled practices may not take place until schedules have been submitted to, and approved by the COUNTY. The CONTRACTOR must submit requests in writing for all CONTRACTOR'S registrations within 72 hours of events.

7. COUNTY agrees to review submitted schedules within two working days. COUNTY will issue a field usage permit immediately upon approval. If there is a conflict with other youth athletic organizations, which cannot be resolved by the said organizations, the COUNTY will make a final determination.

8. COUNTY agrees to furnish keys for the lights and concession stands, when staff is not available and only after:

a) A written request is submitted.

b) Sign out of keys by the CONTRACTOR'S authorized representative.

c) CONTRACTOR agrees not to duplicate the keys. If additional keys are needed, COUNTY agrees to furnish keys at no charge.

d) COUNTY agrees to issue keys immediately upon approval.

e) CONTRACTOR agrees to pay a $35.00 fee, per lock, for lost, misplaced, or keys otherwise not returned.

f) CONTRACTOR agrees to return all keys to Parks and Recreation at the conclusion of the season.

Attachment: 2022-23 League Agreement- Nature Coast Soccer-Final (20467 : Youth Athletic Organization Agreements - Soccer)

At the conclusion of the season, the COUNTY reserves the right to replace any or all keys issued.

9. CONTRACTOR further agrees that the concession stand will be operated in a proper and business-like manner. The concession stand's usage will meet any and all statutes, regulations, local ordinances, health rules and regulations of Citrus County and the State of Florida. CONTRACTOR agrees that the concession stand is to be staffed by Adults. Children and minors are not allowed to work or be in the concession stand during hours of operation. CONTRACTOR'S use of the concession stand is limited to the official league season. All perishable items owned by CONTRACTOR must be removed immediately upon the league's conclusion. An inspection will be conducted by the COUNTY with the CONTRACTOR two weeks prior to start of contract date and no later than two weeks following end of official league season. CONTRACTOR agrees to continuously police grounds and dugouts for litter resulting from their use and operation of the concession stand. The COUNTY reserves the right to lease the County Concession Building to other agencies. CONTRACTOR will be asked to remove all League property from concession and storage areas if COUNTY has the ability to lease the space. CONTRACTOR may not sublet concession stand for purposes other than original intent, without written approval from the COUNTY. Outdoor gas grill use must follow Citrus County Fire Administration guidelines. Propane tanks are not to be stored inside the concession stand or storage where regularly occupied. Outdoor grills must be at least fifty (50) feet from any building or structure when in operation in the park. Requests to use portable concessions are subject to review and approval by the Parks and Recreation Director and Risk Manager. Such requests must be submitted in writing. When using vendors other than Nature Coast Soccer Club, Inc., the following must be included:

a) Name of vendor
b) Copies of applicable licenses and permits
c) Breakdown of revenue distribution
d) Copies of insurance

10. COUNTY agrees, at its own expense and discretion, to maintain fields in accordance with the approved schedules. At no time shall CONTRACTOR seek outside assistance for the repair or maintenance of the facilities without COUNTY approval. All repairs and maintenance shall be performed by the COUNTY. The COUNTY reserves the right to close the facilities for emergency maintenance (i.e., weed or pest control, mechanical failure) or for any purpose that the COUNTY, in its sole discretion, deems necessary to protect the public health, safety, or welfare.

Attachment: 2022-23 League Agreement- Nature Coast Soccer-Final (20467 : Youth Athletic Organization Agreements - Soccer)

11. CONTRACTOR shall indemnify, save and hold harmless COUNTY and all its officers, agents or employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any nature whatsoever, including defense costs and fees, caused by intentional or negligent act of, or omission of, CONTRACTOR, its subcontractors, agents or employees or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. Neither CONTRACTOR nor any of its agents will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the COUNTY or any of its officers, agents or employees. In the event any lawsuit or other proceeding is brought against COUNTY by reason of any such claim, cause of action or demand, CONTRACTOR shall, upon written notice from COUNTY, resist and defend such lawsuit or proceeding by counsel satisfactory to COUNTY or, at COUNTY's option, pay for an attorney selected by COUNTY to defend COUNTY. This indemnification includes attorney's fees and all costs of litigation including appellate attorney's fees and costs as well as any judgments. The Parties agree that this clause shall not waive the benefits or provisions of section 768.28, Florida Statutes, or any similar provision of law. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by COUNTY, any sums due CONTRACTOR under this Agreement may be retained by COUNTY until all of COUNTY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by COUNTY.

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

A. <u>COMMERCIAL GENERAL LIABILITY:</u>

Attachment: 2022-23 League Agreement- Nature Coast Soccer-Final (20467 : Youth Athletic Organization Agreements - Soccer)

CONTRACTOR must obtain an occurrence form policy in limits not less than $1,000,000 each occurrence, $1,000,000 products / completed operations each occurrence, $1,000,000 personal and advertising injury liability, $50,000 fire damage liability and $5,000 medical expense.

B. OTHER INSURANCE PROVISIONS

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

2) The project's proposal number should be noted on the certificate.

3) The CONTRACTOR has sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. For deductible or self-insured amounts that exceed $10,000, the CONTRACTOR shall maintain a Commercial Surety Bond or Letter of Credit in an amount equal to said deductible or self-insured retention.

4) All required insurance policies must be maintained until the contract work has been accepted by the County. In addition, a minimum 30-day notification clause is required if any changes in policy language occur, or in the event the policy is canceled.

5) Citrus County, Florida, a political subdivision of the State of Florida, its officials, employees and volunteers are to be **covered as an Additional Insured on all policies** except Workers Compensation. The coverage shall contain no special limitation on the scope of protection afforded to the County, its officials, employees or volunteers.

6) The CONTRACTOR'S insurance coverage shall be primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of CONTRACTOR'S insurance and shall be non-contributory.

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

Attachment: 2022-23 League Agreement- Nature Coast Soccer-Final (20467 : Youth Athletic Organization Agreements - Soccer)

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

9) It is the CONTRACTOR'S responsibility to insure that all subcontractors comply with these insurance requirements. CONTRACTORS shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

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

11) CONTRACTOR must obtain a Participant Accident policy in an amount not less than $25,000 covering injuries to players due to activities at COUNTY facilities.

12) All Certificates must show that the CONTRACTOR'S policies have been endorsed per the requirements.

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

13. CONTRACTOR agrees to provide a current list of the organization officers and daytime contact phone numbers. A designated person is required to be a liaison for the organization in regards to field use (i.e., field coordinator). The Parks and Recreation office will supply a list of contact persons. This list must be furnished with League schedules prior to the issuance of any field permits.

14. CONTRACTOR will keep and maintain public records required by the COUNTY to perform the service. Upon request from the COUNTY's custodian of public records, CONTRACTOR will provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statues, or as otherwise provided by law. CONTRACTOR will ensure that the public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term

Attachment: 2022-23 League Agreement- Nature Coast Soccer-Final (20467 : Youth Athletic Organization Agreements - Soccer)

of the Agreement and following completion of the Agreement if CONTRACTOR does not transfer the records to the COUNTY. Upon completion of the Agreement, CONTRACTOR will transfer, at no cost, to the COUNTY all public records in possession of the CONTRACTOR or keep and maintain public records required by COUNTY to perform the service. If CONTRACTOR transfers all public records to COUNTY upon completion of the Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY's custodian of public records, in a format that is compatible with the information technology system of the COUNTY. If CONTRACTOR does not comply with the COUNTY's request for public records, the COUNTY shall enforce the contract provisions in accordance with the contract and may terminate this Agreement.

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

15. The CONTRACTOR agrees to immediately notify the Parks and Recreation office of any canceled game, rain outs excluded. Failure to notify the Parks and Recreation office by 10:00 a.m. for weekday games, and 12:00 p.m. Friday for weekend games, will result in a $25.00 maintenance fee. The Parks and Recreation office must be notified (72) hours in advance, excluding holidays, of any scheduled make-up games to insure proper field preparations. Failure to promptly notify COUNTY of rescheduled games may result in COUNTY not being able to prepare fields by game time. Any game rescheduled by rain must be reported to the Parks and Recreation office (72) hours prior to the game.

Guidelines for official cancellations are:

a) Weather conditions (rain, lightning, wind, etc.)
b) Unsafe field conditions
c) Conditions that compromise player safety
d) Cancellations communicated to the COUNTY within the regulated time-frame

16. Any COUNTY programmed activity will take precedent in field usage. COUNTY reserves the right to alter the CONTRACTOR'S schedule(s), if so warranted. Notification of

Attachment: 2022-23 League Agreement- Nature Coast Soccer-Final (20467 : Youth Athletic Organization Agreements - Soccer)

change will be at least twenty four (24) hours prior to scheduled game time. Every reasonable effort will be made so as to avoid causing schedule changes.

17. The CONTRACTOR at all times shall adhere to the terms and conditions of the any existing Agreement(s) or any successor Agreement(s) thereto between the COUNTY and any approved vendor(s) as pertains to use of Central Ridge District Park, Beverly Hills Community Park, Eugene Martin Park, and Wesley Jones Park.

18. This Agreement contains the entire terms and conditions between the parties hereto and all previous negotiations leading thereto and it may be modified only by an agreement in writing by the CONTRACTOR and COUNTY.

19. The COUNTY is responsible for cancellation of games due to weather conditions before 3:30 p.m. After 3:30 p.m., the CONTRACTOR will be responsible for cancellation of games. COUNTY reserves the right to cancel any game at any time due to safety concerns.

20. The CONTRACTOR agrees to exit the playing field, dug outs, bleachers and picnic area when the first audible warning signal sounds from the Sferic Siren Alerting System. The system is designed to signal one long 15-second blast, which may be repeated, that indicates lightning is imminent and all persons should immediately take cover. The second signal will sound 3 short 5-second blasts indicating a reduced danger allowing play to resume. The Sferic Siren Alerting System is designed to help assess weather conditions with both audible as well as visual signals. It is the CONTRACTOR'S responsibility to ensure the playing field, dug outs, bleachers and picnic area, are clear until the all clear (3 short blasts) is given or the strobe light is no longer visible.

21. The CONTRACTOR agrees to mutual cooperation with all local youth athletic groups whose participants share common park facilities.

22. The term of this agreement shall be from August 1, 2022 through April 14, 2023. This Agreement may be terminated by either party upon thirty (30) days written notice to the non-terminating party. Furthermore, the COUNTY retains the right to terminate this Agreement upon the failure of the CONTRACTOR to adhere to any of the provisions contained herein, specifically including County Code Chapter 74, Article II and Administrative Regulation 12.03-6. This agreement will terminate and all field use will revert back to the COUNTY after the official League is over.

23. The CONTRACTOR agrees to remove all of the league's equipment, including soccer goals, benches, and signage from County property within (24) hours after the specified date range for each field is no longer valid. The CONTRACTOR will be charged $25.00 per day for each day the equipment is not removed.

Attachment: 2022-23 League Agreement- Nature Coast Soccer-Final (20467 : Youth Athletic Organization Agreements - Soccer)

ATTEST: Citrus County, Florida

_____ By:_____
Angela Vick, Clerk Ronald E. Kitchen Jr., Chairman
Board of County Commissioners
of Citrus County, Florida

Nature Coast Soccer Club, Inc.

_____ _____
Authorized Representative Print Name & Title

STATE OF FLORIDA
COUNTY OF CITRUS

The foregoing instrument was acknowledged before me by means of __ physical presence or __ online notarization, this ___ day of _____, ____, by _____ as _____for _____who is ___ personally known to me or who has produced _____ as identification.

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

Attachment: 2022-23 League Agreement- Nature Coast Soccer-Final (20467 : Youth Athletic Organization Agreements - Soccer)

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 LIC #40558248 314-304-4894 Player's Health Cover USA Inc. Player's Health Cover USA Inc. 718 Washington Ave North #402 Minneapolis, MN 55401 USA	CONTACT NAME: Chris Pesigan PHONE (A/C, No, Ext): 3143044894 FAX (A/C, No): E-MAIL ADDRESS: chris@playershealth.com
INSURED Florida Youth Soccer Association 2828 Lake Myrtle Park Rd Auburndale, FL 33823 USA	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Everest National Insurance Company INSURER B : Everest Indemnity Insurance Company c/o Mt INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 535105963 **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 Includes Athletic Part GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X		SI8GL01665-201	08/01/21	08/01/22	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1000000 $ 300000 $ 0 $ 1000000 $ 3000000 $ 1000000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			SI8GL01665-201	08/01/21	08/01/22	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1000000 $ $ $
A	X UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			SI8EX01394-201	08/01/21	08/01/22	EACH OCCURRENCE AGGREGATE	$ 5000000 $ 5000000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
B	Abuse and Molestation			SI8GL01666-201	08/01/21	08/01/22	Aggregate	2000000
B	Abuse and Molestation			SI8GL01666-201	08/01/21	08/01/22	Each Occurrence	1000000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Operations of the Florida Youth Soccer Assn, its teams, leagues & clubs. Coverage applies only to official, sanctioned and approved activities of FYSA. Certificate holder has automatic additional insured status when required direct written contract. This certificate is issued on behalf of: CNNCS Nature Coast Soccer Club, Central Ridge District Park, 6905 N Lecanto Hwy, Beverly Hills, FL.
***Waiver of subrogation is included if required by written contract per the attached endorsement
SUPERCEDES ALL PRIOR CERTIFICATES ISSUED.
*Sexual Abuse & Molestation is included under the Gen Liab Policy with limits of $1m each occurrence/$2m aggregate.

CERTIFICATE HOLDER

Citrus County, Florida

3600 W. Sovereign Path, Suite 180

Lecanto, FL 34461 USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Chris Pesigan

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Attachment: COI Nature Coast Soccer Expires- 08.01.2022 (20467 : Youth Athletic Organization Agreements - Soccer)

YOUTH ATHLETIC ORGANIZATION AGREEMENT

This Agreement is made and entered into this _____ day of _____, 2022 by and between Citrus County, Florida, hereinafter referred to as "COUNTY" and the Citrus United Soccer Club, Inc., a Florida not for profit corporation, hereinafter referred to as "CONTRACTOR", whose address is P.O. Box 146 Inverness, Florida, 34451.

W I T N E S S E T H:

WHEREAS, the parties desire to promote youth athletic programs for all Citrus County youths, and

WHEREAS, Contractor wishes to utilize COUNTY recreational facilities located in Citrus County, Florida, referred hereinafter as "COUNTY PARKS" for its teams practice and/or games, and

WHEREAS, COUNTY will provide its park facilities for youth athletic programs, and

WHEREAS, COUNTY agrees to maintain facilities for youth organization use, and

WHEREAS, COUNTY recognizes and supports the public-private volunteer organization partnership for its benefits to the citizens of Citrus County, and

WHEREAS, COUNTY has no objection to the granting of said wishes upon the terms hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the parties agree as follows:

1. COUNTY agrees to allow CONTRACTOR to use the following facilities upon the terms and conditions contained herein:

Park Name	Field	Date Range	Days of Week	Time
Holden Park	Multi-Purpose	August 1, 2022 – March 24, 2023	Monday – Friday	4:30PM – 8:30PM
Holden Park	1,2,3,4,5	August 1, 2022 – March 26, 2023	Monday – Friday Saturday - Sunday	4:30PM – 8:30PM 8:00AM – 5:00PM
Eden Park	Open Space	August 1, 2022 – March 24, 2023	Monday – Friday	4:30PM – 8:30PM
Lakes Region Library	Open Space	August 1, 2022 – March 24, 2023	Monday – Friday	4:30PM – 8:30PM
Lecanto Community Park	Multi-Purpose	November 8, 2022 – March 23, 2023	Tuesday, Thursday	6:00PM – 8:30PM

Attachment: 2022-23 League Agreement - Citrus United Soccer - Final (20467 : Youth Athletic Organization Agreements - Soccer)

Holden Park Fields 1, 2, 3, 4, 5, will be closed on the following dates:

- November 21, 2022 – November 27, 2022
- December 26, 2022 - January 1, 2023
- March 27, 2023 – July 30, 2023

Additional facility usage requests are subject to review and approval by the Parks and Recreation Director. A Facility Usage Permit must be issued by Parks and Recreation before access will be granted.

A. Concessions**:**

Citrus United Soccer Club, Inc., has exclusive use of the concessions stand at Holden Park, per Agreement dated July 25, 2022 – April 14, 2023.

B. League Registrations and Try Outs**:**

Issued via Park Facility Use Application process.

C. League Practice and Games at Holden Park**:** August 1, 2022 through March 26, 2023, except for November 21, 2022 – November 27, 2022, December 26, 2022 - January 1, 2023, and March 27, 2023 – July 30, 2023.

League Tournaments and Clinics**:**

CONTRACTOR agrees to submit a Park Facility Use Application for all tournaments and clinics. The application is required to be submitted a minimum of thirty days prior to the event. Furthermore, contractor shall provide up-to-date insurance to cover the event. Once approved, the COUNTY will issue a field usage permit. Official games and practices will not be allowed without an issued field usage permit. If maintenance is requested by the CONTRACTOR, there will be a $25.00 per man, per hour maintenance fee for any event requiring a Park Facility Use Application. The CONTRACTOR may not sublet any facility out to another organization. The Grounds Maintenance manager will make all staffing decisions regarding maintenance requests.

D. Joint Cooperation**:**

Citrus United Soccer Club agrees to work in conjunction with all other leagues, as necessary.

2. The CONTRACTOR agrees that all COUNTY ordinances and park rules are to be followed during activities taking place in the COUNTY recreational facilities. COUNTY Code Chapter 74, Article II specifies usage guidelines for certain activities in COUNTY park facilities. These items include: advertising and soliciting, alcoholic beverages, animals, rubbish, park hours, public safety, and permits. Administrative Regulation 12.03-6 addresses general park rules such as parking, vehicle access, ground fires, usage, etc., and shall also be followed during all

Attachment: 2022-23 League Agreement - Citrus United Soccer - Final (20467 : Youth Athletic Organization Agreements - Soccer)

activities. Copies of both documents will be included in the contract package for further clarification.

3. In the event the facilities permitted for use, or any part thereof, are destroyed or damaged by fire, or any other casualty or unforeseen event occurs which renders the fulfillment of this Agreement impossible, then this Agreement shall terminate immediately and all obligations of the parties hereunder shall cease.

4. The CONTRACTOR, in exercising any of the rights or privileges herein granted to it, shall not discriminate on the basis of race, color, sex, religion, or national origin or permit discrimination against any person or group of persons in any manner prohibited by law.

5. The CONTRACTOR must provide qualified managers and coaches for each team, who will supervise and instruct their players in the art of youth athletics, plus the fundamentals of good sportsmanship.

6. CONTRACTOR agrees to provide the total number of registered participants, game and practice schedules to the COUNTY'S Parks and Recreation office no later than two weeks (14 days) before the activity begins. Game and practice schedules will be the sole responsibility of the CONTRACTOR. CONTRACTOR understands that official games or scheduled practices may not take place until schedules have been submitted to, and approved by the COUNTY. The CONTRACTOR must submit requests in writing for all CONTRACTOR'S registrations within 72 hours of events.

7. COUNTY agrees to review submitted schedules within two working days. COUNTY will issue a field usage permit immediately upon approval. If there is a conflict with other youth athletic organizations, which cannot be resolved by the said organizations, the COUNTY will make a final determination.

8. COUNTY agrees to furnish keys for the lights and concession stands, when staff is not available and only after:

a) A written request is submitted.

b) Sign out of keys by the CONTRACTOR'S authorized representative.

c) CONTRACTOR agrees not to duplicate the keys. If additional keys are needed, COUNTY agrees to furnish keys at no charge.

d) COUNTY agrees to issue keys immediately upon approval.

e) CONTRACTOR agrees to pay a $35.00 fee, per lock, for lost, misplaced, or keys otherwise not returned.

f) CONTRACTOR agrees to return all keys to Parks and Recreation at the conclusion of the season.

Attachment: 2022-23 League Agreement - Citrus United Soccer - Final (20467 : Youth Athletic Organization Agreements - Soccer)

At the conclusion of the season, the COUNTY reserves the right to replace any or all keys issued.

9. CONTRACTOR further agrees that the concession stand will be operated in a proper and business-like manner. The concession stand's usage will meet any and all statutes, regulations, local ordinances, health rules and regulations of Citrus County and the State of Florida. CONTRACTOR agrees that the concession stand is to be staffed by Adults. Children and minors are not allowed to work or be in the concession stand during hours of operation. CONTRACTOR'S use of the concession stand is limited to the official league season. All perishable items owned by CONTRACTOR must be removed immediately upon the league's conclusion. An inspection will be conducted by the COUNTY with the CONTRACTOR two weeks prior to start of contract date and no later than two weeks following end of official league season. CONTRACTOR agrees to continuously police grounds and dugouts for litter resulting from their use and operation of the concession stand. The COUNTY reserves the right to lease the County Concession Building to other agencies. CONTRACTOR will be asked to remove all League property from concession and storage areas if COUNTY leases the space. CONTRACTOR may not sublet concession stand for purposes other than original intent, without written approval from the COUNTY. Outdoor gas grill use must follow Citrus County Fire Administration guidelines. Propane tanks are not to be stored inside the concession stand or storage area when occupied. When in use, outdoor grills must be at least fifty (50) feet from any building or structure. Requests to use portable concessions are subject to review and approval by the Parks and Recreation Director and Risk Manager. Such requests must be submitted in writing. When using vendors other than Citrus United Soccer Club, Inc., the following must be included:

a) Name of vendor
b) Copies of applicable licenses and permits
c) Breakdown of revenue distribution
d) Copies of insurance

10. COUNTY agrees, at its own expense and discretion, to maintain fields in accordance with the approved schedules. At no time shall CONTRACTOR seek outside assistance for the repair or maintenance of the facilities without COUNTY approval. All repairs and maintenance shall be performed by the COUNTY. The COUNTY reserves the right to close the facilities for emergency maintenance (i.e., weed or pest control, mechanical failure) or for any purpose that the COUNTY, in its sole discretion, deems necessary to protect the public health, safety, or welfare.

11. CONTRACTOR shall indemnify, save and hold harmless COUNTY and all its officers, agents or employees from and against any and all causes of action, demands, claims, losses,

Attachment: 2022-23 League Agreement - Citrus United Soccer - Final (20467 : Youth Athletic Organization Agreements - Soccer)

liabilities and expenditures of any nature whatsoever, including defense costs and fees, caused by intentional or negligent act of, or omission of, CONTRACTOR, its subcontractors, agents or employees or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. Neither CONTRACTOR nor any of its agents will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the COUNTY or any of its officers, agents or employees. In the event any lawsuit or other proceeding is brought against COUNTY by reason of any such claim, cause of action or demand, CONTRACTOR shall, upon written notice from COUNTY, resist and defend such lawsuit or proceeding by counsel satisfactory to COUNTY or, at COUNTY's option, pay for an attorney selected by COUNTY to defend COUNTY. This indemnification includes attorney's fees and all costs of litigation including appellate attorney's fees and costs as well as any judgments. The Parties agree that this clause shall not waive the benefits or provisions of section 768.28, Florida Statutes, or any similar provision of law. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by COUNTY, any sums due CONTRACTOR under this Agreement may be retained by COUNTY until all of COUNTY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by COUNTY.

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

A. <u>COMMERCIAL GENERAL LIABILITY:</u>

CONTRACTOR must obtain an occurrence form policy in limits not less than $1,000,000 each occurrence, $1,000,000 products / completed operations each occurrence, $1,000,000 personal and advertising injury liability, $50,000 fire damage liability and $5,000 medical expense.

Attachment: 2022-23 League Agreement - Citrus United Soccer - Final (20467 : Youth Athletic Organization Agreements - Soccer)

B. OTHER INSURANCE PROVISIONS

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

2) The project's proposal number should be noted on the certificate.

3) The CONTRACTOR has sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. For deductible or self-insured amounts that exceed $10,000, the CONTRACTOR shall maintain a Commercial Surety Bond or Letter of Credit in an amount equal to said deductible or self-insured retention.

4) All required insurance policies must be maintained until the contract work has been accepted by the County. In addition, a minimum 30-day notification clause is required if any changes in policy language occur, or in the event the policy is canceled.

5) Citrus County, Florida, a political subdivision of the State of Florida, its officials, employees and volunteers are to be **covered as an Additional Insured on all policies** except Workers Compensation. The coverage shall contain no special limitation on the scope of protection afforded to the County, its officials, employees or volunteers.

6) The CONTRACTOR'S insurance coverage shall be primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of CONTRACTOR'S insurance and shall be non-contributory.

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

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: 2022-23 League Agreement - Citrus United Soccer - Final (20467 : Youth Athletic Organization Agreements - Soccer)

9) It is the CONTRACTOR'S responsibility to ensure that all subcontractors comply with these insurance requirements. CONTRACTORS shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

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

11) CONTRACTOR must obtain a Participant Accident policy in an amount not less than $25,000 covering injuries to players due to activities at COUNTY facilities.

12) All Certificates must show that the CONTRACTOR'S policies have been endorsed per the requirements.

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

13. CONTRACTOR agrees to provide a current list of the organization officers and daytime contact phone numbers. A designated person is required to be a liaison for the organization in regards to field use (i.e., field coordinator). The Parks and Recreation office will supply a list of contact persons. This list must be furnished with League schedules prior to the issuance of any field permits.

14. CONTRACTOR will keep and maintain public records required by the COUNTY to perform the service. Upon request from the COUNTY's custodian of public records, CONTRACTOR will provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statues, or as otherwise provided by law. CONTRACTOR will ensure that the public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term 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

Attachment: 2022-23 League Agreement - Citrus United Soccer - Final (20467 : Youth Athletic Organization Agreements - Soccer)

no cost, to the COUNTY all public records in possession of the CONTRACTOR or keep and maintain public records required by COUNTY to perform the service. If CONTRACTOR transfers all public records to COUNTY upon completion of the Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY's custodian of public records, in a format that is compatible with the information technology system of the COUNTY. If CONTRACTOR does not comply with the COUNTY's request for public records, the COUNTY shall enforce the contract provisions in accordance with the contract and may terminate this Agreement.

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

15. The CONTRACTOR agrees to immediately notify the Parks and Recreation office of any canceled game, rain outs excluded. Failure to notify the Parks and Recreation office by 10:00 a.m. for weekday games, and 12:00 p.m. Friday for weekend games, will result in a $25.00 maintenance fee. The Parks and Recreation office must be notified (72) hours in advance, excluding holidays, of any scheduled make-up games to insure proper field preparations. Failure to promptly notify COUNTY of rescheduled games may result in COUNTY not being able to prepare fields by game time. Any game rescheduled by rain must be reported to the Parks and Recreation office (72) hours prior to the game.

Guidelines for official cancellations are:

a) Weather conditions (rain, lightning, wind, etc.)

b) Unsafe field conditions

c) Conditions that compromise player safety

d) Cancellations communicated to the COUNTY within the regulated time-frame

16. Any COUNTY programmed activity will take precedent in field usage. COUNTY reserves the right to alter the CONTRACTOR'S schedule(s), if so warranted. Notification of change will be at least twenty four (24) hours prior to scheduled game time. Every reasonable effort will be made so as to avoid causing schedule changes.

Attachment: 2022-23 League Agreement - Citrus United Soccer - Final (20467 : Youth Athletic Organization Agreements - Soccer)

17. The CONTRACTOR at all times shall adhere to the terms and conditions of the any existing Agreement(s) or any successor Agreement(s) thereto between the COUNTY and any approved vendor(s) as pertains to use of Holden Park, Eden Park, Lakes Region Library, and Lecanto Community Park.

18. This Agreement contains the entire terms and conditions between the parties hereto and all previous negotiations leading thereto and it may be modified only by an agreement in writing by the CONTRACTOR and COUNTY.

19. The COUNTY is responsible for cancellation of games due to weather conditions before 3:30 p.m. After 3:30 p.m., the CONTRACTOR will be responsible for cancellation of games. COUNTY reserves the right to cancel any game at any time due to safety concerns.

20. The CONTRACTOR agrees to exit the playing field, dug outs, bleachers and picnic area when the first audible warning signal sounds from the Sferic Siren Alerting System. The system is designed to signal one long 15-second blast, which may be repeated, that indicates lightning is imminent and all persons should immediately take cover. The second signal will sound 3 short 5-second blasts indicating a reduced danger allowing play to resume. The Sferic Siren Alerting System is designed to help assess weather conditions with both audible as well as visual signals. It is the CONTRACTOR'S responsibility to ensure the playing field, dug outs, bleachers and picnic area, are clear until the all clear (3 short blasts) is given or the strobe light is no longer visible.

21. The CONTRACTOR agrees to mutual cooperation with all local youth athletic groups whose participants share common park facilities.

22. The term of this agreement shall be from July 25, 2022 through April 15, 2023. This Agreement may be terminated by either party upon thirty (30) days written notice to the non-terminating party. Furthermore, the COUNTY retains the right to terminate this Agreement upon the failure of the CONTRACTOR to adhere to any of the provisions contained herein, specifically including County Code Chapter 74, Article II and Administrative Regulation 12.03-6. This agreement will terminate and all field use will revert back to the COUNTY after the official League is over.

23. The CONTRACTOR agrees to remove all of the league's equipment, including soccer goals, benches, and signage from County property within (24) hours after the specified date range for each field is no longer valid. The CONTRACTOR will be charged $25.00 per day for each day the equipment is not removed.

Attachment: 2022-23 League Agreement - Citrus United Soccer - Final (20467 : Youth Athletic Organization Agreements - Soccer)

ATTEST:

Citrus County, Florida

_____
Angela Vick, Clerk

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

Citrus United Soccer Club, Inc.

_____
Authorized Representative

_____
Print Name & Title

STATE OF FLORIDA
COUNTY OF CITRUS

The foregoing instrument was acknowledged before me by means of __ physical presence or __ online notarization, this ___ day of _____, ____, by _____ as _____ for _____who is _____ personally known to me or who has produced _____ as identification.

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

Attachment: 2022-23 League Agreement - Citrus United Soccer - Final (20467 : Youth Athletic Organization Agreements - Soccer)

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 LIC #40558248 314-304-4894 Player's Health Cover USA Inc. Player's Health Cover USA Inc. 718 Washington Ave North #402 Minneapolis, MN 55401 USA	CONTACT NAME: Chris Pesigan PHONE (A/C, No, Ext): 3143044894 FAX (A/C, No): E-MAIL ADDRESS: chris@playershealth.com
INSURED Florida Youth Soccer Association 2828 Lake Myrtle Park Rd Auburndale, FL 33823 USA	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Everest National Insurance Company INSURER B : Everest Indemnity Insurance Company c/o Mt INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 535105735 **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	X		SI8GL01665-201	08/01/21	08/01/22	EACH OCCURRENCE	$ 1000000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300000
	X Includes Athletic Part						MED EXP (Any one person)	$ 0
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 1000000
	X POLICY PRO-JECT LOC						GENERAL AGGREGATE	$ 3000000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 1000000
								$
A	AUTOMOBILE LIABILITY			SI8GL01665-201	08/01/21	08/01/22	COMBINED SINGLE LIMIT (Ea accident)	$ 1000000
	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	UMBRELLA LIAB X OCCUR			SI8EX01394-201	08/01/21	08/01/22	EACH OCCURRENCE	$ 5000000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5000000
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	Abuse and Molestation			SI8GL01666-201	08/01/21	08/01/22	Aggregate	2000000
B	Abuse and Molestation			SI8GL01666-201	08/01/21	08/01/22	Each Occurrence	1000000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Operations of the Florida Youth Soccer Assn, its teams, leagues & clubs. Coverage applies only to official, sanctioned and approved activities of FYSA. Certificate holder has automatic additional insured status when required direct written contract. This certificate is issued on behalf of: CNCUS CITRUS UNITED
HOLDEN PARK - 4229 S. RAINBOW DRIVE INVERNESS FL 34452
CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA IS ADDITIONAL INSURED
SUPERCEDES ALL PRIOR CERTIFICATES ISSUED.
*Sexual Abuse & Molestation is included under the Gen Liab Policy with limits of $1m each occurrence/$2m aggregate.

CERTIFICATE HOLDER

Citrus County, Florida, A Political Subdivision of the State of Florida

3800 W. Sovereign Path Suite 180

Lecanto, FL 34461 USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Chris Pesigan

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Attachment: COI 08.01.2022 (1) (20467 : Youth Athletic Organization Agreements - Soccer)

YOUTH ATHLETIC ORGANIZATION AGREEMENT

This Agreement is made and entered into this _____ day of _____, 2022, by and between Citrus County, Florida, hereinafter referred to as "COUNTY" and West Citrus Soccer Club, Inc., a Florida not for profit corporation, hereinafter referred to as "CONTRACTOR", whose address is P.O. Box 975 Homosassa Springs, Florida 34447.

W I T N E S S E T H:

WHEREAS, the parties desire to promote youth athletic programs for all Citrus County youths, and

WHEREAS, Contractor wishes to utilize COUNTY recreational facilities located in Citrus County, Florida, referred to hereinafter as "COUNTY PARKS" for its teams practice and/or games, and

WHEREAS, COUNTY will provide its park facilities for youth athletic programs, and

WHEREAS, COUNTY agrees to maintain facilities for youth organization use, and

WHEREAS, COUNTY recognizes and supports the public-private volunteer organization partnership for its benefits to the citizens of Citrus County, and

WHEREAS, COUNTY has no objection to the granting of said wishes upon the terms hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the parties agree as follows:

1. COUNTY agrees to allow CONTRACTOR to use the following facilities upon the terms and conditions contained herein:

Park Name	Field	Date Range	Days of Week	Time
Homosassa Area Recreation Park	Multi-Purpose	July 11, 2022 – May 8, 2023	Monday-Wednesday	4:30PM – 9:00PM
Homosassa Area Recreation Park	3	July 30, 2022 – September 18, 2022	Saturday-Sunday	8:00AM – 5:00PM
Homosassa Area Recreation Park	1,2,3,4,5,6	September 19, 2022 – March 26, 2023	Monday-Friday Saturday-Sunday	4:30PM – 9:00PM 8:00AM – 5:00PM
Lecanto Community Park	Drone Park	March 14, 2023 – July 27, 2023	Tuesday, Thursday	4:30PM - 8:30PM

Attachment: 2022-23 League Agreement- West Citrus Soccer-Final (20467 : Youth Athletic Organization Agreements - Soccer)

Homosassa Area Recreation Park Fields 1, 2, 3, 4, 5, 6 will be closed on the following dates:

- November 21, 2022 – November 27, 2022
- December 26, 2022 - January 1, 2023
- March 27, 2023 – July 30, 2023

Additional facility usage requests are subject to review and approval by the Parks and Recreation Director. A Facility Usage Permit must be issued by Parks and Recreation before access will be granted.

A. Concessions**:**

West Citrus Soccer Club, Inc., has exclusive use of the concessions stand at Homosassa Area Recreation Park, per Agreement dated July 11, 2022 – April 14, 2023.

B. League Registrations and Try Outs**:**

Issued via Park Facility Use Application process.

C. League Practice and Games at Homosassa Area Recreation Park:

July 11, 2022 through May 8, 2023, except for November 21, 2022 – November 27, 2022, December 26, 2022 - January 1, 2023, and March 27, 2023 – July 30, 2023.

League Tournaments and Clinics**:**

CONTRACTOR agrees to submit a Park Facility Use Application for all tournaments and clinics. The application is required to be submitted a minimum of thirty days (30) prior to the event. Furthermore, contractor shall provide up-to-date insurance to cover the event. Once approved, the COUNTY will issue a field usage permit. Official games and practices will not be allowed without an issued field usage permit. If maintenance is requested by the CONTRACTOR, there will be a $25.00 per man, per hour maintenance fee for any event requiring a Park Facility Use Application. The CONTRACTOR may not sublet any facility out to another organization. The Grounds Maintenance manager will make all staffing decisions regarding maintenance requests.

D. Joint Cooperation**:**

West Citrus Soccer Club, Inc., agrees to work in conjunction with all other leagues, as necessary.

2. The CONTRACTOR agrees that all COUNTY ordinances and park rules are to be followed during activities taking place in the COUNTY recreational facilities. COUNTY Code Chapter 74, Article II specifies usage guidelines for certain activities in COUNTY park facilities. These items include: advertising and soliciting, alcoholic beverages, animals, rubbish, park hours, public safety, and permits. Administrative Regulation 12.03-6 addresses general park rules such as parking, vehicle access, ground fires, usage, etc., and shall also be followed during all

Attachment: 2022-23 League Agreement- West Citrus Soccer-Final (20467 : Youth Athletic Organization Agreements - Soccer)

activities. Copies of both documents will be included in the contract package for further clarification.

3. In the event the facilities permitted for use, or any part thereof, are destroyed or damaged by fire, or any other casualty or unforeseen event occurs which renders the fulfillment of this Agreement impossible, then this Agreement shall terminate immediately and all obligations of the parties hereunder shall cease.

4. The CONTRACTOR, in exercising any of the rights or privileges herein granted to it, shall not discriminate on the basis of race, color, sex, religion, or national origin or permit discrimination against any person or group of persons in any manner prohibited by law.

5. The CONTRACTOR must provide qualified managers and coaches for each team, that will supervise and instruct their players in the art of youth athletics, plus the fundamentals of good sportsmanship.

6. CONTRACTOR agrees to provide the total number of registered participants, game and practice schedules to the COUNTY'S Parks and Recreation office no later than two weeks (14 days) before the activity begins. Game and practice schedules will be the sole responsibility of the CONTRACTOR. CONTRACTOR understands that official games or scheduled practices may not take place until schedules have been submitted to, and approved by the COUNTY. The CONTRACTOR must submit requests in writing for all CONTRACTOR'S registrations within 72 hours of events.

7. COUNTY agrees to review submitted schedules within two working days. COUNTY will issue a field usage permit immediately upon approval. If there is a conflict with other youth athletic organizations, which cannot be resolved by the said organizations, the COUNTY will make a final determination.

8. COUNTY agrees to furnish keys for the lights and concession stands, when staff is not available and only after:

a) A written request is submitted.

b) Sign out of keys by the CONTRACTOR'S authorized representative.

c) CONTRACTOR agrees not to duplicate the keys. If additional keys are needed, COUNTY agrees to furnish keys at no charge.

d) COUNTY agrees to issue keys immediately upon approval.

e) CONTRACTOR agrees to pay a $35.00 fee, per lock, for lost, misplaced, or keys otherwise not returned.

f) CONTRACTOR agrees to return all keys to Parks and Recreation at the conclusion of the season.

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At the conclusion of the season, the COUNTY reserves the right to replace any or all keys issued.

9. CONTRACTOR further agrees that the concession stand will be operated in a proper and business-like manner. The concession stand's usage will meet any and all statutes, regulations, local ordinances, health rules and regulations of Citrus County and the State of Florida. CONTRACTOR agrees that the concession stand is to be staffed by Adults. Children and minors are not allowed to work or be in the concession stand during hours of operation. CONTRACTOR'S use of the concession stand is limited to the official league season. All perishable items owned by CONTRACTOR must be removed immediately upon the league's conclusion. An inspection will be conducted by the COUNTY with the CONTRACTOR two weeks prior to start of contract date and no later than two weeks following end of official league season. CONTRACTOR agrees to continuously police grounds and dugouts for litter resulting from their use and operation of the concession stand. The COUNTY reserves the right to lease the County Concession Building to other agencies. CONTRACTOR will be asked to remove all League property from concession and storage areas if COUNTY leases the space. CONTRACTOR may not sublet concession stand for purposes other than original intent, without written approval from the COUNTY. Outdoor gas grill use must follow Citrus County Fire Administration guidelines. Propane tanks are not to be stored inside the concession stand or storage area when occupied. When in use, outdoor grills must be at least fifty (50) feet from any building or structure. Requests to use portable concessions are subject to review and approval by the Parks and Recreation Director and Risk Manager. Such requests must be submitted in writing. When using vendors other than West Citrus Soccer Club, Inc., the following must be included:

a) Name of vendor
b) Copies of applicable licenses and permits
c) Breakdown of revenue distribution
d) Copies of insurance

10. COUNTY agrees, at its own expense and discretion, to maintain fields in accordance with the approved schedules. At no time shall CONTRACTOR seek outside assistance for the repair or maintenance of the facilities without COUNTY approval. All repairs and maintenance shall be performed by the COUNTY. The COUNTY reserves the right to close the facilities for emergency maintenance (i.e., weed or pest control, mechanical failure) or for any purpose that the COUNTY, in its sole discretion, deems necessary to protect the public health, safety, or welfare.

11. CONTRACTOR shall indemnify, save and hold harmless COUNTY and all its officers, agents or employees from and against any and all causes of action, demands, claims, losses,

Attachment: 2022-23 League Agreement- West Citrus Soccer-Final (20467 : Youth Athletic Organization Agreements - Soccer)

liabilities and expenditures of any nature whatsoever, including defense costs and fees, caused by intentional or negligent act of, or omission of, CONTRACTOR, its subcontractors, agents or employees or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. Neither CONTRACTOR nor any of its agents will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the COUNTY or any of its officers, agents or employees. In the event any lawsuit or other proceeding is brought against COUNTY by reason of any such claim, cause of action or demand, CONTRACTOR shall, upon written notice from COUNTY, resist and defend such lawsuit or proceeding by counsel satisfactory to COUNTY or, at COUNTY's option, pay for an attorney selected by COUNTY to defend COUNTY. This indemnification includes attorney's fees and all costs of litigation including appellate attorney's fees and costs as well as any judgments. The Parties agree that this clause shall not waive the benefits or provisions of section 768.28, Florida Statutes, or any similar provision of law. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by COUNTY, any sums due CONTRACTOR under this Agreement may be retained by COUNTY until all of COUNTY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by COUNTY.

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

A. <u>COMMERCIAL GENERAL LIABILITY:</u>

Attachment: 2022-23 League Agreement- West Citrus Soccer-Final (20467 : Youth Athletic Organization Agreements - Soccer)

CONTRACTOR must obtain an occurrence form policy in limits not less than $1,000,000 each occurrence, $1,000,000 products / completed operations each occurrence, $1,000,000 personal and advertising injury liability, $50,000 fire damage liability and $5,000 medical expense.

B. OTHER INSURANCE PROVISIONS

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

2) The project's proposal number should be noted on the certificate.

3) The CONTRACTOR has sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. For deductible or self-insured amounts that exceed $10,000, the CONTRACTOR shall maintain a Commercial Surety Bond or Letter of Credit in an amount equal to said deductible or self-insured retention.

4) All required insurance policies must be maintained until the contract work has been accepted by the County. In addition, a minimum 30-day notification clause is required if any changes in policy language occur, or in the event the policy is canceled.

5) Citrus County, Florida, a political subdivision of the State of Florida, its officials, employees and volunteers are to be **covered as an Additional Insured on all policies** except Workers Compensation. The coverage shall contain no special limitation on the scope of protection afforded to the County, its officials, employees or volunteers.

6) The CONTRACTOR'S insurance coverage shall be primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of CONTRACTOR'S insurance and shall be non-contributory.

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

Attachment: 2022-23 League Agreement- West Citrus Soccer-Final (20467 : Youth Athletic Organization Agreements - Soccer)

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

9) It is the CONTRACTOR'S responsibility to ensure that all subcontractors comply with these insurance requirements. CONTRACTORS shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

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

11) CONTRACTOR must obtain a Participant Accident policy in an amount not less than $25,000 covering injuries to players due to activities at COUNTY facilities.

12) All Certificates must show that the CONTRACTOR'S policies have been endorsed per the requirements.

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

13. CONTRACTOR agrees to provide a current list of the organization officers and daytime contact phone numbers. A designated person is required to be a liaison for the organization in regard to field use (i.e., field coordinator). The Parks and Recreation office will supply a list of contact persons. This list must be furnished with League schedules prior to the issuance of any field permits.

14. CONTRACTOR will keep and maintain public records required by the COUNTY to perform the service. Upon request from the COUNTY's custodian of public records, CONTRACTOR will provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statues, or as otherwise provided by law. CONTRACTOR will ensure that the public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term

Attachment: 2022-23 League Agreement- West Citrus Soccer-Final (20467 : Youth Athletic Organization Agreements - Soccer)

of the Agreement and following completion of the Agreement if CONTRACTOR does not transfer the records to the COUNTY. Upon completion of the Agreement, CONTRACTOR will transfer, at no cost, to the COUNTY all public records in possession of the CONTRACTOR or keep and maintain public records required by COUNTY to perform the service. If CONTRACTOR transfers all public records to COUNTY upon completion of the Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY's custodian of public records, in a format that is compatible with the information technology system of the COUNTY. If CONTRACTOR does not comply with the COUNTY's request for public records, the COUNTY shall enforce the contract provisions in accordance with the contract and may terminate this Agreement.

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

15. The CONTRACTOR agrees to immediately notify the Parks and Recreation office of any canceled game, rain outs excluded. Failure to notify the Parks and Recreation office by 10:00 a.m. for weekday games, and 12:00 p.m. Friday for weekend games, will result in a $25.00 maintenance fee. The Parks and Recreation office must be notified (72) hours in advance, excluding holidays, of any scheduled make-up games to insure proper field preparations. Failure to promptly notify COUNTY of rescheduled games may result in COUNTY not being able to prepare fields by game time. Any game rescheduled by rain must be reported to the Parks and Recreation office (72) hours prior to the game.

Guidelines for official cancellations are:

a) Weather conditions (rain, lightning, wind, etc.)
b) Unsafe field conditions
c) Conditions that compromise player safety
d) Cancellations communicated to the COUNTY within the regulated time-frame

16. Any COUNTY programmed activity will take precedent in field usage. COUNTY reserves the right to alter the CONTRACTOR'S schedule(s), if so warranted. Notification of

Attachment: 2022-23 League Agreement- West Citrus Soccer-Final (20467 : Youth Athletic Organization Agreements - Soccer)

change will be at least twenty four (24) hours prior to scheduled game time. Every reasonable effort will be made so as to avoid causing schedule changes.

17. The CONTRACTOR at all times shall adhere to the terms and conditions of the any existing Agreement(s) or any successor Agreement(s) thereto between the COUNTY and any approved vendor(s) as pertains to use of Homosassa Area Recreation Park.

18. This Agreement contains the entire terms and conditions between the parties hereto and all previous negotiations leading thereto and it may be modified only by an agreement in writing by the CONTRACTOR and COUNTY.

19. The COUNTY is responsible for cancellation of games due to weather conditions before 3:30 p.m. After 3:30 p.m., the CONTRACTOR will be responsible for cancellation of games. COUNTY reserves the right to cancel any game at any time due to safety concerns.

20. The CONTRACTOR agrees to exit the playing field, dug outs, bleachers and picnic area when the first audible warning signal sounds from the Sferic Siren Alerting System. The system is designed to signal one long 15-second blast, which may be repeated, that indicates lightning is imminent and all persons should immediately take cover. The second signal will sound 3 short 5-second blasts indicating a reduced danger allowing play to resume. The Sferic Siren Alerting System is designed to help assess weather conditions with both audible as well as visual signals. It is the CONTRACTOR'S responsibility to ensure the playing field, dug outs, bleachers and picnic area, are clear until the all clear (3 short blasts) is given or the strobe light is no longer visible.

21. The CONTRACTOR agrees to mutual cooperation with all local youth athletic groups whose participants share common park facilities.

22. The term of this agreement shall be from July 11, 2022 through May 8, 2023. This Agreement may be terminated by either party upon thirty (30) days written notice to the non-terminating party. Furthermore, the COUNTY retains the right to terminate this Agreement upon the failure of the CONTRACTOR to adhere to any of the provisions contained herein, specifically including County Code Chapter 74, Article II and Administrative Regulation 12.03-6. This agreement will terminate and all field use will revert back to the COUNTY after the official League is over.

23. The CONTRACTOR agrees to remove all of the league's equipment, including soccer goals, benches, and signage from County property within (24) hours after the specified date range for each field is no longer valid. The CONTRACTOR will be charged $25.00 per day for each day the equipment is not removed.

Attachment: 2022-23 League Agreement- West Citrus Soccer-Final (20467 : Youth Athletic Organization Agreements - Soccer)

ATTEST: Citrus County, Florida

_____ By:_____
Angela Vick, Clerk Ronald E. Kitchen, Jr. Chairman
Board of County Commissioners
of Citrus County, Florida

West Citrus Soccer Club, Inc.

_____ _____
Authorized Representative Print Name & Title

STATE OF FLORIDA
COUNTY OF CITRUS

The foregoing instrument was acknowledged before me by means of __ physical presence or __ online notarization, this ___ day of _____, ____, by _____ as _____for _____who is ___ personally known to me or who has produced _____ as identification.

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

Attachment: 2022-23 League Agreement- West Citrus Soccer-Final (20467 : Youth Athletic Organization Agreements - Soccer)

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 LIC #40558248 314-304-4894 Player's Health Cover USA Inc. Player's Health Cover USA Inc. 718 Washington Ave North #402 Minneapolis, MN 55401 USA	CONTACT NAME: Chris Pesigan PHONE (A/C, No. Ext): 3143044894 FAX (A/C, No): E-MAIL ADDRESS: chris@playershealth.com
INSURED Florida Youth Soccer Association 2828 Lake Myrtle Park Rd Auburndale, FL 33823 USA	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Everest National Insurance Company INSURER B : Everest Indemnity Insurance Company c/o Mt INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 535105823 **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 Includes Athletic Part GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	X		SI8GL01665-201	08/01/21	08/01/22	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1000000 $ 300000 $ 0 $ 1000000 $ 3000000 $ 1000000 $
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY 			SI8GL01665-201	08/01/21	08/01/22	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1000000 $ $ $ $
A	[ ] UMBRELLA LIAB [X] OCCUR X EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			SI8EX01394-201	08/01/21	08/01/22	EACH OCCURRENCE AGGREGATE 	$ 5000000 $ 5000000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
B	Abuse and Molestation			SI8GL01666-201	08/01/21	08/01/22	Aggregate	2000000
B	Abuse and Molestation			SI8GL01666-201	08/01/21	08/01/22	Each Occurrence	1000000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Operations of the Florida Youth Soccer Assn, its teams, leagues & clubs. Coverage applies only to official, sanctioned and approved activities of FYSA. Certificate holder has automatic additional insured status when required direct written contract. This certificate is issued on behalf of: CNWCS WEST CITRUS SOCCER CLUB HOMOSASSA AREA RECREATIONAL PARK - 4210 SOUTH GRANDMARCH AVE. HOMOSASSA FL 34446
***Waiver of subrogation is included if required by written contract per the attached endorsement
SUPERCEDES ALL PRIOR CERTIFICATES ISSUED.
*Sexual Abuse & Molestation is included under the Gen Liab Policy with limits of $1m each occurrence/$2m aggregate.

CERTIFICATE HOLDER

Citrus County, Florida, A Political Subdivision of the State of Florida

3800 W. Sovereign Path Suite 180

Lecanto, FL 34461 USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Chris Pesigan

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Attachment: COI 08.01.2022 (20467 : Youth Athletic Organization Agreements - Soccer)

AGENDA MEMORANDUM

FROM:	Charles R. Oliver, County Administrator
SUBJECT:	Approve Annexation of a Portion of KIngs Bay by the City of Crystal River
AGENDA DATE:	**June 14, 2022**

BRIEF OVERVIEW:

The Crystal River City Council on Monday May 7, 2022, approved a proposed interlocal agreement with Citrus County for the annexation of portions of Kings Bay. The County Attorney has reviewed this agreement, the Mayor of Crystal River has executed it.

The City of Crystal River in summary wants to annex the southern portion of the Bay as shown on the map in the agreement. This would provide for one uniform set of local rules across the Bay that deals with things such as long-term storage of boats in undesirable locations as well as general boating safety. The City may desire financial support from the County to enforce these higher standards, however, no such request has been made.

The agreement proposes several terms and conditions including the County continuing to permit the docks of upland county residents and the delegation of authority to establish anchoring restriction areas within city limits as provided for in SB 1946.

While uniform rules for King's Bay are desirable and will ensure consistency (e.g. the potential restriction or eliminate of mooring), this will probably require increased funding for enforcement either through the City or the Sheriff's budget.

BUDGET IMPACT/FUNDING SOURCE:

RECOMMENDED ACTION:

Approve Annexation of a portion of King's Bay by the City of Crystal River.

123 NW Highway 19
Crystal River, FL 34428
352-795-4216 P
352-795-6245 F
www.crystalriverfl.org

May 16, 2022

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

Re: Interlocal Agreement

Dear Randy,

On Monday May 9th, the Crystal River City Council approved a proposed interlocal agreement with the Citrus County BOCC for the annexation of portions of Kings Bay. Denise has reviewed this agreement, the Mayor has executed the attached three copies, and it is ready to take to your board for approval.

In summary, the city wishes to annex the southern portion of the Bay as depicted on the map in the agreement. This will provide for one uniform set of local rules across the Bay that deals with things such as long-term storage of boats in undesirable locations as well as general boating safety. The agreement proposes several terms and conditions including the County continuing to permit the docks of upland county residents and the delegation of authority to establish anchoring restriction areas within city limits as provided for in SB 1946.

Please place this item on your Board's agenda for approval.

Thank you,

Ken Frink
City Manager, City of Crystal River

cc: City Council
Rob Batsel, City Attorney

Attachment: Interlocal_Kings Bay Annexation_part exec (20393 : Approve Annexation of a Portion of Kings Bay by the City of Crystal River)

Attachment: Interlocal_Kings Bay Annexation_part exec (20393 : Approve Annexation of a Portion of Kings Bay by the City of Crystal River)

INTERLOCAL AGREEMENT CONCERNING CITY ANNEXATION OF KINGS BAY

THIS INTERLOCAL AGREEMENT CONCERNING CITY ANNEXATION OF KINGS BAY ("Agreement") made and entered into this ____ day of _____, 202___ ("Effective Date") by and between Citrus County, Florida, a political subdivision of the State of Florida ("County", and the City of Crystal River, Florida, a Florida municipal corporation ("City").

WHEREAS:

A. The City is a municipality located within the County.

B. The County is authorized by Section 125.01(1)(p), Florida Statutes, to "enter into agreements with other governmental agencies within or outside the boundaries of the county for the joint performance, or performance by one unit in behalf of the other, of any of either agency's authorized functions."

C. Section 163.01 Florida Statutes, authorizes the exercise be agreement between two or more public agencies. This Agreement is authorized by the provisions of Chapters 125, 163 and 166, Florida Statutes, and other applicable law.

D. The submerged lands commonly known as "King's Bay," as depicted on the attached **Exhibit A**, are currently divided by the City's municipal boundary.

E. Due to such boundary, the City retains jurisdiction over a portion of King's Bay while the County retains jurisdiction over the remainder of King's Bay (both subject to the concurrent rights and jurisdiction of the Florida Department of Envionmenal Protection, Division of Lands ("FDEP") and the United States Department of the Interior, Fish and Wildlife Service ("USFWS").

F. The City desires to annex that portion of King's Bay currently lying outside of its municipal boundary, more particularly described in the attached **Exhibit B** ("Annexed Territory"), in order to vest the City with sole jurisdiction over such lands (subject to the aforementioned concurrent rights and jurisdiction of FDEP AND USFWS), thereby providing for enforcement by one entity of a uniform code of ordinances throughout King's Bay.

G. FDEP and USFWS have provided written requests and approvals of the aforementioned voluntary annexation, including the statement of USFWS that "(t)he proposed annexation would benefit the local community by bringing most of Kings Bay under one jurisdiction."

H. The County consents to the annexation pursuant to the terms and conditions set forth herein.

I. The Parties hereto recognize and agree that it is desirable to enter into this Agreement for the mutual benefit of each party.

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

1. Recitals. The above recitals are true and correct and are hereby incorporated.

2. Annexation. The City shall initiate and diligently pursue the annexation of the Annexed Territory in a manner consistent with Florida law.

3. County Voluntary Consent. The County consents to the City's annexation described in paragraph 2 and waives any challenge that may otherwise be available under chapter 177, Florida Statutes.

4. Adjacent County Parcels. City hereby acknowledges that waterfront parcels located outside the City's municipal boundary, which are not otherwise contiguous with the municipal boundary, and which are adjacent to those portions of King's Bay located within the Annexed Territory ("Adjacent County Parcels"), are not rendered contiguous or compact by virtue of this Agreement or the annexation contemplated herein.

5. Permitting of Docks. Notwithstanding the annexation contemplated herein, the County shall retain jurisdiction over the permitting of docks, boat davits, boat lifts, boat covers, and boathouses located or permitted within the Annexed Territory.

6. Anchoring Limitation Areas. Within the Annexed Territory and the sovereign submerged lands lying within the municipal boundary of the City, the County hereby delegates to the City its authority to create anchoring limitation areas pursuant to Section 327.4108, Florida Statutes. However, City's authority to create anchoring limitation areas is limited and shall not exceed an aggregate of five hundred (500) acres. Anchoring limitation areas shall not include any mooring field designated by the City. When exercising the authority delegated herein, the City shall comply with all requirements set forth in Section 327.4108, including timely notice to the Florida Fish and Wildlife Conservation Commission, installation of FWC-permitted signs and buoys, and enforcement of any resulting violations.

7. Relationship of Parties. Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that nothing contained herein, or any acts of the parties hereto, shall be deemed to create any other relationship between the parties.

8. Sovereign immunity. The City and County expressly retain all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes, or its successor. Notwithstanding anything set forth in this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity or waiver of the limits of liability. Liability of the City of County for damages shall not exceed the statutory limits of liability, regardless of the number or nature of any claim which may arise, including but not limited to, a claim sounding in tort, equity, or contract. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the City or County which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

9. Entire Agreement. This Agreement constitutes the entire agreement between the parties, and shall supersede all previous communication, agreements or representations, either written or verbal, which may have been made between the parties. No change to the terms and conditions of this Agreement will be valid unless made by supplemental written amendment executed by both parties. No amendment to this Agreement shall be construed to release either party from any obligation of this Agreement except as specifically provided for in such amendment.

10. Assignment. Neither party may assign its rights arising under this Agreement without written consent of the other party.

Attachment: Interlocal_Kings Bay Annexation_part exec (20393 : Approve Annexation of a Portion of Kings Bay by the City of Crystal River)

11. Notification. All notices, request, demands, or other communications hereunder shall be in writing and shall be deemed to have been served as of the delivery date appearing upon the return receipt if sent by certified mail, postage prepaid with return receipt requested, at the address listed below, or upon the actual date of delivery, to the address below. Either party may change the below listed address at which it receives written notices by so notifying the other party hereto in writing.

CITY:

City of Crystal River
Attn: City Manager
123 NW Hwy 19
Crystal River, FL 34428

COUNTY:

Citrus County Board of County Commissioners
Attn: County Administrator
3600 W Sovereign Path
Lecanto, FL 34461

12. Waiver. No act of omission or commission of either party, including without limitation, any failure to exercise any right, or remedy, or recourse, shall be deemed to be a waiver, release, or modification of the same. Such waive, release, or modification is to be affected only through a written modification to this Agreement.

13. Headings. The paragraph headings are inserted herein for convenience and reference only, and in no way define, limit, or otherwise describe the scope or intent of any provisions hereof.

14. Public Records Law. Each party acknowledges its obligations pursuant to Chapter 119, Florida Statutes, and shall:

14.1. keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform service;

14.2. provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that do not exceed the cost provided in Florida Statutes Chapter 119 or otherwise provided by law;

14.3. ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law;

14.4. meet all requirements for retaining public records; and

14.5. transfer to the other party, at no cost, all public records in their possession upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements[1].

[1] All records stored electronically must be provided to the public agency in a format that is compatible with the information technology system of the public agency.

Attachment: Interlocal_Kings Bay Annexation_part exec (20393 : Approve Annexation of a Portion of Kings Bay by the City of Crystal River)

15. Severability. If any part of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having jurisdiction to make such a determination, the remainder of this Agreement shall remain in force and effect provided that the part of this Agreement thus invalidated or declared unenforceable is not material to the intended operation of this Agreement.

16. Venue. This agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue of any judicial proceeding arising out of the Agreement shall be in Citrus County, Florida.

ATTEST:

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

_____
ANGELA VICK, CLERK

_____
RONALD E. KITCHEN, JR., CHAIRMAN

APPROVED AS TO FORM AND LEGALITY:

_____
DENISE A. DYMOND LYN
COUNTY ATTORNEY

ATTEST:

CITY OF CRYSTAL RIVER, FLORIDA, a Florida municipal corporation

_____
MIA FINK, CITY CLERK

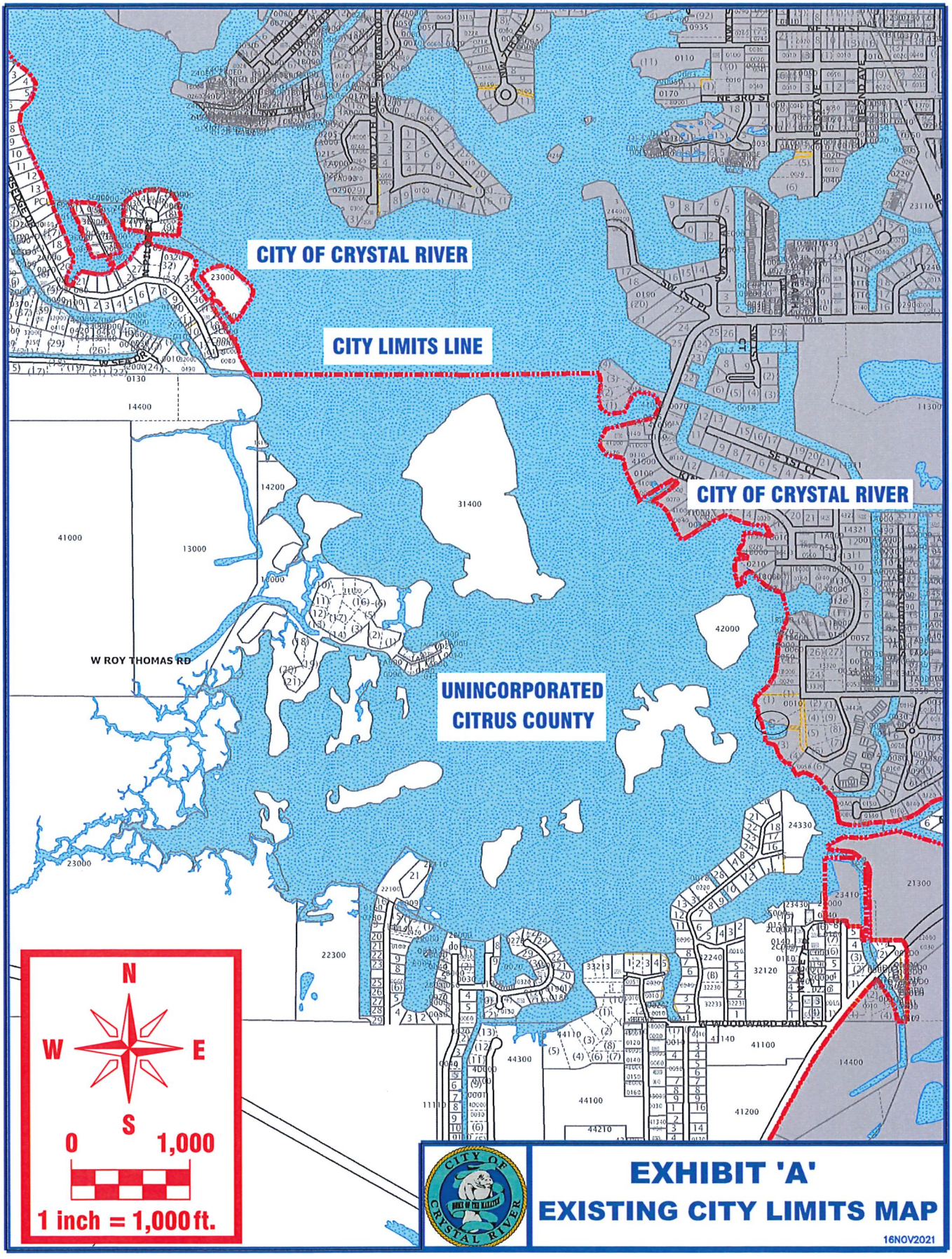
Joe Meek
_____
JOE MEEK, MAYOR

APPROVED AS TO FORM AND LEGALITY:

_____
ROBERT W. BATSEL, JR.
CITY ATTORNEY

E:\RWB\City of Crystal River\Annexation\Kings Bay\Interlocal\Interlocal Agreement re Annexation of Kings Bay RWB 11-29-2021(2).docx

Attachment: Interlocal_Kings Bay Annexation_part exec (20393 : Approve Annexation of a Portion of Kings Bay by the City of Crystal River)



Attachment: Interlocal_Kings Bay Annexation_part exec (20393 : Approve Annexation of a Portion of Kings Bay by the City of Crystal River)

Exhibit B

That portion of KING'S BAY (Head Waters of the Crystal River) lying at or below the Mean High Water Line lying in Section 28, Township 18 South, Range 17 East Citrus County, Florida.

AND

That portion of KING'S BAY (Head Waters of the Crystal River) lying at or below the Mean High Water Line lying in Section 29, Township 18 South, Range 17 East Citrus County, Florida.

AND

The following real property as described as parcels 2(Parker's Island), 3, 4(Buzzard Island), 5 (Banana Island) and Islands 6, 7, 8, and 9 (Warden Key) as recorded in the Warranty Deed between the Nature Conservancy and the United States of America, OR Book 624, Pages 1927

LESS AND EXCEPT ALL OF THE FOLLOWING:

Those waters at or below the Mean High Water south of the bulkhead line shown on the Palm Springs Villas Addition, Plat Book 4, Page 60

AND

Those waters at or below the Mean High Water south of a line commencing at the Northeast corner of lot 1 to the northwest corner of lot 7 and a line commencing at the northeast corner of lot 8 to the northwest corner of lot 27 of Palm Springs Subdivision, Plat Book 3, Page 16

AND

Those waters at or below the Mean High Water south of a line commencing at the Northeast corner of Palm Springs Lot 21 Palm Springs Subdivision, Plat Book 3, Page 16 ending at the northwest corner of that parcel described OR Book 1732 Page 86

AND

Those waters at or below the Mean High Water south of a line commencing at the Northwest corner of Lot 5 to the Northwest corner of lot 8, Woodward Park Plat Book 2 Page 70

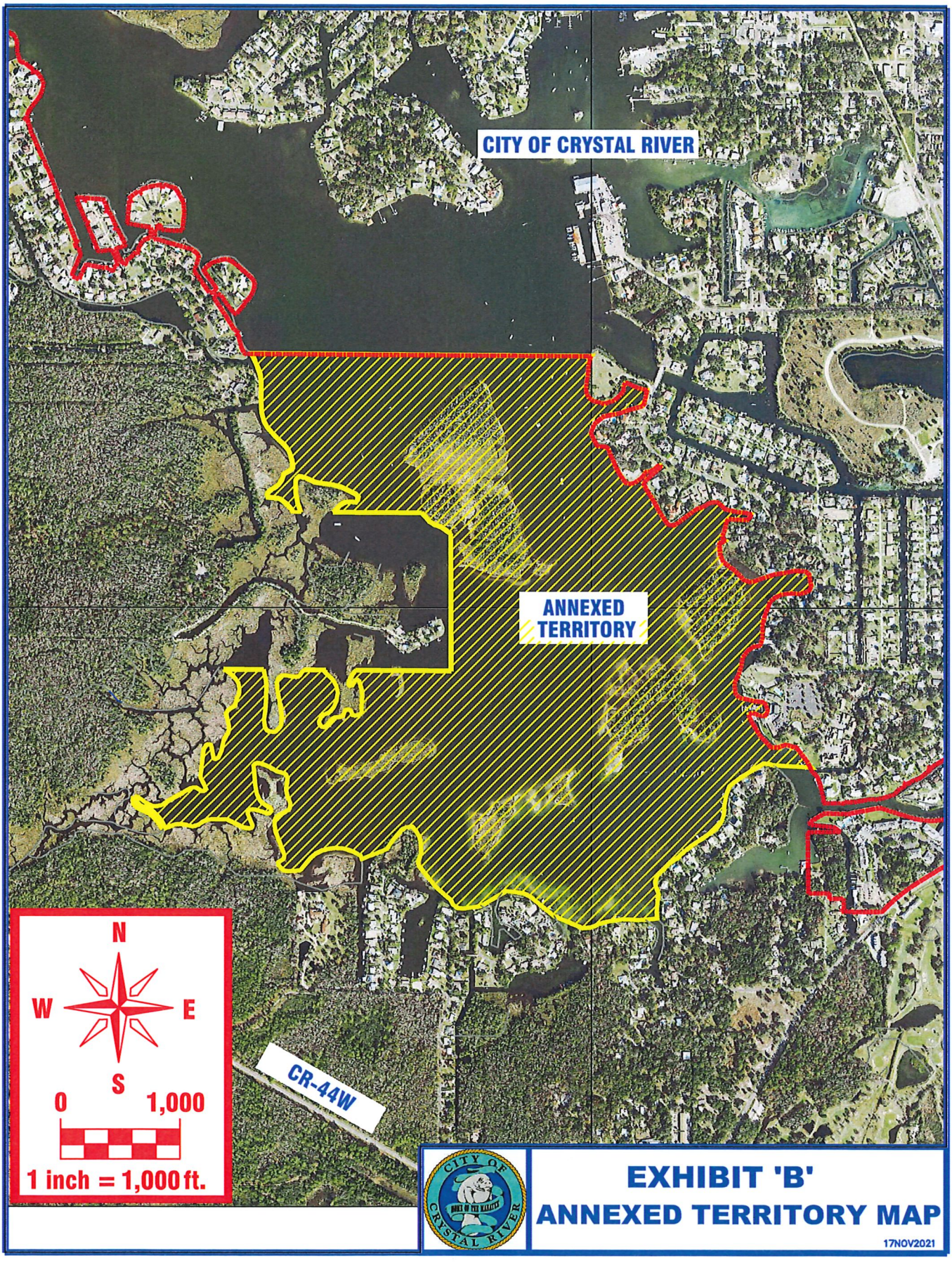
AND

Those waters at or below the Mean High Water south of a line commencing at the Northeast corner of Lot 19 Sunset Shores Addition To Woodward Park Plat Book 2 Page 140 to the Southwest corner that property described in OR BK 2894 Page 201

AND

Those waters at or below Mean High Water lying within the South ½ of the Northeast ¼ of Section 29, Township 18 South, Range 17 East, lying and being within Citrus County Florida.

Attachment: Interlocal_Kings Bay Annexation_part exec (20393 : Approve Annexation of a Portion of Kings Bay by the City of Crystal River)



Attachment: Interlocal_Kings Bay Annexation_part exec (20393 : Approve Annexation of a Portion of Kings Bay by the City of Crystal River)

AGENDA MEMORANDUM

FROM:	Ken Cheek, Director, Water Resources Department
SUBJECT:	Suncoast Parkway 2, Phase 2 – Memorandum of Agreement
AGENDA DATE:	**June 14, 2022**

BRIEF OVERVIEW:

Staff has been in negotiations with the Florida Department of Transportation, Florida's Turnpike Enterprise, (DEPARTMENT), to develop a Memorandum of Agreement to set forth the relationship between the DEPARTMENT and Citrus County, Florida, (COUNTY) with respect to the general responsibilities of the parties regarding conveyances of the properties needed and associated with the Suncoast Parkway 2, Phase 2 (PROJECT) and to establish ownership, easements and maintenance responsibilities of specific roadway and other improvements after completion of the PROJECT.

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 sign the Memorandum of Agreement establishing the relationship between the State of Florida, Florida Department of Transportation and Citrus County, Florida, with respect to the general responsibilities of the parties regarding conveyances of the properties needed and associated with the Suncoast Parkway 2 (Project) and to establish ownership, easements and maintenance responsibilities of specific roadway and other improvements after completion of the Project.

b. Approve and authorize property and easement conveyances for the purpose of constructing the Project and approve and authorize the Chairman to execute a subsequent County Deed between the State of Florida, Department of Transportation and Citrus County, Florida, a political subdivision of the State of Florida.

c. Approve and authorize the Chairman to execute any subsequent modifications to the Memorandum of Agreement as needed with regard to the Project without further review or approval of the Board.

d. Approve and authorize the Chairman or designee to execute all related closing documents regarding the Project.

e. Authorize staff to execute all other documents related to the closing of the property with the exception of recordable documents; approve and authorize payment of related closing costs associated with the Project property acquisitions.

f. Authorize the Clerk to record the Memorandum of Agreement in the Public Records of Citrus County, Florida, upon receipt of the fully executed documents from the State of Florida, Florida Department of Transportation, record a subsequent County Deed, and to place acceptance stamp on any subsequent documents upon receipt and record said documents in the Public Records of Citrus County, Florida.

MEMORANDUM OF AGREEMENT
BETWEEN
STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
AND
CITRUS COUNTY, FLORIDA
REGARDING SUNCOAST PARKWAY 2

THIS AGREEMENT is made and entered into this ____ day of _____, 2022, by and between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, an executive agency of the State of Florida, whose address is Turnpike Headquarters, PO Box 613069, Milepost 263, Florida's Turnpike, Building 5315, Ocoee, Florida 34761 (hereinafter referred to as the "DEPARTMENT"), and CITRUS COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is 110 N. Apopka Ave., Inverness, FL 34450 (hereinafter referred to as the "COUNTY");

WITNESSETH:

WHEREAS, the DEPARTMENT is authorized and required by Section 334.044(13), Florida Statutes, to coordinate, construct, maintain and operate transportation facilities as part the planning, development, and operation of the State Highway System;

WHEREAS, the DEPARTMENT pursuant to Section 338.222(1), Florida Statutes, is designated as the sole agency to acquire, construct, maintain, or operate the Turnpike System, except upon specific authorization of the Legislature. The DEPARTMENT's Florida's Turnpike Enterprise ("FTE") is authorized under Section 338.2216(2), Florida Statutes, to plan, develop, own, purchase, lease, or otherwise acquire, demolish, construct, improve, relocate, equip, repair, maintain, operate, and manage the Turnpike System; and to cooperate, coordinate, partner, and contract with other entities, public and private, to accomplish these purposes;

WHEREAS, COUNTY is authorized under Florida Statutes Chapters 125 and 336 to own, operate and maintain its local roads and multi-use trail;

WHEREAS, FTE, a district of the Florida Department of Transportation, operates and maintains the Turnpike System, a system of limited access toll roads, including SR 91 (commonly referred to as Florida's Turnpike), as well as the Suncoast Parkway (SR 589);

WHEREAS, the DEPARTMENT's proposed Suncoast Parkway 2, Phase 2 is a new limited access tolled roadway that will extend the Suncoast Parkway northward from State Road (SR) 44 (Gulf to Lake Highway) to County Road (CR) 486 (W. Norvell Bryant Highway), a distance of approximately three miles, in Citrus County, Florida. The proposed typical section will provide four, 12-foot wide travel lanes, two in each direction, with 8-foot wide shoulders on the inside, 12-foot wide shoulders on the outside, and a grass median. This project will also include a 12-foot wide multi-use trail within approximately 50 feet of right of way along the west side of the Suncoast Parkway 2. The proposed interchange at CR 486 will require realignment of the existing Knoll Road, which will tie into CR 486

Attachment: 10c Supporting Docs Suncoast 2 MOA (20416 : Suncoast Parkway 2, Phase 2 – Memorandum of Agreement)

across from Pine Ridge Estates at the existing signalized intersection, W. Pine Ridge Boulevard. This project is programmed under DEPARTMENT FPID Number 442764-1 (hereinafter referred to as the "PROJECT"), the plans of which are on file with both the COUNTY and the DEPARTMENT;

WHEREAS, the PROJECT includes the construction of necessary modifications of certain County Roads, the construction and relocation of County Utilities, the construction of ponds for drainage for DEPARTMENT and COUNTY facilities, the construction of bridges where the PROJECT and COUNTY roads cross, and the construction of frontage roads to maintain access for certain abutting properties cut off from access by the construction of the PROJECT's limited access toll facility; and

WHEREAS, to ensure the most effective utilization of public resources and to facilitate the construction of the PROJECT, it is necessary to establish this Agreement to coordinate the PROJECT with the COUNTY; and

WHEREAS, it is the intent of the parties to cooperate and coordinate their efforts and resources to minimize the costs of right of way acquisition, maintenance and other matters as the DEPARTMENT improves transportation facilities; and

WHEREAS, the purpose of this Agreement is to set forth the relationship between the DEPARTMENT and the COUNTY with respect to the general responsibilities of the parties regarding conveyances of the properties needed and associated with the PROJECT and to establish ownership and maintenance responsibilities of specific roadway and other improvements after completion of the PROJECT; and

WHEREAS, the DEPARTMENT has a need to acquire certain properties from the COUNTY to construct the PROJECT and the COUNTY has a need to acquire certain properties from the DEPARTMENT upon completion of the PROJECT; and

WHEREAS, the properties to be acquired pursuant to this Agreement have been determined by the parties to be necessary and required for construction, operation and maintenance of the PROJECT;

WHEREAS, COUNTY acknowledges and agrees that construction of the PROJECT will partially occur in the COUNTY right-of-way reflected in attached Exhibit "A", attached hereto and incorporated by reference, and COUNTY hereby permits the DEPARTMENT and its contractors and assigns, to enter its right-of-way for such purpose. DEPARTMENT's Contractor will be required to complete, submit and receive approval of a Citrus County Right of Way Utilization Permit prior to occupying or any work within COUNTY property or Right of Way.

NOW THEREFORE, in consideration of the mutual benefits, conditions, promises, and covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. The recitals set forth above are specifically incorporated herein by reference and made a part of this Agreement.

Attachment: 10c Supporting Docs Suncoast 2 MOA (20416 : Suncoast Parkway 2, Phase 2 – Memorandum of Agreement)

2. The DEPARTMENT and the COUNTY hereby agree to perform the specific tasks set forth below. Reference to the "Parcel" numbers – shall mean the numbered parcels depicted on the official Right of Way Map(s) approved by the DEPARTMENT for the PROJECT. The DEPARTMENT agrees to provide legal descriptions and sketch of descriptions for all exhibits attached to all conveyances. All conveyances by the DEPARTMENT shall be by means of public purpose Quitclaim Deed and all conveyances by the COUNTY shall be by means of statutory County Deed.

3. Prior to the letting of the PROJECT, COUNTY has agreed to donate to the DEPARTMENT, for no compensation, real property for all necessary limited access right of-way property for post-construction maintenance and operation of the PROJECT, such real property being more particularly described herein. The Agency hereby acknowledges that their acquisition and conveyance of property to the Department under this Agreement is done voluntarily and the Agency hereby waives any eminent domain rights, including but not limited to, any claims for compensation or reimbursement of fees and costs.

4. Prior to letting of the PROJECT, COUNTY shall: (1) convey to the DEPARTMENT the 3.034 acres of land depicted in Exhibit "B" MOA Tracts 1, 2, 3, 4, and 5, attached hereto and incorporated by reference and further described in Section 6 below, for utilization by the DEPARTMENT's employees, consultants, and contractors in operating and maintaining the FPID Number 442764-1 PROJECT; (2) at its sole cost and expense, deliver to the DEPARTMENT a recordable County Deed conveying the 3.034 acres of land (including all rights of air, light, view), and access as depicted in this Exhibit "B", to the Department in fee simple, free and clear of all liens, mortgages, and encumbrances, to the DEPARTMENT for operation and maintenance of the PROJECT.

5. COUNTY owned right of way to be transferred in fee simple title (including all rights of air, light, view), and access to DEPARTMENT at no cost includes the following parcels subject to the conditions described in this Agreement:

    a. COUNTY owned parcel that includes SR 44 Stormwater Pond (MOA Tract 1) shall be transferred to the DEPARTMENT, as set forth in Exhibit "C" attached hereto and incorporated by reference.
    b. COUNTY owned road Shady Knoll Place (MOA Tract 2) shall be officially vacated and transferred to DEPARTMENT, as set forth in Exhibit "D" attached hereto and incorporated by reference.
    c. COUNTY owned parcels located within what is described as the "Rook's Property", MOA Tracts 3, 4, and 5 shall be transferred to the DEPARTMENT.
    d. COUNTY shall, as part of this Agreement, grant DEPARTMENT all necessary air rights for all PROJECT facilities crossing over all COUNTY owned roads, including bridges and facilities over COUNTY's Sanction Road and COUNTY's future realigned Knoll Road, as set forth in Exhibit "F" attached hereto and incorporated by reference.

Attachment: 10c Supporting Docs Suncoast 2 MOA (20416 : Suncoast Parkway 2, Phase 2 – Memorandum of Agreement)

6. After completion of final acceptance of the PROJECT, and subject to the conditions of the Agreement, the DEPARTMENT will transfer by Quitclaim Deed certain right of way to the COUNTY:

   a. The PROJECT proposes a cul-de-sac at the terminus of the existing COUNTY owned road "Carney Avenue" to allow emergency vehicles to turn around as needed. DEPARTMENT plans to acquire additional right of way from adjacent landowners in order to construct the proposed cul-de-sac per Citrus County Standards. After final acceptance of PROJECT, DEPARTMENT will transfer the proposed cul-de-sac right of way (MOA Tract 6) to the COUNTY. The COUNTY shall thereafter own and maintain the proposed cul-de-sac and associated right of way depicted in Exhibit "G" attached hereto and incorporated by reference.

   b. As set forth in Exhibit "H" attached hereto and incorporated by reference, DEPARTMENT's PROJECT presently contemplates facilities in the form of a bridge that will be constructed over the existing Sanction Road. At COUNTY's request DEPARTMENT has designed the PROJECT's proposed bridge crossing to account for the future widening of Sanction Road. The PROJECT also includes the acquisition of MOA Tract 7 adjacent to COUNTY Sanction Road. After DEPARTMENT's final acceptance of the PROJECT, DEPARTMENT will transfer ownership of Tract 7 to COUNTY.

   c. The PROJECT also includes design and construction of a proposed multi-use trail that will be located entirely within approximately 50' of COUNTY right of way along the west side of the proposed Suncoast Parkway 2 mainline (MOA Tract 8 and 9), as set forth in Exhibit "I" attached hereto and incorporated by reference. After DEPARTMENT's final acceptance of the PROJECT, DEPARTMENT will transfer ownership of the completed multi-use trail and associated right of way with easements to COUNTY.

   d. COUNTY shall be responsible for the operation and maintenance of the multi-use trail, including proposed and future improvements associated with the trail.

   e. The DEPARTMENT, as part of the transfer of right of way to the COUNTY, may reserve in its favor a right of reversion in any of the Quitclaim Deeds provided for under this Agreement. Such right of reversion may be exercised should the DEPARTMENT need the trail for transportation purposes.

   f. The PROJECT also proposes design and construction of a realignment of COUNTY's "Knoll Road" (MOA Tract 10) as set forth in Exhibit "J" attached hereto and incorporated by reference. The PROJECT's construction of the proposed Knoll Road realignment will consist of a 2-lane 2-way roadway with drainage swales on both sides, utilizing what is identified as and commonly known between the parties as the Rooks Property, which is owned by DEPARTMENT. After final acceptance of PROJECT, the DEPARTMENT will

Attachment: 10c Supporting Docs Suncoast 2 MOA (20416 : Suncoast Parkway 2, Phase 2 – Memorandum of Agreement)

transfer via Quitclaim Deed the right of way of realigned Knoll Road as described in Exhibit "J" MOA Tract 10 to the COUNTY. COUNTY shall own and maintain the multi-use trail and the realigned Knoll Road.

7. The Parties agree to the following post-construction maintenance responsibilities for the PROJECT and that the post-construction maintenance jurisdiction for each Party shall be based upon Exhibit "K" titled "Maintenance Exhibit" and made part hereof:

General

a. Each party shall be responsible for all ground-mounted signs within the limits of their responsibility, regardless of message, unless installed under separate permit or agreement.
b. Each party shall provide the other with 48-hour advance notification prior to performing any work within the other agency's right of way, identified herein as their responsibility, performing requested work only upon approval of the request, which should not be unreasonably withheld.
c. Each party shall be responsible for all portions of any roadway feature that begins within the limits of their responsibility.

COUNTY Post-Construction Maintenance Responsibilities

a. All CR 486 signalization shall be maintained by the COUNTY.
b. All portions of the CR 486 sidewalks and pedestrian signalization system shall be maintained by the County.
c. COUNTY shall own and maintain all improvements to COUNTY right of way resulting from the construction of the Suncoast 2 PROJECT not identified herein as the responsibility of DEPARTMENT.
d. Multi-use Trail Right of Way fence separating the trail from private properties shall be owned and maintained by the COUNTY.

DEPARTMENT Post-Construction Maintenance Responsibilities

a. DEPARTMENT shall maintain all lighting installed along SR 589 ramps connecting to CR 486.
b. The Suncoast Trail gate at the limited access right of way providing access to the multi-use trail right of way near Ziggy Street shall be maintained by the DEPARTMENT, including ensuring the gate is closed and locked when not in use. To fulfill maintenance obligations for the DEPARTMENT owned parcel on the south side of the Trail, COUNTY grants DEPARTMENT the right to access the Suncoast Trail gate across the COUNTY right of way, including the Multi-Use Tail in this area.
c. The Limited Access Right of Way fence separating SR 589 from the Suncoast Trail shall be maintained by DEPARTMENT.

Attachment: 10c Supporting Docs Suncoast 2 MOA (20416 : Suncoast Parkway 2, Phase 2 – Memorandum of Agreement)

d. DEPARTMENT shall own and maintain the SR 589 bridges passing over COUNTY right of way and shall maintain all bridge piers and associated pier protection located within COUNTY right of way.

e. DEPARTMENT shall be responsible for maintaining the SR 589 ramp connections to CR 486 to the limits depicted on the Maintenance Exhibit.

f. DEPARTMENT shall own and maintain all SR 589 ITS infrastructure located within or crossing COUNTY right of way including power service beyond the service point.

8. This Agreement constitutes the entire agreement of the parties pertaining to the PROJECT and supersedes all prior negotiations and discussions of the parties, whether oral or written. No waiver, modification, or amendment of the terms of this Agreement will be valid unless in writing and signed by each of the parties hereto.

9. The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the comptroller of the DEPARTMENT that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the DEPARTMENT's performance and obligation to pay under this Agreement are contingent upon an annual appropriation by the Florida Legislature.

10. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

11. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida.

12. This Agreement is not intended for the benefit of third parties.

13. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the parties' respective sovereign immunity protections, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

14. No provision of this Agreement shall be construed against or interpreted to the disadvantage of either party by any court or other governmental entity by reason of such party's having or being deemed to have prepared or participated in the preparation of this Agreement.

Attachment: 10c Supporting Docs Suncoast 2 MOA (20416 : Suncoast Parkway 2, Phase 2 – Memorandum of Agreement)

15. This Agreement shall be binding upon each of the parties hereto, together with their representatives, successors, and assigns. Neither party shall assign this Agreement or the rights and obligations hereunder to any other person or firm without the prior written consent of both parties hereto.

16. All notices or other communications by or between the parties that may due or required shall be sufficient if given by hand delivery, or mailed by first class main, or by registered or certified mail, return receipt requested, or by overnight courier service, return receipt requested to the following addresses:

As to the DEPARTMENT:

Debbie Meyer, P.E.
Turnpike Maintenance Engineer
Post Office Box 9828
Fort Lauderdale, Florida 33310

With a copy to:

Office of the Turnpike General Counsel
Post Office Box 613069
Ocoee, Florida 34761

As to the COUNTY:

Citrus County Administrator's Office
110 N. Apopka Avenue
Inverness, FL 34450

With copy to:

Transportation Project Manager
3600 W. Sovereign Path, Ste. 242
Lecanto, FL 34461

17. This Agreement may be executed by any number of counterparts, each of which when executed and delivered, shall constitute and be deemed an original, but all counterparts together shall constitute one and the same instrument.

18. This Agreement shall become effective on the date of the last of the parties to execute and deliver this instrument to the other party.

Attachment: 10c Supporting Docs Suncoast 2 MOA (20416 : Suncoast Parkway 2, Phase 2 – Memorandum of Agreement)

IN WITNESS WHEREOF, the COUNTY, and the DEPARTMENT have executed this Agreement for the purposes herein expressed on the dates indicated below.

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

BY: _____ Date: _____
(Name)
(Title)
(Seal)

ATTEST: _____ Date: _____
(Name)
(Title)
(Seal)

Legal Review:

BY: _____
(Name)
(Title)

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

BY: _____ Date: _____
Nicola Liquori, P.E.
Executive Director, Florida's Turnpike Enterprise
(Seal)

ATTEST: _____ Date: _____
(Name)
(Title)
(Seal)

Legal Review:

BY: _____
(Name)
(Title)

Attachment: 10c Supporting Docs Suncoast 2 MOA (20416 : Suncoast Parkway 2, Phase 2 – Memorandum of Agreement)

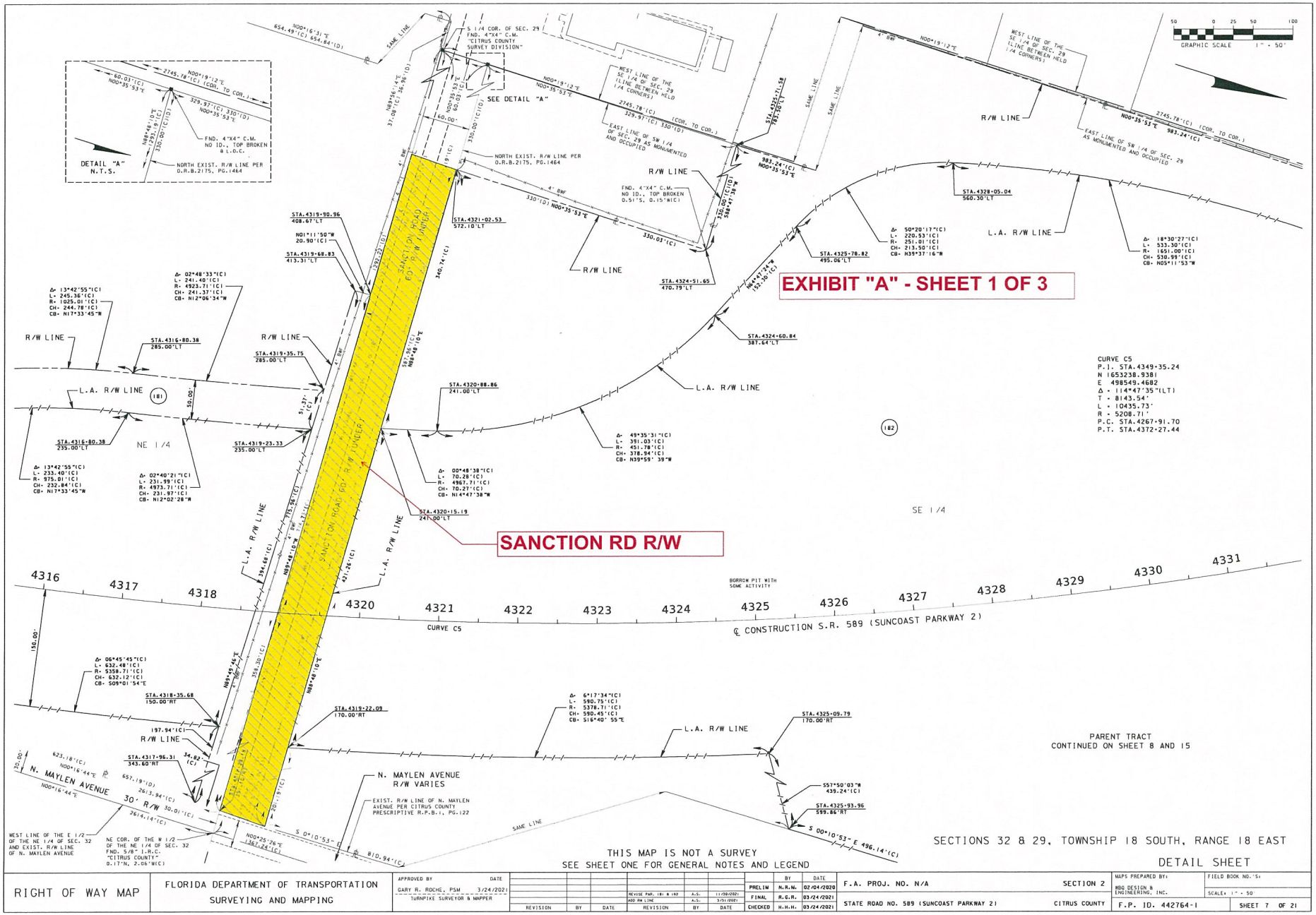


EXHIBIT "A" - SHEET 1 OF 3
SANCTION RD R/W
SANCTION ROAD 60' R/W (VARIES)
N. MAYLEN AVENUE
R/W VARIES
30' R/W
CURVE C5
P.I. STA.4349+35.24
N 1653238.9381
E 498549.4682
Δ = 114°47'35"(LT)
T = 8143.54'
L = 10435.73'
R = 5208.71'
P.C. STA.4267+91.70
P.T. STA.4372+27.44
℄ CONSTRUCTION S.R. 589 (SUNCOAST PARKWAY 2)
SEE DETAIL "A"
DETAIL "A" N.T.S.
L.A. R/W LINE
R/W LINE
NE 1/4
SE 1/4
PARENT TRACT CONTINUED ON SHEET 8 AND 15
THIS MAP IS NOT A SURVEY
SEE SHEET ONE FOR GENERAL NOTES AND LEGEND
SECTIONS 32 & 29, TOWNSHIP 18 SOUTH, RANGE 18 EAST
DETAIL SHEET
RIGHT OF WAY MAP
FLORIDA DEPARTMENT OF TRANSPORTATION
SURVEYING AND MAPPING
F.A. PROJ. NO. N/A
SECTION 2
STATE ROAD NO. 589 (SUNCOAST PARKWAY 2)
CITRUS COUNTY
F.P. ID. 442764-1
SHEET 7 OF 21

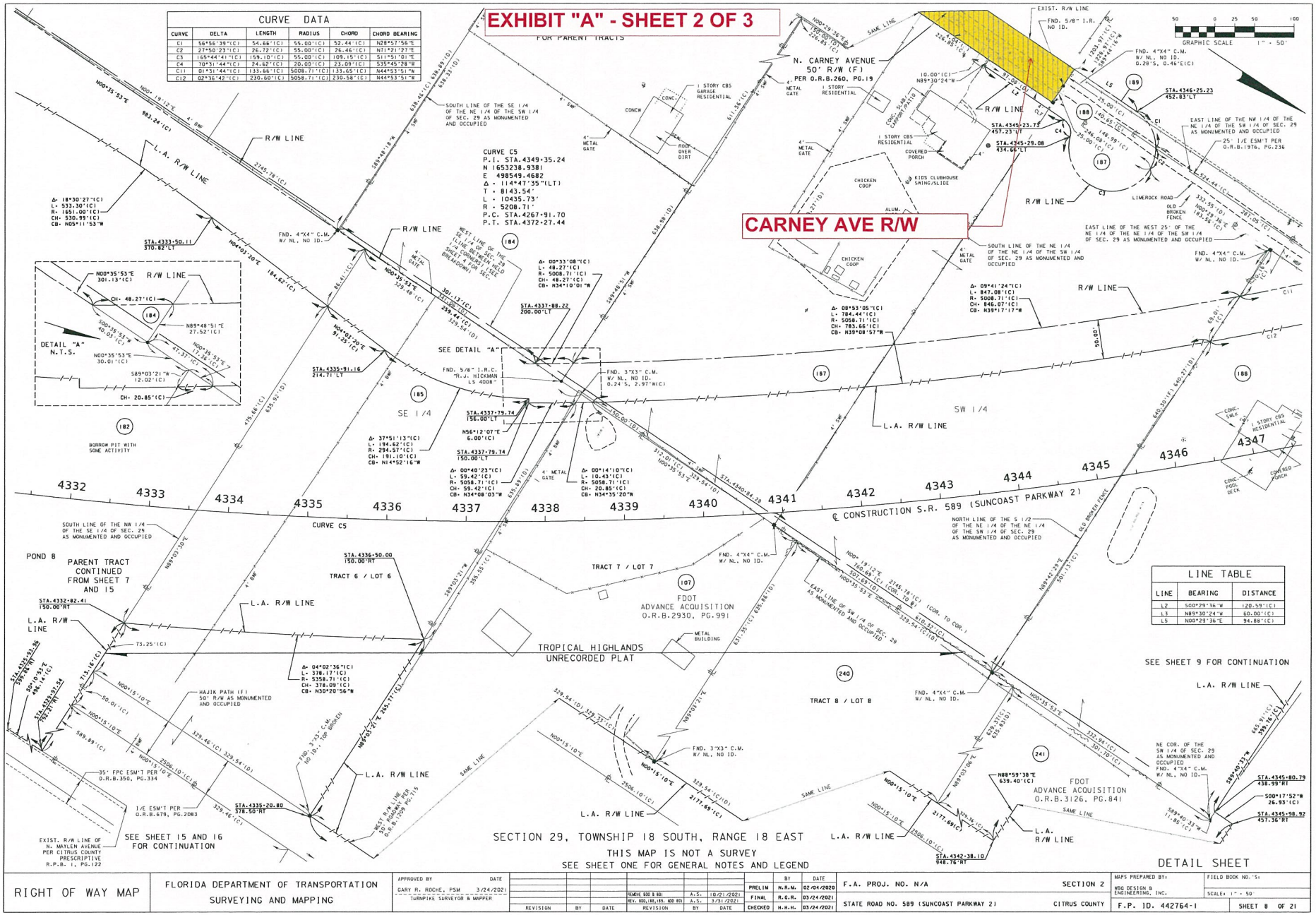
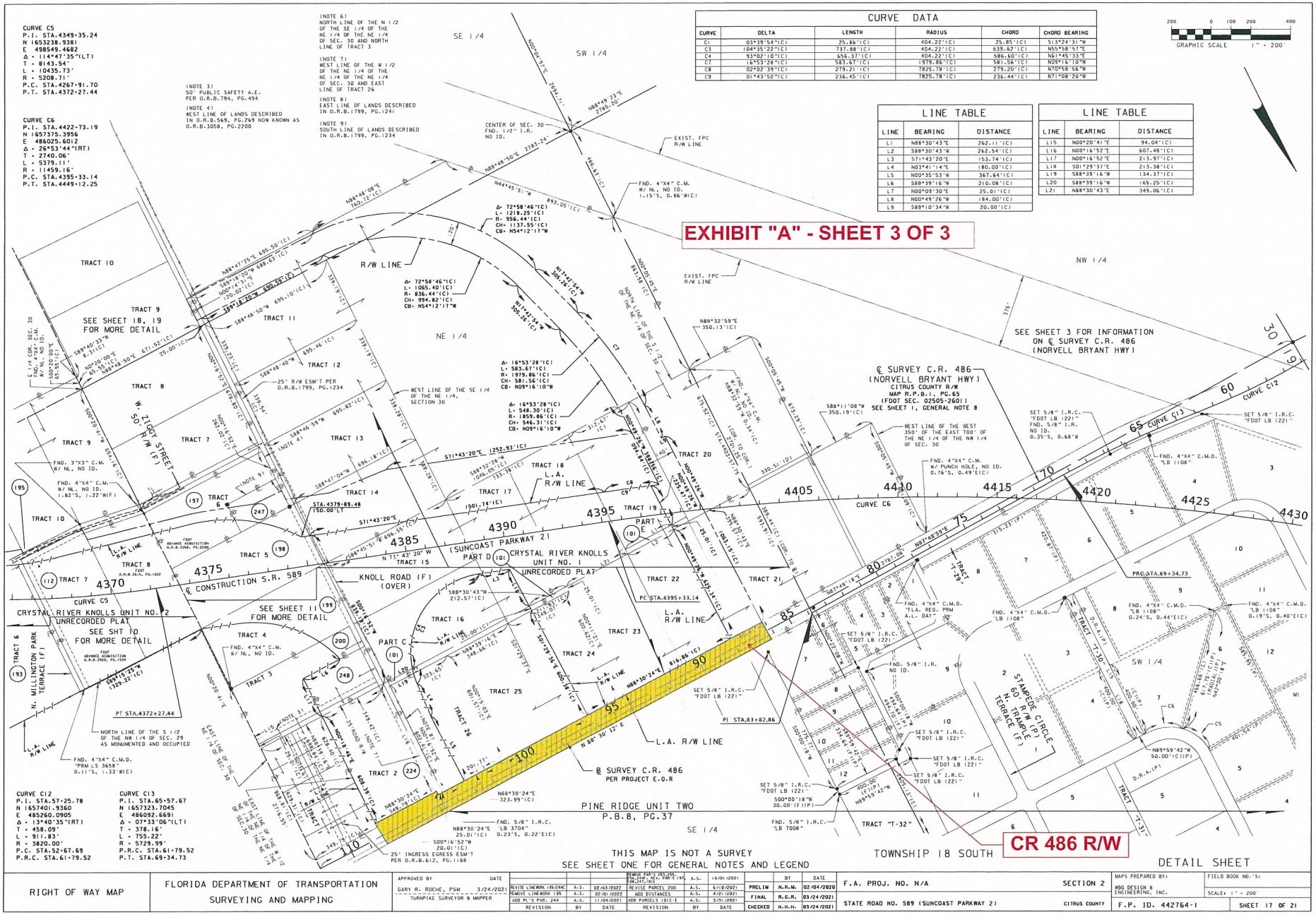


EXHIBIT "A" - SHEET 2 OF 3
CARNEY AVE R/W
CURVE DATA
CURVE | DELTA | LENGTH | RADIUS | CHORD | CHORD BEARING
C1 | 56°56'39"(C) | 54.66'(C) | 55.00'(C) | 52.44'(C) | N28°57'56"E
C2 | 27°50'23"(C) | 26.72'(C) | 55.00'(C) | 26.46'(C) | N11°21'27"E
C3 | 165°44'41"(C) | 159.10'(C) | 55.00'(C) | 109.15'(C) | S11°51'01"E
C4 | 70°31'44"(C) | 24.62'(C) | 20.00'(C) | 23.09'(C) | S35°45'28"W
C11 | 01°31'44"(C) | 133.66'(C) | 5008.71'(C) | 133.65'(C) | N44°53'51"W
C12 | 02°35'42"(C) | 230.60'(C) | 5058.71'(C) | 230.58'(C) | N44°53'51"W
CURVE C5
P.I. STA.4349+35.24
N 1653238.9381
E 498549.4682
Δ = 114°47'35"(LT)
T = 8143.54'
L = 10435.73'
R = 5208.71'
P.C. STA.4267+91.70
P.T. STA.4372+27.44
N. CARNEY AVENUE
50' R/W (F)
PER O.R.B.260, PG.19
CONSTRUCTION S.R. 589 (SUNCOAST PARKWAY 2)
CURVE C5
SECTION 29, TOWNSHIP 18 SOUTH, RANGE 18 EAST
THIS MAP IS NOT A SURVEY
SEE SHEET ONE FOR GENERAL NOTES AND LEGEND
SEE SHEET 15 AND 16 FOR CONTINUATION
SEE SHEET 9 FOR CONTINUATION
SEE DETAIL "A"
DETAIL "A" N.T.S.
PARENT TRACT CONTINUED FROM SHEET 7 AND 15
TROPICAL HIGHLANDS UNRECORDED PLAT
FDOT ADVANCE ACQUISITION O.R.B.2930, PG.991
FDOT ADVANCE ACQUISITION O.R.B.3126, PG.841
HAJIK PATH (F) 50' R/W AS MONUMENTED AND OCCUPIED
POND 8
BORROW PIT WITH SOME ACTIVITY
TRACT 6 / LOT 6
TRACT 7 / LOT 7
TRACT 8 / LOT 8
SE 1/4
SW 1/4
L.A. R/W LINE
R/W LINE
LINE TABLE
LINE | BEARING | DISTANCE
L2 | S00°29'36"W | (20.59'(C)
L3 | N89°30'24"W | 60.00'(C)
L5 | N00°29'36"E | 94.88'(C)
RIGHT OF WAY MAP
FLORIDA DEPARTMENT OF TRANSPORTATION
SURVEYING AND MAPPING
APPROVED BY DATE
GARY R. ROCHE, PSM 3/24/2021
TURNPIKE SURVEYOR & MAPPER
PRELIM N.R.W. 02/04/2020
FINAL R.G.R. 03/24/2021
CHECKED H.H.H. 03/24/2021
F.A. PROJ. NO. N/A
SECTION 2
STATE ROAD NO. 589 (SUNCOAST PARKWAY 2)
CITRUS COUNTY
MAPS PREPARED BY: WBG DESIGN & ENGINEERING, INC.
FIELD BOOK NO.'S:
SCALE: 1" = 50'
F.P. ID. 442764-1
SHEET 8 OF 21
DETAIL SHEET



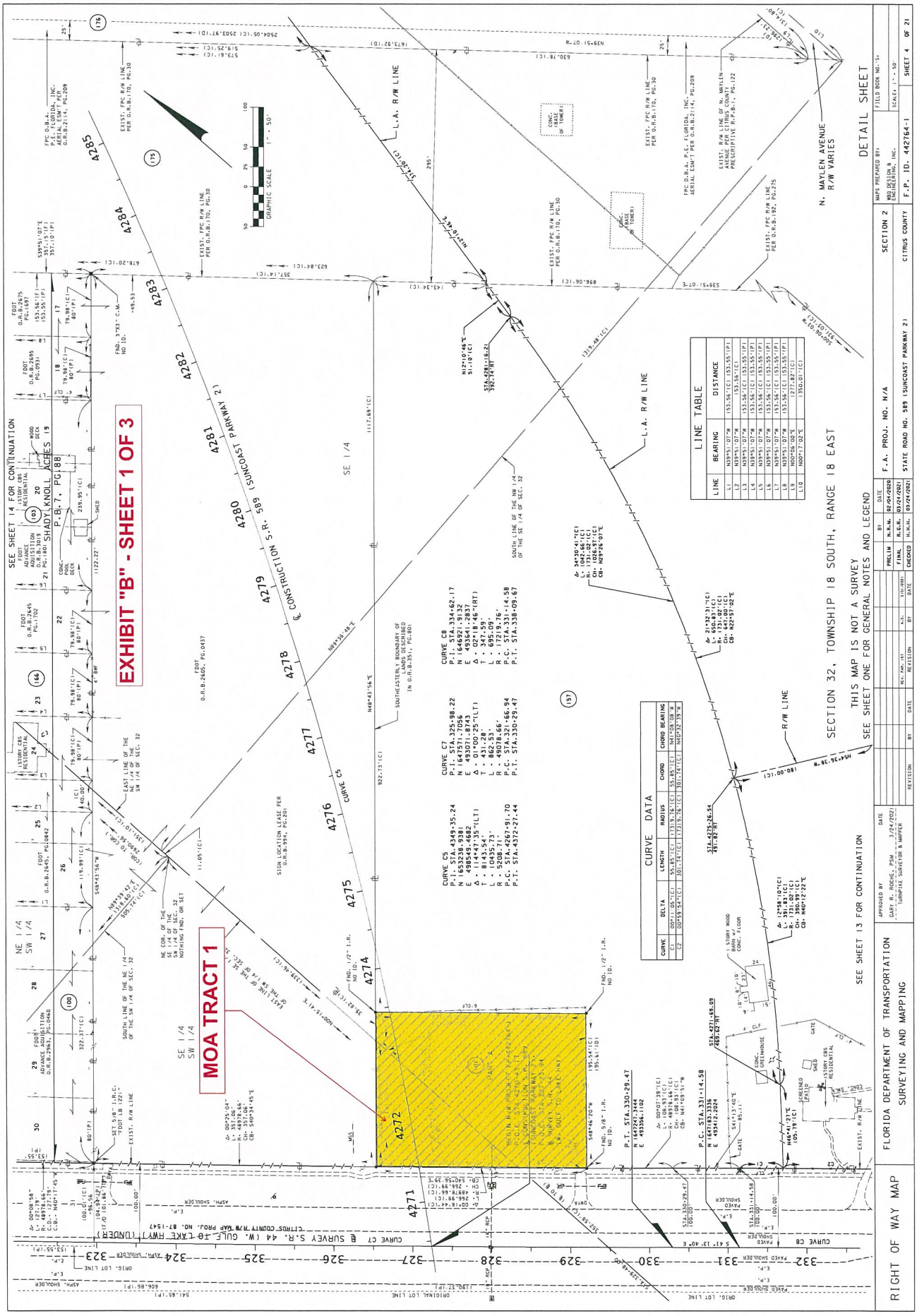
CURVE DATA					
CURVE	DELTA	LENGTH	RADIUS	CHORD	CHORD BEARING
C1	03°39'54"(C)	25.86'(C)	404.22'(C)	25.85'(C)	S13°24'31"W
C3	104°35'22"(C)	737.88'(C)	404.22'(C)	639.62'(C)	N55°58'51"E
C4	93°02'10"(C)	656.37'(C)	404.22'(C)	586.60'(C)	N61°45'33"E
C7	16°53'28"(C)	583.67'(C)	1979.86'(C)	581.56'(C)	N09°16'10"W
C8	02°02'39"(C)	279.21'(C)	7825.78'(C)	279.20'(C)	N70°58'56"W
C9	01°43'52"(C)	236.45'(C)	7825.78'(C)	236.44'(C)	N71°08'20"W

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N88°30'43"E	262.11'(C)
L2	S88°30'43"W	262.54'(C)
L3	S71°43'20"E	153.74'(C)
L4	N03°41'14"E	180.00'(C)
L5	N00°35'53"W	367.64'(C)
L6	S88°39'16"W	210.08'(C)
L7	N00°09'30"E	25.01'(C)
L8	N00°49'26"W	184.00'(C)
L9	S89°10'34"W	20.00'(C)

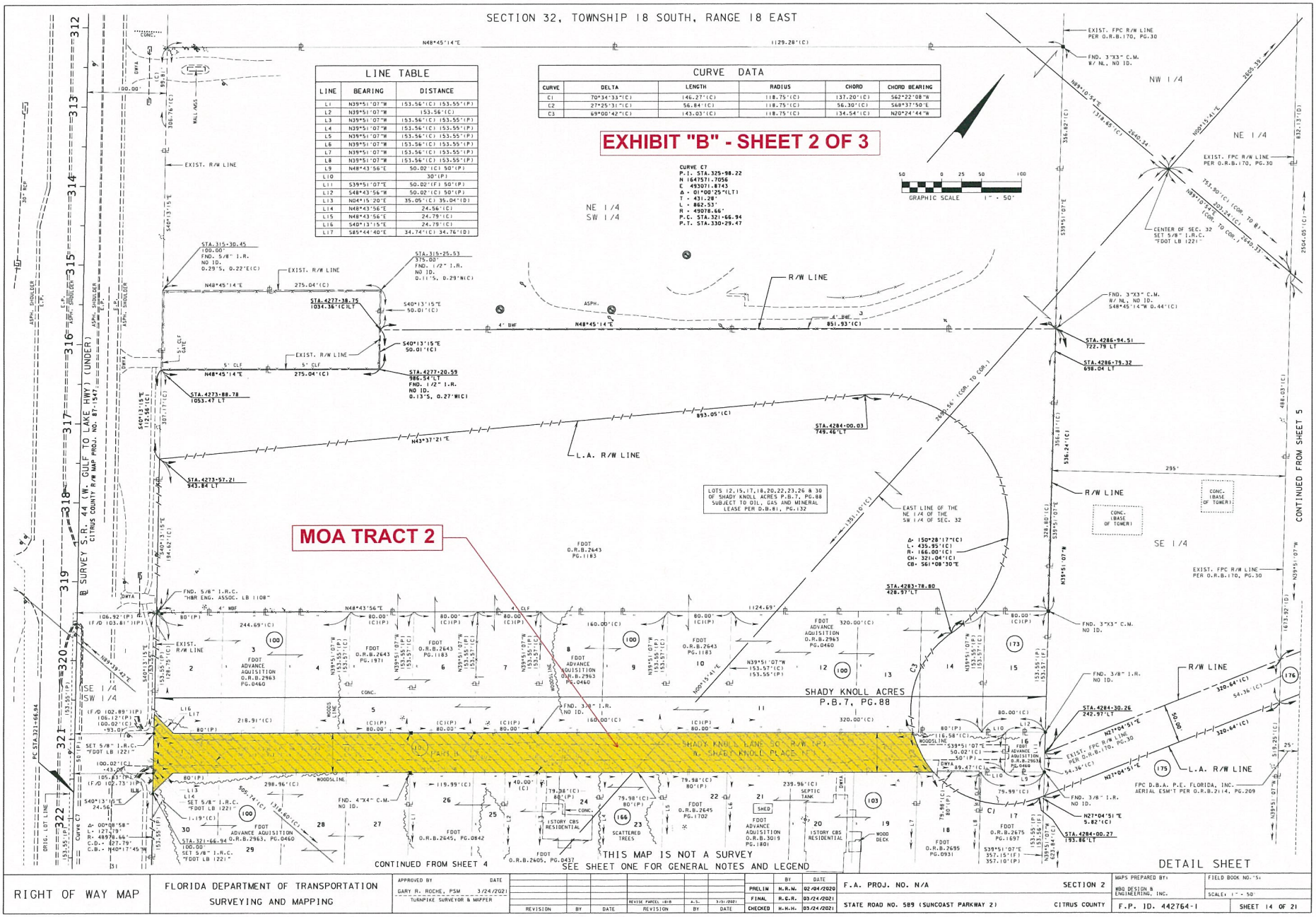
LINE TABLE		
LINE	BEARING	DISTANCE
L15	N00°20'41"E	94.04'(C)
L16	N00°16'52"E	607.48'(C)
L17	N00°16'52"E	213.97'(C)
L18	S01°29'37"E	213.38'(C)
L19	S88°39'16"W	134.37'(C)
L20	S88°39'16"W	165.25'(C)
L21	N88°30'43"E	349.06'(C)

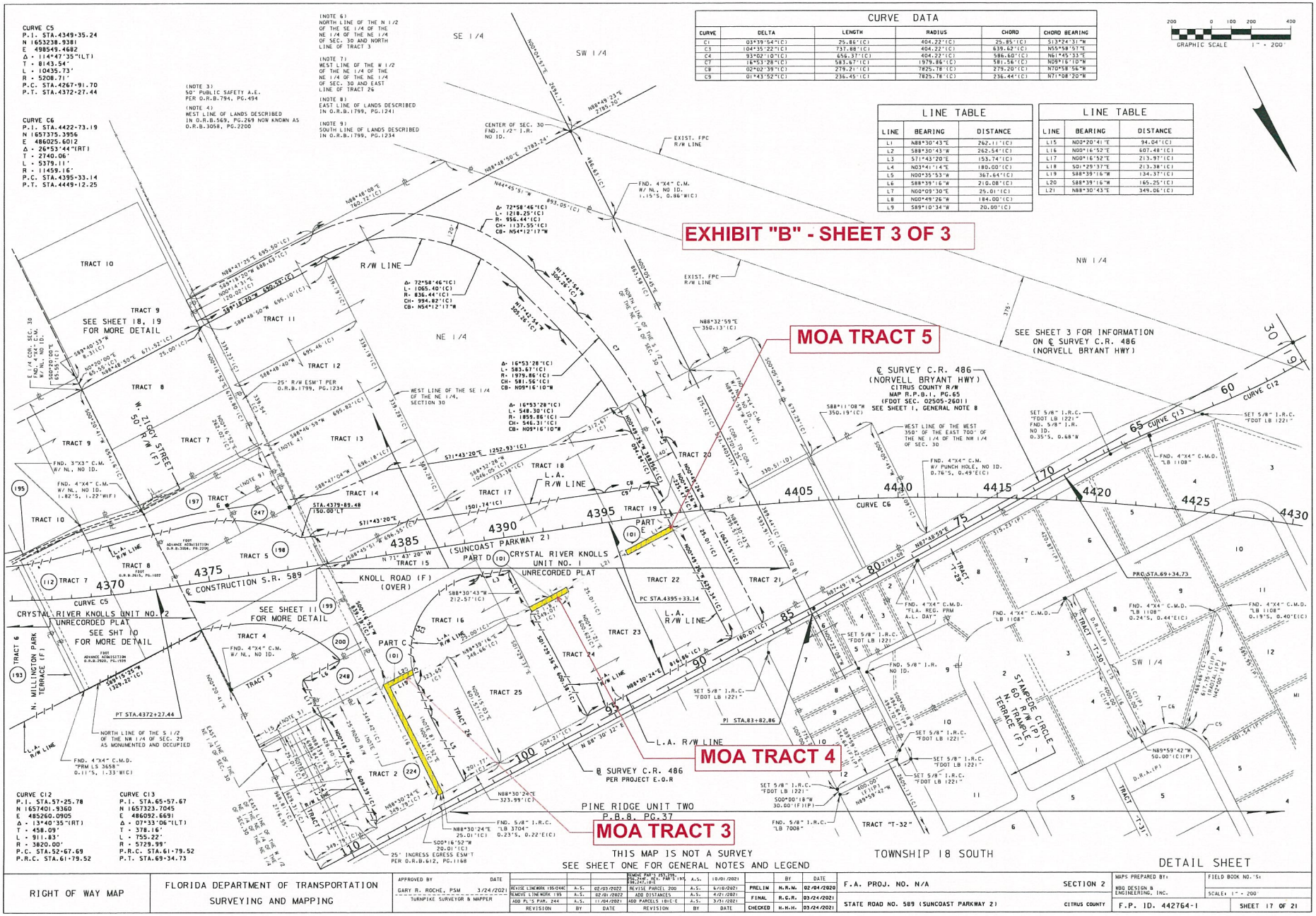
REVISION	BY	DATE	REVISION	BY	DATE
REVISE LINEWORK 195/C4C	A.S.	02/03/2022	REVISE PARCEL 200	A.S.	6/18/2021
REMOVE LINEWORK 195	A.S.	02/01/2022	ADD DISTANCES	A.S.	4/21/2021
ADD PI 'S PAR. 244	A.S.	11/04/2021	ADD PARCELS 101-E	A.S.	3/31/2021

	BY	DATE
PRELIM	N.R.W.	02/24/2020
FINAL	R.G.R.	03/24/2021
CHECKED	N.H.H.	03/24/2021



Attachment: 10c Supporting Docs Suncoast 2 MOA (20416 : Suncoast Parkway 2, Phase 2 – Memorandum of Agreement)


SECTION 32, TOWNSHIP 18 SOUTH, RANGE 18 EAST
EXHIBIT "B" - SHEET 2 OF 3
LINE TABLE
CURVE DATA
MOA TRACT 2
SHADY KNOLL ACRES
P.B.7, PG.88
SHADY KNOLL LANE SC R/W (P)
N. SHADY KNOLL PLACE
L.A. R/W LINE
R/W LINE
EXIST. R/W LINE
EXIST. FPC R/W LINE PER O.R.B.170, PG.30
CENTER OF SEC. 32 SET 5/8" I.R.C. "FDOT LB 122"
NW 1/4
NE 1/4
SW 1/4
SE 1/4
B SURVEY S.R. 44 (W. GULF TO LAKE HWY.) (UNDER) CITRUS COUNTY R/W MAP PROJ. NO. 87-1547
CONTINUED FROM SHEET 4
CONTINUED FROM SHEET 5
THIS MAP IS NOT A SURVEY
SEE SHEET ONE FOR GENERAL NOTES AND LEGEND
DETAIL SHEET
RIGHT OF WAY MAP
FLORIDA DEPARTMENT OF TRANSPORTATION
SURVEYING AND MAPPING
F.A. PROJ. NO. N/A
SECTION 2
STATE ROAD NO. 589 (SUNCOAST PARKWAY 2)
CITRUS COUNTY
F.P. ID. 442764-1
SHEET 14 OF 21



CURVE	DELTA	LENGTH	RADIUS	CHORD	CHORD BEARING
C1	03°39'54"(C)	25.85'(C)	404.22'(C)	25.85'(C)	S13°24'31"W
C3	104°35'22"(C)	737.88'(C)	404.22'(C)	639.62'(C)	N55°58'51"E
C4	93°02'10"(C)	656.37'(C)	404.22'(C)	586.60'(C)	N61°45'33"E
C7	16°53'28"(C)	583.67'(C)	1979.86'(C)	581.56'(C)	N09°16'10"W
C8	02°02'38"(C)	279.71'(C)	7825.78'(C)	279.70'(C)	N70°58'56"W
C9	01°43'52"(C)	236.45'(C)	7825.78'(C)	236.44'(C)	N71°08'20"W

LINE	BEARING	DISTANCE
L1	N88°30'43"E	262.11'(C)
L2	S88°30'43"W	262.54'(C)
L3	S71°43'20"E	153.74'(C)
L4	N03°41'14"E	180.00'(C)
L5	N00°35'53"W	367.64'(C)
L6	S88°39'16"W	210.08'(C)
L7	N00°09'30"E	25.01'(C)
L8	N00°49'26"W	184.00'(C)
L9	S89°10'34"W	20.00'(C)

LINE	BEARING	DISTANCE
L15	N00°20'41"E	94.04'(C)
L16	N00°16'52"E	607.48'(C)
L17	N00°16'52"E	213.97'(C)
L18	S01°29'37"E	213.38'(C)
L19	S88°39'16"W	134.37'(C)
L20	S88°39'16"W	165.25'(C)
L21	N88°30'43"E	349.06'(C)

REVISE LINEWORK 195/246	A.S.	02/03/2022	REMOVE PAR'S 253,254, 255,256,257 & REV. PAR'S 197, 252,258	A.S.	10/01/2021	PRELIM	H.R.W.	02/04/2020			
REMOVE LINEWORK 195	A.S.	02/01/2022	REVISE PARCEL 200	A.S.	6/10/2021	FINAL	R.G.R.	03/24/2021			
ADD PL'S PAR. 244	A.S.	11/04/2021	ADD DISTANCES	A.S.	4/21/2021	CHECKED	H.H.H.	03/24/2021			
			ADD PARCELS 181-E	A.S.	3/31/2021						

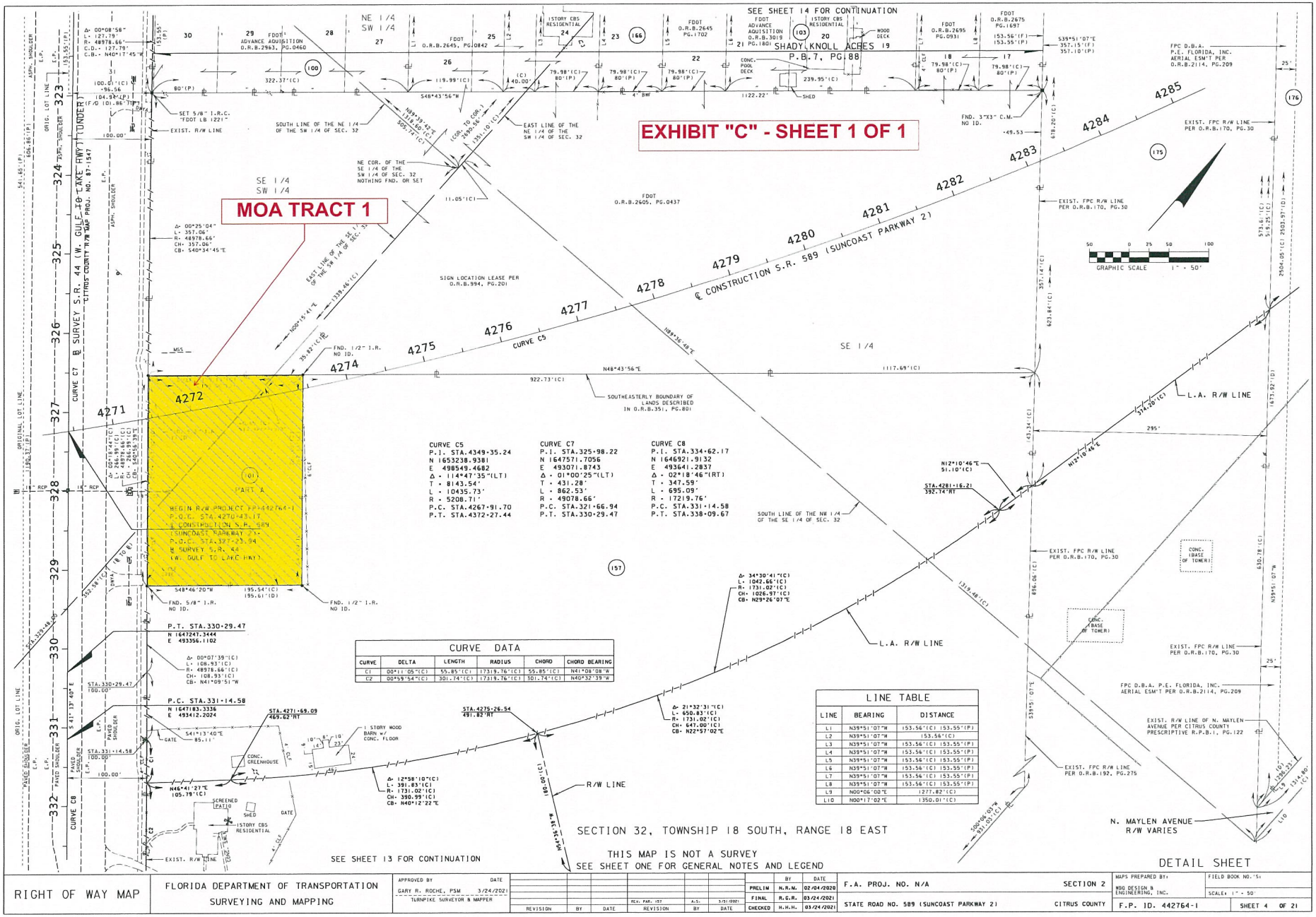
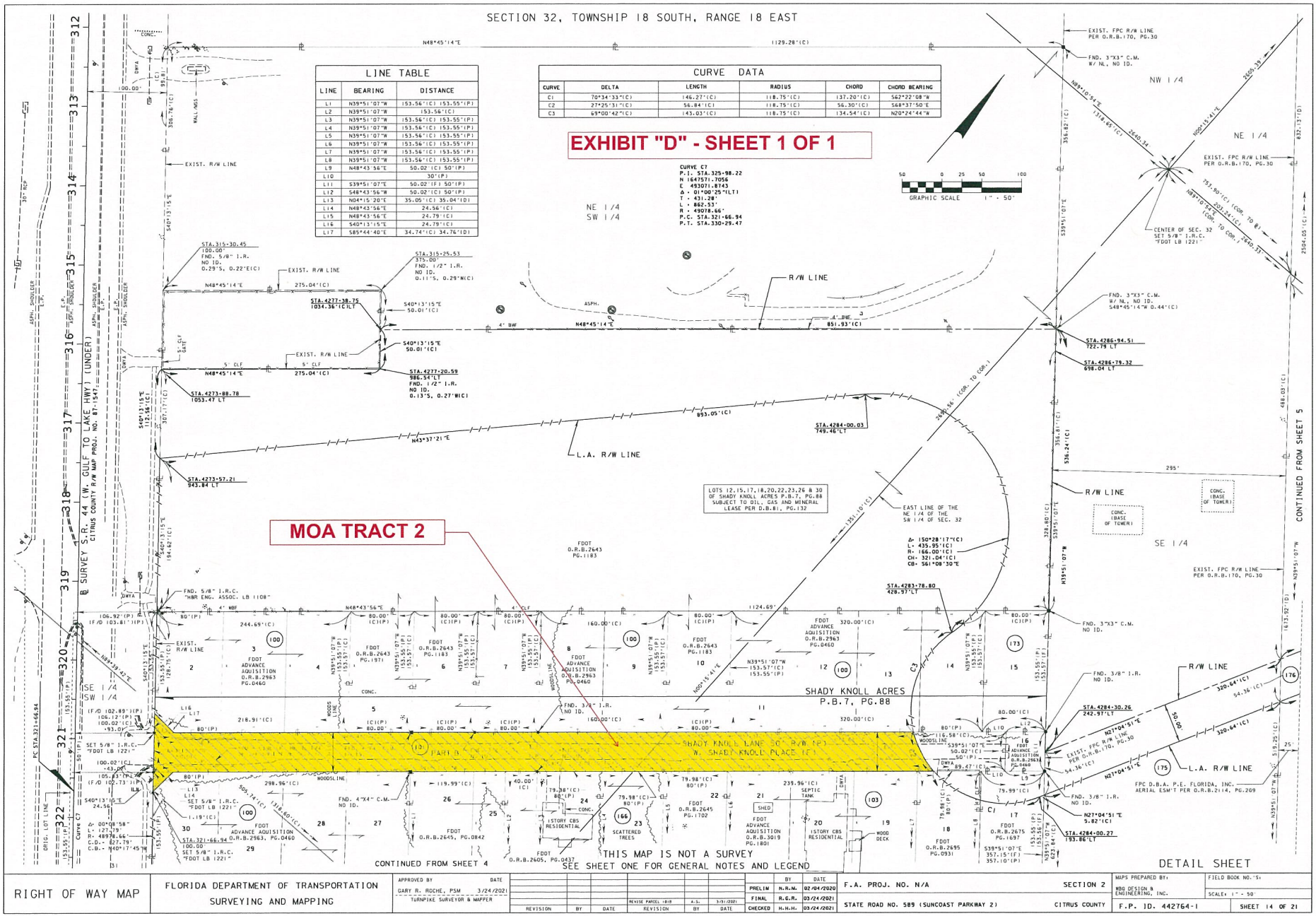
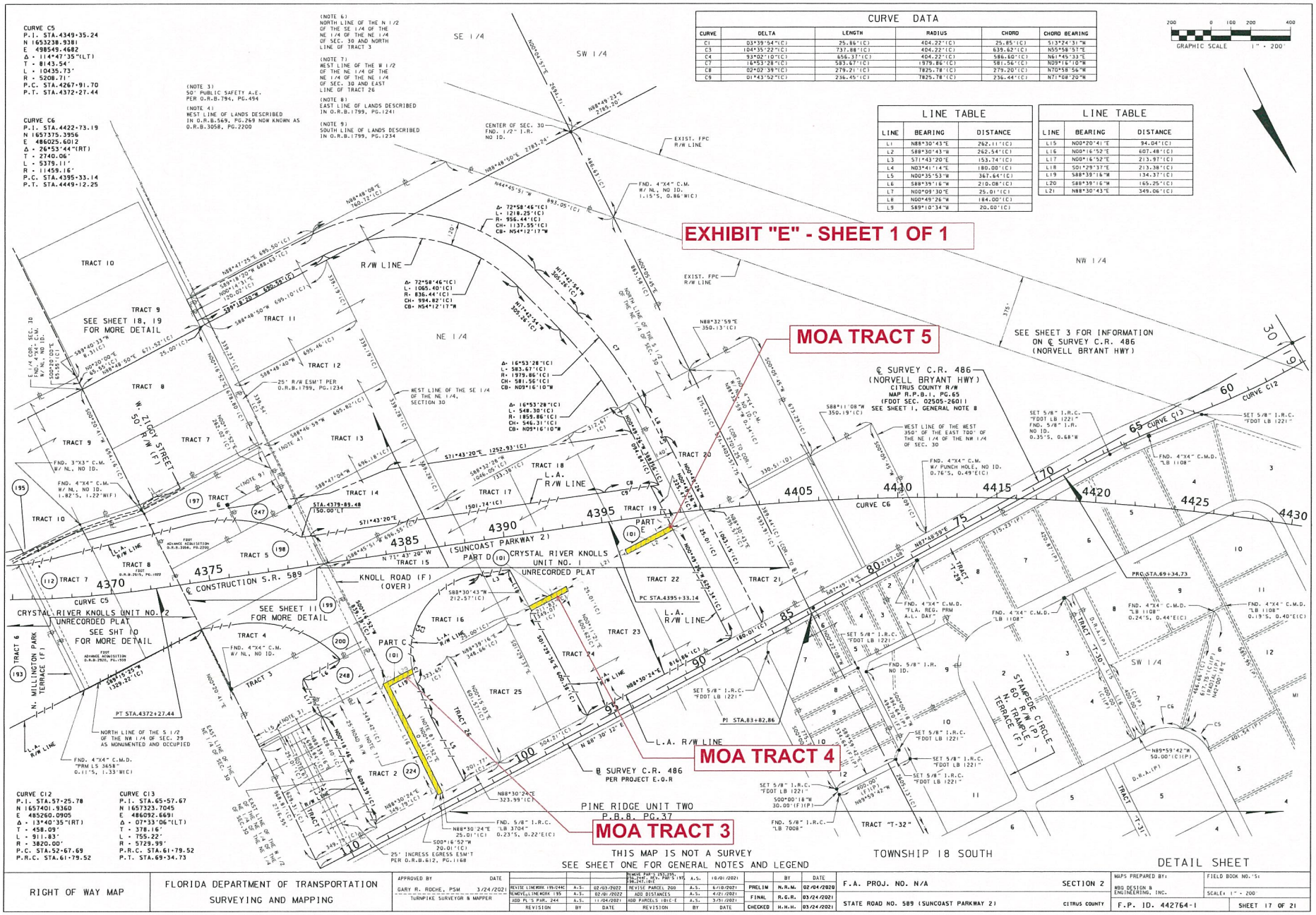


EXHIBIT "C" - SHEET 1 OF 1
MOA TRACT 1
SEE SHEET 14 FOR CONTINUATION
SHADY KNOLL ACRES
P.B. 7, PG. 88
SURVEY S.R. 44 (W. GULF TO LAKE HWY.)
CONSTRUCTION S.R. 589 (SUNCOAST PARKWAY 2)
SE 1/4
SW 1/4
NE 1/4
SW 1/4
PART A
BEGIN R/W PROJECT FP-442764-1
P.O.C. STA.427+43.17
℄ CONSTRUCTION S.R. 589
(SUNCOAST PARKWAY 2)
P.O.C. STA.327+23.94
℄ SURVEY S.R. 44
(W. GULF TO LAKE HWY.)
CURVE C5
P.I. STA.4349+35.24
N 1653238.9381
E 498549.4682
Δ = 114°47'35"(LT)
T = 8143.54'
L = 10435.73'
R = 5208.71'
P.C. STA.4267+91.70
P.T. STA.4372+27.44
CURVE C7
P.I. STA.325+98.22
N 1647571.7056
E 493071.8743
Δ = 01°00'25"(LT)
T = 431.28'
L = 862.53'
R = 49078.66'
P.C. STA.321+66.94
P.T. STA.330+29.47
CURVE C8
P.I. STA.334+62.17
N 1646921.9132
E 493641.2837
Δ = 02°18'46"(RT)
T = 347.59'
L = 695.09'
R = 17219.76'
P.C. STA.331+14.58
P.T. STA.338+09.67
CURVE DATA
CURVE | DELTA | LENGTH | RADIUS | CHORD | CHORD BEARING
C1 | 00°11'05"(C) | 55.85'(C) | 17319.76'(C) | 55.85'(C) | N41°08'08"W
C2 | 00°59'54"(C) | 301.74'(C) | 17319.76'(C) | 301.74'(C) | N40°32'39"W
LINE TABLE
LINE | BEARING | DISTANCE
L1 | N39°51'07"W | 153.56'(C) 153.55'(P)
L2 | N39°51'07"W | 153.56'(C)
L3 | N39°51'07"W | 153.56'(C) 153.55'(P)
L4 | N39°51'07"W | 153.56'(C) 153.55'(P)
L5 | N39°51'07"W | 153.56'(C) 153.55'(P)
L6 | N39°51'07"W | 153.56'(C) 153.55'(P)
L7 | N39°51'07"W | 153.56'(C) 153.55'(P)
L8 | N39°51'07"W | 153.56'(C) 153.55'(P)
L9 | N00°08'00"E | 1277.82'(C)
L10 | N00°17'02"E | 1350.01'(C)
SECTION 32, TOWNSHIP 18 SOUTH, RANGE 18 EAST
THIS MAP IS NOT A SURVEY
SEE SHEET ONE FOR GENERAL NOTES AND LEGEND
SEE SHEET 13 FOR CONTINUATION
DETAIL SHEET
N. MAYLEN AVENUE
R/W VARIES
L.A. R/W LINE
R/W LINE
EXIST. R/W LINE
EXIST. FPC R/W LINE PER O.R.B.170, PG.30
EXIST. FPC R/W LINE PER O.R.B.192, PG.275
FPC D.B.A. P.E. FLORIDA, INC. AERIAL ESM'T PER O.R.B.2114, PG.209
EXIST. R/W LINE OF N. MAYLEN AVENUE PER CITRUS COUNTY PRESCRIPTIVE R.P.B.1, PG.122
SIGN LOCATION LEASE PER O.R.B.994, PG.201
SOUTHEASTERLY BOUNDARY OF LANDS DESCRIBED IN O.R.B.351, PG.801
SOUTH LINE OF THE NW 1/4 OF THE SE 1/4 OF SEC. 32
EAST LINE OF THE NE 1/4 OF THE SW 1/4 OF SEC. 32
SOUTH LINE OF THE NE 1/4 OF THE SW 1/4 OF SEC. 32
NE COR. OF THE SE 1/4 OF THE SW 1/4 OF SEC. 32 NOTHING FND. OR SET
P.T. STA.330+29.47
N 1647243.3444
E 493356.1102
P.C. STA.331+14.58
N 1647183.3336
E 493412.2024
STA.427+69.09
469.62'RT
STA.4275+26.54
491.82'RT
GRAPHIC SCALE 1" = 50'
RIGHT OF WAY MAP
FLORIDA DEPARTMENT OF TRANSPORTATION
SURVEYING AND MAPPING
APPROVED BY GARY R. ROCHE, PSM TURNPIKE SURVEYOR & MAPPER DATE 3/24/2021
PRELIM N.R.W. 02/04/2020
FINAL R.G.R. 03/24/2021
CHECKED H.W.H. 03/24/2021
F.A. PROJ. NO. N/A
SECTION 2
STATE ROAD NO. 589 (SUNCOAST PARKWAY 2)
CITRUS COUNTY
MAPS PREPARED BY: NBG DESIGN & ENGINEERING, INC.
FIELD BOOK NO.'S:
SCALE: 1" = 50'
F.P. ID. 442764-1
SHEET 4 OF 21

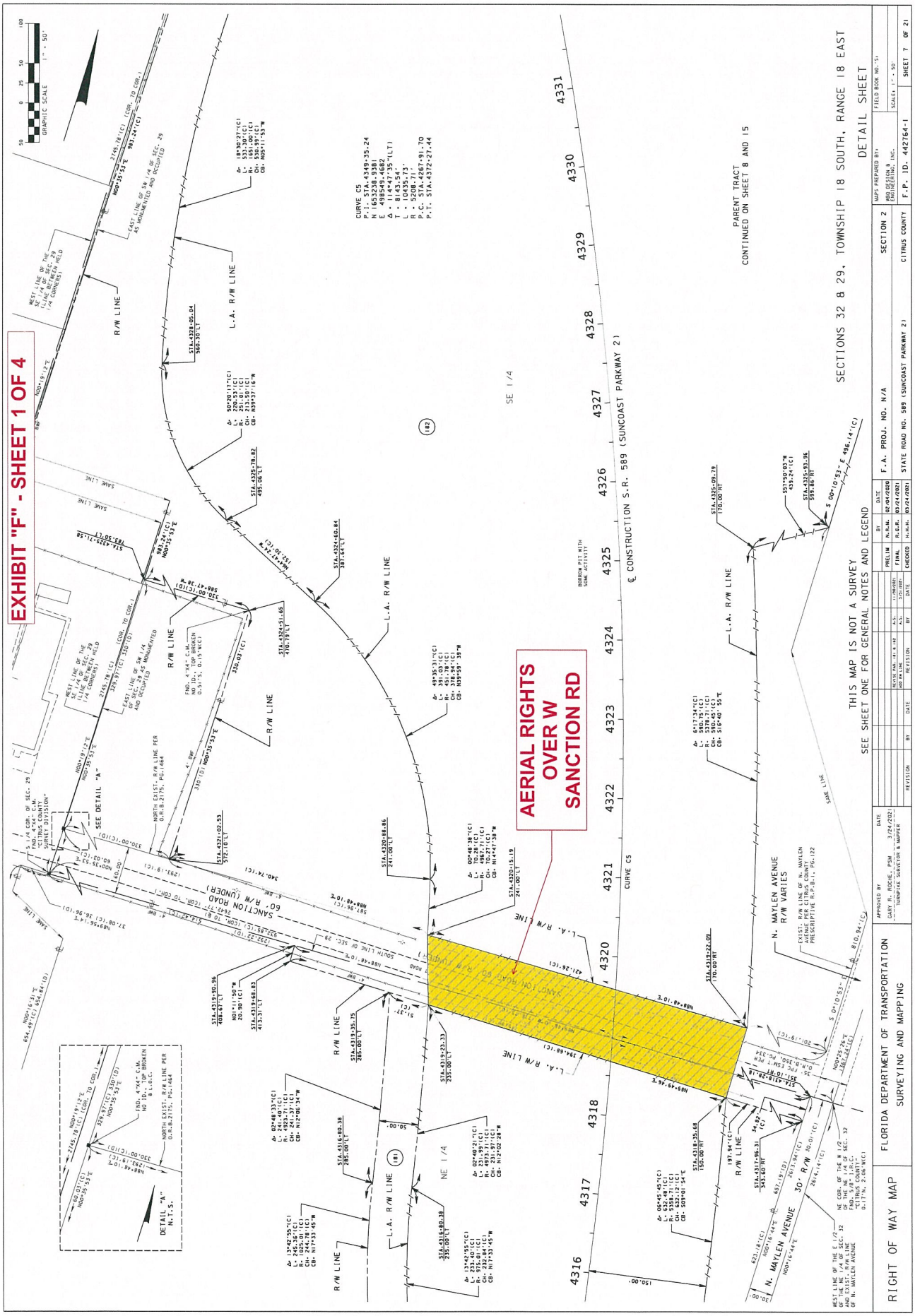

SECTION 32, TOWNSHIP 18 SOUTH, RANGE 18 EAST
EXHIBIT "D" - SHEET 1 OF 1
MOA TRACT 2
LINE TABLE
CURVE DATA
SURVEY S.R. 44 (W. GULF TO LAKE HWY.) (UNDER) CITRUS COUNTY R/W MAP PROJ. NO. 87-1547
SHADY KNOLL ACRES P.B.7, PG.88
SHADY KNOLL LANE 50' R/W (F)
W. SHADY KNOLL PLACE (F)
L.A. R/W LINE
R/W LINE
EXIST. R/W LINE
EXIST. FPC R/W LINE PER O.R.B.170, PG.30
CENTER OF SEC. 32 SET 5/8" I.R.C. "FDOT LB 122"
NW 1/4
NE 1/4
SW 1/4
SE 1/4
GRAPHIC SCALE 1" = 50'
CONTINUED FROM SHEET 4
CONTINUED FROM SHEET 5
THIS MAP IS NOT A SURVEY
SEE SHEET ONE FOR GENERAL NOTES AND LEGEND
DETAIL SHEET
RIGHT OF WAY MAP
FLORIDA DEPARTMENT OF TRANSPORTATION
SURVEYING AND MAPPING
F.A. PROJ. NO. N/A
SECTION 2
STATE ROAD NO. 589 (SUNCOAST PARKWAY 2)
CITRUS COUNTY
F.P. ID. 442764-1
SHEET 14 OF 21



CURVE	DELTA	LENGTH	RADIUS	CHORD	CHORD BEARING
C1	03°39'54"(C)	25.86'(C)	404.22'(C)	25.85'(C)	S13°24'31"W
C3	104°35'22"(C)	737.88'(C)	404.22'(C)	639.62'(C)	N55°58'57"E
C4	93°02'10"(C)	656.37'(C)	404.22'(C)	586.60'(C)	N61°45'33"E
C7	16°53'28"(C)	583.67'(C)	1979.86'(C)	581.56'(C)	N09°16'10"W
C8	02°02'39"(C)	279.21'(C)	7825.78'(C)	279.20'(C)	N70°58'56"W
C9	01°43'52"(C)	236.45'(C)	7825.78'(C)	236.44'(C)	N71°08'20"W

LINE	BEARING	DISTANCE
L1	N88°30'43"E	262.11'(C)
L2	S88°30'43"W	262.54'(C)
L3	S71°43'20"E	153.74'(C)
L4	N03°41'14"E	180.00'(C)
L5	N00°35'53"W	367.64'(C)
L6	S88°39'16"W	210.08'(C)
L7	N00°09'30"E	25.01'(C)
L8	N00°49'26"W	184.00'(C)
L9	S89°10'34"W	20.00'(C)

LINE	BEARING	DISTANCE
L15	N00°20'41"E	94.04'(C)
L16	N00°16'52"E	607.48'(C)
L17	N00°16'52"E	213.97'(C)
L18	S01°29'37"E	213.38'(C)
L19	S88°39'16"W	134.37'(C)
L20	S88°39'16"W	165.25'(C)
L21	N88°30'43"E	349.06'(C)



Attachment: 10c Supporting Docs Suncoast 2 MOA (20416 : Suncoast Parkway 2, Phase 2 – Memorandum of Agreement)

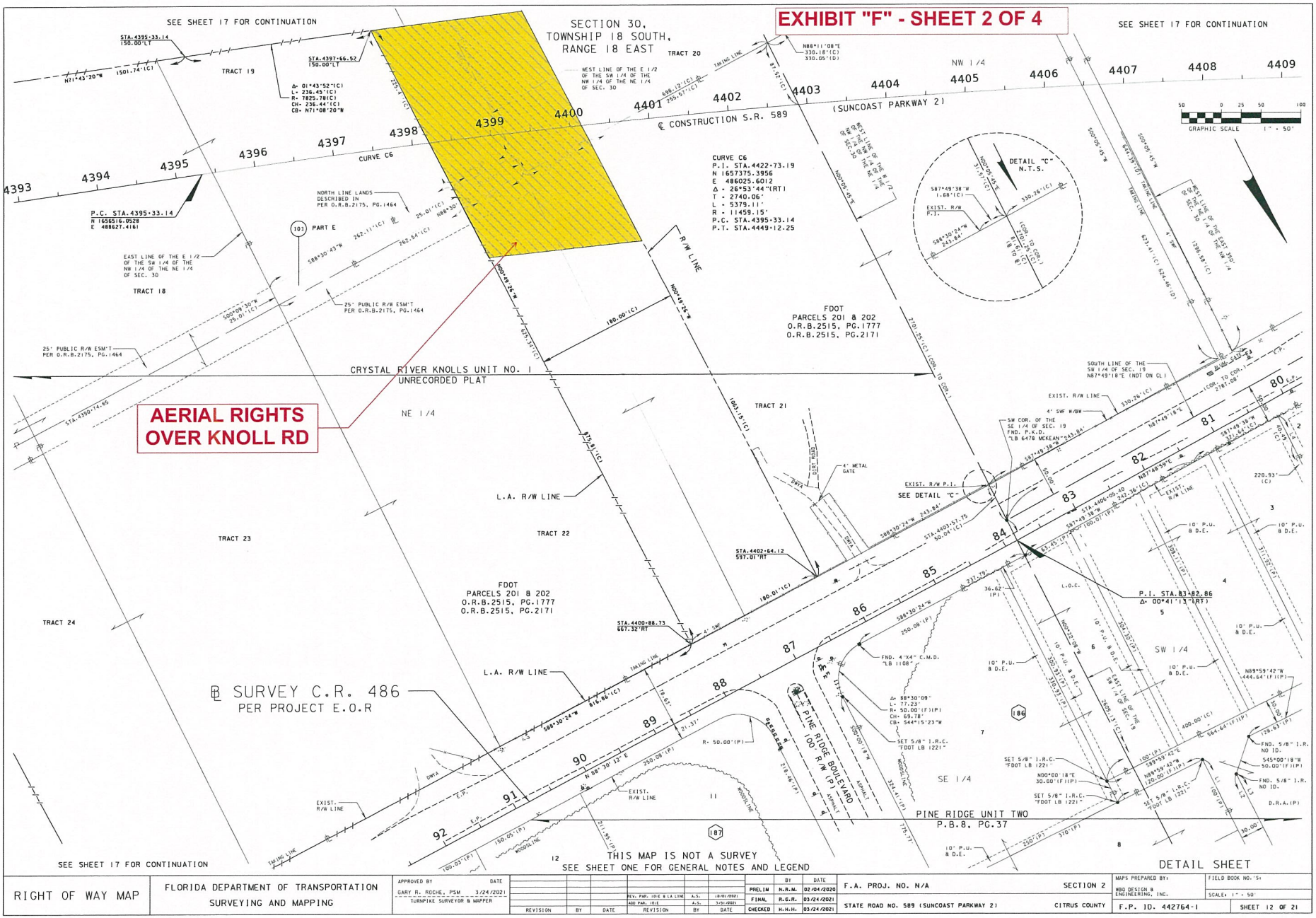


EXHIBIT "F" - SHEET 2 OF 4
SECTION 30, TOWNSHIP 18 SOUTH, RANGE 18 EAST
SEE SHEET 17 FOR CONTINUATION
SEE SHEET 17 FOR CONTINUATION
SEE SHEET 17 FOR CONTINUATION
(SUNCOAST PARKWAY 2)
℄ CONSTRUCTION S.R. 589
CURVE C6
P.I. STA.4422+73.19
N 1657375.3956
E 486025.6012
Δ = 26°53'44"(RT)
T = 2740.06'
L = 5379.11'
R = 11459.15'
P.C. STA.4395+33.14
P.T. STA.4449+12.25
P.C. STA.4395+33.14
N 1655616.0528
E 488627.4161
DETAIL "C" N.T.S.
GRAPHIC SCALE 1" = 50'
AERIAL RIGHTS OVER KNOLL RD
CRYSTAL RIVER KNOLLS UNIT NO. 1
UNRECORDED PLAT
FDOT PARCELS 201 & 202 O.R.B.2515, PG.1777 O.R.B.2515, PG.2171
L.A. R/W LINE
℄ SURVEY C.R. 486
PER PROJECT E.O.R
PINE RIDGE BOULEVARD 100' R/W (P)
PINE RIDGE UNIT TWO P.B.8, PG.37
P.I. STA.83+82.86 Δ= 00°41'13"(RT)
TRACT 18
TRACT 19
TRACT 20
TRACT 21
TRACT 22
TRACT 23
TRACT 24
NE 1/4
NW 1/4
SW 1/4
SE 1/4
THIS MAP IS NOT A SURVEY
SEE SHEET ONE FOR GENERAL NOTES AND LEGEND
DETAIL SHEET
RIGHT OF WAY MAP
FLORIDA DEPARTMENT OF TRANSPORTATION
SURVEYING AND MAPPING
F.A. PROJ. NO. N/A
SECTION 2
STATE ROAD NO. 589 (SUNCOAST PARKWAY 2)
CITRUS COUNTY
F.P. ID. 442764-1
SHEET 12 OF 21

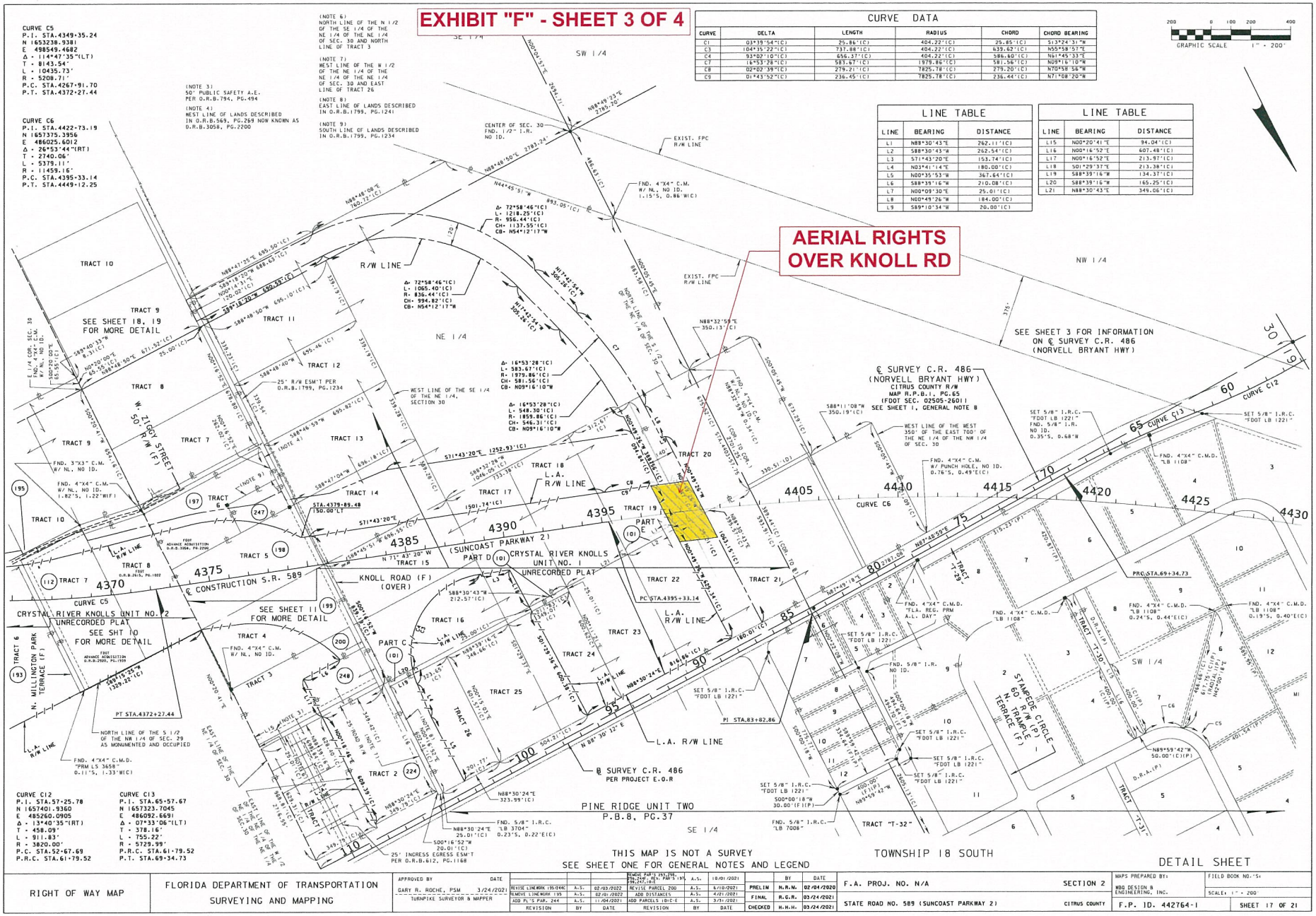


EXHIBIT "F" - SHEET 3 OF 4
AERIAL RIGHTS OVER KNOLL RD
CURVE DATA
LINE TABLE
LINE TABLE
CURVE C5
CURVE C6
CURVE C12
CURVE C13
SEE SHEET 3 FOR INFORMATION ON ℄ SURVEY C.R. 486 (NORVELL BRYANT HWY)
℄ SURVEY C.R. 486 (NORVELL BRYANT HWY)
CITRUS COUNTY R/W
MAP R.P.B.1, PG.65
(FDOT SEC. 02505-2601)
SEE SHEET 1, GENERAL NOTE 8
℄ CONSTRUCTION S.R. 589
(SUNCOAST PARKWAY 2)
PART D
CRYSTAL RIVER KNOLLS UNIT NO. 1
UNRECORDED PLAT
KNOLL ROAD (F)
(OVER)
CRYSTAL RIVER KNOLLS UNIT NO. 2
UNRECORDED PLAT
SEE SHT 10 FOR MORE DETAIL
SEE SHEET 11 FOR MORE DETAIL
SEE SHEET 18, 19 FOR MORE DETAIL
W 50' CITRUS R/W (F) STREET
N. MILLINGTON PARK TERRACE (F)
STAMPEDE CIRCLE (P)
60' R/W (P)
N. TRAMPLE (P) TERRACE (F)
PINE RIDGE UNIT TWO
P.B.8, PG.37
℄ SURVEY C.R. 486
PER PROJECT E.O.R
L.A. R/W LINE
EXIST. FPC R/W LINE
R/W LINE
WEST LINE OF THE SE 1/4 OF THE NE 1/4, SECTION 30
25' INGRESS EGRESS ESM'T PER O.R.B.612, PG.1168
25' R/W ESM'T PER O.R.B.1799, PG.1234
PT STA.4372+27.44
PC STA.4395+33.14
PRC STA.69+34.73
PI STA.83+82.86
STA.4379+89.48
150.00'LT
THIS MAP IS NOT A SURVEY
SEE SHEET ONE FOR GENERAL NOTES AND LEGEND
TOWNSHIP 18 SOUTH
DETAIL SHEET
RIGHT OF WAY MAP
FLORIDA DEPARTMENT OF TRANSPORTATION
SURVEYING AND MAPPING
GARY R. ROCHE, PSM
TURNPIKE SURVEYOR & MAPPER
3/24/2021
F.A. PROJ. NO. N/A
SECTION 2
STATE ROAD NO. 589 (SUNCOAST PARKWAY 2)
CITRUS COUNTY
F.P. ID. 442764-1
SHEET 17 OF 21
GRAPHIC SCALE
1" = 200'

PROJECT CONTROLS

CONTEXT CLASSIFICATION

( ) C1 : NATURAL
(X) C2 : RURAL
( ) C2T : RURAL TOWN
( ) C3R : SUBURBAN RES.
( ) N/A : LA FACILITY
( ) C3C : SUBURBAN COMM.
( ) C4 : URBAN GENERAL
( ) C5 : URBAN CENTER
( ) C6 : URBAN CORE

FUNCTIONAL CLASSIFICATION

( ) INTERSTATE
( ) FREEWAY/EXPWY.
( ) PRINCIPAL ARTERIAL
( ) MINOR ARTERIAL
( ) MAJOR COLLECTOR
( ) MINOR COLLECTOR
(X) LOCAL

HIGHWAY SYSTEM

( ) NATIONAL HIGHWAY SYSTEM
( ) STRATEGIC INTERMODAL SYSTEM
( ) STATE HIGHWAY SYSTEM
(X) OFF-STATE HIGHWAY SYSTEM

ACCESS CLASSIFICATION

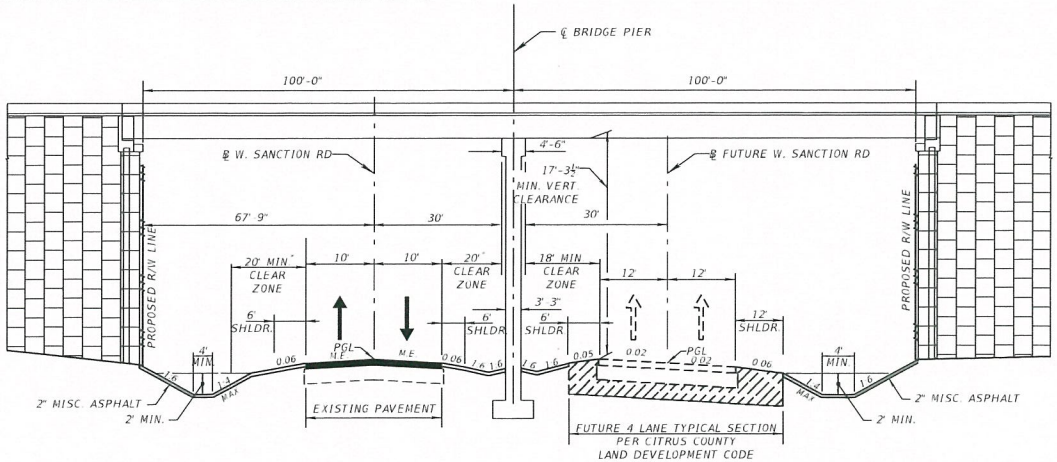
( ) 1 - FREEWAY
( ) 2 - RESTRICTIVE w/Service Roads
( ) 3 - RESTRICTIVE w/660 ft. Connection Spacing
( ) 4 - NON-RESTRICTIVE w/2640 ft. Signal Spacing
( ) 5 - RESTRICTIVE w/440 ft. Connection Spacing
( ) 6 - NON-RESTRICTIVE w/1320 ft. Signal Spacing
( ) 7 - BOTH MEDIAN TYPES

CRITERIA

( ) NEW CONSTRUCTION / RECONSTRUCTION
( ) RESURFACING (LA FACILITIES)
(X) RRR (ARTERIALS & COLLECTORS)

POTENTIAL EXCEPTIONS AND VARIATIONS RELATED TO TYPICAL SECTION:

TYPICAL SECTION No. 9



* ADDITIONAL 2' TO ALLOW FOR FUTURE WIDENING OF EXISTING PAVEMENT TO MATCH THE FUTURE WESTBOUND LANES

TYPICAL SECTION NO. 9
W. SANCTION ROAD UNDER
SR 589 - SUNCOAST PARKWAY 2
STA. 24+71 TO STA. 26+68

DESIGN SPEED = 40 MPH
POSTED SPEED = 30 MPH

EXHIBIT "F" - SHEET 4 OF 4

FINANCIAL PROJECT ID	SHEET NO.
442764-1-52-01	10

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G15 23.004, F.A.C.

2/3/2022 2:37:21 PM
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Attachment: 10c Supporting Docs Suncoast 2 MOA (20416 : Suncoast Parkway 2, Phase 2 – Memorandum of Agreement)

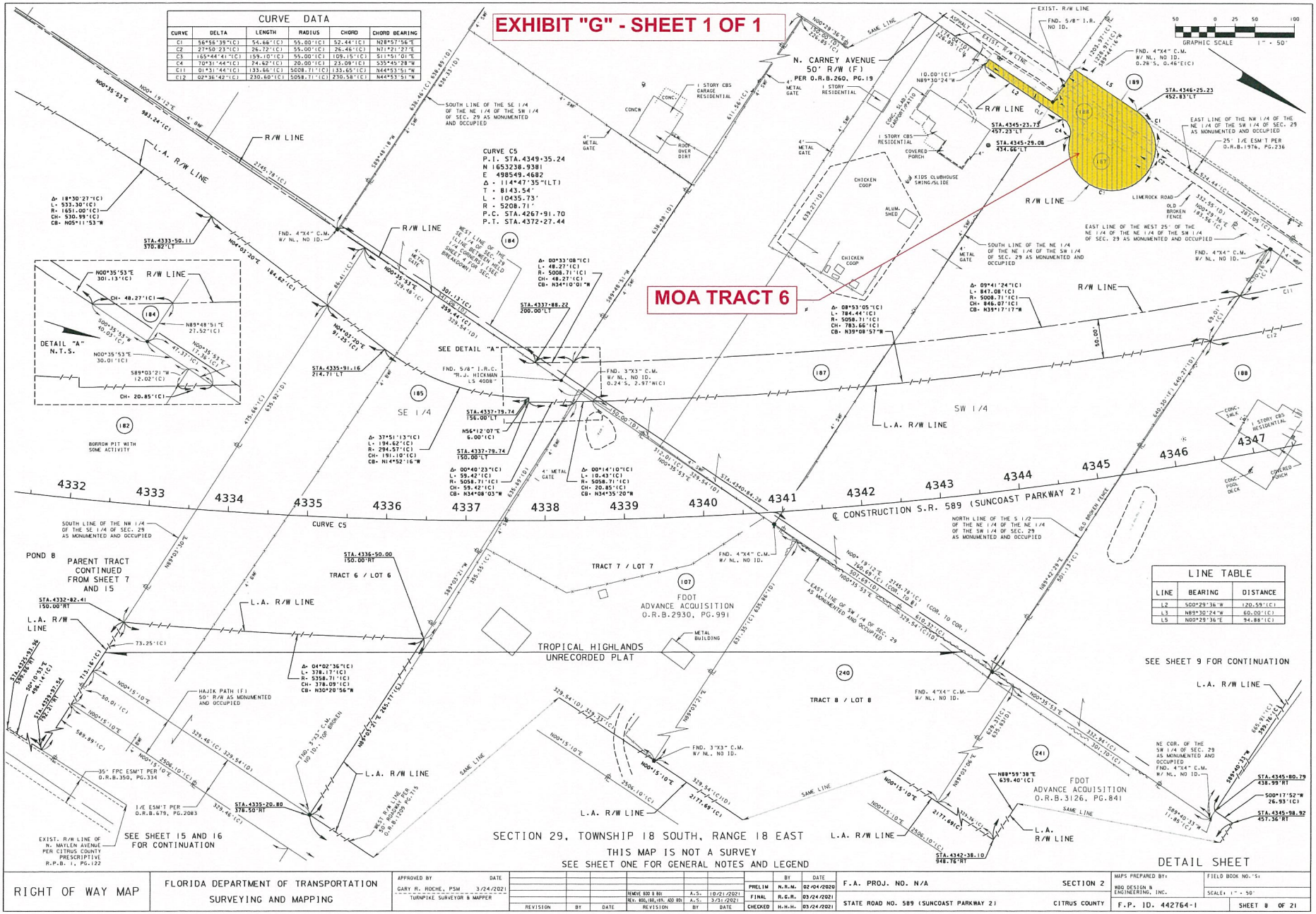


EXHIBIT "G" - SHEET 1 OF 1
MOA TRACT 6
CURVE DATA
CURVE | DELTA | LENGTH | RADIUS | CHORD | CHORD BEARING
C1 | 56°56'39"(C) | 54.66'(C) | 55.00'(C) | 52.44'(C) | N28°57'56"E
C2 | 27°50'23"(C) | 26.72'(C) | 55.00'(C) | 26.46'(C) | N71°21'27"E
C3 | 165°44'41"(C) | 159.10'(C) | 55.00'(C) | 109.15'(C) | S11°51'01"E
C4 | 70°31'44"(C) | 74.62'(C) | 20.00'(C) | 23.09'(C) | S35°45'28"W
C11 | 01°31'44"(C) | 133.66'(C) | 5008.71'(C) | 133.65'(C) | N44°53'51"W
C12 | 02°36'42"(C) | 230.60'(C) | 5058.71'(C) | 230.58'(C) | N44°53'51"W
CURVE C5
P.I. STA.4349+35.24
N 1653238.9381
E 498549.4682
Δ = 114°47'35"(LT)
T = 8143.54'
L = 10435.73'
R = 5208.71'
P.C. STA.4267+91.70
P.T. STA.4372+27.44
N. CARNEY AVENUE
50' R/W (F)
PER O.R.B.260, PG.19
R/W LINE
L.A. R/W LINE
SOUTH LINE OF THE SE 1/4 OF THE NE 1/4 OF THE SW 1/4 OF SEC. 29 AS MONUMENTED AND OCCUPIED
EAST LINE OF THE NW 1/4 OF THE NE 1/4 OF THE SW 1/4 OF SEC. 29 AS MONUMENTED AND OCCUPIED
EAST LINE OF THE WEST 25' OF THE NE 1/4 OF THE NE 1/4 OF THE SW 1/4 OF SEC. 29 AS MONUMENTED AND OCCUPIED
SOUTH LINE OF THE NE 1/4 OF THE NE 1/4 OF THE SW 1/4 OF SEC. 29 AS MONUMENTED AND OCCUPIED
DETAIL "A" N.T.S.
SEE DETAIL "A"
SE 1/4
SW 1/4
BORROW PIT WITH SOME ACTIVITY
CONSTRUCTION S.R. 589 (SUNCOAST PARKWAY 2)
CURVE C5
SOUTH LINE OF THE NW 1/4 OF THE SE 1/4 OF SEC. 29 AS MONUMENTED AND OCCUPIED
NORTH LINE OF THE S 1/2 OF THE NE 1/4 OF THE SW 1/4 OF SEC. 29 AS MONUMENTED AND OCCUPIED
POND B
PARENT TRACT CONTINUED FROM SHEET 7 AND 15
TRACT 6 / LOT 6
TRACT 7 / LOT 7
TRACT 8 / LOT 8
FDOT ADVANCE ACQUISITION O.R.B.2930, PG.991
FDOT ADVANCE ACQUISITION O.R.B.3126, PG.841
TROPICAL HIGHLANDS UNRECORDED PLAT
HAJIK PATH (F) 50' R/W AS MONUMENTED AND OCCUPIED
I/E ESM'T PER O.R.B.679, PG.2083
35' FPC ESM'T PER O.R.B.350, PG.334
25' I/E ESM'T PER O.R.B.1976, PG.236
EXIST. R/W LINE OF N. MAYLEN AVENUE PER CITRUS COUNTY PRESCRIPTIVE R.P.B. 1, PG.122
SEE SHEET 15 AND 16 FOR CONTINUATION
SEE SHEET 9 FOR CONTINUATION
LINE TABLE
LINE | BEARING | DISTANCE
L2 | S00°29'36"W | 120.59'(C)
L3 | N89°30'24"W | 60.00'(C)
L5 | N00°29'36"E | 94.88'(C)
SECTION 29, TOWNSHIP 18 SOUTH, RANGE 18 EAST
THIS MAP IS NOT A SURVEY
SEE SHEET ONE FOR GENERAL NOTES AND LEGEND
DETAIL SHEET
RIGHT OF WAY MAP
FLORIDA DEPARTMENT OF TRANSPORTATION
SURVEYING AND MAPPING
APPROVED BY DATE
GARY R. ROCHE, PSM 3/24/2021
TURNPIKE SURVEYOR & MAPPER
PRELIM N.R.N. 02/04/2020
FINAL R.G.R. 03/24/2021
CHECKED H.H.H. 03/24/2021
F.A. PROJ. NO. N/A
SECTION 2
STATE ROAD NO. 589 (SUNCOAST PARKWAY 2)
CITRUS COUNTY
F.P. ID. 442764-1
MAPS PREPARED BY: WBQ DESIGN & ENGINEERING, INC.
FIELD BOOK NO.'S:
SCALE: 1" = 50'
SHEET 8 OF 21

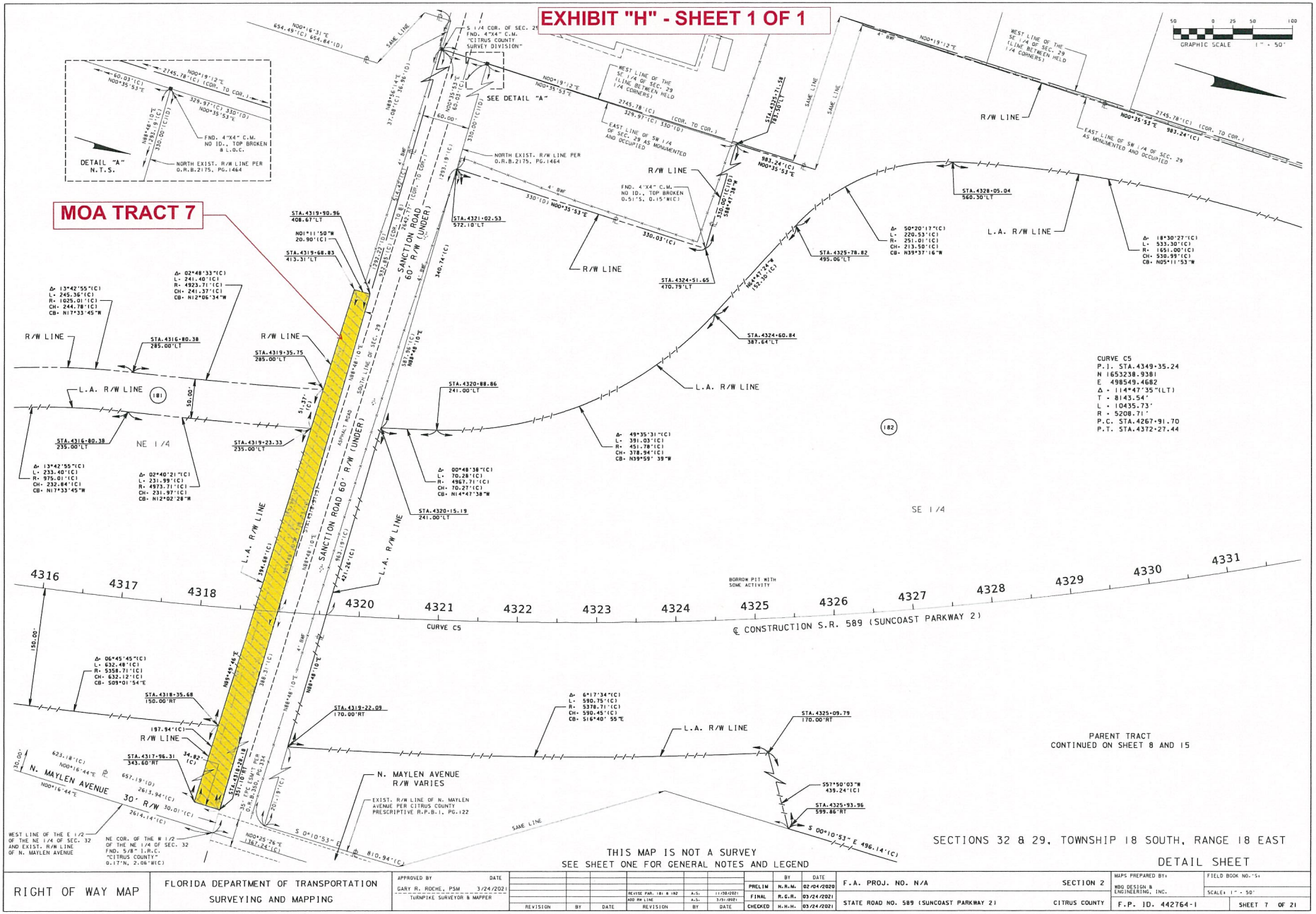
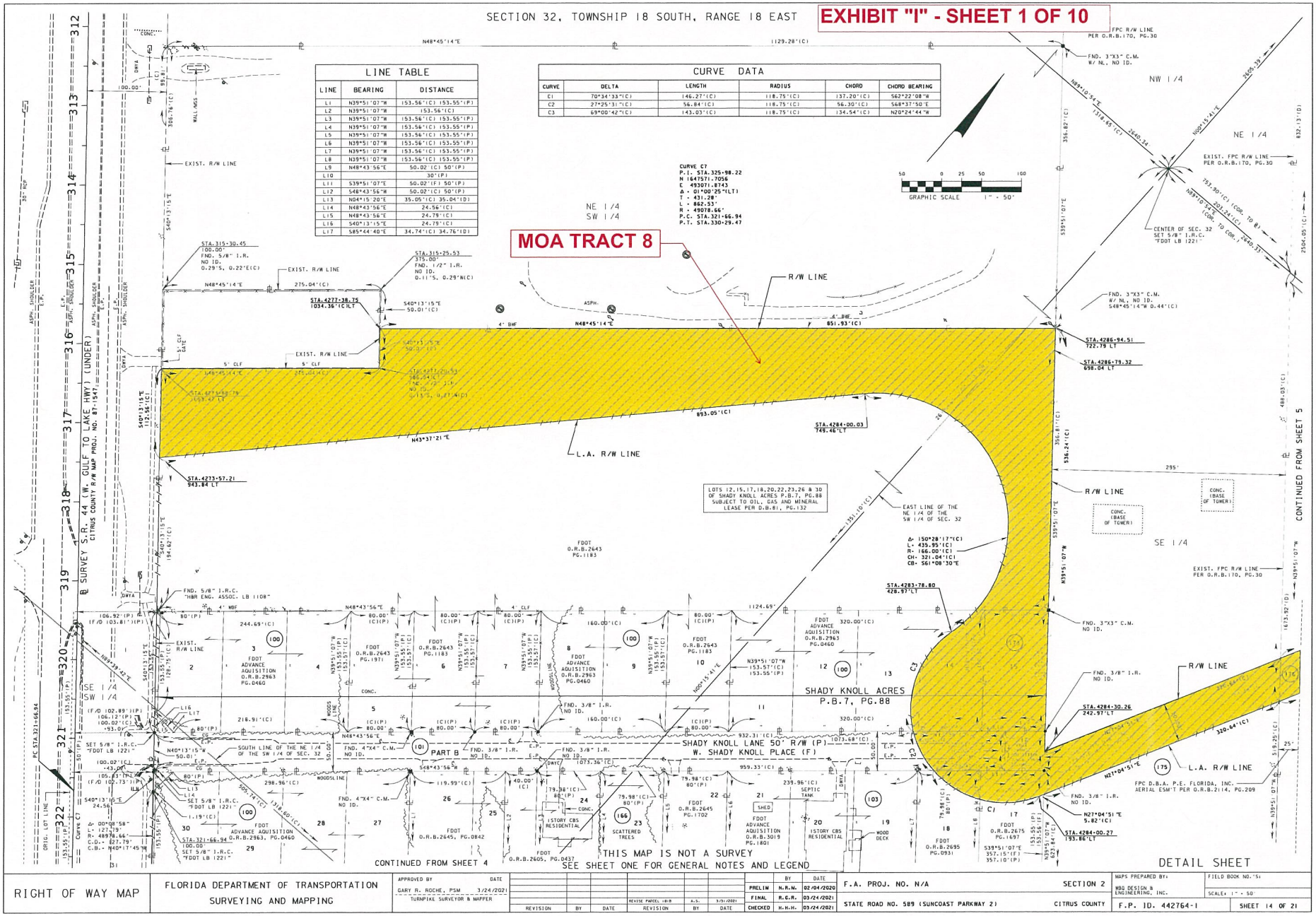


EXHIBIT "H" - SHEET 1 OF 1
MOA TRACT 7
SANCTION ROAD 60' R/W (UNDER)
CONSTRUCTION S.R. 589 (SUNCOAST PARKWAY 2)
CURVE C5
P.I. STA.4349+35.24
N 1653238.9381
E 498549.4682
Δ = 114°47'35"(LT)
T = 8143.54'
L = 10435.73'
R = 5208.71'
P.C. STA.4267+91.70
P.T. STA.4372+27.44
N. MAYLEN AVENUE
30' R/W
N. MAYLEN AVENUE R/W VARIES
L.A. R/W LINE
R/W LINE
NE 1/4
SE 1/4
PARENT TRACT
CONTINUED ON SHEET 8 AND 15
THIS MAP IS NOT A SURVEY
SEE SHEET ONE FOR GENERAL NOTES AND LEGEND
SECTIONS 32 & 29, TOWNSHIP 18 SOUTH, RANGE 18 EAST
DETAIL SHEET
RIGHT OF WAY MAP
FLORIDA DEPARTMENT OF TRANSPORTATION
SURVEYING AND MAPPING
F.A. PROJ. NO. N/A
SECTION 2
STATE ROAD NO. 589 (SUNCOAST PARKWAY 2)
CITRUS COUNTY
F.P. ID. 442764-1
SHEET 7 OF 21


SECTION 32, TOWNSHIP 18 SOUTH, RANGE 18 EAST
EXHIBIT "I" - SHEET 1 OF 10
MOA TRACT 8
LINE TABLE
CURVE DATA
SURVEY S.R. 44 (W. GULF TO LAKE HWY) (UNDER) CITRUS COUNTY R/W MAP PROJ. NO. 87-1547
SHADY KNOLL ACRES P.B.7, PG.88
SHADY KNOLL LANE 50' R/W (P)
W. SHADY KNOLL PLACE (F)
PART B
L.A. R/W LINE
R/W LINE
EXIST. R/W LINE
EXIST. FPC R/W LINE PER O.R.B.170, PG.30
CENTER OF SEC. 32 SET 5/8" I.R.C. "FDOT LB 122"
NW 1/4
NE 1/4
SW 1/4
SE 1/4
LOTS 12,15,17,18,20,22,23,26 & 30 OF SHADY KNOLL ACRES P.B.7, PG.88 SUBJECT TO OIL, GAS AND MINERAL LEASE PER D.B.81, PG.132
EAST LINE OF THE NE 1/4 OF THE SW 1/4 OF SEC. 32
SOUTH LINE OF THE NE 1/4 OF THE SW 1/4 OF SEC. 32
CONTINUED FROM SHEET 4
CONTINUED FROM SHEET 5
THIS MAP IS NOT A SURVEY
SEE SHEET ONE FOR GENERAL NOTES AND LEGEND
DETAIL SHEET
RIGHT OF WAY MAP
FLORIDA DEPARTMENT OF TRANSPORTATION
SURVEYING AND MAPPING
F.A. PROJ. NO. N/A
SECTION 2
STATE ROAD NO. 589 (SUNCOAST PARKWAY 2)
CITRUS COUNTY
F.P. ID. 442764-1
SHEET 14 OF 21

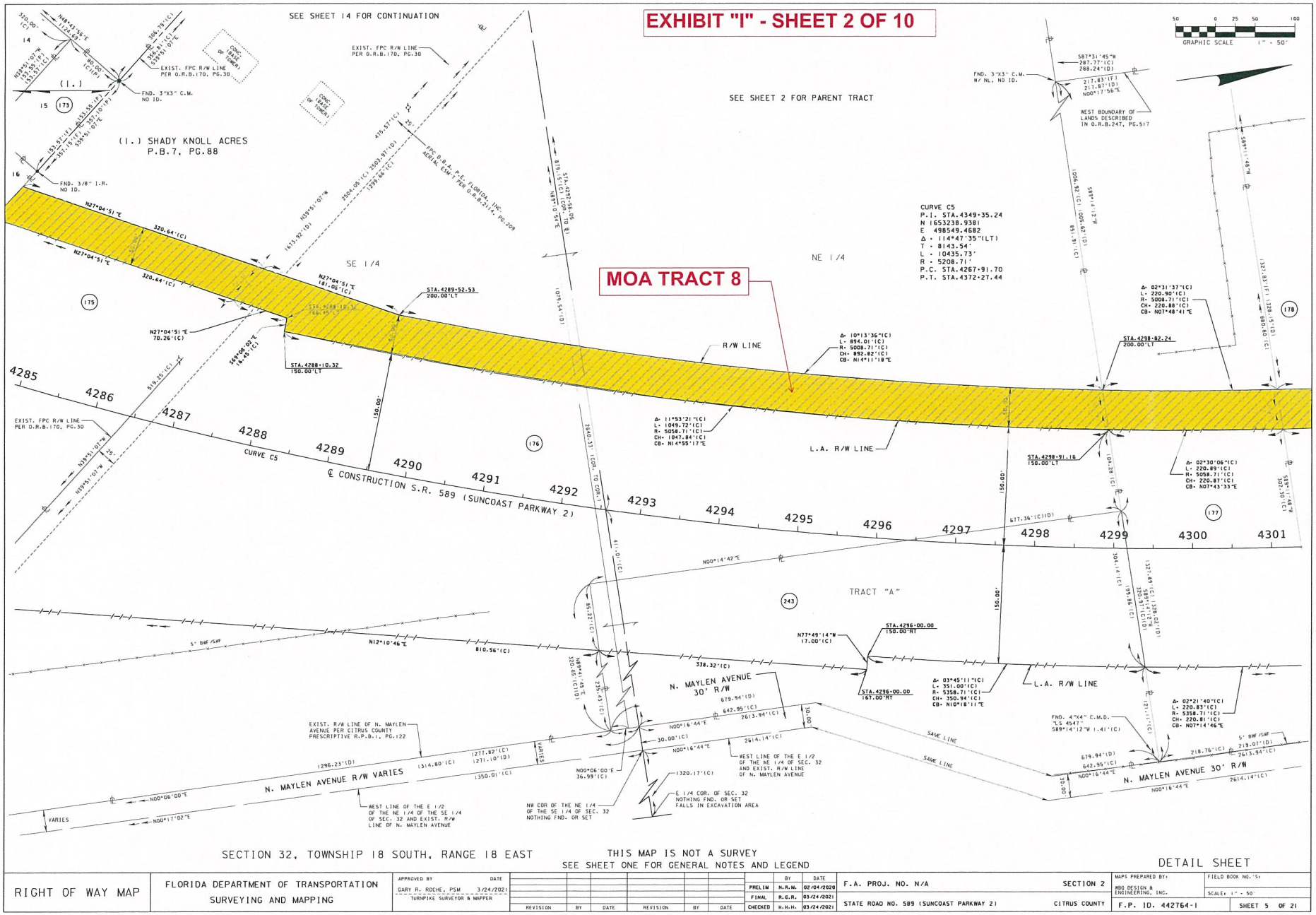
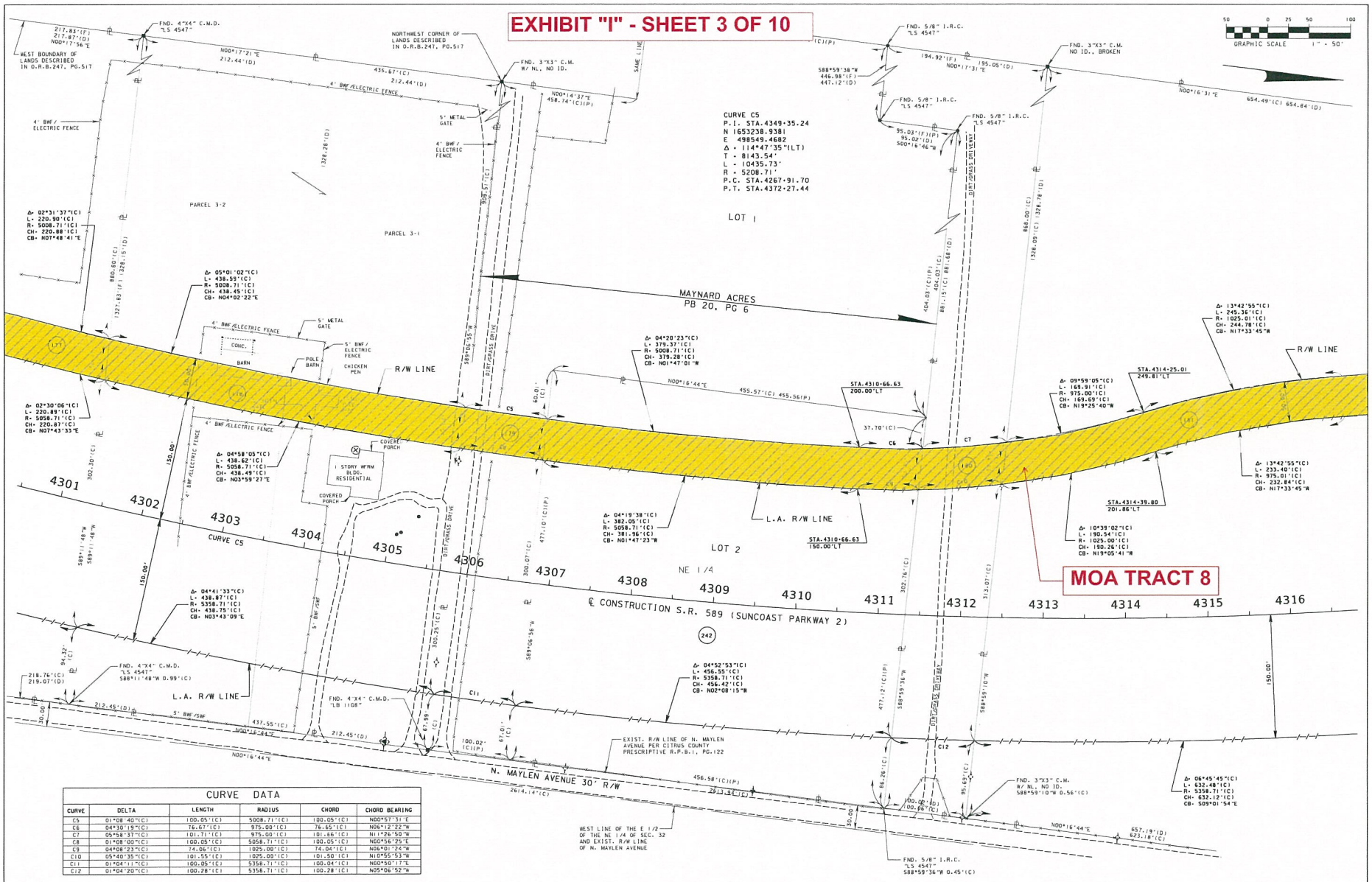


EXHIBIT "I" - SHEET 2 OF 10
SEE SHEET 14 FOR CONTINUATION
SEE SHEET 2 FOR PARENT TRACT
MOA TRACT 8
(I.) SHADY KNOLL ACRES
P.B.7, PG.88
SE 1/4
NE 1/4
CURVE C5
P.I. STA.4349+35.24
N 1653238.9381
E 498549.4682
Δ = 114°47'35"(LT)
T = 8143.54'
L = 10435.73'
R = 5208.71'
P.C. STA.4267+91.70
P.T. STA.4372+27.44
R/W LINE
L.A. R/W LINE
CURVE C5
℄ CONSTRUCTION S.R. 589 (SUNCOAST PARKWAY 2)
TRACT "A"
N. MAYLEN AVENUE 30' R/W
N. MAYLEN AVENUE R/W VARIES
EXIST. FPC R/W LINE PER O.R.B.170, PG.30
EXIST. R/W LINE OF N. MAYLEN AVENUE PER CITRUS COUNTY PRESCRIPTIVE R.P.B.1, PG.122
WEST LINE OF THE E 1/2 OF THE NE 1/4 OF THE SE 1/4 OF SEC. 32 AND EXIST. R/W LINE OF N. MAYLEN AVENUE
WEST LINE OF THE E 1/2 OF THE NE 1/4 OF SEC. 32 AND EXIST. R/W LINE OF N. MAYLEN AVENUE
NW COR OF THE NE 1/4 OF THE SE 1/4 OF SEC. 32 NOTHING FND. OR SET
E 1/4 COR. OF SEC. 32 NOTHING FND. OR SET FALLS IN EXCAVATION AREA
WEST BOUNDARY OF LANDS DESCRIBED IN O.R.B.247, PG.517
SAME LINE
SAME LINE
GRAPHIC SCALE 1" = 50'
SECTION 32, TOWNSHIP 18 SOUTH, RANGE 18 EAST
THIS MAP IS NOT A SURVEY
SEE SHEET ONE FOR GENERAL NOTES AND LEGEND
DETAIL SHEET
RIGHT OF WAY MAP
FLORIDA DEPARTMENT OF TRANSPORTATION
SURVEYING AND MAPPING
GARY R. ROCHE, PSM 3/24/2021
TURNPIKE SURVEYOR & MAPPER
PRELIM N.R.M. 02/04/2020
FINAL R.G.R. 03/24/2021
CHECKED H.H.H. 03/24/2021
F.A. PROJ. NO. N/A
SECTION 2
STATE ROAD NO. 589 (SUNCOAST PARKWAY 2)
CITRUS COUNTY
MAPS PREPARED BY: MBG DESIGN & ENGINEERING, INC.
F.P. ID. 442764-1
SHEET 5 OF 21

EXHIBIT "I" - SHEET 3 OF 10



CURVE DATA					
CURVE	DELTA	LENGTH	RADIUS	CHORD	CHORD BEARING
C5	01°08'40"(C)	100.05'(C)	5008.71'(C)	100.05'(C)	N00°57'31"E
C6	04°30'19"(C)	76.67'(C)	975.00'(C)	76.65'(C)	N06°12'22"W
C7	05°58'37"(C)	101.71'(C)	975.00'(C)	101.66'(C)	N11°26'50"W
C8	01°08'00"(C)	100.05'(C)	5058.71'(C)	100.05'(C)	N00°56'25"E
C9	04°08'23"(C)	74.06'(C)	1025.00'(C)	74.04'(C)	N06°01'24"W
C10	05°40'35"(C)	101.55'(C)	1025.00'(C)	101.50'(C)	N10°55'53"W
C11	01°04'11"(C)	100.05'(C)	5358.71'(C)	100.04'(C)	N00°50'17"E
C12	01°04'20"(C)	100.28'(C)	5358.71'(C)	100.28'(C)	N05°06'52"W

THIS MAP IS NOT A SURVEY
SEE SHEET ONE FOR GENERAL NOTES AND LEGEND

DETAIL SHEET

RIGHT OF WAY MAP	FLORIDA DEPARTMENT OF TRANSPORTATION SURVEYING AND MAPPING	APPROVED BY GARY R. ROCHE, PSM TURNPIKE SURVEYOR & MAPPER	DATE 3/24/2021	REVISION	BY	DATE	REVISE PARCEL 181	A.S.	11/30/21	PRELIM	N.R.N.	02/04/2020	F.A. PROJ. NO. N/A	SECTION 2	MAPS PREPARED BY: WBQ DESIGN & ENGINEERING, INC.	FIELD BOOK NO.'S:
										FINAL	R.G.R.	03/24/2021	STATE ROAD NO. 589 (SUNCOAST PARKWAY 2)	CITRUS COUNTY		SCALE: 1" = 50'
										CHECKED	H.W.H.	03/24/2021	F.P. ID. 442764-1			SHEET 6 OF 21

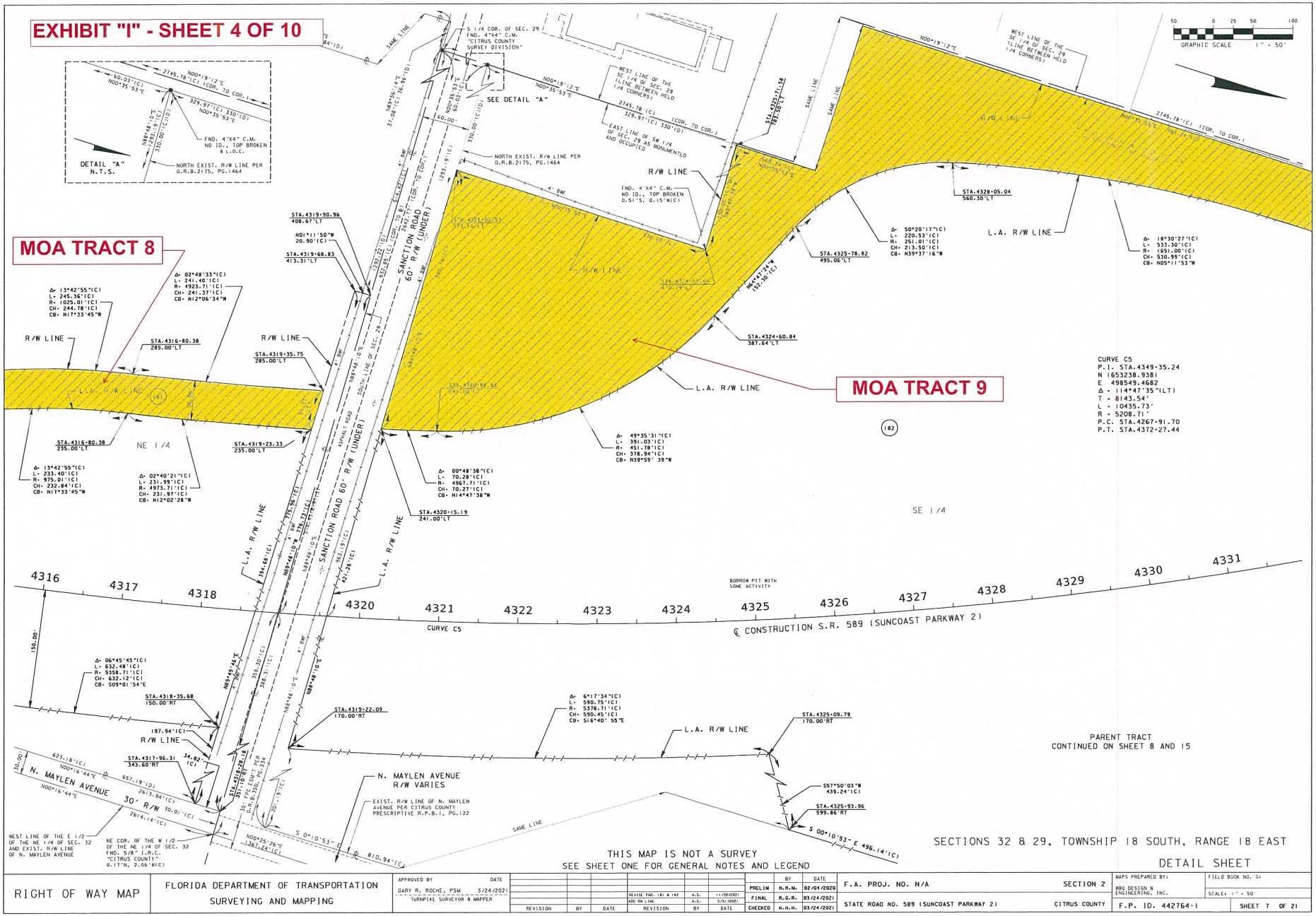


EXHIBIT "I" - SHEET 4 OF 10
MOA TRACT 8
MOA TRACT 9
SANCTION ROAD 60' R/W (UNDER)
N. MAYLEN AVENUE 30' R/W
N. MAYLEN AVENUE R/W VARIES
L.A. R/W LINE
R/W LINE
NE 1/4
SE 1/4
CURVE C5
P.I. STA.4349+35.24
N 1653238.9381
E 498549.4682
Δ - 114°47'35"(LT)
T - 8143.54'
L - 10435.73'
R - 5208.71'
P.C. STA.4267+91.70
P.T. STA.4372+27.44
4316
4317
4318
4320
4321
4322
4323
4324
4325
4326
4327
4328
4329
4330
4331
℄ CONSTRUCTION S.R. 589 (SUNCOAST PARKWAY 2)
BORROW PIT WITH SOME ACTIVITY
PARENT TRACT CONTINUED ON SHEET 8 AND 15
THIS MAP IS NOT A SURVEY
SEE SHEET ONE FOR GENERAL NOTES AND LEGEND
SECTIONS 32 & 29, TOWNSHIP 18 SOUTH, RANGE 18 EAST
DETAIL SHEET
RIGHT OF WAY MAP
FLORIDA DEPARTMENT OF TRANSPORTATION
SURVEYING AND MAPPING
F.A. PROJ. NO. N/A
SECTION 2
STATE ROAD NO. 589 (SUNCOAST PARKWAY 2)
CITRUS COUNTY
F.P. ID. 442764-1
SHEET 7 OF 21

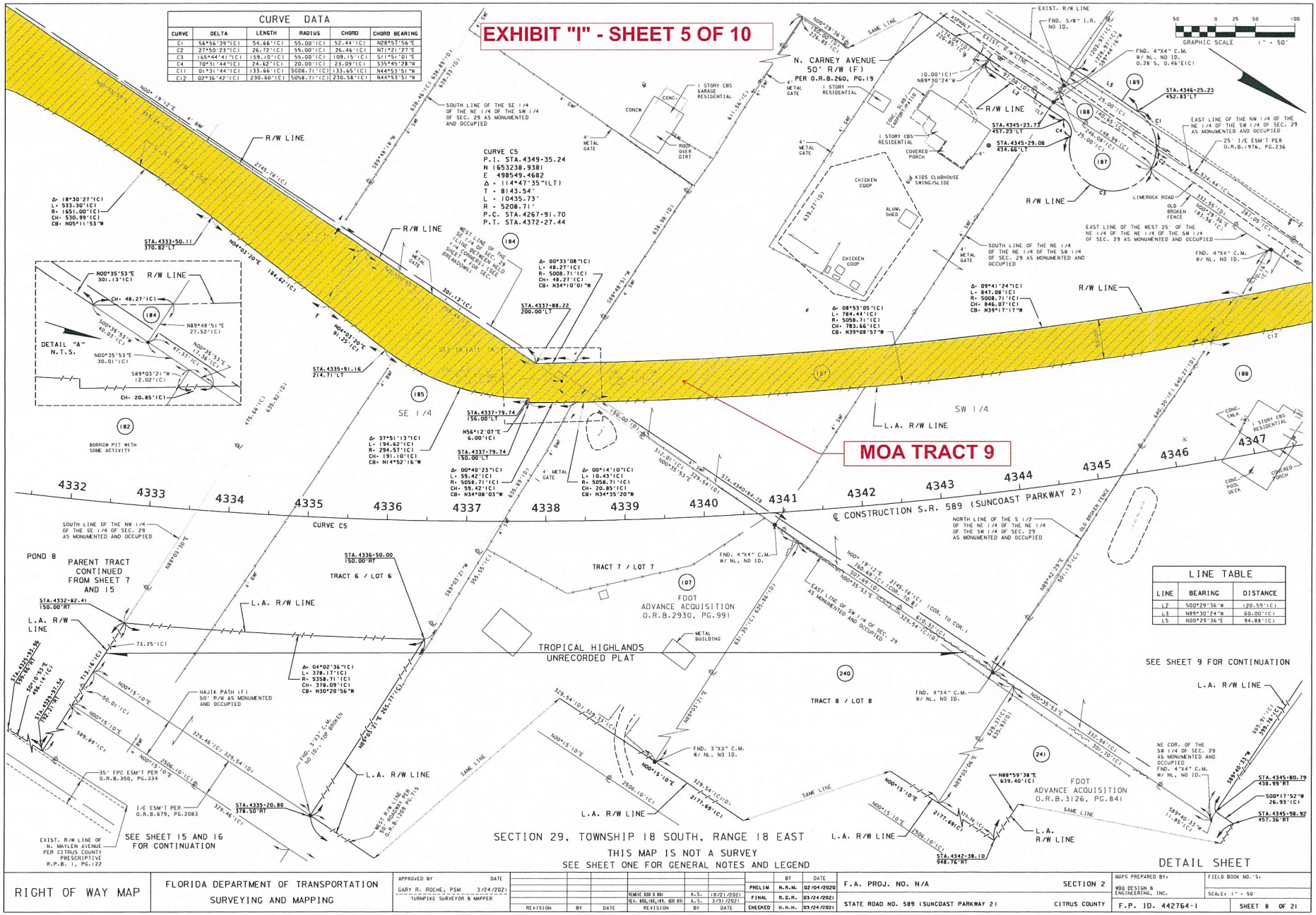


EXHIBIT "I" - SHEET 5 OF 10
MOA TRACT 9
CURVE DATA
CURVE | DELTA | LENGTH | RADIUS | CHORD | CHORD BEARING
C1 | 56°56'39"(C) | 54.66'(C) | 55.00'(C) | 52.44'(C) | N28°57'56"E
C2 | 27°50'23"(C) | 26.72'(C) | 55.00'(C) | 26.46'(C) | N71°21'27"E
C3 | 165°44'41"(C) | 159.10'(C) | 55.00'(C) | 109.15'(C) | S11°51'01"E
C4 | 70°31'44"(C) | 24.62'(C) | 20.00'(C) | 23.09'(C) | S35°45'28"W
C11 | 01°31'44"(C) | 133.66'(C) | 5008.71'(C) | 133.65'(C) | N44°53'51"W
C12 | 02°36'42"(C) | 230.60'(C) | 5058.71'(C) | 230.58'(C) | N44°53'51"W
CURVE C5
P.I. STA.4349+35.24
N 1653238.9381
E 498549.4682
Δ = 114°47'35"(LT)
T = 8143.54'
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R = 5208.71'
P.C. STA.4267+91.70
P.T. STA.4372+27.44
N. CARNEY AVENUE
50' R/W (F)
PER O.R.B.260, PG.19
R/W LINE
L.A. R/W LINE
SOUTH LINE OF THE SE 1/4 OF THE NE 1/4 OF THE SW 1/4 OF SEC. 29 AS MONUMENTED AND OCCUPIED
SOUTH LINE OF THE NE 1/4 OF THE NE 1/4 OF THE SW 1/4 OF SEC. 29 AS MONUMENTED AND OCCUPIED
EAST LINE OF THE NW 1/4 OF THE NE 1/4 OF THE SW 1/4 OF SEC. 29 AS MONUMENTED AND OCCUPIED
EAST LINE OF THE WEST 25' OF THE NE 1/4 OF THE NE 1/4 OF THE SW 1/4 OF SEC. 29 AS MONUMENTED AND OCCUPIED
NORTH LINE OF THE S 1/2 OF THE NE 1/4 OF THE SW 1/4 OF SEC. 29 AS MONUMENTED AND OCCUPIED
SOUTH LINE OF THE NW 1/4 OF THE SE 1/4 OF SEC. 29 AS MONUMENTED AND OCCUPIED
EAST LINE OF SW 1/4 OF SEC. 29 AS MONUMENTED AND OCCUPIED
SE 1/4
SW 1/4
℄ CONSTRUCTION S.R. 589 (SUNCOAST PARKWAY 2)
4332 4333 4334 4335 4336 4337 4338 4339 4340 4341 4342 4343 4344 4345 4346 4347
DETAIL "A" N.T.S.
POND B
PARENT TRACT CONTINUED FROM SHEET 7 AND 15
TRACT 6 / LOT 6
TRACT 7 / LOT 7
TRACT 8 / LOT 8
FDOT ADVANCE ACQUISITION O.R.B.2930, PG.991
FDOT ADVANCE ACQUISITION O.R.B.3126, PG.841
TROPICAL HIGHLANDS UNRECORDED PLAT
HAJIK PATH (F) 50' R/W AS MONUMENTED AND OCCUPIED
35' FPC ESM'T PER O.R.B.350, PG.334
I/E ESM'T PER O.R.B.679, PG.2083
EXIST. R/W LINE OF N. MAYLEN AVENUE PER CITRUS COUNTY PRESCRIPTIVE R-P-B. 1, PG.122
SEE SHEET 15 AND 16 FOR CONTINUATION
SEE SHEET 9 FOR CONTINUATION
SECTION 29, TOWNSHIP 18 SOUTH, RANGE 18 EAST
THIS MAP IS NOT A SURVEY
SEE SHEET ONE FOR GENERAL NOTES AND LEGEND
LINE TABLE
LINE | BEARING | DISTANCE
L2 | S00°29'36"W | 120.59'(C)
L3 | N89°30'24"W | 60.00'(C)
L5 | N00°29'36"E | 94.88'(C)
GRAPHIC SCALE 1" = 50'
RIGHT OF WAY MAP
FLORIDA DEPARTMENT OF TRANSPORTATION
SURVEYING AND MAPPING
APPROVED BY GARY R. ROCHE, PSM 3/24/2021 TURNPIKE SURVEYOR & MAPPER
PRELIM N.R.M. 02/04/2020
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CHECKED H.H.H. 03/24/2021
F.A. PROJ. NO. N/A
SECTION 2
STATE ROAD NO. 589 (SUNCOAST PARKWAY 2)
CITRUS COUNTY
MAPS PREPARED BY: WBQ DESIGN & ENGINEERING, INC.
F.P. ID. 442764-1
SHEET 8 OF 21
DETAIL SHEET

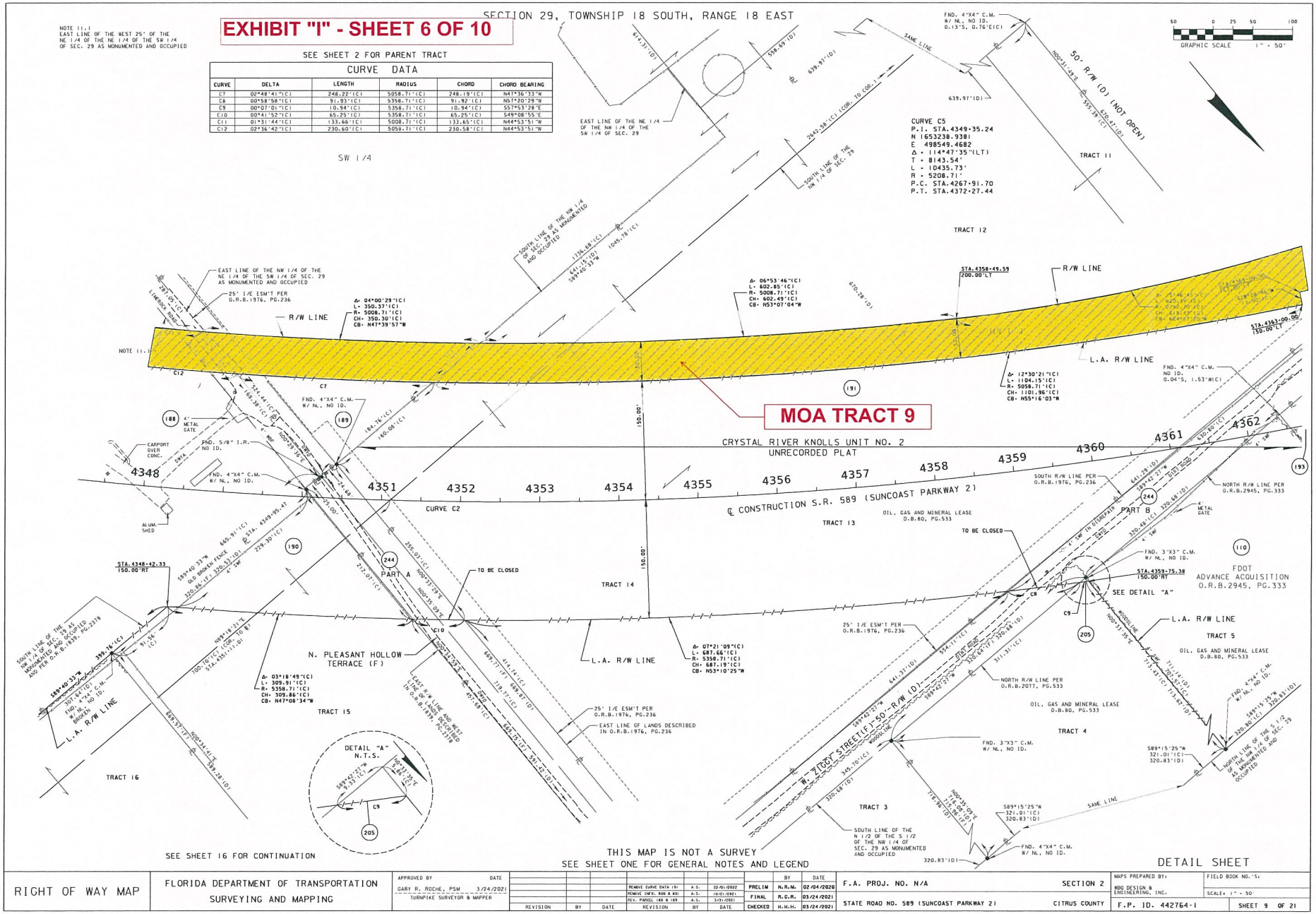


EXHIBIT "I" - SHEET 6 OF 10
SECTION 29, TOWNSHIP 18 SOUTH, RANGE 18 EAST
SEE SHEET 2 FOR PARENT TRACT
CURVE DATA
CURVE | DELTA | LENGTH | RADIUS | CHORD | CHORD BEARING
C7 | 02°48'41"(C) | 248.22'(C) | 5058.71'(C) | 248.19'(C) | N47°36'33"W
C8 | 00°58'58"(C) | 91.93'(C) | 5358.71'(C) | 91.92'(C) | N57°20'29"W
C9 | 00°07'01"(C) | 10.94'(C) | 5358.71'(C) | 10.94'(C) | S57°53'28"E
C10 | 00°41'52"(C) | 65.25'(C) | 5358.71'(C) | 65.25'(C) | S49°08'55"E
C11 | 01°31'44"(C) | 133.66'(C) | 5008.71'(C) | 133.65'(C) | N44°53'51"W
C12 | 02°36'42"(C) | 230.60'(C) | 5058.71'(C) | 230.58'(C) | N44°53'51"W
CURVE C5
P.I. STA.4349+35.24
N 1653238.9381
E 498549.4682
Δ = 114°47'35"(LT)
T = 8143.54'
L = 10435.73'
R = 5208.71'
P.C.C. STA.4267+91.70
P.T. STA.4372+27.44
MOA TRACT 9
CRYSTAL RIVER KNOLLS UNIT NO. 2
UNRECORDED PLAT
℄ CONSTRUCTION S.R. 589 (SUNCOAST PARKWAY 2)
R/W LINE
L.A. R/W LINE
TRACT 11
TRACT 12
TRACT 13
TRACT 14
TRACT 15
TRACT 16
TRACT 3
TRACT 4
TRACT 5
PART A
PART B
CURVE C2
N. PLEASANT HOLLOW TERRACE (F)
W. TICKY STREET(F) 50'-R/W (D)
TO BE CLOSED
SEE DETAIL "A"
DETAIL "A" N.T.S.
FDOT ADVANCE ACQUISITION O.R.B.2945, PG.333
OIL, GAS AND MINERAL LEASE D.B.80, PG.533
NORTH R/W LINE PER O.R.B.2945, PG.333
SOUTH R/W LINE PER O.R.B.1976, PG.236
NORTH R/W LINE PER O.R.B.2077, PG.533
25' I/E ESM'T PER O.R.B.1976, PG.236
EAST LINE OF LANDS DESCRIBED IN O.R.B.1976, PG.236
SOUTH LINE OF THE N 1/2 OF THE S 1/2 OF THE NW 1/4 OF SEC. 29 AS MONUMENTED AND OCCUPIED
SOUTH LINE OF THE NW 1/4 OF SEC. 29 AS MONUMENTED AND OCCUPIED
EAST LINE OF THE NW 1/4 OF THE NE 1/4 OF THE SW 1/4 OF SEC. 29 AS MONUMENTED AND OCCUPIED
EAST LINE OF THE NE 1/4 OF THE NW 1/4 OF THE SW 1/4 OF SEC. 29
SOUTH LINE OF THE NW 1/4 OF THE SW 1/4 OF SEC. 29
SW 1/4
50' R/W (D) (NOT OPEN)
SAME LINE
GRAPHIC SCALE
SEE SHEET 16 FOR CONTINUATION
THIS MAP IS NOT A SURVEY
SEE SHEET ONE FOR GENERAL NOTES AND LEGEND
RIGHT OF WAY MAP
FLORIDA DEPARTMENT OF TRANSPORTATION
SURVEYING AND MAPPING
APPROVED BY
GARY R. ROCHE, PSM 3/24/2021
TURNPIKE SURVEYOR & MAPPER
REVISION | BY | DATE
REMOVE CURVE DATA (9): A.S. 02/01/2022
REMOVE INFO. 800 & 801: A.S. 10/21/2021
REV. PARCEL 188 & 189: A.S. 3/31/2021
PRELIM N.R.N. 02/04/2020
FINAL R.G.R. 03/24/2021
CHECKED H.M.H. 03/24/2021
F.A. PROJ. NO. N/A
SECTION 2
STATE ROAD NO. 589 (SUNCOAST PARKWAY 2)
CITRUS COUNTY
MAPS PREPARED BY: MBO DESIGN & ENGINEERING, INC.
FIELD BOOK NO.'S:
SCALE: 1" = 50'
F.P. ID. 442764-1
SHEET 9 OF 21
DETAIL SHEET

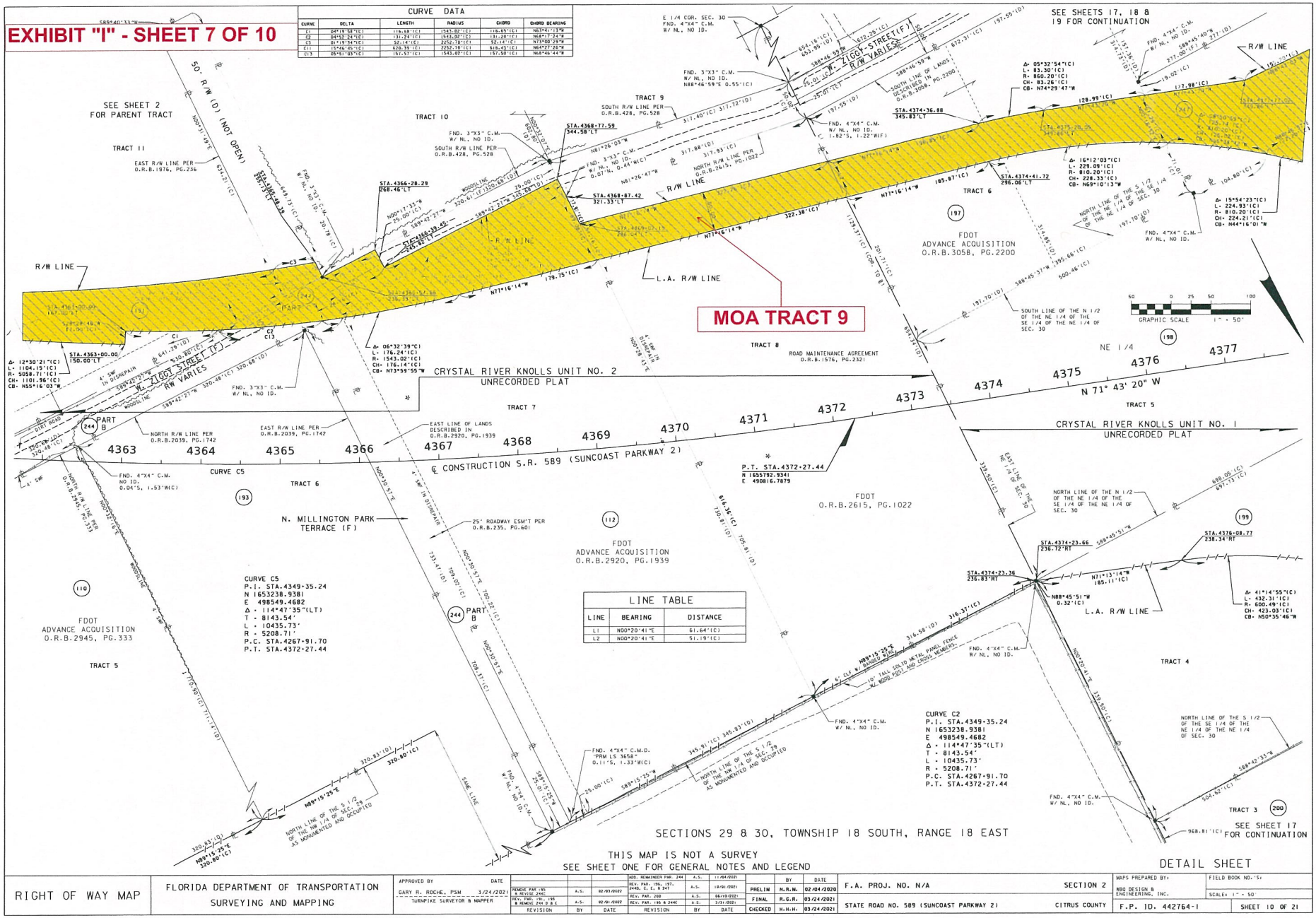


EXHIBIT "I" - SHEET 7 OF 10
MOA TRACT 9
CURVE DATA
SEE SHEETS 17, 18 & 19 FOR CONTINUATION
SEE SHEET 2 FOR PARENT TRACT
CRYSTAL RIVER KNOLLS UNIT NO. 2 UNRECORDED PLAT
CRYSTAL RIVER KNOLLS UNIT NO. 1 UNRECORDED PLAT
℄ CONSTRUCTION S.R. 589 (SUNCOAST PARKWAY 2)
W. ZIGGY STREET (F) R/W VARIES
N. MILLINGTON PARK TERRACE (F)
L.A. R/W LINE
R/W LINE
N 71° 43' 20" W
CURVE C5
P.I. STA.4349+35.24
N 1653238.9381
E 498549.4682
Δ = 114°47'35"(LT)
T = 8143.54'
L = 10435.73'
R = 5208.71'
P.C. STA.4267+91.70
P.T. STA.4372+27.44
CURVE C2
P.I. STA.4349+35.24
N 1653238.9381
E 498549.4682
Δ = 114°47'35"(LT)
T = 8143.54'
L = 10435.73'
R = 5208.71'
P.C. STA.4267+91.70
P.T. STA.4372+27.44
LINE TABLE
LINE | BEARING | DISTANCE
L1 | N00°20'41"E | 61.64'(C)
L2 | N00°20'41"E | 51.19'(C)
FDOT ADVANCE ACQUISITION O.R.B.3058, PG.2200
FDOT ADVANCE ACQUISITION O.R.B.2920, PG.1939
FDOT ADVANCE ACQUISITION O.R.B.2945, PG.333
FDOT O.R.B.2615, PG.1022
ROAD MAINTENANCE AGREEMENT O.R.B.1576, PG.2321
SECTIONS 29 & 30, TOWNSHIP 18 SOUTH, RANGE 18 EAST
THIS MAP IS NOT A SURVEY
SEE SHEET ONE FOR GENERAL NOTES AND LEGEND
DETAIL SHEET
SEE SHEET 17 FOR CONTINUATION
RIGHT OF WAY MAP
FLORIDA DEPARTMENT OF TRANSPORTATION
SURVEYING AND MAPPING
F.A. PROJ. NO. N/A
SECTION 2
STATE ROAD NO. 589 (SUNCOAST PARKWAY 2)
CITRUS COUNTY
F.P. ID. 442764-1
SHEET 10 OF 21

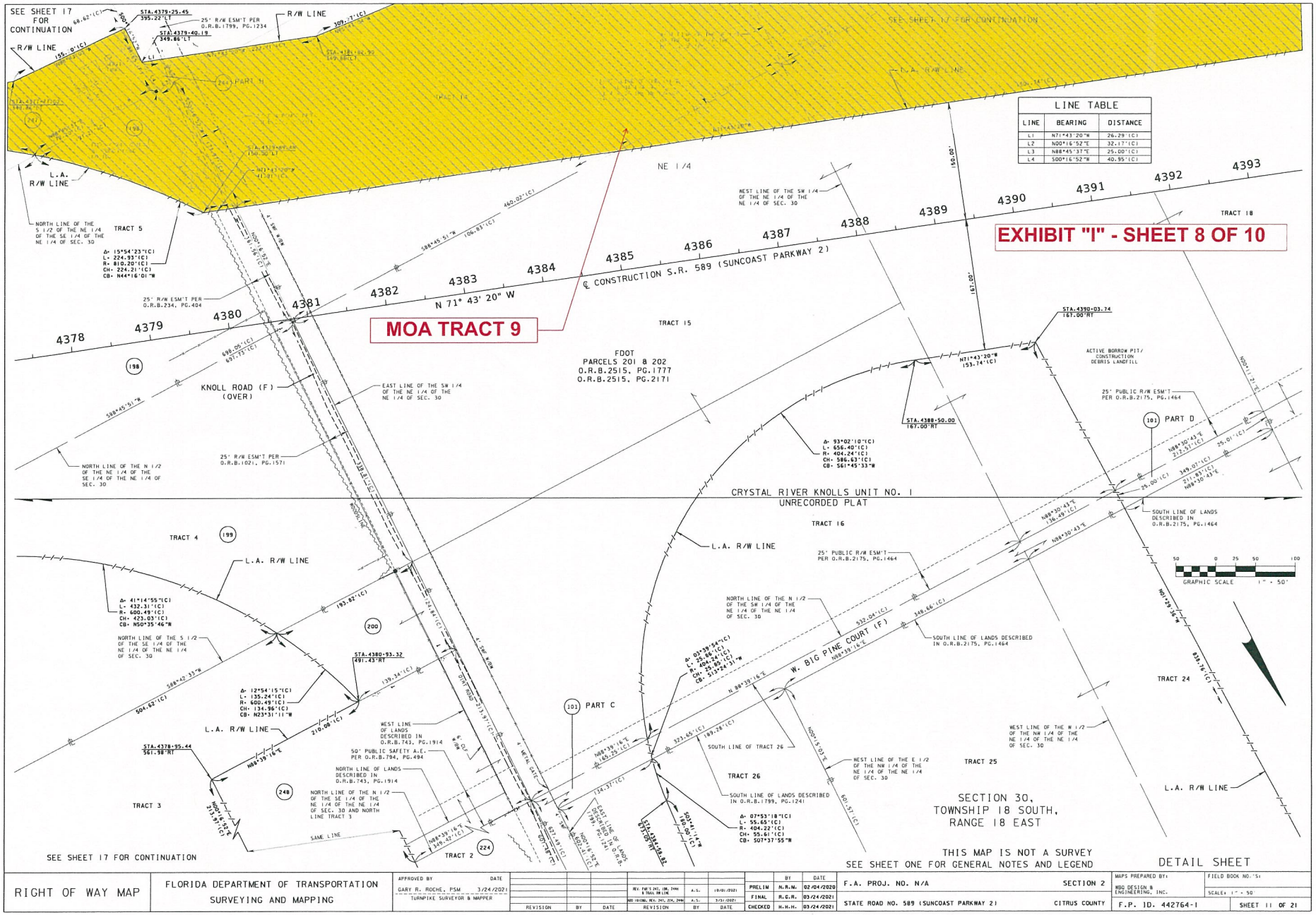


EXHIBIT "I" - SHEET 8 OF 10
MOA TRACT 9
LINE TABLE
LINE | BEARING | DISTANCE
L1 | N71°43'20"W | 26.29'(C)
L2 | N00°16'52"E | 32.17'(C)
L3 | N88°45'37"E | 25.00'(C)
L4 | S00°16'52"W | 40.95'(C)
N 71° 43' 20" W
℄ CONSTRUCTION S.R. 589 (SUNCOAST PARKWAY 2)
KNOLL ROAD (F) (OVER)
W. BIG PINE COURT (F)
CRYSTAL RIVER KNOLLS UNIT NO. 1 UNRECORDED PLAT
FDOT PARCELS 201 & 202 O.R.B.2515, PG.1777 O.R.B.2515, PG.2171
ACTIVE BORROW PIT/ CONSTRUCTION DEBRIS LANDFILL
TRACT 3
TRACT 4
TRACT 5
TRACT 15
TRACT 16
TRACT 18
TRACT 24
TRACT 25
TRACT 26
TRACT 2
PART C
PART D
L.A. R/W LINE
SECTION 30, TOWNSHIP 18 SOUTH, RANGE 18 EAST
SEE SHEET 17 FOR CONTINUATION
THIS MAP IS NOT A SURVEY
SEE SHEET ONE FOR GENERAL NOTES AND LEGEND
DETAIL SHEET
RIGHT OF WAY MAP
FLORIDA DEPARTMENT OF TRANSPORTATION
SURVEYING AND MAPPING
GARY R. ROCHE, PSM 3/24/2021
TURNPIKE SURVEYOR & MAPPER
F.A. PROJ. NO. N/A
SECTION 2
STATE ROAD NO. 589 (SUNCOAST PARKWAY 2)
CITRUS COUNTY
F.P. ID. 442764-1
SHEET 11 OF 21
MAPS PREPARED BY: MBG DESIGN & ENGINEERING, INC.
SCALE: 1" = 50'

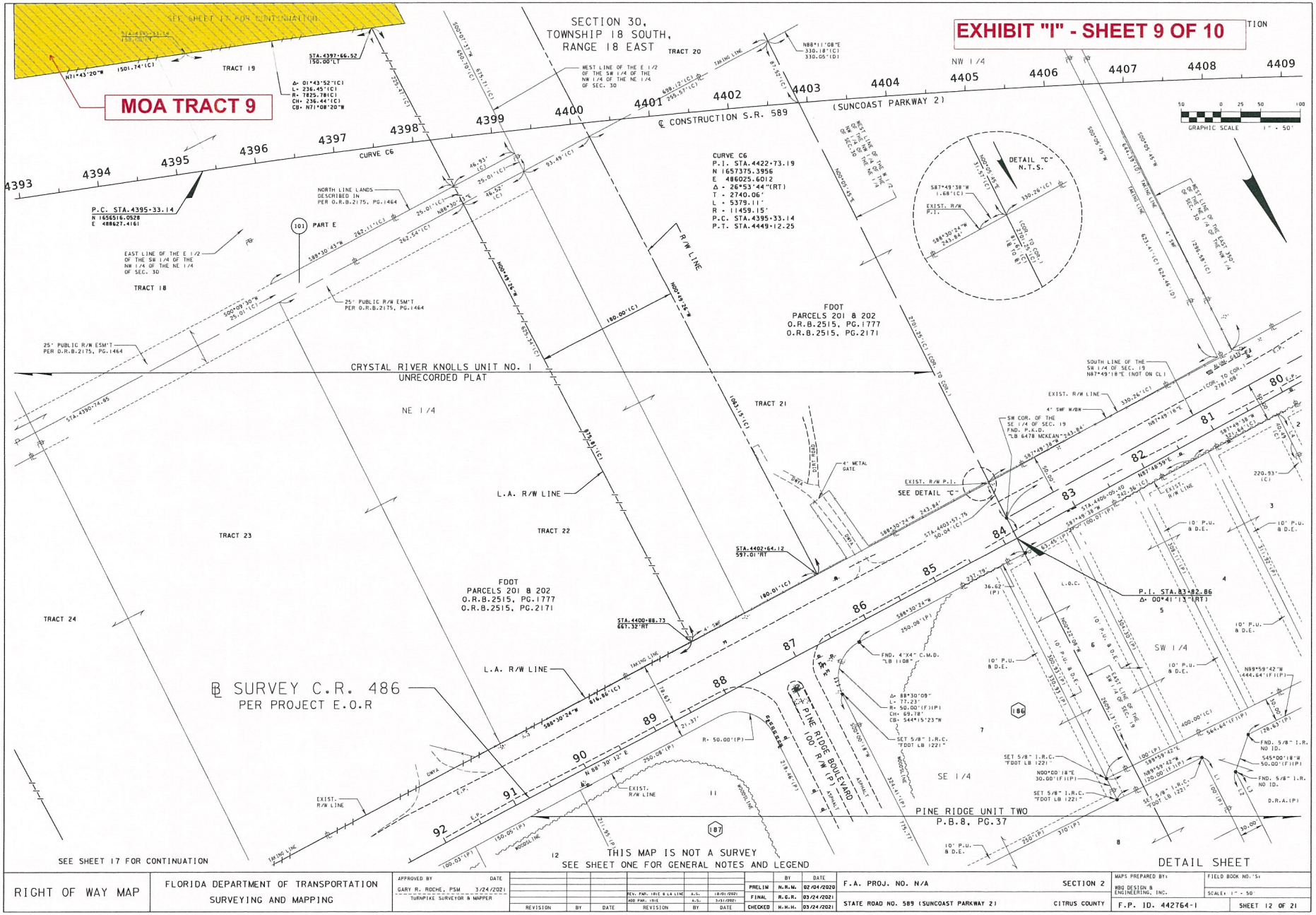
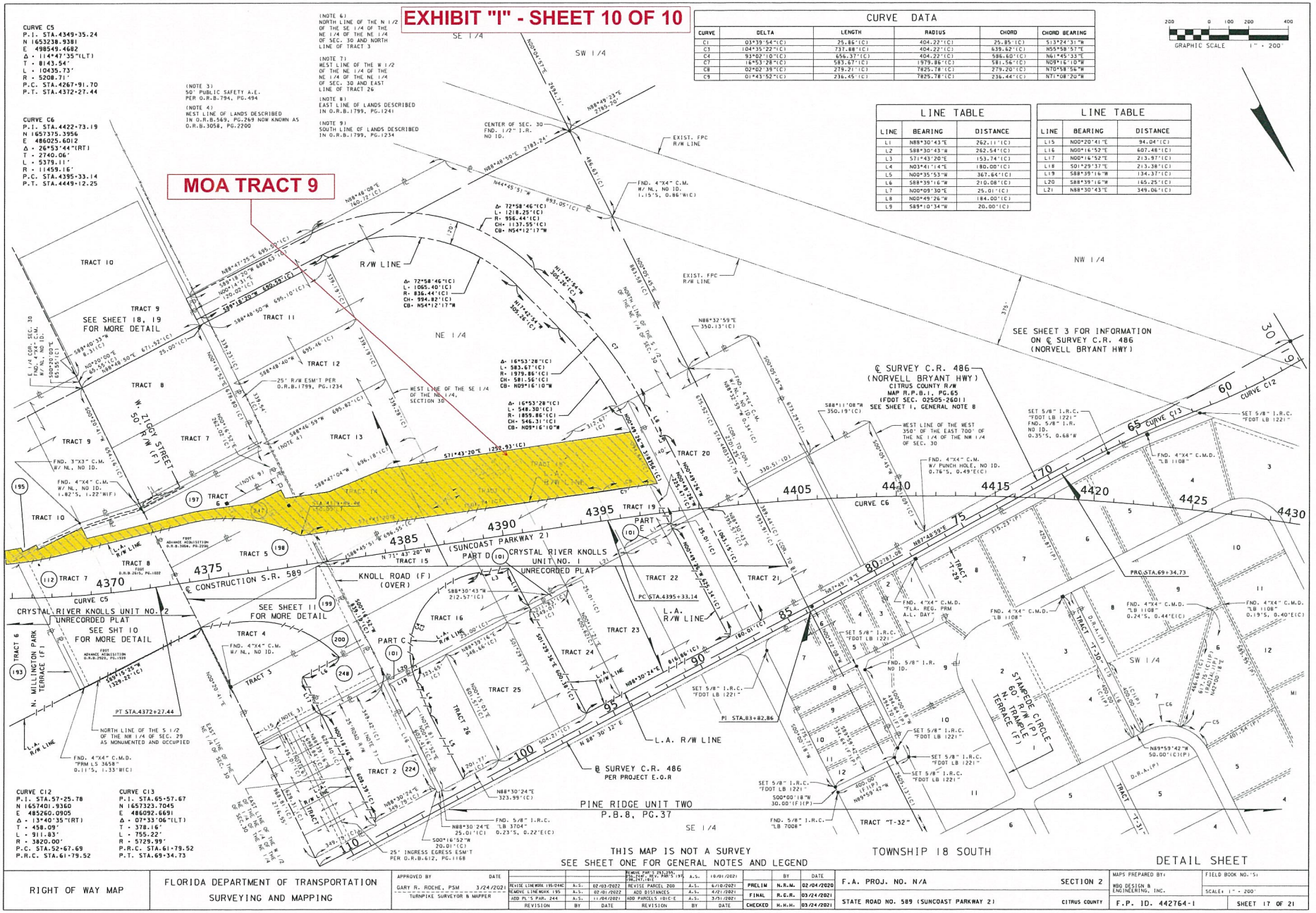


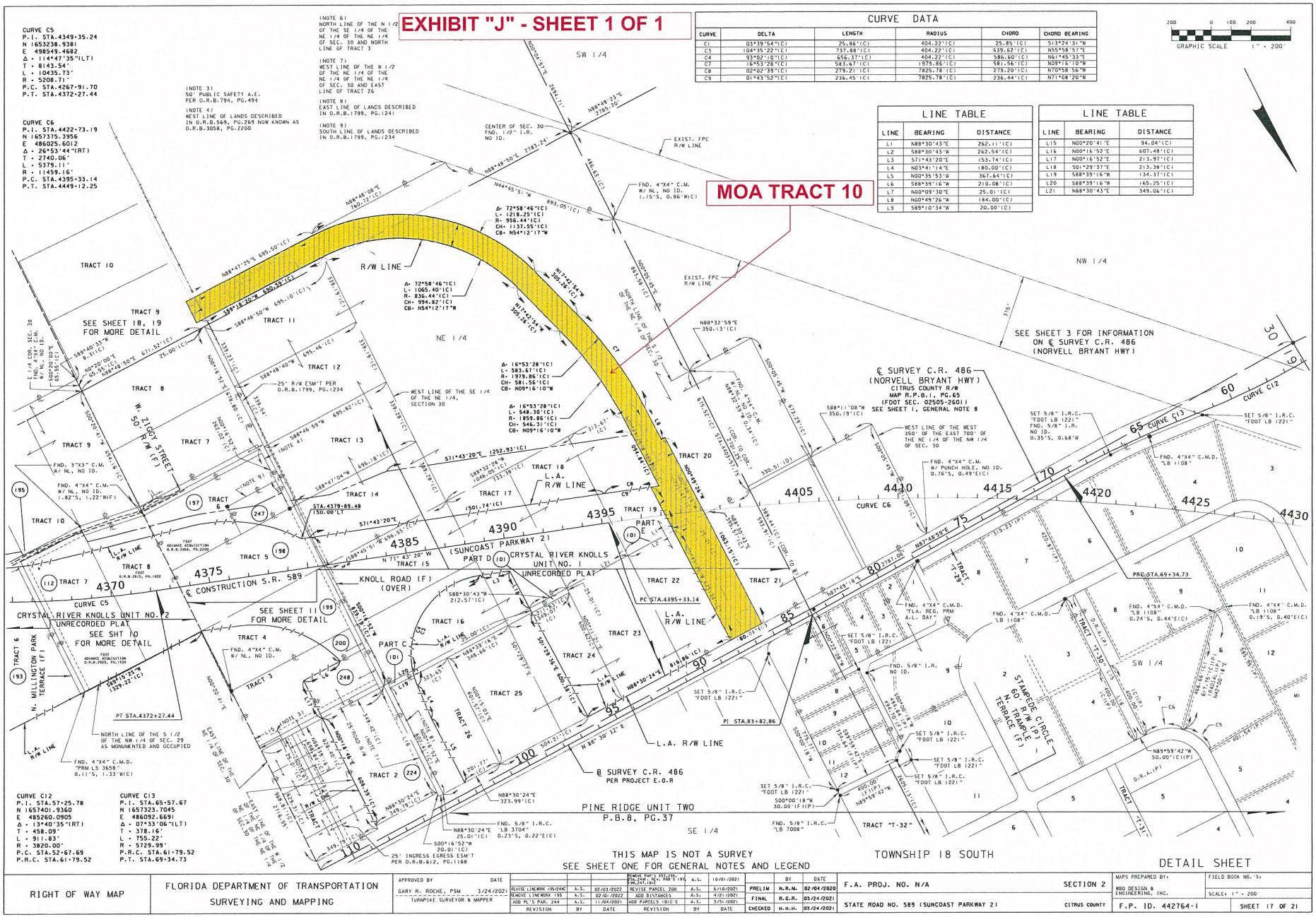
EXHIBIT "I" - SHEET 9 OF 10
MOA TRACT 9
SECTION 30, TOWNSHIP 18 SOUTH, RANGE 18 EAST
(SUNCOAST PARKWAY 2)
℄ CONSTRUCTION S.R. 589
CURVE C6
P.C. STA.4395+33.14
N 1655516.0528
E 488627.4161
CRYSTAL RIVER KNOLLS UNIT NO. 1
UNRECORDED PLAT
TRACT 18
TRACT 19
TRACT 20
TRACT 21
TRACT 22
TRACT 23
TRACT 24
NE 1/4
SW 1/4
SE 1/4
NW 1/4
FDOT PARCELS 201 & 202 O.R.B.2515, PG.1777 O.R.B.2515, PG.2171
L.A. R/W LINE
R/W LINE
EXIST. R/W P.I.
SEE DETAIL "C"
DETAIL "C" N.T.S.
P.I. STA.83+82.86
Δ= 00°41'13"(RT)
PINE RIDGE BOULEVARD 100' R/W (P)
PINE RIDGE UNIT TWO P.B.8, PG.37
℄ SURVEY C.R. 486 PER PROJECT E.O.R
SEE SHEET 17 FOR CONTINUATION
SEE SHEET 17 FOR CONTINUATION
THIS MAP IS NOT A SURVEY
SEE SHEET ONE FOR GENERAL NOTES AND LEGEND
DETAIL SHEET
GRAPHIC SCALE 1" = 50'
RIGHT OF WAY MAP
FLORIDA DEPARTMENT OF TRANSPORTATION
SURVEYING AND MAPPING
GARY R. ROCHE, PSM 3/24/2021
TURNPIKE SURVEYOR & MAPPER
F.A. PROJ. NO. N/A
SECTION 2
STATE ROAD NO. 589 (SUNCOAST PARKWAY 2)
CITRUS COUNTY
F.P. ID. 442764-1
SHEET 12 OF 21
MAPS PREPARED BY: MBG DESIGN & ENGINEERING, INC.
SCALE: 1" = 50'



CURVE	DELTA	LENGTH	RADIUS	CHORD	CHORD BEARING
C1	03°39'54"(C)	25.86'(C)	404.22'(C)	25.85'(C)	S13°24'31"W
C3	104°35'22"(C)	737.88'(C)	404.22'(C)	639.62'(C)	N55°58'57"E
C4	93°02'10"(C)	656.37'(C)	404.22'(C)	586.60'(C)	N61°45'33"E
C7	16°53'28"(C)	583.67'(C)	1979.86'(C)	581.56'(C)	N09°16'10"W
C8	02°02'39"(C)	279.21'(C)	7825.78'(C)	279.20'(C)	N70°58'54"W
C9	01°43'52"(C)	236.45'(C)	7825.78'(C)	236.44'(C)	N71°08'20"W

LINE	BEARING	DISTANCE
L1	N88°30'43"E	262.11'(C)
L2	S88°30'43"W	262.54'(C)
L3	S71°43'20"E	153.74'(C)
L4	N03°41'14"E	180.00'(C)
L5	N00°35'53"W	367.64'(C)
L6	S88°39'16"W	210.08'(C)
L7	N00°09'30"E	25.01'(C)
L8	N00°49'26"W	184.00'(C)
L9	S89°10'34"W	20.00'(C)

LINE	BEARING	DISTANCE
L15	N00°20'41"E	94.04'(C)
L16	N00°16'52"E	607.48'(C)
L17	N00°16'52"E	213.97'(C)
L18	S01°29'37"E	213.38'(C)
L19	S88°39'16"W	134.37'(C)
L20	S88°39'16"W	165.25'(C)
L21	N88°30'43"E	349.06'(C)

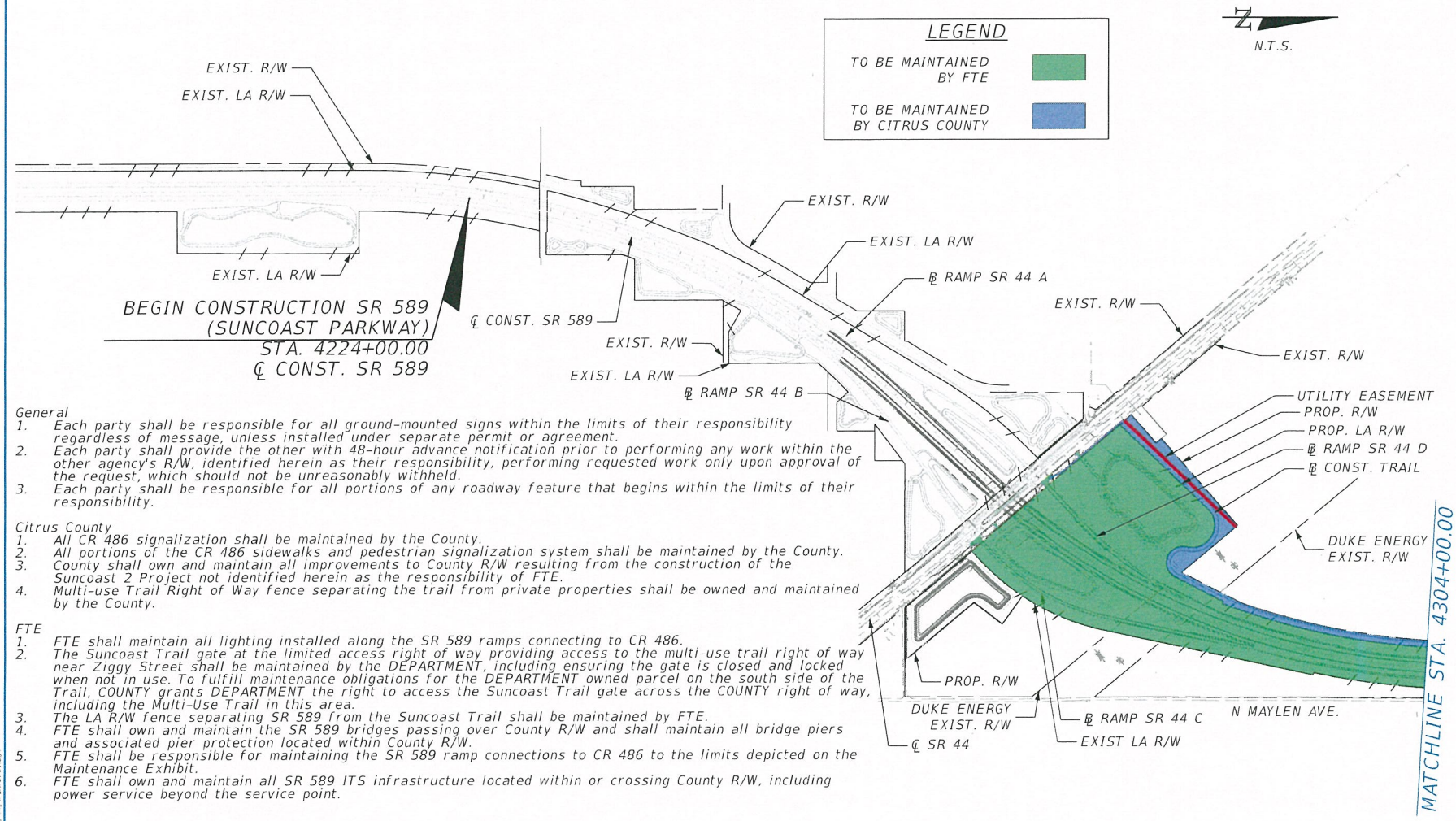


Packet Pg. 406

E.12.a

Attachment: 10c Supporting Docs Suncoast 2 MOA (20416 : Suncoast Parkway 2, Phase 2 – Memorandum of Agreement)

EXHIBIT "K" - SHEET 1 OF 2



General
1. Each party shall be responsible for all ground-mounted signs within the limits of their responsibility regardless of message, unless installed under separate permit or agreement.
2. Each party shall provide the other with 48-hour advance notification prior to performing any work within the other agency's R/W, identified herein as their responsibility, performing requested work only upon approval of the request, which should not be unreasonably withheld.
3. Each party shall be responsible for all portions of any roadway feature that begins within the limits of their responsibility.

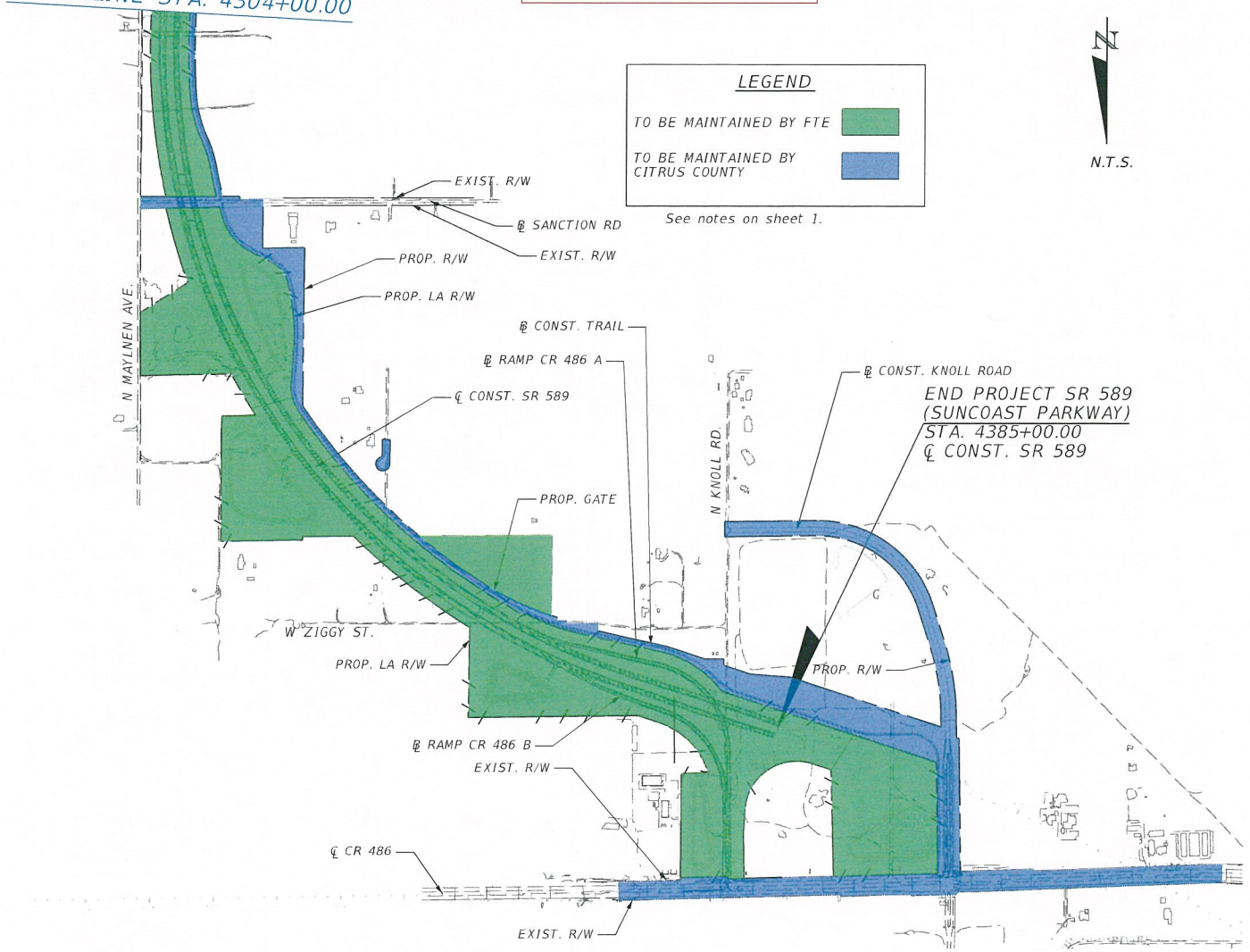
Citrus County
1. All CR 486 signalization shall be maintained by the County.
2. All portions of the CR 486 sidewalks and pedestrian signalization system shall be maintained by the County.
3. County shall own and maintain all improvements to County R/W resulting from the construction of the Suncoast 2 Project not identified herein as the responsibility of FTE.
4. Multi-use Trail Right of Way fence separating the trail from private properties shall be owned and maintained by the County.

FTE
1. FTE shall maintain all lighting installed along the SR 589 ramps connecting to CR 486.
2. The Suncoast Trail gate at the limited access right of way providing access to the multi-use trail right of way near Ziggy Street shall be maintained by the DEPARTMENT, including ensuring the gate is closed and locked when not in use. To fulfill maintenance obligations for the DEPARTMENT owned parcel on the south side of the Trail, COUNTY grants DEPARTMENT the right to access the Suncoast Trail gate across the COUNTY right of way, including the Multi-Use Trail in this area.
3. The LA R/W fence separating SR 589 from the Suncoast Trail shall be maintained by FTE.
4. FTE shall own and maintain the SR 589 bridges passing over County R/W and shall maintain all bridge piers and associated pier protection located within County R/W.
5. FTE shall be responsible for maintaining the SR 589 ramp connections to CR 486 to the limits depicted on the Maintenance Exhibit.
6. FTE shall own and maintain all SR 589 ITS infrastructure located within or crossing County R/W, including power service beyond the service point.

REVISIONS				STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			MAINTENANCE EXHIBIT	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
				SR 589	CITRUS	442764-1-52-01		1

2/15/2017 10:45:40 AM estewart P:\FDOT\442764\1520\survey\PLA\SP01.dgn

EXHIBIT "K" - SHEET 2 OF 2



REVISIONS				STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			MAINTENANCE EXHIBIT	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
				SR 589	CITRUS	442764-1-52-01		2

9:24:28 AM estewart
P:\DOT-442764152\Survey\PLANSPRO.dgn
11/1/2021

AGENDA MEMORANDUM

FROM:	Colleen Scott, Management & Budget Director
SUBJECT:	TBRPC Grant Application for FDEP Vulnerability Assessment
AGENDA DATE:	**June 14, 2022**

BRIEF OVERVIEW:

The Tampa Bay Regional Planning Council (TBRPC) would like to apply on behalf of Citrus County, for a Florida Department of Environmental Protection (FDEP) Resilient Florida Grant. This grant would provide funding at 100% to complete a vulnerability assessment to identify the risks of flooding and sea level rise. TBRPC has provided a draft grant application, along with a breakdown of estimated expenses for the project if the grant is approved. The grant application must be submitted through FDEP's application portal, and the deadline for this year's applications is June 22nd.

TBRPC's fee totals $50,000, the project costs would be finalized after the TBRPC hires a consultant to complete the vulnerability assessment. The TBRPC also submitted a letter explaining how the State of Florida's Consultant's Competitive Negotiation Act, would not apply to their services since they are considered a government entity. According to their letter contracting with the TBRPC can be done by purchase order.

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 Tampa Bay Regional Planning Council to submit the grant application to FDEP for the Resilient Florida Grant through the FDEP grant portal in the amount of 400,000 with no match from Citrus County.

b. Approve and authorize the Chairman to sign the grant award, subject to the approval of County Administrator and County Attorney and all related documents once received for $400,000 with no match from Citrus County. Authorize staff to issue the purchase order to TBRPC once the grant award has been fully executed.

TAMPA BAY
REGIONAL PLANNING COUNCIL

Slate of Officers
Councilwoman Brandi Gabbard, Chair
Commissioner Vanessa Baugh, Vice Chair
Mayor Woody Brown, Secretary/Treasurer
Commissioner Jack Mariano, Past Chair
Sean T. Sullivan, Executive Director

4000 Gateway Centre Blvd., Suite 100
Pinellas Park, Florida 33782
(727) 570-5151
info@tbrpc.org
www.tbrpc.org

May 3, 2022

Erin L. Kluis
Grant Administrator III
Citrus County Board of County Commissioners
Lecanto Government Bldg
3600 W Sovereign Path
Suite 267
Lecanto, FL 34461

Subject: Consulting with Regional Planning Councils

Dear Erin L. Kluis

The following provides the basis in Florida law for contracting with regional planning councils (RPCs) in compliance with the requirements of Section 287, Florida Statutes, also known as the Consultant's Competitive Negotiation Act.

RPCs are created and recognized as government entities and agencies under Section 186.502 and 120.52, Florida Statutes. RPCs are a local government-owned entity and treated as a government agency. RPCS are available to assist in the planning and implementation of state, federal, and local government programs. Council staff represents a wide variety of skill sets and experience for this purpose.

TBRPC was established as Florida's first regional planning council in 1962 when representatives from St. Petersburg, Clearwater, and Tampa recognized the need for regional coordination. They believed growth and community issues extend beyond county and municipal boundaries, a concept that still defines the Council's purpose today. TBRPC is one of ten regional planning councils in Florida.

Government agencies or entities can enter into contracts with each other without RFP (Section 287.057, Florida Statutes). Services or commodities provided by governmental agencies are not subject to competitive-solicitation requirements [Section 287.057(3)(e)12]. Contracting with the RPCs can be done through interlocal agreement, purchase order, or contract.

Attachment: TBRPC Contracting Letter (20476 : TBRPC Grant Application for FDEP Vulnerability Assessment)

TAMPA BAY
REGIONAL PLANNING COUNCIL

Slate of Officers
Councilwoman Brandi Gabbard, Chair
Commissioner Vanessa Baugh, Vice Chair
Mayor Woody Brown, Secretary/Treasurer
Commissioner Jack Mariano, Past Chair
Sean T. Sullivan, Executive Director

4000 Gateway Centre Blvd., Suite 100
Pinellas Park, Florida 33782
(727) 570-5151
info@tbrpc.org
www.tbrpc.org

We look forward to working with Citrus County to help accomplish its planning goals. If you have any questions, please don't hesitate to contact me at sean@tbrpc.org or 727-570-5151 ext. 16.

Sincerely,

Sean T. Sullivan

Executive Director

Attachment: TBRPC Contracting Letter (20476 : TBRPC Grant Application for FDEP Vulnerability Assessment)

60 ANNIVERSARY

Grant Funding Type
Funding for Resilient Florida – Planning Projects

1. **Application and Project Information**
   Applicant Account Citrus County
   Applicant Grant Manager
   Applicant Authorized Signee
   Applicant Fiscal Agent

2. **Project Information**
   Complete Vulnerability Assessment (entire community)
   Project Title
   Citrus City-County Vulnerability Assessment
   Total Grant Funding Amount Requested
   $ 400,000
   Total Grant Match Amount
   $ 0.00
   List any municipalities directly served by the project and included in the scope of work. In the next step you will select the counties, if all municipalities are included that will be in the counties selected below, enter "all-inclusive."
   All-inclusive
   Area Served
   Citrus County
   Will the vulnerability assessment include any state managed lands such as National Estuarine Research Reserves (NERRs) or Aquatic Preserves (APs)?
   None
   Total Population
   153,843
   Percent of Population
   100%
3. **Project Work Plan**
   Project Summary
   This project is a multijurisdictional Vulnerability Assessment to meet the State Requirement. It will cover Citrus County and the jurisdiction of Inverness. Crystal River has already received funding to conduct a separate VA.
   Project Description
   The project will create a vulnerability assessment for Citrus County and its municipalities in compliance with the requirements of s.380.093 F.S. The County will partner with the TBRPC who will serve as a subrecipient responsible for project management. TBRPC will complete an RFP process to engage the services of an engineering services consultant to conduct the Vulnerability Assessment. The vulnerability assessment will engage stakeholder and the public through outreach meetings.

DRAFT

Attachment: Citrus County FDEP VA grant application (20476 : TBRPC Grant Application for FDEP Vulnerability Assessment)

The VA will begin with an exposure analysis, following the guidelines in s. 380.093, F.S. including an identification of the depth of water caused by each flood scenario. This will be followed by a sensitivity analysis, following the guidelines in s. 380.093, F.S. which measures the impact of flooding on assets, applying the data from the exposure analysis to the inventory of critical assets.

The final report will include tables and maps illustrating flood depths for each flood scenario; GIS files with results of exposure analysis for each flood scenario, with appropriate metadata identifying the methods used to create the flood layers. The Vulnerability Assessment Report will detail the findings of the exposure analysis and the sensitivity analysis, including visual presentation of the data via maps and tables.
It will also include a list of critical and regionally significant assets that are impacted by flooding, prioritized by area or immediate need, specifying for each asset which flood scenario(s) it was impacted by.

The VA will be incorporated into the LMS in the next update cycle.

4. Project Need and Benefit

Explain the demonstrated need, which the project addresses

The County has yet to conduct a vulnerability assessment in alignment with s.380.093, F.S. The Vulnerability Assessment will give the county and the municipalities a deeper understanding of the vulnerability of critical assets and essential information for prioritizing mitigation projects.

Explain how the proposed project fits into one or more of the Project Types

N/A

If the project is a Vulnerability Assessment for Peril of Flood compliance or other, please describe how the project will meet the outlined requirements for a Vulnerability Assessment under s. 380.093, F.S.

The vulnerability assessment will comply with s.380.093, F.S. through the inclusion of the following flood depths:

- Tidal flooding, including future high tide flooding, which must use thresholds published and provided by the department.
- Current and future storm surge flooding using publicly available NOAA or FEMA storm surge data. The initial storm surge event used must equal or exceed the current 100-year flood event.
- To the extent practicable, rainfall-induced flooding using spatiotemporal analysis or existing hydrologic and hydraulic modeling results.
- To the extent practicable, compound flooding or the combination of tidal, storm surge, and rainfall-induced flooding.

And the following scenarios and standards in NAVD 88:

- At least two local sea level rise scenarios, including the 2017 NOAA Intermediate-Low and Intermediate-High sea level rise projections.

DRAFT

Attachment: Citrus County FDEP VA grant application (20476 : TBRPC Grant Application for FDEP Vulnerability Assessment)

- At least two planning horizons that include planning horizons for the years 2040 and 2070.
- Local sea level data that has been interpolated between the two closest NOAA tide gauges.
- Encompasses the entire county or municipality and includes all critical assets owned or maintained by the county or municipality.
- Will use the most recent publicly available Digital Elevation Model and generally accepted modeling techniques.

If applicable, explain how the proposed project adapts critical assets to the effects of flooding and sea level rise as defined in s. 380.093, F.S.

N/A

Discuss how the project is feasible and can be completed by the grant period deadline.

The project is feasible because the Tampa Bay Regional Planning Council will support the development of the Vulnerability Assessment through a regionally coordinated Request for Proposals to bring on a consultant to complete the technical portions of the VA. The County will serve as the grantee, and TBRPC will serve as the primary subgrantee tasked with project management.

Has the applicant entity(ies) performed a prior vulnerability assessment, separate from what is being proposed in this application?

No

5. **Tasks**

Task Number 1
Task Title Project Management Plan
Work Performed by TBRPC
Task Description TBRPC will create a project timeline, issue an RFP for consultant to conduct the vulnerability assessment, select a subcontractor
Goal Identify a consultant to provide modeling services
Time to Completion September 30, 2022
Deliverables RFP
Other Deliverable NA

Task Number 2
Task Title Set Context - Establish goals/motivations, assemble steering committee, and public outreach
Work Performed by TBRPC and VA Consultant
Task Description Hold meeting(s) with steering committee, including county/municipality staff, elected officials, technical experts, etc., to define the motivations, geographic context, relevant assets, and planning goals for the project. Hold public meeting(s) to present the motivations, geographic context, relevant assets, and planning goals for the project. Allow public to provide input during the initial data collection stages on guiding factors to consider and critical assets important to the community.
Goal Public Outreach
Time to Completion December 31, 2022

DRAFT

Attachment: Citrus County FDEP VA grant application (20476 : TBRPC Grant Application for FDEP Vulnerability Assessment)

Deliverables Meeting agenda indicating location, date, and time of meeting; sign-in sheets identifying the number of citizens, steering committee attendees, and county/municipality staff attendees; presentation(s) from the meeting; video or audio recording from the meeting posted to public webpage, if available; summary report including attendee input and meeting outcomes.
Other Deliverable

Task Number 3
Task Title Acquire Background Data
Work Performed by VA Consultant
Task Description Research and compile the data needed to perform the Vulnerability Assessment
Goal Identify Data gaps
Time to Completion March 31, 2022
Deliverables Data Gap Report
Other Deliverable

Task Number 4
Task Title Draft Vulnerability Assessment
Work Performed by VA Consultant
Task Description Perform the exposure analysis, following the guidelines in s. 380.093, F.S. as outlined in the Technical Standards Guidance. Identify the depth of water caused by each flood scenario. Perform the sensitivity analysis, following the guidelines in s. 380.093, F.S. Measure the impact of flooding on assets, applying the data from the exposure analysis to the inventory of critical assets created in the previous task. Include an evaluation of the impact of flood severity on each asset type at each flood scenario and assign a risk level based on percentages of land area inundated and number of critical assets affected. Hold a public meeting to present the results from the exposure analysis, sensitivity analysis, and draft Vulnerability Assessment. Allow the public to provide input on guiding factors to consider for possible areas of focus for the final Vulnerability Assessment.Identify focus areas.
Goal Draft the VA
Time to Completion May 31, 2022
Deliverables

- Tables and maps illustrating flood depths for each flood scenario; GIS files with results of exposure analysis for each flood scenario, with appropriate metadata identifying the methods used to create the flood layers.
- Draft Vulnerability Assessment Report detailing the findings of the exposure analysis and the sensitivity analysis, including visual presentation of the data via maps and tables.
- An initial list of critical and regionally significant assets that are impacted by flooding, prioritized by area or immediate need, specifying for each asset which flood scenario(s) it was impacted by.

DRAFT

Attachment: Citrus County FDEP VA grant application (20476 : TBRPC Grant Application for FDEP Vulnerability Assessment)

- Meeting agenda indicating location, date, and time of meeting; sign-in sheets identifying the number of citizens, steering committee attendees, and county/municipality staff attendees; presentation(s) from the meeting; video or audio recording from the meeting posted to public webpage, if available; summary report including attendee input and meeting outcomes, to include defining focus areas recommended by the community.
- A report summarizing the areas identified as focus areas, with justification for choosing each area; tables listing each focus area with any critical assets that are contained inside the focus area; maps illustrating the location of each focus area compared to the location of all critical assets within the geographic extent of the study.

Other Deliverable

Task Number 5
Task Title Final Vulnerability Assessment
Work Performed by VA Consultant
Task Description Further develop and finalize the Vulnerability Assessment. Hold a public meeting to present the results from the final Vulnerability Assessment.
Goal Complete the VA
Time to Completion May 31, 2022
Deliverables

- Final Vulnerability Assessment Report detailing the findings, including illustrations via maps and tables
- Meeting agenda indicating location, date, and time of meeting; sign-in sheets identifying the number of citizens, steering committee attendees, and county/municipality staff attendees; presentation(s) from the meeting; video or audio recording from the meeting posted to public webpage, if available; summary report including attendee input and meeting outcomes.

Other Deliverable

Task Number 6
Task Title Local Mitigation Strategy (LMS)
Work Performed by VA Consultant
Task Description Work with Local Mitigation Strategy Working Group (LMSWG) to ensure Vulnerability Assessment Report is in alignment with existing county LMS Plan and is utilized during the planning process of future county LMS Plan updates.
Goal LMS Integration
Time to Completion June 30, 2022
Deliverables

- Letter to FDEP and Florida Division of Emergency Management (FDEM) Mitigation Bureau Planning Unit, signed by the LMSWG Chair, or Designee confirming future integration of VA into LMS.

Other Deliverable

DRAFT

Attachment: Citrus County FDEP VA grant application (20476 : TBRPC Grant Application for FDEP Vulnerability Assessment)

6. **Task Budget Category**
   Choose the Application Task Number 1
   Expense Budget Category Project Management
   Budget Amount $50,000
   Match Amount $0

   Choose the Application Task Number 2
   Expense Budget Category Set Context
   Budget Amount $45,000
   Match Amount $0

   Choose the Application Task Number 3
   Expense Budget Category Data Collection
   Budget Amount $65,000
   Match Amount $0

   Choose the Application Task Number 4
   Expense Budget Category Draft Assessment
   Budget Amount $145,000
   Match Amount $0

   Choose the Application Task Number 5
   Expense Budget Category Final Assessment
   Budget Amount $75,000
   Match Amount $0

   Choose the Application Task Number 6
   Expense Budget Category LMS
   Budget Amount $20,000
   Match Amount $0

DRAFT

Attachment: Citrus County FDEP VA grant application (20476 : TBRPC Grant Application for FDEP Vulnerability Assessment)

AGENDA MEMORANDUM

FROM:	Michael Sherman, AICP Growth Management Director
SUBJECT:	Building Division-Additional Staff
AGENDA DATE:	**June 14, 2022**

BRIEF OVERVIEW:

In 2019 the Building Division saw a 5.5% increase in permits over 2018 with a total of 14,259 permits issued. 2020 saw an increase of 7.4%. 2021 was 14.57% over 2020 and as of 5-18-2022 there is a 2.3% increase over 2021 for the same date range. Overall, that is an increase of 29.77% in permit activity since 2018.

In the same timeframe, inspections are up 34.32% from 45,177 inspections in 2018 to 60,683 in 2021.

The Building Division is requesting two new Development Review/Permit Specialists and a new Inspector position be established in the current year.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance
3440	61000				$3,578,869

$101,000.00 for fiscal year 21-22 Building Reserve Funds will be used to cover the expenses Please see attached back up Budget transfer

RECOMMENDED ACTION:

a. Approve two new Development Review /Permit Specialists and a new Inspector position for the Department of Growth Management, Building Division
b. Approve related budget transfer.

Attachment: SKM_284e22060709020 (20400 : Building Division-Additional Staff)

DATE: 05/10/2022
TIME: 11:12:19

CITRUS COUNTY BOARD
EXPENDITURE AUDIT TRAIL

SELECTION CRITERIA: expledgr.key_orgn='3440'
ACCOUNTING PERIODS: 1/22 THRU 8/22

SORTED BY: FUND,FUNCTION,ACTIVITY,DEPARMTENT,ACCOUNT

TOTALED ON: FUND,DEPARMTENT

PAGE BREAKS ON: FUND

FUND - 466 - BUILDING DEPARTMENT
DEPARTMENT - 3440 - BUILDING DEPARTMENT

ACCOUNT DATE	T/C	PO	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION	CUMULATIVE BALANCE
60020 RES FOR OUTSTANDING PO'S (cont'd)									
09/30/21	11-1				.00			POSTED FROM BUDGET SYSTEM	
TOTAL			RES FOR OUTSTANDING PO'S		.00	.00	.00		.00
60050 RESERVE FOR CONTINGENCIES					.00	.00	.00	BEGINNING BALANCE	
09/30/21	11-1				.00			POSTED FROM BUDGET SYSTEM	
TOTAL			RESERVE FOR CONTINGENCIES		.00	.00	.00		.00
61000 RESERVED BUDGET FUND BAL					.00	.00	.00	BEGINNING BALANCE	
09/30/21	11-1				2,820,446.00			POSTED FROM BUDGET SYSTEM	
04/13/22	13-7				758,423.00			FB041222	
TOTAL			RESERVED BUDGET FUND BAL		3,578,869.00	.00	.00		3,578,869.00
TOTAL DEPARMTENT - BUILDING DEPARTMENT					8,023,388.00	3,213,308.21	31,342.40		4,778,737.39
TOTAL FUND - BUILDING DEPARTMENT					8,023,388.00	3,213,308.21	31,342.40		4,778,737.39
TOTAL REPORT					8,023,388.00	3,213,308.21	31,342.40		4,778,737.39

* THERE IS A NOTE ASSOCIATED WITH THIS TRANSACTION

Citrus County Board of County Commissioners
Budget Transfer Form

June 6, 2022	466	Building
Date	**Fund Number**	**Fund Title**

Dept/Office/Division: Building Division

Department Number	Account Number	From Amount	To Amount	Account Title
3440	61000	101,404		Reserve Cash Forward
3440	51200		49,889	Regular Salary & Wages
3440	52100		2,772	FICA Taxes
3440	52200		4,315	Retirement Contribution
3440	52300		6,086	Life & Health Insurance
3440	52400		487	Worker's Compensation
3440	53416		1,068	Software as a Service
3440	54100		559	Communication Services
3440	55201		190	Tools Imp. & Special Clothing
3440	55205		595	Uniforms
3440	55270		5,128	Computer Accessories
3440	55275		540	Computer Software
3440	55400		775	Dues, Books Subscriptions
3440	56400		29,000	Machinery & Equipment

Detailed Reason for Transfer:

This budget transfer will appropriate funding for a new Inspector III position and two Development Review/Permitting Specialist III positions.

Division Approval: Carl R Jones Date: 6-6-22

Department/Office Approval: Date:

Management & Budget Approval: Date: 6/7/22

Board Approval:

Attachment: Bldg BT (20400 : Building Division-Additional Staff)

AGENDA MEMORANDUM

FROM:	Colleen Scott, Management & Budget Director
SUBJECT:	Constitutional Officer's Proposed Budgets FY2022/2023
AGENDA DATE:	**June 14, 2022**

BRIEF OVERVIEW:

Based on guidance from the Board of County Commissioners (Board), it was requested that the Constitutional Officers total budget increase over prior year, less one-time purchases, should not exceed 6.5%. The purpose of this discussion is to review the Constitutional Officers proposed budgets for Fiscal Year 2022-2023, and provide current data that may impact the upcoming budget.

BUDGET IMPACT/FUNDING SOURCE:

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

RECOMMENDED ACTION:

Provide guidance to staff on the development of the 2022/2023 budget.

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

Clerk of the County Court
Recorder of Deeds
Clerk and Accountant of the Board of County Commissioners
Custodian of County Funds
County Auditor

110 North Apopka Avenue
Inverness, Florida 34450
Telephone: (352) 341-6414
Fax: (352) 341-6458
avick@citrusclerk.org
www.citrusclerk.org

To: Citrus County Board of County Commissioners

cc: Randy Oliver, County Administrator
Colleen Scott, Management and Budget Director

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

Re: Fiscal Year 2023 Budget

Date: June 1, 2022

The Clerk of Court respectfully submits a total budget of $3,327,339 for fiscal year 2023 as our total normal funding request. Personnel cost increases include normal merit increases and associated variable benefits, an 8% increase in health insurance and the increase in Florida Retirement System rates. We are also implementing a small adjustment in an attempt to gradually reach the $15 per hour minimum wage requirement.

This budget reflects a limited, normal increase of $256,754, or 8.36%, plus two non-recurring requests: $49,000 for one of three new servers we will need to purchase next year, and $14,000 for network equipment to connect with the new courtroom the Board is constructing in the old Coke building. The total budget request amounts to $3,390,339.

This budget request reflects the funding necessary to maintain the essential services the Clerk provides to the citizens and governmental partners. Services performed by the Clerk for Board operations include, but are not limited to:

- All accounting functions
- Accounts Payable
- Grants
- Fixed Assets
- Payroll for the Clerk, Board of County Commissioners, Supervisor of Elections, and Property Appraiser
- Annual Comprehensive Financial Report
- Banking
- Investments
- Internal Audit
- External Audit
- BOCC meetings/hearings
- VAB meetings/hearings
- Public records requests
- State & Federal reporting
- Popular Annual Financial Report
- Information technology management and support for:
  - Accounting functions
  - Budget functions
  - BOCC/VAB meetings
  - Official records
  - Records management
  - Data redundancy
- Training and support for BOCC staff

Please be aware that the Clerk is a Constitutional Officer who collects fees, which are codified as law in the Florida Statutes. As such, the Clerk does not have the latitude to increase or adjust fees for the purpose of increasing revenue to the County. The Clerk's office operates in an environment of continual process improvement to reduce costs and increase efficiency.

I welcome the opportunity to answer any questions you may have. You may to contact me directly at 341-6480, stop by my office, or I will visit yours for any needed discussion.

Attachment: Clerk's Office (20371 : Constitutional Officer's Proposed Budgets FY2022/2023)

Clerk of the Circuit Court & Comptroller
BOCC Budget Request Comparison
Fiscal Years 2021 to 2023

	FY 2021	FY 2022	FY 2023	% Change	Increase/ (Decrease)
Clerk of the Court - 2321					
Communications (FS 29.008)	$ 21,260	$ 21,260	22,860		$ 1,600
Total Clerk of Court	21,260	21,260	22,860	7.5%	1,600
Clerk to the Board - 2320					
Personal Services					
Regular Salary & Wages	1,469,026	1,649,839	1,793,636		143,797
FICA/Medicare	112,380	125,631	137,213		11,582
Florida Retirement	219,707	236,272	283,037		46,765
Insurance	212,964	221,919	241,254		19,335
Additional Insurance	121,505	127,609	138,902		11,293
Unemployment	6,500	6,500	6,500		-
Total Personal Services	2,142,082	2,367,770	2,600,542	9.8%	232,772
Operating Expenses					
General Operating	225,032	260,524	240,149		(20,375)
Software Licensing/Maintenance	283,728	225,353	277,181		51,828
Hardware Maintenance	68,878	58,728	65,607		6,879
Total Operating	577,638	544,604	582,937	7.0%	38,333
Capital					
Technology Upgrades/Rotations	166,000	136,950	121,000		(15,950)
Total Capital	166,000	136,950	121,000	(11.6%)	(15,950)
TOTAL NORMAL FUNDING REQUEST	2,906,980	3,070,585	3,327,339	8.36%	256,754
Non-Recurring Expenses					
Network Equipment for Coke building			14,000		
Servers (3) 1 allocated to BOCC	-	-	49,000		
	-	-	63,000		
TOTAL 2023 FUNDING REQUEST	$ 2,906,980	$ 3,070,585	$ 3,390,339	10.4%	$ 319,754
Full Time Equivalents	28.5	29.5	29.5		

Attachment: Clerk's Office (20371 : Constitutional Officer's Proposed Budgets FY2022/2023)

CLERK TO THE BOARD 001-2320

Description/Objectives

This budget includes employees from the following departments of the Clerk's office:

Financial Services

Finance:

The Finance Department provides accounting services and compliance monitoring including: accounts payable and payroll processing for the Board of County Commissioners, the Supervisor of Elections, the Property Appraiser, and the Clerk of the Circuit Court and Comptroller; disbursements on contracts and purchases; monitoring of capital projects; tracking of capital assets for the Clerk and Board; reconciliation and monitoring of account activity; monitoring of banking activity; processing of routine accounting activity according to GAAP; investment of funds for the Clerk and Board; budget and reporting for the Clerk of the Circuit Court and Comptroller; and preparation of the Annual Comprehensive Financial Report of Citrus County and Popular Annual Financial Report.

The Clerk provides support to Commissioners and County Departments for prompt access to public records.

***Official Records, Tax Deeds and Commission Records*:**

The responsibility of the Official Records Department is to record and maintain all official records. The Recording Division records documents into the Official Record such as deeds, mortgages, wills, marriage licenses, and court judgments. The Recording Division recorded 152,383 documents into the Official Record, 75% of the documents were recorded electronically in Fiscal Year 2021. The images of Official Records are available on the internet and on-site research.

The Commission Records Division serves as Ex Officio Clerk to the Board of County Commissioners. The Clerk records and maintains all minutes of the Board including contracts, resolutions, ordinances, deeds and easements, and provides scheduling and clerical assistance for the Value Adjustment Board. The Clerk provides live streaming video to all Board meetings.

The Tax Deed Division is responsible for processing tax deed applications for delinquent property taxes and the conducting of tax deed auctions. The Clerk received and processed 838 tax deed applications in 2021 and conducted 15 auctions of 754 tax deeds.

The Value Adjustment Board (VAB) hears appeals regarding property value assessments, denied exemptions or classifications, ad valorem tax deferrals, portability decisions, and change of ownership or control. The Clerk processes the VAB petitions and serves as clerk to the hearings and meetings. In Fiscal Year 2021, there were 2 meetings, 244 petitions, and 67 hearings.

The Clerk is an authorized Passport acceptance agent responsible for verifying and transmitting passport applications. The Clerk processed 772 applications in Fiscal Year 2021.

The Clerk issued 893 Marriage Licenses in Fiscal Year 2021.

Attachment: Clerk's Office (20371 : Constitutional Officer's Proposed Budgets FY2022/2023)

Information Services

Application Services:

The Clerk is responsible for the oversight and management of technology systems which houses all financial and budget data of the County, Clerk, and Supervisor of Elections. The Clerk provides support services to 110 Clerk users, 191 Board accounts, and 198 desktops. The Clerk stores, maintains, and provides public access to over 26.2 million images.

Records and Information Management:

The Records & Information Management Division of the Clerk's office has oversight of maintaining, protecting, and preserving the records of the Clerk's office as well as the financial records of county departments. In 2021, the Clerk managed and processed 2,110 cubic feet of records for disposition. There are three physical records storage sites: the Citrus County Courthouse, the Historic Courthouse, and underground storage at Iron Mountain in Pennsylvania.

This division is responsible for Mail Services throughout the courthouse and all outgoing mail for the county. In Fiscal Year 2021, Mail Services processed more than 151,616 pieces of mail. Additionally, the Clerk handles intake and distribution of all deliveries, interoffice mail, and parcel post packages.

The Clerk has a well-defined Emergency Management plan for the purpose of business continuity. This plan is designed to ensure the Clerk's ability to restore services within 72 hours, depending on the severity of the disaster. The Clerk partners with local agencies and judicial administration and has cooperative agreements in place to guarantee alternate locations to conduct business should the courthouse be damaged or destroyed.

Internal Audit:

The Internal Audit Division performs compliance and financial audits of all County and Clerk functions. The objective of audit services is to safeguard public funds and assets. In Fiscal Year 2021, the following audits were completed or in process:

Completed Audits

- Assessment of Citrus County Sheriff's Emergency Management
- Citrus County Community Charitable Foundation Inc.
- Citrus County Community Charitable Foundation Inc. – Follow up
- Vessel Registration Fees
- BOCC/Clerk Unannounced Cashbox Audits
- Ongoing County "Red Flag Reporting" Investigations

Audits in Process and/or Planned

- BOCC Facilities Maintenance
- BOCC Annual Risk Assessment
- Parks & Recreation/Grounds Maintenance Inventory Tracking
- BOCC IT/IS Change Management Follow Up
- American Rescue Plan
- Fire Services/Fire Academy Payment Processing

Goals

Financial Services will continue to implement efficiencies, increase trainings with County departments, and training within the division for additional bench strength.

Information Systems will successfully update three servers. Information Systems and Financial Services will work together to test the alternate facility site in the event something happened in an emergency situation and both Inverness locations were not operable for an extended period of time.

The Internal Audit Division conducts risk assessment annually and schedules the next year's audits, as well as follow-up for audits conducted over the past two years. Additionally, any special audits not scheduled and requested by the Board will be conducted as directed.

Attachment: Clerk's Office (20371 : Constitutional Officer's Proposed Budgets FY2022/2023)

CLERK OF THE COUNTY COURTS 001-2321

Per Florida statute 29.008, Counties are required by s. 14, Art. V of the State Constitution to fund the cost of communications services, existing radio systems, existing multiagency criminal justice information systems, and the cost of construction or lease, maintenance, utilities, and security of facilities for the circuit and county courts, public defenders' offices, state attorneys' offices, guardian ad litem offices, and the offices of the clerks of the circuit and county courts performing court-related functions.

Attachment: Clerk's Office (20371 : Constitutional Officer's Proposed Budgets FY2022/2023)

FISCAL YEAR 2022-2023 BUDGET

CITRUS COUNTY SHERIFF'S OFFICE

SHERIFF MIKE PRENDERGAST

Attachment: CCSO FY22-2023 Budget (20371 : Constitutional Officer's Proposed Budgets FY2022/2023)

CITRUS COUNTY SHERIFF

A Nationally Accredited Law Enforcement Agency

SHERIFF
MIKE PRENDERGAST

June 1, 2022

The Honorable Ronald E. Kitchen, Chairman
& Members of the BOCC of Citrus County
110 N. Apopka Avenue
Inverness, FL 34450

Dear Chairman Kitchen and Members of the Board:

In accordance with Title V, Chapter 30.49 Florida Statutes, please find enclosed the Citrus County Sheriff's Office Certified Budget request for the upcoming fiscal year (FY 2022/2023), which covers October 1, 2022 through September 30, 2023. I consider these proposed expenditures reasonable and necessary for the purpose of properly and efficiently carrying out the powers, duties, and operations of the Citrus County Sheriff's Office in the upcoming fiscal year.

I request a total budget of $39,949,444.00 for fiscal year 2022/2023.

Of significance as we prepared this budget for the upcoming fiscal year, we closely monitored America's inflation rate — now at a 40-year-high — and noted that it will remain at an unprecedented level throughout the remainder of 2022. Moreover, economic forecasts call for continued inflationary pressures into 2023 with rising price levels persisting through calendar year 2027 at almost 20% above today's prices, which is more than double the increase in the half decade preceding the pandemic. Over the near term of the current fiscal year, inflation has caused significant deleterious supply chain disruptions for mission essential equipment and supplies as well as heretofore-unprecedented price hikes across all functional areas of our budget.

Furthermore, some notable budget increases include state mandated FRS contribution rate increases, as stated in your May 3, 2022 FY 2022/2023 Budget Guidelines letter and increases in health insurance.

The extraordinary impact of runaway inflation, supply chain disruptions and unrelenting price hikes coupled with a tight labor market – with the lowest national unemployment rate since 1969 – and annual wage growth higher than at any point in over 20 years, our ability to accomplish our mission is in grave peril. This budget addresses our present needs and constitutes a roadmap for the future of Sheriff's Office operations in a county with:

Attachment: CCSO FY22-2023 Budget (20371 : Constitutional Officer's Proposed Budgets FY2022/2023)

- A growing economy – with a wealth migration of more than $117 million dollars per year into our county.
- A steadily growing tourism industry – with hotel and vacation rental occupancy at pre-pandemic levels.
- A population growth rate of 3.1% – with estimates predicting more than 186,000 residents by 2030.

Additionally, with Florida's declining unemployment rate and strong job growth, "The economic data underscores that Florida is outperforming the nation by protecting the freedom Floridians need to do business and drive economic success," according to Governor DeSantis. The Governor went on to state, "Florida supports first responders and service members who protect our freedom. Due to the hard work of Florida's law enforcement officers, our crime rate decreased last year, marking the 50th consecutive year the state has seen a drop in its crime rate." Accordingly, the Governor's "Freedom First Budget" manifestly backs the blue with precedent setting investments in salary increases for those working in public safety for all veteran state sworn law enforcement and for entry-level state sworn law enforcement. Expressly, Governor DeSantis's budget includes:

- Effective July 1, 2022, State Law Enforcement Officers, Lottery Law Enforcement Officers and Highway Patrol Troopers will receive a 5.38% plus a 5% pay increase, or the base salary will move to $50,000, whichever is higher.
- A $5,000 signing bonus for every recruit who is new to the law enforcement profession in Florida once they complete their training and they officially become a law enforcement officer.
- Providing the State Officer Certification Exam free of charge to law enforcement officers relocating to Florida and covering the cost of any necessary equivalent training programs for relocating officers, up to $1,000 per officer.
- Creating a law enforcement academy scholarship program to cover the cost of enrollment for men and women seeking to serve their state and communities through police work.
- Raising the minimum wage for state workers to $15 per hour.

On March 14, 2022, the Florida House of Representatives and Senate approved a $112 billion budget for Fiscal Year 2022 – 23. On April 1, 2022, Governor DeSantis furthered his commitment to making Florida the most law enforcement-friendly state in the nation by signing

Attachment: CCSO FY22-2023 Budget (20371 : Constitutional Officer's Proposed Budgets FY2022/2023)

HB 3, legislation that encourages Floridians to join the law enforcement profession and incentivizes out-of-state law enforcement professionals to bring their skills to the Sunshine State. We anticipate the Governor's signature on the Fiscal Year 2022 – 23 state budget in the days ahead.

The competition for talent within public safety professions has never been more acute. The pandemic has further exacerbated the persistent struggle for skilled human capital within our state with private sector employers seeking out our most capable employees and offering significantly higher, inflation fighting salaries and robust compensation packages. Moreover, "The worker shortage is a crisis," according to U.S. Chamber President and CEO Suzanne Clark. "It's contributing to supply chain disruptions and rising inflation. We can't simply move people from one industry to another to solve this challenge. We must grow our workforce if we want to grow our economy and stay competitive." In short, the new competition for talent is not just about public and private sector employers competing with one another to find the best professionals to fill critical roles; it's about public and private sector employers competing with one another for essentially the same pool of prospective employees. We are acutely aware of the multifaceted challenges associated with this problem, and we plan to seize the initiative on all fronts.

I would be remiss if I did not point out the effect soaring inflation right here in our community is having on our individual employees within the agency. While inflation is rising everywhere, price hikes are particularly devastating to the households of our deputies, communications officers, and support staff colleagues with already tight budgets. Nearly all their expenses go to necessities — food, energy, housing — which have seen some of the largest increases at different points over the past year. Inflation will mean the average U.S. household has to spend an extra $5,200 this year ($433 per month) compared to last year for the same consumption basket, according to estimates by Bloomberg Economics.

With acknowledgment of the aforementioned facts – in order for the Citrus County Sheriff's Office to retain its current work force as well as attract, recruit and hire the new talent necessary to meet the increasing demands for service by our citizens and visitors to our community – we must aggressively attack the compensation challenges of present labor market conditions for our law enforcement officers, communications officers and support staff. This is an imperative of our public safety foundation in Citrus County, and this budget addresses those imperatives.

Attachment: CCSO FY22-2023 Budget (20371 : Constitutional Officer's Proposed Budgets FY2022/2023)

In addition to the foregoing information, I would like to draw your attention to the attachments (and their enclosures) included in this year's budget:

- Attachment 1 projects Anticipated Additional Revenues to the Sheriff's Office.
- Attachment 2 summarizes the Citrus County Sheriff's Office Budget for Fiscal Year 2022 – 2023.
- Attachment 3 consists of the results of a comprehensive Staffing Needs Assessment.
- Attachment 4 encompasses the projected costs to implement part of Phase One of the staffing needs assessment. Elements of Phase One include mission essential personnel and equipment requested for urgent needs in 2021 that was presented upon BOCC request and not approved. However, the bulk of the projected costs are essential in order to meet the existing demands for service identified in the assessment.
- Attachment 5 is a quote from Motorola for the deployment of a Body Worn Camera program for all sworn personnel.
- Attachment 6 is a project cost assessment for the first year costs of deployment of a body worn camera program. The costs detailed herein support the first part of Phase One detailed in Attachment 3 and elaborated upon in Attachment 4. Furthermore, these costs include equipment and personnel requested for urgent needs in 2021 that was presented upon BOCC request and not approved.
- Attachment 7 is the Citrus County Sheriff's Office Budget for Fiscal Year 2022 – 2023 broken down to the Sub-Object Level of Detail.

In closing, we faithfully endeavor to prepare a budget that will meet the demands and service expectations of our citizens. As always, we appreciate your support to this state and nationally accredited law enforcement agency along with the men and women who selflessly serve the citizens of Citrus County.

Yours in Service,

Sheriff Mike Prendergast

Cc: Ruthie Davis Schlabach, 1st Vice Chairwoman, District 3
Holly L. Davis, 2nd Vice Chairwoman, District 5
Jeff Kinnard, Commissioner, District 1
Scott Carnahan, Commissioner, District 4
Randy Oliver, Administrator
Barbara Luckham, Budget and Management

Attachment: CCSO FY22-2023 Budget (20371 : Constitutional Officer's Proposed Budgets FY2022/2023)

CITRUS COUNTY SHERIFF
A Nationally Accredited Law Enforcement Agency

SHERIFF
MIKE PRENDERGAST

June 1, 2022

The Honorable Ronald E. Kitchen, Chairman and Members
of the Board of County Commissioners of Citrus County
110 N. Apopka Avenue
Inverness, Florida 34450

Chairman Kitchen and Members of the Board:

In accordance with Section 30.49 (2)(a), I hereby certify that the proposed budget of expenditures is reasonable and necessary for the proper and efficient operation of the Citrus County Sheriff's Office for the ensuing 2022-2023 fiscal year.

Categories of Expense	General Law Enforcement	Judicial Services	Total Expenses
Personal Service	$28,091,436.00	$3,073,062.00	$31,164,498.00
Operating Expenses	$6,332,729.00	$278,179.00	$6,610,908.00
Capital Outlay	$2,057,830.00	$5,000.00	$2,062,830.00
Debt Service	$105,135.00	$6,073.00	$111,208.00
TOTAL FUND 001	$36,587,130.00	$3,362,314.00	$39,949,444.00

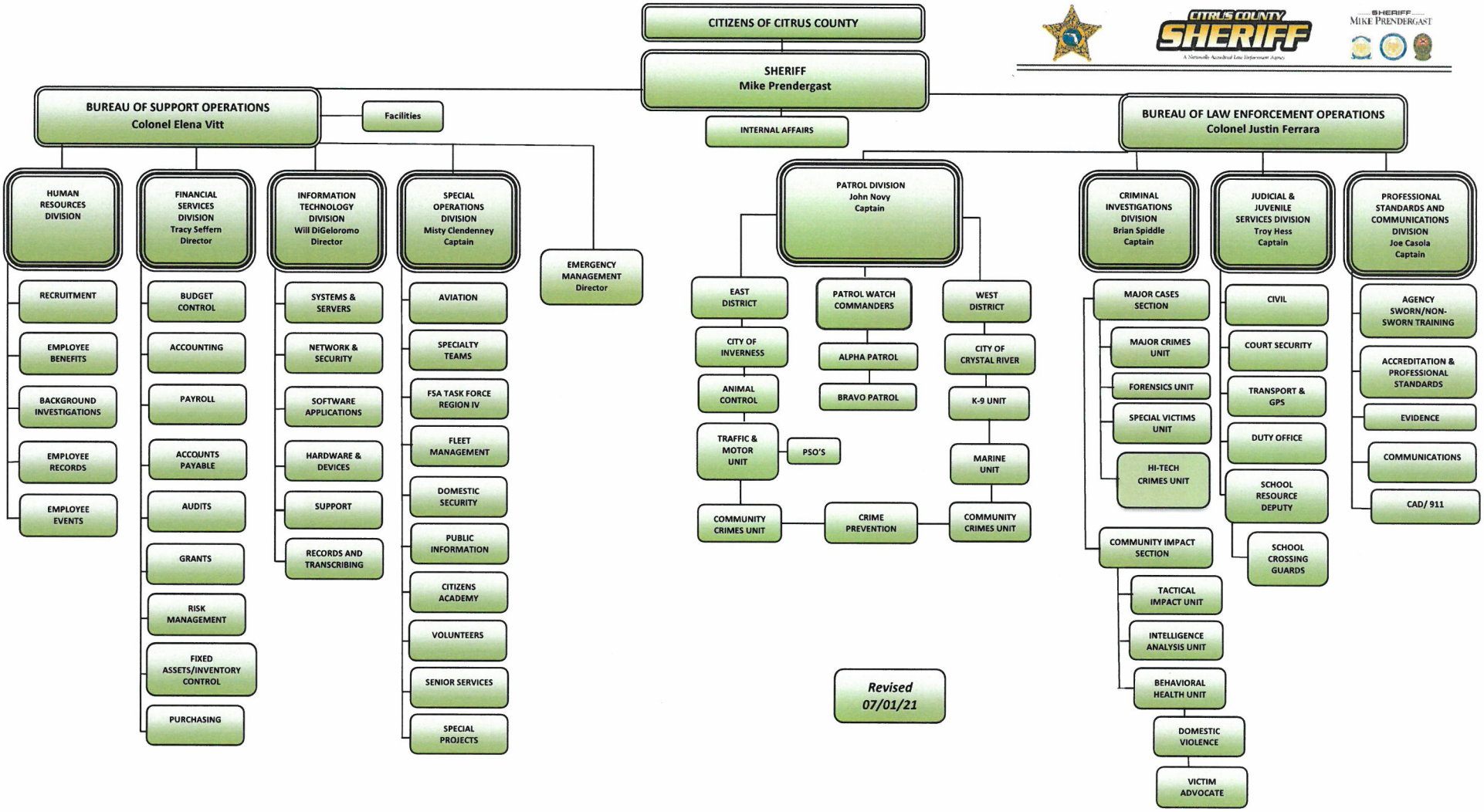
Mike Prendergast, Sheriff

Before me this 1st day of June 2022 appeared Mike Prendergast, Sheriff of Citrus County, Florida, who is personally known to me.

Notary Public

TRACI BEAGAN
Commission # HH 102792
Expires May 4, 2025
Bonded Thru Troy Fain Insurance 800-385-7019

Attachment: CCSO FY22-2023 Budget (20371 : Constitutional Officer's Proposed Budgets FY2022/2023)


CITIZENS OF CITRUS COUNTY
SHERIFF
Mike Prendergast
INTERNAL AFFAIRS
BUREAU OF SUPPORT OPERATIONS
Colonel Elena Vitt
Facilities
HUMAN RESOURCES DIVISION
RECRUITMENT
EMPLOYEE BENEFITS
BACKGROUND INVESTIGATIONS
EMPLOYEE RECORDS
EMPLOYEE EVENTS
FINANCIAL SERVICES DIVISION
Tracy Seffern
Director
BUDGET CONTROL
ACCOUNTING
PAYROLL
ACCOUNTS PAYABLE
AUDITS
GRANTS
RISK MANAGEMENT
FIXED ASSETS/INVENTORY CONTROL
PURCHASING
INFORMATION TECHNOLOGY DIVISION
Will DiGeloromo
Director
SYSTEMS & SERVERS
NETWORK & SECURITY
SOFTWARE APPLICATIONS
HARDWARE & DEVICES
SUPPORT
RECORDS AND TRANSCRIBING
SPECIAL OPERATIONS DIVISION
Misty Clendenney
Captain
AVIATION
SPECIALTY TEAMS
FSA TASK FORCE REGION IV
FLEET MANAGEMENT
DOMESTIC SECURITY
PUBLIC INFORMATION
CITIZENS ACADEMY
VOLUNTEERS
SENIOR SERVICES
SPECIAL PROJECTS
EMERGENCY MANAGEMENT
Director
BUREAU OF LAW ENFORCEMENT OPERATIONS
Colonel Justin Ferrara
PATROL DIVISION
John Novy
Captain
EAST DISTRICT
CITY OF INVERNESS
ANIMAL CONTROL
TRAFFIC & MOTOR UNIT
PSO'S
COMMUNITY CRIMES UNIT
PATROL WATCH COMMANDERS
ALPHA PATROL
BRAVO PATROL
CRIME PREVENTION
WEST DISTRICT
CITY OF CRYSTAL RIVER
K-9 UNIT
MARINE UNIT
COMMUNITY CRIMES UNIT
CRIMINAL INVESTIGATIONS DIVISION
Brian Spiddle
Captain
MAJOR CASES SECTION
MAJOR CRIMES UNIT
FORENSICS UNIT
SPECIAL VICTIMS UNIT
HI-TECH CRIMES UNIT
COMMUNITY IMPACT SECTION
TACTICAL IMPACT UNIT
INTELLIGENCE ANALYSIS UNIT
BEHAVIORAL HEALTH UNIT
DOMESTIC VIOLENCE
VICTIM ADVOCATE
JUDICIAL & JUVENILE SERVICES DIVISION
Troy Hess
Captain
CIVIL
COURT SECURITY
TRANSPORT & GPS
DUTY OFFICE
SCHOOL RESOURCE DEPUTY
SCHOOL CROSSING GUARDS
PROFESSIONAL STANDARDS AND COMMUNICATIONS DIVISION
Joe Casola
Captain
AGENCY SWORN/NON-SWORN TRAINING
ACCREDITATION & PROFESSIONAL STANDARDS
EVIDENCE
COMMUNICATIONS
CAD/ 911
Revised
07/01/21

Citrus County Sheriff's Office
2022/2023 Budget
Attachment 1

Anticipated Additional Revenues To The Sheriff's Office

Crossing Guard Contract	$122,635.00
State and Local Fuel Tax to County	$92,235.00
2020/2021 Amounts Returned to County	$34,454.00
Civil Fees	$40,920.00
Records Fees	$23,903.00
Total Estimated Revenues	$314,147.00

Attachment: CCSO FY22-2023 Budget (20371 : Constitutional Officer's Proposed Budgets FY2022/2023)

CITRUS COUNTY SHERIFF'S OFFICE
2022/2023 BUDGET
ATTACHMENT 2

SHERIFF'S OFFICE		
GENERAL FUND		
SALARY		25,595,605.00
OPERATING		5,459,993.00
CAPITAL		812,058.00
DEBT		105,135.00
SALARY	EXPANSION OF STAFFING	2,222,214.00
OPERATING	EXPANSION OF STAFFING	536,389.00
CAPITAL	EXPANSION OF STAFFING	1,189,146.00
SALARY	NEW BODY-WORN CAMERA PROGRAM	273,617.00
OPERATING	NEW BODY-WORN CAMERA PROGRAM	336,347.00
CAPITAL	NEW BODY-WORN CAMERA PROGRAM	56,626.00
TOTAL GENERAL FUND		36,587,130.00
JUDICIAL SERVICES		
SALARY		3,073,062.00
OPERATING		261,687.00
CAPITAL		5,000.00
DEBT		6,073.00
OPERATING	NEW BODY-WORN CAMERA PROGRAM	16,492.00
TOTAL JUDICIAL SERVICES		3,362,314.00
TOTAL BUDGET		
SALARY		31,164,498.00
OPERATING		6,610,908.00
CAPITAL		2,062,830.00
DEBT		111,208.00
TOTAL SHERIFF'S OFFICE BUDGET		**39,949,444.00**

Total Emergency Management	
SALARY	71,133.00
OPERATING	72,791.00
CAPITAL	55,000.00
TOTAL EMERGENCY MANAGEMENT ******	198,924.00
Total Animal Control	
SALARY	498,145.00
OPERATING	120,742.00
CAPITAL	56,800.00
TOTAL ANIMAL CONTROL ******	675,687.00

****Emergency Management total is included in the above Sheriff's Office Budget Total
accounted for in Department 7100- This breakout starts on page 9 and finishes on page 10 of Attachement 7.
****Animal Control total is included in the above Sheriff's Office Budget Total
accounted for in Department 3814- This breakout starts on page 7 and finishes on page 8 of Attachement 7.

Attachment: CCSO FY22-2023 Budget (20371 : Constitutional Officer's Proposed Budgets FY2022/2023)

EXPANSION OF STAFFING

Attachment: CCSO FY22-2023 Budget (20371 : Constitutional Officer's Proposed Budgets FY2022/2023)

CITRUS COUNTY SHERIFF

A Nationally Accredited Law Enforcement Agency

SHERIFF
MIKE PRENDERGAST

June 1, 2022

The Honorable Ronald E. Kitchen, Chairman
& Members of the BOCC of Citrus County
110 N. Apopka Avenue
Inverness, FL 34450

Dear Chairman Kitchen and Members of the Board:

In 2021, at your request, the Citrus County Sheriff's Office presented a proposal to increase our law enforcement staffing levels to address maritime issues and a body worn camera initiative. This request was precipitative of a forthcoming initiative to increase overall staffing to focus on current shortages and future needs of the agency. The initial request by you was specific to the above; however, this analysis will outline a five-year plan to address immediate and future concerns.

Yours in Service,

Mike Prendergast
Sheriff

Cc: Ruthie Davis Schlabach, 1st Vice Chairwoman, District 3
Holly L. Davis, 2nd Vice Chairwoman, District 5
Jeff Kinnard, Commissioner, District 1
Scott Carnahan, Commissioner, District 4
Randy Oliver, Administrator
Barbara Luckham, Budget and Management

Attachment: CCSO FY22-2023 Budget (20371 : Constitutional Officer's Proposed Budgets FY2022/2023)

STAFFING NEEDS

A Hybrid Model

ABSTRACT

Mirroring Flagler County Sheriff's manpower analysis model prepared by the University of North Florida Department of Criminology and Criminal Justice.

Ferrara, Justin

A hybrid model work force analysis of immediate and near future law enforcement staffing needs for Citrus County, Florida.

Attachment: CCSO FY22-2023 Budget (20371 : Constitutional Officer's Proposed Budgets FY2022/2023)

INTRODUCTION

In 2021, the Citrus County Sheriff's Office, at the request of the Board of County Commissioners (BOCC), presented a proposal to increase our law enforcement staffing levels to address maritime issues and a body warn camera initiative. This request was precipitative of a forthcoming initiative to increase overall staffing to focus on current shortages and future needs within the agency. The initial request by the BOCC was specific to the above; however, this analysis will outline a five year plan to address immediate and future concerns. Prior to discussing philosophies of staffing, a brief agency history follows below.

HISTORY

In 2010, the Citrus County Sheriff's Office had budgeted for and was allocated for 224 sworn law enforcement positions, and our county's population at the time was 141,236 per the U.S. Census. In 2010, our Public Safety Answering Point (PSAP), commonly referred to as the communications center, answered 77,256 emergency call for service (911-calls). Our average obligated time on a call for service was approximately 32 minutes. Since then, the number of sworn personnel declined down to a low of 208 positions in 2017. In 2018, on February 14, tragedy struck in Parkland, and immediately SB 7026 required School Safety Officers in every public school. Citrus County was fortunate to have a large sworn law enforcement presence in the school system already, which only required the addition of nine sworn law enforcement positions to our ranks in order to comply with the State minimum mandates.

In 2020, our communications center received 85,887 emergency calls for service (911-calls), which is an increase greater than 10% in call volume. Our average time on a call, however, increased to approximately 52 minutes, which is a 63% increase in dedicated time. Also in 2020, due to the growing needs to address mental illness in our community, along with an increase in overdose deaths in epic proportions, we were able to increase sworn staffing, reaching 220 sworn law enforcement officers.

Today, we are still not at the staffing levels of sworn personnel we had on duty ten years ago, yet our population has increased by nearly 12%, to 158,083 per United States Census Bureau, July 01, 2021 estimate. Our 911-calls for service in 2021 totaled 88,588, a 14% increase from 2010 and a 3.3% increase from 2020. So far in 2022, we are trending for another 3.3% increase in 911-Calls. These numbers do not account for the nearly 130,721 non-emergency calls handled by our communications center annually. Adjusting our current sworn personnel staff solely to meet the population percentage increase over the last twelve years, we should be at a minimum of 246 sworn law enforcement officers.

As a requirement of accreditation, in both the Commission on Accreditation for Law Enforcement Agencies (CALEA) and the Commission for Florida Law Enforcement Accreditation (CFA), staffing studies are consistently completed. In each study dating back to 2010, in regards to Patrol, we have consistently been below minimum staffing recommendations. These studies utilized both IACP guidelines as well as the Performance Based Approach to determine appropriate staffing

Attachment: CCSO FY22-2023 Budget (20371 : Constitutional Officer's Proposed Budgets FY2022/2023)

levels. In order to understand how these numbers are obtained, it is necessary to discuss the various approaches of staffing studies.

STAFFING APPROACHES

1. Per-Capita Approach: Percentage required based upon population. This is a comparative number based upon how many law enforcement officers are there for every 1,000 citizens across the nation. This estimate typically refers to sworn law enforcement but can also include non-sworn who assist in the function. Based upon the FBI's 2018 numbers, the nationwide agency average for sworn law enforcement is 2.4 per 1,000. Also provided was the combined number for both sworn and non-sworn, which is 3.4 per 1,000. In 2020, Citrus County sat at 1.39 sworn per 1000 and in 2010 we were at 1.6 sworn. This model is based solely on existing law enforcement agencies across the nation. If we mirrored this model, it would require increasing our sworn by more than 146 officers and increasing civilian staff accordingly.

2. Minimum Manning Approach: Best described as a past practices approach to staffing. Determine minimum number of deputies needed to meet the needs of the community without jeopardizing anyone's safety. This approach does not take into consideration population variations, trending criminal issues, and immediate community concerns. It is best described as a "laissez faire" approach, which is not recommended by professionals, yet it still occurs across the nation.

3. Budgeted Level Approach: This model is based purely upon money, and has no basis on the needs of the community or their wishes. Regretfully, this is one of the most common approaches, and is full of serious issues. Typically, the main issue is an understaffed agency, which will continue to be understaffed because of the limitations put on budget increases. It also allows for agencies to remain overstaffed, which is a poor use of tax dollars.

4. Workload Analysis Models: Considered one of the best ways of conducting a staffing study, however requires numerous calculations as well as analysis. These studies account for scheduling, time off, training, and provide for percentages of expectations required. This would be a breakdown of times of being proactive, available to take a call, handle a call, do administrative work, and also be on a break. It provides for a measureable time management in a perfect world.

5. Hybrid Models: Based upon a 2021 study out of the University of North Florida, Department of Criminology and Criminal Justice. This hybrid model utilized a blended per capita and workload analysis model. If you use datasets from various models / sources and conduct a comparative analysis, this will result in the most defendable outcomes.

Attachment: CCSO FY22-2023 Budget (20371 : Constitutional Officer's Proposed Budgets FY2022/2023)

INITIAL SUMMARY

In order to be responsive to the needs of our growing community, it is necessary to increase our staffing levels of sworn law enforcement officers. This will address our immediate concerns and set the conditions to properly prepare ourselves for the inevitable population growth, community development, and booming tourist related activities. These causes are not all inclusive, knowing other requested or required services in years to come are unforeseeable. This product is based upon necessary sworn personnel required to effectively police our community; however any increase in sworn will inevitably require an increase in non-sworn support staff.

Since 2011, the Citrus County Sheriff's Office has prepared staffing studies for patrol utilizing two approaches, the International Association of Police Chiefs Model (IACP) and a Performance-Based Approach Model, which was funded by the U.S. Department of Justice, COPS Office. In both of these models, without fail, we have been far below recommendations every time. On average, we are 20-25 sworn patrol positions below suggested staffing. There is an immediate need to bring sworn staffing levels up and continue to support appropriate staffing for the future, not only for sworn personnel but also for communications staff and support staff.

In the 2022-2023 budget, there will initially be **twenty-two sworn positions** added to the Sheriff's Office. This will address sworn shortages across the Sheriff's Office such as in the Patrol Division and Marine / ATV Unit, as well as leadership positions overseeing specialized programs. It will also prepare the agency for the deployment of a Body-Warn Camera initiative, which would require dedicated sworn and non-sworn personnel due to the various requirements of this technology, to include but not limited to; oversight, review, compliance, and public record requests. Behavioral Health is a growing community need; we plan to add detectives into this unit addressing mental illness and opioid addictions.

BACKGROUND

Law enforcement's mission is constantly changing; however, society never allows for the removal of any prior tasks. Rather, the mission set (duties, responsibilities, and citizen expectations) is ever-expanding. If enforcing criminal law was the only mission of law enforcement, the addition of personnel would be questionable. Since this clearly is not the case, agencies across the nation are constantly in need of additional personnel to fulfill their communities' expectations. Citrus County is no exception, and our community expects responsiveness to their needs, whether it is criminal, civil, social, psychological, or educational. The Citrus County Sheriff's Office is called upon for much more than mere crime fighting, and we strive to continually to deliver timely and superior services in any realm when requested.

Numerous aspects are considered when conducting a staffing analysis and, on a larger scale, include size of population, size of area, calls for service, as well area of geographic locations. Each of these larger categories can then be broken down further to include age of population, types of calls for service, geography, tourism, and community diversity. These areas can be broken down even further. However, community expectations should always be the driving force. If the

Attachment: CCSO FY22-2023 Budget (20371 : Constitutional Officer's Proposed Budgets FY2022/2023)

community expects a deputy to respond to a call for service no matter the call type and be there within three minutes, or to have traffic enforcement on every road, and marine enforcement on every waterway in the county 24/7, the staff required to fulfill these expectations would be unfathomable.

The question to consider is how has all of this been accomplished without negatively effecting the overall quality of services being provided to our community? The answer is the entire staff at the Citrus County Sheriff's Office. The Sheriff's Office incorporates numerous strategic approaches into their services provided countywide. Either a response driven approach utilizing prioritization, a data driven aspect for proactive activities or seeking technological methodologies whenever fiscally feasible. It is also accomplished by recruiting, hiring, training, and retaining those employees worthy of being called a Citrus County Sheriff's Office employee.

Summarizing a Tennessee Supreme Court Justice, law enforcement today are required to be an investigator, a medic, social worker, crisis intervention specialist, counselor, mentor, and peace maker. We have a duty to protect our communities from criminals, accidents, natural disaster, and even from each other. We are called upon to search for criminals, children, elderly, parents, and pets. We are society's problem solvers when there is no other solution. Our communities' expectations are the same as all others, and to continue to keep up with these growing services, additional staff is required.

GEOGRAPHY/STATISTICS

Citrus County is located on the west coast of central Florida, totaling 773 square miles, with 224 (29%) of which are waterways. We see over 500,000 visitors annually due to tourism. Citrus County is home to approximately 158,083 residents. The Sheriff's Office also contracts with two municipalities providing enhanced law enforcement services, which both recently added sworn staff in their contracts in recognition of our growing community's needs.

Over the past ten years, the number of 911 calls have increased, the dedicated time on a call for service has increased and our response time has increased, which is expected. Our Patrol Division is split into two districts (East/West), and each district is split into four (4) zones and a contracted city. Approximately 55% of calls are generated from the east side and 45% of calls from the west side. In regards to time of day, 63% of the calls occur from 0600-1800. The two busiest zones are 2E and 3E, followed by 2W, 3W, and then the contracted cities.

Over the last six years (2016-2021), the Citrus County Sheriff's Office has averaged over 175,000 calls for service annually. This equates to approximately 480 calls a day, and 20 calls an hour. Depending on the type of call, we average an 8 to 9 minute response time and on average stay on a call for 44 minutes.

Attachment: CCSO FY22-2023 Budget (20371 : Constitutional Officer's Proposed Budgets FY2022/2023)

WHY A BLENDED MODEL

The per capita model is a common model and utilized by law enforcement agencies at the state, national and even international levels. Per 2020 data from the Florida Department of Law Enforcement, the Citrus County Sheriff's Office, is at 1.39 sworn law enforcement per 1000 population. Per the Federal Bureau of Investigation data in 2020, the average agency in the south sits at 2.5 sworn personnel per 1,000. In short, we are far below both averages cited above. If we look at both the area of the United States (south) and couple this with a population criteria falling in the 100,000 to 249,000 range, the average is 1.9 sworn personnel per 1000, which also sets us far below the national average. The State of Florida average is 1.7 sworn personnel per 1000 for Sheriff's Offices and 2.36 sworn personnel per 1000 for police departments, per FDLE.

If the Citrus County Sheriff's Office wanted to meet the State of Florida average, we would need to add 48 sworn law enforcement officers. If we were to meet the National average for the South, it would require adding 80 sworn law enforcement to our staff. Many agencies across the nation utilize the per population aspect as a true measure of their required staffing, however it does have its own inherent shortcomings which will be discussed below.

How this ratio is configured is the primary concern for comparative purposes. Is it total sworn law enforcement at an agency or could it be representative of actual units available for dispatched calls. If so, does it take into account supervision, specialty units or teams, which are not available to take a dispatched call for service? Understanding exactly what is being reported to create this ratio should be noted, but it is a good guide to use and gross discrepancies in ratios can be a call for change.

The workload model takes into account numerous factors and then parallels these against potential resources. It has been a model utilized by the Citrus County Sheriff's Office for years. It takes into account working expectations of a deputy and quantifies it against community necessity. This model can be modified based upon multiple factors and percentages can be utilized to ensure all aspects of a deputy's time is measureable. This model can be somewhat problematic since its calculations are derived through calls for service, and is more geared toward a patrol response, and separate staffing analysis should be done for other areas.

As an example, case assignment and the hours of investigations conducted by detectives, to include preparation for court proceedings, or the hours School Resource Deputies dedicate their time at Citrus County Schools. The security at the Citrus County Courthouse and the service of civil papers or the GPS tracking of offenders are all areas that may require separate staffing studies.

This also does not take into account the hours of required training to meet the standards of a sworn deputy or those assigned to specialty teams such as K9, EOD or SWAT.

Utilizing a blended model will provide a broad-spectrum ratio analysis while also taking into account the many variables inherent in running an all-inclusive law enforcement agency.

Attachment: CCSO FY22-2023 Budget (20371 : Constitutional Officer's Proposed Budgets FY2022/2023)

CITRUS COUNTY SHERIFF'S OFFICE ANALYSIS

Utilizing the population ratio just to meet the State of Florida average of 1.7 sworn deputy sheriff's per 1000, the Citrus County Sheriff's Office would have to increase sworn personnel by 48. This is on the lowest end of the spectrum since this is total sworn law enforcement at the agency. This number was derived from taking the total population of Citrus County, which per the 2022 U.S. Census Bureau puts Citrus County at 158,083. Dividing 158,083 by 1000, which would be 1 per 1000, is 158.08. The State average is 1.7, so taking 158.08 (1.7) = 268.73. Currently, CCSO has 220 sworn positions, and if you take the difference between 268 and 220, you have 48, which is our minimum sworn staffing shortage.

As briefly discussed already, these ratios may not take into consideration other variables. However, if they are truly all inclusive, the Citrus County Sheriff's Office is severely understaffed per the population ratio.

The workload analysis model will provide the minimum number of deputies needed to respond to calls for service. Depending on the type of model chosen these figures can vary. This analysis will utilize only dispatched calls for service, which will yield a lower number, however it will even more so paint a picture of the overall shortage.

The statistics required to make the analysis based upon the model utilized by the University of North Florida, will be calls for service (CFS), average time on the call, 5% multi-unit dispatch, hours on shift, percentage of time dedicated to the call, and the shift relief factor. This is very similar to both the IACP Model and the Performance Based Approach Model done by Michigan State University. In all of these models, having deputies working 12 hours shifts, requires a 2.41 relief factor. A relief factor is a multiplier that will ensure that sufficient staff is employed to ensure adequate coverage, this takes into consideration training, vacation, sick-days, injuries, and military leave.

Percentages vary with models. For this analysis, we will use a 33% of the time a deputy would be responding to and on a call for service. This is a recommendation of the IACP and is considered an industry standard. The remainder of the deputy's time will be proactive activities such as running traffic, conducting follow-up, community engagements, report writing or other administrative duties. In direct conflict with most "Cop Movies", more time is spent doing paperwork and documenting incidents as compared to all the action typically seen.

In lieu of doing the analysis for each specific year, we will employ the average of the last four years (2018, 2019, 2020 and 2021). Aspects to understand when looking at calls for service (CFS) will briefly be explained. Some models look at the total CFS that includes proactive aspects as well as dispatch driven calls. Since this analysis will strictly be about Patrol Deputies, which are those units responding to calls for service. I have removed all self-dispatched calls to include traffic stops for this analysis.

The average number of dispatched calls for service over this period equates to (105,499) and the average time on a call for service is 41 minutes and 27 seconds. When all calculations are made, the Patrol Division of the Citrus County Sheriff's Office should have 128 call-taking deputies

Attachment: CCSO FY22-2023 Budget (20371 : Constitutional Officer's Proposed Budgets FY2022/2023)

assigned to the division. Currently we are far below this requirement having 84 assigned to the Patrol Division, which includes, patrol deputies, K9's, and traffic deputies. If we were to add in all supervising Sergeants and Lieutenants assigned to patrol, we would still only be at 98. However, supervisors are not call-taking deputies in regards to staffing analyses. Based upon this analysis we are still short 44 deputies in just the Patrol Division. This is assuming our traffic units, and K9's are all taking normal calls for service along with fulfilling their special function. Since K9's and traffic units are engaged in details frequently, using them in this fashion limits their proactive assignments.

FINAL SUMMARY

The Citrus County Sheriff's Office is in dire need of increased staffing to meet the demands of the community being served. Adding 22 sworn personnel this fiscal year will begin to bring some relief. However, adding even more staff over the next five years will be necessary. Noted above, if we were just to meet the average ratio of Sheriff Offices in Florida, we need to add 48 sworn law enforcement. This first phase of adding 22 sworn law enforcement will be followed by additional phases over the next five years catching up and then keeping pace with county growth.

Below will be a breakdown of the phases. These estimates are minimums of adding a patrol deputy to the ranks. Maximizing increases by targeting specific areas in which sworn are utilized is essential for growth. The addition of personnel in specific units would require more equipment, training, and supervision.

Phase One: Adding 22 sworn personnel

Phase Two: Adding 15 sworn personnel

Phase Three: Adding 11 sworn personnel

After phase three, without adjustments for future population increases, the Citrus County Sheriff's Office would meet the average ratio for Sheriff's Offices in Florida based upon the (1.7 deputies per 1000) and the 2022 U.S. Census population of 158,083. Since stage 3 is set to take place in the year 2025, our foreseeable population will increase, so the need to ensure appropriate staffing is maintained with the pace of growth, phase (Four) should be revisited adding anywhere between 2 to 10 sworn personnel depending on populace and community needs.

Phase Four: Adding 2 - 10 sworn personnel

Attachment: CCSO FY22-2023 Budget (20371 : Constitutional Officer's Proposed Budgets FY2022/2023)

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TOTAL COST TO ADD 21 ENTRY LEVEL SWORN POSITIONS

		EACH		TOTAL FOR 21
	PERSONAL SERVICES			
EMPLOYEE COMPENSATION		$55,050.00		
BENEFITS	(FICA TAXES, FRS, WC, HEALTH INSURANCE)	$31,004.00		
	TOTAL PERSONAL SERVICES	$86,054.00	21	$1,807,134.00
	OPERATING EXPENSES			
	PHYSICALS	$128.00		
	PSYCHOLOGICAL	$250.00		
	MIFI FOR WiFi	$444.00		
	INSURANCE:LIABILITY	$1,055.00		
	INSURANCE: VEHICLE	$1,107.00		
	STATUTORY DEATH	$74.00		
	VEHICLE MAINTENANCE AND VEHICLE DEPLOYMENT	$1,379.00		
	INSTALL MOBILE RADIO	$173.00		
	INSTALL VEHICLE EQUIPMENT	$1,500.00		
	VEHICLE TAG	$118.00		
	OFFICE SUPPLIES	$50.00		
	FUEL/OIL/FLUIDS	$7,572.00		
	AMMUNITION	$646.00		
	UNIFORMS AND EQUIPMENT	$3,191.00		
	BULLET PROOF VEST AND SPEED PLATE	$920.00		
	CAGE AND WINDOW BARS	$1,050.00		
	PRISONER SEAT	$999.00		
	SIREN CONTROL BOX AND SPEAKER	$505.00		
	LED LIGHTING	$1,465.00		
	MISCELLANEOUS SUPPLIES: TAG BRACKET, STINGER CRADLE CLAMP & POWER CORD, SUNPASS	$60.00		
	MISCELLANEOUS SUPPLIES: FIRST AID KIT, FLARES CONES, FIRE EXTINGUISHER, STOPSTICKS	$650.00		
	GPS/AVL	$27.00		
	GUNRACK	$290.00		
	CONSOLE W/COMPUTER STAND	$1,132.00		
	GUN LIGHTS AND OPTICS	$551.00		
	TOTAL OPERATING	$25,336.00	21	$532,056.00
	CAPITAL OUTLAY			
	VEHICLE	$36,707.00		
	MOBILE RADIO	$5,199.00		
	PORTABLE RADIO	$5,763.00		
	COMPUTER EQUIPMENT	$1,400.00		
	AED	$1,445.00		
	LIGHTBAR	$1,499.00		
	WEAPONS (AR-15, HAND GUN, TASER)	$3,031.00		
	RADAR	$1,582.00		
	TOTAL	$56,626.00	21	$1,189,146.00
	GRAND TOTAL - ENTRY LEVEL SWORN POSITIONS	**$168,016.00**	21	**$3,528,336.00**

TOTAL COST TO ADD 7 CIVILIAN POSITIONS

	PERSONAL SERVICES			
EMPLOYEE COMPENSATION				$285,446.00
BENEFITS	(FICA TAXES, FRS, WC, HEALTH INSURANCE)			$129,634.00
	TOTAL PERSONAL SERVICES			$415,080.00
	OPERATING EXPENSES			
	PHYSICALS	$58.00		
	PSYCHOLOGICAL	$260.00		
	INSURANCE:LIABILITY	$301.00		
	TOTAL OPERATING	$619.00	7	$4,333.00
	GRAND TOTAL - CIVILIAN POSITIONS			**$419,413.00**

Based on 22-23 Fiscal Year Data

TOTAL SUBMITTED IN 22-23 BUDGET REQUEST $3,947,749.00

Attachment: CCSO FY22-2023 Budget (20371 : Constitutional Officer's Proposed Budgets FY2022/2023)

NEW BODY-WORN CAMERA PROGRAM

Attachment: CCSO FY22-2023 Budget (20371 : Constitutional Officer's Proposed Budgets FY2022/2023)

CITRUS COUNTY SHERIFF

A Nationally Accredited Law Enforcement Agency

SHERIFF MIKE PRENDERGAST

June 1, 2022

The Honorable Ronald E. Kitchen, Chairman
& Members of the BOCC of Citrus County
110 N. Apopka Avenue
Inverness, FL 34450

Dear Chairman Kitchen and Members of the Board:

Overview:

Law Enforcement agencies began implementing Body Worn Cameras (BWC) over a decade ago. According to the U.S. Department of Justice, nearly half of the 15,328 Law Enforcement agencies have adopted a BWC program (2016)[1].

The adoption of BWC programs has enabled agencies to improve evidence collection, strengthen officer performance and accountability, and enhance overall agency transparency. BWC programs also aid in collecting digital evidence that the agency can utilize for the investigation of crimes and the resolution of complaints about officer-involved incidents.

The Citrus County Sheriff's Office recognizes the benefits of establishing a BWC Program in conjunction with In-Car video.

Key Findings from U.S. Department of Justice (DOJ) Report:

- In 2016, 47% of general-purpose law enforcement agencies in the United States had acquired body-worn cameras (BWCs).
- The main reasons (about 80% each) that local police and sheriffs' offices had acquired BWCs were to improve officer safety, increase evidence quality, reduce civilian complaints, and reduce agency liability.
- Among agencies that had acquired BWCs, 60% of local police departments and 49% of sheriffs' offices had fully deployed their BWCs.
- Among agencies that had not acquired BWCs, the primary reason given was cost, including video storage/disposal costs (77%), hardware costs (74%), and ongoing.

The Citrus County Sheriff's Office has used In-Car video cameras since the early 2000s. Traditionally a deputy would retrieve video of an evidentiary value by removing a VHS tape or the system's hard drive and subsequently submitting it as evidence or downloading it to a computer or server at the sheriff's main office and archiving that to a CD or DVD for evidence submission. This manual process required a significant amount of time and removed the officer from patrolling

Attachment: CCSO FY22-2023 Budget (20371 : Constitutional Officer's Proposed Budgets FY2022/2023)

Attachment: CCSO FY22-2023 Budget (20371 : Constitutional Officer's Proposed Budgets FY2022/2023)

his/her assigned geographical area. With the addition of Body-Worn cameras and an increase in the quality and quantity of In-Car video, the Citrus County Sheriff's Office would also need to increase the capacity of its servers. Both the Body-Worn and In-Car camera solutions offered by Motorola Solutions allow the user to upload content securely to the "Cloud" wirelessly, thereby eliminating the need for officers to respond to the Sheriff's main office, which allows them to remain in their assigned patrol zones. Uploading content to the "Cloud" also reduces the need to acquire more servers to store video footage. Motorola's secure cloud connection integrates with the County's existing investment in the computer aided dispatch platform that was purchased last year. This connection helps to streamline workflows and helps break down data silos by connecting the elements together from the start of the 911 call through case closure.

The Citrus County Sheriff's Office plans to implement the BWC program for all deputies in conjunction with In-Car Cameras. The agency will replace its antiquated and functionally obsolete In-car camera fleet as well. The In-Car video systems that were in use reached the end of support with the vendor a few years back and are no longer available in our inventory.

The video-as-a-service program offered by Motorola Solutions enables the agency to plan and budget for both the Body-Worn and In-Car camera program costs year after year with confidence and provides a no-fault hardware warranty and replacement of the body cameras after three years to keep up with changes in technology. The solution further enhances officer safety by offering an optional Automated License Plate Recognition (ALPR) capability into the In-Car cameras as a part of the video-as-a-service package. This optional feature would leverage the existing Citrus County Sheriff's Office investment in Vigilant ALPR hardware and software by allowing the In-Car cameras systems to be ALPR equipped in conjunction with the fixed readers and trailers that are in use today. This functionality allows for officers in the field to run tags without taking their hands off the wheel to type and can audibly notify them of a person of interest.

This Body-Worn and In-Car video package in the proposed budget provides the level of accountability and trust the citizens expect. In addition to the transparency, the proposed solution integrates with the computer aided dispatch system Citrus County invested in last year. The system also promotes community involvement by allowing the public to assist by submitting evidence through a secure online portal. The solution we worked with the vendor, Motorola Solutions, builds on the investments we have previously made with the computer aided dispatch software. The proposed video-as-a service offering includes the ability for citizens to submit pictures and videos as evidence that is then made available to the Law Enforcement Bureau. This allows for the public to partner with CCSO to continue to build trust and cooperation. It allows the citizens to see a map with calls for service as well.

Lastly, the program put together by the Citrus County Sheriff's Office and Motorola, aligns with Pillar 3 of the President's Task Force on 21st Century Policing[2]. This report identifies the use of technology such as Body-Worn and In-Car camera systems can help build community trust and legitimacy. The accountability the citizens expect of law enforcement coupled with the technology and tools available today will help the citizens of Citrus County continue to work with the Sheriff's Office to keep Citrus County a safe place to live and work.

Yours in Service,

Mike Prendergast
Sheriff

Enclosure: Body Worn Camera Systems Overview
previously provided in 2021

References:
1. https://bjs.ojp.gov/content/pub/pdf/bwclea16.pdf
2. https://cops.usdoj.gov/ric/Publications/cops-p311-pub.pdf

Cc: Ruthie Davis Schlabach, 1st Vice Chairwoman, District 3
Holly L. Davis, 2nd Vice Chairwoman, District 5
Jeff Kinnard, Commissioner, District 1
Scott Carnahan, Commissioner, District 4
Randy Oliver, Administrator
Barbara Luckham, Budget and Management

Attachment: CCSO FY22-2023 Budget (20371 : Constitutional Officer's Proposed Budgets FY2022/2023)

CITRUS COUNTY SHERIFF
A Nationally Accredited Law Enforcement Agency

SHERIFF MIKE PRENDERGAST

Body-Worn Camera Systems Overview:

In 1829, Sir Robert Peel — regarded by many as the father of modern policing — developed what came to be known as the Nine Principles of Law Enforcement, which were given to British law enforcement officers as general instructions. Peel's second principle stated, "The ability of the police to perform their duties is dependent upon public approval of police existence, actions, behavior and the ability of the police to secure and maintain public respect."

Nearly 200 years later, Peel's principle still holds true: The ability of law enforcement to fight crime effectively continues to depend on the public's perception of the legitimacy of the actions of officers. A number of recent riots and civil disturbances that caused the death of innocent citizens and heretofore unheard of amounts of property destruction across the United States subsequent to instances of lethal use of force by officers highlight the ongoing challenges in maintaining the public's perceptions of law enforcement legitimacy, particularly as it concerns the use of force.

The state of Florida and, in particular, the Tampa Bay region experienced large-scale riots and civil disturbances just over a year ago. While those costs to businesses and private property have not been fully tallied up yet, the "Riots sparked by the police killing of George Floyd could cost insurance companies $1 billion to $2 billion - possibly making them the most expensive in US history, an industry group says." The true costs, when properly accounted for, will be much higher when the economic losses are totaled.

Body-worn cameras (BWC) have been viewed as one way to address these challenges and improve law enforcement practice more generally. While our use of force data indicate a relatively low rate compared to the national average, the time has come for the Citrus County Sheriff's Office to deploy a BWC program.

Attachment: CCSO FY22-2023 Budget (20371 : Constitutional Officer's Proposed Budgets FY2022/2023)

According to the Police Executive Research Forum (PERF), the Bureau of Justice Administration along with the U.S. Department of Justice's Office of Community Oriented Policing Services (COPS Office), a (Body-Worn Camera) BWC program should never be implemented without careful consideration of numerous factors. These factors include, but are not limited to, overall costs, policies, staffing, training, community support, and deployment. Each one of those items can be broken down much further; however, in the case of the Citrus County Sheriff's Office, the overall goals of the program is to improve evidence collection, strengthen performance and accountability, enhance transparency, document encounters, and to resolve complaints efficiently. As an overview, we are not the first law enforcement agency in Florida to implement a BWC program. Additionally, the Justice Department now requires Federal Officers to utilize them, and the current trend will soon make it mandatory for all state and local agencies to deploy and maintain a BWC program.

There are three essential elements associated with the costs of a BWC program: personnel, infrastructure (see Enclosure 1), and technologies. Regarding personnel, proper staffing is vital for success. Initially, at a minimum, a program coordinator is essential to ensure compliance and training. Additional personnel to troubleshoot and safeguard connectivity and, most importantly, staff prepared for the increases in public record requests to include redacting. The second element is the assurance of an infrastructure capable of handling this exponential increase of data transmissions at Sheriff's Office facilities as well as a wireless (cellular) exchange without diminishing our existing capabilities. The third cost is the actual BWC technologies (see Enclosure 2) to include devices, hardware, initial training, data storage, and annual recurring costs associated with the vendors.

On Friday, 06-18-2021, Mr. Oliver was emailed a breakdown of costs for a BWC program detailing each of these three elements over a five-year period (Data, Personnel, BWC System). In this breakdown, it also included the GRANT (BJA FY 21 Body-Worn Camera Policy and Implementation Program to Support Law Enforcement Agencies), which was the primary basis of getting these figures in quickly. The only difference between the two charts sent to Mr. Oliver was the Vendor. In either case, the BJA-FY21 GRANT, if awarded in full would cover 15% of the entire program costs if Vendor 01 was selected, or 25% of the entire program

Attachment: CCSO FY22-2023 Budget (20371 : Constitutional Officer's Proposed Budgets FY2022/2023)

costs if Vendor 2 was selected. Vendor 01 is the most common company utilized and Vendor 02 is the second most frequently used. Each are well known, but there are apparent gross differences in pricing estimates.

As discussed at the previous BOCC meeting, vendors provide an estimated five-year program cost, with a replacement/assurance aspect included in the contract. The BJA-FY21 GRANT is only for a three-year period, which causes a slight issue, due to the quotes presented. The second matter was the figure of $211,000.00, which was stated as the program cost. I am unsure of where this figure came from. The last is the BJA-FY21 GRANT itself, which is based upon a "PER CAMERA" program. The Citrus County Sheriff's Office would issue each sworn employee a BWC. Today, we have 221 sworn, in the next year or so we plan to increase our number of sworn employees to 227. Thus, the BJA- FY21 GRANT would be based upon 227 BWC within the agency. The maximum award is $2000.00 per camera over a three-year period as a match, which is ($454,000.00) or $151,133 per year for 3 years. We far exceed the required 50% match in either option. On 06-29-2021, we verified, our match could also include the cost of a dash-cam program rolled out with the BWC program.

If the Citrus County Sheriff's Office were to move toward this direction, it would be a budgetary increase with recurring costs. This would be over and on top of our current budget request. If the federal government required this of all state and local law enforcement agencies, we would be in the same situation but, possibly, without a BJA-FY21 GRANT funding opportunity that is now available.

Attachment: CCSO FY22-2023 Budget (20371 : Constitutional Officer's Proposed Budgets FY2022/2023)

Attachment 5

MOTOROLA SOLUTIONS

Quote For:

Citrus County Sheriffs Office
Attn: Sheriff Mike Prendergast

Reference:
M500-24-V300-227-Citrus County SO VaaS Proposal

Quote By:

WatchGuard Video / Motorola Solutions
Mike Costa

Date: 05-23-22

Serving Law Enforcement with the Most Compelling, Quality Video Products

Attachment: CCSO FY22-2023 Budget (20371 : Constitutional Officer's Proposed Budgets FY2022/2023)

FACT SHEET

MOTOROLA SOLUTIONS

Motorola Solutions is a global leader in mission-critical communications. Our technology platforms in communications, command center software, video security & analytics, and managed & support services make cities safer and help communities and businesses thrive.

We have a rich history of firsts, including pioneering mobile communications in the 1930s, making equipment that carried the first words from the moon in 1969 and developing the first commercial handheld cellular phone in 1983.

Today, our global employees are committed to designing and delivering the solutions our customers refer to as their lifeline. At Motorola Solutions, we are ushering in a new era in public safety and security.

TECHNOLOGY PLATFORMS

- **MISSION-CRITICAL COMMUNICATIONS**
- **COMMAND CENTER SOFTWARE**
- **VIDEO SECURITY & ANALYTICS**
- **MANAGED & SUPPORT SERVICES**

AWARDS

The Wall Street Journal Management Top 250, No. 92, November 2019

WayUp Top 100 Internship Programs, August 2019

Fortune World's Most Admired Companies, No. 3 in Networks and Other Communications Equipment, January 2019

Forbes World's Best Employers, October 2018

Dow Jones Sustainability North American Index, September 2018

CHAIRMAN & CEO

Greg Brown

HEADQUARTERS

500 W. Monroe
Chicago IL USA

MEDIA CONTACT

Brittany Kelly | 224-246-3914
brittnay.kelly@motorolasolutions.com

BY THE NUMBERS

$7.3 BILLION
in annual sales (2018)

$637 MILLION
in R&D spending (2018)

$3.3 BILLION
in acquisitions spending since 2016

17,000+ EMPLOYEES
in 60 countries

100,000+ CUSTOMERS
in over 100 countries

6,900+ PATENTS
granted and pending

13,000 NETWORKS
across the globe

MOTOROLA SOLUTIONS

Motorola Solutions, Inc. 500 West Monroe Street, Chicago, Il 60661 U.S.A. **motorolasolutions.com**

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Attachment: CCSO FY22-2023 Budget (20371 : Constitutional Officer's Proposed Budgets FY2022/2023)

MOTOROLA SOLUTIONS	Motorola Solutions 415 E. Exchange Allen, TX 75002 (P) 800-605-6734 (F) 212-383-9661	WATCH GUARD

Issued To:	Citrus County Sheriffs Office - Attention: Sheriff Mike Prendergast	Date:	05-23-22
Project Name:	M500-24-V300-227-Citrus County SO VaaS Proposal	Quote ID:	WMC-0072-09

V300 Body Worn Camera & Accessories

Includes: Spare Batteries, USB Chargers, & Transfer Station

Qty	Item #	Description
(227)	AAS-BWC-5YR-001 $2,940.00 Each ***PaaS***	**Body-worn camera and evidence management software - 5 Year Video-as-a-Service Package @ $49 per Month** <u>Software, Hardware & Refresh:</u> • Video-as-a-Service includes CommandCentral Evidence, the cloud-based evidence management system with unlimited device storage and unlimited cloud sharing. o 1 User License per Body Worn Camera. o 50 GB of non-device storage included per device, averaged across all devices in the program o CommandCentral Evidence, Records, Redaction, Sharing, Community Engagement capabilities and capture application included. • Body-worn camera (battery + choice of mount included) • Third year technology (Hardware) refresh. <u>Subscription, Support & Warranty:</u> • 5-year agreement (billed Quarterly or Annually) • Advanced hardware replacement service & 24/7 support • No-Fault hardware warranty
Subtotal Price (Excluding sales tax)		**$667,380.00**
Qty	**Item #**	**Description**
(372)	AAS-BWC-USB-DOC $240.00 Each ***PaaS***	**USB Docking Station Video-as-a-Service Package @ $4 per Month** • USB Dock for Body-worn camera including USB Cable
Subtotal Price (Excluding sales tax)		**$89,280.00**
Qty	**Item #**	**Description**
(227)	WGP02614 $99.00 Each	**V300, Battery, Removable and Rechargable, 3.8V, 4180mAh**
Subtotal Price (Excluding sales tax)		**$22,473.00**

Attachment: CCSO FY22-2023 Budget (20371 : Constitutional Officer's Proposed Budgets FY2022/2023)

Qty	Item #	Description
(5)	AAS-BWC-XFS-DOC $1,800.00 Each ***PaaS***	**Transfer Station (8 Bay) Video-as-a-Service Package @ $30 per Month** • 8-Bay Ethernet Transfer Station o Ethernet Cable, Rack mount (optional) & Power Cord
Subtotal Price (Excluding sales tax)		**$9,000.00**

M500 In-Car System

Includes: All necessary provisions for V300 Body Worn Camera integration

Qty	Item #	Description
(24)	AAS-M5-5YR-001 $9,900.00 Each ***PaaS***	**M500 In-car Video System and Command Central Evidence - 5 Year Video-as-a-Service Package @ $165 per Month** <u>Software, Hardware & Refresh:</u> • Video-as-a-Service includes the CommandCentral Evidence cloud-based evidence management system o Unlimited storage & Unlimited cloud sharing o 1 User License per In-Car System • In-Car Video System o M500 with 1TB DVR, 5″ touch display, front camera with 4k sensor, infrared cabin camera, o HiFi wireless microphone kit, MikroTik WiFi Kit & Smart Power Switch <u>Subscription, Support & Warranty:</u> • 5-year agreement (billed Quarterly or Annually)
Subtotal Price (Excluding sales tax)		**$237,600.00**

M500 In-Car & V300 BWC Bundle Credit

Qty	Item #	Description
(1)	Bundle P1 CAD/RMS, ICV & BWC Credit -$215,999.40 Each	**P1 CAD/RMS, M500 In-Car & V300 Body Worn Camera System Bundle Credit**
Subtotal Price (Excluding sales tax)		**-$215,999.40**

Sierra Wireless MP70 Modem, Accessories & Warranty

Qty	Item #	Description
(145)	WSWA-1104073 $719.00 Each	**Sierra Wireless AirLink MP70+WiFi+LTE-A Pro – NA – DC Cable**
Subtotal Price (Excluding sales tax)		**$104,255.00**

Attachment: CCSO FY22-2023 Budget (20371 : Constitutional Officer's Proposed Budgets FY2022/2023)

Qty	Item #	Description
(145)	WSWA-6001197 $219.00 Each	**Sierra Wireless AirLink 6in1 SharkFin Antenna -2xLTE, GNSS, 3xWiFi, 2.4/5GHz, Bolt**
Subtotal Price (Excluding sales tax)		**$31,755.00**
Qty	**Item #**	**Description**
(145)	WSWA-1104073 $160.00 Each	**Sierra Wireless AirLink MP70 5 Year Hardware Warranty**
Subtotal Price (Excluding sales tax)		**$23,200.00**
Qty	**Item #**	**Description**
(145)	6001204 $80.00 Each	**OBDII Vehicle Diagnostics Cable**
Subtotal Price (Excluding sales tax)		**$11,600.00**

Substation Caching Upload Servers

Includes: 5 Year Warranty

Qty	Item #	Description
(5)	AAS-UPL-SVR-001 $6,000.00 Each ***PaaS***	**Upload Server On-Premise - Video-as-a-Service Package @ $100 per Month** • Store and Forward Server for Fast Video Offload o Use with in-car upload via Access Point or Body Worn Camera Transfer Stations o On-premise deployment, 1U rack mount, 8TB of storage, 16GB RAM, 2x10G network cards, Intel Xeon processor (HDW-UPL-SRV-501) o 5 Year Warranty
Subtotal Price (Excluding sales tax)		**$30,000.00**

Tri-Co Installation Services

Includes: Tri-Co Installation Services

Qty	Item #	Description
(1)	WGW00121	**M500 In-Car System Installation**
Subtotal Price (Excluding sales tax)		**$153,053.00**

Technical Field Services

Qty	Item #	Description
(1)	WGW00122-402 $10,000.00 Each	**Managed Software Installation Service; Complete On-Site Install, Training, Configuration, Project Management, Consultation**
Subtotal Price (Excluding sales tax)		**$10,000.00**

Attachment: CCSO FY22-2023 Budget (20371 : Constitutional Officer's Proposed Budgets FY2022/2023)

Qty	Item #	Description
(1)	SSV00S01450B $0.00 Each	**Learner Subscription** • Learning Services
Subtotal Price (Excluding sales tax)		**$0.00**

Shipping & Handling Services

Qty	Item #	Description
(227)	FRT-BWC-01 $15.00 Each	**Shipping - BWC Unit** • Freight delivery for each Body Worn Camera Unit
(24)	FRT-ICV-01 $25.00 Each	**Shipping - ICV Unit** • Freight delivery for each In Car Video Unit
Subtotal Price (Excluding sales tax)		**$4,005.00**

Purchase as a Service (PaaS)
Financial Profile

Total Price:	$1,033,260.00
Contract Term:	5 Years
Monthly Payments:	$17,221.00
Annual Invoice:	***$206,652.00***

Quote Notes:

1. This Quote is valid for 90 days from the Quote Date. Pricing may change thereafter.
2. Any sales transaction resulting from this Quote is based on and subject to the applicable Motorola's Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents.
3. Motorola's Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.
4. Payment Terms: Equipment-Net 30 days upon shipment; Installation-Net 30 days upon completion; Services and Subscription Agreements-Net 30 days from receipt of Order.
5. The pricing in this Quote does not include any applicable taxes (e.g. sales/use tax).
6. UNLESS OTHERWISE NOTED IN THIS QUOTE / ORDER, INSTALLATION OF EQUIPMENT IS NOT INCLUDED

Quoted by: Mike Costa - Regional Sales Manager - 800-605-6734 - michael.n.costa@motorolasolutions.com

Purchase as a Service (PaaS)	**$1,033,260.00**
Direct Purchase Equipment	**$360,341.00**
System Subtotal	**$1,393,601.00**
Discount	**($215,999.40)**
Net Price	**$1,177,601.60**
Due Now (Includes PaaS Year 1)	**$350,993.60**
Annual Invoice (Year 2-5) (Excluding sales tax)	**$206,652.00**

Attachment: CCSO FY22-2023 Budget (20371 : Constitutional Officer's Proposed Budgets FY2022/2023)

Citrus County Sheriff's Office 5 Year Payment Schedule

Payment Year 1	$350,993.60
Payment Year 2	$206,652.00
Payment Year 3	$206,652.00
Payment Year 4	$206,652.00
Payment Year 5	$206,652.00
Total Amount:	**$1,177,601.60**

Attachment: CCSO FY22-2023 Budget (20371 : Constitutional Officer's Proposed Budgets FY2022/2023)

TOTAL FIRST YEAR COST BODY WORN CAMERA PROGRAM

1-SWORN AND 3 CIVILIAN POSITIONS

	PERSONAL SERVICES			TOTAL
EMPLOYEE COMPENSATION		$183,734.00		$183,734.00
BENEFITS	(FICA TAXES, FRS, WC, HEALTH INSURANCE)	$89,883.00		$89,883.00
	TOTAL PERSONAL SERVICES	$273,617.00		$273,617.00
	OPERATING EXPENSES			
	PHYSICALS-SWORN	$128.00	1	$128.00
	PSYCHOLOGICAL-SWORN	$250.00	1	$250.00
	PHYSICALS-CIVILIAN	$58.00	3	$174.00
	PSYCHOLOGICAL-CIVILIAN	$260.00	3	$780.00
	MIFI FOR WiFi	$444.00	1	$444.00
	INSURANCE:LIABILITY-SWORN	$1,055.00	1	$1,055.00
	INSURANCE:LIABILITY-CIVILIAN	$301.00	3	$903.00
	INSURANCE: VEHICLE	$1,107.00	1	$1,107.00
	STATUTORY DEATH	$74.00	1	$74.00
	VEHICLE MAINTENANCE AND VEHICLE DEPLOYMENT	$1,379.00	1	$1,379.00
	INSTALL MOBILE RADIO	$173.00	1	$173.00
	INSTALL VEHICLE EQUIPMENT	$1,500.00	1	$1,500.00
	VEHICLE TAG	$118.00	1	$118.00
	OFFICE SUPPLIES	$50.00	1	$50.00
	FUEL/OIL/FLUIDS	$7,572.00	1	$7,572.00
	AMMUNITION	$646.00	1	$646.00
	UNIFORMS AND EQUIPMENT	$3,191.00	1	$3,191.00
	BULLET PROOF VEST AND SPEED PLATE	$920.00	1	$920.00
	CAGE AND WINDOW BARS	$1,050.00	1	$1,050.00
	PRISONER SEAT	$999.00	1	$999.00
	SIREN CONTROL BOX AND SPEAKER	$505.00	1	$505.00
	LED LIGHTING	$1,465.00	1	$1,465.00
	MISCELLANEOUS SUPPLIES: TAG BRACKET, STINGER CRADLE CLAMP & POWER CORD, SUNPASS	$60.00	1	$60.00
	MISCELLANEOUS SUPPLIES: FIRST AID KIT, FLARES CONES, FIRE EXTINGUISHER, STOPSTICKS	$650.00	1	$650.00
	GPS/AVL	$27.00	1	$27.00
	GUNRACK	$290.00	1	$290.00
	CONSOLE W/COMPUTER STAND	$1,132.00	1	$1,132.00
	GUN LIGHTS AND OPTICS	$551.00	1	$551.00
	TOTAL OPERATING	$25,955.00		$27,193.00
	CAPITAL OUTLAY			
	VEHICLE	$36,707.00	1	$36,707.00
	MOBILE RADIO	$5,199.00	1	$5,199.00
	PORTABLE RADIO	$5,763.00	1	$5,763.00
	COMPUTER EQUIPMENT	$1,400.00	1	$1,400.00
	AED	$1,445.00	1	$1,445.00
	LIGHTBAR	$1,499.00	1	$1,499.00
	WEAPONS (AR-15, HAND GUN, TASER)	$3,031.00	1	$3,031.00
	RADAR	$1,582.00	1	$1,582.00
	TOTAL	$56,626.00		$56,626.00
	YEAR 1 BODY WORN CAMERA EQUIPMENT & SUPPORT	$325,686.00		$325,646.00

Based on 22-23 Fiscal Year Data

TOTAL SUBMITTED IN 22-23 BUDGET REQUEST $683,082.00

Attachment: CCSO FY22-2023 Budget (20371 : Constitutional Officer's Proposed Budgets FY2022/2023)

CITRUS COUNTY SHERIFF'S OFFICE
2022/2023 SHERIFF'S OFFICE BUDGET
ATTACHMENT 7
SUB-OBJECT LEVEL DETAIL

FUND	DIVISION	DEPARTMENT	OBJECT CODE	SUB OBJECT CODE		ACCOUNT/CATEGORY	2023
001	GENERAL FUND						
					DIVISION-3100	ADMINISTRATION	
					ADMINISTRATION	EXECUTIVE SALARIES	181,926.00
					ADMINISTRATION	REGULAR SALARIES AND WAGES	516,465.00
					ADMINISTRATION	OVERTIME	752.00
					ADMINISTRATION	SPECIAL PAY	8,988.00
					ADMINISTRATION	FICA TAXES	51,032.00
					ADMINISTRATION	RETIREMENT CONTRIBUTIONS	176,941.00
					ADMINISTRATION	LIFE AND HEALTH INSURANCE	52,217.00
					ADMINISTRATION	WORKERS' COMPENSATION	28,449.00
001	3100	3100	521	10	TOTAL PERSONAL SERVICES		1,016,770.00
					ADMINISTRATION	OTHER ADMIN-PROFESS.FEES	500.00
					ADMINISTRATION	INVESTIGATIONS	42,000.00
					ADMINISTRATION	PER DIEM-TRAINING	2,950.00
					ADMINISTRATION	OTHER TRAVEL EXP-TRAINING	8,690.00
					ADMINISTRATION	OTHER CHARGES & OBLIGAT	10,000.00
					ADMINISTRATION	CONSUMABLE OFFICE SUPPLIES	1,800.00
					ADMINISTRATION	OTHER EQUIP (UNDER $1000)	1,000.00
					ADMINISTRATION	OTHER OPERATING SUPPLIES	250.00
					ADMINISTRATION	BOOKS & PUBLICATIONS	250.00
					ADMINISTRATION	MEMBERSHIPS AND DUES	8,111.00
					ADMINISTRATION	TUITIONS-TRAINING	6,385.00
001	3100	3100	521	30	TOTAL OPERATING EXPENSES		81,936.00
					DIVISION-3300	HUMAN RESOURCES	
					HUMAN RESOURCES	REGULAR SALARIES AND WAGES	439,962.00
					HUMAN RESOURCES	OVERTIME	7,214.00
					HUMAN RESOURCES	SPECIAL PAY	3,600.00
					HUMAN RESOURCES	FICA TAXES	34,484.00
					HUMAN RESOURCES	RETIREMENT CONTRIBUTIONS	79,155.00
					HUMAN RESOURCES	LIFE AND HEALTH INSURANCE	50,881.00
					HUMAN RESOURCES	WORKERS' COMPENSATION	1,121.00
001	3300	3300	521	10	TOTAL PERSONAL SERVICES		616,417.00
					HUMAN RESOURCES	COMPET/PSYCH EVALUATIONS	19,524.00
					HUMAN RESOURCES	PHYSICAL EXAMS	17,496.00
					HUMAN RESOURCES	PER DIEM-TRAINING	756.00
					HUMAN RESOURCES	OTHER TRAVEL EXP- TRAINING	3,420.00
					HUMAN RESOURCES	NOTARY	250.00
					HUMAN RESOURCES	PRINTING & BINDING	1,500.00
					HUMAN RESOURCES	CLASSIFIED ADVERTISING	3,000.00
					HUMAN RESOURCES	OTHER CHARGES & OBLIGAT	9,100.00
					HUMAN RESOURCES	CONSUMABLE OFFICE SUPPLIES	1,040.00
					HUMAN RESOURCES	OTHER EQUIPMENT (UNDER 1,000)	1,250.00
					HUMAN RESOURCES	PHOTO SUPPLIES	2,250.00
					HUMAN RESOURCES	OTHER OPERATING SUPPLIES	15,000.00
					HUMAN RESOURCES	BOOKS & PUBLICATIONS	300.00
					HUMAN RESOURCES	MEMBERSHIPS AND DUES	369.00
					HUMAN RESOURCES	TUITIONS-TRAINING	4,312.00
					HUMAN RESOURCES	TUITIONS-REIMBURSEMENT	29,000.00
001	3300	3300	521	30	TOTAL OPERATING EXPENSES		108,567.00

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FUND	DIVISION	DEPARTMENT	OBJECT CODE	SUB OBJECT CODE		ACCOUNT/CATEGORY	2023
					DIVISION-3400	FINANCIAL SERVICES DIVISION	
					FINANCE	REGULAR SALARIES AND WAGES	513,566.00
					FINANCE	OVERTIME	6,359.00
					FINANCE	SPECIAL PAY	720.00
					FINANCE	FICA TAXES	39,829.00
					FINANCE	RETIREMENT CONTRIBUTIONS	87,475.00
					FINANCE	LIFE AND HEALTH INSURANCE	84,723.00
					FINANCE	WORKERS' COMPENSATION	1,296.00
001	3400	3400	521	10	TOTAL PERSONAL SERVICES		733,968.00
					FINANCE	ACCOUNTING & AUDITING	2,525.00
					FINANCE	PER DIEM-TRAINING	216.00
					FINANCE	OTHER TRAVEL EXP- TRAINING	600.00
					FINANCE	PRINTING & BINDING	1,350.00
					FINANCE	OTHER CHARGES & OBLIGAT	1,165.00
					FINANCE	CONSUMABLE OFFICE SUPPLIES	850.00
					FINANCE	OTHER EQUIP (UNDER $1000)	225.00
					FINANCE	SUBSCRIPTIONS	1,899.00
					FINANCE	MEMBERSHIPS AND DUES	309.00
					FINANCE	TUITIONS-TRAINING	900.00
001	3400	3400	521	30	TOTAL OPERATING EXPENSES		10,039.00
					PURCHASING	BLOODBORNE PATHOGEN	11,188.00
					PURCHASING	PER DIEM-TRAINING	162.00
					PURCHASING	OTHER TRAVEL EXP-TRAINING	450.00
					PURCHASING	FREIGHT CHARGES (UPS)	1,000.00
					PURCHASING	OTHER REPAIRS & MAINT.	2,300.00
					PURCHASING	PRINTING & BINDING	2,781.00
					PURCHASING	CONSUMABLE OFFICE SUPPLIE	11,450.00
					PURCHASING	OTHER EQUIP (UNDER $1000)	4,520.00
					PURCHASING	OTHER OPERATING SUPPLIES	15,392.00
					PURCHASING	MEMBERSHIPS AND DUES	310.00
					PURCHASING	TUITIONS-TRAINING	450.00
001	3400	3507	521	30	TOTAL OPERATING EXPENSES		50,003.00
					UNIFORMS	UNIFORMS-UNIFORMED PERSON	1,200.00
					UNIFORMS	UNIFORMS ADMINISTRATION	2,125.00
					UNIFORMS	UNIFORMS- SPECIALTY	19,749.00
					UNIFORMS	UNIFORMS-CIVILIAN	4,320.00
					UNIFORMS	UNIFORMS-SWORN	128,216.00
					UNIFORMS	UNIFORMS-DETECTIVE	10,725.00
001	3400	3801	521	30	TOTAL OPERATING EXPENSES		166,335.00
					UNIFORMS	OTHER EQUIPMENT	3,938.00
001	3400	3801	521	60	TOTAL CAPITAL OUTLAY		3,938.00
					RISK MANAGEMENT	FLEET INSURANCE	230,160.00
					RISK MANAGEMENT	AIRCRAFT INSURANCE	82,470.00
					RISK MANAGEMENT	WATERCRAFT INSURANCE	4,005.00
					RISK MANAGEMENT	LIABILITY INSURANCE	255,222.00
					RISK MANAGEMENT	OTHER INSURANCE	62,340.00
001	3400	3500	521	30	TOTAL OPERATING EXPENSES		634,197.00
					DIVISION-3504	FACILITIES	
					FACILITIES	REGULAR SALARIES AND WAGES	97,677.00
					FACILITIES	OVERTIME	2,113.00
					FACILITIES	SPECIAL PAY	360.00
					FACILITIES	FICA TAXES	7,661.00
					FACILITIES	RETIREMENT CONTRIBUTIONS	12,201.00
					FACILITIES	LIFE AND HEALTH INSURANCE	16,931.00
					FACILITIES	WORKERS' COMPENSATION	249.00
001	3504	3504	521	10	TOTAL PERSONAL SERVICES		137,192.00

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FUND	DIVISION	DEPARTMENT	OBJECT CODE	SUB OBJECT CODE		ACCOUNT/CATEGORY	2023
					FACILITIES	OTHER CONTRACTUAL	89,976.00
					FACILITIES	PER DIEM-TRAINING	270.00
					FACILITIES	OTHER TRAVEL EXP-TRAINING	500.00
					FACILITIES	ELECTRICITY	54,630.00
					FACILITIES	GAS	3,716.00
					FACILITIES	WATER	2,460.00
					FACILITIES	SEWAGE	3,480.00
					FACILITIES	TRASH REMOVAL	11,681.00
					FACILITIES	BUILDING RENTALS & LEASES	182,631.00
					FACILITIES	ELEVATOR SERVICES	2,081.00
					FACILITIES	EQUIP/SOFTWARE SERV CONT	6,950.00
					FACILITIES	BUILDING REPAIRS & MAINT.	33,275.00
					FACILITIES	OTHER REPAIRS & MAINT	20,350.00
					FACILITIES	MOTOR OILS & FUELS	500.00
					FACILITIES	JANITORIAL SUPPLIES	14,320.00
					FACILITIES	OTHER OPERATING SUPPLIES	1,500.00
					FACILITIES	TUITIONS-TRAINING	1,000.00
001	3504	3504	521	30	TOTAL OPERATING EXPENSES		429,320.00
					FACILITIES	OTHER EQUIPMENT	44,000.00
001	3504	3504	521	60	TOTAL CAPITAL OUTLAY		44,000.00
					DIVISION-3700	CRIMINAL INVESTIGATIONS	
					CRIMINAL INVESTIGATION	REGULAR SALARIES AND WAGES	2,363,515.00
					CRIMINAL INVESTIGATION	OVERTIME	54,174.00
					CRIMINAL INVESTIGATION	SPECIAL PAY	98,318.00
					CRIMINAL INVESTIGATION	FICA TAXES	192,475.00
					CRIMINAL INVESTIGATION	RETIREMENT CONTRIBUTIONS	712,407.00
					CRIMINAL INVESTIGATION	LIFE AND HEALTH INSURANCE	295,676.00
					CRIMINAL INVESTIGATION	WORKERS' COMPENSATION	124,898.00
001	3700	3700	521	10	TOTAL PERSONAL SERVICES		3,841,463.00
					CRIMINAL INVESTIGATION	PER DIEM-TRAINING	540.00
					CRIMINAL INVESTIGATION	OTHER TRAVEL EXP-TRAINING	1,300.00
					CRIMINAL INVESTIGATION	EQUIPMENT SERVICE CONTRACT	6,620.00
					CRIMINAL INVESTIGATION	OTHER REPAIRS	700.00
					CRIMINAL INVESTIGATION	PRINTING & BINDING	200.00
					CRIMINAL INVESTIGATION	OTHER CHARGES & OBLIGATIONS	500.00
					CRIMINAL INVESTIGATION	CONSUMABLE OFFICE SUPPLIES	2,725.00
					CRIMINAL INVESTIGATION	OTHER OPERATING SUPPLIES	525.00
					CRIMINAL INVESTIGATION	MEMBERSHIPS AND DUES	1,520.00
					CRIMINAL INVESTIGATION	TUITIONS-TRAINING	644.00
001	3700	3700	521	30	TOTAL OPERATING EXPENSES		15,274.00
					FORENSICS	REGULAR SALARIES AND WAGES	359,429.00
					FORENSICS	OVERTIME	8,433.00
					FORENSICS	SPECIAL PAY	8,880.00
					FORENSICS	FICA TAXES	28,821.00
					FORENSICS	RETIREMENT CONTRIBUTIONS	106,674.00
					FORENSICS	LIFE AND HEALTH INSURANCE	59,348.00
					FORENSICS	WORKERS' COMPENSATION	934.00
001	3700	3702	521	10	TOTAL PERSONAL SERVICES		572,519.00
					FORENSICS	OTHER ADMIN-PROFESS.FEES	2,800.00
					FORENSICS	PER DIEM-TRAINING	810.00
					FORENSICS	OTHER TRAVEL EXP-TRAINING	1,700.00
					FORENSICS	CONSUMABLE OFFICE SUPPLIE	1,089.00
					FORENSICS	OTHER EQUIP (UNDER $1000)	3,600.00
					FORENSICS	OTHER INVESTIGATIVE SUPPL	5,869.00
					FORENSICS	OTHER OPERATING SUPPLIES	3,135.00
					FORENSICS	TUITIONS-TRAINING	2,300.00
001	3700	3702	521	30	TOTAL OPERATING EXPENSES		21,303.00
					INTELLIGENCE ANALYSIS	REGULAR SALARIES AND WAGES	273,974.00
					INTELLIGENCE ANALYSIS	OVERTIME	5,662.00
					INTELLIGENCE ANALYSIS	SPECIAL PAY	960.00
					INTELLIGENCE ANALYSIS	FICA TAXES	21,466.00
					INTELLIGENCE ANALYSIS	RETIREMENT CONTRIBUTIONS	34,184.00
					INTELLIGENCE ANALYSIS	LIFE AND HEALTH INSURANCE	42,430.00
					INTELLIGENCE ANALYSIS	WORKERS' COMPENSATION	697.00
001	3700	3703	521	10	TOTAL PERSONAL SERVICES		379,373.00

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FUND	DIVISION	DEPARTMENT	OBJECT CODE	SUB OBJECT CODE		ACCOUNT/CATEGORY	2023
					INTELLIGENCE ANALYSIS	OTHER ADMIN-PROFESS.FEES	2,871.00
					INTELLIGENCE ANALYSIS	PER DIEM-TRAINING	2,700.00
					INTELLIGENCE ANALYSIS	OTHER TRAVEL EXP-TRAINING	3,840.00
					INTELLIGENCE ANALYSIS	CONSUMABLE OFFICE SUPPLIE	200.00
					INTELLIGENCE ANALYSIS	OTHER EQUIP (UNDER $1000)	200.00
					INTELLIGENCE ANALYSIS	MEMBERSHIPS AND DUES	608.00
					INTELLIGENCE ANALYSIS	TUITIONS-TRAINING	1,800.00
001	3700	3703	521	30	TOTAL OPERATING EXPENSES		12,219.00
					HIGH TECH CRIMES	EQUIP/SOFTWARE SERV CONT	23,845.00
					HIGH TECH CRIMES	OTHER REPAIRS & MAINT	700.00
					HIGH TECH CRIMES	OTHER EQUIP (UNDER $1000)	1,760.00
001	3700	3710	521	30	TOTAL OPERATING EXPENSES		26,305.00
					MAJOR CRIMES	OTHER ADMIN-PROFESS.FEES	3,200.00
					MAJOR CRIMES	PER DIEM - DEPT & INVEST.	1,080.00
					MAJOR CRIMES	OTHER TRAVEL - DEPT & INVEST	1,500.00
					MAJOR CRIMES	PER DIEM-TRAINING	2,802.00
					MAJOR CRIMES	OTHER TRAVEL EXP-TRAINING	2,950.00
					MAJOR CRIMES	OTHER EQUIP (UNDER $1000)	440.00
					MAJOR CRIMES	OTHER INVESTIGATIVE SUPPL	2,200.00
					MAJOR CRIMES	TUITIONS-TRAINING	3,975.00
001	3700	3711	521	30	TOTAL OPERATING EXPENSES		18,147.00
					TACTICAL IMPACT UNIT	PER DIEM-TRAINING	1,512.00
					TACTICAL IMPACT UNIT	OTHER TRAVEL EXP-TRAINING	2,375.00
					TACTICAL IMPACT UNIT	COMMUNICATIONS	1,500.00
					TACTICAL IMPACT UNIT	VEHICLE RENTALS & LEASES	22,644.00
					TACTICAL IMPACT UNIT	OTHER CHARGES & OBLIGATIONS	900.00
					TACTICAL IMPACT UNIT	OTHER EQUIP (UNDER $1000)	1,200.00
					TACTICAL IMPACT UNIT	OTHER INVESTIGATIVE SUPPL	5,675.00
					TACTICAL IMPACT UNIT	OTHER OPERATING SUPPLIES	250.00
					TACTICAL IMPACT UNIT	TUITIONS-TRAINING	2,450.00
001	3700	3713	521	30	TOTAL OPERATING EXPENSES		38,506.00
					VICTIM RESOURCE ADVOCATE	REGULAR SALARIES AND WAGES	28,741.00
					VICTIM RESOURCE ADVOCATE	OVERTIME	1,424.00
					VICTIM RESOURCE ADVOCATE	SPECIAL PAY	859.00
					VICTIM RESOURCE ADVOCATE	FICA TAXES	2,373.00
					VICTIM RESOURCE ADVOCATE	RETIREMENT CONTRIBUTIONS	3,779.00
					VICTIM RESOURCE ADVOCATE	LIFE AND HEALTH INSURANCE	5,638.00
					VICTIM RESOURCE ADVOCATE	WORKERS' COMPENSATION	74.00
001	3700	3514	521	10	TOTAL PERSONAL SERVICES		42,888.00
					VICTIM RESOURCE ADVOCATE	PER DIEM-TRAINING	1,620.00
					VICTIM RESOURCE ADVOCATE	PRINTING & BINDING	1,200.00
					VICTIM RESOURCE ADVOCATE	OTHER EQUIP (UNDER $1000)	200.00
001	3700	3514	521	30	TOTAL OPERATING EXPENSES		3,020.00
					BEHAVIORAL HEALTH UNIT	PER DIEM-TRAINING	684.00
					BEHAVIORAL HEALTH UNIT	OTHER TRAVEL EXP-TRAINING	760.00
					BEHAVIORAL HEALTH UNIT	CONSUMABLE OFFICE SUPPLIES	250.00
					BEHAVIORAL HEALTH UNIT	OTHER EQUIP (UNDER $1000)	260.00
					BEHAVIORAL HEALTH UNIT	TUITIONS-TRAINING	2,335.00
001	3700	3517	521	30	TOTAL OPERATING EXPENSES		4,289.00
					DIVISION-3701	SPECIAL OPERATIONS	
					COMMUNITY RELATIONS	REGULAR SALARIES AND WAGES	242,731.00
					COMMUNITY RELATIONS	OVERTIME	4,897.00
					COMMUNITY RELATIONS	SPECIAL PAY	5,520.00
					COMMUNITY RELATIONS	FICA TAXES	19,366.00
					COMMUNITY RELATIONS	RETIREMENT CONTRIBUTIONS	30,840.00
					COMMUNITY RELATIONS	LIFE AND HEALTH INSURANCE	42,337.00
					COMMUNITY RELATIONS	WORKERS' COMPENSATION	629.00
001	3701	3600	521	10	TOTAL PERSONAL SERVICES		346,320.00

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FUND	DIVISION	DEPARTMENT	OBJECT CODE	SUB OBJECT CODE		ACCOUNT/CATEGORY	2023
					PUBLIC INFORMATION	OTHER CONTRACTUAL	53,163.00
					PUBLIC INFORMATION	PER DIEM-TRAINING	1,600.00
					PUBLIC INFORMATION	OTHER TRAVEL EXP-TRAINING	2,500.00
					PUBLIC INFORMATION	EQUIP/SOFTWARE SERV CONT	11,950.00
					PUBLIC INFORMATION	PRINTING & BINDING	4,000.00
					PUBLIC INFORMATION	CONSUMABLE OFFICE SUPPLIES	300.00
					PUBLIC INFORMATION	OTHER EQUIP (UNDER $1000)	500.00
					PUBLIC INFORMATION	OTHER OPERATING SUPPLIES	6,000.00
					PUBLIC INFORMATION	MEMBERSHIPS AND DUES	400.00
					PUBLIC INFORMATION	TUITIONS-TRAINING	1,675.00
001	3701	3601	521	30	TOTAL OPERATING EXPENSES		82,088.00
					CITIZENS ACADEMY	PRINTING & BINDING	280.00
					CITIZENS ACADEMY	CONSUMABLE OFFICE SUPPLIE	463.00
					CITIZENS ACADEMY	OTHER OPERATING SUPPLIES	1,754.00
001	3701	3511	521	30	TOTAL OPERATING EXPENSES		2,497.00
					SENIOR SERVICES	PER DIEM-TRAINING	270.00
					SENIOR SERVICES	OTHER TRAVEL EXP-TRAINING	625.00
					SENIOR SERVICES	PRINTING AND BINDING	350.00
					SENIOR SERVICES	CONSUMABLE OFFICE SUPPLIES	450.00
					SENIOR SERVICES	UNIFORMS-UNIFORMED PERSON	625.00
					SENIOR SERVICES	OTHER OPERATING SUPPLIES	1,290.00
					SENIOR SERVICES	TUITIONS-TRAINING	399.00
001	3701	3516	521	30	TOTAL OPERATING EXPENSES		4,009.00
					SPECIAL OPERATIONS	REGULAR SALARIES AND WAGES	528,893.00
					SPECIAL OPERATIONS	OVERTIME	9,682.00
					SPECIAL OPERATIONS	SPECIAL PAY	4,440.00
					SPECIAL OPERATIONS	FICA TAXES	41,541.00
					SPECIAL OPERATIONS	RETIREMENT CONTRIBUTIONS	115,266.00
					SPECIAL OPERATIONS	LIFE AND HEALTH INSURANCE	51,253.00
					SPECIAL OPERATIONS	WORKERS' COMPENSATION	21,821.00
001	3701	3701	521	10	TOTAL PERSONAL SERVICES		772,896.00
					SPECIAL OPERATIONS	PER DIEM-TRAINING	640.00
					SPECIAL OPERATIONS	OTHER TRAVEL EXP-TRAINING	780.00
					SPECIAL OPERATIONS	FREIGHT CHARGES (UPS)	250.00
					SPECIAL OPERATIONS	OTHER OPERATING SUPPLIES	425.00
					SPECIAL OPERATIONS	MEMBERSHIPS AND DUES	245.00
					SPECIAL OPERATIONS	TUITIONS-TRAINING	850.00
001	3701	3701	521	30	TOTAL OPERATING EXPENSES		3,190.00
					SPECIAL OPERATIONS	OTHER EQUIPMENT	30,000.00
001	3701	3701	521	60	TOTAL CAPITAL OUTLAY		30,000.00
					AVIATION	OTHER CONTRACTUAL	1,200.00
					AVIATION	PER DIEM-TRAINING	1,280.00
					AVIATION	OTHER TRAVEL EXP-TRAINING	2,952.00
					AVIATION	FREIGHT CHARGES UPS	2,000.00
					AVIATION	AIRCRAFT REPAIRS & MAINT.	28,000.00
					AVIATION	RADIO & COMMUNICATIONS	200.00
					AVIATION	EQUIPMENT SOFTWARE/SERV CONT	2,773.00
					AVIATION	CONSUMABLE OFFICE SUPPLIES	300.00
					AVIATION	MOTOR FUELS & OILS	105,000.00
					AVIATION	OTHER OPERATING SUPPLIES	1,580.00
					AVIATION	MEMBERSHIPS AND DUES	275.00
					AVIATION	TUITIONS-TRAINING	12,890.00
001	3701	3803	521	30	TOTAL OPERATING EXPENSES		158,450.00
					AVIATION	OTHER EQUIPMENT	16,500.00
001	3701	3803	521	60	TOTAL CAPITAL OUTLAY		16,500.00
					SWAT TEAM	PER DIEM-TRAINING	5,994.00
					SWAT TEAM	OTHER TRAVEL EXP-TRAINING	1,080.00
					SWAT TEAM	OTHER EQUIP (UNDER $1000)	4,947.00
					SWAT TEAM	AMMUNITION	18,840.00
					SWAT TEAM	MEMBERSHIPS AND DUES	1,375.00
					SWAT TEAM	TUITIONS-TRAINING	3,095.00
001	3701	3805	521	30	TOTAL OPERATING EXPENSES		35,331.00
					BOMB DISPOSAL	PER DIEM-TRAINING	1,890.00
					BOMB DISPOSAL	OTHER TRAVEL EXP-TRAINING	2,975.00
					BOMB DISPOSAL	OTHER REPAIRS & MAINTENANCE	2,400.00
					BOMB DISPOSAL	OTHER OPERATING SUPPLIES	2,450.00
					BOMB DISPOSAL	TUITIONS-TRAINING	1,490.00
001	3701	3806	521	30	TOTAL OPERATING EXPENSES		11,205.00

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FUND	DIVISION	DEPARTMENT	OBJECT CODE	SUB OBJECT CODE		ACCOUNT/CATEGORY	2023
					FLEET MAINTENANCE	REGULAR SALARIES AND WAGES	183,789.00
					FLEET MAINTENANCE	OVERTIME	3,976.00
					FLEET MAINTENANCE	SPECIAL PAY	360.00
					FLEET MAINTENANCE	FICA TAXES	14,391.00
					FLEET MAINTENANCE	RETIREMENT CONTRIBUTIONS	22,918.00
					FLEET MAINTENANCE	LIFE AND HEALTH INSURANCE	33,822.00
					FLEET MAINTENANCE	WORKERS' COMPENSATION	467.00
001	3701	3811	521	10	TOTAL PERSONAL SERVICES		259,723.00
					FLEET MAINTENANCE	OTHER CONTRACTURAL	30,160.00
					FLEET MAINTENANCE	PER DIEM-TRAINING	768.00
					FLEET MAINTENANCE	OTHER TRAVEL EXP-TRAINING	3,150.00
					FLEET MAINTENANCE	VEHICLE REPAIRS & MAINT.	217,719.00
					FLEET MAINTENANCE	OTHER REPAIRS & MAINT.	2,000.00
					FLEET MAINTENANCE	VEHICLE (TAGS & TITLES)	4,758.00
					FLEET MAINTENANCE	CLASSIFIED ADVERTISING	100.00
					FLEET MAINTENANCE	CONSUMABLE OFFICE SUPPLIES	400.00
					FLEET MAINTENANCE	OTHER EQUIP (UNDER $1000)	59,968.00
					FLEET MAINTENANCE	MOTOR FUELS & OILS	1,053,222.00
					FLEET MAINTENANCE	UNIFORMS-STAFF PERSONNEL	2,835.00
					FLEET MAINTENANCE	OTHER OPERATING SUPPLIES	2,500.00
					FLEET MAINTENANCE	MEMBERSHIPS AND DUES	300.00
					FLEET MAINTENANCE	TUITIONS-TRAINING	2,085.00
001	3701	3811	521	30	TOTAL OPERATING EXPENSES		1,379,965.00
					FLEET MAINTENANCE	VEHICLES	383,008.00
					FLEET MAINTENANCE	EMERGENCY EQUIPMENT	14,241.00
					FLEET MAINTENANCE	OTHER EQUIPMENT	27,449.00
001	3701	3811	521	60	TOTAL CAPITAL OUTLAY		424,698.00
					FLEET MAINTENANCE	PRINCIPLE	29,030.00
					FLEET MAINTENANCE	INTEREST	6,275.00
001	3701	3811	521	70	TOTAL DEBT SERVICE		35,305.00
					DIVE TEAM	PER DIEM-TRAINING	864.00
					DIVE TEAM	OTHER REPAIRS & MAINTENANCE	750.00
					DIVE TEAM	OTHER EQUIP (UNDER $1000)	1,793.00
					DIVE TEAM	OTHER OPERATING SUPPLIES	1,000.00
					DIVE TEAM	MEMEBERSHIPS & DUES	1,276.00
					DIVE TEAM	TUITIONS-TRAINING	660.00
001	3701	3813	521	30	TOTAL OPERATING EXPENSES		6,343.00
					DIVE TEAM	OTHER EQUIPMENT	1,997.00
001	3701	3813	521	60	TOTAL CAPITAL OUTLAY		1,997.00
					CRISIS NOGOTIATION TEAM	PER DIEM-TRAINING	2,560.00
					CRISIS NOGOTIATION TEAM	OTHER TRAVEL EXP-TRAINING	2,575.00
					CRISIS NOGOTIATION TEAM	MEMEBERSHIPS & DUES	160.00
					CRISIS NOGOTIATION TEAM	TUITIONS-TRAINING	1,640.00
001	3701	3815	521	30	TOTAL OPERATING EXPENSES		6,935.00
					MOBILE FIELD FORCE	PER DIEM-TRAINING	1,836.00
					MOBILE FIELD FORCE	OTHER TRAVEL EXP-TRAINING	990.00
					MOBILE FIELD FORCE	AMMUNITION & GAS ORDINANCE	500.00
					MOBILE FIELD FORCE	TUITIONS-TRAINING	500.00
001	3701	3816	521	30	TOTAL OPERATING EXPENSES		3,826.00
					HONOR GUARD	PER DIEM-TRAINING	864.00
					HONOR GUARD	OTHER TRAVEL EXP-TRAINING	1,155.00
					HONOR GUARD	AMMUNITION & GAS ORDIN	1,080.00
					HONOR GUARD	TUITIONS-TRAINING	130.00
001	3701	3818	521	30	TOTAL OPERATING EXPENSES		3,229.00
					MOBILE COMMAND UNIT	OTHER EQUIP (UNDER $1000)	500.00
001	3701	3819	521	30	TOTAL OPERATING EXPENSES		500.00

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FUND	DIVISION	DEPARTMENT	OBJECT CODE	SUB OBJECT CODE		ACCOUNT/CATEGORY	2023
					DIVISION-3800	PATROL	
					PATROL	REGULAR SALARIES AND WAGES	6,893,201.00
					PATROL	OVERTIME	204,853.00
					PATROL	SPECIAL PAY	132,284.00
					PATROL	FICA TAXES	553,121.00
					PATROL	RETIREMENT CONTRIBUTIONS	2,039,223.00
					PATROL	LIFE AND HEALTH INSURANCE	838,765.00
					PATROL	WORKERS' COMPENSATION	355,733.00
001	3800	3800	521	10	TOTAL PERSONAL SERVICES		11,017,180.00
					PATROL	OTHER TRAVEL-DEPT. & INVEST.	175.00
					PATROL	PER DIEM-TRAINING	3,931.00
					PATROL	OTHER TRAVEL EXP-TRAINING	2,125.00
					PATROL	OTHER REPAIRS & MAINT.	22,750.00
					PATROL	PRINTING & BINDING	6,165.00
					PATROL	OTHER CHARGES & OBLIGATIONS	4,326.00
					PATROL	CONSUMABLE OFFICE SUPPLIES	4,350.00
					PATROL	OTHER EQUIP (UNDER $1000)	1,302.00
					PATROL	OTHER OPERATING SUPPLIES	1,734.00
					PATROL	TUITIONS-TRAINING	1,285.00
001	3800	3800	521	30	TOTAL OPERATING EXPENSES		48,143.00
					MARINE	WATERCRAFT REPAIR & MAINT	6,650.00
					MARINE	EQUIP/SOFTWARE SERV CONT	1,290.00
					MARINE	OTHER EQUIP (UNDER $1000)	1,590.00
					MARINE	MOTOR FUELS & OILS	560.00
					MARINE	OTHER OPERATING SUPPLIES	940.00
001	3800	3802	521	30	TOTAL OPERATING EXPENSES		11,030.00
					CANINE	VETERINARIAN	9,000.00
					CANINE	OTHER CONTRACTUAL	2,400.00
					CANINE	PER DIEM-TRAINING	2,937.00
					CANINE	OTHER TRAVEL EXP-TRAINING	1,800.00
					CANINE	FREIGHT CHARGES UPS	150.00
					CANINE	BUILDING REPAIRS & MAINT.	4,398.00
					CANINE	CANINE FOOD & SUPPLIES	5,384.00
					CANINE	OTHER OPERATING SUPPLIES	2,546.00
					CANINE	MEMBERSHIPS AND DUES	450.00
					CANINE	TUITIONS-TRAINING	1,941.00
001	3800	3804	521	30	TOTAL OPERATING EXPENSES		31,006.00
					ANIMAL CONTROL	REGULAR SALARIES AND WAGES	358,138.00
					ANIMAL CONTROL	OVERTIME	6,951.00
					ANIMAL CONTROL	SPECIAL PAY	360.00
					ANIMAL CONTROL	FICA TAXES	27,957.00
					ANIMAL CONTROL	RETIREMENT CONTRIBUTIONS	44,521.00
					ANIMAL CONTROL	LIFE AND HEALTH INSURANCE	59,310.00
					ANIMAL CONTROL	WORKERS' COMPENSATION	908.00
001	3800	3814	521	10	TOTAL PERSONAL SERVICES		498,145.00
					ANIMAL CONTROL	OTHER ADMIN- PROFESS FEES	2,300.00
					ANIMAL CONTROL	PER DIEM-TRAINING	1,350.00
					ANIMAL CONTROL	OTHER TRAVEL EXP - TRAINING	1,960.00
					ANIMAL CONTROL	COMMUNICATION SERVICES	4,848.00
					ANIMAL CONTROL	FLEET INSURANCE	7,388.00
					ANIMAL CONTROL	LIABILITY INSURANCE	5,490.00
					ANIMAL CONTROL	VEHICLE MAINTENANCE	9,400.00
					ANIMAL CONTROL	RADIO & COMMUNICATIONS	600.00
					ANIMAL CONTROL	PRINTING AND BINDING	600.00
					ANIMAL CONTROL	VEHICLE (TAGS & TITLES)	295.00
					ANIMAL CONTROL	CLASSIFIED ADVERTISING	400.00
					ANIMAL CONTROL	OTHER CHARGES & OBLIGATIONS	360.00
					ANIMAL CONTROL	OTHER EQUIP (UNDER $1000)	3,581.00
					ANIMAL CONTROL	MOTOR FUELS & OILS	76,500.00
					ANIMAL CONTROL	UNIFORMS-STAFF PERSONNEL	2,675.00
					ANIMAL CONTROL	OTHER OPERATING SUPPLIES	1,530.00
					ANIMAL CONTROL	MEMBERSHIPS AND DUES	140.00
					ANIMAL CONTROL	TUITIONS & TRAINING	1,325.00
001	3800	3814	521	30	TOTAL OPERATING EXPENSES		120,742.00

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FUND	DIVISION	DEPARTMENT	OBJECT CODE	SUB OBJECT CODE		ACCOUNT/CATEGORY	2023
					ANIMAL CONTROL	VEHICLES	35,000.00
					ANIMAL CONTROL	OTHER EQUIPMENT	21,800.00
001	3800	3814	521	60	**TOTAL CAPITAL OUTLAY**		**56,800.00**
					CRIME PREVENTION	PER DIEM-TRAINING	1,080.00
					CRIME PREVENTION	OTHER TRAVEL EXP-TRAINING	2,460.00
					CRIME PREVENTION	PRINTING & BINDING	480.00
					CRIME PREVENTION	OTHER OPERATING SUPPLIES	500.00
					CRIME PREVENTION	TUITIONS-TRAINING	1,596.00
001	3800	3502	521	30	**TOTAL OPERATING EXPENSES**		**6,116.00**
					DIVISION-4100	**PROFESSIONAL STANDARDS AND COMMUNICATIONS**	
					PROFESSIONAL STANDARDS	REGULAR SALARIES AND WAGES	271,170.00
					PROFESSIONAL STANDARDS	OVERTIME	4,281.00
					PROFESSIONAL STANDARDS	SPECIAL PAY	2,520.00
					PROFESSIONAL STANDARDS	FICA TAXES	21,265.00
					PROFESSIONAL STANDARDS	RETIREMENT CONTRIBUTIONS	65,601.00
					PROFESSIONAL STANDARDS	LIFE AND HEALTH INSURANCE	42,421.00
					PROFESSIONAL STANDARDS	WORKERS' COMPENSATION	5,056.00
001	3200	3200	521	10	**TOTAL PERSONAL SERVICES**		**412,314.00**
					PROFESSIONAL STANDARDS	OTHER CONTRACTUAL	5,150.00
					PROFESSIONAL STANDARDS	PER DIEM-TRAINING	8,660.00
					PROFESSIONAL STANDARDS	OTHER TRAVEL EXP-TRAINING	16,660.00
					PROFESSIONAL STANDARDS	CONSUMABLE OFFICE SUPPLIES	600.00
					PROFESSIONAL STANDARDS	BOOKS & PUBLICATIONS	250.00
					PROFESSIONAL STANDARDS	MEMBERSHIPS AND DUES	10,284.00
					PROFESSIONAL STANDARDS	TUITIONS-TRAINING	5,778.00
001	3200	3200	521	30	**TOTAL OPERATING EXPENSES**		**47,382.00**
					FIREARMS TRAINING	PER DIEM-TRAINING	960.00
					FIREARMS TRAINING	OTHER TRAVEL EXP-TRAINING	2,000.00
					FIREARMS TRAINING	OTHER REPAIRS & MAINT.	500.00
					FIREARMS TRAINING	OTHER EQUIP (UNDER $1000)	2,128.00
					FIREARMS TRAINING	AMMUNITION & GAS ORDIN	31,197.00
					FIREARMS TRAINING	RANGE SUPPLIES	3,687.00
					FIREARMS TRAINING	OTHER OPERATING SUPPLIES	4,020.00
					FIREARMS TRAINING	TUITIONS-TRAINING	1,000.00
001	3200	3807	521	30	**TOTAL OPERATING EXPENSES**		**45,492.00**
					FIREARMS TRAINING	GUNS	17,000.00
001	3200	3807	521	60	**TOTAL CAPITAL OUTLAY**		**17,000.00**
					TRAINING	REGULAR SALARIES AND WAGES	375,786.00
					TRAINING	OVERTIME	1,241.00
					TRAINING	SPECIAL PAY	4,680.00
					TRAINING	FICA TAXES	29,200.00
					TRAINING	RETIREMENT CONTRIBUTIONS	98,358.00
					TRAINING	LIFE AND HEALTH INSURANCE	42,770.00
					TRAINING	WORKERS' COMPENSATION	16,222.00
001	3200	3812	521	10	**TOTAL PERSONAL SERVICES**		**568,257.00**
					TRAINING	OTHER CONTRACTUAL	6,000.00
					TRAINING	PER DIEM-TRAINING	960.00
					TRAINING	OTHER TRAVEL EXP-TRAINING	3,000.00
					TRAINING	FREIGHT CHARGES	500.00
					TRAINING	BUILDING REPAIR & MAINT	500.00
					TRAINING	OTHER REPAIRS & MAINT.	1,850.00
					TRAINING	CONSUMABLE OFFICE SUPPLIES	1,500.00
					TRAINING	OTHER EQUIP (UNDER $1000)	8,670.00
					TRAINING	COMPUTER SUPPLIES	500.00
					TRAINING	OTHER OPERATING SUPPLIES	9,350.00
					TRAINING	BOOKS & PUBLICATIONS	16,500.00
					TRAINING	SUBSCRIPTIONS	100.00
					TRAINING	MEMBERSHIPS AND DUES	429.00
					TRAINING	TUITIONS-TRAINING	2,500.00
					TRAINING	OTHER	4,280.00
001	3200	3812	521	30	**TOTAL OPERATING EXPENSES**		**56,639.00**

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FUND	DIVISION	DEPARTMENT	OBJECT CODE	SUB OBJECT CODE		ACCOUNT/CATEGORY	2023
					EVIDENCE	OTHER ADMIN-PROFESS.FEES	1,502.00
					EVIDENCE	BLOODBORNE PATHOGEN	1,908.00
					EVIDENCE	PER DIEM-TRAINING	320.00
					EVIDENCE	OTHER TRAVEL EXP-TRAINING	600.00
					EVIDENCE	OTHER REPAIRS & MAINT.	1,000.00
					EVIDENCE	CLASSIFIED ADVERTISING	160.00
					EVIDENCE	CONSUMABLE OFFICE SUPPLIES	600.00
					EVIDENCE	OTHER OPERATING SUPPLIES	4,850.00
					EVIDENCE	MEMBERSHIPS AND DUES	250.00
					EVIDENCE	TUITIONS-TRAINING	500.00
001	3200	3817	521	30	TOTAL OPERATING EXPENSES		11,690.00
					COMMUNICATIONS	REGULAR SALARIES AND WAGES	1,843,438.00
					COMMUNICATIONS	OVERTIME	93,567.00
					COMMUNICATIONS	SPECIAL PAY	7,500.00
					COMMUNICATIONS	FICA TAXES	148,755.00
					COMMUNICATIONS	RETIREMENT CONTRIBUTIONS	245,558.00
					COMMUNICATIONS	LIFE AND HEALTH INSURANCE	334,327.00
					COMMUNICATIONS	WORKERS' COMPENSATION	4,798.00
001	3200	6100	521	10	TOTAL PERSONAL SERVICES		2,677,943.00
					COMMUNICATIONS	PER DIEM-TRAINING	4,800.00
					COMMUNICATIONS	OTHER TRAVEL EXP-TRAINING	5,040.00
					COMMUNICATIONS	COMMUNICATION SERVICES	80,405.00
					COMMUNICATIONS	FREIGHT	100.00
					COMMUNICATIONS	ELECTRICITY	18,840.00
					COMMUNICATIONS	RADIO & COMMUNICATIONS	22,925.00
					COMMUNICATIONS	EQUIPMENT SERVICE CONTRAC	268,605.00
					COMMUNICATIONS	RADIO LEASE-MAINT TO BOCC	604,985.00
					COMMUNICATIONS	OTHER REPAIRS & MAINT.	9,700.00
					COMMUNICATIONS	CONSUMABLE OFFICE SUPPLIES	3,400.00
					COMMUNICATIONS	OTHER EQUIP (UNDER $1000)	6,028.00
					COMMUNICATIONS	OTHER OPERATING SUPPLIES	16,709.00
					COMMUNICATIONS	MEMBERSHIPS AND DUES	2,884.00
					COMMUNICATIONS	TUITIONS-TRAINING	53,296.00
001	3200	6100	521	30	TOTAL OPERATING EXPENSES		1,097,717.00
					COMMUNICATIONS	RADIO EQUIPMENT	101,375.00
001	3200	6100	521	60	TOTAL CAPITAL OUTLAY		101,375.00
					DIVISION-6700	EMERGENCY MANAGEMENT	
					EMERGENCY MANAGEMENT	REGULAR SALARIES AND WAGES	46,853.00
					EMERGENCY MANAGEMENT	OVERTIME	726.00
					EMERGENCY MANAGEMENT	SPECIAL PAY	1,680.00
					EMERGENCY MANAGEMENT	FICA TAXES	3,768.00
					EMERGENCY MANAGEMENT	RETIREMENT CONTRIBUTIONS	8,665.00
					EMERGENCY MANAGEMENT	LIFE AND HEALTH INSURANCE	9,318.00
					EMERGENCY MANAGEMENT	WORKERS' COMPENSATION	123.00
001	7100	7100	521	10	TOTAL PERSONAL SERVICES		71,133.00
					EMERGENCY MANAGEMENT	OTHER CONTRACTUAL	2,472.00
					EMERGENCY MANAGEMENT	PER DIEM-TRAINING	2,123.00
					EMERGENCY MANAGEMENT	OTHER TRAVEL EXP-TRAINING	4,580.00
					EMERGENCY MANAGEMENT	COMMUNICATION SERVICES	16,197.00
					EMERGENCY MANAGEMENT	TRASH REMOVAL	183.00
					EMERGENCY MANAGEMENT	COPIER RENTALS AND LEASES	245.00
					EMERGENCY MANAGEMENT	OTHER RENTALS & LEASES	1,000.00
					EMERGENCY MANAGEMENT	FLEET INSURANCE	2,544.00
					EMERGENCY MANAGEMENT	LIABLITY INSURANCE	903.00
					EMERGENCY MANAGEMENT	VEHICLE REPAIRS & MAINTENANCE	1,800.00
					EMERGENCY MANAGEMENT	EQUIPMENT SERVICE CONTRACT	26,719.00
					EMERGENCY MANAGEMENT	BUILDING REPAIRS & MAINTENANCE	225.00
					EMERGENCY MANAGEMENT	PRINTING & BINDING	4,000.00
					EMERGENCY MANAGEMENT	VEHICLE TAGS AND TITLES	210.00
					EMERGENCY MANAGEMENT	CONSUMABLE OFFICE SUPPLIES	1,000.00
					EMERGENCY MANAGEMENT	OTHER EQUIPMENT (UNDER $1000)	2,360.00
					EMERGENCY MANAGEMENT	MOTOR FUELS & OILS	4,250.00
					EMERGENCY MANAGEMENT	UNIFORMS ADMINSITRATION	250.00
					EMERGENCY MANAGEMENT	JANITORIAL SUPPLIES	260.00
					EMERGENCY MANAGEMENT	SOFTWARE NON-CAPITAL	160.00
					EMERGENCY MANAGEMENT	MEMBERSHIPS AND DUES	390.00
					EMERGENCY MANAGEMENT	TUITIONS-TRAINING	920.00
001	7100	7100	521	30	TOTAL OPERATING EXPENSES		72,791.00

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FUND	DIVISION	DEPARTMENT	OBJECT CODE	SUB OBJECT CODE		ACCOUNT/CATEGORY	2023
					EMERGENCY MANAGEMENT	VEHICLES	46,000.00
					EMERGENCY MANAGEMENT	EMERGENCY EQUIPMENT	9,000.00
001	7100	7100	521	60	TOTAL CAPITAL OUTLAY		55,000.00
					DIVISION-6200	INFORMATION TECHNOLOGY	
					RECORDS	REGULAR SALARIES AND WAGES	246,240.00
					RECORDS	OVERTIME	4,903.00
					RECORDS	SPECIAL PAY	360.00
					RECORDS	FICA TAXES	19,240.00
					RECORDS	RETIREMENT CONTRIBUTIONS	33,602.00
					RECORDS	LIFE AND HEALTH INSURANCE	42,227.00
					RECORDS	WORKERS' COMPENSATION	625.00
001	6200	3506	521	10	TOTAL PERSONAL SERVICES		347,197.00
					RECORDS	PER DIEM-TRAINING	486.00
					RECORDS	OTHER TRAVEL EXP-TRAINING	600.00
					RECORDS	POSTAGE	6,325.00
					RECORDS	POSTAGE METER RENT & LEASES	4,920.00
					RECORDS	NOTARY	120.00
					RECORDS	CONSUMABLE OFFICE SUPPLIES	500.00
					RECORDS	TUITIONS-TRAINING	685.00
001	6200	3506	521	30	TOTAL OPERATING EXPENSES		13,636.00
					QUALITY ASSURANCE	REGULAR SALARIES AND WAGES	312,648.00
					QUALITY ASSURANCE	OVERTIME	6,624.00
					QUALITY ASSURANCE	SPECIAL PAY	3,720.00
					QUALITY ASSURANCE	FICA TAXES	24,709.00
					QUALITY ASSURANCE	RETIREMENT CONTRIBUTIONS	39,349.00
					QUALITY ASSURANCE	LIFE AND HEALTH INSURANCE	67,464.00
					QUALITY ASSURANCE	WORKERS' COMPENSATION	802.00
001	6200	6105	521	10	TOTAL PERSONAL SERVICES		455,316.00
					QUALITY ASSURANCE	CONSUMABLE OFFICE SUPPLIE	200.00
					QUALITY ASSURANCE	OTHER EQUIP (UNDER $1000)	1,800.00
					QUALITY ASSURANCE	TUITIONS-TRAINING	600.00
001	6200	6105	521	30	TOTAL OPERATING EXPENSES		2,600.00
					INFORMATION TECHNOLOGY	REGULAR SALARIES AND WAGES	485,822.00
					INFORMATION TECHNOLOGY	OVERTIME	2,632.00
					INFORMATION TECHNOLOGY	SPECIAL PAY	3,600.00
					INFORMATION TECHNOLOGY	FICA TAXES	37,642.00
					INFORMATION TECHNOLOGY	RETIREMENT CONTRIBUTIONS	84,184.00
					INFORMATION TECHNOLOGY	LIFE AND HEALTH INSURANCE	68,032.00
					INFORMATION TECHNOLOGY	WORKERS' COMPENSATION	1,228.00
001	6200	6200	521	10	TOTAL PERSONAL SERVICES		683,140.00
					INFORMATION TECHNOLOGY	OTHER CONTRACTUAL	5,000.00
					INFORMATION TECHNOLOGY	PER DIEM-TRAINING	588.00
					INFORMATION TECHNOLOGY	OTHER TRAVEL EXPENSE- TRAINING	1,680.00
					INFORMATION TECHNOLOGY	COMMUNICATION SERVICES	145,700.00
					INFORMATION TECHNOLOGY	FREIGHT CHARGES	100.00
					INFORMATION TECHNOLOGY	COPIER RENTAL AND LEASES	36,700.00
					INFORMATION TECHNOLOGY	EQUIPMENT SERVICE CONTRACTS	304,098.00
					INFORMATION TECHNOLOGY	OTHER REPAIRS & MAINT.	12,250.00
					INFORMATION TECHNOLOGY	OTHER EQUIP (UNDER $1000)	51,000.00
					INFORMATION TECHNOLOGY	SOFTWARE NON CAPITAL	8,340.00
					INFORMATION TECHNOLOGY	MEMBERSHIPS AND DUES	200.00
					INFORMATION TECHNOLOGY	TUITIONS-TRAINING	11,325.00
001	6200	6200	521	30	TOTAL OPERATING EXPENSES		576,981.00
					INFORMATION TECHNOLOGY	COMPUTER EQUIPMENT OVER $1,000	60,750.00
001	6200	6200	521	60	TOTAL CAPTIAL OUTLAY		60,750.00
					INFORMATION TECHNOLOGY	PRINCIPLE	58,997.00
					INFORMATION TECHNOLOGY	INTEREST	10,833.00
001	6200	6200	521	70	TOTAL DEBT SERVICE		69,830.00

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FUND	DIVISION	DEPARTMENT	OBJECT CODE	SUB OBJECT CODE		ACCOUNT/CATEGORY	2023
					DIVISION-5100	JUDICIAL AND JUVENILE SERVICES	
					EXPLORERS	OTHER OPERATING SUPPLIES	1,000.00
001	5100	3520	521	30	TOTAL OPERATING EXPENSES		1,000.00
					CROSSING GUARDS	REGULAR SALARIES AND WAGES	121,125.00
					CROSSING GUARDS	FICA TAXES	9,267.00
					CROSSING GUARDS	RETIREMENT CONTRIBUTIONS	14,756.00
					CROSSING GUARDS	WORKERS' COMPENSATION	303.00
001	5100	3810	521	10	TOTAL PERSONAL SERVICES		145,451.00
					CIVIL PROCESS	LEGAL SERVICES	5,000.00
					CIVIL PROCESS	PER DIEM-TRAINING	1,888.00
					CIVIL PROCESS	OTHER TRAVEL EXP-TRAINING	1,950.00
					CIVIL PROCESS	COMMUNICATION SERVICES	1,428.00
					CIVIL PROCESS	COPIER RENTAL AND LEASES	2,574.00
					CIVIL PROCESS	FLEET INSURANCE	3,997.00
					CIVIL PROCESS	LIABILITY INSURANCE	6,042.00
					CIVIL PROCESS	VEHICLE REPAIRS & MAINT.	2,000.00
					CIVIL PROCESS	RADIO & COMMUNICATIONS	200.00
					CIVIL PROCESS	EQUIPMENT SERVICE CONTRACT	8,295.00
					CIVIL PROCESS	VEHICLE (TAGS & TITLES)	23.00
					CIVIL PROCESS	OTHER EQUIP (UNDER $1000)	700.00
					CIVIL PROCESS	MOTOR FUELS & OILS	24,225.00
					CIVIL PROCESS	AMMUNITION & GAS ORDIN	591.00
					CIVIL PROCESS	UNIFORMS-UNIFORMED PERSON	2,491.00
					CIVIL PROCESS	COMPUTER SUPPLIES	500.00
					CIVIL PROCESS	OTHER OPERATING SUPPLIES	500.00
					CIVIL PROCESS	TUITIONS-TRAINING	2,500.00
001	5100	3900	521	30	TOTAL OPERATING EXPENSES		64,904.00
					CIVIL PROCESS	OTHER EQUIPMENT	5,000.00
001	5100	3900	521	60	TOTAL CAPITAL OUTLAY		5,000.00
					BAILIFF SERVICES	REGULAR SALARIES AND WAGES	901,759.00
					BAILIFF SERVICES	OVERTIME	11,922.00
					BAILIFF SERVICES	SPECIAL PAY	7,680.00
					BAILIFF SERVICES	FICA TAXES	70,484.00
					BAILIFF SERVICES	RETIREMENT CONTRIBUTIONS	260,884.00
					BAILIFF SERVICES	LIFE AND HEALTH INSURANCE	119,259.00
					BAILIFF SERVICES	WORKERS' COMPENSATION	45,870.00
001	5100	5100	521	10	TOTAL PERSONAL SERVICES		1,417,858.00
					BAILIFF SERVICES	PER DIEM-TRAINING	472.00
					BAILIFF SERVICES	OTHER TRAVEL EXP TRAINING	654.00
					BAILIFF SERVICES	FLEET INSURANCE	3,366.00
					BAILIFF SERVICES	LIABILITY INSURANCE	15,976.00
					BAILIFF SERVICES	VEHICLE REPAIRS & MAINT.	400.00
					BAILIFF SERVICES	RADIO & COMMUNICATIONS	980.00
					BAILIFF SERVICES	EQUIPMENT SOFTWAR SERV CONT	1,700.00
					BAILIFF SERVICES	OTHER REPAIRS AND MAINTENANCE	5,000.00
					BAILIFF SERVICES	VEHICLE (TAGS & TITLES)	22.00
					BAILIFF SERVICES	CONSUMABLE OFFICE SUPPLIES	700.00
					BAILIFF SERVICES	OTHER EQUIP (UNDER $1000)	1,200.00
					BAILIFF SERVICES	MOTOR FUELS & OILS	14,875.00
					BAILIFF SERVICES	AMMUNITION & GAS ORDIN	2,135.00
					BAILIFF SERVICES	FINGERPRINTING SUPPLIES	300.00
					BAILIFF SERVICES	UNIFORMS-UNIFORMED PERSON	6,291.00
					BAILIFF SERVICES	OTHER OPERATING SUPPLIES	400.00
					BAILIFF SERVICES	TUITIONS-TRAINING	900.00
001	5100	5100	521	30	TOTAL OPERATING EXPENSES		55,371.00
					JUDICIAL ADMINISTRATION	REGULAR SALARIES AND WAGES	1,086,250.00
					JUDICIAL ADMINISTRATION	OVERTIME	11,925.00
					JUDICIAL ADMINISTRATION	SPECIAL PAY	10,080.00
					JUDICIAL ADMINISTRATION	FICA TAXES	84,782.00
					JUDICIAL ADMINISTRATION	RETIREMENT CONTRIBUTIONS	289,770.00
					JUDICIAL ADMINISTRATION	LIFE AND HEALTH INSURANCE	125,370.00
					JUDICIAL ADMINISTRATION	WORKERS' COMPENSATION	47,027.00
001	5100	5102	521	10	TOTAL PERSONAL SERVICES		1,655,204.00

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FUND	DIVISION	DEPARTMENT	OBJECT CODE	SUB OBJECT CODE		ACCOUNT/CATEGORY	2023
					JUDICIAL ADMINISTRATION	PER DIEM-TRAINING	1,593.00
					JUDICIAL ADMINISTRATION	OTHER TRAVEL EXP TRAINING	2,345.00
					JUDICIAL ADMINISTRATION	COMMUNICATION SERVCIES	3,279.00
					JUDICIAL ADMINISTRATION	POSTAGE	800.00
					JUDICIAL ADMINISTRATION	FREIGHT CHARGES (UPS)	200.00
					JUDICIAL ADMINISTRATION	FLEET INSURANCE	2,102.00
					JUDICIAL ADMINISTRATION	LIABILITY INSURANCE	2,111.00
					JUDICIAL ADMINISTRATION	OTHER INSURANCE	1,377.00
					JUDICIAL ADMINISTRATION	VEHICLE REPAIRS & MAINT.	600.00
					JUDICIAL ADMINISTRATION	RADIO & COMMUNICATIONS	200.00
					JUDICIAL ADMINISTRATION	EQUIPMENT SOFTWAR SERV CONT	15,468.00
					JUDICIAL ADMINISTRATION	OTHER REPAIRS & MAINT.	1,250.00
					JUDICIAL ADMINISTRATION	PRINTING & BINDING	200.00
					JUDICIAL ADMINISTRATION	VEHICLE (TAGS & TITLES)	10.00
					JUDICIAL ADMINISTRATION	CONSUMABLE OFFICE SUPPLIES	2,500.00
					JUDICIAL ADMINISTRATION	OTHER EQUIPMENT (UNDER $1000)	500.00
					JUDICIAL ADMINISTRATION	MOTOR FUELS & OILS	4,463.00
					JUDICIAL ADMINISTRATION	AMMUNITION & GAS ORDIN	296.00
					JUDICIAL ADMINISTRATION	UNIFORMS-UNIFORMED PERSON	650.00
					JUDICIAL ADMINISTRATION	JANITORIAL SUPPLIES	500.00
					JUDICIAL ADMINISTRATION	COMPUTER SUPPLIES	300.00
					JUDICIAL ADMINISTRATION	OTHER OPERATING SUPPLIES	400.00
					JUDICIAL ADMINISTRATION	MEMBERSHIP AND DUES	880.00
					JUDICIAL ADMINISTRATION	TUITIONS-TRAINING	1,950.00
					JUDICIAL ADMINISTRATION	TUITIONS-REIMBURSEMENTS	1,900.00
001	**5100**	**5102**	**521**	**30**	**TOTAL OPERATING EXPENSES**		**45,874.00**
					JUDICIAL ADMINISTRATION	PRINCIPLE	5,131.00
					JUDICIAL ADMINISTRATION	INTEREST	942.00
001	**5100**	**5102**	**521**	**70**	**TOTAL DEBT SERVICE**		**6,073.00**
					FUGITIVE TRANSPORT	COMM.TRANSPORT PRISONERS	30,000.00
					FUGITIVE TRANSPORT	OTHER TRAVEL-DEPT&INVEST.	200.00
					FUGITIVE TRANSPORT	PER DIEM-TRAINING	295.00
					FUGITIVE TRANSPORT	OTHER TRAVEL EXP- TRAINING	750.00
					FUGITIVE TRANSPORT	FLEET INSURANCE	1,887.00
					FUGITIVE TRANSPORT	LIABILITY INSURANCE	2,111.00
					FUGITIVE TRANSPORT	VEHICLE REPAIRS & MAINT.	1,000.00
					FUGITIVE TRANSPORT	RADIO & COMMUNICATIONS	200.00
					FUGITIVE TRANSPORT	VEHICLE (TAGS & TITLES)	10.00
					FUGITIVE TRANSPORT	OTHER EQUIPMENT (UNDER $1000)	400.00
					FUGITIVE TRANSPORT	MOTOR FUELS & OILS	13,325.00
					FUGITIVE TRANSPORT	AMMUNITION & GAS ORDIN	269.00
					FUGITIVE TRANSPORT	UNIFORMS-UNIFORMED PERSON	650.00
					FUGITIVE TRANSPORT	OTHER OPERATING SUPPLIES	300.00
					FUGITIVE TRANSPORT	TUITIONS-TRAINING	500.00
001	**5100**	**5104**	**521**	**30**	**TOTAL OPERATING EXPENSES**		**51,897.00**
					DUTY OFFICE	OTHER CONTRACTUAL	3,839.00
					DUTY OFFICE	PER DIEM-TRAINING	590.00
					DUTY OFFICE	OTHER TRAVEL EXP- TRAINING	1,100.00
					DUTY OFFICE	COMMUNICATION SERVICES	14,247.00
					DUTY OFFICE	COPIER RENTAL AND LEASES	5,105.00
					DUTY OFFICE	LIABILITY INSURANCE	5,577.00
					DUTY OFFICE	RADIO & COMMUNICATIONS	300.00
					DUTY OFFICE	EQUIPMENT SERVICE CONTRAC	3,578.00
					DUTY OFFICE	CONSUMABLE OFFICE SUPPLIES	1,500.00
					DUTY OFFICE	OTHER EQUIPMENT (UNDER $1000)	200.00
					DUTY OFFICE	AMMUNITION & GAS ORDIN	739.00
					DUTY OFFICE	UNIFORMS-UNIFORMED PERSON	3,366.00
					DUTY OFFICE	JANITORIAL SUPPLIES	1,000.00
					DUTY OFFICE	COMPUTER SUPPLIES	300.00
					DUTY OFFICE	OTHER OPERATING SUPPLIES	1,700.00
					DUTY OFFICE	TUITIONS-TRAINING	500.00
001	**5100**	**5105**	**521**	**30**	**TOTAL OPERATING EXPENSES**		**43,641.00**
						GENERAL FUND	**31,972,791.00**
					EXPANSION OF STAFFING	**ADDED SWORN AND CIVILIAN POSITIONS**	**3,947,749.00**
					NEW PROGRAM COST	**BODY-WORN CAMERA PROGRAM**	**666,590.00**
						TOTAL GENERAL FUND	**36,587,130.00**
						JUDICIAL SERVICES	**3,345,822.00**
					NEW PROGRAM COST	**BODY-WORN CAMERA PROGRAM**	**16,492.00**
						TOTAL JUDICIAL SERVICES	**3,362,314.00**
						TOTAL REQUESTED BUDGET	**39,949,444.00**

Attachment: CCSO FY22-2023 Budget (20371 : Constitutional Officer's Proposed Budgets FY2022/2023)

Maureen "Mo" Baird
Supervisor of Elections

TO: Charles R. Oliver, County Administrator
FROM: Maureen Baird, Supervisor of Elections MB
RE: Fiscal Year 2022/2023 Budget
DATE: May 31, 2022

Attached is the FY 2022/2023 budget submittal for the Supervisor of Elections.

- The total budget request is **$1,988,594.00**.
- **Excluding** the mandated SB90 and SB 524 law changes of **$117,851.94**, the budget is 3.1% above 21/22 baseline. We have one election in the 2022/23 Budget.
- Supervisor of Elections has **$257,855.00** in the reserve account and currently received **$42,352.00** in grants.
- **One time** purchase of **$64,241.50** for the Tabulation System upgrade.
- Mandated law changes **$117,851.94** due to SB90 and SB524 (Election Law bill) and ERIC. Vote by Mail requests and List Maintenance activities new requirement to mail every year. The cost of printing doubled in the mailouts this year. **This will continue to affect the budget going forward.**
- A total of **$18,083** will **continue in the budget going forward** due to **redistricting**. (Equipment hardware/software licensing, Poll workers, Supplies, Ballots, ect.)
- **$38,820.00** cost printing and postage of sample ballots Due to the loss of a very long term HAVA Grant (Help America Vote Act) which paid for all sample ballots. This will have a **continued financial impact** on **budgets**.
- **$54,852.00** new position. No new positions since 2006. We need two positions, adding one this year and one next year.

Attachment: SOE FY 22-23 budget (20371 : Constitutional Officer's Proposed Budgets FY2022/2023)

Maureen "Mo" Baird
Supervisor of Elections

Supervisor of Elections Budget Information 2022 – 2023

BUDGET ITEM	Amount	
2021/2022 BUDGET Base	$1,814,376.00	
6.5% INCREASE	$ 117,934.44	
TOTAL	$1,932,310.44	
PROPOSED BUDGET	$1,988,594.00	
MANDATED BY LAW CHANGE	$ 117,368.00	

- **Without the Mandated Law changes of $117,368 the budget would be $1,871,226.00 an increase of 3.1%.**
- **The proposed budget with the mandated law changes is $56,283.56 above the 6.5%.**

Grants Received – Total = $42,352.00 (current budget)

- Election Security Grant II for $9,600.00 and Election Security Grant III for $32,752.00 totaling $42,352.00

Federal Election Grant	Used for reimbursement of Albert Server yearly license	$ 9,600.00
Federal Election Grant	Used for upgrade of two virtual servers, purchase of Cybersecurity software, and two reimbursements.	$32,752.0

***ONE* Time Purchases – $64,241.50.**

- Tabulation System five-year upgrade

Tabulation System Upgrade	Five year upgrade from the 2017 purchased. servers/computers/software	$64,241.5

***Mandated Law changes* (continued Budget Expenses) - $117,851.94**

- SB 90, SB 524 lawsuit for Accessible Voting will have a continued impact on the Budget each year.
- The increase in paper and postage are continuing to be a challenge.
- Increase in Minimum Wage for Poll Workers

Senate Bill 524 (Election Bill 22)	Required to remove all Vote by Mail requests in the system by December 31st each year.	$68,750.0
Senate Bill 524 (Election Bill 22)	Required to mail annually List Maintenance activities. Increase in Certified Mailing and Legal Ads	$21,050.0
ERIC 2021/2022	Required every two months to review/accept/reject cross state voter registration information. Printing and Mailing.	$ 8,525.0
Postage Increase	.58 to .60 in July of 2022	
Paper Increase – Voter Information Cards	Voter Information Cards .15 to .36	
Paper Increase – List Maintenance Cards	.10 to .30 per card	
Accessible Online Ballot	Accessible Online Vote by Mail Ballot. Yearly fee	$ 4,200.0
Minimum Wage Increase	For Poll Workers (until 2026)	$14,030.9
Cybersecurity Software	Requested by Cyber Navigator	$1,296.00

Attachment: SOE FY 22-23 budget (20371 : Constitutional Officer's Proposed Budgets FY2022/2023)

Staff

- One new position added. Two are needed. Add one this year and one next year.

New Position	One new position (includes all accounts)	$54,852.0(

Position

- One new position to be added this year.
- We have not had a new position since the **2006 budget year (16 years).** Each year brings new laws and mandates that require more staffing.
- Hernando county - 13 full-time positions (140,000 voters), Sumter county - 13 full-time and 1 part-time (114,000 voters), Marion 19 positions with 264,000 voters and Citrus - 10 full-time positions (120,000 voters).

Items Increased the budget:

Paper pricing (doubled) and challenges in paper shortages in the year of Redistricting and the new election law mandates for list maintenance activities.

- Tabulation System Upgrade.
- Price Increase in postage in July and January of 2022/2023.
- Minimum Wage Increase for Poll Workers (ongoing until 2026).
- List Maintenance/ERIC SB 524 and SB 90 mailing mandates.
- New position
- Cyber Software

FYI Budget Points

- Moved from printed ballots .30 cents each to Ballot on Demand paper .08 cents each.
- Ballot Printer quotes from last year did not change. Huge savings.

EVIDS Electronic Poll Books (End of Life)

- 20 Generation 1 EVID Compacts (2013) due to expire 2029. (Expiration date is 10 years past the last sal date (2019)).
- 5 Generation 2 EVID Compacts with no expiration date.
- 5 EVID Edge Generation 2 with no expiration date.
- 144 EVID Edge Generation 1 (due to expire 2031. (7 budget years until then. 144/7 = 20 per year.
- Cost is about $2,500.00 each.

Tabulation System (End of Life)

- How can we save for this future expenditure for about $3,000,000.00 in about seven to 10 years. (I mentioned this last year at the budget hearing).

Attachment: SOE FY 22-23 budget (20371 : Constitutional Officer's Proposed Budgets FY2022/2023)

SUPERVISOR OF ELECTIONS BUDGET FY 22/23

2440 ACCOUNT	OPERATIONS - 2440 BUDGET ACCT. NAME - (26 ACCTS.)	2019/2020 PAST	2020/2021 PAST	2021/2022 CURRENT	2022/2023 REQUESTED
51100	SOE Salary	$ 130,428.00	$130,855.00	$137,416.00	$138,847.00
51200	Regular Salaries	$ 451,800.00	$451,800.00	$444,845.00	$509,792.00
51400	Overtime	$ 40,000.00	$20,000.00	$20,000.00	$20,000.00
52100	FICA Taxes	$ 47,600.00	$46,103.00	$46,073.00	$51,151.00
52200	Retirement Contribution	$ 59,042.00	$100,816.00	$106,747.00	$126,468.00
52300	Life/Health/Dental/Disability	$ 72,750.00	$72,680.00	$75,995.00	$89,738.00
52400	Worker's Compensation	$ 1,617.00	$1,567.00	$1,143.00	$2,583.00
53400	Other Contractual Services	$ 11,440.00	$19,000.00	$30,205.00	$45,875.00
54000	Travel and Per Diem	$ 7,850.00	$7,850.00	$7,700.00	$7,700.00
54100	Communications	$ 21,072.00	$21,540.00	$21,760.00	$21,640.00
54201	Postage and Freight Services	$ 28,115.00	$48,175.00	$50,060.00	$69,915.00
54400	Rental and leases	$ 10,152.00	$8,875.00	$10,377.00	$15,761.00
54603	Vehicle Maintenance	$ 1,000.00	$1,100.00	$1,100.00	$1,100.00
54605	Equipment Maintenance	$ 35,800.00	$6,700.00	$3,500.00	$2,500.00
54612	Computer Maintenance/Hardwa	$ 2,000.00	$2,000.00	$2,600.00	$4,000.00
54615	Software Maintenance/Support	$ 60,436.00	$77,607.00	$86,640.00	$89,769.00
54700	Printing and Binding	$ 16,500.00	$29,500.00	$33,500.00	$65,845.00
54921	Advertising	$ 4,925.00	$4,700.00	$2,400.00	$4,250.00
55100	Office Supplies	$ 5,000.00	$5,000.00	$5,000.00	$9,900.00
55120	Non Capital Equipment	$ 1,745.00	$1,745.00	$1,500.00	$2,736.00
55208	Fuel and Lube	$ 2,000.00	$2,000.00	$2,000.00	$2,000.00
55221	Meals	$ -	$0.00	$1,000.00	$1,000.00
55270	Computer Accessories	$ 1,150.00	$1,150.00	$2,750.00	$6,950.00
55275	Computer Software	$ 510.00	$510.00	$1,065.00	$6,676.00
55400	Dues/Books/Sub/Mem/Pub	$ 4,678.00	$4,696.00	$4,069.00	$4,227.00
55500	Training	$ 7,700.00	$7,700.00	$7,700.00	$9,400.00
56200	Buildings	$ -	$0.00	$28,996.00	$0.00
56400	Machinery and Equipment	$ -	$5,000.00	$5,000.00	$0.00
TOTAL 26		**$ 1,025,310.00**	**$1,078,669.00**	**$1,141,141.00**	**$1,309,823.00**

61000	Reserve Budget Fund Bal		$257,855.00		

Attachment: SOE FY 22-23 budget (20371 : Constitutional Officer's Proposed Budgets FY2022/2023)

SUPERVISOR OF ELECTIONS BUDGET FY 22/23

2441 ACCOUNT #	ELECTIONS - 2441 - BUDGET ACCT. NAME - (24 ACCTS)	2019/2020 PAST	2020/2021 PAST	2021/2022 CURRENT	2022/2023 REQUESTED
51300	Other Salaries	$86,740.00	$67,100.00	$61,017.00	$77,119.00
51301	Casual Labor-Machine Cust.	$35,180.00	$14,590.00	$9,000.00	$13,143.00
51306	Poll Worker/Casual Labor	$128,530.00	$73,762.00	$93,339.00	$97,746.00
52100	FICA Taxes	$10,245.00	$7,167.00	$6,275.00	$7,911.00
52200	Retirement Contribution	$2,980.00	$1,459.00	$974.00	$1,546.00
52400	Worker's Compensation	$2,671.00	$1,242.00	$701.00	$980.00
52500	Unemployment Compensation	$700.00	$700.00	$700.00	$700.00
53300	Court Reporter Services	$8,000.00	$5,000.00	$5,800.00	$8,400.00
53400	Other Contractual Services	$107,555.00	$41,975.00	$210,720.00	$114,735.00
54000	Travel/Per Diem	$2,000.00	$1,000.00	$1,000.00	$1,340.00
54100	Communications	$3,000.00	$1,950.00	$2,525.00	$3,845.00
54201	Postage	$32,175.00	$40,620.00	$77,000.00	$34,480.00
54400	Rental & Leases	$4,860.00	$2,430.00	$2,675.00	$2,600.00
54408	Building Rental	$10,000.00	$5,800.00	$6,500.00	$5,400.00
54605	Equipment Mainteance	$3,175.00	$4,350.00	$2,750.00	$2,250.00
54612	Computer Maintenance/Suppo	$17,720.00	$21,715.00	$22,640.00	$22,640.00
54615	Software Maintenance/Support	$61,989.00	$74,923.00	$92,088.00	$112,730.00
54700	Printing and Binding	$64,800.00	$52,000.00	$145,250.00	$34,850.00
54921	Advertising	$6,450.00	$6,450.00	$6,450.00	$8,585.00
55100	Office Supplies	$18,360.00	$18,360.00	$16,340.00	$19,045.00
55120	Non Capital Equipment	$2,145.00	$2,145.00	$1,590.00	$1,205.00
55270	Computer Assessories	$6,920.00	$23,220.00	$27,375.00	$51,399.00
55275	Computer Software	$0.00	$27,700.00	$0.00	$0.00
56400	Machinery and Equipment	$117,000.00	$43,900.00	$30,250.00	$56,122.00
TOTAL 24		**$733,195.00**	**$539,558.00**	**$822,959.00**	**$678,771.00**

Attachment: SOE FY 22-23 budget (20371 : Constitutional Officer's Proposed Budgets FY2022/2023)

AGENDA MEMORANDUM

FROM:	Michael Sherman, AICP Growth Management Director
SUBJECT:	Benchmark/survey affordable and workforce housing by county
AGENDA DATE:	**June 14, 2022**

BRIEF OVERVIEW:

As directed by the BOCC, the Department has completed a benchmark survey of local governments and their programs that help families and individuals obtain affordable and workforce housing. Local governments surveyed include:

- Pasco County
- Marion County
- Hernando County
- Leon County
- Miami-Dade County, and
- Citrus County

BUDGET IMPACT/FUNDING SOURCE:

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

RECOMMENDED ACTION:

Discuss affordable and workforce housing programs and strategies that could be implemented as part of Citrus County's housing programs. These programs at a minimum could include:

- Minimum set aside for affordable/workforce housing in residential subdivisions and multifamily developments.

- Density bonuses utilizing the PUD process for affordable/workforce housing.

- Develop a housing authority and issue Multifamily Mortgage Revenue Bond program (MMRB) and other programs through a housing authority.

- Dedicate general funds to offset costs associated with the development of multifamily housing.

OUTSTANDING COMMISSION ITEM – BENCHMARK AFFORDABLE HOUSING BY COUNTIES IN FLORIDA

Pasco County

Pasco County addresses affordable and work force housing primarily through the Community Development Department and the Pasco County Housing Authority (PCHA). The County's programs are also supported by the Pasco County Comprehensive Plan, Future Land Use Element and Housing Element.

The Community Development Department: The mission of the Community Department is to improve the lives of Pasco citizens through home initiatives, neighborhood revitalization, affordable housing and community partnerships using state and federal funding. Activities of the Department include:

- Neighborhood Stabilization
- Homebuyer Programs
- Homeowner Rehabilitation
- Not-for-profit Agency Housing Development
- Funding Public Services

Pasco H.E.A.R.T 2.0 Assistance Program –

Pasco County Community Development Department is partnering with multiple local agencies that assist in providing Emergency Rental Assistance to people experiencing economic hardship due to Covid-19. Helping with Emergency Assistance Relief for Tenants (H.E.A.R.T) provides assistance to renters with funds distributed by the U.S. Treasury to Pasco County. Bills eligible for payment include:

- Rental (past, current and future)
- Utility (electric and water)

To qualify for Pasco H.E.A.R.T 2.0 funding the applicant must be a U.S. citizen (or have legal status) and a Pasco County resident who meets income guidelines of 80 percent or below the Area Median Income (AMI) and have been economically impacted by COVID-19. Those households who earn less than 50% of the AMI, as well as an applicant who has been unemployed for 90 days or more will be prioritized for funding

Neighborhood Stabilization - The Neighborhood Stabilization Program (NSP) was established for the purpose of providing emergency assistance to stabilize communities with high rates of abandoned and foreclosed homes, and to assist households whose annual incomes are up to 120 percent of the area median income (AMI).

Homeowner Assistance – Pasco County has two programs that can assist homesteaded homeowners in preserving their home; Owner Occupied Rehab and the Tax Payment Programs which assists current and delinquent property taxes.

- Owner Occupied Rehab: Pasco County provides rehabilitation assistance to low and moderate-income individuals and families to assist in repairing their homes for code violations and items that jeopardize the integrity of the homes and pose a safety hazard to the homeowner and their families.
- Tax Payment Program: State funding is made available to homesteaded homeowner with assistance in paying delinquent property tax and special assessments. The goal is to keep

Attachment: AFFORDABLE HOUSING BY COUNTIES (20383 : Benchmark/survey affordable and workforce housing by county)

homeowners in their homes. All eligible homeowners must have household incomes under 50% of the Area Median Income (AMI) for the Tampa Bay area. The current income thresholds are as follows:

1 person	$28,000
2 persons	$32,000
3 persons	$36,000
4 persons	$41,000
5 persons	$44,000

If the household has a senior (62 and over) or a family member who is disabled, the income limits are as follows:

1 person	$46,000
2 persons	$52,000
3 persons	$59,150
4 persons	$65,700
5 persons	$71,000

Any type of home is eligible for this program, including condominiums and town homes.

- Mobile homes are only eligible is the land is owned and built after 1994
- Home cannot have a value that exceeds $160,000
- There can be no outstanding judgements or liens placed on the property
- Property must not have more than 75% of its value in debt

Homebuyers' programs – Pasco County through is Community Development Department provides assistance to income -eligible buyers toward making the purchase of a home in Pasco County if the applicant has not owned a home for three years. Applicants who make less than 120% of the AMI for the Tampa Bay Area may apply for assistance.

- Pasco County Down Payment Assistance (DPA): This program provides assistance to income eligible buyers toward the purchase of a home in Pasco County. The program is for first time homebuyers who make less than 120% of the AMI. Funding for all income levels is first qualified, first served.

Pasco County Housing Finance Authority (HFA): The Pasco County Housing Finance Authority was established by the Pasco BOCC for the purpose of alleviating a shortage of housing and capital for investment in housing within Pasco County. The Authority was established under Chapter 159, F.S. and implements the following programs:

Public Housing - Public Housing was established to provide decent and safe rental housing for eligible low-income families with children, elderly, disabled, or single persons. The U.S. Department of Housing and Urban Development (HUD) administers Federal aid to local housing agencies that manage the communities for low-income residents at rents they can afford. Security deposits and utility deposits are the sole responsibility of the applicants.

Section 8 New Construction - Section 8 New Construction was established to provide decent and safe rental housing for eligible low-income families with children, elderly, disabled, or single persons. The U.S. Department of Housing and Urban Development (HUD) administers Federal aid to local housing agencies

Attachment: AFFORDABLE HOUSING BY COUNTIES (20383 : Benchmark/survey affordable and workforce housing by county)

(HAs) that manage the communities for low-income residents at rents they can afford. Security deposits and utility deposits are the sole responsibility of the applicants.

USDA Rural Development - USDA Rural Development was established to provide decent and safe rental housing for eligible low-income families with children, elderly, disabled, or single persons. USDA Rural Development administers Federal aid to the Pasco County Housing Authority for managing communities for low-income residents at affordable rents. Preferences are given to holders of Letters of Priority Entitlement issued by USDA Rural. All other applications are handled by date and time.

The American Rescue Plan (ARP) has been provided $4,455,673 to assist individuals or households who are homeless, at risk of homelessness, and other vulnerable populations, by providing housing, rental assistance, supportive services, and non-congregate shelter, to reduce homelessness and increase housing stability across the country. These grant funds will be administered through HUD's HOME Investment Partnerships Program (HOME).

The 651 State and local Participating Jurisdictions (PJs) that qualified for an annual HOME Program allocation for FY 2021 are eligible to receive HOME-ARP grants.

HOME-ARP funds can be used for four eligible activities:

- Production or Preservation of Affordable Housing
- Tenant-Based Rental Assistance (TBRA)
- Supportive Services, Homeless Prevention Services, and Housing Counseling
- Purchase and Development of Non-Congregate Shelter

State Housing Initiatives Partnership Program (SHIP) SHIP funds are distributed on an entitlement basis to all 67 counties and 52 Community Development Block Grant entitlement cities in Florida. The minimum allocation is $350,000. In order to participate, local governments must establish a local housing assistance program by ordinance; develop a local housing assistance plan and housing incentive strategy; amend land development regulations or establish local policies to implement the incentive strategies; form partnerships and combine resources in order to reduce housing costs; and ensure that rent or mortgage payments within the targeted areas do not exceed 30 percent of the area median income limits, unless authorized by the mortgage lender.

SHIP dollars may be used to fund emergency repairs, new construction, rehabilitation, down payment and closing cost assistance, impact fees, construction and gap financing, mortgage buy-downs, acquisition of property for affordable housing, matching dollars for federal housing grants and programs, and homeownership counseling. SHIP funds may be used to assist units that meet the standards of chapter 553.

A minimum of 65 percent of the funds must be spent on eligible homeownership activities; a minimum of 75 percent of funds must be spent on eligible construction activities; at least 30 percent of the funds must be reserved for very-low income households (up to 50 percent of the area median income or AMI); an additional 30 percent must be reserved for low income households (up to 80 percent of AMI); and the remaining funds may be reserved for households up to 140 percent of AMI. No more than 10 percent of SHIP funds may be used for administrative expenses. Funding for this program was established by the passage of the 1992 William E. Sadowski Affordable Housing Act. Funds are allocated to local governments on a population-based formula.

Attachment: AFFORDABLE HOUSING BY COUNTIES (20383 : Benchmark/survey affordable and workforce housing by county)

Community Development Block Grant (CDBG) – Disaster Recover (CDBG-DR)

Pasco county was awarded $2,455,858 from the Florida Department of Economic Opportunity (FDEO) for the acquisition and relocation of low-to moderate income households in the Elfers Parkway Area through the Voluntary Homeowner Occupied Buyout Program under the Community Development Block Grant Disaster Recover related to Hurricane Hermine Assistance is provided in the form of acquisition of current owner-occupied properties at pre-Hermine value and a down payment assistance for up to $25,000 for purchase of a new property within Pasco County.

Pasco County Funding Sources –

USDA Rural Development
S.H.I.P (Sadowski Affordable Housing Act)
The American Rescue Plan (ARP)
Community Development Block Grant (HUD)
The Multifamily Mortgage Revenue Bond program (MMRB)

MARION COUNTY

Marion County addresses affordable and work force housing primarily through the Community Services Department and the Housing Finance Agency of Marion County. The County's programs are also supported by the Marion County Comprehensive Plan, Future Land Use Element and Housing Element.

Community Services Department: The Mission of the Community Services Department is to administer state & federal grants for affordable housing, community development, & homelessness prevention programs.

Activities of the Department include:

- Homebuyers purchase assistance
- Homeowner rehabilitation
- Housing Finance Authority (HFA)
- Homelessness

Homebuyers Purchase Assistance – The Purchase Assistant program provide income eligible households with down payment and closing cost assistance on the purchase of a new home Marion County. The Community Services Department works with lenders, contractors, and realtors to help with the purchase of affordable housing for individuals and families. Applications are funded by the SHIP program and on a first-qualified, first-served basis as long as funding is available and is reviewed by County staff for eligibility.

Homeowner Rehabilitation - This program is designed to assist homeowners with necessary repairs, or to address health, safety, & code issues in the home. The program does not cover cosmetic changes or repairs. Assistance is provided in the form of a zero-interest, deferred payment loan, forgivable after 15 years. Contractors must be pre-approved and in good standing in the County's approved contractor's database. County staff helps applicants through the process, handles the bid/contract process, and oversees all work to ensure it meets all codes and county standards. There are no monthly loan payments

Attachment: AFFORDABLE HOUSING BY COUNTIES (20383 : Benchmark/survey affordable and workforce housing by county)

as long as the applicant remains in the home and is the primary residence. After 15 years, the loan is forgiven.

Housing Finance Authority of Marion County: The Housing Finance Authority of Marion County was established in 1980 by the Marion County Board of County Commissioners with the purpose of increasing the availability of essential housing within Marion County.

The Authority has the power and operates within the territorial boundaries of the county and within any area outside the territorial boundaries of the county. The Housing Authority operates under Section 189.069, F.S., Uniform Special District Accountability Act.

The Ocala / Marion County Joint Office on Homelessness -

The Ocala/Marion County Joint Office on Homelessness invites applications from eligible applicants for local programs that support the following objectives meant to end homelessness in Marion County:

- Re-housing homeless individuals, families, persons fleeing domestic violence, & youth while minimizing the trauma & dislocation caused by homelessness
- Promoting access to and effective utilization of mainstream programs by homeless
- Optimizing self-sufficiency among those experiencing homelessness.

Marion County Funding Sources –

The amount of funding Marion County anticipates receiving and has available for fiscal years from the following funding sources for fiscal years 2021-2023:

Community Development Block Grant:	$2,041,257
Neighborhood Stabilization Program:	$2,579,555
Emergency Solutions Grants Program (HUD):	$ 168,937
State Housing Initiative Housing Program (SHIP)	$3,155,547
HOME Investment Partnership:	$ 887,773
HOME-American Rescue Plan (ARP)	$3,217,585
The Multifamily Mortgage Revenue Bond program (MMRB)	

HERNANDO COUNTY

Hernando County addresses affordable and work force housing primarily through the Hernando County Housing Authority. The Housing Authority has a five-member board of commissioners who are appointed by the Governor of the State of Florida. The Housing Authority administers three main programs, Section 8 Housing Choice Voucher Program, the State Housing Initiatives Partnership (SHIP) program and a Neighbor Stabilization Program (NSP) rental program. The Authority's programs are also supported by the Hernando County Comprehensive Plan, Future Land Use Element and Housing Element.

The Hernando County Housing Authority: The Hernando County Housing Authority was created by the Hernando County Board of County Commissioners on May 3,1977 with the adoption of resolution #77-32. The Housing Authority has a five-member board of commissioners who are appointed by the Governor of the State of Florida. The Housing Authority administers three main programs, Section 8 Housing Choice Voucher Program, the State Housing Initiatives Partnership (SHIP) program and the Neighborhood Stabilization Program (NSP).

Attachment: AFFORDABLE HOUSING BY COUNTIES (20383 : Benchmark/survey affordable and workforce housing by county)

The Hernando County Housing Authority is committed to advocating and ensuring the provision of adequate affordable housing for Hernando County citizens, especially those with very-low, low and moderate incomes, so that Hernando County will have strong, diverse and viable communities.

Housing Choice Voucher Program (Section 8 Voucher) **-** The Section 8 Voucher Program is a federally funded program whereby qualified applicants may receive assistance with paying their rent. People who receive Section 8 vouchers find their own rental housing and use the vouchers they receive from the Hernando County Housing Authority to help pay the rent. The voucher pays a portion of the rent with the remainder being paid by the tenant.

SHIP – Housing Enhancement Loan Program (HELP) - The HELP is designed to provide zero % interest loans of up to $90,000.00 to assist homeowners with the cost of repairs including correcting housing and building code violations, providing cost effective energy conserving features, making the dwelling accessible to handicapped and elderly occupants as necessary, correction of health and/or safety violations that may be present. The program has income eligibility requirements.

- 1 person $41,350
- 2 persons $47,250
- 3 persons $53,150
- 4 persons $59,050
- 5 persons $63,800
- 6 persons $68,500
- 7 persons $73,350
- 8 persons $77,950

Neighborhood Stabilization - The Neighborhood Stabilization Program (NSP) was established for the purpose of providing emergency assistance to stabilize communities with high rates of abandoned and foreclosed homes, and to assist households whose annual incomes are up to 120 percent of the area median income (AMI). Congress has not allocated any additional funds to NSP since the third round of funding.

Hernando County Funding Sources –

Section 8 Housing Choice Program is funded by the U.S. Department of Housing and Urban Development
S.H.I.P is funded by the William Sadowski Affordable Housing Act
NSP is funded by the U.S. Department of Housing and Urban Development

LEON COUNTY

Leon County addresses affordable and work force housing primarily through the Division of Housing Services. The County's programs are also supported by the Pasco Leon County Comprehensive Plan, Future Land Use Element and Housing Element.

The Division of Housing Services: The mission is to build partnerships and administer programs that preserve and grow the inventory of safe and sanitary affordable housing in Leon County. The majority of the programs are funded through the SHIP Program.

Attachment: AFFORDABLE HOUSING BY COUNTIES (20383 : Benchmark/survey affordable and workforce housing by county)

The Division's major programs are income driven and include owner-occupied rehabilitation, home buyer counseling, down-payment assistance, and emergency home repairs.

First Time Homebuyer Assistance – The First Time Homebuyers Assistance program is funded by the Leon County SHIP program. First time Homebuyers are defined as:

- Individuals and families who have had no ownership in a principal residence during the 3-year period ending on the date of the purchase of the property.
- A single parent who has owned a home with a former spouse while married also can qualify for the program.
- An individual who is a displaced homemaker and has only owned a home with a spouse.
- An individual who has only owned a principal residence not permanently affixed to a permanent foundation
- An individual who has only owned property that was not in compliance with the state, local, or model building codes which cannot be brought into compliance for less than the cost of constructing a permanent structure.

Mobile Home Emergency Repairs – The Mobile Home Emergency Repair program primarily assists low-income Leon County (including residents inside the City of Tallahassee) mobile homeowner occupants that need repairs related to immediate health hazards/or to eliminate a developing threat to the dwelling or its plumbing or septic programs that could cause damage to the home or to remediate an immediate health hazard for the occupants. could cause damage to the home or to remediate an immediate health hazard for the occupants

Housing Rehabilitation and Home Replacement – The Home Rehabilitation program provides eligible homeowners whose homes need repairs to ensure the home is decent, safe, insurable code compliant, accessible and to prepare for future disasters. The Home Replacement program assists eligible homeowners with the demolition of the existing home and reconstruction of a new home if the cost of the rehabilitation is expected to surpass 50% of the value of the home.

Leon County Housing Finance Authority (HFA): The mission of the Leon HFA is to consider opportunities that increase the availability of affordable housing in Leon County. This includes financing for owner-occupied single family and multi-family housing units (townhouses and condominiums) and the sale of taxable bonds once approved by the Leon County BOCC. The HFA receives revenue in the form of fees from the sales of tax bonds, programs participation fees and loan payoffs from housing rehabilitation projects.

HFA programs:

The Multifamily Mortgage Revenue Bond program (MMRB) - The MMRB program uses both taxable and tax-exempt bonds to provide below market-rate loans to non-profit and for-profit developers who set aside a certain percentage of their apartment units for low-income families. These bonds are sold through either a competitive or negotiated method of sale or private placement. The program requires that at least 20 percent of the units be set aside for households earning at or below 50 percent of the area median income (AMI). The developer may also opt to set aside 40 percent of the units for households earning at or below 60 percent of the AMI.

The MMRB program encourages targeting in several areas. For the 2003 Universal Application Cycle, small counties receive 10 percent (10%) of the total allocation, and medium counties receive 31 percent (31%)

Attachment: AFFORDABLE HOUSING BY COUNTIES (20383 : Benchmark/survey affordable and workforce housing by county)

of the total allocation. Large counties will receive 59 percent (59%) of the allocation. Special consideration is given to developments that target specific groups, rural development, the elderly, urban infill areas, Front Porch Florida communities, HOPE VI communities, homeless people, and farmworkers or commercial fishing workers.

Affordable housing developers use the dollars from the MRB program in conjunction with other housing programs, such as the Affordable Housing Guarantee Program, which participates in the U.S. Department of Housing and Urban Development's Multifamily Risk Sharing program, and the State Apartment Incentive Loan Program (SAIL).

The MMRB process is a multi-layered process that includes the allocation of private activity bonds; rule development, ranking and scoring of applications; public hearings; credit underwriting; fiscal sufficiency; loan commitment; real estate closing; and bond pricing and closing. Typically, affordable housing developers involved in the construction or acquisition of properties of 200 units or more submit applications to the MMRB program.

State Apartment Incentive Loan Program (SAIL) – The Leon County HFA SAIL program provides low-interest loans on a competitive basis to affordable housing developers each year. This money often serves to bridge the gap between the development's primary financing and the total cost of the development. SAIL dollars are available to individuals, public entities, not-for-profit or for-profit organizations that propose the construction or substantial rehabilitation of multifamily units affordable to very low-income individuals and families.

A minimum of 20 percent of the development's units must be set aside for families earning 50 percent or less of the area median income. Developments that use housing credits in conjunction with this program may use a minimum set-aside of 40 percent of the units for residents earning 60 percent of the area median income.

Loan interest rates are set at zero percent for those developments that maintain 80 percent of their occupancy for farmworkers, commercial fishing workers or homeless people. The interest rates are set at one percent for all other developments. Loans are issued for a maximum of 15 years unless housing credit syndication requirements or Fannie Mae requirements dictate longer terms or if the Corporation's encumbrance is subordinate to the lien of another mortgage, in which case the term may be made coterminous with the longest term of the superior loan. In most cases, the SAIL loan cannot exceed 25 percent of the total development cost and can be used in conjunction with other state and federal programs.

Down Payment Assistance Program (First Time Homebuyers Assistance) – The Down Payment Assistance program is design to make purchasing a home more affordable to low and moderate income homebuyers by providing homebuyers with affordable interest rate mortgage loans and down payments and closing cost assistance.

Leon County Funding Sources -

SHIP Program (William E. Sadowski Affordable Housing Act)
Multifamily Housing Revenue Bonds.
The remainder of the Leon County Housing Authority are funded from revenue in the form of fees from the sales of tax bonds, programs participation fees and loan payoffs from housing rehabilitation projects.

Attachment: AFFORDABLE HOUSING BY COUNTIES (20383 : Benchmark/survey affordable and workforce housing by county)

MIAMI – DADE COUNTY

Miami-Dade County addresses affordable and work force housing primarily through two Departments within the county government; Community Action and Human Services Department and Public Housing and Community Development Department. The County's programs are also supported by the Pasco Leon County Comprehensive Plan, Future Land Use Element and Housing Element.

Community Action and Human Services Department: The mission of the Community Action and Human Services Department is to empower families, individuals, and communities through provision of comprehensive social services. This empowerment is accomplished through many programs, including Home Assistance Programs. The programs include:

Home Rehabilitation – Income qualifying homeowners living in certain Miam-Dade neighborhoods can get financial assistance to bring their home up to local and state building codes.

Residential Construction Mitigation - Income-qualifying homeowners can get help with the hardening or retrofitting of their homes, particularly to protect against a hurricane. The Residential Construction Mitigation Program provides retrofit measures rather than rehabilitative work to structures, which serves to protect homes against wind drive forces such as hurricanes. Services include re-roofing, load path reinforcement and opening (windows/shutters) protection. Applications are accepted on a first-come, first-served basis. Priority will be given to low-moderate income households, seniors and households with children. The program is funded by Florida Division of Emergency Management grants. There are no costs for the program.

Paint and Hurricane Shutter Assistance - This program assists residents with exterior painting or installation of hurricane shuttering on qualifying homes. Participation in the program is subject to available funds, and subject to change without notice. Loans are provided on a first-come, first-served basis. A lien is placed on the home for five years if the homeowner is applying for one program (painting or hurricane shutters) and 10 years for both services. The lien depreciates at 20 percent if the forgivable loan is attained for five years, and 10 percent if the forgivable loan is attained for 10 years.

Rental and Other Assistance for the Homeless or Evicted – If a resident of Miami-Dade County is homeless or has been evicted, they can receive help with first month's rent payment, security deposit, mortgage, utility bills, emergency shelter or food. This assistance provides one type per year with the maximum amount a homeowner can receive is $1,000 for rent or $1,500 in mortgage assistance.

Home Weatherization Assistance - The Weatherization Assistance Program (WAP) is a federally funded program that assist low-income homeowners with making their homes energy efficient through the installation of cost-saving measures, such as:

- Attic insulation
- Low-Flow showerheads
- Water heater jackets
- Energy efficient light bulbs
- Weather stripping
- Energy Recovery Ventilation, including bathroom and kitchen exhaust fans

Attachment: AFFORDABLE HOUSING BY COUNTIES (20383 : Benchmark/survey affordable and workforce housing by county)

- Repair or replacement of exterior doors, windows, refrigerators, water heaters and cooling and heating systems.

Home Beautification - Residents in County Commission District 1 may receive funds for exterior home painting and landscaping. The upgrades will be done for free for owner occupied single-family homes. The Beautification Program application can be delivered in person or mailed.

Housing Assistance Program (HAP) Down Payment Assistance – The HAP program is designed to increase the number of first-time home buyers for low-to-moderate income residents living in Miam-Dade County HAP provides up to $7,250 toward down payment assistance and closing cost and can be forgiven if the buyer owns and occupies the home for more than 10 years. From 2014 – 2019 HAP provided more than $113,000,000 in homebuyer assistance.

Public Housing and Community Development Department (PHCD): The mission of the Public Housing Department is to provide decent and safe rental housing for eligible low-income families, the elderly and persons with disabilities. Funding for PHCD programs include Community Development Block Grants, HOME Program, SHIP, Documentary Stamp Surtax program, and the Emergency Solutions Grant.

Assisted Living Facility – Because of the lack of affordable services that would allow the elderly to "age in place" Miami-Dade County Public Housing and Community Development converted the public housing development Helen M. Sawyer Plaza into an assisted living facility (ALF).

This Facility provides low-income elderly residents with safe and comfortable private accommodations. The Facility is licensed for 101 apartments, within an eight-story building covering 2.38 acres and is comprised of large studios and one-bedroom apartments.

The ALF is not a nursing home and does not hold a license to provide 24-hour nursing services. The Facility is accessible to public transportation, within walking distance of Metrorail station and near local hospitals, major supermarkets, and shopping centers.

Rental Assistance Demonstration Program - The Rental Assistance Demonstration (RAD) is a program of the Department of Housing and Urban Development (HUD) that helps public housing agencies modernize and redevelop public housing sites and units that ensure long-term affordability housing through the conversion of public housing subsidy to project-based Section 8 subsidy.

HUD developed the RAD program in response to the long-term shrinking of Federal appropriations. It is estimated that there is a $25.6 billion-dollar backlog of public housing capital improvements nationwide. RAD shifts the funding to a more stable platform and facilitates the financing for modernization and redevelopment of public housing sites.

Miami-Dade Public Housing and Community Development has embarked on a comprehensive redevelopment initiative to preserve approximately 9,000 public housing units, which serve nearly 18,000 of the County's lowest-income residents. Miami-Dade County has an estimated need of approximately $2 billion dollars to address deteriorating conditions of existing housing stock which, on average, is over 40 years old. Miami-Dade County maintains ownership of the land. Private sector companies have a 75-year lease, and the properties will be co-managed by private sector property management firms and the PHCD.

Attachment: AFFORDABLE HOUSING BY COUNTIES (20383 : Benchmark/survey affordable and workforce housing by county)

Section 8 / Housing Choice Voucher Program - The housing choice voucher program provides assistance to very low-income families, the elderly, and the disabled. Participants find their own housing in the private market and are not limited to units located in subsidized housing projects. Miami-Dade Public Housing and Community Development receive federal funds from the U.S. Department of Housing and Urban Development to administer the voucher program.

Section 8 Moderate Rehabilitation Rental Program - This federally funded, housing rental program provides assistance to very low-income individual and families in privately-owned, rehabilitated, multifamily buildings. There are approximately 2,097 units in 48 locations in the Section 8 Moderate Rehabilitation Program. Assistance is tied to the unit, not to the tenant. New admissions must be very low-income (equal to or below 50 percent of the area median income). Participants are selected from Miami-Dade Public Housing and Community Development's waiting list. Tenants pay approximately 30 percent of their income for rent.

Section 8 Single Room Occupancy Program - The Moderate Rehabilitation Single Room Occupancy Program provides project-based rental assistance in privately-owned rehabilitated buildings on behalf of very low and low-income single, homeless individuals. The rental assistance is tied to the owner, so participants do not keep the rental assistance in the event that they move. There are approximately 300 Moderate Rehabilitation Single Room Occupancies in Miami-Dade County.

Miami-Dade Housing Finance Authority (MDHFA) -

First time Homebuyer Program - First-time homebuyers can get a below-market mortgage rate. This program works with lenders to create a special package of first, second and, if necessary, third mortgages to finance a home you can afford. The type of home allowed for participation in the program includes single-family detached home, townhouse, condominium, duplex, or studio.

Renters Assistance Program

For families who desire to rent in Miami-Dade County, consider the high-quality rental properties financed by the Housing Finance Authority of Miami-Dade County (HFA).

Each development financed through our program is privately-owned and managed. Rental applications are available and processed at each development. The process requires each renter to submit standard qualification information such as proof of income and employment, rental history, and other credit and personal information.

Miami-Dade Funding Sources –

Florida Division of Emergency Management
HFA Mortgages (low interest)
Housing and Urban Development (HUD)
The Multifamily Mortgage Revenue Bond program (MMRB)
Sadowski Affordable Housing Act (S.H.I.P)
Community Development Block Grant (CDBG)

Attachment: AFFORDABLE HOUSING BY COUNTIES (20383 : Benchmark/survey affordable and workforce housing by county)

CITRUS COUNTY

Citrus County addresses affordable and work force housing primarily through the Citrus County Housing Services Division. The County's programs are also supported by the Citrus County Comprehensive Plan, Future Land Use Element and Housing Element.

The Division of Housing Services: Housing Services Mission is to increase the quantity and quality of decent, safe, and affordable housing for Citrus County's low and very low-income families. This division administers state and federally funded housing programs for emergency home repairs and improvements, provides subsidies through our local non-profit developers to first time home buyers for down payments costs, coordinates grant awards to affordable housing developers for rehabilitation and/or new construction of homes for very low income and special needs families, as well as, for affordable rental developments, and provides grant subsidies for mandatory utility connections, rental assistance and home energy assistance.

Housing Choice Voucher (HCV) Program (Section 8): This program benefits the County by increasing affordable housing choices for low-income households by allowing families to choose privately owned rental housing. The program makes up the difference between actual rent and 30% of income. Funds are paid to private landlords and property management companies.

HUD-VASH Program: This program provides housing and support services to eligible veterans experiencing homelessness by combining rental assistance with VA case management services. Case management is the heart of this program and is a requirement for participation.

Low Income Home Energy Program (LIHEAP): This program helps qualifying low-income homeowners and renters pay for a portion of their primary heating/cooling costs. LIHEAP is not designed to pay a household's total energy costs, but to provide supplemental assistance.

State Housing Initiatives Partnership Program (SHIP) Funding: This program provides funds to local governments as an incentive to create partnerships that produce and preserve affordable homeownership and multifamily housing. It was designed to serve very low and low income families.

The SHIP program has income eligibility requirements.

- 1 person $34,650
- 2 persons $39,600
- 3 persons $44,550
- 4 persons $49,500
- 5 persons $53,500
- 6 persons $57,450
- 7 persons $61,400
- 8 persons $65,350

SHIP strategies include:

- Owner Occupied Rehabilitation: This strategy will provide rehabilitation repairs to homesteaded dwellings to correct serious structural and/or health and safety related issues.
- Emergency Home Repair: This strategy will provide home repair assistance on homesteaded dwellings for families facing acute emergencies.

Attachment: AFFORDABLE HOUSING BY COUNTIES (20383 : Benchmark/survey affordable and workforce housing by county)

- New Construction (Not-For-Profit): This strategy will assist with the construction of homes sold by non-profit developers to First Time Homebuyers. Mortgage loans are made directly to the purchases of the home by the developer.
- Demolition/Reconstruction: This strategy will provide demolition/reconstruction assistance for SHIP-eligible, owner-occupied homes if more than 50% of the structure is deemed unlivable and estimated rehabilitation exceeds available award for Owner Occupied Rehabilitation.
- Rental Housing Construction or Rehabilitation: This strategy will provide funding for the purchase of new construction housing, the purchase of existing housing and the rehabilitation of, or additions to, existing group home housing. Priority goes to special needs housing groups as noted in Section 420.0004(13), Florida Statutes.
- Rental Development: Funds will be made available to developers of affordable housing rental units for the multi-family, elderly or disabled that that will benefit very low and low-income households in Citrus County.

Attachment: AFFORDABLE HOUSING BY COUNTIES (20383 : Benchmark/survey affordable and workforce housing by county)

AGENDA MEMORANDUM

FROM:	Ken Cheek, Director, Water Resources Department
SUBJECT:	1:30 p.m. Public Hearing-Proposed County Surplus Property Inventory List - Affordable Housing
AGENDA DATE:	**June 14, 2022**

BRIEF OVERVIEW:

Conduct a public hearing pursuant to Florida Statute Section 125.379, for the purpose of considering the proposed inventory list of all County owned surplus real property determined to be appropriate for use as affordable housing. Said inventory list may be modified at the conclusion of the public hearing.

On November 30, 2021, the Board approved to dispose of County owned surplus real property once it has been categorized as residential, commercial, or other, and authorized earmarking funds from the sale of smaller residential properties to the local housing trust fund unless purchased with designated or restricted revenues. Staff was instructed at the appropriate time, to prepare the 2022 Inventory List appropriate for use as Affordable Housing with the remaining three (3) residential properties previously earmarked for Affordable Housing and no new properties added.

BUDGET IMPACT/FUNDING SOURCE:

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

RECOMMENDED ACTION:

a. Adopt and authorize the Chairman to execute a Resolution of Citrus County, Florida, a political subdivision of the State of Florida, declaring certain County owned, residential surplus properties appropriate for use as affordable housing pursuant to Florida Statute 125.379; and

b. Approve and authorize the disposition of such property, pursuant to Florida Statute Section 125.379.

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

RESOLUTION 2022-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF CITRUS COUNTY, FLORIDA, PROVIDING AN INVENTORY LIST OF ALL REAL PROPERTY TO WHICH THE COUNTY HOLDS FEE SIMPLE TITLE THAT MAY BE APPROPRIATE FOR USE AS AFFORDABLE HOUSING; AND PROVIDING FOR A REVIEW AND CONSIDERATION OF SUCH LIST AT A PUBLIC HEARING PURSUANT TO FLORIDA STATUTE 125.379; AND PROVIDING FOR MODIFICATIONS THAT MAY ARISE FROM CONSIDERATION AT A PUBLIC HEARING; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Florida Statute, Section 125.379 requires each county to prepare an inventory list of all real property within its jurisdiction to which the county holds fee simple title that is appropriate for use as affordable housing at least every three (3) years. Such inventory list will include the address, legal description and whether the property is vacant or improved; and

WHEREAS, Florida Statute Section 125.379, requires that the governing body of the County review the inventory list at a public hearing and said body may revise it at the conclusion of a public hearing; and

WHEREAS, Florida Statute Section 125.379, requires that the governing body of the County adopt a resolution that includes an inventory list of such property following the public hearing.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Citrus County, Florida, in a regular meeting this 14th day of June, 2022, as follows:

SECTION 1. RECITALS. That the above findings are true and correct and are hereby incorporated herein by reference.

Attachment: 2c Supporting Docs (20374 : 1:30 p.m. Public Hearing-Proposed County Surplus Property Inventory List - Affordable Housing)

RESOLUTION 2022-_____

That the Board of County Commissioners of Citrus County, Florida, has held a public hearing pursuant to Florida Statutes, Section 125.379, in order to review and consider which County-owned properties exist, if any, that are appropriate for use as affordable housing.

SECTION 2. DECLARATIONS. The Board does hereby declare the properties more fully described in Exhibit "A" attached hereto and made a part hereof, to be appropriate for use as affordable housing in accordance with Florida Statute, Section 125.379.

SECTION 3. AUTHORIZATIONS. The Board does hereby authorize the County Administrator or its designee to make disposition of such properties described in Exhibit "A" attached hereto and made a part hereof, pursuant to Florida Statute, Section 125.379.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon its passage.

DONE AND ADOPTED in Regular Session this 14th day of June, 2022.

Attest:

Board of County Commissioners
of Citrus County, Florida, a political
subdivision of the State of Florida

_____
ANGELA VICK, CLERK

BY: _____
RONALD E KITCHEN JR., CHAIRMAN

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

_____
DENISE A. DYMOND LYN
COUNTY ATTORNEY

Attachment: 2c Supporting Docs (20374 : 1:30 p.m. Public Hearing-Proposed County Surplus Property Inventory List - Affordable Housing)

RESOLUTION 2022 -_____

EXHIBIT A

Affordable Housing Inventory List

Attachment: 2c Supporting Docs (20374 : 1:30 p.m. Public Hearing-Proposed County Surplus Property Inventory List - Affordable Housing)

AVAILABLE AFFORDABLE HOUSING INVENTORY LIST

PLEASE NOTE THAT THIS INVENTORY LIST IS SUBJECT TO CHANGE AT THE DISCRETION OF THE BOARD OF COUNTY COMMISSIONERS

ALTKEY	SITE ADDRESS	STATUS	ZONE	JUST VALUE	MAY BE AFFECTED BY CS WATER ASSESSMENT	ACRES	LEGAL DESCRIPTION
1931991	08803 E GLOW LN - INVERNESS	Vacant	CLR	$3,300	No	0.16	HICKORY HILL RETS UNIT 2 LOT 14 BLK 6 DESC IN OI BK 305 PG814
3230758	04002 E WALKER ST - INVERNESS	Vacant	MDR	$3,260	No	0.11	INVERNESS HGLDS UNIT 3 PB 2 PG 103 LOTS 42 & 43 BLK 110DESC IN OR BK 568 PG 2175 & OR BK 753 PG 1107
1932220	06079 E WINGATE ST - INVERNESS	Vacant	MDR	$2,990	No	0.22	INVERNESS HGLDS WEST PB 5 PG 19 LOT 37 BLK 40

QTY OF RECORDS PRINTED: 3

Attachment: 2c Supporting Docs (20374 : 1:30 p.m. Public Hearing-Proposed County Surplus Property

AGENDA MEMORANDUM

THROUGH:	Randall Olney P.E., Public Works Director
SUBJECT:	Board Direction - Inventory List Appropriate for use as Affordable Housing.
AGENDA DATE:	November 30, 2021

BRIEF OVERVIEW:

Pursuant to Florida Statute, Section 125.379, at least every three (3) years, each county is to prepare an inventory list of all real property to which the County holds fee simple title that is appropriate for use as affordable housing. In the past, properties were placed on an Inventory List and either transferred to qualified home builders or proceeds of the sales were earmarked for the local housing trust fund. We are approaching the next three-year cycle.

Recently the Board directed those proceeds from the sale of County owned, surplus lands be earmarked for the new animal shelter. Staff respectfully requests Board discussion on the following procedures for the sale of surplus real property and preparation of the Inventory List Appropriate for use as Affordable Housing.

After categorizing surplus real property by residential, commercial & other, Land Section will:

1. Earmark funds from the sale of commercial and other large tracks of land to the animal shelter unless purchased with designated or restricted revenues*.
2. Earmark funds from the sale of smaller residential properties to the local housing trust fund unless purchased with designated or restricted revenues*.
3. At the appropriate time, prepare the 2022 Inventory List Appropriate for use as Affordable Housing with the remaining five residential properties previously earmarked for Affordable Housing and no new properties added.

*Designated revenue sources are those proceeds that are restricted or committed to expenditures for specified purposes (i.e., grants, enterprise funds, gas taxes, impact fees).

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

Attachment: 2c Supporting Docs (20374 : 1:30 p.m. Public Hearing-Proposed County Surplus Property Inventory List - Affordable Housing)

RECOMMENDED ACTION:

Approve and Authorize Staff to:

1. Dispose of County Owned surplus real property once it has been categorized as residential, commercial & other and it has been determined whether the properties were purchased with designated or restricted revenues. Designated revenue sources are those proceeds that are restricted or committed to expenditures for specified purposes (i.e., grants, enterprise funds, gas taxes, impact fees). Land Section will determine which category “other” falls under.

2. Earmark funds from the sale of commercial and other large tracks of land to the animal shelter unless purchased with designated or restricted revenues.

3. Earmark funds from the sale of smaller residential properties to the local housing trust fund unless purchased with designated or restricted revenues.

4. At the appropriate time, prepare the 2022 Inventory List Appropriate for use as Affordable Housing with the remaining five residential properties previously earmarked for Affordable Housing and no new properties added.

Attachment: 2c Supporting Docs (20374 : 1:30 p.m. Public Hearing-Proposed County Surplus Property Inventory List - Affordable Housing)

AGENDA MEMORANDUM

FROM:	Michael Sherman, AICP Growth Management Director
SUBJECT:	1:45 PM Public Hearing - Flood Plain Management Ordinance Amendment
AGENDA DATE:	**June 14, 2022**

BRIEF OVERVIEW:

Citrus County participates in the National Flood Insurance Program-Community Rating System with a community rating of Class 5; which affords our citizens a 25% reduction in their flood insurance premiums. In 2020 the NFIP Community Rating System established certain minimum prerequisites for communities to qualify for or maintain class ratings of Class 8 or better. In addition, the Federal Emergency Management Agency released FEMA Policy #104-008-03 Floodplain Management Requirements for Agricultural Structures and Accessory Structures which also changes the flood plain requirements associated with the NFIP-CRS.

In order to satisfy the new NFIP prerequisites, FEMA policy #104-008-03, and for Citrus County to maintain our current CRS rating, it is necessary to amend Chapter 18, Article VI of the Citrus County Code of Ordinances, also known as the Citrus County Flood Plain Management Regulations.

BUDGET IMPACT/FUNDING SOURCE:

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

No Financial Impact – Enterprise Funded.

RECOMMENDED ACTION:

a. Conduct a public hearing on an Ordinance of Citrus County, Florida, amending Chapter 18, Article VI, Section 18-196 entitled "Applicability"; amending Chapter 18, Article VI, Section 18-197 entitled "Duties and Powers of the Floodplain Administrator"; amending Chapter 18, Article VI, Section 18-201 entitled "Variances and Appeals"; amending Chapter 18,Article VI, Section 18-204 entitled "Definitions"; amending Chapter 18, Article VI, Section 18-205 entitled "Buildings and Structures"; amending Chapter 18, Article VI, Section 18-208 entitled "Manufactured Homes"; deleting Chapter 18, Article VI, Section 18-212 entitled "Amendments to the Florida Building Code"; 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, authorize the Chairman to execute the ordinance.

Carl L. Jones

From: Kristabel Moore <Kristabel.Moore@em.myflorida.com>
Sent: Monday, February 28, 2022 9:58 AM
To: Carl.Jones@citrusbocc.com
Cc: Rebecca C. Quinn
Subject: [EXTERNAL]Citrus County - floodplain management regulations
Attachments: Citrus County_CO_Chpt 18_ Art VI_Flood_RCQ.docx

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

Good morning,

The FEMA CRS Contractor (ISO/Verisk) advises that the cycle visit with the County will be conducted this year. The CRS established a prerequisite that must be satisfied for communities to obtain or retain a Class 8 or better. Citrus County currently is CRS Class 5. The requirement is for all residential structures to be elevated to at least BFE plus one foot. The Florida Building Code satisfies this for buildings within its scope. The County's floodplain management regulations include requirements for manufactured homes, which must be amended if the County intends to retain its CRS classification. It is our understanding that the amendments must either be adopted before the cycle visit is conducted or the County must be actively working with us to prepare and adopt the amendments. Below is a list of the guidance available on the State Floodplain Management webpage. The manufactured homes guidance (highlighted) explains the prerequisite.

Please see the attached draft ordinance, which also includes language to allow certain accessory structures to be wet floodproofed (guidance highlighted). Please let me know when we can schedule a call to go over the draft.

The FDEM State Floodplain Management Office posts guidance on several matters of interest. Visit https://www.floridadisaster.org/dem/mitigation/floodplain/community-resources/ and look under "Guidance, Ordinance Amendments, FBC Amendments, and Sample Forms" for the following:

- Professional Land Surveyors and Mappers Authorized to Certify Elevation Data
- Swimming Pools, Spas and Similar Water Features in SFHAs
- Attached Garage or Enclosure Floor/Slabs and Flood Openings
- Letter of Final Determination and How the SFMO Helps Communities Respond
- Use of Preliminary FIRMs
- Market Value: Amending the Definition to Use Actual Cash Value as Primary Method
- Accessory Structures (FEMA policy for wet floodproofing)
- Agricultural Structures (FEMA policy for wet floodproofing)
- Manufactured homes: Remove 36-inch (CRS Class 8 prereq); Not permitted in SFHA/community; Not permitted in floodway, V, CAZ
- FBC and ordinance amendments for several common higher standards
- Sample Forms: SI/SD Notice; Zone V Design Certificate; Non-Conversion Agreement; Agreement to Submit EC

At that same link, look under "Florida Building Code Resources" for the following:

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- Excerpts of the flood provisions of the 7th Ed. FBC
- FEMA's "Highlights of ASCE 24"
- BASF Fact Sheets on flood and CCCL
- References for the 6th and 5th editions

Also look for:

- Quick Guide for Floodplain Management (and other community guidance)
- Post-Disaster Tool Kit

Respectfully,
Kristabel

Kristabel Moore, CFM
Deputy State Floodplain Manager
State Floodplain Management Office
Florida Division of Emergency Management – 350B
Office: (850) 815-4434
Cell: (850) 766-4707

Under Florida law, correspondence with the Florida Division of Emergency Management concerning agency business that is neither confidential nor exempt pursuant to Florida Statutes is a public record and will be made available to the public upon request.

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ORDINANCE NO. 2022 ____

AN ORDINANCE OF CITRUS COUNTY, FLORIDA, AMENDING CHAPTER 18, ARTICLE VI, SECTION 18-196 ENTITLED "APPLICABILITY"; AMENDING CHAPTER 18, ARTICLE VI, SECTION 18-197 ENTITLED "DUTIES AND POWERS OF THE FLOODPLAIN ADMINISTRATOR"; AMENDING CHAPTER 18, ARTICLE VI, SECTION 18-201 ENTITLED "VARIANCES AND APPEALS"; AMENDING CHAPTER 18, ARTICLE VI, SECTION 18-204 ENTITLED "DEFINITIONS"; AMENDING CHAPTER 18, ARTICLE VI, SECTION 18-205 ENTITLED "BUILDINGS AND STRUCTURES"; AMENDING CHAPTER 18, ARTICLE VI, SECTION 18-208 ENTITLED "MANUFACTURED HOMES"; DELETING CHAPTER 18, ARTICLE VI, SECTION 18-212 ENTITLED "AMENDMENTS TO THE FLORIDA BUILDING CODE"; 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; and

WHEREAS, Citrus County participates in the National Flood Insurance Program and participates in the NFIP's Community Rating System, a voluntary incentive program that recognizes and encourages community floodplain management activities that exceed the minimum program requirements and achieved a CRS rating of Class 5, making citizens who purchase NFIP flood insurance policies eligible for premium discounts; and

WHEREAS, in 2020 the NFIP Community Rating System established certain minimum prerequisites for communities to qualify for or maintain class ratings of Class 8 or better; and

WHEREAS, to satisfy the prerequisite and for Citrus County to maintain the current CRS rating, all manufactured homes installed or replaced in special flood hazard areas must be elevated to or above at least the base flood elevation plus one (1) foot, which necessitates modification of the existing requirements; and

WHEREAS, the Federal Emergency Management Agency released FEMA Policy #104-008-03 Floodplain Management Requirements for Agricultural Structures and Accessory Structures; and

WHEREAS, the Board has determined that it is appropriate to adopt regulations that are consistent with the FEMA Policy to allow issuance of permits for non-elevated wet floodproofed accessory structures that are not larger than the sizes specified in the FEMA Policy; and

WHEREAS, the Board has determined that it is in the best interest of the public to amend the floodplain management regulations to better protect manufactured homes and to continue participating in the Community Rating System at the Current class rating;

NOW THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Citrus County, Florida:

Attachment: Floodplain Ordinance Final (20193 : 1:45 PM Public Hearing - Flood Plain Management Ordinance Amendment)

Section I. Incorporation of Recitals. The above recitals are true and correct and are hereby incorporated by reference.

Section 2. **Amending of Chapter 18, Article VI, Section 18-196 Entitled "Applicability".** Chapter 18, Article VI, Section 18-196(c) Citrus County Code of Ordinances is hereby amended as follows:

Sec. 18-196. Applicability.

(c) *Basis for establishing flood hazard areas*. The flood insurance study for Citrus County, Florida unincorporated areas dated January 15, 2021 and all subsequent amendments and revisions, and the accompanying flood insurance rate maps (FIRM), and all subsequent amendments and revisions to such maps, are adopted by reference as a part of this article and shall serve as the minimum basis for establishing flood hazard areas. Studies and maps that establish flood hazard areas are on file at the offices of the Citrus County Building Division, 3600 W. Sovereign Path, Lecanto, FL 34461.

Section 3. Amending Chapter 18, Article VI, Section18-197 Entitled "Duties and Powers of the Floodplain Administrator". Chapter 18, Article VI, Section 18-197(d)(3) Citrus County Code of Ordinances is hereby amended as follows:

Sec. 18-197. Duties and Powers of the Floodplain Administrator.

(d)(3) Determine and document whether the proposed work constitutes substantial improvement or repair of substantial damage; the determination of which requires evaluation of previous permits issued for improvements and repairs as specified in the definition of "substantial improvements".; and

Section 4. Amending Chapter 18, Article VI, Section 18-201 Entitled "Variances and Appeals". Chapter 18, Article VI, Section 18-201(e) Citrus County Code of Ordinances is hereby amended as follows:

Sec. 18-201. Variances and Appeals.

(e) *Historic buildings*. A variance is authorized to be issued for the repair, improvement, or rehabilitation of a historic building that is determined eligible for the exception to the flood resistant construction requirements of the Florida Building Code, Existing Building, Chapter 12 Historic Buildings, upon a determination that the proposed repair, improvement, or rehabilitation will not preclude the building's continued designation as a historic building and the variance is the minimum necessary to preserve the historic character and design of the building. If the proposed work precludes the building's continued designation as a historic building, a variance shall not be granted and the building and any repair, improvement, and rehabilitation shall be subject to the requirements of the Florida Building Code.

Section 5. Amending Chapter 18, Article VI, Section 18-204 Entitled "Definitions". Chapter 18, Article VI, Section 18-204 Citrus County Code of Ordinances is hereby amended as follows:

Sec. 18-204. Definitions.

Accessory structure means a structure on the same parcel of property as a principal structure, the use of which is limited to parking and storage incidental to the use of the principal structure.

Alteration of a watercourse means a dam, impoundment, channel relocation, change in channel alignment, channelization, or change in cross-sectional area of the channel or the channel capacity, or any other form of modification which may alter,

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impede, retard or change the direction and/or velocity of the riverine flow of water during conditions of the base flood.

Appeal means a request for a review of the floodplain administrator's interpretation of any provision of this article or a request for a variance.

ASCE 24 means a standard titled flood resistant design and construction that is referenced by the Florida Building Code. ASCE 24 is developed and published by the American Society of Civil Engineers, Reston, VA.

Base flood means a flood having a one-percent chance of being equaled or exceeded in any given year. [Also defined in FBC, B, Section 1612.2.] The base flood is commonly referred to as the "100-year flood" or the "1-percent-annual chance flood."

Base flood elevation means the elevation of the base flood, including wave height, relative to the National Geodetic Vertical Datum (NGVD), North American Vertical Datum (NAVD) or other datum specified on the flood insurance rate map (FIRM). [Also defined in FBC, B, Section 1612.2.]

Basement means the portion of a building having its floor subgrade (below ground level) on all sides. [Also defined in FBC, B, Section 1612.2.]

Coastal construction control line means the line established by the State of Florida pursuant to F.S. § 161.053, and recorded in the official records of the community, which defines that portion of the beach-dune system subject to severe fluctuations based on a 100-year storm surge, storm waves or other predictable weather conditions.

Coastal high hazard area means a special flood hazard area extending from offshore to the inland limit of a primary frontal dune along an open coast and any other area subject to high velocity wave action from storms or seismic sources. Coastal high hazard areas are also referred to as "high hazard areas subject to high velocity wave action" or "V Zones" and are designated on flood insurance rate maps (FIRM) as Zone V1-V30, VE, or V. [Note: The FBC, B defines and uses the term "flood hazard areas subject to high velocity wave action" and the FBC, R uses the term "coastal high hazard areas."]

Design flood means the flood associated with the greater of the following two areas: [Also defined in FBC, B, Section 1612.2.]

(1) Area with a floodplain subject to a one-percent or greater chance of flooding in any year; or

(2) Area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

Design flood elevation means the elevation of the "design flood," including wave height, relative to the datum specified on the community's legally designated flood hazard map. In areas designated as Zone AO, the design flood elevation shall be the elevation of the highest existing grade of the building's perimeter plus the depth number (in feet) specified on the flood hazard map. In areas designated as Zone AO where the depth number is not specified on the map, the depth number shall be taken as being equal to two feet. [Also defined in FBC, B, Section 1612.2.]

Development means any manmade change to improved or unimproved real estate, including but not limited to, buildings or other structures, tanks, temporary structures, temporary or permanent storage of equipment or materials, mining, dredging,

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filling, grading, paving, excavations, drilling operations or any other land disturbing activities.

Encroachment means the placement of fill, excavation, buildings, permanent structures or other development into a flood hazard area which may impede or alter the flow capacity of riverine flood hazard areas.

Existing building and existing structure means any buildings and structures for which the "start of construction" commenced before August 15th, 1984. [Also defined in FBC, B, Section 1612.2.]

Federal Emergency Management Agency (FEMA) means the federal agency that, in addition to carrying out other functions, administers the National Flood Insurance Program.

Flood or flooding means a general and temporary condition of partial or complete inundation of normally dry land from: [Also defined in FBC, B, Section 1612.2.]

(1) The overflow of inland or tidal waters.

(2) The unusual and rapid accumulation or runoff of surface waters from any source.

Flood damage-resistant materials means any construction material capable of withstanding direct and prolonged contact with floodwaters without sustaining any damage that requires more than cosmetic repair. [Also defined in FBC, B, Section 1612.2.]

Flood hazard area means the greater of the following two areas: [Also defined in FBC, B, Section 1612.2.]

(1) The area within a floodplain subject to a one-percent or greater chance of flooding in any year.

(2) The area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

Flood insurance rate map (FIRM) means the official map of the community on which the Federal Emergency Management Agency has delineated both special flood hazard areas and the risk premium zones applicable to the community. [Also defined in FBC, B, Section 1612.2.]

Flood insurance study (FIS) means the official report provided by the Federal Emergency Management Agency that contains the flood insurance rate map, the flood boundary and floodway map (if applicable), the water surface elevations of the base flood, and supporting technical data. [Also defined in FBC, B, Section 1612.2.]

Floodplain administrator means the office or position designated and charged with the administration and enforcement of this article (may be referred to as the floodplain manager).

Floodplain development permit or approval means an official document or certificate issued by the community, or other evidence of approval or concurrence, which authorizes performance of specific development activities that are located in flood hazard areas and that are determined to be compliant with this article.

Floodway means the channel of a river or other riverine watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without

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cumulatively increasing the water surface elevation more than one foot. [Also defined in FBC, B, Section 1612.2.]

Floodway encroachment analysis means an engineering analysis of the impact that a proposed encroachment into a floodway is expected to have on the floodway boundaries and base flood elevations; the evaluation shall be prepared by a qualified Florida licensed engineer using standard engineering methods and models.

Florida Building Code means the family of codes adopted by the Florida Building Commission, including: Florida Building Code, Building including appendix G; Florida Building Code, Residential; Florida Building Code, Existing Building; Florida Building Code, Mechanical; Florida Building Code, Plumbing; Florida Building Code, Fuel Gas.

Functionally dependent use means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water, including only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities; the term does not include long-term storage or related manufacturing facilities.

Highest adjacent grade means the highest natural elevation of the ground surface prior to construction next to the proposed walls or foundation of a structure.

Historic structure means any structure that is determined eligible for the exception to the flood hazard area requirements of the Florida Building Code, Existing Building, Chapter 12 Historic Buildings.

Letter of map change (LOMC) means an official determination issued by FEMA that amends or revises an effective flood insurance rate map or flood insurance study. Letters of map change include:

Letter of map amendment (LOMA) means an amendment based on technical data showing that a property was incorrectly included in a designated special flood hazard area. A LOMA amends the current effective flood insurance rate map and establishes that a specific property, portion of a property, or structure is not located in a special flood hazard area.

Letter of map revision (LOMR) means a revision based on technical data that may show changes to flood zones, flood elevations, special flood hazard area boundaries and floodway delineations, and other planimetric features.

Letter of map revision based on fill (LOMR-F) means a determination that a structure or parcel of land has been elevated by fill above the base flood elevation and is, therefore, no longer located within the special flood hazard area. In order to qualify for this determination, the fill must have been permitted and placed in accordance with the community's floodplain management regulations.

Conditional letter of map revision (CLOMR) means a formal review and comment as to whether a proposed flood protection project or other project complies with the minimum NFIP requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective flood insurance rate map or flood insurance study; upon submission and approval of certified as-built documentation, a letter of map revision may be issued by FEMA to revise the effective FIRM.

Light-duty truck means as defined in 40 C.F.R. 86.082-2, any motor vehicle rated at 8,500 pounds gross vehicular weight rating or less which has a vehicular curb weight of 6,000 pounds or less and which has a basic vehicle frontal area of 45 square feet or less, which is:

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(1) Designed primarily for purposes of transportation of property or is a derivation of such a vehicle, or

(2) Designed primarily for transportation of persons and has a capacity of more than 12 persons; or

(3) Available with special features enabling off-street or off-highway operation and use.

Lowest floor means the lowest floor of the lowest enclosed area of a building or structure, including basement, but excluding any unfinished or flood-resistant enclosure, other than a basement, usable solely for vehicle parking, building access or limited storage provided that such enclosure is not built so as to render the structure in violation of the non-elevation requirements of the Florida Building Code or ASCE 24. [Also defined in FBC, B, Section 1612.2.]

Manufactured home means a structure, transportable in one or more sections, which is eight feet or more in width and greater than 400 square feet, and which is built on a permanent, integral chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle" or "park trailer." [Also defined in 15C-1.0101, F.A.C.]

Manufactured home park or subdivision means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

Market value means the value of buildings and structures, excluding the land and other improvements on the parcel. Market value is the actual cash value (in-kind replacement cost depreciated for age, wear and tear, neglect, and quality of construction), determined by a qualified independent appraiser or tax assessment value adjusted to approximate market value by a factor provided by the property appraiser.

New construction means for the purposes of administration of this article and the flood resistant construction requirements of the Florida Building Code, structures for which the "start of construction" commenced on or after July 2nd, 1975 and includes any subsequent improvements to such structures.

Park trailer means a transportable unit which has a body width not exceeding 14 feet and which is built on a single chassis and is designed to provide seasonal or temporary living quarters when connected to utilities necessary for operation of installed fixtures and appliances. [Defined in F.S. § 320.01.]

Recreational vehicle means a vehicle, including a park trailer, which is: [See F.S. § 320.01.)

(1) Built on a single chassis;

(2) Four hundred square feet or less when measured at the largest horizontal projection;

(3) Designed to be self-propelled or permanently towable by a light-duty truck; and

(4) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Sand dunes means naturally occurring accumulations of sand in ridges or mounds landward of the beach.

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Special flood hazard area means an area in the floodplain subject to a one percent or greater chance of flooding in any given year. Special flood hazard areas are shown on FIRMs as Zone A, AO, A1-A30, AE, A99, AH, V1-V30, VE or V. [Also defined in FBC, B Section 1612.2.]

Start of construction means the date of permit issuance for new construction and substantial improvements to existing structures, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement is within 180 days of the date of the permit issuance. The actual start of construction means either the first placement of permanent construction of a building (including a manufactured home) on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns.

Permanent construction does not include land preparation (such as clearing, grading, or filling), the installation of streets or walkways, excavation for a basement, footings, piers, or foundations, the erection of temporary forms or the installation of accessory buildings such as garages or sheds not occupied as dwelling units or not part of the main buildings. For a substantial improvement, the actual "start of construction" means the first alteration of any wall, ceiling, floor or other structural part of a building, whether or not that alteration affects the external dimensions of the building. [Also defined in FBC, B Section 1612.2.]

Substantial damage means damage of any origin sustained by a building or structure whereby the cost of restoring the building or structure to its before-damaged condition would equal or exceed 50 percent of the market value of the building or structure before the damage occurred.

Substantial improvement means any repair, reconstruction, rehabilitation, addition, or other improvement of a building or structure, the cost of which equals or exceed 50 percent of the market value of the building or structure before the improvement or repair is started. If the structure has incurred "substantial damage," any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include either: [Also defined in FBC, B, Section 1612.2.]

(1) Any project for improvement of a building required to correct an existing health, sanitary, or safety code violation identified by the building official and that are the minimum necessary to assure safe living conditions.

(2) Any alteration of a historic structure provided the alteration will not preclude the structure's continued designation as a historic structure.

Variance means a grant of relief from the requirements of this article, or the flood resistant construction requirements of the Florida Building Code, which permits construction in a manner that would not otherwise be permitted by this article or the Florida Building Code.

Watercourse means a river, creek, stream, channel or other topographic feature in, on, through, or over which water flows at least periodically.

Section 6. Amending Chapter 18, Article VI, Section 18-205 Entitled "Buildings and Structures". Chapter 18, Article VI, Section 18-205 Citrus County Code of Ordinances is hereby amended to add the following:

Sec. 18-205. Buildings and structures.

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(c) *Non-elevated accessory structures*. Accessory structures are permitted below elevation required by the Florida Building Code provided the accessory structures are used only for parking or storage and:

(1) If located in special flood hazard area (Zone A/AE) other than coastal high hazard areas, are one-story and not larger than six hundred (600) square feet and have flood openings in accordance with Section R322.2 of the Florida Building Code, Residential.

(2) If located in coastal high hazard areas (Zone V/VE), are not located below elevated buildings and are not larger than one hundred (100) square feet.

(3) Are anchored to resist flotation, collapse or lateral movement resulting from flood loads.

(4) Have flood damage-resistant materials used below the base flood elevation plus one (1) foot.

(5) Have mechanical, plumbing and electrical systems, including plumbing fixtures, elevated to or above the base flood elevation plus one (1) foot.

Section 7. Amending Chapter 18, Article VI, Section 18-208 Entitled "Manufactured Homes". Chapter 18, Article VI, Section 18-208 Citrus County Code of Ordinances is hereby amended as follows:

Sec. 18-208. Manufactured homes.

(a) General. All manufactured homes installed in flood hazard areas shall be installed by an installer that is licensed pursuant to § 320.8249, F.S., and shall comply with the requirements of Chapter 15C-1, F.A.C. and the requirements of this article. If located seaward of the coastal construction control line, all manufactured homes shall comply with the more restrictive of the applicable requirements.

(b) Foundations. All new manufactured homes and replacement manufactured homes installed in flood hazard areas shall be installed on permanent, reinforced foundations that:

(1) In flood hazard areas (Zone A) other than coastal high hazard areas, are designed in accordance with the foundation requirements of the Florida Building Code, Residential Section R322.2 and this article.

(2) In coastal high hazard areas (Zone V), are designed in accordance with the foundation requirements of the Florida Building Code, Residential Section R322.3 and this article.

(c) Anchoring. All new manufactured homes and replacement manufactured homes shall be installed using methods and practices which minimize flood damage and shall be securely anchored to an adequately anchored foundation system to resist flotation, collapse or lateral movement. Methods of anchoring include, but are not limited to, use of over-the-top or frame ties to ground anchors. This anchoring requirement is in addition to applicable state and local anchoring requirements for wind resistance.

(d) Elevation. All manufactured homes that are placed, replaced, or substantially improved in flood hazard areas shall be elevated such that the bottom of the frame is at or above the elevation required, as applicable to the flood hazard area, in the Florida Building Code, Residential Section R3222.2 (Zone A) or Section R322.3 (Zone V and Coastal A Zone).

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(1)

(e) Enclosures. Enclosed areas below elevated manufactured homes shall comply with the requirements of the Florida Building Code, Residential Section R322 for such enclosed areas, as applicable to the flood hazard area.

(f) Utility equipment. Utility equipment that serves manufactured homes, including electric, heating, ventilation, plumbing, and air conditioning equipment and other service facilities, shall comply with the requirements of the Florida Building Code, Residential Section R322, as applicable to the flood hazard area.

Section 8. Deleting Chapter 18, Article VI, Section 18-212 Entitled "Amendments to the Florida Building Code". Chapter 18, Article VI, Section 18-212 Citrus County Code of Ordinances is hereby deleted.

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 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

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ORDINANCE NO. 2022 ____

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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; and

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WHEREAS, in 2020 the NFIP Community Rating System established certain minimum prerequisites for communities to qualify for or maintain class ratings of Class 8 or better; and

WHEREAS, to satisfy the prerequisite and for Citrus County to maintain the current CRS rating, all manufactured homes installed or replaced in special flood hazard areas must be elevated to or above at least the base flood elevation plus one (1) foot, which necessitates modification of the existing requirements; and

WHEREAS, the Federal Emergency Management Agency released FEMA Policy #104-008-03 Floodplain Management Requirements for Agricultural Structures and Accessory Structures; and

WHEREAS, the Board has determined that it is appropriate to adopt regulations that are consistent with the FEMA Policy to allow issuance of permits for non-elevated wet floodproofed accessory structures that are not larger than the sizes specified in the FEMA Policy; and

WHEREAS, the Board has determined that it is in the best interest of the public to amend the floodplain management regulations to better protect manufactured homes and to continue participating in the Community Rating System at the Current class rating;

NOW THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Citrus County, Florida:

Attachment: Floodplain Ordinance Redline (20193 : 1:45 PM Public Hearing - Flood Plain Management Ordinance Amendment)

Section I. Incorporation of Recitals. The above recitals are true and correct and are hereby incorporated by reference.

Section 2. **Amending of Chapter 18, Article VI, Section 18-196 Entitled "Applicability".** Chapter 18, Article VI, Section 18-196(c) Citrus County Code of Ordinances is hereby amended as follows:

Sec. 18-196. Applicability.

(c) *Basis for establishing flood hazard areas*. The flood insurance study for Citrus County, Florida unincorporated areas dated ~~February 15th, 1984~~January 15, 2021 and all subsequent amendments and revisions, and the accompanying flood insurance rate maps (FIRM), and all subsequent amendments and revisions to such maps, are adopted by reference as a part of this article and shall serve as the minimum basis for establishing flood hazard areas. Studies and maps that establish flood hazard areas are on file at the offices of the Citrus County Building Division, 3600 W. Sovereign Path, Lecanto, FL 34461.

Section 3. Amending Chapter 18, Article VI, Section18-197 Entitled "Duties and Powers of the Floodplain Administrator". Chapter 18, Article VI, Section 18-197(d)(3) Citrus County Code of Ordinances is hereby amended as follows:

Sec. 18-197. Duties and Powers of the Floodplain Administrator.

(d)(3) Determine and document whether the proposed work constitutes substantial improvement or repair of substantial damage; the determination of which requires evaluation of previous permits issued for improvements and repairs as specified in the definition of "substantial improvements". ~~For proposed work to repair damage caused by flooding, the determination requires evaluation of previous permits issued to repair flood-related damage as specified in the definition of "substantial damage"~~; and

Section 4. Amending Chapter 18, Article VI, Section 18-201 Entitled "Variances and Appeals". Chapter 18, Article VI, Section 18-201(e) Citrus County Code of Ordinances is hereby amended as follows:

Sec. 18-201. Variances and Appeals.

(e) *Historic buildings*. A variance is authorized to be issued for the repair, improvement, or rehabilitation of a historic building that is determined eligible for the exception to the flood resistant construction requirements of the Florida Building Code, Existing Building, Chapter ~~11~~ 12 Historic Buildings, upon a determination that the proposed repair, improvement, or rehabilitation will not preclude the building's continued designation as a historic building and the variance is the minimum necessary to preserve the historic character and design of the building. If the proposed work precludes the building's continued designation as a historic building, a variance shall not be granted and the building and any repair, improvement, and rehabilitation shall be subject to the requirements of the Florida Building Code.

Section 5. Amending Chapter 18, Article VI, Section 18-204 Entitled "Definitions". Chapter 18, Article VI, Section 18-204 Citrus County Code of Ordinances is hereby amended as follows:

Sec. 18-204. Definitions.

Accessory structure means a structure on the same parcel of property as a principal structure, the use of which is limited to parking and storage incidental to the use of the principal structure.

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Alteration of a watercourse means a dam, impoundment, channel relocation, change in channel alignment, channelization, or change in cross-sectional area of the channel or the channel capacity, or any other form of modification which may alter, impede, retard or change the direction and/or velocity of the riverine flow of water during conditions of the base flood.

Appeal means a request for a review of the floodplain administrator's interpretation of any provision of this article or a request for a variance.

ASCE 24 means a standard titled flood resistant design and construction that is referenced by the Florida Building Code. ASCE 24 is developed and published by the American Society of Civil Engineers, Reston, VA.

Base flood means a flood having a one-percent chance of being equaled or exceeded in any given year. [Also defined in FBC, B, Section 1612.2.] The base flood is commonly referred to as the "100-year flood" or the "1-percent-annual chance flood."

Base flood elevation means the elevation of the base flood, including wave height, relative to the National Geodetic Vertical Datum (NGVD), North American Vertical Datum (NAVD) or other datum specified on the flood insurance rate map (FIRM). [Also defined in FBC, B, Section 1612.2.]

Basement means the portion of a building having its floor subgrade (below ground level) on all sides. [Also defined in FBC, B, Section 1612.2.]

Coastal construction control line means the line established by the State of Florida pursuant to F.S. § 161.053, and recorded in the official records of the community, which defines that portion of the beach-dune system subject to severe fluctuations based on a 100-year storm surge, storm waves or other predictable weather conditions.

Coastal high hazard area means a special flood hazard area extending from offshore to the inland limit of a primary frontal dune along an open coast and any other area subject to high velocity wave action from storms or seismic sources. Coastal high hazard areas are also referred to as "high hazard areas subject to high velocity wave action" or "V Zones" and are designated on flood insurance rate maps (FIRM) as Zone V1-V30, VE, or V. [Note: The FBC, B defines and uses the term "flood hazard areas subject to high velocity wave action" and the FBC, R uses the term "coastal high hazard areas."]

Design flood means the flood associated with the greater of the following two areas: [Also defined in FBC, B, Section 1612.2.]

(1) Area with a floodplain subject to a one-percent or greater chance of flooding in any year; or

(2) Area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

Design flood elevation means the elevation of the "design flood," including wave height, relative to the datum specified on the community's legally designated flood hazard map. In areas designated as Zone AO, the design flood elevation shall be the elevation of the highest existing grade of the building's perimeter plus the depth number (in feet) specified on the flood hazard map. In areas designated as Zone AO where the depth number is not specified on the map, the depth number shall be taken as being equal to two feet. [Also defined in FBC, B, Section 1612.2.]

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Development means any manmade change to improved or unimproved real estate, including but not limited to, buildings or other structures, tanks, temporary structures, temporary or permanent storage of equipment or materials, mining, dredging, filling, grading, paving, excavations, drilling operations or any other land disturbing activities.

Encroachment means the placement of fill, excavation, buildings, permanent structures or other development into a flood hazard area which may impede or alter the flow capacity of riverine flood hazard areas.

Existing building and existing structure means any buildings and structures for which the "start of construction" commenced before August 15th, 1984. [Also defined in FBC, B, Section 1612.2.]

~~*Existing manufactured home park or subdivision* means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before August 15th, 1984.~~

~~*Expansion to an existing manufactured home park or subdivision* means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).~~

Federal Emergency Management Agency (FEMA) means the federal agency that, in addition to carrying out other functions, administers the National Flood Insurance Program.

Flood or flooding means a general and temporary condition of partial or complete inundation of normally dry land from: [Also defined in FBC, B, Section 1612.2.]

(1) The overflow of inland or tidal waters.

(2) The unusual and rapid accumulation or runoff of surface waters from any source.

Flood damage-resistant materials means any construction material capable of withstanding direct and prolonged contact with floodwaters without sustaining any damage that requires more than cosmetic repair. [Also defined in FBC, B, Section 1612.2.]

Flood hazard area means the greater of the following two areas: [Also defined in FBC, B, Section 1612.2.]

(1) The area within a floodplain subject to a one-percent or greater chance of flooding in any year.

(2) The area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

Flood insurance rate map (FIRM) means the official map of the community on which the Federal Emergency Management Agency has delineated both special flood hazard areas and the risk premium zones applicable to the community. [Also defined in FBC, B, Section 1612.2.]

Flood insurance study (FIS) means the official report provided by the Federal Emergency Management Agency that contains the flood insurance rate map, the flood

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boundary and floodway map (if applicable), the water surface elevations of the base flood, and supporting technical data. [Also defined in FBC, B, Section 1612.2.]

Floodplain administrator means the office or position designated and charged with the administration and enforcement of this article (may be referred to as the floodplain manager).

Floodplain development permit or approval means an official document or certificate issued by the community, or other evidence of approval or concurrence, which authorizes performance of specific development activities that are located in flood hazard areas and that are determined to be compliant with this article.

Floodway means the channel of a river or other riverine watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot. [Also defined in FBC, B, Section 1612.2.]

Floodway encroachment analysis means an engineering analysis of the impact that a proposed encroachment into a floodway is expected to have on the floodway boundaries and base flood elevations; the evaluation shall be prepared by a qualified Florida licensed engineer using standard engineering methods and models.

Florida Building Code means the family of codes adopted by the Florida Building Commission, including: Florida Building Code, Building including appendix G; Florida Building Code, Residential; Florida Building Code, Existing Building; Florida Building Code, Mechanical; Florida Building Code, Plumbing; Florida Building Code, Fuel Gas.

Functionally dependent use means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water, including only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities; the term does not include long-term storage or related manufacturing facilities.

Highest adjacent grade means the highest natural elevation of the ground surface prior to construction next to the proposed walls or foundation of a structure.

Historic structure means any structure that is determined eligible for the exception to the flood hazard area requirements of the Florida Building Code, Existing Building, Chapter ~~11~~ 12 Historic Buildings.

Letter of map change (LOMC) means an official determination issued by FEMA that amends or revises an effective flood insurance rate map or flood insurance study. Letters of map change include:

Letter of map amendment (LOMA) means an amendment based on technical data showing that a property was incorrectly included in a designated special flood hazard area. A LOMA amends the current effective flood insurance rate map and establishes that a specific property, portion of a property, or structure is not located in a special flood hazard area.

Letter of map revision (LOMR) means a revision based on technical data that may show changes to flood zones, flood elevations, special flood hazard area boundaries and floodway delineations, and other planimetric features.

Letter of map revision based on fill (LOMR-F) means a determination that a structure or parcel of land has been elevated by fill above the base flood elevation and is, therefore, no longer located within the special flood hazard area. In order to qualify for this

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determination, the fill must have been permitted and placed in accordance with the community's floodplain management regulations.

Conditional letter of map revision (CLOMR) means a formal review and comment as to whether a proposed flood protection project or other project complies with the minimum NFIP requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective flood insurance rate map or flood insurance study; upon submission and approval of certified as-built documentation, a letter of map revision may be issued by FEMA to revise the effective FIRM.

Light-duty truck means as defined in 40 C.F.R. 86.082-2, any motor vehicle rated at 8,500 pounds gross vehicular weight rating or less which has a vehicular curb weight of 6,000 pounds or less and which has a basic vehicle frontal area of 45 square feet or less, which is:

(1) Designed primarily for purposes of transportation of property or is a derivation of such a vehicle, or

(2) Designed primarily for transportation of persons and has a capacity of more than 12 persons; or

(3) Available with special features enabling off-street or off-highway operation and use.

Lowest floor means the lowest floor of the lowest enclosed area of a building or structure, including basement, but excluding any unfinished or flood-resistant enclosure, other than a basement, usable solely for vehicle parking, building access or limited storage provided that such enclosure is not built so as to render the structure in violation of the non-elevation requirements of the Florida Building Code or ASCE 24. [Also defined in FBC, B, Section 1612.2.]

Manufactured home means a structure, transportable in one or more sections, which is eight feet or more in width and greater than 400 square feet, and which is built on a permanent, integral chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle" or "park trailer." [Also defined in 15C-1.0101, F.A.C.]

Manufactured home park or subdivision means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

Market value means the ~~price at which a property will change hands between a willing buyer and a willing seller, neither party being under compulsion to buy or sell and both having reasonable knowledge of relevant facts. As used in this article, the term refers to the market~~ value of buildings and structures, excluding the land and other improvements on the parcel. Market value ~~may be established by a qualified independent appraiser,~~is the actual cash value (in-kind replacement cost depreciated for age, wear and tear, neglect, and quality of construction), determined by a qualified independent appraiser or tax assessment value adjusted to approximate market value by a factor provided by the property appraiser.

New construction means for the purposes of administration of this article and the flood resistant construction requirements of the Florida Building Code, structures for which the "start of construction" commenced on or after July 2nd, 1975 and includes any subsequent improvements to such structures.

~~*New manufactured home park or subdivision* means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the~~

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~~manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after July 2nd, 1975.~~

Park trailer means a transportable unit which has a body width not exceeding 14 feet and which is built on a single chassis and is designed to provide seasonal or temporary living quarters when connected to utilities necessary for operation of installed fixtures and appliances. [Defined in F.S. § 320.01.]

Recreational vehicle means a vehicle, including a park trailer, which is: [See F.S. § 320.01.)

(1) Built on a single chassis;

(2) Four hundred square feet or less when measured at the largest horizontal projection;

(3) Designed to be self-propelled or permanently towable by a light-duty truck; and

(4) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Sand dunes means naturally occurring accumulations of sand in ridges or mounds landward of the beach.

Special flood hazard area means an area in the floodplain subject to a one percent or greater chance of flooding in any given year. Special flood hazard areas are shown on FIRMs as Zone A, AO, A1-A30, AE, A99, AH, V1-V30, VE or V. [Also defined in FBC, B Section 1612.2.]

Start of construction means the date of permit issuance for new construction and substantial improvements to existing structures, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement is within 180 days of the date of the permit issuance. The actual start of construction means either the first placement of permanent construction of a building (including a manufactured home) on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns.

Permanent construction does not include land preparation (such as clearing, grading, or filling), the installation of streets or walkways, excavation for a basement, footings, piers, or foundations, the erection of temporary forms or the installation of accessory buildings such as garages or sheds not occupied as dwelling units or not part of the main buildings. For a substantial improvement, the actual "start of construction" means the first alteration of any wall, ceiling, floor or other structural part of a building, whether or not that alteration affects the external dimensions of the building. [Also defined in FBC, B Section 1612.2.]

Substantial damage means damage of any origin sustained by a building or structure whereby the cost of restoring the building or structure to its before-damaged condition would equal or exceed 50 percent of the market value of the building or structure before the damage occurred.

Substantial improvement means any repair, reconstruction, rehabilitation, addition, or other improvement of a building or structure, the cost of which equals or exceed 50 percent of the market value of the building or structure before the improvement or repair is started. If the structure has incurred "substantial damage," any repairs are considered

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substantial improvement regardless of the actual repair work performed. The term does not, however, include either: [Also defined in FBC, B, Section 1612.2.]

(1) Any project for improvement of a building required to correct an existing health, sanitary, or safety code violation identified by the building official and that are the minimum necessary to assure safe living conditions.

(2) Any alteration of a historic structure provided the alteration will not preclude the structure's continued designation as a historic structure.

Variance means a grant of relief from the requirements of this article, or the flood resistant construction requirements of the Florida Building Code, which permits construction in a manner that would not otherwise be permitted by this article or the Florida Building Code.

Watercourse means a river, creek, stream, channel or other topographic feature in, on, through, or over which water flows at least periodically.

Section 6. Amending Chapter 18, Article VI, Section 18-205 Entitled "Buildings and Structures". Chapter 18, Article VI, Section 18-205 Citrus County Code of Ordinances is hereby amended to add the following:

Sec. 18-205. Buildings and structures.

(c) *Non-elevated accessory structures*. Accessory structures are permitted below elevation required by the Florida Building Code provided the accessory structures are used only for parking or storage and:

(1) If located in special flood hazard area (Zone A/AE) other than coastal high hazard areas, are one-story and not larger than six hundred (600) square feet and have flood openings in accordance with Section R322.2 of the Florida Building Code, Residential.

(2) If located in coastal high hazard areas (Zone V/VE), are not located below elevated buildings and are not larger than one hundred (100) square feet.

(3) Are anchored to resist flotation, collapse or lateral movement resulting from flood loads.

(4) Have flood damage-resistant materials used below the base flood elevation plus one (1) foot.

(5) Have mechanical, plumbing and electrical systems, including plumbing fixtures, elevated to or above the base flood elevation plus one (1) foot.

Section 7. Amending Chapter 18, Article VI, Section 18-208 Entitled "Manufactured Homes". Chapter 18, Article VI, Section 18-208 Citrus County Code of Ordinances is hereby amended as follows:

Sec. 18-208. Manufactured homes.

(a) General. All manufactured homes installed in flood hazard areas shall be installed by an installer that is licensed pursuant to § 320.8249, F.S., and shall comply with the requirements of Chapter 15C-1, F.A.C. and the requirements of this article. If located seaward of the coastal construction control line, all manufactured homes shall comply with the more restrictive of the applicable requirements.

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(b) Foundations. All new manufactured homes and replacement manufactured homes installed in flood hazard areas shall be installed on permanent, reinforced foundations that:

(1) In flood hazard areas (Zone A) other than coastal high hazard areas, are designed in accordance with the foundation requirements of the Florida Building Code, Residential Section R322.2 and this article.

(2) In coastal high hazard areas (Zone V), are designed in accordance with the foundation requirements of the Florida Building Code, Residential Section R322.3 and this article.

(c) Anchoring. All new manufactured homes and replacement manufactured homes shall be installed using methods and practices which minimize flood damage and shall be securely anchored to an adequately anchored foundation system to resist flotation, collapse or lateral movement. Methods of anchoring include, but are not limited to, use of over-the-top or frame ties to ground anchors. This anchoring requirement is in addition to applicable state and local anchoring requirements for wind resistance.

(d) Elevation. ~~Manufactured homes that are placed, replaced, or substantially improved shall comply with subsection 18-208(e) or 18-208(f) of this article, as applicable.~~All manufactured homes that are placed, replaced, or substantially improved in flood hazard areas shall be elevated such that the bottom of the frame is at or above the elevation required, as applicable to the flood hazard area, in the Florida Building Code, Residential Section R3222.2 (Zone A) or Section R322.3 (Zone V and Coastal A Zone).

~~(e) General elevation requirement. Unless subject to the requirements of subsection 18-208(f) of this article, all manufactured homes that are placed, replaced, or substantially improved on sites located: (i) outside of a manufactured home park or subdivision; (ii) in a new manufactured home park or subdivision; (iii) in an expansion to an existing manufactured home park or subdivision; or (iv) in an existing manufactured home park or subdivision upon which a manufactured home has incurred "substantial damage" as the result of a flood, shall be elevated such that the bottom of the frame is at or above the elevation required, as applicable to the flood hazard area, in the Florida Building Code, Residential Section R322.2 (Zone A) or Section R322.3 (Zone V).~~

~~(f) Elevation requirement for certain existing manufactured home parks and subdivisions. Manufactured homes that are not subject to subsection 18-208(e) of this article, including manufactured homes that are placed, replaced, or substantially improved on sites located in an existing manufactured home park or subdivision, unless on a site where substantial damage as result of flooding has occurred, shall be elevated such that either the:~~

~~(1) Bottom of the frame of the manufactured home is at or above the elevation required, as applicable to the flood hazard area, in the Florida Building Code, Residential Section R322.2 (Zone A) or Section R322.3 (Zone V); or~~

~~(2)~~(1) ~~Bottom of the frame is supported by reinforced piers or other foundation elements of at least equivalent strength that are not less than 36 inches in height above grade.~~

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~~(g)~~(e) Enclosures. Enclosed areas below elevated manufactured homes shall comply with the requirements of the Florida Building Code, Residential Section R322 for such enclosed areas, as applicable to the flood hazard area.

~~(h)~~(f) Utility equipment. Utility equipment that serves manufactured homes, including electric, heating, ventilation, plumbing, and air conditioning equipment and other service facilities, shall comply with the requirements of the Florida Building Code, Residential Section R322, as applicable to the flood hazard area.

Section 8. Deleting Chapter 18, Article VI, Section 18-212 Entitled "Amendments to the Florida Building Code". Chapter 18, Article VI, Section 18-212 Citrus County Code of Ordinances is hereby deleted.

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 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: Floodplain Ordinance Redline (20193 : 1:45 PM Public Hearing - Flood Plain Management Ordinance Amendment)

AGENDA MEMORANDUM

FROM:	Scott Carnahan, Commissioner
SUBJECT:	1:50 pm Presentation CORE - Citrus One-Stop Recovery and Economic Business Center
AGENDA DATE:	**June 14, 2022**

BRIEF OVERVIEW:

Presentation, as requested by the BOCC, from CORE/Chamber

BUDGET IMPACT/FUNDING SOURCE:

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

RECOMMENDED ACTION:

Presentation from the CORE - Citrus One-Stop Recovery and Economic Business Center.

CARES Act Update: Presentation to BOCC re CORE Business Center – 06/22

Good Afternoon Chairman and Commissioners. Thank you for this opportunity to provide an update on the CORE Business Center which was created to benefit small business in Citrus County.

As we approach our 1-year anniversary, I am pleased to update you that there has been quite a bit of activity.

Among these have been: mobile office hours by Sen. Rubio's staff that was attended by a full schedule of constituents and will continue to be at CORE every other month. Also, Coffee with Commissioner Schlabach, which gave businesses and the community the opportunity to meet with her. She has expressed interest in scheduling additional constituent meetings in the future. This is something that is available to all of you. Also, there have been CORE committee meetings, SCORE mentoring meetings, and of course, one-on-one sessions with small businesses.

We have built community relationships with some of our financial institutions, insurance companies and real estate agents that are willing to speak with CORE clients to guide them or mentor them with any questions or assistance they may need. That list is continually growing.

Here are some quotes from business owners that came in to take advantage of the services we offer.

Chad Young of Manatee Snow Cones and Smoothies, "I am thankful to the CORE center for the help and guidance. Starting a new venture in a new state is a very challenging undertaking. Without the good people at CORE, it would have taken a bit longer to get through the process."

Attachment: CARES Update to BOCC (20463 : 1:50 pm Presentation CORE - Citrus One-Stop Recovery and Economic Business Center)

"I want to say thank you to Dawn for reaching out to me to let me know about the Core. I was in desperate need of office space. When Dawn told me about the Core, I went to visit and saw it was perfect for what I needed. I just bought a Court Reporting business and I needed a place to do depositions. The price was way below what I had expected to pay. This was a win win for me". Denise Potts

"Core was extremely helpful and encouraging as we laid out our plans for our new business. They listened and then offered suggestions, ideas, and support for, Canine Jubilee, our mobile dog and cat grooming and dog training business. Our beginning success was partly due to meeting with Core and them helping to set the course of our new business." Edward and Milinda May

CORE has also been host to many different entities looking for small meeting space such as Citrus County Boys and Girls Club, Leadership Citrus, CARES Board and Inverness Area Council just to name a few.

At this time, we also have 2 businesses that are using the Incubator space and 3 businesses that are using the center for their mailing addresses.

Dr. Phillip Geist with the Small Business Development Center has office hours the 2nd Monday of every month to meet with clients that are looking for possible services that SBDC offers.

Robert Ross, CPA has office ours the 1st Friday of every month from 9:00am-Noon for any of our clients needing accountant assistance.

We have begun the Computer Consulting program and so far, there have been 8 sessions assisting new businesses with website design and social media and more that are scheduled for their sessions. All that have been involved have reported

back that they were very pleased with the results. The participation in this program has far exceeded our expectations.

Core has also added to their website a CORE Job Board that has free listings for all businesses that are hiring.

At this time, I would like to request that the Board consider moving forward with allocating the funding for the CORE Business Center for the next 12 months. I think that you will agree that investing in CORE is a great investment for Citrus County.

Thank you again for having me and I will be happy to take any questions.

Attachment: CARES Update to BOCC (20463 : 1:50 pm Presentation CORE - Citrus One-Stop Recovery and Economic Business Center)

Attachment: CORE - June BOCC Update (20463 : 1:50 pm Presentation CORE - Citrus One-Stop Recovery

CORE Citrus One-Stop Recovery & Economic BUSINESS CENTER

where local business grows

CORE is a collaborative partnership paradigm to provide local small and medium sized businesse with resources and no-cost services they can use and build upon to maximize success.

CORE Citrus One-Stop Recovery & Economic
BUSINESS CENTER
where local business grows

HOSTED EVENTS/ MEETING SPACE

- **SCORE Mentoring**
- **Senator Rubio Mobile Office Hours**
- **Coffee with a Commissioner**
- **One on one business meetings**

Attachment: CORE - June BOCC Update (20463 : 1:50 pm Presentation CORE - Citrus One-Stop Recovery

CORE Citrus One-Stop Recovery & Economic
BUSINESS CENTER
where local business grows

SECURED COMMUNITY RELATIONSHIPS

- Capital City Bank
- Drummond Community Bank
- Brannen Banks
- The Citrus County Tax Collector
- Mike Bays State Farm
- Lassiter Ware
- Withlacoochee Technical College
- Re/Max Realty One

Attachment: CORE - June BOCC Update (20463 : 1:50 pm Presentation CORE - Citrus One-Stop Recovery

1-ON-1 BUSINESS MEETINGS

- Carla Hinote - Sharing Closet's
- Milinda May - May-Day Mobile Dog/Cat Grooming
- Dave Kopke - TBD
- Otto Lecuona - Premier K-9
- Dawn Lucio - Inspirational Fire
- Tom Faherty - Mariana's The Stinky Rose
- Heather Cogar - The Discovery Room, LLC
- Susan Shipp - Drunken Pirate Tours
- Dakota Riddle - TBD
- Nicole Neal - Serene Bean Espresso
- Matthew Dulaney - Floor Icing
- Sean Dunn - Sean Dunn Trim and Doors
- Tory Smith - The Hot PUFF Truck
- Yvette Tipsword- KT Sunshine Services
- Renae Barton - Bizzy Beez, LLC
- Shawn Hassen - Reflections in Wood, LLC
- Jonathan Shay - Shay Floral
- Chad Young and Ruth Martin - Manatee Snowcones and Smoothies
- Rhonda Shiver - Pawliday Inn
- Tammie Shramek - Tammie Shramek Cleaning and Painting
- Regan Elson - Twisted Moon Boutique
- Bethany White - Inner Stellar Athletics
- William Mattingly - Model Canine
- Summer Farnsworth - Breezie Cleaning
- Mike Wright - Just Wright LLC
- Toney Klines - A & T Security Systems
- Tina Gartelman - Final Finish
- Regina Leal - TBD
- Crystal Adams - A Cracker Canvass
- William Ruiz - Elite Pressure Washing
- Adam Boyer - Warm Eagle, LLC
- Dan Mathena - Chuck's Gun Shop
- Colton Forbus - C & R Water Pump and Property Maintenance
- Melvenia Houston - Houston's Beauty Supply
- Waqar Qadeer Mian - Medycal Research, Inc
- Tammy Kilburn - Tammy Sue's Adventures
- George Schmalstig - Dirt Therapy
- Patricia Dukeman - Firefly Cybersecurity Consultants, LLC
- Kim McMahon - The Homeoffice, LLC
- Ken Dumovich - Firehouse Outdoor Lighting
- Cindi Reinhardt - Creative Stitching Boutique
- Glenda Tavarez - Isabela Restaurant
- Curt Fritzeen - Callicarpa Hair Designs
- Susyn Stecchi - Susyn Stecchi Enterprises
- Marta Alvarez - Septic Company
- Huero Reigo - Restaurant
- Mike Landis - TBD
- Lena Lux - Food Truck
- Cody Wright - TBD
- Douglas Knight - Coastal Plumbing and Mechanical, Inc
- Janice Martin - Senior Liaison of Central Florida
- Jody Whitworth - The Closet Diva
- Brittany Flowers - TBD
- Robert Jaranek - TBD
- Bambi Bala - TBD
- Dwight Bill - Spirits Row
- John Lacondrata - TBD
- Darin Hayden - Storage Facility
- Sue Wasserman - Empowered Firepower
- Martin Pfeifer - Marty's Mobile Marine Service ,LLC
- Brandon Brunk - Brunk Farms, LLC

CORE Citrus One-Stop Recovery & Economic
BUSINESS CENTER
where local business grows

MANATEE SNOW CONES

"I AM THANKFUL TO THE CORE CENTER FOR THE HELP AND GUIDANCE. STARTING A NEW VENTURE IN A NEW STATE IS A VERY CHALLENGING UNDERTAKING. WITHOUT THE GOOD PEOPLE AT CORE, IT WOULD HAVE TAKEN A BIT LONGER TO GET THROUGH THE PROCESS." – CHAD YOUNG

CORE Citrus One-Stop Recovery & Economic BUSINESS CENTER

where local business grows

Attachment: CORE - June BOCC Update (20463 : 1:50 pm Presentation CORE - Citrus One-Stop Recovery

Attachment: CORE - June BOCC Update (20463 : 1:50 pm Presentation CORE - Citrus One-Stop Recovery

CORE Citrus One-Stop Recovery & Economic
BUSINESS CENTER
where local business grows

"I WANT TO SAY THANK YOU TO DAWN FOR REACHING OUT TO ME TO LET ME KNOW ABOUT THE CORE. I WAS IN DESPERATE NEED OF OFFICE SPACE. WHEN DAWN TOLD ME ABOUT THE CORE, I WENT TO VISIT AND SAW IT WAS PERFECT FOR WHAT I NEEDED. I JUST BOUGHT A COURT REPORTING BUSINESS, AND I NEEDED A PLACE TO DO DEPOSITIONS. THE PRICE WAS WAY BELOW WHAT I HAD EXPECTED TO PAY. THIS WAS A WIN WIN FOR ME".

- DENISE POTTS

"CORE WAS EXTREMELY HELPFUL AND ENCOURAGING AS WE LAID OUT OUR PLANS FOR OUR NEW BUSINESS. THEY LISTENED AND THEN OFFERED SUGGESTIONS, IDEAS, AND SUPPORT FOR, CANINE JUBILEE, OUR MOBILE DOG AND CAT GROOMING AND DOG TRAINING BUSINESS. OUR BEGINNING SUCCESS WAS PARTLY DUE TO MEETING WITH CORE AND THEM HELPING TO SET THE COURSE OF OUR NEW BUSINESS."
- EDWARD AND MILINDA MAY

CORE Citrus One-Stop Recovery & Economic
BUSINESS CENTER
where local business grows

COMMUNITY MEETING SPACE/ MENTORING

- Boys & Girls Club Board Meeting
- Young Professionals Meeting
- CARES Committee Meeting
- Leadership Citrus
- Inverness Area Council Meetings
- Incubator Business Space
- SBDC Office Hours
- CPA Mentoring – Monthly
- Computer Consulting

Attachment: CORE - June BOCC Update (20463 : 1:50 pm Presentation CORE - Citrus One-Stop Recovery

Attachment: CORE - June BOCC Update (20463 : 1:50 pm Presentation CORE - Citrus One-Stop Recovery

CORE Citrus One-Stop Recovery & Economic
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Concierge To Your Business

Serving the Businesses of Citrus County Florida

HOME ABOUT RESOURCES GET HELP CORE Job Board NEWS & EVENTS

CONTACT US

Accent Insurance Group

Insurance Agent

Provide insurance products to individuals and groups based on your obtained state License.

Work the time and days you want to work.

Example: Health Insurance, Medicare Options, Life Insurance, Dental Insurance plus more...

Contact: Theodore Sobolewski, tsobo1@yahoo.com, 352-228-1777

This opportunity is for those tired of working for others and wanting to build their own business.

Our team will help to support those who truly want to build their own business. Commission only.

CORE Citrus One-Stop Recovery & Economic BUSINESS CENTER

where local business grows

CORE is a collaborative partnership paradigm to provide local small and medium sized businesse with resources and no-cost services they can use and build upon to maximize success.

Citrus County, Florida, Established 1887

Citrus
Economic Development Authority for Citrus County
A Natural Place to Grow.

Citrus County
Chamber of Commerce

City of Crystal River, Home of the Manatee

City of Inverness

SCORE
For the life of your business
Nature Coast, FL

Attachment: CORE - June BOCC Update (20463 : 1:50 pm Presentation CORE - Citrus One-Stop Recovery

AGENDA MEMORANDUM

FROM:	Jeff Kinnard D.C., Commissioner
SUBJECT:	Authorize Chairman to Sign Letter to Florida Park Service
AGENDA DATE:	**June 14, 2022**

BRIEF OVERVIEW:

I have received and email expressing concern about the maintenance of the trails surrounding Tillis Hill, Holder Mine/ Holder Mine Hunt Camp, Mutual Mine, the Caves, Stage Pond, Trail 9 (Old Railroad) and 5-Mile Pond.

Responsibility for maintenance of these trails resides with the Florida Forest Service. Consequently, I am requesting that the Chairman be authorized to sign a letter to the Center Manager for the Florida Forest Service in Brooksville to address these concerns.

BUDGET IMPACT/FUNDING SOURCE:

RECOMMENDED ACTION:

Authorize the Chairman to sign letter to the Center Manager for the Florida Forest Service in Brooksville requesting that issues relating to trail maintenance be addressed.

Board of County Commissioners
Executive Office

110 N. Apopka Ave., New Courthouse, Inverness, Florida 34450
(352) 341-6560 • Toll Free From Citrus Springs/Dunnellon • (352) 489-2120
Fax (352) 341-6584 • Website: www.bocc.citrus.fl.us

Our Vision
"We are a user-friendly and common sense organization dedicated to responsive citizen services."

June 14, 2022

Mr. Keith Mousell
Center Manager
Florida Forest Service
15185 N. Broad Street
Brooksville, Florida 34601

Dear Mr. Mousell,

The trails surrounding Tillis Hill, Holder Mine/Holder Mine Hunt Camp, Mutual Mine, The Caves, Stage Pond, Trail 9 (Old Railroad), and 5-Mile Pond to name a few (5-Mile is home to an endangered species of gopher frog tadpoles which thrive in this area), (Trails 13, 15, 20, 22, 11, 6, 10, 16, 11b, 8, etc.) are not well maintained. We would call on the Florida Fish and Wildlife to address these concerns through the installation of physical barriers, enhanced maintenance and increase security.

Tillis Hill is an Equestrian Campground where people come to relax and ride the trails with their horses. Unfortunately, they are frequently unable to do so safely due to the significant numbers of jeep groups, trucks, ATVs, dirt bikes and, other unauthorized vehicles riding these trails illegally. These groups are causing deeps ruts in the sand/clay, for example, Trails 19 & 8 are virtually unusable.

We understand that Trail 13 which is the main trail into Tillis Hill is almost undrivable and has not been graded in over six (6) months. The potholes range between 2 feet deep to about 5 feet wide. We hear that Friday and Saturday nights are unbearable. There are constantly people out doing donuts at the bottom of Tillis Hill, racing up and down Trails 20, 13, and 10, having large parties until early hours of the morning.

We have a citizen who can provide a video of what is heard on these nights in Tillis Hill and photos of 5-Mile Pond which is only accessible by horse trail. As well as Trails 15 and 20 intersections to show the damage being done to our forest. She also has photos from a recent accident that occurred on Trial 13 south of Trail 18a, in which the driver had to be airlifted due to the severity of his injuries. It was said the driver was going upwards of 70 miles an hour. If there is an emergency or someone gets lost on the trails, the response time is significantly increased due to the condition of the trails. There have been several occasions in which emergency vehicles have gotten stuck or been unable to pass on certain trails.

Attachment: Trails (20473 : Authorize Chairman to Sign Letter to Florida Park Service)

Ronald E. Kitchen Jr., Chairman, Commissioner, District 2; Ruthie Davis Schlabach, 1st Vice Chairwoman, Commissioner, District 3; Holly L. Davis, 2nd Vice Chairwoman, Commissioner, District 5; Jeff Kinnard, D.C., Commissioner, District 1; Scott Carnahan, Commissioner, District 4

We would hate to see the state lose control of this valuable resource. We would appreciate your office taking the necessary steps to preserve this asset and natural beauty. This, in our opinion, can be achieved through physical barriers (i.e., bollards), increased maintenance, and enhanced law enforcement.

Thank you for your prompt attention to this important matter for our citizens.

Sincerely,

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

Attachment: Trails (20473 : Authorize Chairman to Sign Letter to Florida Park Service)

AGENDA MEMORANDUM

FROM:	Ronald E. Kitchen Jr., Commissioner
SUBJECT:	Letter to Appoint Jeffery (JJ) Grow to the TBRPC
AGENDA DATE:	**June 14, 2022**

BRIEF OVERVIEW:

Letter of Support for Jeffrey (JJ) Grow to the Tampa Bay Regional Planning Council.

BUDGET IMPACT/FUNDING SOURCE:

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

RECOMMENDED ACTION:

Approve and authorize the Chairman to sign a letter of support of nominating Jeffrey (JJ) Grow to the Tampa Bay Regional Planning Council.

Jeffery (JJ) Grow

2227 East Hampshire Street | Inverness, FL 34453 | (352) 201-9690 | Growlandllc@icloud.com

SEASONED EXECUTIVE & ENTREPRENEUR

SUMMARY

Accomplished Chief Executive Officer (CEO) and Chairman with over 28 years of progressive leadership in privately held and publicly traded companies. Proven leader, entrepreneur and team builder with strong communication and interpersonal skills.

SKILLS

- Leadership
- Critical Thinking
- Project Management
- Investor Relations
- Entrepreneurial Start Up's
- Board of Director relations
- Strategic planning
- Budgeting and financial management
- Cross-functional team leadership
- Operational efficiencies

PROFESSIONAL EXPERIENCE

Paine Schwartz Partners — **2021- Present**
Operating Director

Riley Farms Solar — **2019 – Present**
Co-Founder/Manager

Verdesian Life Sciences — **2016 – Present**
Chairman of the Board

Verdesian Life Sciences — **2012 – 2016**
Co-Founder /CEO

Purfresh — **2011 – 2012**
COO

Nufarm Americas — **2008 – 2011**
EVP Sales

Gro-Pro /Etigra LLC — **2003 – 2008**
Founder/CEO

United Agri-Products — **1999 - 2003**
Florida Business Manger

Novartis Crop Protection — **1998 - 1999**
Marketing Manager Southern Row Crops

American Cyanamid — **1996-1998**
Herbicide Marketing Manager

Merck Agvet — **1992-1996**
Sales, Product/marketing Manager

Attachment: Jeffery Grow 12-10-2021 Updated CV (20436 : Letter to Appoint Jeffery (JJ) Grow to the TBRPC)

EDUCATION & PROFESSIONAL BUSINESS COURSES

- University of Florida, BS, Food and Resource Economics 1992
- Warton Business School-Finance for Mangers 1994
- Northwestern Kellogg Business & Marketing Seminar 1995

BOARDS (PAST/ * PRESENT)

- Florida Future Farmers of America Foundation Board
- Florida Future Farmers State Alumni Board
- University of Florida Advisory Board IFAS/ Agricultural Education
- Crop Life America Board
- Verdesian Life Sciences (Chairman)
- *National Wild Turkey Federation Foundation Board (Vice Chair)
- *University of Florida Foundation Board
- *Yudu Social (Vice Chair)

ADDITIONAL INFORMATION

- State FFA Officer
- Honorary FFA American Farmer Degree
- University of Florida Distinguished Alumnus
- University of Florida Bull Gator
- Father of Hailegh, Hannah, Hillary and Hadley
- Enjoy-Hunting, fishing, working out, hiking, snow skiing, being outdoors

Attachment: Jeffery Grow 12-10-2021 Updated CV (20436 : Letter to Appoint Jeffery (JJ) Grow to the TBRPC)

Board of County Commissioners
Executive Office

110 N. Apopka Ave., New Courthouse, Inverness, Florida 34450
(352) 341-6560 • Toll Free From Citrus Springs/Dunnellon • (352) 489-2120
Fax (352) 341-6584 • Website: www.bocc.citrus.fl.us

Our Vision
"We are a user-friendly and common sense organization dedicated to responsive citizen services."

June 14, 2022

The Honorable Governor Ron DeSantis
Governor's Appointments Office
The Capitol Building
Lower Level, Suite LL-10
Tallahassee, FL 32399-0001

REF: Recommendation to Appoint Jeffery (JJ) Grow to the Tampa Bay Regional Planning Commission

Governor Ron DeSantis,

The Citrus County Board of County Commissioners recommends Jeffery (JJ) Grow to the appointment of the Tampa Bay Regional Planning Commission.

Mr. Grow has a Bachelor of Science Degree from the University of Florida and attended the Warton Business School and Northwestern's Kellogg School of Management. He has over 28 years of experience with leadership positions in privately and publicly held companies as a proven leader and team builder with strong communication and interpersonal skills.

Jeffery (JJ) Grow is well respected in the Community, Region, and State where his service and commitment to the Florida, the Region and Citrus County is unwavering.

Sincerely,

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

xc: Board of County Commissioners
Mr. Jeffrey (JJ) Grow

Attachment: Commissioner Letter recommendation JJ Grow (20436 : Letter to Appoint Jeffery (JJ) Grow to the TBRPC)

AGENDA MEMORANDUM

FROM:	Denise A. Dymond Lyn, County Attorney
SUBJECT:	Attorney/Client Session - Roesch v. DT Terra Vista, LLC and Citrus County
AGENDA DATE:	**June 14, 2022**

BRIEF OVERVIEW:

Pursuant to Section 286.011(8), Florida Statutes, Citrus County's counsel is requesting the Board schedule and advertise a meeting in private to discuss pending litigation in the case styled Kenneth M. Roesch and Anita M. Roesch v. DT Terra Vista, LLC and Citrus County (Case No: 2019 CA 773). The participants at this meeting will be only those permitted by law:

Commissioner Ronald E. Kitchen Jr.
Commissioner Ruthie Davis Schlabach
Commissioner Holly L. Davis
Commissioner Jeff Kinnard D.C.
Commissioner Scott Carnahan
Charles R. Oliver, County Administrator
Dale A. Scott, Attorney, Roper, P.A.
Denise A. Dymond Lyn, County Attorney
Beth Bunn or Shannon Massingill from Joy Hayes Court Reporting

BUDGET IMPACT/FUNDING SOURCE:

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

RECOMMENDED ACTION:

Approval to set an Attorney/Client Session on June 27, 2022 at 8:30 AM in the matter styled Kenneth M. Roesch and Anita M. Roesch v. DT Terra Vista, LLC and Citrus County (Case No: 2019 CA 773).

AGENDA MEMORANDUM

FROM:	Michael Sherman, AICP Growth Management Director
SUBJECT:	5:01 CPA/AA/PUD-22-07 Chuck Pigeon for CR 486, LLC
AGENDA DATE:	**June 14, 2022**

BRIEF OVERVIEW:

This is an application to change the Future Land Use designation on approximately 5.1 acres from MDR, Medium Density Residential District, and PSO, Professional Services/Office District to GNC, General Commercial District; and to change the LDC Atlas designation from MDR/PUD, Medium Density Residential District with a Planned Unit Development for multifamily or assisted living facility uses (CPA/AA/PDO-12-26), and PSO/PUD, Professional Services Office District with a Planned Unit Development for PSO allowable uses (CPA/AA/PDO-12-26) to GNC/PUD, General Commercial District with a Planned Unit Development for a rehabilitation hospital.

BUDGET IMPACT/FUNDING SOURCE:

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

Applicant responsibility

RECOMMENDED ACTION:

a. Conduct a public hearing on June 14, 2022, at 5:01 pm to review and discuss application CPA/AA/PUD-22-07, Chuck Pigeon for CR 486, LLC.

b. If approved, adopt, and authorize the Chairman and Clerk to execute the ordinances for CPA/AA/PUD-22-07, Chuck Pigeon for CR 486, LLC.

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 5.1 ACRES FROM THE MEDIUM DENSITY RESIDENTIAL DISTRICT WITH A PLANNED UNIT DEVELOPMENT AND THE PROFESSIONAL SERVICES/OFFICE DISTRICT WITH A PLANNED UNIT DEVELOPMENT TO THE GENERAL COMMERCIAL DISTRICT WITH A PLANNED UNIT DEVELOPMENT FOR A REHABILITATION HOSPITAL; 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-22-07 Chuck Pigeon for CR 486, LLC

   Re-designation of approximately 5.1 acres from the Medium Density Residential District with a Planned Unit Development (MDR/PUD) and the Professional Services/Office District with a Planned Unit Development (PSO/PUD) to the General Commercial District (GNC) with a Planned Unit Development (PUD) for a rehabilitation hospital, modifying the Land Use Atlas Map and existing PUD CPA/AA/PDO-12-26 as presented in CPA/AA/PUD-22-07 and as further described in Exhibit "A", legal description, Exhibit "B", master plan, and Exhibit "C", conditions, attached hereto and incorporated herein by reference.

2. The Atlas of the Land Development Code of Citrus County, Florida is hereby amended to reflect the changes described in Sections 1 of this Ordinance.

3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Attachment: AA ORDINANCE (20380 : 5:01 CPA/AA/PUD-22-07 Chuck Pigeon for CR 486, 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., CHAIRMAN

APPROVED AS TO FORM FOR THE RELIANCE OF CITRUS COUNTY ONLY

_____
DENISE A. DYMOND LYN,
COUNTY ATTORNEY

Attachment: AA ORDINANCE (20380 : 5:01 CPA/AA/PUD-22-07 Chuck Pigeon for CR 486, LLC)

EXHIBIT A

CPA/AA/PUD-22-07

LEGAL DESCRIPTION

FROM MDR/PUD AND PSO/PUD TO GNC/PUD:

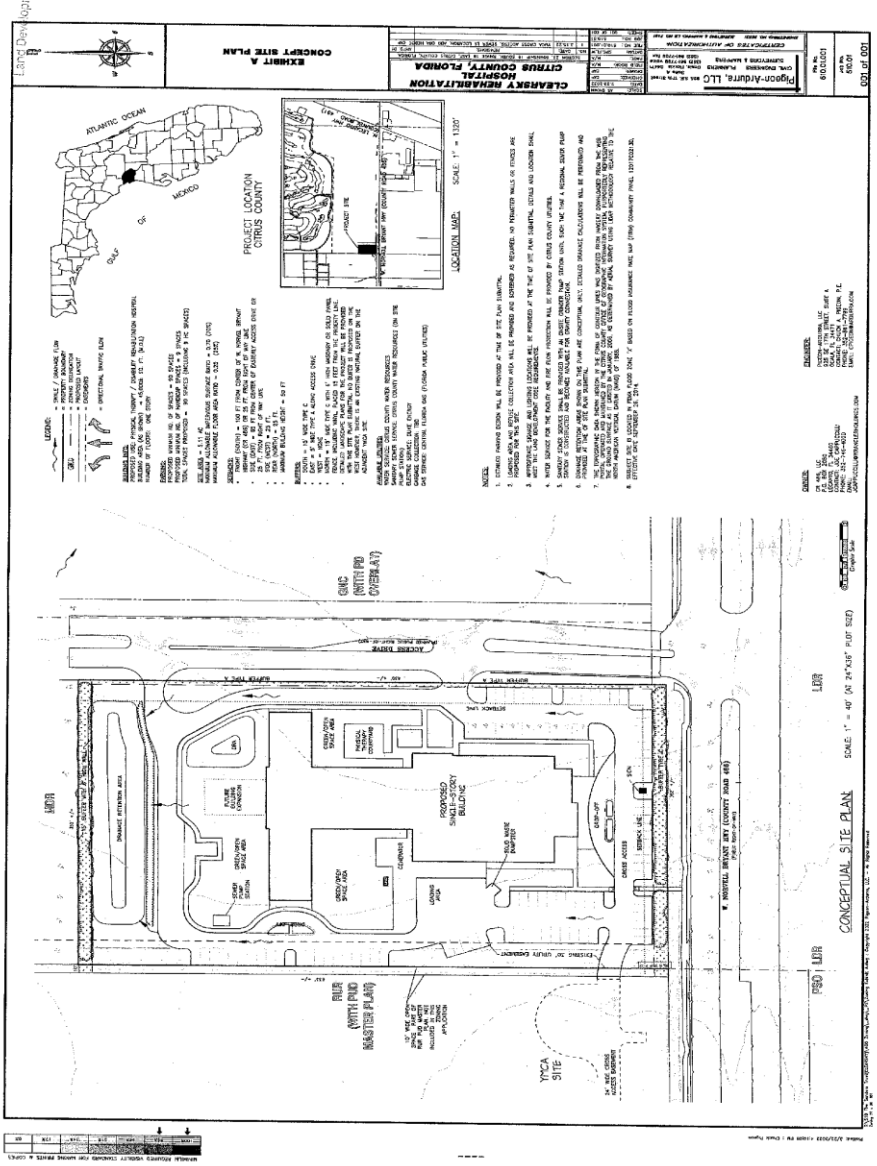
Section 21, Township 18 South, Range 18 East, more specifically, a portion of Parcel 10000 (Alternate Key Number 3469733), which address is 3499 W. Norvell Bryant Highway, Lecanto, Florida more particularly described as follows

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 21, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA; THENCE RUN N.00°22'25"W. ALONG THE WEST BOUNDARY OF THE S.W. 1/4 OF SAID SECTION 21, 100.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF COUNTY ROAD 486 (W. NORVELL BRYANT HIGHWAY) (WIDTH VARIES) AND THE NORTH BOUNDARY OF PARCEL 400 AS PER RIGHT OF WAY TAKING RECORDED IN O.R. BOOK 2325, PAGE 1541, PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUE N.00°22'25"W. ALONG THE WEST BOUNDARY OF THE S.W. 1/4 OF SAID SECTION 21, 629.04 FEET TO A POINT ON A LINE THAT IS 629.03 FEET NORTH OF AND PARALLEL TO THE NORTH RIGHT OF WAY COUNTY ROAD 486; THEN RUN N.89°52'32"E. ALONG SAID PARALLEL LINE, 354.93 FEET; THENCE RUN S.00°07'28"E. 629.03 FEET TO THE NORTH RIGHT OF WAY COUNTY ROAD 486 AND THE NORTH BOUNDARY OF SAID RIGHT OF WAY TAKING; THENCE RUN S.89°52'32"W. ALONG SAID NORTH RIGHT OF WAY AND NORTH BOUNDARY OF SAID RIGHT OF WAY TAKING, 352.19 FEET TO THE POINT OF BEGINNING CONTAINING 5.11 ACRES MORE OR LESS.

Attachment: AA ORDINANCE (20380 : 5:01 CPA/AA/PUD-22-07 Chuck Pigeon for CR 486, LLC)

EXHIBIT B
CPA/AA/PUD-22-07
MASTER SITE PLAN

RECEIVED
CPA/AA/PUD-22-07
MAR 2 2 2022
Land Development Division



Attachment: AA ORDINANCE (20380 : 5:01 CPA/AA/PUD-22-07 Chuck Pigeon for CR 486, LLC)

EXHIBIT C
CPA/AA/PUD-22-07
CONDITIONS OF APPROVAL

1. The Planned Unit Development (PUD) shall allow for up to 48,000 SF for a rehabilitation hospital (45,000 current proposed building and 3,000 future expansion), as outlined on the Master Plan date-stamped received March 22, 2022, by the Land Development Division unless otherwise specified in these conditions. Construction shall take place in accordance with the criteria and requirements of the Citrus County Land Development Code (LDC), or as specifically outlined within these conditions or the Final Development Plan.

2. Access to the site shall be from W. Norvell Bryant Highway (CR-486) as outlined on the Master Plan and will need to meet access management standards as outlined in the LDC.

3. The site must meet the requirements of LDC Section 3740, Additional Design Standards for Large Non-Residential Projects, unless otherwise authorized by these conditions. This must be demonstrated at the time of permitting.

4. Buffers shall be provided as outlined on the Master Plan, with the option of a 15' Type D buffer (without a wall) or a 25' Type C buffer along CR-486, and no buffer/5' sodded strip between the proposed use and the existing YMCA. No Type "C" buffer is required between the drainage retention area and internal access drive(s).

5. Foundation landscaping shall be provided along at least 50% of the building frontage facing CR-486, as well as any proposed right-of-way, as outlined in the LDC.

6. At the time of permitting, the applicant will need to obtain an approved parking study as outlined in the LDC to demonstrate compliance with parking space requirements.

7. Parking lot landscaping must meet the standards outlined in LDC Section 3740, Additional Design Standards for Large Non-Residential Projects, to be demonstrated at the time of permitting, with at least 350 SF landscaped islands instead of 400 SF per 10 parking spaces.

8. The application site is not currently recognized as a parcel of record. If this is desired, a plat and/or plat exception (i.e., Minor Subdivision) will need to be obtained.

9. Where standards are not specified herein, the Citrus County Land Development Code standards (or current code standards) will apply.

10. Minor modifications to this Master Plan of Development may be approved by the Director of the Land Development Division as outlined within Section 4304 of the LDC.

Attachment: AA ORDINANCE (20380 : 5:01 CPA/AA/PUD-22-07 Chuck Pigeon for CR 486, 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 5.1 ACRES FROM THE MEDIUM DENSITY RESIDENTIAL DISTRICT AND THE PROFESSIONAL SERVICES/OFFICE DISTRICT TO THE GENERAL COMMERCIAL DISTRICT; PROVIDING FOR APPLICABILITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR MODIFICATIONS THAT MAY ARISE FROM CONSIDERATION AT PUBLIC HEARING; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Citrus County Board of County Commissioners recognize the need to plan for orderly growth and development while protecting Citrus County's abundant natural resources, and

WHEREAS, the Board of County Commissioners adopted the Citrus County Comprehensive Plan, Ordinance No. 89-04 on April 18, 1989, and subsequent amendments, and

WHEREAS, Chapter 163, Florida Statutes provide for the amendment of the Comprehensive Plan.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA AS FOLLOWS:

SECTION 1. SHORT TITLE

THIS ORDINANCE shall be known as, cited as, and referred to as the Citrus County Comprehensive Plan Amendment CPA/AA/PUD-22-07, Chuck Pigeon for CR 486 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-22-07, Chuck Pigeon for CR 486, LLC, is adopted pursuant to Chapter 163, Florida Statutes.

Attachment: CPA ORDINANCE (20380 : 5:01 CPA/AA/PUD-22-07 Chuck Pigeon for CR 486, LLC)

SECTION 3. REVISIONS AND ADDITIONS TO THE FUTURE LAND USE MAP (FLUM)

CPA/AA/PUD-22-07, Chuck Pigeon for CR 486, LLC

Re-designation from Medium Density Residential District (MDR) and Professional Services/Office District (PSO) to General Commercial District (GNC), modifying the Future Land Use Map as presented in CPA/AA/PUD-22-07 and as further described in Exhibit "A" attached hereto and incorporated herein by reference.

SECTION 4. SEVERABILITY

If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held illegal, invalid or unconstitutional by the decision of any court or regulatory body of competent jurisdiction, such decision shall not affect the validity of the remaining portions hereof. The Board of County Commissioners hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause or phrase hereof, irrespective of the fact that any one or more section, subsections, sentences, clauses, or phrases be declared illegal, invalid or unconstitutional and all ordinances and parts of ordinances in conflict with the provisions of the ordinance are hereby repealed.

SECTION 5. INCLUSION IN THE COMPREHENSIVE PLAN

It is the intention of the Board of County Commissioners of Citrus County, Florida, and it is hereby provided that the provisions of this Ordinance shall become and be made a part of the Citrus County Comprehensive Plan (Citrus County Ordinance No. 89-04). To this end, the sections of this Ordinance may be renumbered or re-lettered to accomplish such intention, and that the word "ordinance" may be changed to "section" "article" "policy" or other appropriate designation.

SECTION 6. MODIFICATIONS

It is the intention of the Board of County Commissioners that the provisions of this ordinance may be modified as a result of considerations that may arise during public hearings. Such modifications shall be incorporated into the final version of the ordinance adopted by the Board and Filed by the Clerk to the Board pursuant to Section 7.

SECTION 7. EFFECTIVE DATE

The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency.

Attachment: CPA ORDINANCE (20380 : 5:01 CPA/AA/PUD-22-07 Chuck Pigeon for CR 486, 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., CHAIRMAN

APPROVED AS TO FORM FOR THE RELIANCE OF CITRUS COUNTY ONLY

_____
DENISE A. DYMOND LYN,
COUNTY ATTORNEY

Attachment: CPA ORDINANCE (20380 : 5:01 CPA/AA/PUD-22-07 Chuck Pigeon for CR 486, LLC)

EXHIBIT A
CPA/AA/PUD-22-07
LEGAL DESCRIPTION

FROM MDR AND PSO TO GNC:

Section 21, Township 18 South, Range 18 East, more specifically, a portion of Parcel 10000 (Alternate Key Number 3469733), which address is 3499 W. Norvell Bryant Highway, Lecanto, Florida more particularly described as follows

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 21, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA; THENCE RUN N.00°22'25"W. ALONG THE WEST BOUNDARY OF THE S.W. 1/4 OF SAID SECTION 21, 100.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF COUNTY ROAD 486 (W. NORVELL BRYANT HIGHWAY) (WIDTH VARIES) AND THE NORTH BOUNDARY OF PARCEL 400 AS PER RIGHT OF WAY TAKING RECORDED IN O.R. BOOK 2325, PAGE 1541, PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUE N.00°22'25"W. ALONG THE WEST BOUNDARY OF THE S.W. 1/4 OF SAID SECTION 21, 629.04 FEET TO A POINT ON A LINE THAT IS 629.03 FEET NORTH OF AND PARALLEL TO THE NORTH RIGHT OF WAY COUNTY ROAD 486; THEN RUN N.89°52'32"E. ALONG SAID PARALLEL LINE, 354.93 FEET; THENCE RUN S.00°07'28"E. 629.03 FEET TO THE NORTH RIGHT OF WAY COUNTY ROAD 486 AND THE NORTH BOUNDARY OF SAID RIGHT OF WAY TAKING; THENCE RUN S.89°52'32"W. ALONG SAID NORTH RIGHT OF WAY AND NORTH BOUNDARY OF SAID RIGHT OF WAY TAKING, 352.19 FEET TO THE POINT OF BEGINNING CONTAINING 5.11 ACRES MORE OR LESS.

Attachment: CPA ORDINANCE (20380 : 5:01 CPA/AA/PUD-22-07 Chuck Pigeon for CR 486, LLC)

CPA/AA/PUD-22-07
For
CR 486, LLC

Physical / Disability Rehabilitation Hospital

Attachment: Applicant presentation (20380 : 5:01 CPA/AA/PUD-22-07 Chuck Pigeon for CR 486, LLC)

About the Property & Planned Use .....

Property Owner: CR 486, LLC

Property Purchaser: The Sanders Trust

Facility Implementor and Operator: ClearSky Health

About ClearSky Health .....

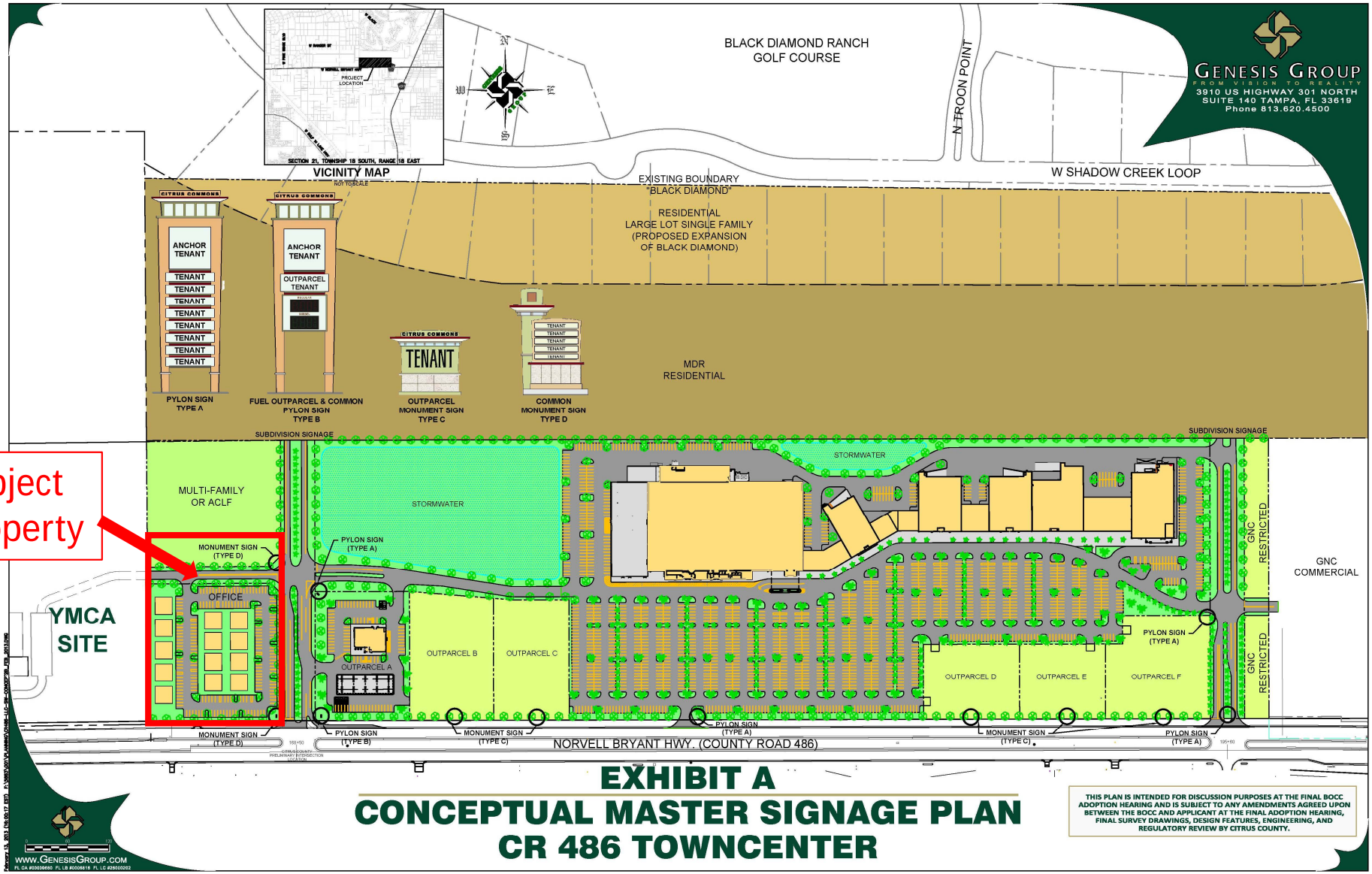
- ü Premier Physical Rehabilitation Healthcare Provider
- ü Facilities in Texas, Louisiana, New Mexico and plan in Arizona, Kansas now Lecanto, Florida.
- ü Provides Inpatient, Outpatient and Post-Discharge Care

About the Facility Operations.....

- ü Facility can treat about 650 patients annually
- ü Service provided 24/7
- ü Estimated to provide over 95 new job positions
- ü Average salary of approximately $75,000

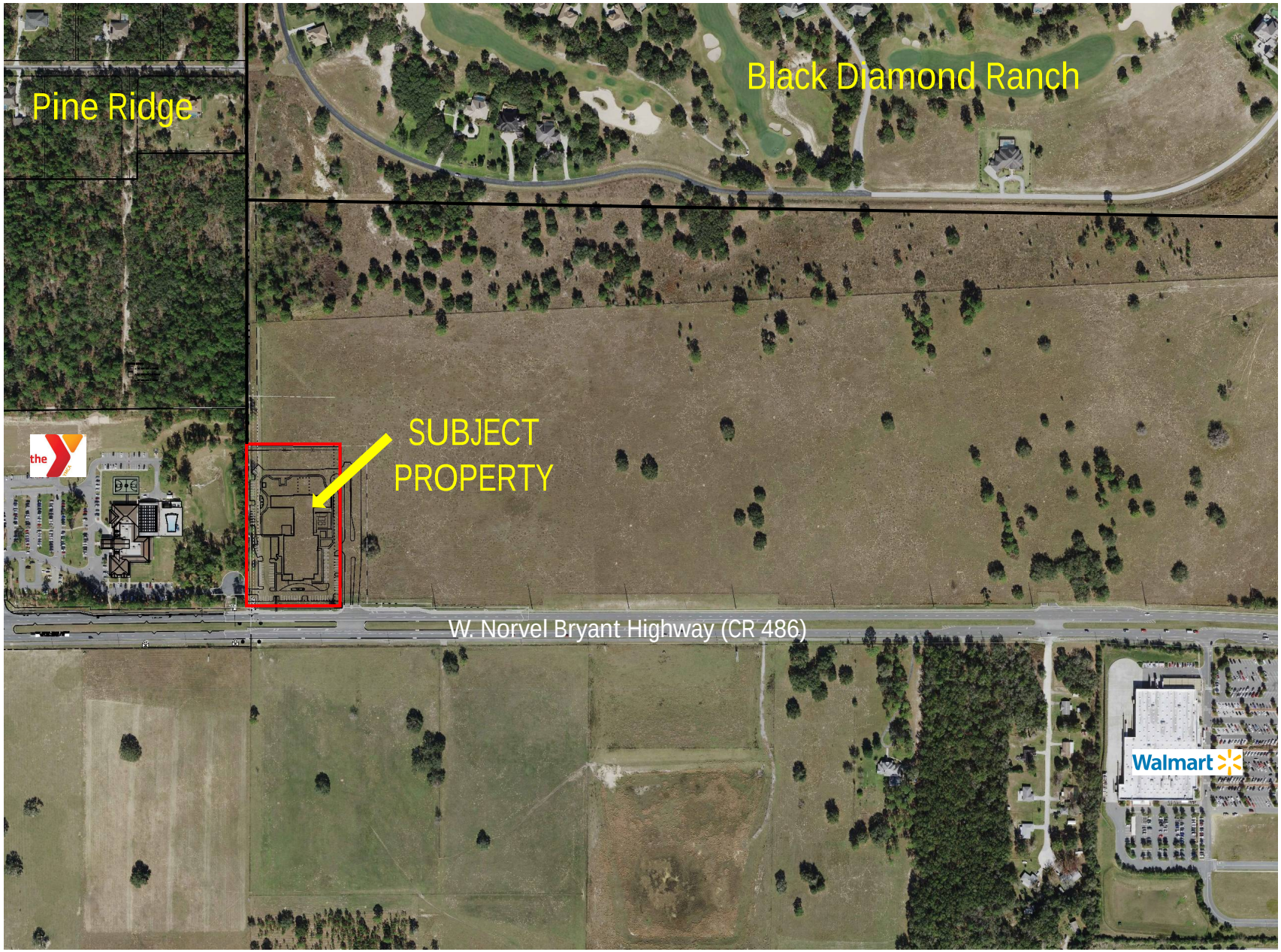
Attachment: Applicant presentation (20380 : 5:01 CPA/AA/PUD-22-07 Chuck Pigeon for CR 486, LLC)

Current PUD Overlay Plan.....



Attachment: Applicant presentation (20380 : 5:01 CPA/AA/PUD-22-07 Chuck Pigeon for CR 486, LLC)

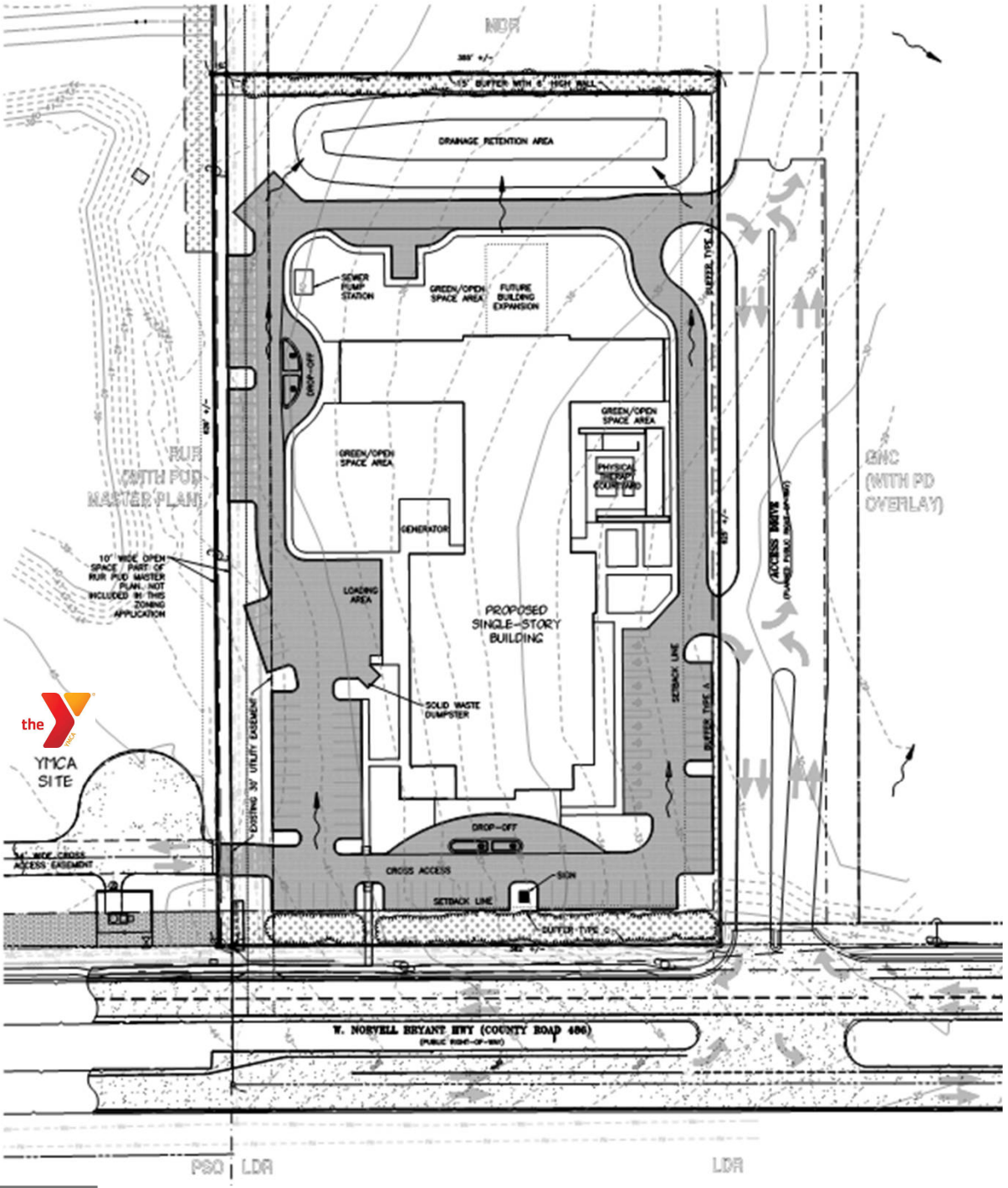
Current Property Conditions .....



Attachment: Applicant presentation (20380 : 5:01 CPA/AA/PUD-22-07 Chuck Pigeon for CR 486, LLC)

The PLANNED SITE

- 5.25 ACRE SITE (5.10 Ac. GNC with PUD Overlay, plus 0.10 Ac 10' wide Open Space land strip)
- 48,000 SF of Building
  - 45,000 sf with 30 beds
  - 3,000 sf add 10 beds
- County Water & Sewer Service
- On-site Stormwater Management
- Access Drive / CR 486 Turnout
- Florida Friendly Landscaping
  - Buffers
- Cross Access Easement



Attachment: Applicant presentation (20380 : 5:01 CPA/AA/PUD-22-07 Chuck Pigeon for CR 486, LLC)

Concept of Appearance .....

Concept of Appearance .....

Attachment: Applicant presentation (20380 : 5:01 CPA/AA/PUD-22-07 Chuck Pigeon for CR 486, LLC)

Attachment: Applicant presentation (20380 : 5:01 CPA/AA/PUD-22-07 Chuck Pigeon for CR 486, LLC)

ClearSky HEALTH

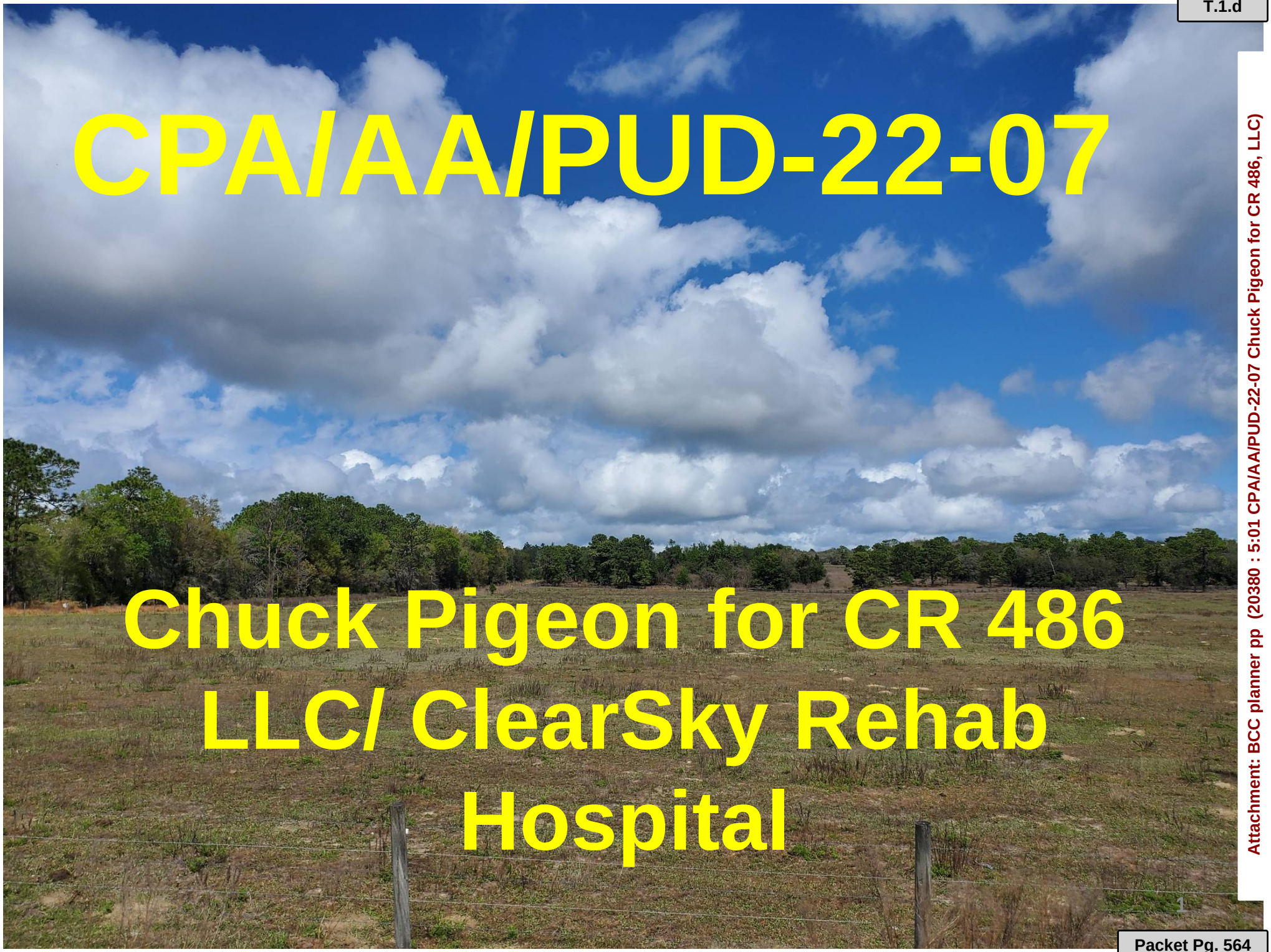
5600 Wyoming Blvd., Suite 225
Albuquerque, NM 87109

Thank You

Presented By:

Pigeon – Ardurra, LLC
Civil Engineers – planners
Surveyors & Mappers

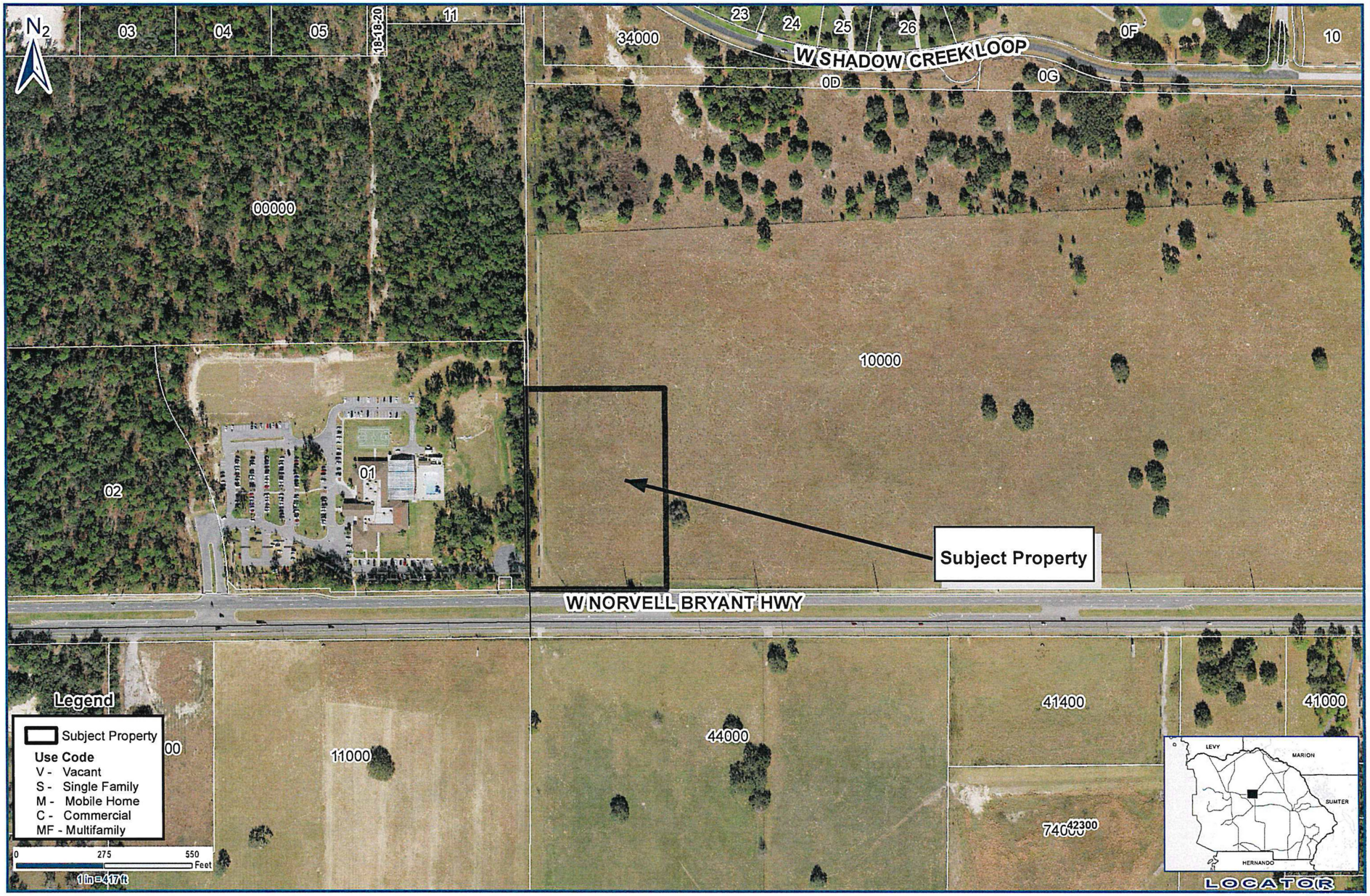
An Ardurra Group, Inc. company



CPA/AA/PUD-22-07

Chuck Pigeon for CR 486 LLC/ ClearSky Rehab Hospital

Attachment: BCC planner pp (20380 : 5:01 CPA/AA/PUD-22-07 Chuck Pigeon for CR 486, LLC)



Application #: CPA-AA-PUD-22-07	Applicant: Chuck Pigeon for CR 486 LLC
Proposal: From MDR and PSO to GNC	Location: 3499 W Norvell Bryant Highway, Lecanto
Land Use Atlas: From MDR/PUD and PSO/PUD to GNC/PUD	S-T-R - 21-18-18 S

Planner Initials: _____ Date: _____

Geographic Information Systems

Prepared By : William Braunsch
Date: March 16, 2022
Source: Enterprise Geodatabase
Map Number: WB0000767

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 the information, including but not limited to, damages or losses caused by reliance upon the accuracy or timeliness of this information and the viewing, copying, or distributing of these materials.

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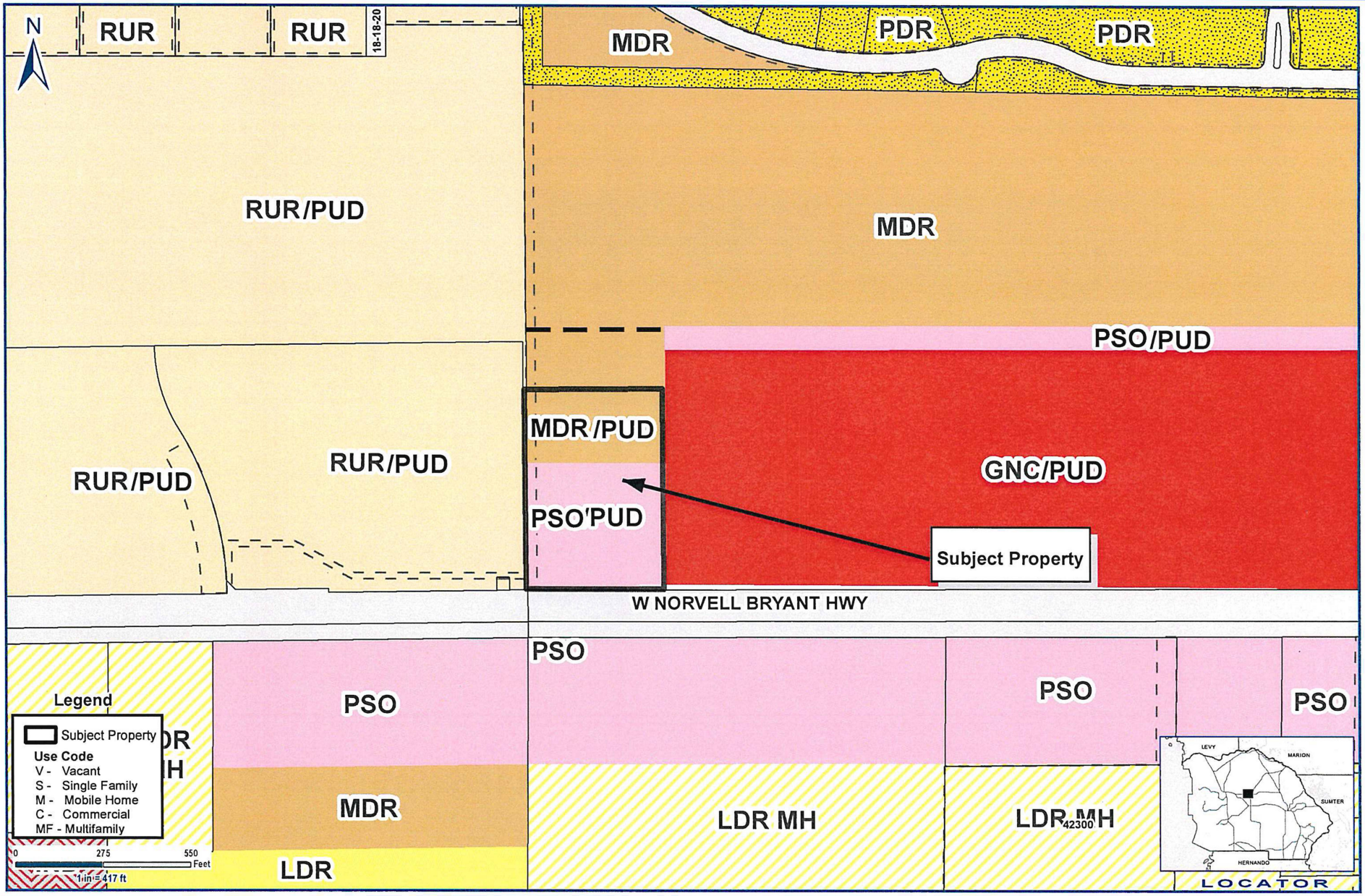
Attachment: BCC planner pp (20380 : 5:01 CPA/AA/PUD-22-07 Chuck Pigeon for CR 486, LLC)



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Planner Initials: _____ Date: _____

Geographic Information Systems

Prepared By : William Braunsch
Date: March 16, 2022
Source: Enterprise Geodatabase
Map Number: WB0000766

Cynthia P. Skelhorn, Director

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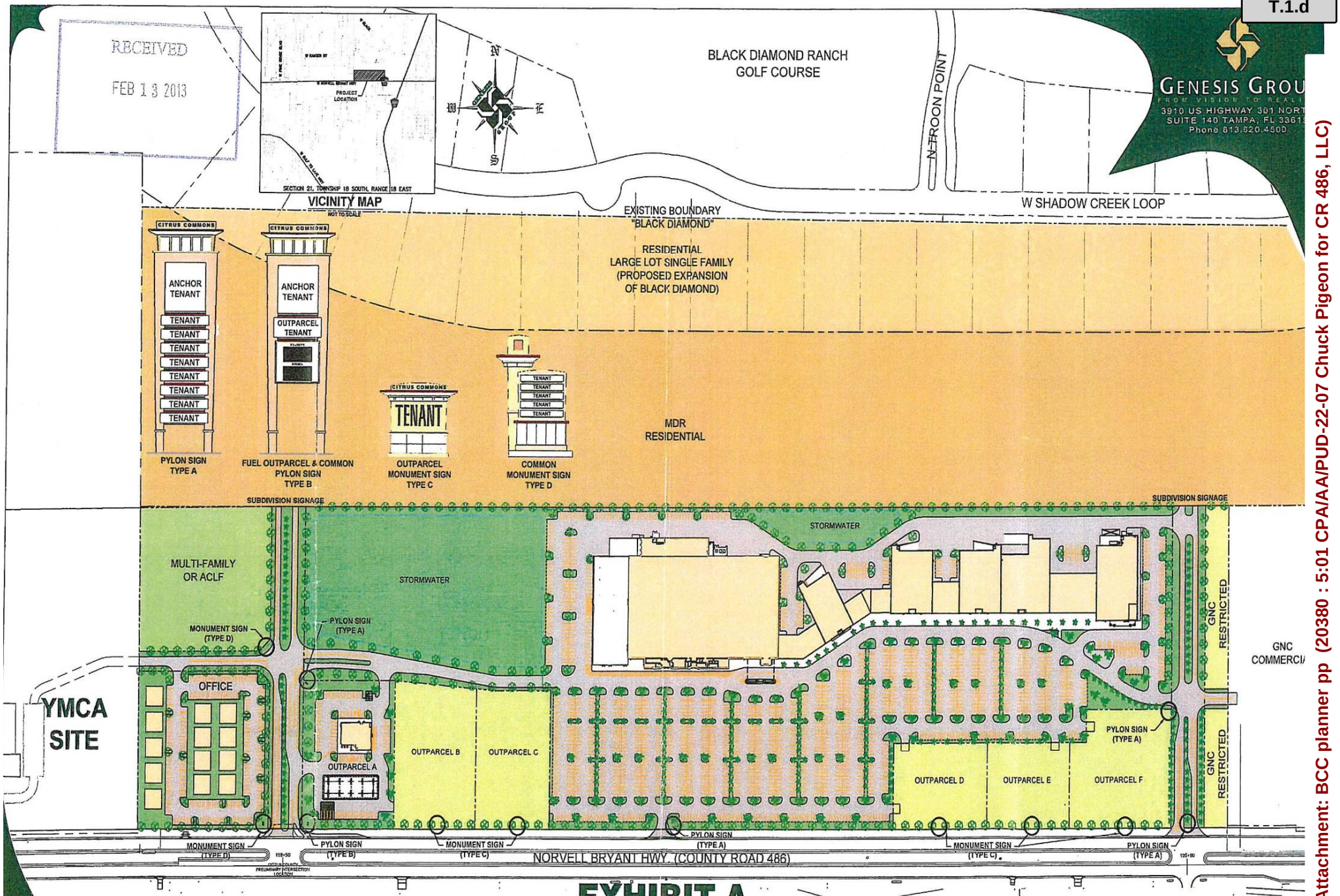
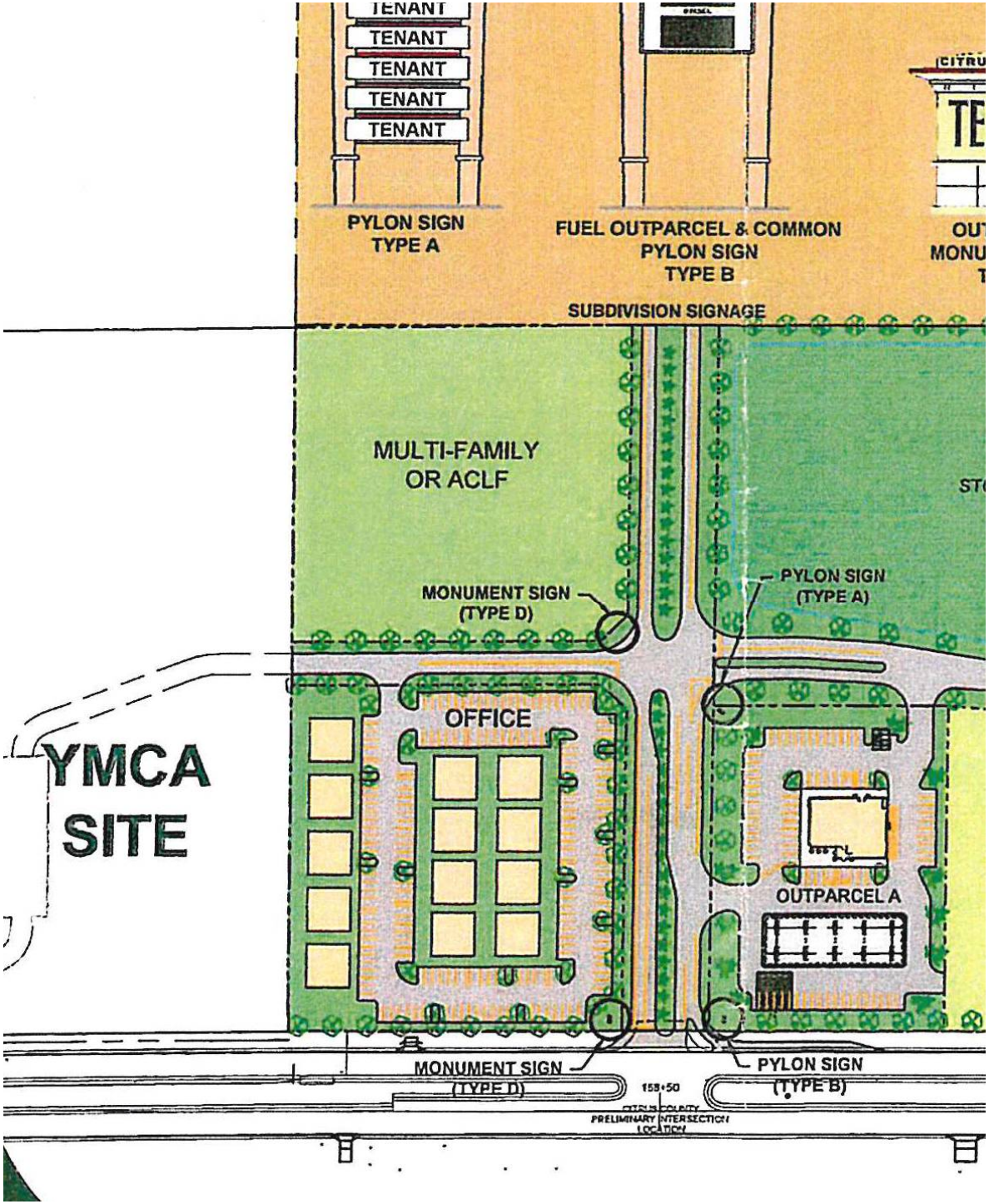


EXHIBIT A
CONCEPTUAL MASTER SIGNAGE PLAN
CR 486 TOWNCENTER

THIS PLAN IS INTENDED FOR DISCUSSION PURPOSES AT THE FINAL BOCC ADOPTION HEARING AND IS SUBJECT TO ANY AMENDMENTS AGREED UPON BETWEEN THE BOCC AND APPLICANT AT THE FINAL ADOPTION HEARING, FINAL SURVEY DRAWINGS, DESIGN FEATURES, ENGINEERING, AND REGULATORY REVIEW BY CITRUS COUNTY.

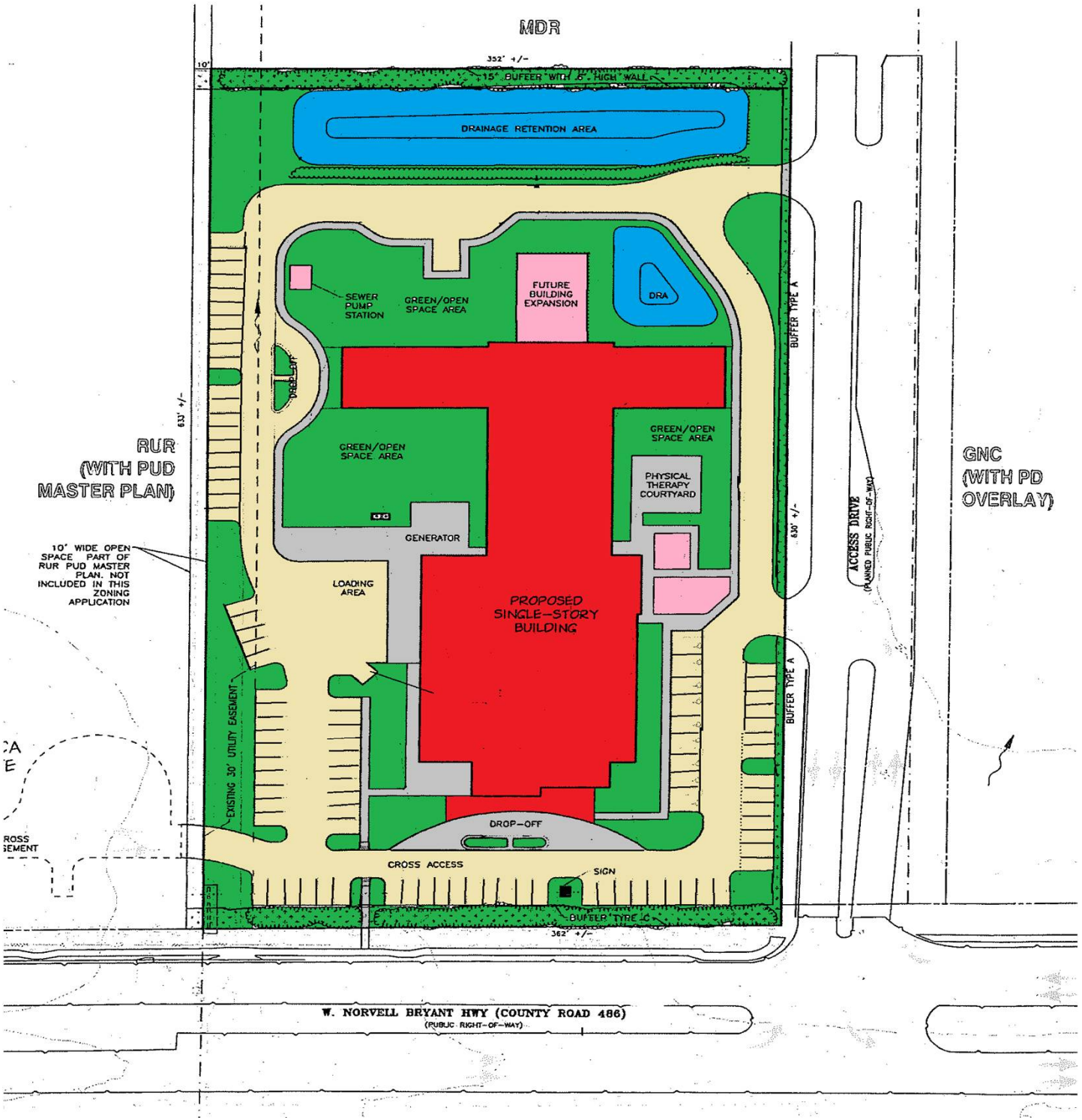
WWW.GENESISGROUP.COM

Attachment: BCC planner pp (20380 : 5:01 CPA/AA/PUD-22-07 Chuck Pigeon for CR 486, LLC)



Attachment: BCC planner pp (20380 : 5:01 CPA/AA/PUD-22-07 Chuck Pigeon for CR 486, LLC)

ClearSky
ClearSky



Attachment: BCC planner pp (20380 : 5:01 CPA/AA/PUD-22-07 Chuck Pigeon for CR 486, LLC)

PM2-22-55

DEPARTMENT OF GROWTH MANAGEMENT
2022 SMALL SCALE
COMPREHENSIVE PLAN AMENDMENT/ATLAS AMENDMENT
STAFF FINDINGS REPORT
TO THE
BOARD OF COUNTY COMMISSIONERS

APPLICATION NUMBER: CPA/AA/PUD-22-07 Chuck Pigeon for CR 486, LLC
DATE: May 6, 2022
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 with a Planned Unit Development for a rehabilitation hospital.

FUTURE LAND USE MAP REQUEST:	**From:** MDR, Medium Density Residential District, and PSO, Professional Services/Office District **To:** GNC, General Commercial District
LAND USE ATLAS MAP REQUEST:	**From:** MDR/PUD, Medium Density Residential District with a Planned Unit Development for multifamily or assisted living facility uses (CPA/AA/PDO-12-26), and PSO/PUD, Professional Services Office District with a Planned Unit Development for PSO allowable uses (CPA/AA/PDO-12-26) **To:** GNC/PUD, General Commercial District with a Planned Unit Development for a rehabilitation hospital
LOCATION:	Section 21, Township 18 South, Range 18 East, more specifically, a portion of Parcel 10000 (Alternate Key Number 3469733), which address is 3499 W. Norvell Bryant Highway, Lecanto, Florida. A complete legal description of the property is on file with the Land Development Division.
ACREAGE:	Approximately 5.1 acres
SURROUNDING FUTURE LAND DESIGNATIONS:	North – MDR, Medium Density Residential District South – LDR, Low Density Residential District East – GNC, General Commercial District West – RMU, Residential Mixed Use District
SURROUNDING LAND DEVELOPMENT CODE ATLAS DESIGNATIONS:	North – MDR/PUD, Medium Density Residential District with a Planned Unit Development South – PSO, Professional Services/Office District East – GNC/PUD, General Commercial District with a Planned Unit Development; and MDR/PUD District West – RUR/PUD, Rural Residential District with a Planned Unit Development

Attachment: BCC Staff report (20380 : 5:01 CPA/AA/PUD-22-07 Chuck Pigeon for CR 486, LLC)

SURROUNDING EXISTING LAND USES:	North – Vacant residential land South – W. Norvell Bryant Highway (CR-486); Vacant residential land East – Vacant residential and commercial land West – YMCA complex
SOIL INFORMATION:	According to the *Soil Survey of Citrus County* (1988), the soil types in the area are primarily Candler and Arredondo fine sands, zero to five percent slopes. Limitations to building development are slight.
FLOOD ZONE:	The subject property appears to be located in Flood Zone X as found on the current Flood Insurance Rate Map 12017C0194D.

BACKGROUND

The application site is part of a larger parcel that received PUD approval in 2013 for various uses (CPA/AA/PDO-12-26). In the specific area of this request, the PUD delineated office and residential uses in the first approximately 397' from CR-486 (with a note adding that allowable uses within the PSO district could be permitted), and residential uses to the rear (along with a note that MDR allowable uses could be permitted, but with multi-family or assisted living facility uses specifically named).

The site is currently vacant with widely scattered trees and the PUD was never pursued, although the expiration date of that PUD is March 12, 2023. There has also been an application received for a non-residential retail center PUD on the easternmost part of the larger parcel (PUD-22-01), although that area was not part of the previous PUD application.

The site lies directly east of an existing YMCA, and cross-access is proposed to this site.

ANALYSIS

The request is to redesignate approximately 5.1 acres to the General Commercial (GNC) district with a Planned Unit Development for a rehabilitation hospital.

The existing PUD on the site would allow PSO uses in a portion of the site only (this would not include a rehabilitation hospital), and only MDR residential uses in the rear.

SUMMARY OF AGENCY COMMENTS: No comments have been received from state agencies at this time.

SUMMARY OF PUBLIC COMMENTS: As of this writing, no comments have been received regarding this application.

REQUEST FOR LAND USE CHANGE

1. **Concurrency**

   a. Sanitary Sewer – Central sewer from Citrus County Water Resources is available, and a formal letter confirming capacity has been provided.

Attachment: BCC Staff report (20380 : 5:01 CPA/AA/PUD-22-07 Chuck Pigeon for CR 486, LLC)

b. Potable Water – Central water from Citrus County Water Resources is available, and a formal letter confirming capacity has been provided.
c. Solid Waste – The property will utilize commercial solid waste collection with disposal in the Citrus County landfill.
d. Drainage – The applicant has noted that the project site will meet all requirements for stormwater.

2. **Consistency with the Land Development Code** –See PUD analysis below.

3. **Consistency with Comprehensive Plan** – All development applications shall demonstrate complete compliance with the Comprehensive Plan.

Policy 17.2.7 The County shall guide future development to the most appropriate areas, as depicted on the FLUM, specifically those with minimal environmental limitations and the availability of necessary services.

Staff comment – The site lies in the Planned Service Area with central water and central sewer available. There are no apparent environmental limitations.

Policy 17.5.2 Commercial, Industrial, and other appropriate uses shall be approved in Planned Developments when part of an approved Plan of Development and where development standards are met as specified by the LDC.

Staff comment – PUD standards for the proposal are further outlined below.

Policy 17.11.1 All arterial roads will be designated as Corridor Planning Zones.

Policy 17.11.3 All new nonresidential development in the Corridor Planning Zone shall be serviced by a public central water and public sewer system having adequate existing capacity prior to the issuance of a Certificate of Occupancy…

Staff comment – CR-486 is an arterial roadway, and the site will be served by public central water and public central sewer system.

Objective 22.6 The County will ensure its senior citizens a high quality of life through its various policies and programs, through incentives to provide assisted and semi-assisted housing for the elderly, and through encouragement of the private sector to provide a broader range of services geared to the specific needs of the elderly and the frail elderly.

Staff comment - The applicant has cited this objective in support of the application. While the use proposed is that of a rehabilitation hospital, there is no indication that use will be limited to senior citizens.

4. **Impacts on Affordable Housing** – The proposal does not appear to have any impacts on affordable housing.

Attachment: BCC Staff report (20380 : 5:01 CPA/AA/PUD-22-07 Chuck Pigeon for CR 486, LLC)

5. **Compatibility with Adjacent Land Uses** – The subject property is on an arterial roadway in an area that contains mostly non-residential uses. The site has an accompanying PUD to further define development.

6. **Environmental** – There do not appear to be any environmental concerns. If any gopher tortoises or other protected species are found onsite, the applicant will need to coordinate with Florida Fish and Wildlife Conservation Commission (FWC).

7. **Transportation** – The subject property would take access from W. Norvell Bryant Highway (CR-486), a paved, public (County-maintained), minor arterial roadway. There is an existing median opening in this area.

PROPOSED FINDINGS OF FACT – LAND USE CHANGE

1. The request is to re-designate approximately 5.1 acres from PSO and MDR to GNC on the Future Land Use Map, and from PSO/PUD and MDR/PUD to GNC/PUD on the LDC Atlas Map.

2. The subject property lies on a Minor Arterial roadway in an area with some existing non-residential uses.

3. Concurrency has been addressed for water, sewer, solid waste, and drainage.

REQUEST FOR A PLANNED UNIT DEVELOPMENT

Consistency with the Land Development Code (LDC): The applicant has provided a narrative noting that the proposed use is for a rehabilitation hospital with associated offices and acute care living components. The narrative further explains that the site is proposed for up to 30 inpatient beds, with a future addition of 10 beds, and would provide both inpatient and outpatient rehabilitation for disabling injury or illness. An outdoor physical therapy courtyard is noted on the master plan, in addition to the 45,000 square-foot building.

Access Management/Transportation: The subject parcel would access CR-486, a County-maintained minor arterial roadway. The Engineering Division has noted the following:

> *W. Norvell Bryant (CR-486), a Minor Arterial roadway, has a posted speed limit of 50 mph. Cross-access to adjacent parcels is proposed. The applicant has noted on the plan that the site will be accessed by an access drive noted as a "Planned Public Right of Way". The requirements for the design and construction of a non-residential access drive and a publicly dedicated right-of-way are found in different sections of the LDC. An access drive for a non-residential site would be reviewed per Section 7200, Off Street Parking and Loading. The access drive would be permitted, constructed, and inspected through the Site Development Plan process described in Section 4000. To establish a public right-of-way would require permitting through Chapter 11, Subdivision Regulations. A preliminary plat, improvement plans, and a final plat would be required to plat a road right-of-way. Stormwater retention area design will need to be provided for the proposed roadway. The applicant will need to clarify where the stormwater for the roadway will be retained and if shared drainage is proposed. The permitting for the non-residential site and the platted road right-of-way can be processed concurrently.*

Attachment: BCC Staff report (20380 : 5:01 CPA/AA/PUD-22-07 Chuck Pigeon for CR 486, LLC)

Impervious Surface/Stormwater: The impervious surface on the proposed PUD site is indicated as a maximum of 70%, which is consistent with the impervious surface maximum in the GNC district.

The applicant will need to demonstrate that the proposed stormwater ponds/system onsite is adequate to accommodate the project before construction permits can be approved. This may include approval or an exemption from the Southwest Florida Water Management District (SWFWMD), or a stormwater design reviewed by Citrus County (as applicable).

Floor Area Ratio: Floor Area Ratio is a measure of intensity on a site and is calculated at approximately 0.25, while the maximum allowable in the GNC district is 1.0. As such, this standard is being met.

Landscaping/Buffers: Buffers are proposed for deviation(s) as follows:

Buffer Location	LDC Standard	Proposed
Front along CR-486	25' Type C	**15' Type D OR 25' Type C**
East abutting internal drive/road	Landscaped Island (width not defined)	5' Type A
West abutting YMCA	5' sodded strip	**None**
North abutting MDR/PUD	15' Type C	15' Type C with 6' wall or vinyl fence

Along CR-486, the reduction in the buffer width is significant. If this is to be approved, staff would suggest that the buffer contain the plantings of a Type D buffer (without a wall) to continue the current aesthetic corridor along CR-486. At the PDC hearing, the applicant noted they have redesigned the site and may be able to now accommodate the 25' Type C buffer but wanted the flexibility for either option.

1. Deviation – 15' Type D buffer (without a wall) OR a 25' Type C buffer along CR-486
2. Deviation – No buffer/5' sodded strip between proposed use and existing YMCA

Foundation landscaping is required for at least 50% of the building frontage facing CR-486 and facing the proposed internal roadway. This is not outlined specifically but has been added as a recommended condition of approval.

A Type "C" buffer is noted in the LDC between the drainage retention area and internal access drives. This has not been provided and is suggested as a deviation based on the proposed project design.

- Deviation – No Type "C" buffer between drainage retention area and internal access drive(s).

Façades: LDC Section 3740 outlines minimum façade requirements including façade standards for offsets/recesses, and detail features such as windows and materials. The provided building rendering appears to meet these criteria and no deviation has been requested.

Pedestrian Circulation/Sidewalks: The LDC outlines pedestrian connectivity between public sidewalks and building entrances, which is indicated on the Master Plan. There are several green/open space areas indicated, and the applicant will need to demonstrate a pedestrian amenity area at the time of permitting.

Parking Lot Design: The LDC notes that a proposed hospital should consider four parking spaces per authorized bed, which could then accommodate for employees and visitors as well as patients. The

Attachment: BCC Staff report (20380 : 5:01 CPA/AA/PUD-22-07 Chuck Pigeon for CR 486, LLC)

provided narrative notes a total of 30 inpatient beds, with a possible expansion of up to 10 future beds (up to 75 daytime/nighttime staff). This would indicate approximately 160 parking spaces to be provided.

The Master Plan proposes 90 parking spaces. To support this proposal, the applicant will need to provide a parking study confirming the adequacy of this reduced number at the time of permitting. This was further discussed during the PDC hearing, and the applicant noted that approximately 65 parking spaces are the normal requirement for similar facilities, but they will provide a detailed study to support this reduction.

- Deviation – 90 parking spaces instead of 160 spaces as outlined for the hospital in the LDC (to be documented/confirmed via a parking study at the time of permitting)

The LDC notes that every ten parking spaces shall be designed with 400 square feet of landscaping, in medians or islands (each containing at least one tree and six shrubs). The Master Plan does not meet this standard, with more than ten spaces in a grouping without landscaping and most landscaped islands below the 400 square-foot size. The Master Plan contains the following notation, "Detailed parking design will be provided at time of site plan submittal". At the PDC hearing, the applicant noted that the site is constrained but should be able to accommodate at least 350 SF of landscaping in the islands.

- Deviation – 350 SF instead of 400 SF of landscaping per 10 contiguous parking spaces

Lighting, Signage, Platting: The applicant has not proposed deviation from these standards. The application "parcel" is not currently recognized and will need to be created via the platting and/or platting exception process.

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, 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 recommend approval, approval with modifications and/or conditions, or disapproval of the Planned Unit Development. The reviewing body shall enter its reasons for such action in its record. As evidence, the following findings of facts are cited.

A. **Only uses which are consistent with the Comprehensive Plan may be approved as a PUD.** *The proposed plan would amend an existing PUD, and the proposed use as a rehabilitation hospital is consistent with GNC uses as outlined in the Comprehensive Plan.*

B. **Any development approved through the PUD application process, which is not designated a use in the respective land use district for the subject PUD parcel, shall be compatible with established or planned uses both within the development footprint and surrounding neighborhoods and property.** *The site lies adjacent to non-residential uses and designations along CR-486. The applicant is proposing a buffer along the northern lot line adjacent to existing vacant residential zoning*

C. **Accessory uses shall be permitted as set forth within the approved general concept plan or as found by the Board of County Commissioners to be compatible with an**

Attachment: BCC Staff report (20380 : 5:01 CPA/AA/PUD-22-07 Chuck Pigeon for CR 486, LLC)

approved plan. *Any future accessory uses would be subject to standards as outlined in the LDC and PUD Conditions.*

D. **Subsequent to the approval of a PUD, uses not enumerated may be permitted through amendment of the PUD and approved by the Board of County Commissioners.** *This site will require an amendment to the PUD for future uses.*

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 parcel can accommodate the proposed use with minimal deviations, as outlined in this staff report.*

F. **Landscaping and design and maintenance shall follow the principles of *Florida Friendly Landscaping* ™ and the *Florida Yards and Neighborhoods (FYN) Homeowner Program* to reduce water use and fertilizer runoff.**

1. **Planted turf grass and landscaping on residential lots shall be limited to a maximum of 50% of the upland portion of the lot.**

2. **Turf grasses and landscape vegetation shall be common to the area and drought tolerant.** *The applicant will be required to maintain 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.** *Impervious surface ratio and floor area ratio are well within allowable GNC limits. Buffering adjacent to residential zoning to the north is provided.*

H. **The maximum height of structures, setbacks, and density within a PUD development shall be as specifically established by the Board of County Commissioners in its approval action.** *The building is proposed as one-story and meets all required LDC minimum setbacks.*

I. **Approval of the proposed PUD development shall include approval of all maps, diagrams, tables, and reports submitted by the applicant.** *The applicant has submitted a Master Plan date-stamped received March 22, 2022, by the Land Development Division, along with an accompanying narrative.*

J. **A planned unit development will terminate within three years of the date of approval if either a site development plan or preliminary subdivision plat application is not filed with the county. If one of these applications is not filed within the specified time frame, the PUD shall be null and void.** *The applicant has not requested a deviation from this standard.*

Attachment: BCC Staff report (20380 : 5:01 CPA/AA/PUD-22-07 Chuck Pigeon for CR 486, LLC)

PLANNING AND DEVELOPMENT COMMISSION (PDC) RECOMMENDATION: The Planning and Development Commission (PDC) discussed this application on May 5, 2022. The PDC recommended approval with conditions of the proposed request to amend the Future Land Use Map (FLUM) of the Citrus County Comprehensive Plan, to amend the Land Development Code Atlas Map, and to establish a Planned Unit Development. The PDC found that the application is consistent with the requirements of the LDC and consistent with the Comprehensive Plan. Granting this request will not adversely affect the public interest and would be generally compatible with adjacent properties and other properties in the district, provided adherence to the conditions outlined below.

1. The Planned Unit Development (PUD) shall allow for up to 48,000 SF for a rehabilitation hospital (45,000 current proposed building and 3,000 future expansion), as outlined on the Master Plan date-stamped received March 22, 2022, by the Land Development Division unless otherwise specified in these conditions. Construction shall take place in accordance with the criteria and requirements of the Citrus County Land Development Code (LDC), or as specifically outlined within these conditions or the Final Development Plan.

2. Access to the site shall be from W. Norvell Bryant Highway (CR-486) as outlined on the Master Plan and will need to meet access management standards as outlined in the LDC.

3. The site must meet the requirements of LDC Section 3740, Additional Design Standards for Large Non-Residential Projects, unless otherwise authorized by these conditions. This must be demonstrated at the time of permitting.

4. Buffers shall be provided as outlined on the Master Plan, with the option of a 15' Type D buffer (without a wall) or a 25' Type C buffer along CR-486, and no buffer/5' sodded strip between the proposed use and the existing YMCA. No Type "C" buffer is required between the drainage retention area and internal access drive(s).

5. Foundation landscaping shall be provided along at least 50% of the building frontage facing CR-486, as well as any proposed right-of-way, as outlined in the LDC.

6. At the time of permitting, the applicant will need to obtain an approved parking study as outlined in the LDC to demonstrate compliance with parking space requirements.

7. Parking lot landscaping must meet the standards outlined in LDC Section 3740, Additional Design Standards for Large Non-Residential Projects, to be demonstrated at the time of permitting, with at least 350 SF landscaped islands instead of 400 SF per 10 parking spaces.

8. The application site is not currently recognized as a parcel of record. If this is desired, a plat and/or plat exception (i.e., Minor Subdivision) will need to be obtained.

9. Where standards are not specified herein, the Citrus County Land Development Code standards (or current code standards) will apply.

10. Minor modifications to this Master Plan of Development may be approved by the Director of the Land Development Division as outlined within Section 4304 of the LDC.

JLC/cb

Attachment: BCC Staff report (20380 : 5:01 CPA/AA/PUD-22-07 Chuck Pigeon for CR 486, LLC)

DRAFT

J. APPLICATIONS

1. LAND USE APPLICATION

a. V-22-06 Robert Londeree - CONTINUED

2. COMPREHENSIVE PLAN AMENDMENT

a. CPA/AA/PUD-22-07 Chuck Pigeon for CR 486, LLC

REQUEST: This request is to amend the Future Land Use Map (FLUM) of the Citrus County Comprehensive Plan from Medium Density Residential District (MDR) and Professional Services/Office District (PSO) to General Commercial District (GNC) and to amend the Land Use Atlas Map (LUAM) of the Citrus County Land Development Code from Medium Density Residential District (MDR) with a Planned Unit Development for multi-family or assisted living facility uses and Professional Services/ Office District (PSO) with a Planned Unit Development for PSO allowable uses to General Commercial District (GNC) with a Planned Unit Development for a rehabilitation hospital.

LOCATION: Section 21, Township 18 South, Range 18 East, more specifically, a portion of Parcel 10000 (Alternate Key Number 3469733), which address is 3499 W. Norvell Bryant Highway, Lecanto, Florida.

STAFF CONTACT: Joanna Coutu, AICP, Director, Land Development Division

INTRODUCTION: Ms. Hoover's overview included an aerial view of the subject property and the surrounding area, photos of the subject property and the surrounding area and a site plan as submitted by the applicant.

APPLICANT: Chuck Pigeon represented the applicant. ClearSky Health will operate the facilities. They have a number of facilities primarily in Texas, Louisiana and New Mexico. This will be their first facility in Florida. The facility will be for inpatient and outpatient physical rehabilitation.

The request is to redesignate approximately 5.1 acres from Professional Services/Office District (PSO) and Medium Density Residential District (MDR) to General Commercial District (GNC) with a Planned Unit Development (PUD). The subject property lies on a minor arterial roadway. Phase One of the proposed facility would be approximately 45,000 square feet and would include 30 inpatient beds.

Central water and sewer are available to the property. Mr. Pigeon noted that onsite drainage would include stormwater retention areas.

Attachment: BCC draft minutes (20380 : 5:01 CPA/AA/PUD-22-07 Chuck Pigeon for CR 486, LLC)

The applicant originally requested a deviation to the landscape buffering along CR-486. They proposed a 15-foot Type C buffer along CR-486 due to sizing constraints. They also requested a deviation with regard to the landscape buffering in the parking area. The proposed site plan showed a minimum of 90 parking spaces.

The applicant is providing a cross-access easement between the YMCA and the proposed facility.

Mr. Pigeon's presentation included an artist's rendering of the proposed facility. The front area of the building would be for patient therapy and the rear of the building would be the inpatient rooms. The proposed facility would also include a courtyard for exterior therapy.

QUESTIONS FROM STAFF:

Ms. Coutu confirmed that Suggested Condition 1 should be revised for the PUD to allow up to 48,000 square feet (45,000 for the current proposed building and 3,000 for future expansion). Mr. Pigeon agreed. She asked if the applicant was wanting to add an option to Suggested Condition 4 with regard to the buffers. Mr. Pigeon advised yes. She inquired if the applicant had any concerns with the LDC requirement of 400 square feet of landscaping for every 10 parking spaces. Mr. Pigeon stated that the site is tight and that he is not certain that the applicant will be able to meet that requirement. Ms. Coutu inquired if they were acceptable to a reduction to 350 square feet of landscaping for every 10 parking spaces. He stated that the applicant would like that flexibility.

COMMISSION QUESTIONS: None.

STAFF: Ms. Coutu noted that the subject property lies east of the existing YMCA on CR-486. Her slide presentation showed a photo of the area proposed for the cross-access to the YMCA, a photo of the private easement that runs the length of the property and the site plan as submitted by the applicant. The site is part of a larger parcel that received a PUD approval in 2013 and will be expiring in 2023.

The site is served by central water and sewer.

She spoke with regard to the applicant's deviation requests. The applicant is not proposing a buffer between the DRA and the access drive. They have requested a deviation from the 400 square feet of landscaping in the parking lot; however, the Master Plan indicated that they are just below the 400 square-foot minimum. The LDC notes that a proposed hospital should consider four parking spaces per bed. The Master Plan proposed 90 parking spaces which is less than the suggested number of parking spaces for the number of

Attachment: BCC draft minutes (20380 : 5:01 CPA/AA/PUD-22-07 Chuck Pigeon for CR 486, LLC)

proposed beds for the facility. The applicant will be required to provide a parking study at the time of permitting to support their request for the reduction to 90 parking spaces.

COMMISSION QUESTIONS:

Ms. Scragg asked about the substantial difference between the 90 parking spaces proposed on the Master Plan and the 160 parking spaces suggested by the LDC for a hospital. Ms. Coutu explained that the number of parking spaces would be determined at the time of permitting and the applicant would be required to provide a parking study at that time if they did not meet LDC standards.

Mr. Bass inquired about how the applicant would address the issue if the parking study did not justify the reduction of parking spaces.

Mr. Pigeon stated that ClearSky Health has several facilities around the County. With this type of facility, the patients are typically transported and stay at the facility for four to twelve weeks. Parking would be utilized predominantly by staff and few visitors. Historically, their other facilities utilize 60 to 65 spaces.

He stated that if the parking study did not justify the reduction of parking spaces, the applicant would attempt to acquire additional land adjacent to the proposed facility or move the DRA to another site on the property.

PROPONENT: None.

OPPONENT: None.

COMMISSION COMMENTS:

Ms. Worthington stated that she supported this application as a rehabilitation hospital is needed for the community.

MOTION: The Planning and Development Commission finds application number ***CPA/AA/PUD-22-07*** ***CONSISTENT*** with the Citrus County Comprehensive Plan and Citrus County Land Development Code and that this Board recommends ***APPROVAL WITH AMENDED 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.

1. The Planned Unit Development (PUD) shall allow for up to 48,000 SF for a rehabilitation hospital (45,000 current proposed building and 3,000 future expansion), as outlined on the Master Plan date-stamped received March 22, 2022, by the Land Development Division unless otherwise specified in these

Attachment: BCC draft minutes (20380 : 5:01 CPA/AA/PUD-22-07 Chuck Pigeon for CR 486, LLC)

conditions. Construction shall take place in accordance with the criteria and requirements of the Citrus County Land Development Code (LDC), or as specifically outlined within these conditions or the Final Development Plan.

2. Access to the site shall be from W. Norvell Bryant Highway (CR-486) as outlined on the Master Plan and will need to meet access management standards as outlined in the LDC.

3. The site must meet the requirements of LDC Section 3740, Additional Design Standards for Large Non-Residential Projects, unless otherwise authorized by these conditions. This must be demonstrated at the time of permitting.

4. Buffers shall be provided as outlined on the Master Plan, with the option of a 15' Type D buffer (without a wall) or a 25' Type C buffer along CR-486, and no buffer/5' sodded strip between the proposed use and the existing YMCA. No Type "C" buffer is required between the drainage retention area and internal access drive(s).

5. Foundation landscaping shall be provided along at least 50% of the building frontage facing CR-486, as well as any proposed right-of-way, as outlined in the LDC.

6. At the time of permitting, the applicant will need to obtain an approved parking study as outlined in the LDC to demonstrate compliance with parking space requirements.

7. Parking lot landscaping must meet the standards outlined in LDC Section 3740, Additional Design Standards for Large Non-Residential Projects, to be demonstrated at the time of permitting, with at least 350 SF landscaped islands instead of 400 SF per 10 parking spaces.

8. The application site is not currently recognized as a parcel of record. If this is desired, a plat and/or plat exception (i.e., Minor Subdivision) will need to be obtained.

9. Where standards are not specified herein, the Citrus County Land Development Code standards (or current code standards) will apply.

10. Minor modifications to this Master Plan of Development may be approved by the Director of the Land Development Division as outlined within Section 4304 of the LDC.

MOTION:

1st Ms. Worthington 2nd Mr. Facemyer

Attachment: BCC draft minutes (20380 : 5:01 CPA/AA/PUD-22-07 Chuck Pigeon for CR 486, LLC)

VOTE: 7 - 0, Motion Carried

Ms. Coutu advised that this application is scheduled to be heard by the Board of County Commissioners on June 14, 2022 at 5:01 p.m.

DRAFT

Attachment: BCC draft minutes (20380 : 5:01 CPA/AA/PUD-22-07 Chuck Pigeon for CR 486, LLC)

AGENDA MEMORANDUM

FROM:	Michael Sherman, AICP Growth Management Director
SUBJECT:	5:05 CPA/AA/PUD-22-05 Dr. Michael D. Wilburn for D. B. Harrelson, Trustee of the Florida Land Trust
AGENDA DATE:	**June 14, 2022**

BRIEF OVERVIEW:

This is a request to amend the Future Land Use Map (FLUM) of the Citrus County Comprehensive Plan from Low Intensity Coastal and Lakes (CL) to Coastal and Lakes Commercial (CLC), and to amend the Land Development Code Atlas Map from Coastal and Lakes Residential (CLR) to Coastal and Lakes Commercial (CLC) with a Planned Unit Development for covered storage and a telecommunications tower.

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 June 14, 2022, at 5:05 pm to review and discuss CPA/AA/PUD-22-05, Dr. Michael D. Wilburn for D. B. Harrelson, Trustee of the Florida Land Trust 2427 dated 12/1/2016

b. If approved, adopt, and authorize the Chairman and Clerk to execute the ordinances for CPA/AA/PUD-22-05, Dr. Michael D. Wilburn for D. B. Harrelson, Trustee of the Florida Land Trust 2427 dated 12/1/2016

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 2.6 ACRES FROM THE COASTAL AND LAKES RESIDENTIAL DISTRICT TO THE COASTAL AND LAKES COMMERCIAL DISTRICT WITH A PLANNED UNIT DEVELOPMENT FOR COVERED STORAGE AND A TELECOMMUNICATIONS TOWER; 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-22-05 Dr. Michael D. Wilburn for D.B. Harrelson, Trustee of the Florida Land Trust 2427 dated 12/1/2016

   Re-designation of approximately 2.6 acres from the Coastal and Lakes Residential District (CLR) to the Coastal and Lakes Commercial District (CLC) with a Planned Unit Development (PUD) for covered storage and a telecommunications tower; modifying the Land Use Atlas Map as presented in CPA/AA/PUD-22-05 and as further described in Exhibit "A", legal description, Exhibit "B", master plan, and Exhibit "C", conditions, attached hereto and incorporated herein by reference.

2. The Atlas of the Land Development Code of Citrus County, Florida is hereby amended to reflect the changes described in Sections 1 of this Ordinance.

3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

4. If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held illegal, invalid or unconstitutional by the decision of any court or regulatory body of competent jurisdiction, such decision shall not affect the validity of the remaining portions hereof. The Board of County Commissioners hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause or phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared illegal, invalid or unconstitutional and all ordinances and parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Attachment: AA ORDINANCE (20318 : 5:05 CPA/AA/PUD-22-05 Dr. Michael D. Wilburn for D. B. Harrelson, Trustee of the Florida Land Trust)

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:

ANGELA VICK, CLERK OF COURT

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

BY: _____

RONALD E. KITCHEN, JR., CHAIRMAN

APPROVED AS TO FORM FOR THE RELIANCE OF CITRUS COUNTY ONLY

_____

DENISE A. DYMOND LYN, COUNTY ATTORNEY

Attachment: AA ORDINANCE (20318 : 5:05 CPA/AA/PUD-22-05 Dr. Michael D. Wilburn for D. B. Harrelson, Trustee of the Florida Land Trust)

EXHIBIT A

CPA/AA/PUD-22-05

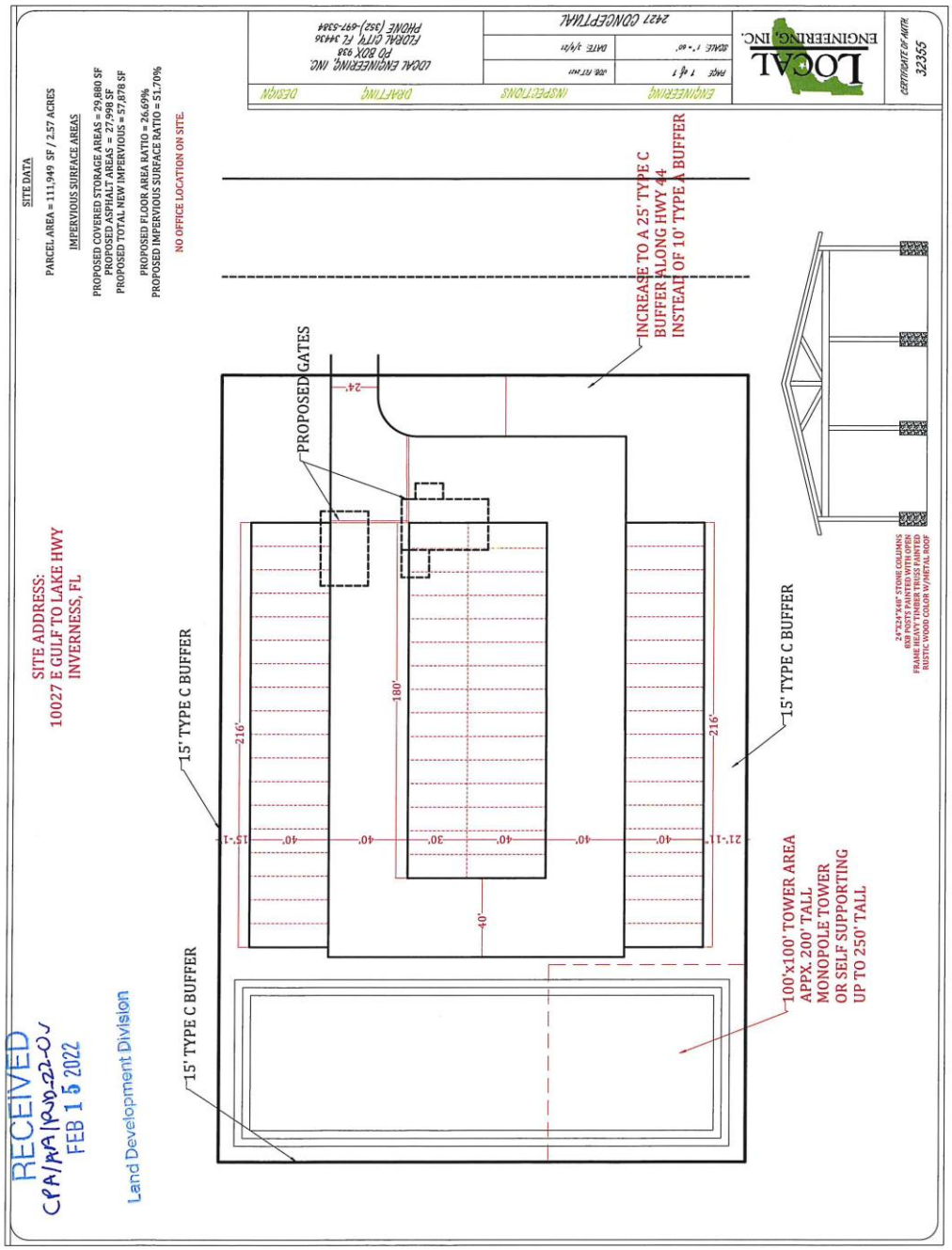
LEGAL DESCRIPTION

Section 12, Township 19 South, Range 20 East, Alternate Key 2998610, Parcel 34100 and Parcel 34100-00C0, more particularly described as follows

E 167.13 FT OF W 988.23 FT OF PT OF NW1/4 OF SW1/4 SEC 12-19-20 N OF SR 44 DESC IN OR BK 1098 PG 1614 & E 110.44 FT OF W 821.1 FT OF PT OF NW1/4 OF SW1/4 SEC 12-19-20 N OF SR 44 DESC IN OR BK 1098 PG 1614 LESS PCL 112 FOR RD R/W IN OR BK 1411 PG 1529 & OR BK 1872 PG 225

Attachment: AA ORDINANCE (20318 : 5:05 CPA/AA/PUD-22-05 Dr. Michael D. Wilburn for D. B. Harrelson, Trustee of the Florida Land Trust)

EXHIBIT B
CPA/AA/PUD-22-05
MASTER SITE PLAN



Attachment: AA ORDINANCE (20318 : 5:05 CPA/AA/PUD-22-05 Dr. Michael D. Wilburn for D. B. Harrelson, Trustee of the Florida Land Trust)

EXHIBIT C
CPA/AA/PUD-22-05
CONDITIONS OF APPROVAL

1. The Planned Unit Development (PUD) shall allow for up to 29,880 SF of covered open storage as outlined on the Master Plan date-stamped received February 15, 2022, by the Land Development Division unless otherwise specified in these conditions. Construction shall take place in accordance with the criteria and requirements of the Citrus County Land Development Code (LDC), or as specifically outlined within these conditions or the Final Development Plan.

2. The PUD shall also allow placement of one telecommunications tower, either a monopole tower up to 200' in height or a lattice/self-supporting tower up to 250' in height, subject to FCC and FAA approval. The tower will need to meet all LDC requirements for a telecommunications tower at the time of permitting, with the exception of separation from off-site uses.

3. Access to the site shall be from E. Gulf to Lake Highway (SR-44) as outlined on the Master Plan and is subject to approval from the Florida Department of Transportation (FDOT). Any gating must meet the standards of the LDC, and cross-access is not required to the adjacent residential uses.

4. In addition to the non-residential stormwater criteria, flood volume compensation will be required per Section 6310.K, Developments in the 100-Year Flood Plain.

5. Impervious Surface Ratio on the site shall not exceed 52%, as outlined on the Master Plan date-stamped received February 15, 2022, by the Land Development Division.

6. Foundation landscaping shall be provided along at least 50% of the building frontage facing SR-44, as outlined in the LDC.

7. Minimum 15' Type "C" buffers are required along the north, east and west property lines, and a minimum 25' Type "C" along SR-44, as outlined on the Master Plan date-stamped received February 15, 2022, by the Land Development Division. A Type "C" buffer is not required between the drainage retention area and the internal access drive(s).

8. In addition to or in conjunction with the buffers outlined in Condition #7, a minimum 20' Type "D" buffer (without a wall) must be installed around the proposed tower complex.

9. The site may utilize open frame structures with metal roof and stone columns, as outlined on the Master Plan date-stamped received February 15, 2022, by the Land Development Division.

10. Where standards are not specified herein, the Citrus County Land Development Code standards (or current code standards) will apply.

11. Minor modifications to this Master Plan of Development may be approved by the Director of the Land Development Division as outlined within Section 4304 of the LDC.

Attachment: AA ORDINANCE (20318 : 5:05 CPA/AA/PUD-22-05 Dr. Michael D. Wilburn for D. B. Harrelson, Trustee of the Florida Land Trust)

Attachment: CPA Ordinance (20318 : 5:05 CPA/AA/PUD-22-05 Dr. Michael D. Wilburn for D. B. Harrelson, Trustee of the Florida Land Trust)

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 2.6 ACRE FROM THE LOW INTENSITY COASTAL AND LAKES DISTRICT TO THE COASTAL AND LAKES COMMERCIAL DISTRICT; PROVIDING FOR APPLICABILITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR MODIFICATIONS THAT MAY ARISE FROM CONSIDERATION AT PUBLIC HEARING; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Citrus County Board of County Commissioners recognize the need to plan for orderly growth and development while protecting Citrus County's abundant natural resources, and

WHEREAS, the Board of County Commissioners adopted the Citrus County Comprehensive Plan, Ordinance No. 89-04 on April 18, 1989, and subsequent amendments, and

WHEREAS, Chapter 163, Florida Statutes provide for the amendment of the Comprehensive Plan.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA AS FOLLOWS:

SECTION 1. SHORT TITLE

THIS ORDINANCE shall be known as, cited as, and referred to as the Citrus County Comprehensive Plan Amendment CPA/AA/PUD-22-05, Dr. Michael D. Wilburn for D.B. Harrelson, Trustee of the Florida Land Trust 2427 dated 12/1/2016, and shall be effective within the unincorporated areas of Citrus County, Florida.

SECTION 2. AUTHORITY

This Citrus County Comprehensive Plan Amendment CPA/AA/PUD-22-05, Dr. Michael D. Wilburn for D.B. Harrelson, Trustee of the Florida Land Trust 2427 dated 12/1/2016, is adopted pursuant to Chapter 163, Florida Statutes.

SECTION 3. REVISIONS AND ADDITIONS TO THE FUTURE LAND USE MAP (FLUM)

CPA/AA/PUD-22-05, Dr. Michael D. Wilburn for D.B. Harrelson, Trustee of the Florida Land Trust 2427 dated 12/1/2016

Re-designation from Low Intensity Coastal and Lakes District (CL) to Coastal and Lakes Commercial District (CLC), modifying the Future Land Use Map as presented in CPA/AA/PUD-22-05 and as further described in Exhibit "A" attached hereto and incorporated herein by reference.

SECTION 4. SEVERABILITY

If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held illegal, invalid or unconstitutional by the decision of any court or regulatory body of competent jurisdiction, such decision shall not affect the validity of the remaining portions hereof. The Board of County Commissioners hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause or phrase hereof, irrespective of the fact that any one or more section, subsections, sentences, clauses, or phrases be declared illegal, invalid or unconstitutional and all ordinances and parts of ordinances in conflict with the provisions of the ordinance are hereby repealed.

SECTION 5. INCLUSION IN THE COMPREHENSIVE PLAN

It is the intention of the Board of County Commissioners of Citrus County, Florida, and it is hereby provided that the provisions of this Ordinance shall become and be made a part of the Citrus County Comprehensive Plan (Citrus County Ordinance No. 89-04). To this end, the sections of this Ordinance may be renumbered or re-lettered to accomplish such intention, and that the word "ordinance" may be changed to "section" "article" "policy" or other appropriate designation.

SECTION 6. MODIFICATIONS

It is the intention of the Board of County Commissioners that the provisions of this ordinance may be modified as a result of considerations that may arise during public hearings. Such modifications shall be incorporated into the final version of the ordinance adopted by the Board and Filed by the Clerk to the Board pursuant to Section 7.

SECTION 7. EFFECTIVE DATE

The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency.

Attachment: CPA Ordinance (20318 : 5:05 CPA/AA/PUD-22-05 Dr. Michael D. Wilburn for D. B. Harrelson, Trustee of the Florida Land Trust)

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., CHAIRMAN

APPROVED AS TO FORM FOR THE RELIANCE OF CITRUS COUNTY ONLY

_____
DENISE A. DYMOND LYN,
COUNTY ATTORNEY

Attachment: CPA Ordinance (20318 : 5:05 CPA/AA/PUD-22-05 Dr. Michael D. Wilburn for D. B. Harrelson, Trustee of the Florida Land Trust)

EXHIBIT A
CPA/AA/PUD-22-05
LEGAL DESCRIPTION

FROM CL TO CLC:

Section 12, Township 19 South, Range 20 East, Alternate Key 2998610, Parcel 34100 and Parcel 34100-00C0, more particularly described as follows

E 167.13 FT OF W 988.23 FT OF PT OF NW1/4 OF SW1/4 SEC 12-19-20 N OF SR 44 DESC IN OR BK 1098 PG 1614 & E 110.44 FT OF W 821.1 FT OF PT OF NW1/4 OF SW1/4 SEC 12-19-20 N OF SR 44 DESC IN OR BK 1098 PG 1614 LESS PCL 112 FOR RD R/W IN OR BK 1411 PG 1529 & OR BK 1872 PG 225

Attachment: CPA Ordinance (20318 : 5:05 CPA/AA/PUD-22-05 Dr. Michael D. Wilburn for D. B. Harrelson, Trustee of the Florida Land Trust)

Board of County Commissioners
Department of Growth Management
Land Development Division
600 W. Sovereign Path, Suite 140, Lecanto, FL 34461-8070

Telephone (352) 527-5239 TTY Dial 711
Web Address: www.citrusbocc.com

CITRUS COUNTY COMPREHENSIVE PLAN AND LAND DEVELOPMENT CODE AMENDMENT APPLICATION

Application No.: CPA/AA/PUD 22-05 Date: 1/11/22

* Written Authorization is required if Applicant is different than Owner.

Applicant*
Name: Dr. Michael D. Wilburn
Address: P.O. Box 938
City: Floral City
State: FL Zip: 34436
Home No.: Cell No.:
Work No.: 352-726-4875 Fax No.:
Email: localengineeringinc@gmail.com

Property Owner
Name: Florida Land Trust 2427
Address: P.O. Box 938
City: Floral City
State: FL Zip: 34436
Home No. Cell No.:
Work No.: 352-726-4875 Fax No.:
Email: localengineeringinc@gmail.com

Property Description: Section: 12 Township: 19 South Range: 20 East
Legal Description: 10027 E. Gulf to Lake Hwy, Inverness
Subdivision: Unrec Tracts 12-19S-20E Lot(s): Block/Parcel:
Alternate Key #: 2998610 Parcel ID: 20E19S1234100
Acreage: 2.57

✓ New Planned Unit Development (PUD)
___ Amendment to Previously Approved PUD/PD Previous Application No.:
Land Development Code Atlas Designation From: To:
Generalized Future Land Use Map Designation From: To:

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

Applicant Request(s): LDR → ~~GREE~~ (PUD)
CLC

Directions to Property:
R/T 44 E, U Turn at S. Shad Terr, 10027 on R

The Applicant is: Owner of Tract ✓ Agent for Property Owner
One-Owner Among Several Other (specify)

I am aware that if the property cannot be located using information from the submitted application, this application may be rescheduled to a later hearing date. I also understand that a sign must be placed (and marking flags may be placed) on the property by the Land Development Division at least seven days prior to the scheduled meeting. I understand that approval for the proposed use shown hereon does not in any way relieve me of the responsibility of observing and complying with any deed restrictions applicable to the subject property. I hereby authorize Citrus County or its agents to enter upon the property, which is the subject of this application and the date of the hearing thereon, at any time between the hours of 8:00 AM and 5:00 PM for the purpose of gathering any information relevant to this application. I DO HEREBY SWEAR THAT THE INFORMATION CONTAINED HEREIN AND THE ATTACHMENTS HERETO ARE TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.

Signature: _____

STATE OF FLORIDA
COUNTY OF CITRUS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Dr. Michael Wilburn, who is personally known to me or provided _____ as identification and who did not take an oath. WITNESS my hand and official seal this 11th day of January, 2022

Angela Love
Printed Name
Angela Love
Notary Public - State of Florida

Seal

Notary Public State of Florida
Angela Michelle Love
My Commission GG 195284
Expires 03/12/2022

Date: 1/27/22
Time:
Initials:

For Staff Use Only
ATF:
QTR:
LUD:

GFLUM Des:
FZ:

RECEIVED
JAN 27 2022
CPA/AA/PUD 22-05
Land Development Division

Attachment: Applicant's Submittal with master plan (20318 : 5:05 CPA/AA/PUD-22-05 Dr. Michael D. Wilburn for D. B. Harrelson, Trustee of the

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: Dr. Michael D. Wilburn
Address: P.O. Box 938
City: Floral City,
State: FL Zip: 34436
Phone: 352-726-4875
Email: localengineeringinc@gmail.com

Property Owner
Name: Florida Land Trust 2427
Address: P.O. Box 938
City: Floral City
State: FL Zip: 34436
Phone: 352-726-4875
Email:

Property Description: Section: 12 Township: 19 South Range: 20 East
Legal Description: 10027 E. Gulf to Lake Hwy, Inverness
Subdivision: Unrec Tracts in 12-19S-20E Lot(s): Block/Parcel:
Alternate Key #: 2998610 Parcel ID: 20E19S1234100
Acreage: 2.57

✓ 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 ✓
If "Yes", explain on a separate sheet and attach a copy of the Notice of Violation.

Applicant Request(s): LDR → ~~CHD~~ CLC

Directions to Property: R/T 44 E, U Turn at S. Shad Terr., 10027 on R

The Applicant is: ____ Owner of Tract ✓ Agent for Property Owner
____ One-Owner Among Several ____ Other (specify)

I am aware that if the property cannot be located using information from the submitted application, this application may be rescheduled to a later hearing date. I also understand that a sign must be placed (and marking flags may be placed) on the property by the Land Development Division at least seven days prior to the scheduled meeting.
I understand that approval for the proposed use shown hereon does not in any way relieve me of the responsibility of observing and complying with any deed restrictions applicable to the subject property.
I hereby authorize Citrus County or its agents to enter upon the property, which is the subject of this application and the date of the hearing thereon, at any time between the hours of 8:00 AM and 5:00 PM for the purpose of gathering any information relevant to this application.

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

Signature:

STATE OF FLORIDA
COUNTY OF CITRUS
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Dr. Michael D. Wilburn, who is personally known to me or provided as identification and who did not take an oath.
WITNESS my hand and official seal this 11th day of January 2022

Angela Love
Signature
Angela Love
Printed Name

Seal: Notary Public State of Florida
Angela Michelle Love
My Commission GG 195284
Expires 03/12/2022

RECEIVED
JAN 27 2022
CPA/AA/PUD 22-05
Land Development Divisi

For Staff Use Only
Date: Time: Initials:

Attachment: Applicant's Submittal with master plan (20318 : 5:05 CPA/AA/PUD-22-05 Dr. Michael D. Wilburn for D. B. Harrelson, Trustee of the

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: 1/11/22

* Written Authorization is required if Applicant is different than Owner.

Applicant*
Name: Dr. Michael D. Wilburn
Address: P.O. Box 938
City: Floral City
State: FL Zip: 34436
Home No.: _____ Cell No.: _____
Work No.: 352-726-4876 Fax No.: _____
Email: localengineeringinc@gmail.com

Property Owner
Name: Florida Land Trust 2427
Address: P.O. Box 938
City: Floral City
State: FL Zip: 34436
Home No.: _____ Cell No.: _____
Work No.: 352-726-4875 Fax No.: _____
Email: _____

Property Description: Section: 12 Township: 19 South Range: 20 East
Legal Description: 10027 E. Gulf to Lake Hwy, Inverness
Subdivision: Unrec Tracts 12-19S-20E Lot(s): _____ Block/Parcel: _____
Alternate Key #: 2998610 Parcel ID: 20E19S1234100
Acreage: 2.57

✓ Amendment to the Land Development Code Atlas From: _____ To: _____
_____ 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 ✓
If "Yes", explain on a separate sheet and attach a copy of the Notice of Violation.

Applicant Request(s): LDR → ~~CAC~~ CLC

Directions to Property: R/T 44E, U Turn at S. Shad Terr, 10027 on R

The Applicant is: _____ Owner of Tract ✓ Agent for Property Owner
_____ One-Owner Among Several _____ Other (specify)

I am aware that if the property cannot be located using information from the submitted application, this application may be rescheduled to a later hearing date. I also understand that a sign must be placed (and marking flags may be placed) on the property by the Land Development Division at least seven days prior to the scheduled meeting
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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 Dr. Michael D. Wilburn, who is personally known to me or provided _____ as identification and who did not take an oath.

WITNESS my hand and official seal this 11th day of January, 2022

Angela Love
Printed Name
Angela Love
Notary Public - State of Florida

Seal: Notary Public State of Florida Angela Michelle Love My Commission GG 195284 Expires 03/12/2022

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JAN 27 2022
CPA/AA/PUD 22-05
Land Development Division

For Staff Use Only
Date: _____
Time: _____
Initials: _____

ATF: _____ GFLUM Des: _____
QTR: _____ FZ: _____
LUD: _____

Revised July, 2017
Page 1 of 1

Attachment: Applicant's Submittal with master plan (20318 : 5:05 CPA/AA/PUD-22-05 Dr. Michael D. Wilburn for D. B. Harrelson, Trustee of the

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CPA/AA/PUD-22-05
FEB 15 2022

Land Development Division

SITE ADDRESS:
10027 E GULF TO LAKE HWY
INVERNESS, FL

SITE DATA

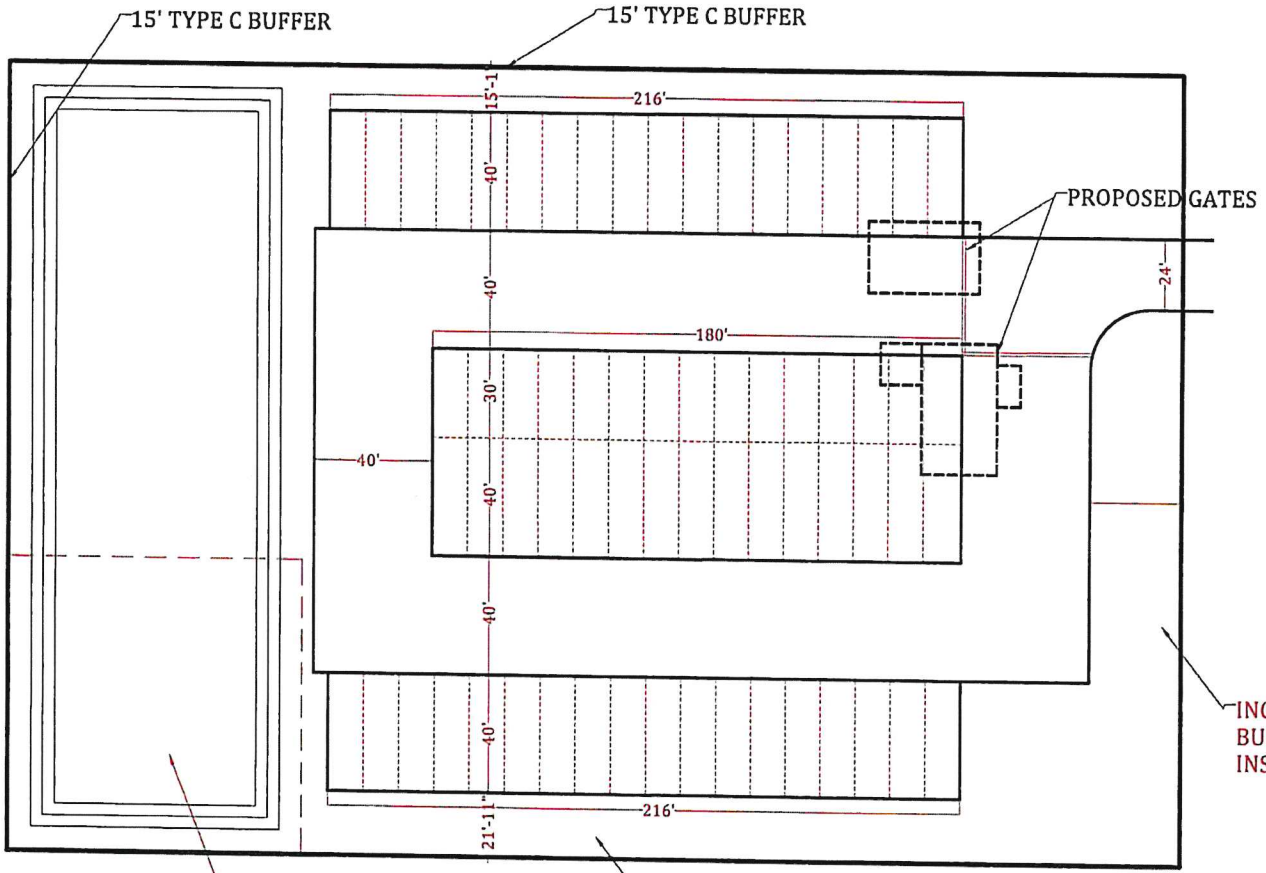
PARCEL AREA = 111,949 SF / 2.57 ACRES

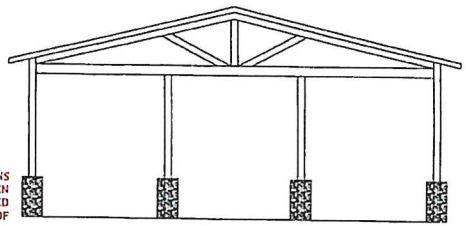
IMPERVIOUS SURFACE AREAS

PROPOSED COVERED STORAGE AREAS = 29,880 SF
PROPOSED ASPHALT AREAS = 27,998 SF
PROPOSED TOTAL NEW IMPERVIOUS = 57,878 SF

PROPOSED FLOOR AREA RATIO = 26.69%
PROPOSED IMPERVIOUS SURFACE RATIO = 51.70%

NO OFFICE LOCATION ON SITE.





24"X24"X40" STONE COLUMNS
8X8 POSTS PAINTED WITH OPEN FRAME HEAVY TIMBER TRUSS PAINTED RUSTIC WOOD COLOR W/METAL ROOF

DESIGN
DRAFTING
INSPECTIONS
ENGINEERING

LOCAL ENGINEERING, INC.
PO BOX 938
FLORAL CITY, FL 34436
PHONE (352)-697-5384

PAGE 1 of 1
SCALE: 1"=40'
DATE: 1/4/21
JOB: 21-2427

2427 CONCEPTUAL

LOCAL ENGINEERING, INC.

CERTIFICATE OF AUTH.
32355

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. CNC, MDR, IND, etc.).

   Designation: CLC

7. A map shall be submitted that shows all of the following:
   a. The boundary of the property plus all surrounding streets and roads.
   b. The existing use of the property and the surround properties.
   c. The designation of the existing property and the surrounding properties as it appears on the Future Land Use Map (FLUM).
   d. The designation of the existing property and the surrounding properties as it appears on the Land Development Code Atlas.

8. Letters from public facilities to the property and how much of a demand on those facilities this proposed change would create shall be submitted. Provide letters from the following public facilities:

   Sanitary Sewer: N/A

   Potable Water: N/A

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Attachment: Applicant's Submittal with master plan (20318 : 5:05 CPA/AA/PUD-22-05 Dr. Michael D. Wilburn for D. B. Harrelson, Trustee of the

Board of County Commissioners
Department of Growth Management
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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: Y STORMWATER

Solid Waste: YES AVAILABLE

9. Are there any anticipated impacts on Affordable Housing in Citrus County? ____Yes ✓ No
If YES, describe what the impacts are anticipated to be and how you plan to address them.

10. Is this amendment compatible with the objectives and policies of the Future Land Use Element and other elements that may be affected by this proposed change? ____Yes ✓ No

11. Briefly describe those objectives and policies that pertain to this application and how this proposal is compatible or is not compatible with them.

Objective:

Policy:

Policy:

Objective:

Policy:

Policy:

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Land Development Division

11. Any additional information that may apply to this application.

Attachment: Applicant's Submittal with master plan (20318 : 5:05 CPA/AA/PUD-22-05 Dr. Michael D. Wilburn for D. B. Harrelson, Trustee of the

CPA/AA/PUD-22-05

Dr. Michael Wilburn for Florida Land Trust 2427

Attachment: Planner's powerpoint (20318 : 5:05 CPA/AA/PUD-22-05 Dr. Michael D. Wilburn for D. B.

Application #: CPA/AA/PUD-22-05	Applicant: Dr. Michael Wilburn for Florida Land Trust 2427/Harrelson
Proposal: CLR to CLC (Covered Storage)	Location: 10027 E Gulf to Lake Hwy., Inverness
LDC Atlas: Coastal and Lakes Residential (CLR)	S-T-R - 12-19-20 SW

Planner Initials: _____ Date: _____

Geographic Information Systems

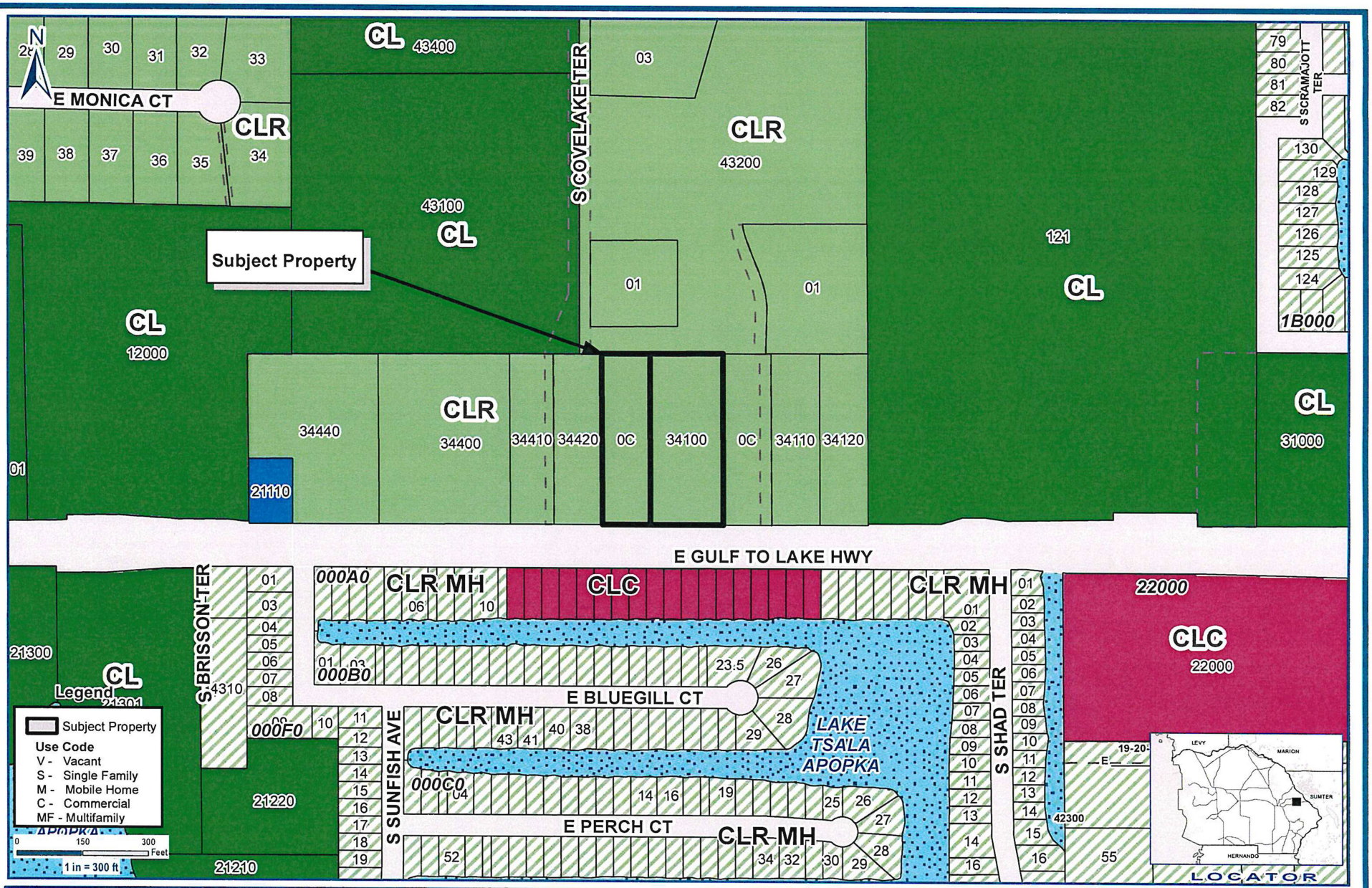
Cynthia P. Skelhorn
Director

Prepared By : Susan O'Connell
Date: February 21, 2022
Source: Enterprise Geodatabase
Map Number: SO001269

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

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

Attachment: Planner's powerpoint (20318 : 5:05 CPA/AA/PUD-22-05 Dr. Michael D. Wilburn for D. B.



Application #: CPA/AA/PUD-22-05	Applicant: Dr. Michael Wilburn for Florida Land Trust 2427/Harrelson
Proposal: CLR to CLC (Covered Storage)	Location: 10027 E Gulf to Lake Hwy., Inverness
LDC Atlas: Coastal and Lakes Residential (CLR)	S-T-R - 12-19-20 SW

Planner Initials: _____ Date: _____

Geographic Information Systems

Cynthia P. Skelhorn
Director

Prepared By : Susan O'Connell
Date: February 21, 2022
Source: Enterprise Geodatabase
Map Number: SO001268

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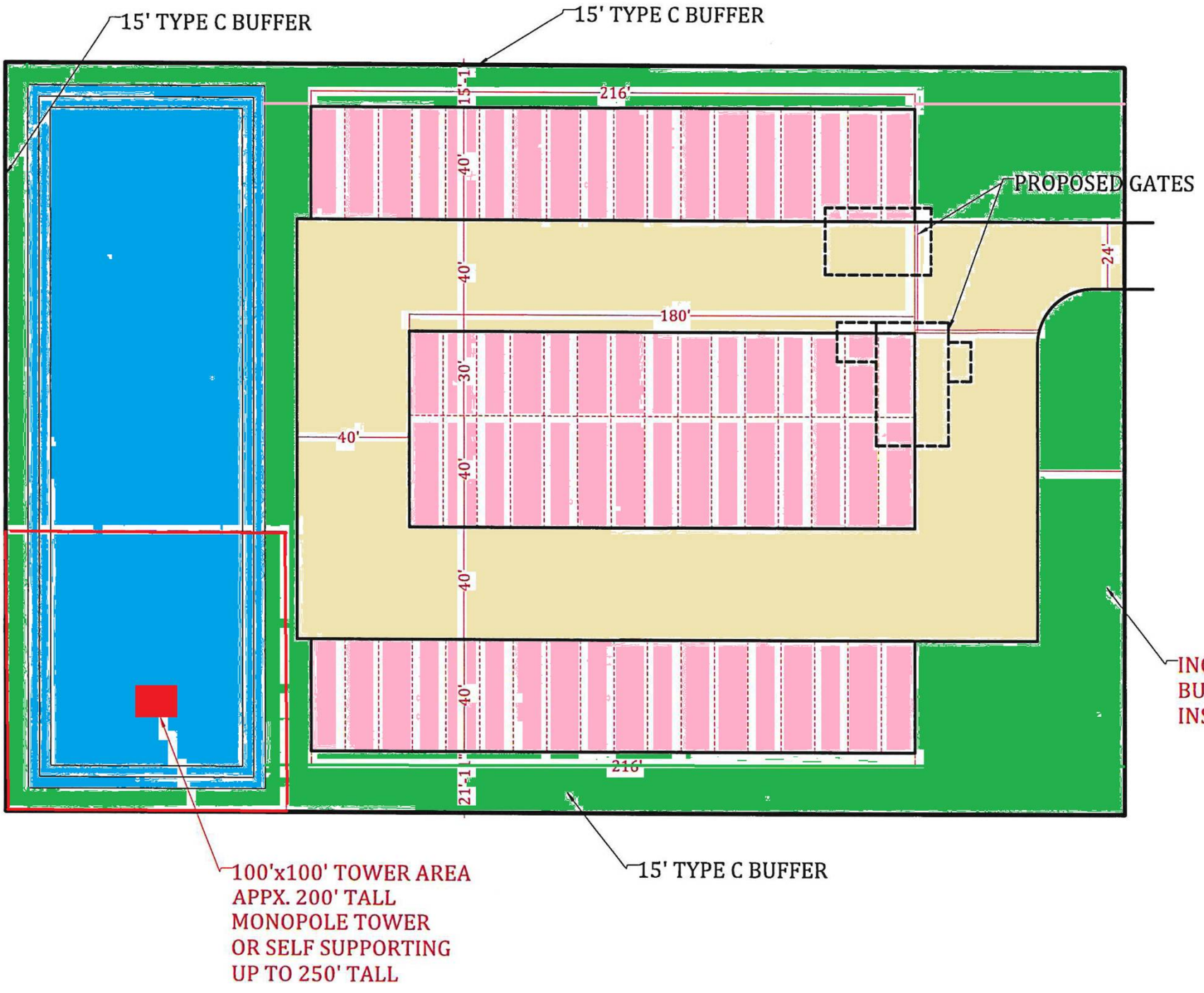

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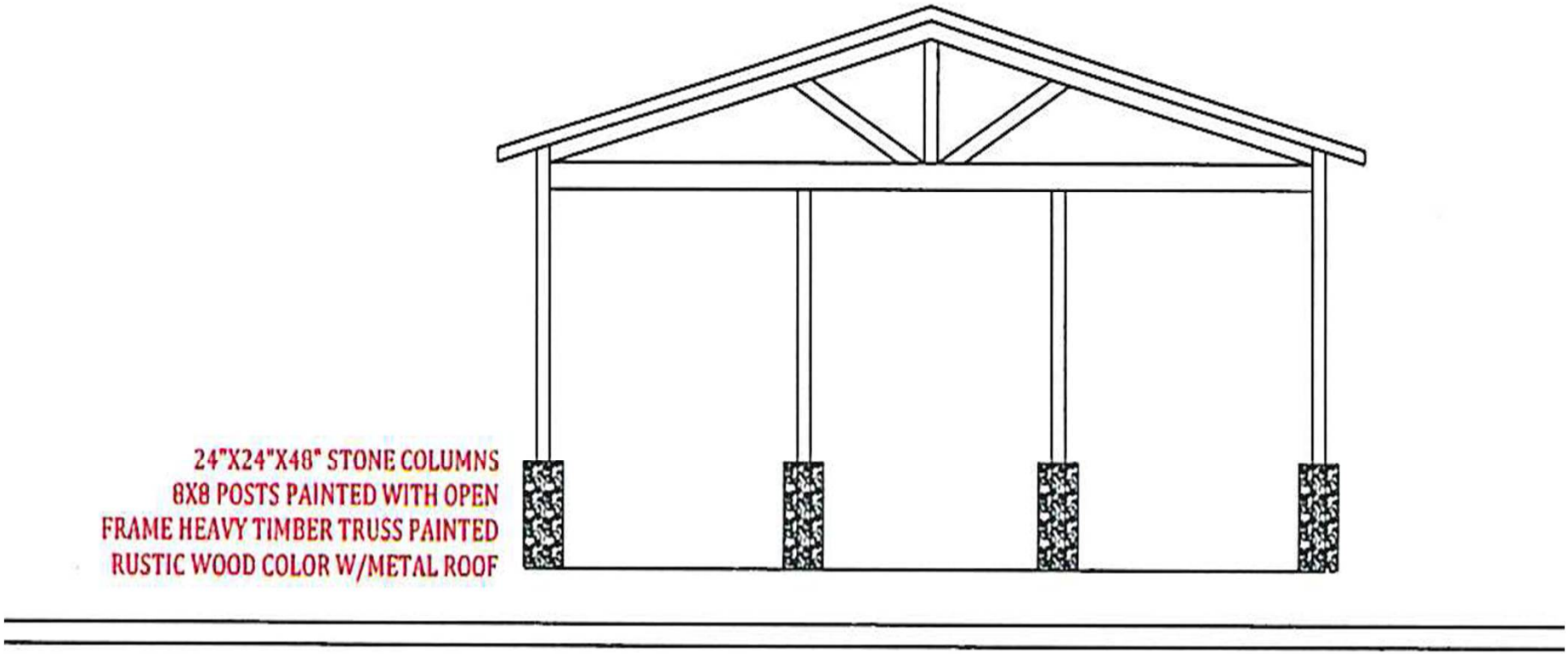

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PM2-22-35

DEPARTMENT OF GROWTH MANAGEMENT
2022 SMALL SCALE
COMPREHENSIVE PLAN AMENDMENT/ATLAS AMENDMENT
STAFF FINDINGS REPORT
TO THE
BOARD OF COUNTY COMMISSIONERS

APPLICATION NUMBER CPA/AA/PUD-22-05 Dr. Michael D. Wilburn for D. B. Harrelson, Trustee of the Florida Land Trust 2427 dated 12/1/2016

DATE: April 12, 2022

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 with a Planned Unit Development for covered storge and a telecommunications tower.

FUTURE LAND USE MAP REQUEST:	**From:** CL, Low Intensity Coastal and Lakes District **To:** CLC, Coastal and Lakes Commercial District
LAND USE ATLAS MAP REQUEST:	**From:** CLR, Coastal and Lakes Residential District **To:** CLC/PUD, Coastal and Lakes Commercial District with a Planned Unit Development for covered storage and a telecommunications tower
LOCATION:	Section 12, Township 19 South, Range 20 East, more specifically, Parcel 34100 and 34100-00C0 (Alternate Key Number 2998610), which address is 10027 E. Gulf to Lake Hwy, Inverness, Florida. A complete legal description of the property is on file with the Land Development Division.
ACREAGE:	Approximately 2.6 acres
SURROUNDING FUTURE LAND DESIGNATIONS:	North – CL, Low Intensity Coastal and Lakes District South – GNC, General Commercial District East – CL District West – CL District
SURROUNDING LAND DEVELOPMENT CODE ATLAS DESIGNATIONS:	North – CLR, Coastal and Lakes Residential District South – CLC, Coastal and Lakes Commercial District East – CLR District West – CLR District
SURROUNDING EXISTING LAND USES:	North – Single-family residence; vacant residential land South – E. Gulf to Lake Highway (SR-44); auto repair; shed sales East – residential driveway; house of worship West – single-family residence

Attachment: BCC Staff Report (20318 : 5:05 CPA/AA/PUD-22-05 Dr. Michael D. Wilburn for D. B. Harrelson, Trustee of the Florida Land Trust)

SOIL INFORMATION:	According to the *Soil Survey of Citrus County* (1988), the soil type in the area is primarily Basinger fine sand. Limitations to building development are severe due to wetness.
FLOOD ZONE:	The subject property appears to be located in Flood Zones AE and X as found on the current Flood Insurance Rate Map 12017C0357D.

BACKGROUND

The subject property under application totals approximately 2.6 acres and contains a single-family residence constructed in 1955 along with a detached garage from approximately 1987, both of which are to be removed for this proposed development.

There are some commercial uses in the area, particularly an auto repair/sales business and a shed sales center across SR-44 (both of which were constructed around 1985). There is also a house of worship built in 1986 that lies one lot to the east on the same side of SR-44 as this application. Although the site lies directly on SR-44, it has had a residential designation since at least 1986.

ANALYSIS

The request is to redesignate the subject property to the Coastal Lakes Commercial (CLC) District to accommodate covered storage and a telecommunications tower.

The subject property is not located within the Planned Service Area (PSA) but does lie within the Lakes and River Region as outlined in the Comprehensive Plan. As such, new General Commercial (GNC) designation cannot be granted, and accordingly the applicant has requested a designation of Coastal and Lakes Commercial (CLC) in this area.

Within the CLC district, proposed uses are described as water-related, water-dependent, or necessary for the support of the immediate population. The existing CL/CLR designation does not allow nonresidential uses, although this site is located on a major roadway where many non-residential uses are located. The addition of a Planned Unit Development (PUD) with this application provides assurance that the development will be compatible with the surrounding area.

SUMMARY OF AGENCY COMMENTS: No comments have been received from state agencies at this time.

SUMMARY OF PUBLIC COMMENTS: As of this writing, no comments have been received regarding this application.

REQUEST FOR LAND USE CHANGE

1. **Concurrency**

   a. Sanitary Sewer – Central sewer does not appear to be available; however, the applicant does not propose an on-site office for the use.
   b. Potable Water – Central water may not be available; however, the applicant does not propose an on-site office for the use.

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c. Solid Waste – The property will utilize commercial solid waste collection with disposal in the Citrus County landfill.
d. Drainage – The site will meet all requirements for stormwater.

2. **Consistency with the Land Development Code** –The safeguards from a PUD to further mitigate or reduce impacts from the provision of potential specific commercial uses have been provided.

3. **Consistency with Comprehensive Plan** – All development applications shall demonstrate complete compliance with the Comprehensive Plan.

Policy 17.2.11 Consistent with the Plan's basic strategy for protection of environmentally sensitive areas, the following guidelines shall apply to all development in the Coastal, Lakes and Rivers Region:

- No increase in residential density should be approved except for the Planned Development standards already contained in the plan, or as otherwise mitigated in the PORT district.
- No additional high intensity non-residential land uses shall be approved for this region. Specifically, new GNC and IND districts should be avoided.

Policy 17.6.14 Because the GNC district allows potentially high density/intensity development, it should not be located in areas of the County deemed to be environmentally sensitive areas. No new GNC shall be allowed in the Coastal, Lakes, and Rivers Region. New GNC shall be limited to the central ridge region.

Staff comment – This site lies in the Lakes and Rivers Region, and as such has requested a designation of CLC. This application would not result in an increase in residential density due to the accompanying PUD.

Policy 17.6.5 Specialized commercial needs, such as water-dependent and water-related uses, temporary accommodations for tourists and campers, as well as neighborhood commercial uses and services serving residential communities within the general Coastal, Lakes, and Rivers Areas shall be provided for within the Future Land Use Plan and standards for development provided within the LDC.

Staff comment – Within this area of the County, a covered storage facility may serve the needs of tourists and residents for boat and boat trailer storage, while the telecommunications tower may alleviate any potential gaps in cell phone coverage.

4. **Impacts on Affordable Housing** – The proposal does not appear to have any impacts on affordable housing.

5. **Compatibility with Adjacent Land Uses** – The subject property is on a Principal Arterial roadway in an area that contains both residential and non-residential uses. The site has an accompanying PUD to further define development.

Attachment: BCC Staff Report (20318 : 5:05 CPA/AA/PUD-22-05 Dr. Michael D. Wilburn for D. B. Harrelson, Trustee of the Florida Land Trust)

6. **Environmental** – There does not appear to be any environmental concerns, although the soil type and flood zone designation may require additional design at the time of permitting. If any gopher tortoises or other protected species are found onsite, the applicant will need to coordinate with Florida Fish and Wildlife Conservation Commission (FWC).

7. **Transportation** – The subject property currently takes access from E. Gulf to Lake Highway (SR-44), a paved, public (State-maintained), principal arterial roadway with an existing residential driveway apron. There is not currently a median opening in this area. The applicant will need to obtain non-residential driveway apron approval from FDOT for this project at the time of permitting.

PROPOSED FINDINGS OF FACT – LAND USE CHANGE

1. The request is to re-designate approximately 2.6 acres from CL to CLC on the Future Land Use Map, and from CLR to CLC/PUD on the LDC Atlas Map.

2. The subject property lies on a Principal Arterial roadway in an area with a mix of residential and non-residential uses.

3. Concurrency has been addressed for water, sewer, solid waste, and drainage.

REQUEST FOR A PLANNED UNIT DEVELOPMENT

Consistency with the Land Development Code (LDC):

Access Management/Transportation: The subject parcel currently obtains access from SR-44, a State-maintained principal arterial roadway. The Engineering Division has noted the following:

> *E. Gulf to Lake Hwy. (SR-44), a Principal Arterial roadway, has a posted speed limit of 55 MPH. The required driveway separation per Section 7150 of the LDC is 660 feet. The applicant will need to coordinate with FDOT regarding connection to their roadway. Cross access will not be required since the adjacent parcels are residential in use and/or land use/zoning classification.*

Impervious Surface/Stormwater: The impervious surface on the entire PUD site is indicated as approximately 51.7%, while the maximum allowable impervious surface in the CLC District is 50%.

- Deviation – Impervious Surface Ratio of 52% instead of 50%, as outlined on proposed Master Plan.

The applicant will need to demonstrate that the stormwater ponds/system onsite is adequate to accommodate the project before construction permits can be approved. This may include approval or an exemption from the Southwest Florida Water Management District (SWFWMD), or a stormwater design reviewed by Citrus County (as applicable). The Engineering Division has made the following comments:

> *A portion of the site at the rear of the property is in the AE flood zone. In addition to the non-residential stormwater criteria, flood volume compensation will be required per Section 6310.K, Developments in the 100-Year Flood Plain.*

Attachment: BCC Staff Report (20318 : 5:05 CPA/AA/PUD-22-05 Dr. Michael D. Wilburn for D. B. Harrelson, Trustee of the Florida Land Trust)

Floor Area Ratio: Floor Area Ratio is a measure of intensity on a site and is calculated by dividing the gross floor area by the area of the site. In this case, the proposed Floor Area Ratio is approximately 0.27, while the maximum Floor Area Ratio in the CLC district is 0.3. As such, this calculation is being met.

Landscaping/Buffers: A Type "C" buffer (15' minimum width with 20' preferred) would be required between the proposed use and the adjacent residential lots on three sides, and this is outlined on the Master Plan. A minimum 25' Type "C" buffer is required along SR-44, as outlined in LDC Section 3740.D.6.B, and this is also proposed on the Master Plan.

Foundation landscaping is required for at least 50% of the building frontage facing SR-44. This is not outlined but has been added as a recommended condition of approval.

A Type "C" buffer is required in the LDC between the drainage retention area and the access drive. This has not been provided and is suggested as a deviation based on the proposed project design.

- Deviation – No Type "C" buffer between drainage retention area and internal access drive(s).

Parking area(s) have not been proposed and an office is not present, so parking lot landscaping would not be warranted.

Façades: LDC Section 3745 outlines minimum façade requirements including façade standards for offsets/recesses, and detail features such as windows and materials. The Master Plan describes the covered storage as follows: *"24"x24"x48" stone columns, 8x8 posts painted with open frame heavy timber truss painted rustic wood color w/metal roof".*

- Deviation – Use of open frame structures with metal roof and stone columns, as outlined on the Master Plan.

Pedestrian Circulation/Sidewalks: As previously noted, a parking area and office are not proposed. The LDC also outlines pedestrian connectivity between public sidewalks and building entrances. In this case, the buildings are not fully enclosed so there are not any delineated entrances. The current residential driveway apron connects to the public sidewalk on SR-44, and staff would suggest that this connection continue.

Telecommunications Tower: The Master Plan proposes a new telecommunications tower, either a 200' monopole tower or a 250' lattice tower. Both types of towers may be permitted in the CLC land use district with PUD approval, with the following items noted:

- Search Radius – LDC Section 3750.E.12.b requires that the applicant demonstrate that the proposed telecommunications equipment cannot be accommodated in another tower or building within one-half mile. While this has not been provided, staff notes that the nearest telecommunications tower is approximately 10,400' away (a 250' lattice tower at 12163 E. Gulf to Lake Hwy). As this site is nearly two miles away and there are not any tall buildings in this search area, this requirement can be met.
- Height Limitations – LDC Section 3750.E.1.c notes that towers must be able to service at least three or more providers in order to exceed 120' in height, and a Conditional Use (or PUD as proposed here) is required in order to exceed 150' in height. With approval of this application, this standard can be met.

Attachment: BCC Staff Report (20318 : 5:05 CPA/AA/PUD-22-05 Dr. Michael D. Wilburn for D. B. Harrelson, Trustee of the Florida Land Trust)

- Separation – LDC Section 3750.E.3 notes separation from other towers as well as off-site uses as follows (the closest tower is a 250' lattice tower so that was used for tower separation calculations). The exact setback location of the proposed tower on the site has not been provided so has been estimated based on the minimum width buffer requirement.

Separation Type (for each tower type proposed)	**Requirement**	**Actual Separation (approx.)**
Between towers (monopole)	1500 feet	10,400 feet
Between towers (lattice)	5000 feet	10,400 feet
Improved Residential lands	312.50 feet (125% of highest proposed at 250')	**20' (site directly abuts improved residential on two sides)**
Vacant unplatted residential land	312.50 feet	**20' (site directly abuts vacant unplatted land to the east)**
Nonresidentially designated uses or lands	125' (or certified fall zone)	**100' (across SR-44) and 110' (to east)**

  - Deviation – Setbacks to offsite uses for proposed telecommunications tower, as outlined in previous table.

- Buffer planting around tower and equipment buildings – LDC Section 3750.E.9 requires a Type "D" buffer (20' minimum) without a wall to be installed around the base of a proposed tower. Currently, the site places the tower within the proposed DRA although a 15' Type "C" buffer is proposed on the west and north property lines. There appears to be adequate area to install a Type "D" buffer (without a wall) in this area, and a deviation has not been requested.
- Other Standards – If approved, the applicant will need to meet other tower standards at the time of permitting, including but not limited to, FCC/FAA certification, non-interference statement, and bonding.

Lighting, Fencing, Signage, etc.: The applicant has not proposed deviation from these standards. It is noted that a barbed wire and/or electrical fence is not allowable adjacent to residential lands, so perimeter fencing could not contain these materials. Any gating proposed would need to meet LDC standards at the time of permitting.

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, 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 recommend approval, approval with modifications and/or conditions, or disapproval of 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. *Covered storage and a telecommunications tower may be allowable in the CLC land use district with a Planned Unit Development. The proposed plan is consistent with the Comprehensive Plan provided adherence with the recommended conditions.*

Attachment: BCC Staff Report (20318 : 5:05 CPA/AA/PUD-22-05 Dr. Michael D. Wilburn for D. B. Harrelson, Trustee of the Florida Land Trust)

B. **Any development approved through the PUD application process, which is not designated a use in the respective land use district for the subject PUD parcel, shall be compatible with established or planned uses both within the development footprint and surrounding neighborhoods and property.** *The surrounding area is a mixture of residential and commercial uses. The applicant is proposing buffers along the lot lines adjacent to existing residential uses and will need to add an increased buffer around the telecommunications tower compound if this application is approved.*

C. **Accessory uses shall be permitted as set forth within the approved general concept plan or as found by the Board of County Commissioners to be compatible with an approved plan.** *Any future accessory uses would be subject to standards as outlined in the LDC and PUD Conditions.*

D. **Subsequent to the approval of a PUD, uses not enumerated may be permitted through amendment of the PUD and approved by the Board of County Commissioners.** *This site will require an amendment to this PUD for future uses.*

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 parcel can accommodate the proposed covered storage use with a minimal deviation for impervious surface but requires reduced setbacks to nearby uses for the proposed telecommunications tower.*

F. **Landscaping and design and maintenance shall follow the principles of *Florida Friendly Landscaping* ™ and the *Florida Yards and Neighborhoods (FYN) Homeowner Program* to reduce water use and fertilizer runoff.**

   1. **Planted turf grass and landscaping on residential lots shall be limited to a maximum of 50% of the upland portion of the lot.**

   2. **Turf grasses and landscape vegetation shall be common to the area and drought tolerant.** *The applicant will be required to maintain 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.** *As noted, buffering is proposed to meet LDC standards for the covered storage, with additional buffering suggested for the tower use.*

H. **The maximum height of structures, setbacks, and density within a PUD development shall be as specifically established by the Board of County Commissioners in its approval action.** *The covered storage site meets height and setback standards outlined in the LDC. The proposed telecommunications tower does not meet setbacks to off-site uses but is located nearly two miles from the nearest tower.*

I. **Approval of the proposed PUD development shall include approval of all maps, diagrams, tables, and reports submitted by the applicant.** *The applicant has submitted a Master Plan date-stamped February 15, 2022 for this application.*

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J. **A planned unit development will terminate within three years of the date of approval if either a site development plan or preliminary subdivision plat application is not filed with the county. If one of these applications is not filed within the specified time frame, the PUD shall be null and void.** *The applicant has not requested a deviation from this standard.*

PLANNING AND DEVELOPMENT COMMISSION (PDC) RECOMMENDATION: The Planning and Development Commission (PDC) discussed this application on April 7, 2022. The PDC recommended approval with conditions of the proposed request to amend the Future Land Use Map (FLUM) of the Citrus County Comprehensive Plan, to amend the Land Development Code Atlas Map, and to establish a Planned Unit Development. The PDC found that the application is consistent with the requirements of the LDC and consistent with the Comprehensive Plan. Granting this request will not adversely affect the public interest and would be generally compatible with adjacent properties and other properties in the district, provided adherence to the conditions outlined below.

1. The Planned Unit Development (PUD) shall allow for up to 29,880 SF of covered open storage as outlined on the Master Plan date-stamped received February 15, 2022, by the Land Development Division unless otherwise specified in these conditions. Construction shall take place in accordance with the criteria and requirements of the Citrus County Land Development Code (LDC), or as specifically outlined within these conditions or the Final Development Plan.
2. The PUD shall also allow placement of one telecommunications tower, either a monopole tower up to 200' in height or a lattice/self-supporting tower up to 250' in height, subject to FCC and FAA approval. The tower will need to meet all LDC requirements for a telecommunications tower at the time of permitting, with the exception of separation from off-site uses.
3. Access to the site shall be from E. Gulf to Lake Highway (SR-44) as outlined on the Master Plan and is subject to approval from the Florida Department of Transportation (FDOT). Any gating must meet the standards of the LDC, and cross-access is not required to the adjacent residential uses.
4. In addition to the non-residential stormwater criteria, flood volume compensation will be required per Section 6310.K, Developments in the 100-Year Flood Plain.
5. Impervious Surface Ratio on the site shall not exceed 52%, as outlined on the Master Plan date-stamped received February 15, 2022, by the Land Development Division.
6. Foundation landscaping shall be provided along at least 50% of the building frontage facing SR-44, as outlined in the LDC.
7. Minimum 15' Type "C" buffers are required along the north, east and west property lines, and a minimum 25' Type "C" along SR-44, as outlined on the Master Plan date-stamped received February 15, 2022, by the Land Development Division. A Type "C" buffer is not required between the drainage retention area and the internal access drive(s).
8. In addition to or in conjunction with the buffers outlined in Condition #7, a minimum 20' Type "D" buffer (without a wall) must be installed around the proposed tower complex.

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9. The site may utilize open frame structures with metal roof and stone columns, as outlined on the Master Plan date-stamped received February 15, 2022, by the Land Development Division.

10. Where standards are not specified herein, the Citrus County Land Development Code standards (or current code standards) will apply.

11. Minor modifications to this Master Plan of Development may be approved by the Director of the Land Development Division as outlined within Section 4304 of the LDC.

JLC/cb

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