Hernando County

Board of County Commissioners

Regular Meeting

Minutes

September 9, 2025

CALL TO ORDER

The meeting was called to order at 8:30 a.m. on Tuesday, September 9, 2025, in the John Law Ayers County Commission Chambers, Government Center, Brooksville, Florida.

Attendee Name	Title
Brian Hawkins	Chairman
Jerry Campbell	Vice Chairman
John Allocco	Second Vice Chairman
Ryan Amsler	Commissioner
Steve Champion	Commissioner
Toni Brady	Deputy County Administrator
Carla Burrmann	Aquatic Services Manager
Todd Crosby	Assistant County Engineer
Scott Harper	Solid Waste Services Manager
Paul Hasenmeier	Public Safety Director/Fire Chief
Scott Herring	Public Works Director/County Engineer
Dominique Holmes	Public Information Officer
Jon Jouben	County Attorney
Christopher Linsbeck	Community Services Director
Gordon Onderdonk	Utilities Director
Valerie Pianta	Economic Development Director
Veda Ramirez	Housing and Supportive Services Director
Jeffrey Rogers	County Administrator
Carla Rossiter-Smith	Chief Procurement Officer
Heidi Prouse	Deputy Clerk

Invocation

Pledge of Allegiance

COUNTY ATTORNEY JON JOUBEN

Attorney/Client Executive Session to Discuss to Litigation Strategy in Case of Hernando County vs. Hernando County Fair Association, Inc.

Proof of publication of Notice to Public of Attorney/Client Session was noted announcing that the Board would discuss litigation strategy pertaining to Hernando County vs. Hernando

County Fair Association, Inc., Hernando County Circuit Court Case No. H-27-CA-2021-1454.

The attending parties would include all Board members; County Administrator Jeffrey Rogers; Deputy County Administrator Toni Brady; Community Services Director Christopher Linsbeck; County Attorney Jon Jouben; and Assistant County Attorney Melissa Tartaglia. The attorney/client session was closed to the public. The entire session was recorded by a certified court reporter and the transcript would be filed with the Clerk of Circuit Court. Said transcript would remain sealed until the litigation has concluded.

RECESS/RECONVENE

The Board recessed into Executive Session at 8:35 a.m., in the Second Floor Conference Room, Room 261, Government Center, and reconvened at 9:15 a.m.

AGENDA

Motion
To approve the Agenda.

RESULT:	**ADOPTED**
MOVER:	Steve Champion
SECONDER:	Jerry Campbell
AYES:	Hawkins, Campbell, Allocco, Amsler and Champion

ELECTED OFFICIALS

Hernando County Sheriff Al Nienhuis provided an update regarding Animal Services.

CITIZENS' COMMENTS

Citizens commented on various topics and issues.

BOARD/STAFF RESPONSES

The Board and/or staff responded to questions and concerns expressed during Citizens' Comments.

There was Board consensus to direct the staff to bring back an agenda item regarding the status of the Waterways Advisory Committee for discussion at a future Board meeting.

CONSENT AGENDA

Low Income Pool Letter of Agreement and Intergovernmental Transfer Questionnaire on Behalf of Premier Community Health Care Group and State Agency for Health Care Administration for FY 2025-26

Purchase Order Agreement With Lutheran Services Florida, Inc., d/b/a LSF Health Systems for Funding of Community Paramedicine Program and Mental Health and Substance Abuse Resource Coordination From Florida Opioid Allocation and Statewide Response Agreement a/k/a Opioid Settlement

Ratification of Application to America 250 Grant Program for Proposed, Voices of Liberty: Civic Literacy and Living History at the Library, Initiative for Library Services Department

Ratification of Donation Agreement Through County Travel Trailer Unit Program for Disaster Housing Relief

Ratification of Transit Administrator's Execution of State Department of Transportation Public Transportation Grant Agreements for Fiscal Year 2025

Request to Apply for Firehouse Subs Public Safety Foundation Grant for Purchase of Multi-Purpose Boots for Hernando County Fire Rescue and Emergency Services

Tourist Development Council Special Events Marketing Grant Award to Promote Florida's Adventure Coast Events for FY 2025

Utility Agreement Between Hernando County Water and Sewer District and Lennar Homes, LLC, for Freedom Ridge Offsite Improvements to Coastal Way Pump Station and Oversizing of Offsite Utilities for Utilities Department

Approval of Minutes for Strategic Plan Meeting of July 31, 2025

Approval of Minutes for Land Use Meeting of August 5, 2025

Declaration of Various Tangible Property as Surplus for Disposal and Removal From Fixed Asset Inventory

Transmittal of List of Accounts Payable Disbursements for Weeks Ended August 1, 2025, and August 8, 2025

Acceptance of Perpetual Utility Easement From CFT NV Developments, LLC, a/k/a Panda Express With Hernando County Water and Sewer District for Existing Utility Infrastructure Located at 7165 Mariner Boulevard

Resolution Proclaiming September 15, 2025, Through October 15, 2025, as Hispanic Heritage Month

Resolution Proclaiming September 17, 2025, Through September 23, 2025, as Constitution Week

Motion
To approve the Consent Agenda (Resolution Nos. 2025-152 and 2025-153).

RESULT:	**ADOPTED**
MOVER:	Steve Champion
SECONDER:	Ryan Amsler
AYES:	Hawkins, Campbell, Allocco, Amsler and Champion

CORRESPONDENCE TO NOTE

Notice of Purchasing Policy Exceptions for July 2025

Transmittal of Emerald Creek Community Development District FY 2025-26 Meeting Schedule

Transmittal of Somerset Bay Community Development District Final Adopted Budget for FY 2025-26

Transmittal of Somerset Bay Community Development District FY 2025-26 Meeting Schedule

Transmittal of Waterford Community Development District Final Adopted Budget for FY 2025-26

Transmittal of Waterford Community Development District FY 2025-26 Meeting Schedule

CHIEF PROCUREMENT OFFICER CARLA ROSSITER-SMITH

Award of Contract and Professional Services Agreement With Davies Claims North America, Inc., for Workers' Compensation Third Party Claims Administration Services for Human Resource Department (Contract No. 25-PS00995/AP; Amount: $101,325.00)

Award of Quote and Work Authorization Agreement With Goodwin Brothers Construction, Inc., for Companero Entra Phase 2 Water Main Reconstruction Project for Utilities Department (Contract No. 23-T00040/AP; Amount: $440,259.09)

Award of Quote and Work Authorization Agreement to Waller Construction, Inc., for Waterways Temporary Housing Modular Installation for Waterways Department (Contract No. 24-TFG00704/AP; Amount: $319,998.90)

This item was pulled and voted on separately.

Termination of Landfill Gas Purchase Agreement and Nullification of Wellfield Maintenance Agreement With Timberline Energy, LLC, and Bill of Sale With Timberline Energy, LLC, Pertaining to Northwest Solid Waste Landfill

Motion
To approve Item Nos. I-1, I-2 and I-4.

RESULT:	**ADOPTED**
MOVER:	Steve Champion
SECONDER:	Ryan Amsler
AYES:	Hawkins, Campbell, Allocco, Amsler and Champion

Award of Quote and Work Authorization Agreement to Waller Construction, Inc., for Waterways Temporary Housing Modular Installation for Waterways Department (Contract No. 24-TFG00704/AP; Amount: $319,998.90)

Motion
To deny.

RESULT:	**ADOPTED**
MOVER:	Steve Champion
SECONDER:	Ryan Amsler
AYES:	Campbell, Allocco, Amsler and Champion
NAYES:	Hawkins

RECESS/RECONVENE

The Board recessed at 11:15 a.m. and reconvened at 11:25 a.m.

ECONOMIC DEVELOPMENT DIRECTOR VALERIE PIANTA

Submittal of Application to Federal Economic Development Administration for FY 2025 Disaster Supplemental Grant for Critical Infrastructure Construction Runway Conversion Project at Brooksville-Tampa Bay Regional Airport

Motion
To approve the staff recommendation.

RESULT:	**ADOPTED**
MOVER:	John Allocco
SECONDER:	Ryan Amsler
AYES:	Hawkins, Campbell, Allocco, Amsler and Champion

PUBLIC INFORMATION OFFICER DOMINIQUE HOLMES

Legislative Priorities Requests for 2025-26 State Legislative Agenda and Proposed Policy Submissions for Florida Association of Counties

HOUSING AND SUPPORTIVE SERVICES DIRECTOR VEDA RAMIREZ

Non-Profit Construction Deferred Loan Agreement With Mid Florida Community Services, Inc., d/b/a You Thrive Florida Through State Housing Initiatives Partnership Program

Motion
To approve the staff recommendation.

RESULT:	**ADOPTED**
MOVER:	Ryan Amsler
SECONDER:	Steve Champion
AYES:	Hawkins, Campbell, Allocco, Amsler and Champion

UTILITIES DIRECTOR GORDON ONDERDONK

Request by Willie Twiggs for Water and Sewer Connection Fee Extended Payment Plan for Property Located at 3335 Shoal Line Boulevard

Motion
To approve the staff recommendation.

RESULT:	**ADOPTED**
MOVER:	Ryan Amsler
SECONDER:	Steve Champion
AYES:	Hawkins, Campbell, Allocco, Amsler and Champion

PUBLIC WORKS DIRECTOR/COUNTY ENGINEER SCOTT HERRING

Declaration of County Owned Property Located at 201 West Dr. Martin Luther King Jr. Boulevard as Surplus Property and Consideration of Ground Lease Agreement With Community Food Bank of Citrus County, Inc., for Rise Center Food Bank (Key #357884)

Motion
To declare the property as surplus.

RESULT:	**ADOPTED**
MOVER:	Steve Champion
SECONDER:	John Allocco
AYES:	Hawkins, Campbell, Allocco, Amsler and Champion

Comm. Campbell temporarily left the meeting and returned shortly thereafter.

Comm. Amsler made the following Motion.

Motion
To approve the staff recommendation.

The motion died for lack of a second.

Comm. Champion made the following Motion.

Motion
To continue the lease agreement with Community Food Bank of Citrus County, Inc., for Rise Center Food Bank, following a community discussion, a mailer and a grass roots production of notification, as well as notification on the site itself.

Comm. Campbell seconded the Motion.

(Note: County Administrator Jeffrey Rogers clarified that staff would bring the item back to the Board as soon as possible.)

RESULT:	**ADOPTED**
MOVER:	Steve Champion
SECONDER:	Jerry Campbell
AYES:	Hawkins, Campbell, Allocco, Amsler and Champion

RECESS/RECONVENE

The Board recessed at 1:55 p.m. and reconvened at 2:05 p.m.

Declaration of County Owned Property Located on Cedar Lane as Surplus Property and Consideration of Purchase Offer Submitted by Krishna Achugatla and Sudha Doma (Key #369327)

Motion
To approve the staff recommendation.

RESULT:	**ADOPTED**
MOVER:	Ryan Amsler
SECONDER:	Jerry Campbell
AYES:	Hawkins, Campbell, Allocco, Amsler and Champion

AQUATIC SERVICES MANAGER CARLA BURRMANN

Presentation by Putnam Land Conservancy Regarding Ridge Manor Gap Project

COMMUNITY SERVICES DIRECTOR CHRISTOPHER LINSBECK

Presentation and Discussion Regarding Structural Analysis Report for Linda Pedersen Park Observation Tower

Comm. Champion made the following Motion.

Motion
To approve and bond the project with tourism tax to repay the bond.

Comm. Champion restated his Motion as follows:

Restated Motion
To tear down the existing tower with funds we have set aside, and to design and fund the new tower based on bonding with tourism tax repaying it, to include public communication.

Chairman Hawkins seconded the Motion.

RESULT:	**ADOPTED**
MOVER:	Steve Champion
SECONDER:	Brian Hawkins
AYES:	Hawkins, Campbell, Allocco, Amsler and Champion

COUNTY ADMINISTRATOR JEFFREY ROGERS

2026 County Holiday Calendar and Board of County Commissioners Meeting Schedule

Motion
To approve the staff recommendation.

RESULT:	**ADOPTED**
MOVER:	Ryan Amsler
SECONDER:	Steve Champion
AYES:	Hawkins, Campbell, Allocco, Amsler and Champion

Appointment of Deanna Passarelli to Fine Arts Council Until December 31, 2029

Motion
To approve the staff recommendation.

RESULT:	**ADOPTED**
MOVER:	Steve Champion
SECONDER:	John Allocco
AYES:	Hawkins, Campbell, Allocco, Amsler and Champion

Update Regarding Ongoing Board Directives

BOARD OF COUNTY COMMISSIONERS

The Board commented on various issues.

ADJOURNMENT

The meeting was adjourned at 3:55 p.m.

Board of County Commissioners

AGENDA ITEM

Meeting: 09/09/2025
Department: County Attorney
Prepared By: Jon Jouben
Initiator: Jon Jouben
DOC ID: 16340
Legal Request Number:
Bid/Contract Number:

TITLE

Attorney/Client Executive Session to Discuss to Litigation Strategy in Case of Hernando County vs. Hernando County Fair Association, Inc.

BRIEF OVERVIEW

Pursuant to Section 286.011(8), Florida Statutes, the Board of County Commissioners will hold an attorney/client session to discuss a proposed settlement related to litigation pertaining to **Hernando County v. Hernando County Fair Association, Inc., Hernando County Circuit Court Case No. H-27-2021-CC-1454**, on **Tuesday, September 9, 2025, at 8:30 a.m.,** in Room 261 of the Hernando County Government Center, 20 North Main Street, Brooksville, Florida. The attending parties shall be all members of the Hernando County Board of County Commissioners: John Allocco, Ryan Amsler, Steve Champion, Jerry Campbell, and Brian Hawkins; County Administrator Jeff Rogers and Deputy County Administrator Toni Brady; Community Services Director Christopher Linsbeck; County Attorney Jon Jouben and Assistant County Attorney Melissa Tartaglia, attorneys for Hernando County. The attorney/client session is closed to the public. The entire session shall be recorded by a certified court reporter and the transcript shall be filed with the Clerk for the Board, Docket No. 25-01-BCC. Said transcript shall remain sealed until the cases have concluded.

Upon returning to public session, the Board may consider any action that may be necessitated, as a result of the attorney/client session.

FINANCIAL IMPACT

N/A

LEGAL NOTE

This “shade tree” session is conducted pursuant to Section 286.011(8), Florida Statutes.

RECOMMENDATION

N/A

REVIEW PROCESS

Albert Bertram	Approved	08/19/2025 3:45 PM
Pamela Hare	Approved	08/21/2025 9:02 AM
Jon Jouben	Approved	08/21/2025 4:29 PM
Christopher Linsbeck	Approved	08/22/2025 1:51 PM
Heidi Prouse	Approved	08/22/2025 5:12 PM
Toni Brady	Approved	08/26/2025 8:09 AM
Jeffrey Rogers	Approved	08/26/2025 11:46 PM
Colleen Conko	Approved	08/27/2025 10:36 AM

Hernando Sun
Your Weekly Local Newspaper.

THE HERNANDO SUN; Published Weekly

Brooksville Hernando County FLORIDA

PUBLISHER'S AFFIDAVIT OF PUBLICATION
STATE OF FLORIDA
COUNTY OF HERNANDO :

Before the undersigned authority, Julie B. Maglio, personally appeared, who on oath, says that she is Editor of the Hernando Sun, a weekly newspaper published at Brooksville in Hernando County, Florida, that the attached copy of the advertisement, being a
CLK25-110 NOTICE TO PUBLIC OF ATTORNEY/CLIENT SESSION

in the matter of
Hernando County Circuit Court Case No. H-27-CA-2021-1454, on Tuesday, September 9, 2025, at 8:30 a.m.

was published in said newspaper by print in the issue(s) of:
August 29, 2025

and/or by publication on the newspaper's publicly available website, if authorized, on August 29, 2025

Affiant further says that the newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

(Signature of Affiant)

Sworn to and subscribed before me
This 2nd day of September, 2025.

(Signature of Notary Public)

LISA M. MACNEIL
Commission # HH 254975
Expires April 19, 2026

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known ✓ or

produced identification_____

Type of identification produced_____

CLK25-110

NOTICE TO PUBLIC OF ATTORNEY/CLIENT SESSION

NOTICE IS HEREBY GIVEN that pursuant to Section 286.011(8), Florida Statutes, the Board of County Commissioners of Hernando County, Florida, will hold an attorney/client session to discuss a proposed settlement related to litigation pertaining to Hernando County v. Hernando County Fair Association, Inc., **Hernando County Circuit Court Case No. H-27-CA-2021-1454, on Tuesday, September 9, 2025, at 8:30 a.m.,** in Room 261 of the Hernando County Government Center, 20 North Main Street, Brooksville, Florida. The attending parties shall be all members of the Hernando County Board of County Commissioners: John Allocco, Ryan Amsler, Steve Champion, Jerry Campbell, and Brian Hawkins; County Administrator Jeff Rogers and Deputy County Administrator Toni Brady; Community Services Director Christopher Linsbeck; County Attorney Jon Jouben and Assistant County Attorney Melissa Tartaglia, Attorneys for Hernando County. The attorney/client session is closed to the public. The entire session shall be recorded by a certified court reporter and the transcript shall be filed with the Clerk for the Board, Docket No. 25-01-BCC. Said transcript shall remain sealed until the case has concluded.

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA
/s/ (SEAL)
Douglas A. Chorvat, Jr., Clerk
By: Heidi Prouse, Deputy Clerk

Published: August 29, 2025

Board of County Commissioners

AGENDA ITEM

Meeting: 09/09/2025
Department: Health and Human Services
Prepared By: Veda Ramirez
Initiator: Veda Ramirez
DOC ID: 16292
Legal Request Number: 2025-432
Bid/Contract Number:

TITLE
Low Income Pool Letter of Agreement and Intergovernmental Transfer Questionnaire on Behalf of Premier Community Health Care Group and State Agency for Health Care Administration for FY 2025-26

BRIEF OVERVIEW
Housing and Supportive Services has attached two copies of the Low Income Pool Letter of Agreement from the Agency of Health Care Administration. The Letter of Agreement by and between Hernando County on behalf of Premier Community Health Care Group and the State of Florida Agency of Health Care Administration (Agency) is for participation in the Medicaid Low Income Pool (LIP).

Per House Bill, the General Appropriation Act of SFY2025-2026, passed by the 2025 Florida Legislature, the Intergovernmental Transfer (IGT) provider and the Agency agree that the IGT provider will remit IGT funds to the Agency in the amount not to exceed the total of $200,000. The deadline for the Agency is October 2025.

The Board and the Agency further agree that these IGT funds will be used to increase the provision of health services for charity care in Hernando County and the State of Florida at Large. Annual payments for the month of July 2025 through June 2026 are due to the agency no later than October 2026, unless an alternative plan is specifically approved by the Agency.

FINANCIAL IMPACT
Funds not to exceed $200,000, are in the proposed FY 2026 budget and will come from:

Expenses:
Fund: 1141 - Health Unit Trust Fund, **Department: 03941** - Health Department, **Account: 5808101** - Aid to Govt Agencies

LEGAL NOTE
The Board has the authority to act on this matter pursuant to Chapter 125, Florida Statute.

RECOMMENDATION
It is recommended that the Board approve this action and authorize the Chairman's signature on the attached Low Income Pool Letter of Agreement and Intergovernmental Transfer Questionnaire.

REVIEW PROCESS

Veda Ramirez	Approved	08/11/2025 5:32 PM
Albert Bertram	Delegated	08/13/2025 9:01 AM
Erin Dohren	Approved	08/14/2025 3:09 PM
Albert Bertram	Approved	08/15/2025 10:26 AM

Pamela Hare	Approved	09/03/2025	3:01 PM
Michael Cowan	Approved	09/03/2025	3:04 PM
Heidi Prouse	Approved	09/03/2025	4:51 PM
Toni Brady	Approved	09/03/2025	7:41 PM
Jeffrey Rogers	Approved	09/03/2025	9:11 PM
Colleen Conko	Approved	09/04/2025	8:11 AM

RESULT:	**ADOPTED**
MOVER:	Steve Champion
SECONDER:	Ryan Amsler
AYES:	Hawkins, Campbell, Allocco, Amsler and Champion

Low Income Pool Letter of Agreement

THIS LETTER OF AGREEMENT (LOA) is made and entered into in duplicate on the _____ day of_____2025, by and between **Hernando County Board of County Commissioners** (the "IGT Provider") on behalf of **Premier Community HealthCare Group** and the State of Florida, **Agency for Health Care Administration** (the "**Agency**"), for good and valuable consideration, the receipt and sufficiency of which is acknowledged.

DEFINITIONS

"Charity care" or "uncompensated charity care" means that portion of hospital charges reported to the Agency for which there is no compensation, other than restricted or unrestricted revenues provided to a hospital by local governments or tax districts, regardless of the method of payment. Uncompensated care includes charity care for the uninsured but does not include uncompensated care for insured individuals, bad debt, or Medicaid and Children's Health Insurance Program (CHIP) shortfall. The state and providers that are participating in the Low Income Pool (LIP) will provide assurance that LIP claims include only costs associated with uncompensated care that is furnished through a charity care program and that adheres to the principles of the Healthcare Financial Management Association (HFMA) operated by the provider.

"Intergovernmental Transfers (IGTs)" means transfers of funds from a non-Medicaid governmental entity (e.g., counties, hospital taxing districts, providers operated by state or local government) to the Medicaid agency. IGTs must be compliant with 42 CFR Part 433 Subpart B.

"Low Income Pool (LIP)" means providing government support for safety-net providers for the costs of uncompensated charity care for low-income individuals who are uninsured. Uncompensated care includes charity care for the uninsured but does not include uncompensated care for insured individuals, "bad debt," or Medicaid and CHIP shortfall.

"Medicaid" means the medical assistance program authorized by Title XIX of the Social Security Act, 42 U.S.C. §§ 1396 et seq., and regulations thereunder, as administered in Florida by the Agency.

A. GENERAL PROVISIONS

1. Per Senate Bill 2500, the General Appropriations Act of State Fiscal Year 2025-2026, passed by the 2025 Florida Legislature, the IGT Provider and the Agency agree that the IGT Provider will remit IGT funds to the Agency in an amount not to exceed the total of **$200,00.00**.

   a. The IGT Provider and the Agency have agreed that these IGT funds will only be used to increase the provision of health services for the charity care of the IGT Provider and the State of Florida at large.

   b. The increased provision of charity care health services will be accomplished through the following Medicaid programs:

      i. LIP payments to hospitals, federally qualified health centers, Medical School Physician Practices, community behavioral health providers, and

rural health centers pursuant to the approved Centers for Medicare & Medicaid Services Special Terms and Conditions.

2. The IGT Provider will return the signed LOA to the Agency no later than October 1, 2025.

3. The IGT Provider will pay IGT funds to the Agency in an amount not to exceed the total of **$200,000.00**.

    a. Per Florida Statute 409.908, annual payments for the months of July 2025 through June 2026 are due to the Agency no later than October 31, 2025, unless an alternative plan is specifically approved by the agency.

    b. The Agency will bill the IGT Provider when payment is due.

4. The IGT Provider and the Agency agree that the Agency will maintain necessary records and supporting documentation applicable to health services covered by this LOA.

    a. Audits and Records

        i. The IGT Provider agrees to maintain books, records, and documents (including electronic storage media) pertinent to performance under this LOA in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided.

        ii. The IGT Provider agrees to ensure that these records shall be subject at all reasonable times to inspection, review, or audit by state personnel and other personnel duly authorized by the Agency, as well as by federal personnel.

        iii. The IGT Provider agrees to comply with public record laws as outlined in section 119.0701, Florida Statutes.

    b. Retention of Records

        i. The IGT Provider agrees to retain all financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to performance under this LOA for a period of six (6) years after termination of this LOA, or if an audit has been initiated and audit findings have not been resolved at the end of six (6) years, the records shall be retained until resolution of the audit findings.

        ii. Persons duly authorized by the Agency and federal auditors shall have full access to and the right to examine any of said records and documents.

iii. The rights of access in this section must not be limited to the required retention period but shall last as long as the records are retained.

c. Monitoring

i. The IGT Provider agrees to permit persons duly authorized by the Agency to inspect any records, papers, and documents of the IGT Provider which are relevant to this LOA.

d. Assignment and Subcontracts

i. The IGT Provider agrees to neither assign the responsibility of this LOA to another party nor subcontract for any of the work contemplated under this LOA without prior written approval of the Agency. No such approval by the Agency of any assignment or subcontract shall be deemed in any event or in any manner to provide for the incurrence of any obligation of the Agency in addition to the total dollar amount agreed upon in this LOA. All such assignments or subcontracts shall be subject to the conditions of this LOA and to any conditions of approval that the Agency shall deem necessary.

5. This LOA may only be amended upon written agreement signed by both parties. The IGT Provider and the Agency agree that any modifications to this LOA shall be in the same form, namely, the exchange of signed copies of a revised LOA.

6. The IGT Provider confirms that there are no pre-arranged agreements (contractual or otherwise) between the respective counties, taxing districts, and/or the providers to redirect any portion of these aforementioned charity care supplemental payments in order to satisfy non-Medicaid, non-uninsured, and non-underinsured activities.

7. The IGT Provider agrees the following provision shall be included in any agreements between the IGT Provider and local providers where IGT funding is provided pursuant to this LOA: “Funding provided in this Agreement shall be prioritized so that designated IGT funding shall first be used to fund the Medicaid program (including LIP or DSH) and used secondarily for other purposes.”

8. This LOA covers the period of July 1, 2025, through June 30, 2026, and shall be terminated September 30, 2026, which includes the state's certified forward period.

9. This LOA may be executed in multiple counterparts, each of which shall constitute an original, and each of which shall be fully binding on any party signing at least one counterpart.

LIP Local Intergovernmental Transfers (IGTs)	
Program / Amount	**State Fiscal Year 2025-2026**
Estimated IGTs	**$200,000.00**
Total Funding Not to Exceed	**$200,000.00**

WITNESSETH:

IN WITNESS WHEREOF, the parties have caused this (4) page Letter of Agreement to be executed by their undersigned officials as duly authorized.

HERNANDO COUNTY BOARD OF COMMISSIONERS

SIGNED BY: _____

NAME: Brian Hawkins

TITLE: Chairman

DATE: _____

STATE OF FLORIDA, AGENCY FOR HEALTH CARE ADMINISTRATION

SIGNED BY: _____

NAME: **Stephanie Scanlon**

TITLE: **Chief of Medicaid Program Finance**

DATE: _____

Approved as to form
and legal sufficiency
By: Michael Cowan
County Attorney's Office

Intergovernmental Transfers Questionnaire

IGT Provider Name:	Hernando County
Health Care Provider Name:	Premier Community Health Care Group
IGT Amount:	$200,000
State Fiscal Year Ending:	6/30/2026

1. What type of governmental entity is your organization considered? (county, city, hospital taxing district, or other)

   County

   If other, please explain

2. Does your organization have a relationship with the provider for which you contribute IGTs as named in the preamble of the enclosed Letter of Agreement (LOA)?

   Yes

   If yes, please describe your relationship, including services provided to/by the provider to/by the organization and any other financial transactions between the provider and the organization.

   Premier Community HealtCare Group is a Federally Qualified Health care Clinic in Hernando County that provides medical, behvioral, and dental health care to uninsured and underinsured residents of Hernando County

3. Please describe the source of the IGT funding for your organization, including whether the source is from a tax, a provider donation, or other funds. Provide the amount of funding from each source.

Source	Amount
County Funds (Tax)	$ 200,000
	$ -
	$ -

   If other, please explain

   a. Verify whether the funds are public funds as defined by 42 CFR § 433.51, and exclude any federal funds.

      Yes

      If no, please explain

4. Does your organization have taxing authority?

   Yes

5. If the source of IGT funding is from taxes, please answer the following questions:

a. Is the tax a state, county, city, or hospital district tax?

County

If other, please explain

b. What entities are taxed?

Hernando County Property Owners

c. What is the tax structure (i.e. property tax, percentage of revenue, assessment, etc.)?

Property Tax

d. What is the amount or percent of the tax?

$0

e. Does at least 85% of the burden of the tax revenue fall on health care providers as defined in 42 CFR §433.55? (Provide the total tax revenue and the health care provider tax burden) If so, please answer the following questions:

	Amount
Total Tax Burden	$ -
Healthcare Provider Tax Burden	$ -

0.00%

i) Is the tax broad based? A broad based tax can be defined as a tax that is imposed on at least all health care items or services in the class or providers of such items or services furnished by all non-Federal, non-public providers in the State, and is imposed uniformly, pursuant to 42 CFR § 433.68.

Yes

If no, please explain

ii) Is the tax uniform across all entities being taxed? Based on 42 CFR § 433.68, a health care-related tax will be considered to be imposed uniformly even if it excludes Medicaid or Medicare payments (in whole or in part), or both; or in the case of health care-related tax based on revenue or receipts with respect to a class of items or services, if it excludes either Medicaid or Medicare revenue with respect to a class of items or services, or both. The exclusion of Medicaid revenue must be applied uniformly to all providers being taxed.

Yes

If no, please explain

iii) Is the tax generally redistributive and a waiver of the broad-based or uniform tax requirement was granted in accordance with 42 CFR §433.68(e)?

Yes

If no, please explain

iv) Does the tax program comply with the hold harmless provisions included in 42 CFR § 433.68(f)?

Yes

If no, please explain

v) Does every tax paying entity receive a supplemental payment equal to or exceeding its tax cost?

No

If yes, please explain

6. Please answer the following regarding provider funds received from the healthcare entity and/or other health care entities.

a. Are provider voluntary payments or in-kind services received by the organization as defined in 42 CFR § 433.52?

No

b. How much of the organization's revenue is received from provider-related donations (Provide the total revenue and the provider-related donation amounts)?

	Amount
Total Revenue	$ -
Provider Related Donations	$ -

c. Do individual provider donations exceed $5,000 per year or $50,000 per year for a health care organizational entity?

No

If yes, please list the provider and payment amount.

Provider Name	Funding Source	Amount
		$ -
		$ -
		$ -

d. Does any portion of the provider donation constitute as a “bona fide donation” pursuant to 42 CFR § 433.54? 42 CFR § 433.54 requires donations will not be returned to the individual provider, the provider class, or related entity under a hold harmless provision.

No

e. Is there an agreement between the IGT provider and the health care entity? If so, please specify whether the agreement is written and provide the details.

7. Were funds utilized for the IGT specifically appropriated by the organization's board?

Yes

If yes, provide the board minutes and date of the appropriation.

I Brian Hawkins certify that the statements and information contained in this submittal are true, accurate, and complete.

Approved as to form and legal sufficiency
By: Michael Cowan
County Attorney's Office

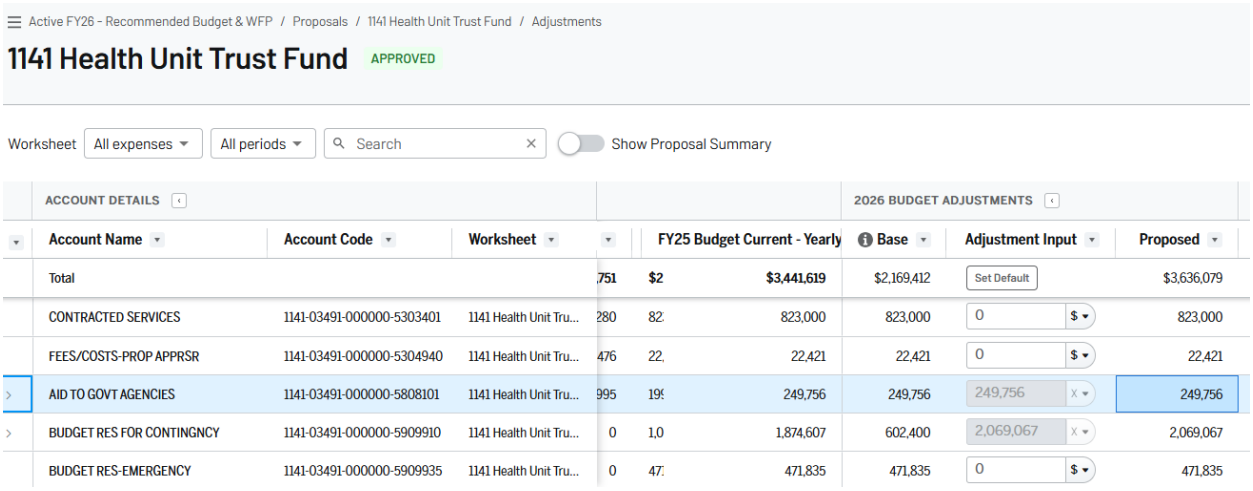
Signature of Officer or Administrator

Chairman

Title

Date

Budget Support for LS 16292



Active FY26 - Recommended Budget & WFP / Proposals / 1141 Health Unit Trust Fund / Adjustments

1141 Health Unit Trust Fund APPROVED

Worksheet | All expenses | All periods | Search | Show Proposal Summary

ACCOUNT DETAILS						2026 BUDGET ADJUSTMENTS		
Account Name	Account Code	Worksheet			FY25 Budget Current - Yearly	Base	Adjustment Input	Proposed
Total			751	$2	$3,441,619	$2,169,412	Set Default	$3,636,079
CONTRACTED SERVICES	1141-03491-000000-5303401	1141 Health Unit Tru...	280	82	823,000	823,000	0 $	823,000
FEES/COSTS-PROP APPRSR	1141-03491-000000-5304940	1141 Health Unit Tru...	476	22	22,421	22,421	0 $	22,421
AID TO GOVT AGENCIES	1141-03491-000000-5808101	1141 Health Unit Tru...	995	19	249,756	249,756	249,756 x	249,756
BUDGET RES FOR CONTINGNCY	1141-03491-000000-5909910	1141 Health Unit Tru...	0	1,0	1,874,607	602,400	2,069,067 x	2,069,067
BUDGET RES-EMERGENCY	1141-03491-000000-5909935	1141 Health Unit Tru...	0	47	471,835	471,835	0 $	471,835

Intergovernmental Transfers Questionnaire

IGT Provider Name:	Hernando County
Health Care Provider Name:	Premier Community Health Care Group
IGT Amount:	$200,000
State Fiscal Year Ending:	6/30/2026

1. What type of governmental entity is your organization considered? (county, city, hospital taxing district, or other)

   County

   If other, please explain

2. Does your organization have a relationship with the provider for which you contribute IGTs as named in the preamble of the enclosed Letter of Agreement (LOA)?

   Yes

   If yes, please describe your relationship, including services provided to/by the provider to/by the organization and any other financial transactions between the provider and the organization.

   Premier Community HealtCare Group is a Federally Qualified Health care Clinic in Hernando County that provides medical, behvioral, and dental health care to uninsured and underinsured residents of Hernando County

3. Please describe the source of the IGT funding for your organization, including whether the source is from a tax, a provider donation, or other funds. Provide the amount of funding from each source.

Source	Amount
County Funds (Tax)	$ 200,000
	$ -
	$ -

   If other, please explain

   a. Verify whether the funds are public funds as defined by 42 CFR § 433.51, and exclude any federal funds.

      Yes

      If no, please explain

4. Does your organization have taxing authority?

   Yes

5. If the source of IGT funding is from taxes, please answer the following questions:

a. Is the tax a state, county, city, or hospital district tax?

County

If other, please explain

b. What entities are taxed?

Hernando County Property Owners

c. What is the tax structure (i.e. property tax, percentage of revenue, assessment, etc.)?

Property Tax

d. What is the amount or percent of the tax?

$0

e. Does at least 85% of the burden of the tax revenue fall on health care providers as defined in 42 CFR §433.55? (Provide the total tax revenue and the health care provider tax burden) If so, please answer the following questions:

	Amount
Total Tax Burden	$ -
Healthcare Provider Tax Burden	$ -

0.00%

i) Is the tax broad based? A broad based tax can be defined as a tax that is imposed on at least all health care items or services in the class or providers of such items or services furnished by all non-Federal, non-public providers in the State, and is imposed uniformly, pursuant to 42 CFR § 433.68.

Yes

If no, please explain

ii) Is the tax uniform across all entities being taxed? Based on 42 CFR § 433.68, a health care-related tax will be considered to be imposed uniformly even if it excludes Medicaid or Medicare payments (in whole or in part), or both; or in the case of health care-related tax based on revenue or receipts with respect to a class of items or services, if it excludes either Medicaid or Medicare revenue with respect to a class of items or services, or both. The exclusion of Medicaid revenue must be applied uniformly to all providers being taxed.

Yes

If no, please explain

iii) Is the tax generally redistributive and a waiver of the broad-based or uniform tax requirement was granted in accordance with 42 CFR §433.68(e)?

Yes

If no, please explain

iv) Does the tax program comply with the hold harmless provisions included in 42 CFR § 433.68(f)?

Yes

If no, please explain

v) Does every tax paying entity receive a supplemental payment equal to or exceeding its tax cost?

No

If yes, please explain

6. Please answer the following regarding provider funds received from the healthcare entity and/or other health care entities.

a. Are provider voluntary payments or in-kind services received by the organization as defined in 42 CFR § 433.52?

No

b. How much of the organization's revenue is received from provider-related donations (Provide the total revenue and the provider-related donation amounts)?

	Amount
Total Revenue	$ -
Provider Related Donations	$ -

c. Do individual provider donations exceed $5,000 per year or $50,000 per year for a health care organizational entity?

No

If yes, please list the provider and payment amount.

Provider Name	Funding Source	Amount
		$ -
		$ -
		$ -

d. Does any portion of the provider donation constitute as a "bona fide donation" pursuant to 42 CFR § 433.54? 42 CFR § 433.54 requires donations will not be returned to the individual provider, the provider class, or related entity under a hold harmless provision.

No

e. Is there an agreement between the IGT provider and the health care entity? If so, please specify whether the agreement is written and provide the details.

7. Were funds utilized for the IGT specifically appropriated by the organization's board?

Yes

If yes, provide the board minutes and date of the appropriation.

I Brian Hawkins certify that the statements and information contained in this submittal are true, accurate, and complete.

Approved as to form and legal sufficiency
By: Michael Cowan
County Attorney's Office

Signature of Officer or Administrator

Chairman
Title

9-9-2025
Date

Low Income Pool Letter of Agreement

THIS LETTER OF AGREEMENT (LOA) is made and entered into in duplicate on the 9th day of September 2025, by and between **Hernando County Board of County Commissioners** (the "IGT Provider") on behalf of **Premier Community HealthCare Group** and the State of Florida, **Agency for Health Care Administration** (the "**Agency**"), for good and valuable consideration, the receipt and sufficiency of which is acknowledged.

DEFINITIONS

"Charity care" or "uncompensated charity care" means that portion of hospital charges reported to the Agency for which there is no compensation, other than restricted or unrestricted revenues provided to a hospital by local governments or tax districts, regardless of the method of payment. Uncompensated care includes charity care for the uninsured but does not include uncompensated care for insured individuals, bad debt, or Medicaid and Children's Health Insurance Program (CHIP) shortfall. The state and providers that are participating in the Low Income Pool (LIP) will provide assurance that LIP claims include only costs associated with uncompensated care that is furnished through a charity care program and that adheres to the principles of the Healthcare Financial Management Association (HFMA) operated by the provider.

"Intergovernmental Transfers (IGTs)" means transfers of funds from a non-Medicaid governmental entity (e.g., counties, hospital taxing districts, providers operated by state or local government) to the Medicaid agency. IGTs must be compliant with 42 CFR Part 433 Subpart B.

"Low Income Pool (LIP)" means providing government support for safety-net providers for the costs of uncompensated charity care for low-income individuals who are uninsured. Uncompensated care includes charity care for the uninsured but does not include uncompensated care for insured individuals, "bad debt," or Medicaid and CHIP shortfall.

"Medicaid" means the medical assistance program authorized by Title XIX of the Social Security Act, 42 U.S.C. §§ 1396 et seq., and regulations thereunder, as administered in Florida by the Agency.

A. GENERAL PROVISIONS

1. Per Senate Bill 2500, the General Appropriations Act of State Fiscal Year 2025-2026, passed by the 2025 Florida Legislature, the IGT Provider and the Agency agree that the IGT Provider will remit IGT funds to the Agency in an amount not to exceed the total of **$200,00.00**.

   a. The IGT Provider and the Agency have agreed that these IGT funds will only be used to increase the provision of health services for the charity care of the IGT Provider and the State of Florida at large.

   b. The increased provision of charity care health services will be accomplished through the following Medicaid programs:

      i. LIP payments to hospitals, federally qualified health centers, Medical School Physician Practices, community behavioral health providers, and

rural health centers pursuant to the approved Centers for Medicare & Medicaid Services Special Terms and Conditions.

2. The IGT Provider will return the signed LOA to the Agency no later than October 1, 2025.

3. The IGT Provider will pay IGT funds to the Agency in an amount not to exceed the total of **$200,000.00**.

    a. Per Florida Statute 409.908, annual payments for the months of July 2025 through June 2026 are due to the Agency no later than October 31, 2025, unless an alternative plan is specifically approved by the agency.

    b. The Agency will bill the IGT Provider when payment is due.

4. The IGT Provider and the Agency agree that the Agency will maintain necessary records and supporting documentation applicable to health services covered by this LOA.

    a. Audits and Records

        i. The IGT Provider agrees to maintain books, records, and documents (including electronic storage media) pertinent to performance under this LOA in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided.

        ii. The IGT Provider agrees to ensure that these records shall be subject at all reasonable times to inspection, review, or audit by state personnel and other personnel duly authorized by the Agency, as well as by federal personnel.

        iii. The IGT Provider agrees to comply with public record laws as outlined in section 119.0701, Florida Statutes.

    b. Retention of Records

        i. The IGT Provider agrees to retain all financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to performance under this LOA for a period of six (6) years after termination of this LOA, or if an audit has been initiated and audit findings have not been resolved at the end of six (6) years, the records shall be retained until resolution of the audit findings.

        ii. Persons duly authorized by the Agency and federal auditors shall have full access to and the right to examine any of said records and documents.

iii. The rights of access in this section must not be limited to the required retention period but shall last as long as the records are retained.

c. Monitoring

i. The IGT Provider agrees to permit persons duly authorized by the Agency to inspect any records, papers, and documents of the IGT Provider which are relevant to this LOA.

d. Assignment and Subcontracts

i. The IGT Provider agrees to neither assign the responsibility of this LOA to another party nor subcontract for any of the work contemplated under this LOA without prior written approval of the Agency. No such approval by the Agency of any assignment or subcontract shall be deemed in any event or in any manner to provide for the incurrence of any obligation of the Agency in addition to the total dollar amount agreed upon in this LOA. All such assignments or subcontracts shall be subject to the conditions of this LOA and to any conditions of approval that the Agency shall deem necessary.

5. This LOA may only be amended upon written agreement signed by both parties. The IGT Provider and the Agency agree that any modifications to this LOA shall be in the same form, namely, the exchange of signed copies of a revised LOA.

6. The IGT Provider confirms that there are no pre-arranged agreements (contractual or otherwise) between the respective counties, taxing districts, and/or the providers to redirect any portion of these aforementioned charity care supplemental payments in order to satisfy non-Medicaid, non-uninsured, and non-underinsured activities.

7. The IGT Provider agrees the following provision shall be included in any agreements between the IGT Provider and local providers where IGT funding is provided pursuant to this LOA: "Funding provided in this Agreement shall be prioritized so that designated IGT funding shall first be used to fund the Medicaid program (including LIP or DSH) and used secondarily for other purposes."

8. This LOA covers the period of July 1, 2025, through June 30, 2026, and shall be terminated September 30, 2026, which includes the state's certified forward period.

9. This LOA may be executed in multiple counterparts, each of which shall constitute an original, and each of which shall be fully binding on any party signing at least one counterpart.

LIP Local Intergovernmental Transfers (IGTs)	
Program / Amount	**State Fiscal Year 2025-2026**
Estimated IGTs	**$200,000.00**
Total Funding Not to Exceed	**$200,000.00**

WITNESSETH:

IN WITNESS WHEREOF, the parties have caused this (4) page Letter of Agreement to be executed by their undersigned officials as duly authorized.

HERNANDO COUNTY BOARD OF COMMISSIONERS

SIGNED BY: _____

NAME: Brian Hawkins

TITLE: Chairman

DATE: 9-9-2025

STATE OF FLORIDA, AGENCY FOR HEALTH CARE ADMINISTRATION

SIGNED BY: _____

NAME: **Stephanie Scanlon**

TITLE: **Chief of Medicaid Program Finance**

DATE: 10-6-25

Approved as to form
and legal sufficiency
By: Michael Cowan
County Attorney's Office

TITLE

Purchase Order Agreement With Lutheran Services Florida, Inc., d/b/a LSF Health Systems for Funding of Community Paramedicine Program and Mental Health and Substance Abuse Resource Coordination From Florida Opioid Allocation and Statewide Response Agreement a/k/a Opioid Settlement

BRIEF OVERVIEW

Hernando County requested funding for the Mobile Integrated Healthcare Community Paramedicine Program and Mental Health and Substance Abuse Resource Coordination and Quality Improvement from the Florida Opioid Allocation and Statewide Response Agreement for Non-Qualified County funding distributed by Department of Children and Families through Lutheran Services Florida, Health Systems.

Funds for the Mobile Integrated Healthcare Community Paramedicine were approved in the amount of $631,161.30 and funds for Mental Health and Substance Abuse Resource coordination and Quality improvement were approved in the amount of $211,200.00. Departments have all established the proposed funds in their Hernando County FY 2025-2026 budgets.

Staff recommends approving the attached purchase order agreement to fund these programs.

FINANCIAL IMPACT

Revenue:
Funding in the amount of $211,200 shall be deposited to:

Fund: 0011 - General Fund, **Department: 03721** - HHS-QLTY Improv & Care CORD, **Account: 3469001** - CHG For SVCS-Human Svcs

Funding in the amount of $631,161.30 shall be deposited to

Fund: 1691 - HC Fire Rescue-Rescue, **Department: 02495** - HCFR-Paramedicine PGM, **Account: 3426004** - Ambulance-Contract Svc

Expense:

Fund: 0011 - General Fund, **Department: 03721** - HHS-QLTY Improv & Care CORD, **Account:** Various totaling $211,200

Fund: 1691 - HC Fire Rescue-Rescue, **Department: 02495** - HCFR-Paramedicine PGM, **Account:** Various totaling $631,161.30

LEGAL NOTE
The Board has authority to act on this matter pursuant to Chapter 125, Florida Statutes.

RECOMMENDATION
It is recommended that the Board approve and authorize the Chairman's signature on the attached purchase order agreement for the funding of the Community Paramedicine Program and mental health and substance abuse resource coordination.

REVIEW PROCESS

Veda Ramirez	Approved	08/07/2025 5:34 PM
Kelly Trout	Approved	08/12/2025 10:07 AM
Paul Hasenmeier	Approved	08/13/2025 9:13 AM
Erin Briggs	Approved	08/15/2025 12:40 PM
Shaun Kusnierczak	Approved	08/18/2025 4:44 PM
Carla Rossiter-Smith	Delegated	08/20/2025 3:06 PM
Erin Briggs	Approved	08/29/2025 10:32 AM
Albert Bertram	Delegated	08/29/2025 11:38 AM
Erin Dohren	Approved	09/02/2025 9:49 AM
Albert Bertram	Approved	09/03/2025 8:58 AM
Carla Rossiter-Smith	Approved	09/03/2025 2:18 PM
Pamela Hare	Approved	09/03/2025 3:36 PM
Michael Cowan	Approved	09/03/2025 4:43 PM
Heidi Prouse	Approved	09/03/2025 5:01 PM
Toni Brady	Approved	09/03/2025 7:42 PM
Jeffrey Rogers	Approved	09/03/2025 10:40 PM
Colleen Conko	Approved	09/04/2025 8:12 AM

RESULT: **ADOPTED**
MOVER: Steve Champion
SECONDER: Ryan Amsler
AYES: Hawkins, Campbell, Allocco, Amsler and Champion

HEALTH
SYSTEMS

Submission of Information

Request for Changes from Currently Contracted Network Service Providers or Request for Funding from Uncontracted Service Providers

Introduction

LSF Health Systems (LSFHS) is the Managing Entity for the Florida Department of Children and Families (DCF) Substance Abuse and Mental Health (SAMH) programs in the Northeast and North Central Florida Region. LSFHS is responsible for the administration of mental health and substance abuse treatment programs for the underserved populations creating a safety net for vulnerable consumers.

Each program serves the neediest individuals that meet DCF's SAMH target population criteria in the Northeast and North Central region and provides for a comprehensive array of outpatient, inpatient and residential services including, but not limited to; therapy, case management, medication management, residential, room and board, crisis and emergency support, prevention, intervention, outreach, peer services, supported housing, and supported employment.

LSFHS uses the Submission of Information process for the following:

- Requests for funding from uncontracted service providers;
- Requests for restoration of funds pulled due to lapse;
- Requests for changes to programming;
- Request for shifts between funding areas;
- Requests for an increase in funding for any reason.

It is the policy for contracted Network Service Providers to provide information and justification for any of the above circumstances. LSFHS accepts submissions from providers at any time and may also initiate this process due to a specific funding concern within the system of care including the need to redistribute lapsed funding.

Submissions shall be submitted to the Network Service Provider's assigned Network Manager via email. LSFHS Management Team will review all submissions, conduct an analysis of the impact of the request, and provide a written response, if chosen for the next step in the selection process. Additional information and follow-up questions may be solicited based on this review.

Funding Request Form

Please fill out the information below accurately and completely, then submit to procurement@lsfnet.org.

1. **Organization Name, Address and Contract Number (if current Network Service Provider):**

Hernando County Board of County Commissioners
Hernando County Housing and Supportive Services
621 West Jefferson Street
Brooksville, FL 34601
Purchase Order Agreement PO030

2. **Organization Contact Person Name, Email, and Phone Number for this Submission:**

Veda Ramirez, Director
Housing and Supportive Services

3. **Briefly describe the programs, counties and populations served which are impacted by this request.**

Hernando County is seeking to continue the two position of Mental Health Substance Abuse Data Analyst and Resource Coordinator. These position with continue to serve all of Hernando County and cover all new and old services of the county. There will be no changes to the scope of work which are to serve as the quality control and hub for dissemination of information regarding opioid funding and resources.

4. **Briefly describe your organization's need for additional funding, for a change in programming and/or for a change in funding as currently allocated. Please include the dollar amount(s) you are requesting and whether or not the amount requested is for a full year or partial. If the need for additional funding is due to funding being lapsed in the previous Fiscal Year, please provide an explanation for the lapse and describe your organization's capacity to spend funds if restored.**

Hernando County Housing and Supportive Services is in need of additional to account for pay increases and increases in cost of health insurance and other fringes. Requests will be for 12 month period.

5. **Briefly describe your organization's plan for the additional funding, change in funding or change in programming. In the event that a service is being discontinued, this plan should outline how the previously served population will be served after the change is made.**

Our plans for the additional funding would be to pay for salary increases, cost of living, insurance cost and other fringe benefits. Expenses for technology has also increased, so funds for ongoing technology and operating expenses are needed.

6. **If a license is required for the proposed program, have you obtained it (DCF Substance Abuse license for Outpatient services, AHCA license, etc.)? If not, but you have submitted your application, please describe what stage in the process you are in?**

N/A

7. **Briefly describe your organization's expertise about the delivery of service to the identified population which will be impacted by this change.**

ernando County contracts with our Specialty court, , BayCare Behavioral Health, Hernando County Health Department, and Premier Community Health Group to provide various services to residents of the county. Those agencies, frequently work with individuals experiencing Mental Health and Substance Abuse disorders. An additional role of the department is to advocate and connect individuals to services as well as provide information to Hernando County Administration and County commissioners about the services surrounding mental health and substance abuse and recommend programs, initiatives, and funding.

8. **Are the changes outlined above to be made for this fiscal year only or to be continued beyond year-end into subsequent fiscal years, assuming an ongoing contractual relationship between the agency and LSF Health Systems? Please explain this response.**

Changes are expected to be ongoing. Positions are expected to remain in place and grow and develop as needed over the 18 year allocation span of funds.

9. **Define and describe the Program Goals.**

Identify and connect individuals to OUD, SUD, Mental Health resources and other needs.
Monitor and implement plans to reduce the time it takes for individuals to receive services.
Track continued care and services.
Identify and track which services are being used in the community and at what rate.
Identify and track needed resources or gaps in services
Use data and surveillance to detect drug trends, monitor the health and wellness of individuals who use drugs, and evaluate intervention
Examine and analyze date to improve the county opioid response
Identify new metrics that can be used to evaluate plan activities
Assess health disparities through data collections.

10. **Define and describe the Proposed Outcome Measures for the program in which funding is being requested.**

Outcomes to include connecting residents to care through website, community engagement and outreach events, and case management model care coordination in an efforts to ensure access to care and connection to care, timeless and effectiveness of treatments and programs, number served or reached. .

11. **<u>Outside organizations only:</u> Describe your organization's data collection capacity and list the name of the data collection system. If you utilize an Electronic Health Record (EHR) system, confirm its capacity to export data as an XML file.**

Hernando County Housing and Supportive Services does not utilize an Electronic Health Record, but Does enter into various state systems for other reporting programs. It is our hope that with the assistance of the Data Analyst position requested with this funding, Hernando County will be able to provide information about program usage, effective and other outcomes.

12. **<u>Outside organizations only:</u> Describe your organization's business administration capacity specifically related to human resources and financial management.**

Hernando County Housing and Supportive Services is part of Hernando County Board of County Commissioners. We have a dedicated Human Resource department that conducts a through hiring and screening process which includes background check, eligible or suitable to insure, drug screening, licensing, if applicable, verification of education requirements, e-verify, and several other on-boarding tasks. Hernando County also has a Financial department which processes and monitors all spending within each county department to ensure checks and balances are followed and appropriate invoices are attached. They also receipt funds into the department in separate accounts to ensure no commingling of funds, as well as provide compliance staff to ensure that departments are compliant with funding.

13. **<u>Outside organizations only:</u> Level 2 Background Screening, through the DCF Clearinghouse, is a requirement for staff members from each agency who enters into a contract with LSFHS. Does your organization currently conduct Level 2 Background Screenings for staff members using this method? If not, are you willing to conduct the required screenings for compliance with the contract?**

Hernando county has enrolled.

14. **Please provide, as an attachment, the <u>Exhibit C and D - Projected Operating and Capital Budget</u>, using the most recent template, outlining the requested funding including OCAs and associated covered services. Statistics or data regarding utilization to substantiate the request may also be supplied.**

Linda AH Ramsey — 5/29/2025

Signature of Organization's CEO — **Date**

Linda AH Ramsey — 5/29/2025

Signature of Organization's Contract Manager — **Date**

SAMH PROJECTED OPERATING AND CAPITAL BUDGET

HEALTH SYSTEMS

Hernando Co. BOCC - HHS - Quality Improvement & Coordination	5/20/2025
AGENCY	Date
PO030 - NQC	2025-2026
CONTRACT #	Fiscal Year

PART I: PROJECTED FUNDING SOURCES & REVENUES

FUNDING SOURCES & REVENUES	DCF/LSFHS	Other Funding Source	Other Funding Source	Other Funding Source	Other Funding Source	Other Funding Source	Other Funding Source	Other Funding Source	Total Revenue
IA. STATE SAMH FUNDING									
(1) Management, Oversight and Administration									$0
(2) Services Revenue	$ 211,200.00								$211,200
IB. OTHER GOVT. FUNDING									
(1) Other State Agency Funding									$0
(2) Medicaid									$0
(3) Local Government									$0
(4) Federal Grants and Contracts									$0
(5) In-kind from local govt. only									$0
TOTAL GOVERNMENT FUNDING =	$211,200	$0	$0	$0	$0	$0	$0	$0	$211,200
IC. ALL OTHER REVENUES									
(1) 1st & 2nd Party Payments									$0
(2) 3rd Party Payments (except Medicare)									$0
(3) Medicare									$0
(4) Contributions and Donations									$0
(5) Other Grants and Contracts									$0
(6) In-kind									$0
TOTAL ALL OTHER REVENUES =	$0	$0	$0	$0	$0	$0	$0	$0	$0
TOTAL PROJECTED FUNDING =	$211,200	$0	$0	$0	$0	$0	$0	$0	$211,200

EXPENSE CATEGORIES	DCF	Other Funding Source	Other Funding Source	Other Funding Source	Other Funding Source	Other Funding Source	Other Funding Source	Other Funding Source	Total Expenses
IIA. PERSONNEL EXPENSES									
(1) Salaries	$ 115,000.00								$115,000
(2) Fringe Benefits	$ 80,000.00								$80,000
TOTAL PERSONNEL EXPENSES =	**$195,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$195,000**
IIB. OTHER EXPENSES									
(1) Building Occupancy									$0
(2) Professional Services									$0
(3) Travel									$0
(4) Equipment									$0
(5) Food Services									$0
(6) Medical and Pharmacy									$0
(7) Subcontracted Services									$0
(8) Insurance									$0
(9) Interest Paid									$0
(10) Operating Supplies & Expenses	$13,200								$13,200
(11) Donated Items									$0
(12) Other Expense	$3,000								$3,000
TOTAL OTHER EXPENSES =	**$16,200**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$16,200**
TOTAL PERSONNEL & OTHER EXPENSES =	**$211,200**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$211,200**
IIC. DISTRIBUTED INDIRECT COSTS									
(a) Other Support Costs (Optional)									$0
(b) Administration									$0
TOTAL DISTRIBUTED INDIRECT COSTS =	$0	$0	$0	$0	$0	$0	$0	$0	$0
TOTAL ALLOWABLE OPERATING EXPENSES =	**$211,200**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$211,200**
IID. UNALLOWABLE COSTS									$0
IIE. CAPITAL EXPENDITURES									$0
TOTAL PROJECTED OPERATING EXPENSES =	**$211,200**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$211,200**

IIG. BUDGET NARRATIVE (attach separate set of workpapers)

PART III: CERTIFICATION

I certify the above to be an accurate projection and in agreement with this agency's records and with the terms of this agency's contract.

Signature Title Date

SAMH PROJECTED OPERATING AND CAPITAL BUDGET PERSONNEL DETAIL

Hernando Co. BOCC - HHS - Quality Improvement & Coordination — AGENCY

5/20/2025 — DATE

		Total Agency				DCF ME Contract		
	DIRECT STAFF POSITION TITLE	# of FTE	FTE Annual Salary	Total Annual Salary Cost	Annual Salary Cost not to exceed Exec Level II Cap	% of Time	# of FTE	Salary
1	Mental Health/ Substance Use Data Analyst	1.0	$ 60,000	$60,000	$60,000	100%	1.00	$60,000
2	Mental Health/Substance Use Coordinator	1.0	$ 55,000	$55,000	$55,000	100%	1.00	$55,000
3				$0	$0		0.00	$0
4				$0	$0		0.00	$0
5				$0	$0		0.00	$0
6				$0	$0		0.00	$0
7				$0	$0		0.00	$0
8				$0	$0		0.00	$0
9				$0	$0		0.00	$0
10				$0	$0		0.00	$0
11				$0	$0		0.00	$0
12				$0	$0		0.00	$0
13				$0	$0		0.00	$0
14				$0	$0		0.00	$0
15				$0	$0		0.00	$0
16				$0	$0		0.00	$0
17				$0	$0		0.00	$0
18				$0	$0		0.00	$0
19				$0	$0		0.00	$0
20				$0	$0		0.00	$0
21				$0	$0		0.00	$0
22				$0	$0		0.00	$0
23				$0	$0		0.00	$0
24				$0	$0		0.00	$0
25				$0	$0		0.00	$0
26				$0	$0		0.00	$0
27				$0	$0		0.00	$0
28				$0	$0		0.00	$0
29				$0	$0		0.00	$0
30				$0	$0		0.00	$0
31				$0	$0		0.00	$0
32				$0	$0		0.00	$0
33				$0	$0		0.00	$0
34				$0	$0		0.00	$0
35				$0	$0		0.00	$0
36				$0	$0		0.00	$0
37				$0	$0		0.00	$0
38				$0	$0		0.00	$0
39				$0	$0		0.00	$0
40				$0	$0		0.00	$0
41				$0	$0		0.00	$0
42				$0	$0		0.00	$0
43				$0	$0		0.00	$0
44				$0	$0		0.00	$0
45				$0	$0		0.00	$0
46				$0	$0		0.00	$0
47				$0	$0		0.00	$0
48				$0	$0		0.00	$0
49				$0	$0		0.00	$0
50				$0	$0		0.00	$0
51				$0	$0		0.00	$0
52				$0	$0		0.00	$0

53				$0	$0		0.00	$0
54				$0	$0		0.00	$0
55				$0	$0		0.00	$0
56				$0	$0		0.00	$0
57				$0	$0		0.00	$0
58				$0	$0		0.00	$0
59				$0	$0		0.00	$0
60				$0	$0		0.00	$0
61				$0	$0		0.00	$0
62				$0	$0		0.00	$0
63				$0	$0		0.00	$0
64				$0	$0		0.00	$0
65				$0	$0		0.00	$0
66				$0	$0		0.00	$0
67				$0	$0		0.00	$0
68				$0	$0		0.00	$0
69				$0	$0		0.00	$0
70				$0	$0		0.00	$0
71				$0	$0		0.00	$0
72				$0	$0		0.00	$0
73				$0	$0		0.00	$0
74				$0	$0		0.00	$0
75				$0	$0		0.00	$0
76				$0	$0		0.00	$0
77				$0	$0		0.00	$0
78				$0	$0		0.00	$0
79				$0	$0		0.00	$0
80				$0	$0		0.00	$0
81				$0	$0		0.00	$0
82				$0	$0		0.00	$0
83				$0	$0		0.00	$0
84				$0	$0		0.00	$0
85				$0	$0		0.00	$0
86				$0	$0		0.00	$0
87				$0	$0		0.00	$0
88				$0	$0		0.00	$0
89				$0	$0		0.00	$0
90				$0	$0		0.00	$0
91				$0	$0		0.00	$0
92				$0	$0		0.00	$0
93				$0	$0		0.00	$0
94				$0	$0		0.00	$0
95				$0	$0		0.00	$0
96				$0	$0		0.00	$0
97				$0	$0		0.00	$0
98				$0	$0		0.00	$0
99				$0	$0		0.00	$0
100				$0	$0		0.00	$0
101				$0	$0		0.00	$0
102				$0	$0		0.00	$0
103				$0	$0		0.00	$0
104				$0	$0		0.00	$0
105				$0	$0		0.00	$0
106				$0	$0		0.00	$0
107				$0	$0		0.00	$0
108				$0	$0		0.00	$0
109				$0	$0		0.00	$0
110				$0	$0		0.00	$0
111				$0	$0		0.00	$0
112				$0	$0		0.00	$0
113				$0	$0		0.00	$0

114				$0	$0		0.00	$0
115				$0	$0		0.00	$0
116				$0	$0		0.00	$0
117				$0	$0		0.00	$0
118				$0	$0		0.00	$0
119				$0	$0		0.00	$0
120				$0	$0		0.00	$0
121				$0	$0		0.00	$0
122				$0	$0		0.00	$0
123				$0	$0		0.00	$0
124				$0	$0		0.00	$0
125				$0	$0		0.00	$0
126				$0	$0		0.00	$0
127				$0	$0		0.00	$0
128				$0	$0		0.00	$0
129				$0	$0		0.00	$0
130				$0	$0		0.00	$0
131				$0	$0		0.00	$0
132				$0	$0		0.00	$0
133				$0	$0		0.00	$0
134				$0	$0		0.00	$0
135				$0	$0		0.00	$0
136				$0	$0		0.00	$0
137				$0	$0		0.00	$0
138				$0	$0		0.00	$0
139				$0	$0		0.00	$0
140				$0	$0		0.00	$0
141				$0	$0		0.00	$0
142				$0	$0		0.00	$0
143				$0	$0		0.00	$0
144				$0	$0		0.00	$0
145				$0	$0		0.00	$0
146				$0	$0		0.00	$0
147				$0	$0		0.00	$0
148				$0	$0		0.00	$0
149				$0	$0		0.00	$0
150				$0	$0		0.00	$0
	Totals - Direct Staff	**2.0**		**$115,000**	**$115,000**		**2.00**	**$115,000**
	ADMINISTRATIVE STAFF POSITION TITLE	**# of FTE**		**Total Annual Salary Cost**	**Annual Salary Cost not to exceed Exec Level II Cap**	**% of Time**	**# of FTE**	**Salary**
151				$0	$0		0.00	$0
152				$0	$0		0.00	$0
153				$0	$0		0.00	$0
154				$0	$0		0.00	$0
155				$0	$0		0.00	$0
156				$0	$0		0.00	$0
157				$0	$0		0.00	$0
158				$0	$0		0.00	$0
159				$0	$0		0.00	$0
160				$0	$0		0.00	$0
161				$0	$0		0.00	$0
162				$0	$0		0.00	$0
163				$0	$0		0.00	$0
164				$0	$0		0.00	$0
165				$0	$0		0.00	$0
166				$0	$0		0.00	$0
167				$0	$0		0.00	$0
168				$0	$0		0.00	$0
169				$0	$0		0.00	$0
170				$0	$0		0.00	$0

171				$0	$0		0.00	$0
172				$0	$0		0.00	$0
173				$0	$0		0.00	$0
174				$0	$0		0.00	$0
175				$0	$0		0.00	$0
176				$0	$0		0.00	$0
177				$0	$0		0.00	$0
178				$0	$0		0.00	$0
179				$0	$0		0.00	$0
180				$0	$0		0.00	$0
181				$0	$0		0.00	$0
182				$0	$0		0.00	$0
183				$0	$0		0.00	$0
184				$0	$0		0.00	$0
185				$0	$0		0.00	$0
	Totals - Admin Staff (included in Indirect Cost)	**0.0**		**$0**	**$0**		**0.00**	**$0**

2025 Executive Level II Salary Cap	**$225,700**

SAMH PROJECTED OPERATING AND CAPITAL BUDGET
Budget Narrative

Hernando Co. BOCC - HHS - Quality Improvement & Coordination	5/20/2025
AGENCY	Date

DCF/LSFHS

IIA. PERSONNEL EXPENSES	
(1) Salaries	*See Personnel Detail*
(2) Fringe Benefits	Our Benefits Package varies depending on the benefits chosen by the employee and pay. As a result we are requesting $40,000 for each employee

IIB. OTHER EXPENSES	
(1) Building Occupancy	0
(2) Professional Services	0
(3) Travel	0
(4) Equipment	0
(5) Food Services	
(6) Medical and Pharmacy	
(7) Subcontracted Services	
(8) Insurance	
(9) Interest Paid	
(10) Operating Supplies & Expenses	Total: $12,200 - 1200(Printing and Binding); $5,700 (Marketing $ 2,500, event participations-$300 X 4 events min-Campaigns and promotional items $2,000); $1,000 supplies; service access: Zoom ($200 x2 = $400); communications expense AT&T mobility (200x x 12 x2 =4800
(11) Donated Items	

(12) Other Expense	$3000 - Staff training - Professional Development 1500 X2; Dues and membership

IIC. DISTRIBUTED INDIRECT COSTS

(a) Other Support Costs (Optional)	
(b) Administration [See definition below] **List FTE % and Position Titles**	

The 10% admin., or federally approved indirect rate, is used for items that benefit the whole program, are incurred for a common purpose and too time consuming or costly to allocate to the specific cost objective, but are not tied directly to the program services (Indirect Costs). Examples include: accounting, human resources, a supervisor or Executive personnel that devotes minimal hours and is not listed as an FTE on the Personnel Detail tab, facilities maintenance, administrative functions, office space rental, and utilities. The indirect costs must be reasonable, allowable, and allocable and a legitimate cost of doing business under the funded program.

(b)(1) List Administration Funded Positions: Please list the positions under the ADMINISTRATIVE STAFF POSITION TITLE column of the "Personnel Detail" tab.

IIE. CAPITAL EXPENDITURES

IIE. CAPITAL EXPENDITURES	

HEALTH
SYSTEMS

Submission of Information

Request for Changes from Currently Contracted Network Service Providers or Request for Funding from Uncontracted Service Providers

Introduction

LSF Health Systems (LSFHS) is the Managing Entity for the Florida Department of Children and Families (DCF) Substance Abuse and Mental Health (SAMH) programs in the Northeast and North Central Florida Region. LSFHS is responsible for the administration of mental health and substance abuse treatment programs for the underserved populations creating a safety net for vulnerable consumers.

Each program serves the neediest individuals that meet DCF's SAMH target population criteria in the Northeast and North Central region and provides for a comprehensive array of outpatient, inpatient and residential services including, but not limited to; therapy, case management, medication management, residential, room and board, crisis and emergency support, prevention, intervention, outreach, peer services, supported housing, and supported employment.

LSFHS uses the Submission of Information process for the following:

- Requests for funding from uncontracted service providers;
- Requests for restoration of funds pulled due to lapse;
- Requests for changes to programming;
- Request for shifts between funding areas;
- Requests for an increase in funding for any reason.

It is the policy for contracted Network Service Providers to provide information and justification for any of the above circumstances. LSFHS accepts submissions from providers at any time and may also initiate this process due to a specific funding concern within the system of care including the need to redistribute lapsed funding.

Submissions shall be submitted to the Network Service Provider's assigned Network Manager via email. LSFHS Management Team will review all submissions, conduct an analysis of the impact of the request, and provide a written response, if chosen for the next step in the selection process. Additional information and follow-up questions may be solicited based on this review.

Funding Request Form

Please fill out the information below accurately and completely, then submit to procurement@lsfnet.org.

1. **Organization Name, Address and Contract Number (if current Network Service Provider):**

Hernando County Fire Rescue
15470 Flight Path Drive
Brooksville FL 34604

2. **Organization Contact Person Name, Email, and Phone Number for this Submission:**

John S. Pearson, EMS Supervisor MIH-CP Coordinator.
jpearson@co.hernando.fl.us
(352) 540-0697

3. **Briefly describe the programs, counties and populations served which are impacted by this request.**

Hernando County's estimated 2025 population is 224,551 with a growth rate of 2.69% in the past year according to the most recent United States census data. Hernando County is the 26th largest county in Florida. The 2010 population was 172,978 and has seen a growth of 29.81% since that time.
Hernando County consistently shows higher fentanyl incident rates than the Florida average. The gap between Hernando County and Florida has widened from 16.7% in January 2023 to over 60% by early 2025. A significant spike occured in October 2024, when Hernando's rate jumped to 48 incidents per 100,000. By Q1 2025, Hernando's rate (54 per 100,000) is 62% higher than Florida's average (33.3 per 100,000). The trend shows an accelerating crisis in Hernando County compared to the rest of Florida.

4. **Briefly describe your organization's need for additional funding, for a change in programming and/or for a change in funding as currently allocated. Please include the dollar amount(s) you are requesting and whether or not the amount requested is for a full year or partial. If the need for additional funding is due to funding being lapsed in the previous Fiscal Year, please provide an explanation for the lapse and describe your organization's capacity to spend funds if restored.**

Hernando County Fire Rescue is requesting a budget in the third year of $691,161. This is a full year's cost of the program as it continues to grow. The budget is inclusive of three personnel and two vehicles dedicated to the program and operating costs of the program. This budget also includes a capital expense of one Life Pak 35 Monitoring unit of $60,000 to be utilized in the second paramedicine vehicle.

5. **Briefly describe your organization's plan for the additional funding, change in funding or change in programming. In the event that a service is being discontinued, this plan should outline how the previously served population will be served after the change is made.**

Hernando County Fire Rescue hired an EMS Supervisor / MIH-CP Coordinator to implement and oversee the Florida Mobile Integrated Healthcare Community Paramedicine Program. The coordinator will manage the Coordinated Opioid Recovery (CORE) Network which resulted in the hiring of two dedicated Community Paramedics. This funding will pay for the three mentioned employee's salaries, as well as the operational costs associated with running the program. EXHIBIT G / SUBSECTION 3 outlines the need for additional funding to effectively manage the fentanyl crisis in Hernando County.

6. **If a license is required for the proposed program, have you obtained it (DCF Substance Abuse license for Outpatient services, AHCA license, etc.)? If not, but you have submitted your application, please describe what stage in the process you are in?**

No additional licenses are required.

7. **Briefly describe your organization's expertise about the delivery of service to the identified population which will be impacted by this change.**

Hernando County Fire Rescue (HCFR) has been treating overdoses since its inception on October 01, 2000 when the county EMS provider merged with its local fire departments. The population of Hernando County has grown exponentially as the United States Census Bureau reported a population of 131,390 in 2000; whereas, the last study reported in 2022 showed the population had increased to 206,896. Due to the National Opioid Crisis, Hernando County Paramedics can finally treat these patients successfully through Medication Assisted Therapy (MAT) via the CORE Network. Rather than just simply administering Nalaxone to the patient and transporting them to the local ER's, HCFR Paramedics who are trained in MAT, can now successfully treat those individuals who have an Opioid Use Disorder (OUD) or Substance Use Disorder (SUD) and also assist them by providing resourses such as clinicians who are trained in helping the patient with their addictions, mantal health, or any other problems the patient may need help managing.

8. **Are the changes outlined above to be made for this fiscal year only or to be continued beyond year-end into subsequent fiscal years, assuming an ongoing contractual relationship between the agency and LSF Health Systems? Please explain this response.**

The above mentioned is for the continuation into subsequent fiscal years. HCFR has purchased most of the relevant equipment and supplies required for year one; however, the program is designed to provide continued and uninterrupted service for subsequent years.

9. **Define and describe the Program Goals.**

The goals for the Community Paramedicine program are to assist the citizens of Hernando County who currently have addictions to opioids by providing Medication Assisted Treatment (MAT). HCFR will schedule appointments to visit a patient at either their residence, or wherever the patient can be located. The Community Paramedic and Social Worker will provide a consultation and evaluation to the patient for any needed assistance, treatment, or services. By providing the resources necessary for recovery, the goal is to create a healthier environment and assist the patient by providing information that will assist them with all of their healthcare needs.

10. **Define and describe the Proposed Outcome Measures for the program in which funding is being requested.**

HCFR documents all patient care via ePCR. Currently, information (stats) is ascertained through EPR FireWorks, or biospacial data. We can run a query on specific call types as well as the patients outcome post treatment through our ePCR reporting software. We can currently track overdoses, nalaxone usage, etc, so we'll be able to track MAT administration as well as patient outcomes.

11. **Outside organizations only: Describe your organization's data collection capacity and list the name of the data collection system. If you utilize an Electronic Health Record (EHR) system, confirm its capacity to export data as an XML file.**

12. **Outside organizations only: Describe your organization's business administration capacity specifically related to human resources and financial management.**

13. **Outside organizations only: Level 2 Background Screening, through the DCF Clearinghouse, is a requirement for staff members from each agency who enters into a contract with LSFHS. Does your organization currently conduct Level 2 Background Screenings for staff members using this method? If not, are you willing to conduct the required screenings for compliance with the contract?**

14. **Please provide, as an attachment, the Exhibit C and D - Projected Operating and Capital Budget, using the most recent template, outlining the requested funding including OCAs and associated covered services. Statistics or data regarding utilization to substantiate the request may also be supplied.**

[signature] 5/6/25

Signature of Organization's CEO **Date**

[signature] 8/28/25

Signature of Organization's Contract Manager **Date**

SAMH PROJECTED OPERATING AND CAPITAL BUDGET

Hernando County Board of County Commissioners - Hernando County Fire Rescue	5/21/2025
AGENCY	Date
PO030	2025-2026
CONTRACT #	Fiscal Year

PART I: PROJECTED FUNDING SOURCES & REVENUES

FUNDING SOURCES & REVENUES	DCF/LSFHS	Other Funding Source	Other Funding Source	Other Funding Source	Other Funding Source	Other Funding Source	Other Funding Source	Other Funding Source	Total Revenue
IA. STATE SAMH FUNDING									
(1) Management, Oversight and Administration									$0
(2) Services Revenue	$ 631,161.30								$631,161
IB. OTHER GOVT. FUNDING									
(1) Other State Agency Funding									$0
(2) Medicaid									$0
(3) Local Government									$0
(4) Federal Grants and Contracts									$0
(5) In-kind from local govt. only									$0
TOTAL GOVERNMENT FUNDING =	$631,161	$0	$0	$0	$0	$0	$0	$0	$631,161
	==========	==========	==========	==========	==========	==========	==========	==========	==========
IC. ALL OTHER REVENUES									
(1) 1st & 2nd Party Payments									$0
(2) 3rd Party Payments (except Medicare)									$0
(3) Medicare									$0
(4) Contributions and Donations									$0
(5) Other Grants and Contracts									$0
(6) In-kind									$0
TOTAL ALL OTHER REVENUES =	$0	$0	$0	$0	$0	$0	$0	$0	$0
TOTAL PROJECTED FUNDING =	$631,161	$0	$0	$0	$0	$0	$0	$0	$631,161

EXPENSE CATEGORIES	DCF	Other Funding Source	Other Funding Source	Other Funding Source	Other Funding Source	Other Funding Source	Other Funding Source	Other Funding Source	Total Expenses
IIA. PERSONNEL EXPENSES									
(1) Salaries	$ 245,000.00								$245,000
(2) Fringe Benefits	$ 189,973.00								$189,973
TOTAL PERSONNEL EXPENSES =	$434,973	$0	$0	$0	$0	$0	$0	$0	$434,973
IIB. OTHER EXPENSES									
(1) Building Occupancy									$0
(2) Professional Services									$0
(3) Travel	$2,000								$2,000
(4) Equipment									$0
(5) Food Services									$0
(6) Medical and Pharmacy	$40,000								$40,000
(7) Subcontracted Services									$0
(8) Insurance	$4,680								$4,680
(9) Interest Paid									$0
(10) Operating Supplies & Expenses	$92,130								$92,130
(11) Donated Items									$0
(12) Other Expense									$0
TOTAL OTHER EXPENSES =	$138,810	$0	$0	$0	$0	$0	$0	$0	$138,810
TOTAL PERSONNEL & OTHER EXPENSES =	$573,783	$0	$0	$0	$0	$0	$0	$0	$573,783
IIC. DISTRIBUTED INDIRECT COSTS									
(a) Other Support Costs (Optional)									$0
(b) Administration	$57,378								$57,378
TOTAL DISTRIBUTED INDIRECT COSTS =	$57,378	$0	$0	$0	$0	$0	$0	$0	$57,378
TOTAL ALLOWABLE OPERATING EXPENSES =	$631,161	$0	$0	$0	$0	$0	$0	$0	$631,161
IID. UNALLOWABLE COSTS									$0
IIE. CAPITAL EXPENDITURES									$0
TOTAL PROJECTED OPERATING EXPENSES =	$631,161	$0	$0	$0	$0	$0	$0	$0	$631,161

IIG. BUDGET NARRATIVE (attach separate set of workpapers)

PART III: CERTIFICATION

I certify the above to be an accurate projection and in agreement with this agency's records and with the terms of this agency's contract.

SAMH PROJECTED OPERATING AND CAPITAL BUDGET PERSONNEL DETAIL

Hernando County Board of County Commissioners - Hernando County Fire Rescue — AGENCY

5/21/2025 — DATE

		Total Agency				DCF ME Contract		
	DIRECT STAFF POSITION TITLE	# of FTE	FTE Annual Salary	Total Annual Salary Cost	Annual Salary Cost not to exceed Exec Level II Cap	% of Time	# of FTE	Salary
1	Kinzie, John - Paramedic	1.0	$ 70,000	$70,000	$70,000	100%	1.00	$70,000
2	Neumann, Shayanne - Paramedic	1.0	$ 80,000	$80,000	$80,000	100%	1.00	$80,000
3	Pearson, John - EMS Supervisor	1.0	$ 95,000	$95,000	$95,000	100%	1.00	$95,000
4				$0	$0		0.00	$0
5				$0	$0		0.00	$0
6				$0	$0		0.00	$0
	Totals - Direct Staff	**3.0**		**$245,000**	**$245,000**		**3.00**	**$245,000**
	ADMINISTRATIVE STAFF POSITION TITLE	# of FTE	FTE Annual Salary	Total Annual Salary Cost	Annual Salary Cost not to exceed Exec Level II Cap	% of Time	# of FTE	Salary
151				$0	$0		0.00	$0
152				$0	$0		0.00	$0
153				$0	$0		0.00	$0
154				$0	$0		0.00	$0
155				$0	$0		0.00	$0
156				$0	$0		0.00	$0
157				$0	$0		0.00	$0
158				$0	$0		0.00	$0
159				$0	$0		0.00	$0
160				$0	$0		0.00	$0
161				$0	$0		0.00	$0
162				$0	$0		0.00	$0
163				$0	$0		0.00	$0
164				$0	$0		0.00	$0
165				$0	$0		0.00	$0
166				$0	$0		0.00	$0
167				$0	$0		0.00	$0
168				$0	$0		0.00	$0
169				$0	$0		0.00	$0
170				$0	$0		0.00	$0
171				$0	$0		0.00	$0
172				$0	$0		0.00	$0
173				$0	$0		0.00	$0
174				$0	$0		0.00	$0
175				$0	$0		0.00	$0
176				$0	$0		0.00	$0
177				$0	$0		0.00	$0
178				$0	$0		0.00	$0
179				$0	$0		0.00	$0
180				$0	$0		0.00	$0
181				$0	$0		0.00	$0
182				$0	$0		0.00	$0
183				$0	$0		0.00	$0
184				$0	$0		0.00	$0
185				$0	$0		0.00	$0
	Totals - Admin Staff (included in Indirect Cost)	**0.0**		**$0**	**$0**		**0.00**	**$0**

2024 Executive Level II Salary Cap	**$221,900**

SAMH PROJECTED OPERATING AND CAPITAL BUDGET
Budget Narrative

Hernando County Board of County Commissioners - Hernando County Fire Rescue AGENCY	5/21/2025 Date

DCF/LSFHS

IIA. PERSONNEL EXPENSES	
(1) Salaries	*See Personnel Detail*
(2) Fringe Benefits	Includes three full time employees dedicated to the Paramedicine program.

IIB. OTHER EXPENSES	
(1) Building Occupancy	
(2) Professional Services	
(3) Travel	To conferences and meetings
(4) Equipment	
(5) Food Services	
(6) Medical and Pharmacy	Medicines, medical supplies, etc.
(7) Subcontracted Services	
(8) Insurance	Auto insurance on two vehicles
(9) Interest Paid	
(10) Operating Supplies & Expenses	Includes vehicles repairs & maintenance, equipment repairs & maintenance, cell phones, software for patient care reporting, office supplies, printing as needed, etc.
(11) Donated Items	
(12) Other Expense	

IIC. DISTRIBUTED INDIRECT COSTS	
(a) Other Support Costs (Optional)	
(b) Administration [See definition below] List FTE % and Position Titles	10% of Operating Costs to allow for administrative costs over several departments such as purchasing/procurement, human resources, finance administration, EMS operations division and legal department. This is calculation at 10% of the total operating costs. 10% of Operating Costs to allow for administrative time for grant reporting.

The 10% admin., or federally approved indirect rate, is used for items that benefit the whole program, are incurred for a common purpose and too time consuming or costly to allocate to the specific cost objective, but are not tied directly to the program services (Indirect Costs). Examples include: accounting, human resources, a supervisor or Executive personnel that devotes minimal hours and is not listed as an FTE on the Personnel Detail tab, facilities maintenance, administrative functions, office space rental, and utilities. The indirect costs must be reasonable, allowable, and allocable and a legitimate cost of doing business under the funded program.

(b)(1) List Administration Funded Positions: Please list the positions under the ADMINISTRATIVE STAFF POSITION TITLE column of the "Personnel Detail" tab.

IIE. CAPITAL EXPENDITURES	
IIE. CAPITAL EXPENDITURES	

Florida Department of Children and Families

Employment Screening Affidavit

CONTRACT NO.: _____ **DATED** _____

THE UNDERSIGNED VENDOR HEREBY ATTESTS IT IS IN COMPLIANCE WITH THE EMPLOYMENT SCREENING CLAUSE CONTAINED IN SECTION A1-15 OF THE FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES STANDARD INTEGRATED CONTRACT. ALL REQUIRED STAFF HAVE BEEN SCREENED OR THE VENDOR IS AWAITING THE RESULTS OF SCREENING.

VENDOR NAME: Hernando County Board of County Commissioners
(Print Name)

BY: Danielle Venditti DATE: 7/31/25
SIGNATURE OF AUTHORIZED REPRESENTATIVE

REPRESENTATIVE'S NAME/TITLE: Danielle Venditti, Human Resources Manager
(Print Name/Title)

STATE OF Florida
COUNTY OF Hernando

Sworn to (or affirmed) and subscribed before me this 31st day July of 2025, by Danielle Venditti.

Mary E. Spencer
Signature of Notary

(Print, Type, or Stamp Commissioned Name of Notary Public)

[Check One] [✓] Personally Known OR [ ] Produced the following I.D. _____

VENDOR NAME Hernando County Board of County Commissioners FEIN# 59-1155275

VENDOR'S AUTHORIZED REPRESENTATIVE NAME AND TITLE
Danielle Venditti, Human Resources Manager

ADDRESS: 15470 Flight Path Dr

CITY, STATE, ZIP: Brooksville, FL 34604

PHONE NUMBER: 352-754-4013

EMAIL ADDRESS: hr@hernandocounty.us

CORPORATE SEAL (IF APPLICABLE)

MARY ELIZABETH SPENCER
Notary Public - State of Florida
Commission # HH 521871
My Comm. Expires Apr 29, 2028
Bonded through National Notary Assn.

PURCHASE ORDER AGREEMENT

This Agreement is entered into between Lutheran Services Florida, Inc., d/b/a LSF Health Systems (a Florida non-profit corporation), hereinafter referred to as the "LSF" and/or the "Managing Entity" and **Hernando County Board of County Commissioners** herein after referred to as the "Contractor." The Contractor and LSF may be referred to herein individually as a "party" or collectively as "the parties." LSF and the Contractor agrees as follows:

Effective and Ending Dates. The terms of this Agreement shall be effective July 1, 2025, and shall continue through June 30, 2026.

This document provides direction and guidance for administration, implementation, and management of the **Florida Opioid Allocation and Statewide Response Agreement (Opioid Settlement) – Non-Qualified County (NQC) Funds** in the following County(ies): **Hernando**.

Services to be Provided. This scope of work is for the Contractor to provide **a community resource hub and a Mobile Integrated Healthcare Community Paramedicine (MIH-CP) Program.**

The Contractor is seeking to continue the two positions of Mental Health Substance Abuse Data Analyst and Resource Coordinator. These position with continue to serve all of Hernando County and cover all new and old services of the county. The scope of work is to serve as the quality control and hub for dissemination of information regarding opioid funding and resources.

Hernando County Fire Rescue will continue its MIH-CP program. The contractor hired an Emergency Medical Services (EMS) Supervisor/MIH-CP Coordinator to implement and oversee the MIH-CP Program. The coordinator will manage the Coordinated Opioid Recovery (CORE) Network which resulted in the hiring of two dedicated Community Paramedics. This funding will pay for the three mentioned employee's salaries, as well as the operational costs associated with running the program.

Section 1. Financial Consideration

1.1. Award Amount

Hernando County Board of County Commissioners has been awarded an amount not to exceed **LSF approved Exhibit C and D - Projected Operating and Capital Budget**, *per county, if multiple counties are listed*, for costs associated with administration of the services at its agency. Funding will be provided through OCA MSONQ - ME Opioid TF Non-Qualified Counties. This award is subject to availability of funds from the Department of Children and Families (DCF).

1.2. Budget

1.2.1 The Contractor shall submit a detailed, line-item budget to LSF identifying for each line the allowable items for the program, the projected or budgeted amount for each line item and narrative supporting the reasonableness and necessity of any unusual items.

1.2.1.1 Submissions must be separated by the counties listed in this Agreement, if multiple counties are listed.

1.2.2 All budgets and revisions thereto are subject to approval by LSF.

1.2.3 The Contractor may revise a budget by submitting same to the assigned Network Manager via electronic mail for approval.

1.2.4 Approved budgets shall be maintained in the official agreement file.

1.2.5 Modifications to the approved budget may not be effective retroactively.

1.3. Payment

This award shall be paid using a fixed rate methodology, subject to the availability of funds. The Contractor shall comply with the terms of such methodology, including quarterly fiscal reconciliation reports data reporting, as outlined below.

1.3.1 The total monthly payment amount shall be an equal proportion of the approved budget amount according to the agreement period and shall be included as a line item in the Contractor's Invoice with the following documentation provided as support.

1.3.1.1 The Contractor shall submit the **Exhibit O - Expenditure Reconciliation Report** using the form designated by LSF Health Systems, available on the website: https://www.lsfhealthsystems.org/resources/#contractdocument, which will outline expenses incurred by the Contractor. This report shall be submitted on or before the 8th of the month following the end of each quarter. The Managing Entity reserves the right to request monthly **Exhibit O - Expenditure Reconciliation reports,** depending on the Contractor's rate of spending, to perform an invoice reconciliation at any point within the fiscal year.

a. Submissions must be separated by the counties listed in this Agreement, if multiple counties are listed.

1.3.1.2 All funds paid under the fixed rate methodology must be accounted for through this reconciliation process and any funding not accounted for is subject to repayment to LSF Health Systems.

1.3.1.3 LSF Health Systems reserves the right to request substantiating documentation to support the line items submitted by the Contractor in the **Exhibit O - Expenditure Reconciliation Report**.

1.3.1.4 All reports as required in Section 2.3 Required Reporting.

1.3.2 Reimbursement shall be made for actual, allowable expenditures within the limits of the latest version of the approved budget at the time that the invoice is processed.

1.3.3 The Contractor agrees that it will account for all payments from LSF according to generally accepted standard accounting principles.

Section 2. Program Administration

2.1. The Opioid Settlement program will be administered according to approved DCF Children and Families Operating Procedure (CFOP) for the Opioid Settlement and any other approved DCF document

reflecting the program requirements, or latest version thereof, which can be found at following link using the applicable fiscal year: https://www.myflfamilies.com/services/substance-abuse-and-mental-health/samh-providers/managing-entities.

2.2. Program requirements are as follows:

2.2.1 As reflected on the approved Schedule B of the Florida Opioid Allocation and Statewide Response Agreement, or latest version thereof.

2.2.2 As reflected on the approved DCF CFOP for the Opioid Settlement and any other approved DCF document reflecting the program requirements, or latest version thereof, which can be found at following link using the applicable fiscal year: https://www.myflfamilies.com/services/substance-abuse-and-mental-health/samh-providers/managing-entities.

2.2.3 Service Tasks

2.2.3.1 The Contractor shall perform all tasks reflected on the **LSF approved Exhibit G – Submission of Information**.

a. Submissions must be separated by the counties listed in this Agreement, if multiple counties are listed.

2.3. Required Reporting

2.3.1 **Expenditure Reconciliation Report:** This report shall be submitted on or before the 8th of the month following the end of each quarter. However, the Managing Entity reserves the right to request monthly Expenditure Reconciliation Reports, depending on the Contractor's rate of spending, to perform an invoice reconciliation at any point within the fiscal year.

2.3.1.1 Submissions must be separated by the counties listed in this Agreement, if multiple counties are listed.

2.3.2 The Contractor shall submit service data to LSF as required by LSF and DCF and shall submit the data electronically by the 8th of each month for the previous month's services, as specified by LSF and DCF and in accordance with the DCF Data System Guidelines.

2.3.2.1 Submissions must be separated by the counties listed in this Agreement, if multiple counties are listed.

2.3.3 Ad Hoc and additional reporting, at any frequency, may be required as determined necessary by LSF Health Systems or the Department of Children and Families.

2.3.3.1 Submissions must be separated by the counties listed in this Agreement, if multiple counties are listed.

2.3.4 Receipt of Opioid Settlement funds is an express acknowledgement of the obligation to report data on services funded by the Settlement. Recipients shall provide data to the Department of Children and Families (Department) through the Opioid Data Management System (ODMS) as

prescribed by the Department. Opioid Settlement funding is contingent upon satisfactory data reporting.

2.3.4.1 Submissions must be separated by the counties listed in this Agreement, if multiple counties are listed.

Section 3. Documentation

3.1. Cost

3.1.1 Professional Services Rendered: Invoices for professional services must include a general statement of the services provided, the time period covered by the invoice, the hourly rate, the number of hours worked, and the total payment required. Evidence of payment of the invoice must also be included.

3.1.2 Postage and Reproduction Expenses: Outside Contractor's purchases must include invoices with evidence of payments made or receipts with itemization. In-house postage and reproduction must be supported by usage logs or similar reports.

Travel: Travel reimbursements shall be made in accordance with the Department's CFOP 40-1, § 287.058(1)(b), Fla. Stat. and §112.061, Fla. Stat. Receipts for direct expenses (e.g., airfare, car rental, parking, tolls) shall be provided in support of such expenses. For mileage reimbursements, submissions shall include date(s) of travel, amount of mileage (support of mileage may include either map routes or odometer readings), purpose of travel, origin, and destination.

3.1.3 General Expenses not otherwise specified: Receipts or invoices with evidence of payment should be provided.

3.2. Services Rendered

3.2.1. The submission of service data in relation to the final invoice for payment shall be submitted to the Managing Entity no more than forty-five (45) days after the agreement ends or is terminated. If the Contractor fails to do so, all rights to payment are forfeited and the Managing Entity shall not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this agreement may be withheld until performance of services and all reports due from the Contractor, and necessary adjustments thereto, have been approved by the Managing Entity.

3.2.2. Appropriate documentation shall be maintained in accordance with the applicable parameters established by statute, regulation, and code. Audit documentation shall be in accordance with 65E-14.021, F.A.C. The Contractor shall make such information available to LSF upon request and during monitoring of the program administration.

3.2.2.1. Staff timecards and a log of the date, time, number of participants, and the staff member conducting the class shall be the substantiating documentation for services and invoice back-up data.

3.2.3. The Contractor shall notify the Managing Entity's Network Manager, in writing, at least ten (10) calendar days prior to any changes in services and/or locations where services are being provided. Changes must continue to meet the service needs of consumers without excessive time and travel requirements.

Section 4. Miscellaneous

4.1. Employment Screening

4.1.1. For non-Emergency Medical Services (EMS): The Contractor shall ensure that all staff utilized by the Contractor and its subcontractors, and funded through this agreement as reflected in Sections 1.1 and 1.2, are of good moral character and meet the Level 2 Employment screening standards specified in § 394.4572, 397.4073, 408.809, 435.04, 110.1127 and §39.001(2), Fla. Stat., as a condition of initial and continued employment that shall include, but not be limited to:

i. Employment history check,

ii. Fingerprinting for all criminal record checks,

iii. Statewide criminal and juvenile delinquency records checks through the Florida Department of Law Enforcement (FDLE),

iv. Federal criminal records check from the Federal Bureau of Investigations via the FDLE, and

v. Security background investigation, which may include local criminal records checks through local law enforcement agencies.

vi. Attestation by each employee, subject to penalty, to meeting the requirements for qualifying for employment pursuant to chapter 435 and agreeing to inform the employer immediately if arrested for any of the disqualifying offenses while employed by the employer.

The Contractor shall sign the Florida Department of Children and Families Employment Screening Affidavit each State fiscal year (no two such affidavits shall be signed more than 13 months apart) for the term of the Agreement stating that all required staff have been screened or the Contractor is awaiting the results of the screening.

Additional guidance regarding background screening is incorporated herein by reference and may be located at: www.dcf.state.fl.us/programs/backgroundscreening/.

4.1.2. For Emergency Medical Services (EMS): The Contractor shall ensure that all staff utilized by the Contractor and its subcontractors are of good moral character and meet the DCF approved Employment screening standards, as a condition of initial and continued employment that shall include, but not be limited to:

i. Attestation by each employee, subject to penalty, to meeting the requirements for qualifying for employment pursuant to chapter 435 and agreeing to inform the employer immediately if arrested for any of the disqualifying offenses while employed by the employer.

4.1.i.1. The Contractor shall present documentation showing successful background screening, upon request.

4.2. Representations

4.2.1. The Contractor shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement and all work performed pursuant to this Agreement shall be done in a professional manner.

4.2.2. The Contractor hereby represents to LSF, with full knowledge that LSF is relying upon these representations when entering into this Agreement that the Contractor has the professional expertise, experience, and manpower, as well as holds the necessary certifications and licenses required to perform the services to be provided by the Contractor pursuant to the terms of this Agreement.

4.2.3. Prior to commencing to provide any services pursuant to this Agreement, Contractor shall provide copies of any and all business or professional licenses and certifications held by Contractor to LSF related to the performance of the services required by this Agreement, and they shall be incorporated and made a specific part of this Agreement, whether or not attached hereto. Upon renewal of such licenses or certifications during the term of this Agreement, Contractor shall provide evidence of such renewal or re-issuance to LSF.

4.3. Terms and Conditions

4.3.1. Any changes to dates and fees must be submitted and approved by LSF. If circumstances arise that will require additional services and time, the Contractor will notify LSF and obtain written agreement prior to undertaking such activities. The Contractor shall perform all services, tasks and provide deliverables, including the quarterly reconciliation, and reports, as specified in this agreement.

4.4. Health Insurance Portability and Accountability Act

4.4.1. The Contractor shall, where applicable, comply with the Health Insurance Portability and Accountability Act (42 U.S.C. 1320d.) as well as all regulations promulgated thereunder (45 CFR Parts 160, 162, and 164). In compliance with 45 CFR § 164.504(e), the Contractor shall comply with the provisions of Attachment IV to this agreement, governing the safeguarding, use and disclosure of Protected Health Information created, received, maintained, or transmitted by the Contractor or its subcontractors incidental to the Contractor's performance of this agreement.

4.4.2. Business Associates

4.4.2.1. Portability and Accountability Act of 1996, and Standards for the Privacy and Security of Individually Identifiable Health Information, found at 45 C.F.R. Parts 160, 162 and 164, 42 C.F.R. and as amended by the Health Information Technology for Economic and Clinical Health Act, (collectively, "HIPAA"), LSF is required to protect certain individually identifiable health or other information ("Protected Health Information" or "PHI" including, but not limited to, PHI in an electronic form). Should LSF request that the Contractor share or disclose Client PHI with any of the other LSF designated business associates, LSF shall provide the Contractor with written direction indicating the name of the entity, confirmation that such entity is a business associate with a written business associate agreement with LSF and the specific information and/or data LSF desires the Contractor to disclose to or share with such other business associate and the Parties agree to execute any such additional agreements as necessary to complete such activities. For

purposes of this Agreement, "Client" shall mean: any individual that is eligible to receive behavioral health services in accordance with DCF eligibility policies in the Service Area.

4.5. Insurance

4.5.1. As applicable, the Contractor shall maintain continuous adequate liability insurance coverage during the existence of this Agreement and any renewal(s) and extension(s) thereof. With the exception of a State agency or subdivision as defined by subsection 768.28(2), F.S., by execution of this Agreement, the Contractor accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Contractor and the persons served to be served under this Agreement. The Managing Entity and its Network Service Contractors at all tiers are not covered by the State of Florida Risk Management Trust Fund for liability created by s. 284.30, F.S.

4.5.2. The Contractor acknowledges that, as an independent contractor, the Contractor, and its subcontractors, at all tiers are not covered by the State of Florida Risk Management Trust Fund for liability created by s. 284.30, F.S.

4.5.3. Upon the execution of this Agreement, the Contractor shall furnish the Managing Entity written verification supporting both the determination and existence of such insurance coverage and shall furnish verification of renewal or replacement thereof prior to the expiration or cancellation. The Managing Entity reserves the right to require additional insurance as specified in this Agreement.

4.5.4. The Contractor shall notify the Managing Entity within 30 calendar days if there is a modification to the terms of insurance including but not limited to, cancellation or modification to policy limits.

4.5.5. The Contractor shall obtain and provide proof to the Managing Entity and the Department of Comprehensive General Liability Insurance (broad form coverage), specifically including premises, fire, and legal liability to cover the Contractor and all its employees. The limits of the Contractor's coverage shall be no less than $300,000 per occurrence with a minimal annual aggregate of no less than $1,000,000.

4.5.6. If in the course of the performance of its duties under this Agreement any officer, employee, or agent of the Contractor operates a motor vehicle, the Managing Entity shall cause the Contractor, at all tiers, to obtain and provide proof to the ME and the Department of comprehensive automobile liability insurance coverage with limits no less than $300,000 per occurrence with a minimal annual aggregate of no less than $1,000,000.

4.5.7. If in the course of the performance of the duties of any Contractor, at all tiers, any officer, employee, or agent of the Contractor, provides any professional services or provides or administers any prescription drug or medication or controlled substance, the ME shall cause the Contractor, at all tiers, to obtain and provide proof to the ME and the Department of professional liability insurance coverage, including medical malpractice liability and errors and omissions coverage, to cover all employees and shall not exclude claims resulting from physical and sexual abuse. The limits of the coverage shall be no less than $300,000 per occurrence with a minimal annual aggregate of no less than $1,000,000.

4.5.8. The Managing Entity and the Department of Children and Families shall be exempt from, and in no way liable for, any sums of money that may represent a deductible or self-insured retention under any such insurance. The payment of any deductible on any policy shall be the sole responsibility of the Contractor purchasing the insurance.

4.5.9. All insurance policies, at all tiers, shall be provided by insurers licensed or eligible to do and that are doing business in the State of Florida. Each insurer must have a minimum rating of "A" by A. M. Best or an equivalent rating by a similar insurance rating firm and shall name the Managing Entity and the Department as an additional insured under the policy or policies. The Contractor shall use its best good faith efforts to cause the insurers issuing all such general, automobile, and professional liability insurance to use a policy form with additional insured provisions naming both DCF and the ME as additional insured or a form of additional insured endorsement acceptable to ME in the reasonable exercise of its judgment. The ME reserves the right to require additional insurance. The limits of coverage under each policy maintained by the Contractor do not limit the Contractor's liability and obligations under this agreement. Upon the ME's request, the Contractor shall furnish the ME with written verification supporting the existence of such insurance coverage.

4.5.10. All such insurance proposed by the Contractor shall be submitted to and confirmed by the assigned Primary Point of Contact no later than execution initially and thereafter, updates shall be provided annually which reflect no lapse in insurance coverage.

4.6. Indemnification

4.6.1. The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend and hold harmless LSF, State of Florida and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorney's fees, arising from or relating to any alleged act or omission by the Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages caused by the negligence act or omission of LSF.

4.6.2. The Contractor shall fully indemnify, defend and hold harmless LSF, the State, from any suits, actions, damages, and costs of every name and description, including attorney's fees, arising from or relating to violation of infringement of a trademark, copyright, patent, trade secret or intellectual property rights, provided, however, that the foregoing obligation shall not apply to LSF's misuse or modification of Contractor's products or LSF's operation or use of Contractor's products in a manner not contemplated by the agreement or the purchase order. If any product is the subject of an infringement suit or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for LSF the right to continue using the product or modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure LSF the use, LSF shall not be liable for any royalties. The Contractor's indemnification for violation or infringement of a trademark, copyright, patent, trade secret or intellectual property rights shall encompass all such items used or accessed by the Contractor, its officers, agents or subcontractors in the performance of this agreement or delivered to LSF for the use of LSF, its employees, agents, or contractors.

4.6.3. The Contractor shall protect, defend, and indemnify, including attorney's fees and costs, LSF for any and all claims and litigation (including litigation initiated by LSF) arising from or relating to Contractor's claim that a document contains proprietary or trade secret information that is exempt from disclosure or the scope of the Contractor's redaction.

4.6.4. LSF shall not be liable for any costs, expense, or compromise incurred or made by the Contractor in any legal action. The Contractor's inability to evaluate liability or its evaluation of liability shall not excuse its duty to defend and indemnify after receipt of notice. Only an adjudication or judgment after the highest appeal is exhausted finding LSF negligent shall excuse the Contractor

of performance under this provision, in which case LSF shall have no obligation to reimburse the Contractor for costs of its defense. If the Contractor is an agency or subdivision of the State, its obligation of indemnify, defend, and hold harmless LSF shall be to the extent permitted by section 768.28, F.S. or other applicable law, and without waiving the limits of sovereign immunity.

4.7. Governing Law and Compliance

4.7.1. Governing Law

4.7.1.1. The validity, enforceability, and interpretation of this Agreement shall be determined and governed by the laws of the State of Florida, as well as applicable federal laws. The Parties agree that jurisdiction for any dispute, action, claim or alternative dispute resolution proceeding regarding this Agreement shall reside in Duval County, Florida.

4.7.2. Florida Regulatory Governance

4.7.2.1. This Agreement, the attachments, and the performance thereof, are subject to the requirements and regulations promulgated by and specific verbiage required by DCF.

4.7.3. Corporate Compliance

4.7.3.1. During the term of this Agreement, each Party shall: (i) ensure that it is duly organized, validly existing and in good standing under the laws of Florida; (ii) maintain all requisite federal, state and local authority, permits and licenses necessary or appropriate to operate and to carry out its obligations under this Agreement; (iii) monitor its performance of administrative functions on an ongoing basis to ensure compliance with applicable DCF performance standards and guidelines; and (iv) notwithstanding any term or provision in this Agreement to the contrary, remain ultimately responsible for assuring that it is operating in accordance with all applicable federal, state and local laws, rules, regulations and ordinances.

4.7.4. General Provisions

4.7.4.1. Notwithstanding anything in this Agreement to the contrary, the Parties acknowledge and agree that each Party is subject to the Florida Public Records Act under the Florida Contract and under Chapter 119, Florida Statutes. Nonetheless, in the event that a Party becomes legally compelled to disclose any of the Confidential Proprietary Information (the "Compelled Party"), the Compelled Party will provide the other Party with prompt notice thereof so that the other Party may seek a protective order or other appropriate remedy. In the event that such protective order or other remedy is not obtained by the other Party, the Compelled Party will furnish or cause to be furnished only that minimum portion of the Confidential Proprietary Information which the Compelled Party is legally required to furnish.

4.7.4.2. Severability

The illegality, unenforceability, or ineffectiveness of any provision of this Agreement shall not affect the legality, enforceability, or effectiveness of any other provision of this Agreement. If any provision of this Agreement, or the application thereof shall, for any reason and to any extent, be deemed invalid or unenforceable, neither the remainder of this Agreement, nor the application of the provision to other persons,

entities, or circumstances, nor any other instrument referred to in this Agreement shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

4.9.5 Authority to Bind

By signature below, each signatory represents and warrants that such person is duly authorized to enter into this Agreement on the respective Party's behalf and is duly authorized to bind such Party to the terms applicable to each.

4.9.6 Typewritten or Handwritten Provisions

Typewritten or handwritten provisions that are inserted in this Agreement or attached to this Agreement as addenda or riders shall not be valid unless such provisions are initialed by both signatories to this Agreement.

4.9.7 Counterparts: Facsimile Execution and Captions

This Agreement may be executed and delivered: (a) in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument; and/or (b) by facsimile, in which case the instruments so executed and delivered shall be binding and effective for all purposes; and/or (c) by email communication to the parties identified in this agreement. The captions in this Agreement are for reference purposes only and shall not affect the meaning of terms and provisions herein.

4.9.8 Entire Agreement

This Agreement, including any documents incorporated by reference hereto, contains all the terms and conditions agreed upon by the parties regarding the subject matter of this Agreement. Any prior agreements, promises, negotiations or representations of or between the Parties, either oral or written, relating to the subject matter of this Agreement, which are not expressly set forth in this Agreement are null and void and of no further force or effect.

4.9.9 Cancelation of Agreement

This Agreement may be terminated by either party at any time, regardless of reason, with thirty (30) days written notice. No termination shall prejudice the Contractor's rights to payments for services properly completed prior to the effective date of termination. LSF reserves the right to unilaterally cancel this Agreement immediately upon discovery of fraud or misuse of public funds.

The parties' authorized representatives have executed this **sixteen**-page Agreement to be effective this 1st day of July 2025.

Hernando County Board of County Commissioners	Lutheran Services Florida, Inc. d/b/a LSF Health Systems
Signature Date	Signature Date
Printed Name Title	Dr. Christine Cauffield CEO Printed Name Title

The parties agree that any future amendment(s) replacing this page will not affect the above execution.

Federal Tax ID # (or SSN): **59-1155275**

Contractor FY Ending Date: **9/30**

Approved as to form and legal sufficiency
By: Michael Cowan
County Attorney's Office

ATTACHMENT IV

This Attachment contains the terms and conditions governing the Network Service Provider's access to and use of Protected Health Information and provides the permissible uses and disclosures of protected health information by the Provider, also called "Business Associate."

Section 1. Definitions

1.1 Catch-all definitions:

The following terms used in this Attachment shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

1.2 Specific definitions:

1.2.1 "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and for purposes of this Attachment shall specifically refer to the Network Service Provider.

1.2.2 "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and for purposes of this Attachment shall refer to the Managing Entity and/or the Department.

1.2.3. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

1.2.4. "Subcontractor" shall generally have the same meaning as the term "subcontractor" at 45 CFR 160.103 and is defined as an individual to whom a business associate delegates a function, activity or service, other than in the capacity of a member of the workforce of such business associate.

Section 2. Obligations and Activities of Business Associate

2.1 Business Associate agrees to:

2.1.1 Not use or disclose protected health information other than as permitted or required by this Attachment or as required by law;

2.1.2 Use appropriate administrative safeguards as set forth at 45 CRF164.308, physical safeguards as set forth at 45 CRF164.310, and technical safeguards as set forth at 45 CFR 164.312; including, policies and procedures regarding the protection of PHI and/or ePHI set forth at 45 CRF 164.316 and the provisions of training on such policies and procedures to applicable employees, independent contractors and volunteers, that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI and/or ePHI that the Network Service Provider creates, receives, maintains or transmits on behalf of the Managing Entity and/or the Department;

2.1.3 Acknowledge that (a) the foregoing safeguards, policies and procedures requirements shall apply to the Business Associate in the same manner that such requirements apply to the Managing Entity and/or the Department, and (b) the Business Associates and their Subcontractors are directly liable under the

civil and criminal enforcement provisions set forth at Section 13404 of the HITECH Act and 45 CRF 164.500 and 164.502(E) of the Privacy Rule (42 U.S.C. 1320d-5 and 1320d-6), as amended, for failure to comply with the safeguards, policies and procedures requirements and any guidance issued by the Secretary of Health and Human Services with respect to such requirements;

2.1.4 Report to covered entity any use or disclosure of protected health information not provided for by this Attachment of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;

2.1.5 Notify the Managing Entity's Network Manager as soon as possible, but no later than five (5) business days following the determination of any breach or potential breach of personal and confidential departmental data;

2.1.6 Notify the Managing Entity's Network Manager within (24) hours of notification by the US Department of Health and Human Services of any investigations, compliance reviews or inquiries by the US Department of Health and Human Services concerning violations of HIPAA (Privacy, Security Breach).

2.1.7 Provide any additional information requested by the Managing Entity and/or the Department for purposes of investigating and responding to a breach;

2.1.8 Provide at Business Associate's own cost notice to affected parties no later than 45 days following the determination of any potential breach of personal or confidential departmental data as provided in §817.5681, Fla. Stat.;

2.1.9 Implement at Business Associate's own cost measures deemed appropriate by the Managing Entity and/or the Department to avoid or mitigate potential injury to any person due to a breach or potential breach of personal and confidential departmental data;

2.1.10 Take immediate steps to limit or avoid the recurrence of any security breach and take any other action pertaining to such unauthorized access or disclosure required by applicable federal and state laws and regulations regardless of any actions taken by the Managing Entity or the Department ;

2.1.11 In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain or transmit protected health information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information. Business Associates must attain satisfactory assurance in the form of a written contract or other written agreement with their business associates or subcontractors that meets the applicable requirements of 45 CFR 164.504(e)(2) that the Business Associate or Subcontractor will appropriately safeguard the information. For prior contracts or other arrangements, the provider shall provide written certification that its implementation complies with the terms of 45 CFR 164.532(d);

2.1.12 Make available protected health information in a designated record set to covered entity as necessary to satisfy covered entity's obligations under 45 CFR 164.524;

2.1.13 Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy covered entity's obligations under 45 CFR 164.526;

2.1.14 Maintain and make available the information required to provide an accounting of disclosures to the covered entity as necessary to satisfy covered entity's obligations under 45 CFR 164.528;

2.1.15 To the extent the Business Associate is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s); and

2.1.16 Make its internal practices, books, and records available to the Secretary of the U.S. Department of Health and Human Services for purposes of determining compliance with the HIPAA Rules.

Section 3. Permitted Uses and Disclosures by Business Associate

3.1 The Business Associate may only use or disclose protected health information covered under this Attachment as listed below:

3.1.1 The Business Associate may use and disclose the Managing Entity's or Department's PHI and/or ePHI received or created by Business Associate (or its agents and subcontractors) in performing its obligations pursuant to this Attachment.

3.1.2 The Business Associate may use the Managing Entity's or Department's PHI and/or ePHI received or created by Business Associate (or its agents and subcontractors) for archival purposes.

3.1.3 The Business Associate may use PHI and/or ePHI created or received in its capacity as a Business Associate of the Managing Entity for the proper management and administration of the Business Associate, if such use is necessary (a) for the proper management and administration of Business Associate or (b) to carry out the legal responsibilities of Business Associate.

3.1.4 The Business Associate may disclose PHI and/or ePHI created or received in its capacity as a Business Associate of the Managing Entity for the proper management and administration of the Business Associate if (a) the disclosure is required by law or (b) the Business Associate (1) obtains reasonable assurances from the person to whom the PHI and/or ePHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person and (2) the person agrees to notify the Business Associate of any instances of which it becomes aware in which the confidentiality and security of the PHI and/or ePHI has been breached.

3.1.5 The Business Associate may aggregate the PHI and/or ePHI created or received pursuant this Attachment with the PHI and/or ePHI of other covered entities that Business Associate has in its possession through its capacity as a Business Associate of such covered entities for the purpose of providing the Managing Entity and/or the Department of Children and Families with data analyses relating to the health care operations of the Managing Entity or the Department (as defined in 45 C.F.R. §164.501).

3.1.6 The Business Associate may de-identify any and all PHI and/or ePHI received or created pursuant to this Attachment, provided that the de-identification process conforms to the requirements of 45 CRF 164.514(b).

3.1.7 Follow guidance in the HIPAA Rule regarding marketing, fundraising and research located at Sections 45 CRF 164.501, 45 CRF 164.508 and 45 CRF 164.514.

Section 4. Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

4.1 Covered entity shall notify Business Associate of any limitation in the notice of privacy practices of covered entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of protected health information.

4.2 Covered entity shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect Business Associate's use or disclosure of protected health information.

4.3 Covered entity shall notify Business Associate of any restriction on the use or disclosure of protected health information that covered entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of protected health information.

Section 5. Termination

5.1 Termination for Cause

5.1.1 Upon the Managing Entity's knowledge of a material breach by the Business Associate, the Managing Entity shall either:

5.1.1.1 Provide an opportunity for the Business Associate to cure the breach or end the violation and terminate the Agreement or discontinue access to PHI if the Business Associate does not cure the breach or end the violation within the time specified by the Managing Entity;

5.1.1.2 Immediately terminate this Agreement or discontinue access to PHI if the Business Associate has breached a material term of this Attachment and does not end the violation; or

5.1.1.3 If neither termination nor cure is feasible, the Managing Entity shall report the violation to the Department of Children and Families and the Secretary of the Department of Health and Human Services.

5.2 Obligations of Business Associate Upon Termination

5.2.1 Upon termination of this Attachment for any reason, Business Associate, with respect to protected health information received from covered entity, or created, maintained, or received by Business Associate on behalf of covered entity, shall:

5.2.1.1 Retain only that protected health information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

5.2.1.2 Return to covered entity, or other entity as specified by the Managing Entity or, if permission is granted by the Managing Entity, destroy the remaining protected health information that the Business Associate still maintains in any form;

5.2.1.3 Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other

than as provided for in this Section, for as long as Business Associate retains the protected health information;

5.2.1.4 Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at paragraphs 3.1.3 and 3.1.4 above under "Permitted Uses and Disclosures By Business Associate" which applied prior to termination; and

5.2.1.5 Return to covered entity, or other entity as specified by the Managing Entity or, if permission is granted by the Managing Entity, destroy the protected health information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

5.2.1.6 The obligations of Business Associate under this Section shall survive the termination of this Attachment.

Section 6. Miscellaneous

6.1 A regulatory reference in this Attachment to a section in the HIPAA Rules means the section as in effect or as amended.

6.2 The Parties agree to take such action as is necessary to amend this Attachment from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

6.3 Any ambiguity in this Attachment shall be interpreted to permit compliance with the HIPAA Rules.

Docusign Envelope ID: A391409C-C3A9-43C6-B4E7-345AA74AD478

PURCHASE ORDER AGREEMENT

This Agreement is entered into between Lutheran Services Florida, Inc., d/b/a LSF Health Systems (a Florida non-profit corporation), hereinafter referred to as the "LSF" and/or the "Managing Entity" and **Hernando County Board of County Commissioners** herein after referred to as the "Contractor." The Contractor and LSF may be referred to herein individually as a "party" or collectively as "the parties." LSF and the Contractor agrees as follows:

Effective and Ending Dates. The terms of this Agreement shall be effective July 1, 2025, and shall continue through June 30, 2026.

This document provides direction and guidance for administration, implementation, and management of the **Florida Opioid Allocation and Statewide Response Agreement (Opioid Settlement) – Non-Qualified County (NQC) Funds** in the following County(ies): **Hernando**.

Services to be Provided. This scope of work is for the Contractor to provide **a community resource hub and a Mobile Integrated Healthcare Community Paramedicine (MIH-CP) Program.**

The Contractor is seeking to continue the two positions of Mental Health Substance Abuse Data Analyst and Resource Coordinator. These position with continue to serve all of Hernando County and cover all new and old services of the county. The scope of work is to serve as the quality control and hub for dissemination of information regarding opioid funding and resources.

Hernando County Fire Rescue will continue its MIH-CP program. The contractor hired an Emergency Medical Services (EMS) Supervisor/MIH-CP Coordinator to implement and oversee the MIH-CP Program. The coordinator will manage the Coordinated Opioid Recovery (CORE) Network which resulted in the hiring of two dedicated Community Paramedics. This funding will pay for the three mentioned employee's salaries, as well as the operational costs associated with running the program.

Section 1. Financial Consideration

1.1. Award Amount

Hernando County Board of County Commissioners has been awarded an amount not to exceed **LSF approved Exhibit C and D - Projected Operating and Capital Budget**, *per county, if multiple counties are listed*, for costs associated with administration of the services at its agency. Funding will be provided through OCA MSONQ - ME Opioid TF Non-Qualified Counties. This award is subject to availability of funds from the Department of Children and Families (DCF).

1.2. Budget

1.2.1 The Contractor shall submit a detailed, line-item budget to LSF identifying for each line the allowable items for the program, the projected or budgeted amount for each line item and narrative supporting the reasonableness and necessity of any unusual items.

1.2.1.1 Submissions must be separated by the counties listed in this Agreement, if multiple counties are listed.

Docusign Envelope ID: A391409C-C3A9-43C6-B4E7-345AA74AD478

1.2.2 All budgets and revisions thereto are subject to approval by LSF.

1.2.3 The Contractor may revise a budget by submitting same to the assigned Network Manager via electronic mail for approval.

1.2.4 Approved budgets shall be maintained in the official agreement file.

1.2.5 Modifications to the approved budget may not be effective retroactively.

1.3. Payment

This award shall be paid using a fixed rate methodology, subject to the availability of funds. The Contractor shall comply with the terms of such methodology, including quarterly fiscal reconciliation reports data reporting, as outlined below.

1.3.1 The total monthly payment amount shall be an equal proportion of the approved budget amount according to the agreement period and shall be included as a line item in the Contractor's Invoice with the following documentation provided as support.

1.3.1.1 The Contractor shall submit the **Exhibit O - Expenditure Reconciliation Report** using the form designated by LSF Health Systems, available on the website: https://www.lsfhealthsystems.org/resources/#contractdocument, which will outline expenses incurred by the Contractor. This report shall be submitted on or before the 8th of the month following the end of each quarter. The Managing Entity reserves the right to request monthly **Exhibit O - Expenditure Reconciliation reports,** depending on the Contractor's rate of spending, to perform an invoice reconciliation at any point within the fiscal year.

a. Submissions must be separated by the counties listed in this Agreement, if multiple counties are listed.

1.3.1.2 All funds paid under the fixed rate methodology must be accounted for through this reconciliation process and any funding not accounted for is subject to repayment to LSF Health Systems.

1.3.1.3 LSF Health Systems reserves the right to request substantiating documentation to support the line items submitted by the Contractor in the **Exhibit O - Expenditure Reconciliation Report**.

1.3.1.4 All reports as required in Section 2.3 Required Reporting.

1.3.2 Reimbursement shall be made for actual, allowable expenditures within the limits of the latest version of the approved budget at the time that the invoice is processed.

1.3.3 The Contractor agrees that it will account for all payments from LSF according to generally accepted standard accounting principles.

Section 2. Program Administration

2.1. The Opioid Settlement program will be administered according to approved DCF Children and Families Operating Procedure (CFOP) for the Opioid Settlement and any other approved DCF document

reflecting the program requirements, or latest version thereof, which can be found at following link using the applicable fiscal year: https://www.myflfamilies.com/services/substance-abuse-and-mental-health/samh-providers/managing-entities.

2.2. Program requirements are as follows:

2.2.1 As reflected on the approved Schedule B of the Florida Opioid Allocation and Statewide Response Agreement, or latest version thereof.

2.2.2 As reflected on the approved DCF CFOP for the Opioid Settlement and any other approved DCF document reflecting the program requirements, or latest version thereof, which can be found at following link using the applicable fiscal year: https://www.myflfamilies.com/services/substance-abuse-and-mental-health/samh-providers/managing-entities.

2.2.3 Service Tasks

2.2.3.1 The Contractor shall perform all tasks reflected on the **LSF approved Exhibit G – Submission of Information**.

a. Submissions must be separated by the counties listed in this Agreement, if multiple counties are listed.

2.3. Required Reporting

2.3.1 **Expenditure Reconciliation Report:** This report shall be submitted on or before the 8th of the month following the end of each quarter. However, the Managing Entity reserves the right to request monthly Expenditure Reconciliation Reports, depending on the Contractor's rate of spending, to perform an invoice reconciliation at any point within the fiscal year.

2.3.1.1 Submissions must be separated by the counties listed in this Agreement, if multiple counties are listed.

2.3.2 The Contractor shall submit service data to LSF as required by LSF and DCF and shall submit the data electronically by the 8th of each month for the previous month's services, as specified by LSF and DCF and in accordance with the DCF Data System Guidelines.

2.3.2.1 Submissions must be separated by the counties listed in this Agreement, if multiple counties are listed.

2.3.3 Ad Hoc and additional reporting, at any frequency, may be required as determined necessary by LSF Health Systems or the Department of Children and Families.

2.3.3.1 Submissions must be separated by the counties listed in this Agreement, if multiple counties are listed.

2.3.4 Receipt of Opioid Settlement funds is an express acknowledgement of the obligation to report data on services funded by the Settlement. Recipients shall provide data to the Department of Children and Families (Department) through the Opioid Data Management System (ODMS) as

prescribed by the Department. Opioid Settlement funding is contingent upon satisfactory data reporting.

2.3.4.1 Submissions must be separated by the counties listed in this Agreement, if multiple counties are listed.

Section 3. Documentation

3.1. Cost

3.1.1 Professional Services Rendered: Invoices for professional services must include a general statement of the services provided, the time period covered by the invoice, the hourly rate, the number of hours worked, and the total payment required. Evidence of payment of the invoice must also be included.

3.1.2 Postage and Reproduction Expenses: Outside Contractor's purchases must include invoices with evidence of payments made or receipts with itemization. In-house postage and reproduction must be supported by usage logs or similar reports.

Travel: Travel reimbursements shall be made in accordance with the Department's CFOP 40-1, § 287.058(1)(b), Fla. Stat. and §112.061, Fla. Stat. Receipts for direct expenses (e.g., airfare, car rental, parking, tolls) shall be provided in support of such expenses. For mileage reimbursements, submissions shall include date(s) of travel, amount of mileage (support of mileage may include either map routes or odometer readings), purpose of travel, origin, and destination.

3.1.3 General Expenses not otherwise specified: Receipts or invoices with evidence of payment should be provided.

3.2. Services Rendered

3.2.1. The submission of service data in relation to the final invoice for payment shall be submitted to the Managing Entity no more than forty-five (45) days after the agreement ends or is terminated. If the Contractor fails to do so, all rights to payment are forfeited and the Managing Entity shall not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this agreement may be withheld until performance of services and all reports due from the Contractor, and necessary adjustments thereto, have been approved by the Managing Entity.

3.2.2. Appropriate documentation shall be maintained in accordance with the applicable parameters established by statute, regulation, and code. Audit documentation shall be in accordance with 65E-14.021, F.A.C. The Contractor shall make such information available to LSF upon request and during monitoring of the program administration.

3.2.2.1. Staff timecards and a log of the date, time, number of participants, and the staff member conducting the class shall be the substantiating documentation for services and invoice back-up data.

3.2.3. The Contractor shall notify the Managing Entity's Network Manager, in writing, at least ten (10) calendar days prior to any changes in services and/or locations where services are being provided. Changes must continue to meet the service needs of consumers without excessive time and travel requirements.

Docusign Envelope ID: A391409C-C3A9-43C6-B4E7-345AA74AD478

Section 4. Miscellaneous

4.1. Employment Screening

4.1.1. For non-Emergency Medical Services (EMS): The Contractor shall ensure that all staff utilized by the Contractor and its subcontractors, and funded through this agreement as reflected in Sections 1.1 and 1.2, are of good moral character and meet the Level 2 Employment screening standards specified in § 394.4572, 397.4073, 408.809, 435.04, 110.1127 and §39.001(2), Fla. Stat., as a condition of initial and continued employment that shall include, but not be limited to:

i. Employment history check,

ii. Fingerprinting for all criminal record checks,

iii. Statewide criminal and juvenile delinquency records checks through the Florida Department of Law Enforcement (FDLE),

iv. Federal criminal records check from the Federal Bureau of Investigations via the FDLE, and

v. Security background investigation, which may include local criminal records checks through local law enforcement agencies.

vi. Attestation by each employee, subject to penalty, to meeting the requirements for qualifying for employment pursuant to chapter 435 and agreeing to inform the employer immediately if arrested for any of the disqualifying offenses while employed by the employer.

The Contractor shall sign the Florida Department of Children and Families Employment Screening Affidavit each State fiscal year (no two such affidavits shall be signed more than 13 months apart) for the term of the Agreement stating that all required staff have been screened or the Contractor is awaiting the results of the screening.

Additional guidance regarding background screening is incorporated herein by reference and may be located at: www.dcf.state.fl.us/programs/backgroundscreening/.

4.1.2. For Emergency Medical Services (EMS): The Contractor shall ensure that all staff utilized by the Contractor and its subcontractors are of good moral character and meet the DCF approved Employment screening standards, as a condition of initial and continued employment that shall include, but not be limited to:

i. Attestation by each employee, subject to penalty, to meeting the requirements for qualifying for employment pursuant to chapter 435 and agreeing to inform the employer immediately if arrested for any of the disqualifying offenses while employed by the employer.

4.1.i.1. The Contractor shall present documentation showing successful background screening, upon request.

Docusign Envelope ID: A391409C-C3A9-43C6-B4E7-345AA74AD478

4.2. Representations

4.2.1. The Contractor shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement and all work performed pursuant to this Agreement shall be done in a professional manner.

4.2.2. The Contractor hereby represents to LSF, with full knowledge that LSF is relying upon these representations when entering into this Agreement that the Contractor has the professional expertise, experience, and manpower, as well as holds the necessary certifications and licenses required to perform the services to be provided by the Contractor pursuant to the terms of this Agreement.

4.2.3. Prior to commencing to provide any services pursuant to this Agreement, Contractor shall provide copies of any and all business or professional licenses and certifications held by Contractor to LSF related to the performance of the services required by this Agreement, and they shall be incorporated and made a specific part of this Agreement, whether or not attached hereto. Upon renewal of such licenses or certifications during the term of this Agreement, Contractor shall provide evidence of such renewal or re-issuance to LSF.

4.3. Terms and Conditions

4.3.1. Any changes to dates and fees must be submitted and approved by LSF. If circumstances arise that will require additional services and time, the Contractor will notify LSF and obtain written agreement prior to undertaking such activities. The Contractor shall perform all services, tasks and provide deliverables, including the quarterly reconciliation, and reports, as specified in this agreement.

4.4. Health Insurance Portability and Accountability Act

4.4.1. The Contractor shall, where applicable, comply with the Health Insurance Portability and Accountability Act (42 U.S.C. 1320d.) as well as all regulations promulgated thereunder (45 CFR Parts 160, 162, and 164). In compliance with 45 CFR § 164.504(e), the Contractor shall comply with the provisions of Attachment IV to this agreement, governing the safeguarding, use and disclosure of Protected Health Information created, received, maintained, or transmitted by the Contractor or its subcontractors incidental to the Contractor's performance of this agreement.

4.4.2. Business Associates

4.4.2.1. Portability and Accountability Act of 1996, and Standards for the Privacy and Security of Individually Identifiable Health Information, found at 45 C.F.R. Parts 160, 162 and 164, 42 C.F.R. and as amended by the Health Information Technology for Economic and Clinical Health Act, (collectively, "HIPAA"), LSF is required to protect certain individually identifiable health or other information ("Protected Health Information" or "PHI" including, but not limited to, PHI in an electronic form). Should LSF request that the Contractor share or disclose Client PHI with any of the other LSF designated business associates, LSF shall provide the Contractor with written direction indicating the name of the entity, confirmation that such entity is a business associate with a written business associate agreement with LSF and the specific information and/or data LSF desires the Contractor to disclose to or share with such other business associate and the Parties agree to execute any such additional agreements as necessary to complete such activities. For

purposes of this Agreement, "Client" shall mean: any individual that is eligible to receive behavioral health services in accordance with DCF eligibility policies in the Service Area.

4.5. Insurance

4.5.1. As applicable, the Contractor shall maintain continuous adequate liability insurance coverage during the existence of this Agreement and any renewal(s) and extension(s) thereof. With the exception of a State agency or subdivision as defined by subsection 768.28(2), F.S., by execution of this Agreement, the Contractor accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Contractor and the persons served to be served under this Agreement. The Managing Entity and its Network Service Contractors at all tiers are not covered by the State of Florida Risk Management Trust Fund for liability created by s. 284.30, F.S.

4.5.2. The Contractor acknowledges that, as an independent contractor, the Contractor, and its subcontractors, at all tiers are not covered by the State of Florida Risk Management Trust Fund for liability created by s. 284.30, F.S.

4.5.3. Upon the execution of this Agreement, the Contractor shall furnish the Managing Entity written verification supporting both the determination and existence of such insurance coverage and shall furnish verification of renewal or replacement thereof prior to the expiration or cancellation. The Managing Entity reserves the right to require additional insurance as specified in this Agreement.

4.5.4. The Contractor shall notify the Managing Entity within 30 calendar days if there is a modification to the terms of insurance including but not limited to, cancellation or modification to policy limits.

4.5.5. The Contractor shall obtain and provide proof to the Managing Entity and the Department of Comprehensive General Liability Insurance (broad form coverage), specifically including premises, fire, and legal liability to cover the Contractor and all its employees. The limits of the Contractor’s coverage shall be no less than $300,000 per occurrence with a minimal annual aggregate of no less than $1,000,000.

4.5.6. If in the course of the performance of its duties under this Agreement any officer, employee, or agent of the Contractor operates a motor vehicle, the Managing Entity shall cause the Contractor, at all tiers, to obtain and provide proof to the ME and the Department of comprehensive automobile liability insurance coverage with limits no less than $300,000 per occurrence with a minimal annual aggregate of no less than $1,000,000.

4.5.7. If in the course of the performance of the duties of any Contractor, at all tiers, any officer, employee, or agent of the Contractor, provides any professional services or provides or administers any prescription drug or medication or controlled substance, the ME shall cause the Contractor, at all tiers, to obtain and provide proof to the ME and the Department of professional liability insurance coverage, including medical malpractice liability and errors and omissions coverage, to cover all employees and shall not exclude claims resulting from physical and sexual abuse. The limits of the coverage shall be no less than $300,000 per occurrence with a minimal annual aggregate of no less than $1,000,000.

4.5.8. The Managing Entity and the Department of Children and Families shall be exempt from, and in no way liable for, any sums of money that may represent a deductible or self-insured retention under any such insurance. The payment of any deductible on any policy shall be the sole responsibility of the Contractor purchasing the insurance.

Docusign Envelope ID: A391409C-C3A9-43C6-B4E7-345AA74AD478

4.5.9. All insurance policies, at all tiers, shall be provided by insurers licensed or eligible to do and that are doing business in the State of Florida. Each insurer must have a minimum rating of "A" by A. M. Best or an equivalent rating by a similar insurance rating firm and shall name the Managing Entity and the Department as an additional insured under the policy or policies. The Contractor shall use its best good faith efforts to cause the insurers issuing all such general, automobile, and professional liability insurance to use a policy form with additional insured provisions naming both DCF and the ME as additional insured or a form of additional insured endorsement acceptable to ME in the reasonable exercise of its judgment. The ME reserves the right to require additional insurance. The limits of coverage under each policy maintained by the Contractor do not limit the Contractor's liability and obligations under this agreement. Upon the ME's request, the Contractor shall furnish the ME with written verification supporting the existence of such insurance coverage.

4.5.10. All such insurance proposed by the Contractor shall be submitted to and confirmed by the assigned Primary Point of Contact no later than execution initially and thereafter, updates shall be provided annually which reflect no lapse in insurance coverage.

4.6. Indemnification

4.6.1. The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend and hold harmless LSF, State of Florida and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorney's fees, arising from or relating to any alleged act or omission by the Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages caused by the negligence act or omission of LSF.

4.6.2. The Contractor shall fully indemnify, defend and hold harmless LSF, the State, from any suits, actions, damages, and costs of every name and description, including attorney's fees, arising from or relating to violation of infringement of a trademark, copyright, patent, trade secret or intellectual property rights, provided, however, that the foregoing obligation shall not apply to LSF's misuse or modification of Contractor's products or LSF's operation or use of Contractor's products in a manner not contemplated by the agreement or the purchase order. If any product is the subject of an infringement suit or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for LSF the right to continue using the product or modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure LSF the use, LSF shall not be liable for any royalties. The Contractor's indemnification for violation or infringement of a trademark, copyright, patent, trade secret or intellectual property rights shall encompass all such items used or accessed by the Contractor, its officers, agents or subcontractors in the performance of this agreement or delivered to LSF for the use of LSF, its employees, agents, or contractors.

4.6.3. The Contractor shall protect, defend, and indemnify, including attorney's fees and costs, LSF for any and all claims and litigation (including litigation initiated by LSF) arising from or relating to Contractor's claim that a document contains proprietary or trade secret information that is exempt from disclosure or the scope of the Contractor's redaction.

4.6.4. LSF shall not be liable for any costs, expense, or compromise incurred or made by the Contractor in any legal action. The Contractor's inability to evaluate liability or its evaluation of liability shall not excuse its duty to defend and indemnify after receipt of notice. Only an adjudication or judgment after the highest appeal is exhausted finding LSF negligent shall excuse the Contractor

Docusign Envelope ID: A391409C-C3A9-43C6-B4E7-345AA74AD478

of performance under this provision, in which case LSF shall have no obligation to reimburse the Contractor for costs of its defense. If the Contractor is an agency or subdivision of the State, its obligation of indemnify, defend, and hold harmless LSF shall be to the extent permitted by section 768.28, F.S. or other applicable law, and without waiving the limits of sovereign immunity.

4.7. Governing Law and Compliance

4.7.1. Governing Law

4.7.1.1. The validity, enforceability, and interpretation of this Agreement shall be determined and governed by the laws of the State of Florida, as well as applicable federal laws. The Parties agree that jurisdiction for any dispute, action, claim or alternative dispute resolution proceeding regarding this Agreement shall reside in Duval County, Florida.

4.7.2. Florida Regulatory Governance

4.7.2.1. This Agreement, the attachments, and the performance thereof, are subject to the requirements and regulations promulgated by and specific verbiage required by DCF.

4.7.3. Corporate Compliance

4.7.3.1. During the term of this Agreement, each Party shall: (i) ensure that it is duly organized, validly existing and in good standing under the laws of Florida; (ii) maintain all requisite federal, state and local authority, permits and licenses necessary or appropriate to operate and to carry out its obligations under this Agreement; (iii) monitor its performance of administrative functions on an ongoing basis to ensure compliance with applicable DCF performance standards and guidelines; and (iv) notwithstanding any term or provision in this Agreement to the contrary, remain ultimately responsible for assuring that it is operating in accordance with all applicable federal, state and local laws, rules, regulations and ordinances.

4.7.4. General Provisions

4.7.4.1. Notwithstanding anything in this Agreement to the contrary, the Parties acknowledge and agree that each Party is subject to the Florida Public Records Act under the Florida Contract and under Chapter 119, Florida Statutes. Nonetheless, in the event that a Party becomes legally compelled to disclose any of the Confidential Proprietary Information (the "Compelled Party"), the Compelled Party will provide the other Party with prompt notice thereof so that the other Party may seek a protective order or other appropriate remedy. In the event that such protective order or other remedy is not obtained by the other Party, the Compelled Party will furnish or cause to be furnished only that minimum portion of the Confidential Proprietary Information which the Compelled Party is legally required to furnish.

4.7.4.2. Severability

The illegality, unenforceability, or ineffectiveness of any provision of this Agreement shall not affect the legality, enforceability, or effectiveness of any other provision of this Agreement. If any provision of this Agreement, or the application thereof shall, for any reason and to any extent, be deemed invalid or unenforceable, neither the remainder of this Agreement, nor the application of the provision to other persons,

Docusign Envelope ID: A391409C-C3A9-43C6-B4E7-345AA74AD478

entities, or circumstances, nor any other instrument referred to in this Agreement shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

4.9.5 Authority to Bind

By signature below, each signatory represents and warrants that such person is duly authorized to enter into this Agreement on the respective Party's behalf and is duly authorized to bind such Party to the terms applicable to each.

4.9.6 Typewritten or Handwritten Provisions

Typewritten or handwritten provisions that are inserted in this Agreement or attached to this Agreement as addenda or riders shall not be valid unless such provisions are initialed by both signatories to this Agreement.

4.9.7 Counterparts: Facsimile Execution and Captions

This Agreement may be executed and delivered: (a) in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument; and/or (b) by facsimile, in which case the instruments so executed and delivered shall be binding and effective for all purposes; and/or (c) by email communication to the parties identified in this agreement. The captions in this Agreement are for reference purposes only and shall not affect the meaning of terms and provisions herein.

4.9.8 Entire Agreement

This Agreement, including any documents incorporated by reference hereto, contains all the terms and conditions agreed upon by the parties regarding the subject matter of this Agreement. Any prior agreements, promises, negotiations or representations of or between the Parties, either oral or written, relating to the subject matter of this Agreement, which are not expressly set forth in this Agreement are null and void and of no further force or effect.

4.9.9 Cancelation of Agreement

This Agreement may be terminated by either party at any time, regardless of reason, with thirty (30) days written notice. No termination shall prejudice the Contractor's rights to payments for services properly completed prior to the effective date of termination. LSF reserves the right to unilaterally cancel this Agreement immediately upon discovery of fraud or misuse of public funds.

The parties' authorized representatives have executed this **sixteen**-page Agreement to be effective this 1st day of July 2025.

Docusign Envelope ID: A391409C-C3A9-43C6-B4E7-345AA74AD478

Hernando County Board of County Commissioners	Lutheran Services Florida, Inc. d/b/a LSF Health Systems
9-9-2025	Signed by: Dr. Christine Cauffield 2B9C4E3BA9EF462... 9/24/2025
Signature Date	Signature Date
Brian Hawkins, Chairman	Dr. Christine Cauffield CEO
Printed Name Title	Printed Name Title

The parties agree that any future amendment(s) replacing this page will not affect the above execution.

Federal Tax ID # (or SSN): **59-1155275**

Contractor FY Ending Date: **9/30**

Approved as to form and legal sufficiency
By: Michael Cowan
County Attorney's Office

Docusign Envelope ID: A391409C-C3A9-43C6-B4E7-345AA74AD478

ATTACHMENT IV

This Attachment contains the terms and conditions governing the Network Service Provider's access to and use of Protected Health Information and provides the permissible uses and disclosures of protected health information by the Provider, also called "Business Associate."

Section 1. Definitions

1.1 Catch-all definitions:

The following terms used in this Attachment shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

1.2 Specific definitions:

1.2.1 "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and for purposes of this Attachment shall specifically refer to the Network Service Provider.

1.2.2 "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and for purposes of this Attachment shall refer to the Managing Entity and/or the Department.

1.2.3. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

1.2.4. "Subcontractor" shall generally have the same meaning as the term "subcontractor" at 45 CFR 160.103 and is defined as an individual to whom a business associate delegates a function, activity or service, other than in the capacity of a member of the workforce of such business associate.

Section 2. Obligations and Activities of Business Associate

2.1 Business Associate agrees to:

2.1.1 Not use or disclose protected health information other than as permitted or required by this Attachment or as required by law;

2.1.2 Use appropriate administrative safeguards as set forth at 45 CRF164.308, physical safeguards as set forth at 45 CRF164.310, and technical safeguards as set forth at 45 CFR 164.312; including, policies and procedures regarding the protection of PHI and/or ePHI set forth at 45 CRF 164.316 and the provisions of training on such policies and procedures to applicable employees, independent contractors and volunteers, that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI and/or ePHI that the Network Service Provider creates, receives, maintains or transmits on behalf of the Managing Entity and/or the Department;

2.1.3 Acknowledge that (a) the foregoing safeguards, policies and procedures requirements shall apply to the Business Associate in the same manner that such requirements apply to the Managing Entity and/or the Department, and (b) the Business Associates and their Subcontractors are directly liable under the

Docusign Envelope ID: A391409C-C3A9-43C6-B4E7-345AA74AD478

civil and criminal enforcement provisions set forth at Section 13404 of the HITECH Act and 45 CRF 164.500 and 164.502(E) of the Privacy Rule (42 U.S.C. 1320d-5 and 1320d-6), as amended, for failure to comply with the safeguards, policies and procedures requirements and any guidance issued by the Secretary of Health and Human Services with respect to such requirements;

2.1.4 Report to covered entity any use or disclosure of protected health information not provided for by this Attachment of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;

2.1.5 Notify the Managing Entity's Network Manager as soon as possible, but no later than five (5) business days following the determination of any breach or potential breach of personal and confidential departmental data;

2.1.6 Notify the Managing Entity's Network Manager within (24) hours of notification by the US Department of Health and Human Services of any investigations, compliance reviews or inquiries by the US Department of Health and Human Services concerning violations of HIPAA (Privacy, Security Breach).

2.1.7 Provide any additional information requested by the Managing Entity and/or the Department for purposes of investigating and responding to a breach;

2.1.8 Provide at Business Associate's own cost notice to affected parties no later than 45 days following the determination of any potential breach of personal or confidential departmental data as provided in §817.5681, Fla. Stat.;

2.1.9 Implement at Business Associate's own cost measures deemed appropriate by the Managing Entity and/or the Department to avoid or mitigate potential injury to any person due to a breach or potential breach of personal and confidential departmental data;

2.1.10 Take immediate steps to limit or avoid the recurrence of any security breach and take any other action pertaining to such unauthorized access or disclosure required by applicable federal and state laws and regulations regardless of any actions taken by the Managing Entity or the Department ;

2.1.11 In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain or transmit protected health information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information. Business Associates must attain satisfactory assurance in the form of a written contract or other written agreement with their business associates or subcontractors that meets the applicable requirements of 45 CFR 164.504(e)(2) that the Business Associate or Subcontractor will appropriately safeguard the information. For prior contracts or other arrangements, the provider shall provide written certification that its implementation complies with the terms of 45 CFR 164.532(d);

2.1.12 Make available protected health information in a designated record set to covered entity as necessary to satisfy covered entity's obligations under 45 CFR 164.524;

2.1.13 Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy covered entity's obligations under 45 CFR 164.526;

2.1.14 Maintain and make available the information required to provide an accounting of disclosures to the covered entity as necessary to satisfy covered entity's obligations under 45 CFR 164.528;

Docusign Envelope ID: A391409C-C3A9-43C6-B4E7-345AA74AD478

2.1.15 To the extent the Business Associate is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s); and

2.1.16 Make its internal practices, books, and records available to the Secretary of the U.S. Department of Health and Human Services for purposes of determining compliance with the HIPAA Rules.

Section 3. Permitted Uses and Disclosures by Business Associate

3.1 The Business Associate may only use or disclose protected health information covered under this Attachment as listed below:

3.1.1 The Business Associate may use and disclose the Managing Entity's or Department's PHI and/or ePHI received or created by Business Associate (or its agents and subcontractors) in performing its obligations pursuant to this Attachment.

3.1.2 The Business Associate may use the Managing Entity's or Department's PHI and/or ePHI received or created by Business Associate (or its agents and subcontractors) for archival purposes.

3.1.3 The Business Associate may use PHI and/or ePHI created or received in its capacity as a Business Associate of the Managing Entity for the proper management and administration of the Business Associate, if such use is necessary (a) for the proper management and administration of Business Associate or (b) to carry out the legal responsibilities of Business Associate.

3.1.4 The Business Associate may disclose PHI and/or ePHI created or received in its capacity as a Business Associate of the Managing Entity for the proper management and administration of the Business Associate if (a) the disclosure is required by law or (b) the Business Associate (1) obtains reasonable assurances from the person to whom the PHI and/or ePHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person and (2) the person agrees to notify the Business Associate of any instances of which it becomes aware in which the confidentiality and security of the PHI and/or ePHI has been breached.

3.1.5 The Business Associate may aggregate the PHI and/or ePHI created or received pursuant this Attachment with the PHI and/or ePHI of other covered entities that Business Associate has in its possession through its capacity as a Business Associate of such covered entities for the purpose of providing the Managing Entity and/or the Department of Children and Families with data analyses relating to the health care operations of the Managing Entity or the Department (as defined in 45 C.F.R. §164.501).

3.1.6 The Business Associate may de-identify any and all PHI and/or ePHI received or created pursuant to this Attachment, provided that the de-identification process conforms to the requirements of 45 CRF 164.514(b).

3.1.7 Follow guidance in the HIPAA Rule regarding marketing, fundraising and research located at Sections 45 CRF 164.501, 45 CRF 164.508 and 45 CRF 164.514.

Docusign Envelope ID: A391409C-C3A9-43C6-B4E7-345AA74AD478

Section 4. Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

4.1 Covered entity shall notify Business Associate of any limitation in the notice of privacy practices of covered entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of protected health information.

4.2 Covered entity shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect Business Associate's use or disclosure of protected health information.

4.3 Covered entity shall notify Business Associate of any restriction on the use or disclosure of protected health information that covered entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of protected health information.

Section 5. Termination

5.1 Termination for Cause

5.1.1 Upon the Managing Entity's knowledge of a material breach by the Business Associate, the Managing Entity shall either:

5.1.1.1 Provide an opportunity for the Business Associate to cure the breach or end the violation and terminate the Agreement or discontinue access to PHI if the Business Associate does not cure the breach or end the violation within the time specified by the Managing Entity;

5.1.1.2 Immediately terminate this Agreement or discontinue access to PHI if the Business Associate has breached a material term of this Attachment and does not end the violation; or

5.1.1.3 If neither termination nor cure is feasible, the Managing Entity shall report the violation to the Department of Children and Families and the Secretary of the Department of Health and Human Services.

5.2 Obligations of Business Associate Upon Termination

5.2.1 Upon termination of this Attachment for any reason, Business Associate, with respect to protected health information received from covered entity, or created, maintained, or received by Business Associate on behalf of covered entity, shall:

5.2.1.1 Retain only that protected health information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

5.2.1.2 Return to covered entity, or other entity as specified by the Managing Entity or, if permission is granted by the Managing Entity, destroy the remaining protected health information that the Business Associate still maintains in any form;

5.2.1.3 Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other

Docusign Envelope ID: A391409C-C3A9-43C6-B4E7-345AA74AD478

than as provided for in this Section, for as long as Business Associate retains the protected health information;

5.2.1.4 Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at paragraphs 3.1.3 and 3.1.4 above under "Permitted Uses and Disclosures By Business Associate" which applied prior to termination; and

5.2.1.5 Return to covered entity, or other entity as specified by the Managing Entity or, if permission is granted by the Managing Entity, destroy the protected health information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

5.2.1.6 The obligations of Business Associate under this Section shall survive the termination of this Attachment.

Section 6. Miscellaneous

6.1 A regulatory reference in this Attachment to a section in the HIPAA Rules means the section as in effect or as amended.

6.2 The Parties agree to take such action as is necessary to amend this Attachment from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

6.3 Any ambiguity in this Attachment shall be interpreted to permit compliance with the HIPAA Rules.

Meeting: 09/09/2025
Department: Library
Prepared By: Julia Scourtas
Initiator: Cynthia Loftis-Culp
DOC ID: 16281
Legal Request Number:
Bid/Contract Number:

TITLE

Ratification of Application to America 250 Grant Program for Proposed, Voices of Liberty: Civic Literacy and Living History at the Library, Initiative for Library Services Department

BRIEF OVERVIEW

The America 250 Florida Grant Program, administered by the Florida Department of State, supports civic, cultural, and educational projects that commemorate the 250th anniversary of the signing of the Declaration of Independence. With a focus on promoting the principles of liberty, self-government, and national unity, the grant encourages programs that deepen public understanding of America's founding ideals and honor those who have defended them.

In alignment with these goals, the Hernando County Public Library System proposes *"Voices of Liberty: Civic Literacy and Living History at the Library"*, a year-long, all-ages initiative designed to promote civic education, cultural engagement, and historical reflection. Through strategic partnerships with the Daughters of the American Revolution, local veterans' groups, and community educators, the Library will offer inclusive programming that reinforces democratic values and honors those who have preserved them.

Key elements include a *Founding Principles Family Night*, an engaging *Veterans Day Tribute*, and winter programming such as *Civics Through Storytime*, a *Let Freedom Read!* Winter Reading Challenge, and an *American Symbols* exhibit. Spring 2026 will feature a *Charters of Freedom* lecture mini-series and a *Living History Day* with reenactors and student dramatizations. The initiative will culminate in *Freedom Is…,* a community art project inviting patrons of all ages to reflect on the meaning of freedom through visual and written expression.

Together, these programs will foster civic pride, increase public understanding of foundational American principles, and offer meaningful engagement opportunities for all ages in Hernando County. The Library has requested $10,000 to support this commemorative and educational initiative and submitted its grant application prior to the closing deadline of August 6, 2025. The Board is now asked to ratify this action. Any funding agreement will be presented to the Board upon receipt.

FINANCIAL IMPACT

There is no financial impact. If awarded, Library Services may receive $10,000 in funding for this project.

LEGAL NOTE

The Board has the authority to act upon this matter pursuant to Chapter 125, Florida Statutes.

RECOMMENDATION

It is recommended that the Board ratify staff's application for America 250 Grant funding.

REVIEW PROCESS

Cynthia Loftis-Culp	Approved	08/07/2025 7:34 AM
Christopher Linsbeck	Approved	08/11/2025 8:13 AM
Debbie Merritt	Approved	08/13/2025 9:08 AM
Albert Bertram	Approved	08/13/2025 9:09 AM
Carla Rossiter-Smith	Delegated	08/20/2025 2:51 PM
Erin Briggs	Approved	08/29/2025 11:07 AM
Carla Rossiter-Smith	Approved	08/29/2025 1:25 PM
Pamela Hare	Approved	09/02/2025 10:09 AM
Michael Cowan	Approved	09/02/2025 3:12 PM
Josh Stringfellow	Approved	09/03/2025 2:17 PM
Heidi Prouse	Approved	09/03/2025 5:11 PM
Toni Brady	Approved	09/03/2025 7:43 PM
Jeffrey Rogers	Approved	09/03/2025 10:32 PM
Colleen Conko	Approved	09/04/2025 8:13 AM

RESULT: **ADOPTED**
MOVER: Steve Champion
SECONDER: Ryan Amsler
AYES: Hawkins, Campbell, Allocco, Amsler and Champion

America 250 Florida Grants
Florida Department of State
Application Deadline: August 6, 2025
Grant Period: July 1, 2025 – June 30, 2026

The Florida Department of State is soliciting applications for projects related to America250 and the celebration of the 250th anniversary of the signing of the Declaration of Independence. The application submission period **will close on August 6, 2025**, **at 5:00 p.m. (Eastern)**. Applications will be submitted via DOSGrants.com. Applications will only be accepted electronically and must be complete to be considered for evaluation.

America 250 Florida Grant Program

In 2026, Florida and the United States will celebrate the 250th anniversary of the signing of the Declaration of Independence on July 4, 1776. In December 2024, Governor Ron DeSantis signed Executive Order 24-267, which directed the Department of State to promote and encourage, among other things:

- Civic, cultural, and historic education facilitating public understanding of the principles of the Declaration of Independence, the origin and meaning of inalienable rights, American's triumph in the Revolutionary War, the meaning of "E Pluribus Unum," and America's "Charters of Freedom'"
- Awareness of the necessity and virtue in preserving self-government; or
- Honoring of veterans of all generations who have served and sacrificed to preserve freedom in America and around the world.

Pursuant to Line 2949 of the FY2026 General Appropriations Act, the 2025 Florida Legislature provided $1,000,000 in funding for grants related to America250 and the celebration of the 250th anniversary of the signing of the Declaration of Independence.

ELIGIBLE APPLICANTS

Eligible applicant organizations must be:

- A Florida public entity (non-federal)
    - local governments
    - entities of state government
    - school districts
    - colleges and universities; or
- An active Florida nonprofit, tax-exempt 501(c)(3); AND
- In good standing with the Department at the time of application
    - Must NOT be in non-compliance status with any previously awarded Department grant
    - Must NOT owe the Department funds in connection with a previous grant received from any division of the Department, for which the applicant organization has been notified of the Department's determination that a refund of grant funds is required.

NOTE: private schools, private colleges and universities are not public entities and must be nonprofit and tax exempt to meet the legal status requirement.

AWARD AMOUNT AND MATCH REQUIREMENTS

Minimum award request amount: $10,000
Maximum award amount: $100,000
Match: There is no match requirement for this program.

APPLICATION RESTRICTIONS

An applicant organization may only submit one (1) application under this program.

ALLOWABLE PROJECTS AND ACTIVITIES

Projects for this grant program should relate to America250 and the celebration of the 250th anniversary of the signing of the Declaration of Independence, through civic, cultural, historical, and educational content and programming.

Eligible activities include:

- Production of educational materials (short publications, web content, posters, interpretive signage)
- Lectures or lecture series

- Temporary or traveling exhibits (not permanently affixed)
- Development and execution of K-12 curricula (including student performances)
- Public and civic art (memorials, monuments, statues)
- Public performances (musical, theatrical, and dance productions)
- Marketing related to the specific project, excluding promotional items (the entire scope of work may NOT be marketing)

Ineligible activities include:

- Grantee general operating support, including applicant overhead, management expenses, and other costs that are not readily identifiable as expenditures for the goods and services required to complete project work (e.g., rent/mortgage, utilities, janitorial services, insurance, accounting, internet service, monthly expenses associated with security systems, non-grant related administrative and clerical staffing, and fundraising activities/events)
- Fixed capital outlay (acquisition, new construction, or improvements to real property)
- Site improvements (landscaping/grounds keeping, lighting, parking, etc.)
- Equipment and furniture
- Archaeological fieldwork
- State historical markers
- Purchase of collections (individual items or groups) and collections conservation and management (loans of objects are allowable)
- Fireworks or pyrotechnics
- Ephemeral decorations
- Promotional items
- Food/beverages/travel
- Anything prohibited by federal, state, and local laws, including the Florida Reference Guide for State Expenditures

This is not intended to be an exhaustive list, and the Department may evaluate the allowability of all expenditures in accordance with applicable federal, state, and local laws and regulations.

APPLICATION REVIEW AND RECOMMENDATION

Following the application submission deadline, a technical review of applications will be conducted to determine project eligibility.

Eligible applications will be evaluated and scored by the Department of State according to the following criteria:

- Relevance of project to America250 and the 250th anniversary of the signing of the Declaration of Independence (up to 40 pts)
- Project impact (up to 30 pts)
- Project budget (reasonable and allowable costs) (up to 20 pts)
- Quality of application (up to 10 pts)

As required by Line 2949 of the FY2026 General Appropriations Act, a list of applications in score order (highest to lowest) will be included in a budget amendment submitted to the Legislative Budget Commission for funding consideration.

Please note that all eligible applications may not receive funding if the total request amount exceeds the $1,000,000 appropriation.

RELEASE OF FUNDS

Pursuant to Line 2949 of the FY2026 General Appropriations Act, these funds are held in reserve, and release of funds is contingent on submission of a budget amendment to the Legislative Budget Commission. Following release of funds by the Legislature, grantees will be required to sign a Grant Award Agreement with the Department containing specific administrative responsibilities, deliverables, and other terms and conditions to receive funding. Any unexpended balance of grant funds will revert at the end of the grant period.

ADDITIONAL INFORMATION

If you have any questions regarding proposed projects or the online application form, please email the Department at DACgrants@dos.fl.gov.

America 250 Grant Application

Hernando County Public Library System

Project Title: America 250 Grant
Grant Number: 26.a.am.000.069
Request Amount: $10,000.00

a. Organization Name: Hernando County Public Library System
b. FEID: F591155275005
c. Phone number (with extension if applicable): 352.754.4043
d. Principal Address: 238 Howell Avenue Brooksville Florida, 34601
e. Mailing Address: 238 Howell Avenue Brooksville Florida, 34601
f. Website: www.HernandoCountyLibrary.us
g. Organization Type: County Government
h. Organization Category: Library
i. County: Hernando
j. UEI number: MWKBKNTZ9SW7
k. Fiscal Year End Date: 09/30

1. **Project Title*:**
America 250 Grant

2. **Project Contact***
Select contact: Loftis-Culp,Cindy - CLoftis-Culp@hernandocounty.us - 352.540.6989
First Name: Cindy
Last Name: Loftis-C
Phone: 352.54C Extension:
Email: CLoftis-Culp@he

3. **Project Description*:**
Please provide an overview of the project that explains how your project will promote and encourage, among other things:

- Civic, cultural, and historic education facilitating public understanding of the principles of the Declaration of Independence, the origin and meaning of inalienable rights, American's triumph in the Revolutionary War, the meaning of "E Pluribus Unum," and America's "Charters of Freedom;"
- Awareness of the necessity and virtue in preserving self-government; or
- Honoring of veterans of all generations who have served and sacrificed to preserve freedom in America and around the world.

The Hernando County Public Library System proposes "*Voices of Liberty: Civic Literacy and Living History at the Library*", a year-long, all-ages initiative that promotes civic education, cultural engagement, and historical understanding. Through strategic partnerships—including the Daughters of the American Revolution (DAR) and local veterans' groups—the project will offer inclusive programming that reinforces the values of freedom and equality in honor of individuals who have fought to preserve them.

Key fall programs will include *Founding Principles Family Night*, an interactive experience with stations on the Declaration of Independence, "E Pluribus Unum," and American symbols, and a *Veterans Day Tribute* featuring storytelling and recognition events. In winter, *Civics Through Storytime* will introduce core civic ideas to children and families, supported by a curated *Let Freedom Read!* Winter Reading Challenge and an interactive *American Symbols* exhibit.

In spring 2026, the Library will present a *Charters of Freedom* mini-series exploring America's founding documents, leading into a *Living History Day* with reenactors and student dramatizations. The program will culminate in a community art project, *Freedom Is…*, where patrons of all ages reflect on what freedom means through visual and written expression.

Together, these programs will foster public understanding of the principles of liberty and self-government, cultivate civic pride, and honor those who have protected our freedoms.

4. **Project TimeLine:**
   What is the project's timeline, including key dates or benchmarks.

Fall 2025 (October–December)

- **"Founding Principles Family Night"**
  Interactive, all-ages evening event with hands-on stations on the Declaration of Independence, "E Pluribus Unum," and early American symbols. May include a scavenger hunt, trivia contest, and DAR-led mini-presentations.
- **"Freedom's Women: Heroines of the Revolution"**
  Partner with DAR to present on the roles women played in the Revolutionary War—great for all ages and ties in well with civic and historical education.
- **Veterans Day Tribute (November)**
  Host an intergenerational program that honors local veterans with storytelling, student essays or artwork on "What Freedom Means to Me," and a display of veterans' photos and memorabilia.

Winter 2025–2026 (January–February)

- **"Civics Through Storytime"**
  A short series of themed storytimes for children and families focusing on themes like freedom, unity, and community (books like *We the Kids*, *I Pledge Allegiance*, *Shh! We're Writing the Constitution*).
- **"American Symbols: Interactive Exhibit"** Create a small, kid-friendly walk-through exhibit in the library featuring the Liberty Bell, bald eagle, flag, Great Seal, etc. Include activity sheets for school-age kids.
- **"Let Freedom Read!" Winter Reading Challenge**
  Encourage all ages to read books that explore U.S. history, civic themes, and American heroes. Include a curated booklist for adults, teens, and children.

Spring 2026 (March–June)

- **"Voices of Freedom: Living History Day"**
  Invite reenactors, DAR speakers, or local school drama groups to present short skits or first-person portrayals of historical figures. This can be a capstone event for the project.
- **"Charters of Freedom: A Civic Literacy Pop-Up Series"**
  Mini workshops that highlight the Declaration of Independence, U.S. Constitution, and Bill of Rights. Make them accessible for adults, teens, and homeschool groups.
- **"Freedom Is… Community Art Installation"**
  Invite patrons of all ages to contribute to a public art piece reflecting on what freedom means to

them. Display in the library during the final month of the grant period.

5. **Project Impact:**
   How does the proposed project create public engagement and/or community engagement around Florida's America250 celebrations? Things to consider: estimated project participation numbers; for education products, how will they be distributed and in what amounts; economic impact on the surrounding community; and educational or other public benefit.

Voices of Liberty: Civic Literacy and Living History at the Library is designed to be a cornerstone of Hernando County's contribution to Florida's America250 celebrations. By engaging the public in a series of thoughtful, intergenerational programs that explore America's founding principles and honor the legacy of service and sacrifice, the project will foster a deeper connection to American history and civic identity within Hernando County communities.

Public Engagement and Estimated Participation

The project is expected to engage over **1,000 individuals** across its 11-month span. This includes:

- 200+ attendees across core events such as **Living History Day**, **Veterans Tribute**, and **Founding Principles Family Night**.
- 100+ participants in the **Let Freedom Read!** Winter Reading Challenge.
- 150+ school-age children and families through **Civics Through Storytime** and interactive exhibits.
- Ongoing daily engagement with public exhibits and art installations in library lobby's and children's areas.
- Online reach through social media promotion and recorded content will further extend the project's visibility beyond in-person attendance.

Educational Product Distribution

Educational materials developed or curated for this project—such as take-home civic literacy packets, patriotic bookmarks, activity sheets, and curated reading lists—will be distributed to an estimated **500+ patrons**, including:

- 300 printed educational packets for children and teens (aligned with Florida curriculum standards).

- 100 civic reading guides and handouts for adults and educators.
- 100 printed community engagement forms to encourage submissions to the "Freedom Is…" community art installation.

All materials will also be made available digitally through the library's website and social media, allowing schools and homeschool families to download resources at any time.

Economic and Community Benefit

The project supports local economic activity by:

- Partnering with local vendors, artists, and reenactors who will be compensated for participating in events.
- Attracting foot traffic to the four (4) library locations and adjacent businesses during large events.
- Strengthening community pride and engagement, which has indirect positive effects on civic participation and local quality of life.

The library will also collaborate with the local chapter of the **Daughters of the American Revolution**, veterans' groups, and schools—encouraging inter-organizational partnerships and amplifying local impact.

Public and Educational Value

This initiative directly supports Florida's America250 goals by:

- Providing free, accessible, and inclusive civic education.
- Creating shared learning experiences for people of all ages and backgrounds.
- Highlighting Florida's role in the broader American story through local perspectives.
- Encouraging reflection on American identity, unity, and civil participation.

In doing so, *Voices of Liberty* will help ensure that Florida's America250 celebration is not only a commemoration of the past, but also a call to civic responsibility, community cohesion, and lifelong learning.

6. **Request Amount:**

   $10,000

7. **Budget Form**

   Show how you plan to spend the requested grant funds. Your budget should reflect only expenses that are specifically related to the project. No match is required. List each anticipated project activity on a separate line in the budget below, with its associated estimated cost. Any ineligible expenses included in the project budget will be removed from the funding request amount.

   - Grantee general operating support, including applicant overhead, management expenses, and other costs that are not readily identifiable as expenditures for the goods and services required to complete project work (e.g., rent/mortgage, utilities, janitorial services, insurance, accounting, internet service, monthly expenses associated with security systems, non-grant related administrative and clerical staffing, and fundraising activities/events)
   - Fixed capital outlay (acquisition, new construction, or improvements to real property)
   - Site improvements (landscaping/grounds keeping, lighting, parking)
   - Equipment and furniture
   - Archaeological fieldwork
   - State historical markers
   - Purchase of collections (individual items or groups) and collections conservation and management (loans of objects are allowable)
   - Fireworks or pyrotechnics
   - Ephemeral decorations
   - Promotional items
   - Food/beverages/travel
   - Anything prohibited by federal, state, and local laws, including the Florida Reference Guide for State Expenditures

   This is not intended to be an exhaustive list, and the Department may evaluate the allowability of all expenditures in accordance with applicable federal, state, and local laws and regulations.

#..	Activity Description	Estimated Cost
1..	Guest Speaker Honoraria	$2,000
2..	Living HIstory Performer Stipends	$2,000
3..	Printing of Educational Materials	$1,000

4..	Civic Literacy Exhibit Design & Production Materials	$1,000
5..	Storytime Supplies	$500
6..	Reading Challenge Materials	$500
7..	Art Supplies for "Freedom Is..." Community Display	$1,000
8..	Display Panels and Signage for Public Exhibits	$1,000
9..	Advertising	$600
1..	Event Supplies (not decorations)	$400
		$10,000

1 20 items per page

1 - 10 of 10 items

1. **Non-Profit Status:**
   If the applicant is a 501(c)(3), provide a copy of the IRS determination letter.

   Select files...

2. **Florida Substitute W-9 Form*:**
   Available at DFS website https://flvendor.myfloridacfo.com. Note that this is a state form, NOT your Federal W-9.

Name	Size	Actions
Hernando BOCC W9.pdf	120953 KB	View file

3. **Optional Materials:**
   Applicants may attach additional materials that support the application (e.g., photographs, exhibit design documents, sample marketing materials, newspaper articles, budget justification/quotes for services, etc.)

   Select files...

Name	Size	Actions

Flyer.PNG	677429 KB	View file

Single Audit Act*

In accordance with Section 215.97(2)(a) and 215.97(8)(a), Florida Statutes, and the policies and procedures established by the Department of State, the grantee is required to certify annually if your organization with FEIN (insert FEIN here) expended $750,000 or more from all combined state sources during your organization's fiscal year. If your organization has exceeded the threshold of $750,000, your organization will be required to comply with the Single Audit Act. You will be required to complete a separate certification form in DOSGrants.com following the close of your fiscal year.

☑ I hereby acknowledge that I have read and understand the above statement and will comply with: Section 215.197, Florida Statutes, Florida Single Audit Act, and the policies and procedures established by the Department of State.

Review & Submit*

☑ I hereby certify that I am authorized to submit this application on behalf of Hernando County Public Library System and that all information indicated is true and accurate. I acknowledge that my electronic signature below shall have the same legal effect as my written signature. I am aware that making a false statement or representation to the Department of State constitutes a third degree felony as provided for in s. 817.155, F.S., punishable as provided for by ss. 775.082, 775.083, and 775.084.

Signature*

Cynthia Loftis-Culp

>

R.A. Gray Building

500 South Bronough Street

Tallahassee, Florida 32399-0250

Meeting: 09/09/2025
Department: BCC Records
Prepared By: Heidi Prouse
Initiator: Heidi Prouse
DOC ID: 16277
Legal Request Number:
Bid/Contract Number:

TITLE

Ratification of Donation Agreement Through County Travel Trailer Unit Program for Disaster Housing Relief

BRIEF OVERVIEW

The primary goal of the 2024 Hurricanes Helene/Milton Post Disaster Housing Plan ("Disaster Housing Plan") is to ensure that all survivors of Hurricanes Helene and Milton in Hernando County who do not have their own housing solutions are referred to suitable housing programs. These programs may be for-profit (insurance), governmental (federal, state, and county), or nonprofit and are designed to meet survivors' needs, both immediate and long-term.

The Travel Trailer Units (TTU) [State Donated] Program, made possible by TTUs donated by the Florida Division of Emergency Management to requesting counties within Florida, will be overseen by the Disaster Housing Working Group. The Disaster Housing Working Group will determine the survivor's eligibility to be granted one of these donated TTUs to satisfy the survivor's short-term or long-term post-disaster housing needs. This process ensures that the TTUs are allocated to those most in need.

The Disaster Housing Plan was approved by the Board of County Commissioners on March 11, 2025.

Attached for ratification by the Board is one Donation Agreement signed by the County Administrator for Eric Kessler of 20043 Rainbow Drive, executed in August of 2025:

FINANCIAL IMPACT

Disaster Case Management staff shall verify whether the applicant can financially afford to pay the title transfer cost for the awarded TTU, utility installation at the proposed TTU location, and monthly costs of related utilities and/or site rental if the recipient places the TTU in a commercial park.

The County will NOT pay for any of the aforementioned costs. Disaster Case Management staff will refer applicant to the United Way of Hernando County or affiliated non-profit organizations that may offer financial assistance based on the organization's award criteria.

LEGAL NOTE

The Board is authorized to act upon this matter pursuant to Chapters 125 and 252, Florida Statutes.

RECOMMENDATION

It is recommended that the Board ratify the attached Donation Agreement that was signed by the County Administrator in August of 2025.

REVIEW PROCESS

Erin Thomas	Approved	08/25/2025 11:37 AM
Paul Hasenmeier	Approved	08/27/2025 11:09 AM
Albert Bertram	Approved	08/28/2025 9:55 AM
Pamela Hare	Approved	08/28/2025 12:14 PM
Michael Cowan	Approved	09/01/2025 10:02 AM
Heidi Prouse	Approved	09/02/2025 2:31 PM
Toni Brady	Approved	09/03/2025 9:17 AM
Jeffrey Rogers	Approved	09/03/2025 1:13 PM
Colleen Conko	Approved	09/03/2025 1:26 PM

RESULT:	**ADOPTED**
MOVER:	Steve Champion
SECONDER:	Ryan Amsler
AYES:	Hawkins, Campbell, Allocco, Amsler and Champion

DONATION AGREEMENT AND RELEASE AND WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT FOR RECEIPT OF DONATED EQUIPMENT

This Donation Agreement ("Agreement") is made as of the date of the last signature hereon between Hernando County, a political subdivision of the State of Florida, located at 15470 Flight Path Drive, Brooksville, FL 34604 ("the County"), and **ERIC KESSLER** ("the Recipient"), a natural person, whose address is **20043 RAINBOW DR., BROOKSVILLE, FL 34601**, collectively referred to as "the Parties."

WHEREAS the County and the Florida Division of Emergency Management ("FDEM") entered into a memorandum of agreement wherein FDEM transferred ownership and possession of that certain travel trailer with **VIN # 1UJBC0BL4P17Z0057** ("the Equipment") to the County; and

WHEREAS the term "the Equipment" may include, but is not limited to, the travel trailer itself and all of its components and accoutrements including, but not limited to: wheels, tires, hitch, awnings, chassis, mirrors, windows, lights, electrical system, computer components, air conditioning and heating, entertainment system, furnishings, appliances, hardware, propane tank and related apparatus, decorations, kitchen and bathroom fixtures, and any and all other interior and exterior equipment; and

WHEREAS the County has title to the Equipment free and clear of all encumbrances, liens, and other claim of any kind, and the County has possession of all ownership documentation and title for the trailer; and

WHEREAS the County desires to donate AS-IS WITHOUT WARRANTY AND WITH ALL FAULTS the Equipment to the Recipient at no cost; and

WHEREAS the Recipient understands and agrees that as of the date the County and the Recipient meet to execute title transfer documentation, the Recipient shall be responsible for all costs associated with the Equipment including, but not limited to the costs described in Section 9 below, and that title to the Equipment will be provided within 14-21 business days after signing title transfer documentation, barring an unforeseen delay; and

WHEREAS the Recipient wishes to accept the Equipment under the following terms and conditions.

NOW THEREFORE for and in consideration of the mutual promises and obligations of the Parties to each other, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as following terms of such transfer:

1. **Delivery and Acceptance of Equipment**
   a. The Recipient is [check one]: **(X)** the title owner of the real property, OR ( ) is the lawful invitee or tenant of the owner of the real property, located at **20043 RAINBOW DR., BROOKSVILLE, FL 34601** in Hernando County, Florida ("Delivery Location").
   b. Recipient shall provide documentation to the County prior to delivery that the Delivery Location has proper electricity, water and sewer sources to which to hook up the Equipment.
   c. Prior to delivery, the Recipient shall obtain the required permit(s) to reside in the Equipment at the Delivery Location.
   d. If the Recipient will reside in the Equipment at property owned by a third party, Recipient shall provide documentation to the County prior to delivery that Recipient has the property owner's permission to reside in the Equipment on said property, will cooperate with Recipient to obtain the required permit(s), and consents to the County entering said property for the sole purpose of accessing the Equipment to enforce this Agreement.
   e. The County will deliver to Recipient the Equipment at the Delivery Location on a date and time agreed upon by the Parties.
   f. The description of the Equipment is for the sole purpose of identifying the Equipment and does not constitute a representation or warranty in any respect whatsoever.
   g. The County will donate the Equipment to the Recipient and the Recipient will accept the Equipment from the County.
   h. Upon acceptance, the Recipient shall be responsible for compliance with all laws, ordinances and regulations applicable to use of the Equipment, regardless of when the transfer of title to Recipient occurs, and whether required by the County or otherwise.
   i. The Recipient shall cooperate with the County to complete and execute any and all forms which may be required by the local or state municipality to complete the transfer of title to the Recipient, and Recipient shall apply for and pay for all permits required by

local ordinance associated with keeping, parking or residing in the Equipment.

j. The Recipient acknowledges that the Equipment is in good and working condition and accepts same "as-is."

k. The Recipient acknowledges the equipment is to be used as a temporary shelter and not for recreational activities.

2. Costs Associated with Equipment

a. After the County delivers the Equipment to the Recipient at the Delivery Location, and the Recipient accepts the Equipment, regardless of when the transfer of title to Recipient occurs, the Recipient is responsible for all costs of any nature associated with the Equipment including, but not limited to, transferring title to the Equipment, registering the Equipment in Recipient's name, rezoning or conditional use applications as required, maintenance, replacement and repair of the Equipment, hooking up utilities, obtaining building department and zoning permits as necessary, insurance, rent for location or storage of Equipment, and removing or disposal of the Equipment.

b. The County is not responsible for any of the costs described in subsection 2.a. above, or any other cost associated with the Equipment, once County delivers the Equipment and Recipient accepts the Equipment.

3. Hazardous Materials

a. The Equipment may contain flammable items, radioactive materials, explosives, hazardous or toxic substances, waste or related materials, including any materials defined as or included in the definition of "hazardous substances," "hazardous wastes," "infectious wastes," "hazardous materials" or "toxic substances" now or subsequently regulated under any federal, state or local laws, regulations or ordinances ("Hazardous Material").

b. The Recipient will defend, indemnify and hold the County harmless against any claims resulting from or relating to such Hazardous Material.

4. Warranties

The Recipient acknowledges and agrees that:

a. The Recipient is receiving the Equipment "as-is, where is" and "with all faults";

b. The County has made no representations or warranties to the Recipient regarding the quality, nature, condition or composition of the Equipment;
c. The County has made no representations or warranties to the Recipient regarding the compliance of the Equipment with the requirements of any specifications, laws, ordinances or regulations;
d. The Recipient has been given the opportunity to reject the Equipment, in part and in whole, and has declined to do so;
e. The County disclaims all warranties and representations, whether express, implied, or statutory, including without limitation, any implied warranties of merchantability or fitness for a particular purpose. The County also disclaims any implied warranty arising out of trade usage or out of course of dealing or course of performance. The County also disclaims any warranty or other obligation on account of any claim of infringement or misappropriation of patents, copyrights, or other intellectual property rights in connection with the Equipment.

5. Limitation of Liability

a. To the maximum extent allowed by law, under no circumstances will the County be liable for any damages of any kind, whether direct, indirect, special, incidental, consequential or punitive, even if they were foreseeable and/or even if the Recipient has informed the County of their potential, arising in any way out of the Equipment or this Agreement.
b. The Recipient voluntarily assumes full responsibility for any risk of loss, property damage or personal injury, including death, for the Recipient, the Recipient's family, or any person who is on Recipient's property whether or not an invitee, that may be sustained by Recipient, Recipient's family, or any person who is on Recipient's property whether or not an invitee, or any loss or damage to real or personal property owned by Recipient, as a result of receiving the Equipment, WHETHER CAUSED BY THE NEGLIGENCE OF THE COUNTY or otherwise. Recipient further AGREES TO INDEMNIFY AND HOLD HARMLESS THE COUNTY from any loss, liability, damage or cost, including court costs and attorney's fees, that Recipient may incur due to Recipient's participation in said activity, WHETHER CAUSED BY THE NEGLIGENCE OF THE COUNTY or otherwise.

c. It is the Recipient's express intent that this Waiver of Liability and Hold Harmless Agreement shall bind the members of Recipient's family and spouse, if alive, and heirs, assigns and personal representative, if deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the COUNTY.

6. Conveyance and Disposal

a. The Recipient must retain ownership of the Equipment for a minimum of eighteen (18) months from the date of signature before conveying ownership or disposal is permitted.
   i. If the Equipment is no longer needed within the first 18 months, the Recipient shall offer, in writing, to the County first right of refusal to accept return of the trailer at no cost to the County; if the County declines acceptance of the trailer, in writing, the Recipient may convey or dispose of the Equipment in compliance with this Agreement.
   ii. In the event of the Recipient's death within the 18-month period, transfer of ownership as part of Recipient's estate is permitted without offering to the County first right of refusal; however, all obligations under Section 8: Removal must be upheld.

b. The Recipient shall be responsible for compliance with all laws, ordinances and regulations applicable to the conveyance and disposal of the Equipment.

7. Right of Entry

a. The Recipient hereby gives permission to the County, and its subcontractors, employees, staff and vendors, to enter the Recipient's property, or if the Recipient is the invitee of the property on which the Equipment is delivered, Recipient gives permission as the invitee or tenant on said property, for the County to conduct the following activities:
   i. Delivery of the Equipment;
   ii. Inspection, if required;
   iii. Removal of the Equipment for Recipient's non-compliance with this Agreement, which includes but is not limited to failing to meet with the County on its scheduled date to complete all required paperwork to effectuate the final transfer. Should removal be required, such removal will only include the

Equipment; the Recipient shall be responsible for disconnection of all utilities and other equipment that Recipient installed thereto, including but not limited to stairs, ramps, etc.;

iv. Removal of personal items should the removal of the Equipment be warranted in accordance with the above.

b. This Section 7 expires eighteen (18) months from the date the Recipient accepts delivery of the Equipment.

8. Removal

a. The Recipient shall be responsible for compliance with all laws, ordinances and regulations applicable to the removal of the Equipment in accordance with all local, state and federal laws, should they apply.

b. The Equipment may not be removed from the Delivery Location without prior written authorization from the County, except under the following conditions: The Recipient shall relocate the Equipment to a safe location during, but not limited to, declared states of emergency, mandatory evacuations, or when special notices are issued by the County to protect life, health, or safety.

9. Maintenance

The Recipient affirmatively understands that as of the date the Recipient accepts delivery of the Equipment, the Recipient shall be responsible for any and all maintenance, repair and replacement of the Equipment. The County shall not under any circumstances be responsible for, nor provide any assistance or financial reimbursement for any maintenance, repair or replacement of the Equipment or any other related expense incurred as a result of such maintenance, repair, replacement or otherwise.

10. Indemnification

The Recipient will defend, indemnify and hold the County harmless against any claims relating to the packing, removal, handling, shipping, use, possession, transfer, sale, donation or other disposal of the Equipment.

11. Term

The term of this Agreement is eighteen (18) months from the date Recipient accepts the Equipment. Provisions 2, 3, 4, 5, 9 and 10 shall survive and remain legally binding past the expiration, termination or completion of this Agreement. This Agreement is not subject to renewal or extension.

12. Miscellaneous

a. This Agreement represents the entire agreement between the parties regarding the subject matter hereof. It supersedes all previous oral and written communications between the Parties.
b. This Agreement may not be modified except in writing by authorized representatives of both Parties.
c. If any provision is held invalid, all other provisions will remain valid, unless such invalidity would frustrate the purpose of the Agreement.
d. The term "the County" is, and includes all employees, agents, representatives, servants, assigns, successors, insurers and subsidiaries.
e. This Agreement is not transferrable or assignable without the written pre-approval of the County which pre-approval may be withheld by the County in its sole discretion.
f. The terms and conditions of this Agreement inure to the benefit of, and are binding upon, the Parties' successors and assigns.
g. This Agreement will be governed by the laws of the State of Florida except where the federal supremacy clause requires otherwise.
h. All claims and actions brought or arising from this Agreement will be brought in the courts of Hernando County, Florida.
i. In the event of a legal dispute between the Parties, each Party shall pay its own attorney's fees and costs at all levels of the dispute. The Parties hereby waive the right to a jury trial in any and all legal disputes.

THE RECIPIENT IS AT LEAST EIGHTEEN YEARS OF AGE AND FULLY COMPETENT AND HAS CAREFULLY READ THIS WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT AND UNDERSTANDS ITS CONTENTS.

THE RECIPIENT IS AWARE THAT THIS IS A RELEASE OF LIABILITY AND A

CONTRACT BETWEEN THE COUNTY AND THE RECIPIENT AND SIGNS IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

IN WITNESS WHEREOF, the Parties have caused this instrument to be executed on its/their behalf by officials duly authorized therefor.

Eric Kessler

Signature: THE RECIPIENT
Date: 8/4/2025

Eric Kessler

Signature: THE RECIPIENT
Date: 8/4/2025

Signature: THE COUNTY
Printed Name: Jeffrey Rogers
Title: County Administrator
Date: 7/31/25

RECIPIENT'S ACCEPTANCE AND ACKNOWLEDGMENT

The Recipient, **ERIC KESSLER**, hereby accepts delivery of the Equipment as defined in the Donation Agreement and Release and Waiver of Liability and Indemnification Agreement for Receipt of Donated Equipment ("Donation Agreement") signed by Recipient on AUGUST 1, 2025, and acknowledges the Recipient received the Equipment **(VIN#1UJBC0BL4P17Z0057)** "as-is" on this 1ST day of AUGUST, 2025, in accordance with the said Donation Agreement.

Eric Kessler

Signature: THE RECIPIENT
Date: 8/4/2025

Eric Kessler

Signature: THE RECIPIENT
Date: 8/4/2025

12378

CNTY#	AGY#	SUB#	RPT#
40	1	116	6507

AUDIT # 170163456

L# 3251282
T# 2067995683
B# 2200596
S# 110498177

STATE OF FLORIDA
APPLICATION FOR VEHICLE/VESSEL CERTIFICATE OF TITLE

TITLE NUMBER	VEHICLE/VESSEL IDENTIFICATION #	YR.	MAKE	MAKE or MANUFACTURER	BODY TYPE	VEHICLE COLOR	WT/LENGTH	PRINCPL OPERAT	GVW/LOC
156994448	1UJBC0BL4P17Z0057	2023	JYFL		TV		25'8"		

DATE OF ISSUE MO.	DAY	YEAR	TRANS CODE	VEHICLE USE	HULL MATERIAL	PROPULSION	ENGINE DRIVE	FUEL	VESSEL TYPE	WATER	FL NUMBER	AUTH DESTRUCTION
01	08	25	TRT	PRIVATE								

Applicant/Owner's Name & Address
HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS
20 N MAIN ST RM 362
BROOKSVILLE, FL 34601-2893

BIRTHDATE SEX	MO.	DAY	YEAR	RESIDENT Y	N	ALIEN	CNTY RES.#
				X			40

1st OWNER FL/DL# OR F.E.I.D.#: 591155275-01

2nd OWNER FL/DL# OR UNIT #:

VOLUNTARY CONTRIBUTIONS

AGENCY FEE	TITLE FEE	SALES TAX	GRAND TOTAL
8.25	77.50	0.00	85.75

Action Requested: TRANSFER TITLE

Brands:

PREV. STATE	DATE ACQUIRED	NEW	USED	ODOMETER / VESSEL MANUFACTURER	ODOMETER DECLARATION CERTIFICATION
FL	11/21/2024		XX		☐

LIEN INFORMATION

DATE OF LIEN | RECEIVED DATE | FEID # OR FL / DL AND SEX AND DATE OF BIRTH | DMV ACCOUNT #

NAME OF FIRST LIENHOLDER:

ADDRESS

SALVAGE TYPE

SELLER INFORMATION

NAME OF SELLER, FLORIDA DEALER, OR OTHER PREVIOUS OWNER

ADDRESS

DEALER LICENSE NO.

CONSUMER OR SALES TAX EXEMPTION #

SALES TAX AND USE REPORT

TRANSFER OF TITLE IS EXEMPT FROM FLORIDA SALES OR USE TAX FOR THE REASON(S) CHECKED ☒ OTHER EXEMPT

☐ PURCHASER HOLDS VALID EXEMPTION CERTIFICATE

☐ VEHICLE / VESSEL WILL BE USED EXCLUSIVELY FOR RENTAL

INDICATE TOTAL PURCHASE PRICE, INCLUDING ANY UNPAID BALANCE DUE SELLER, BANK OR OTHERS $

INDICATE SALES OR USE TAX DUE AS PROVIDED BY CHAPTER 212, FLORIDA STATUTES $ 0.00

☐ SELLING PRICE VERIFIED

APPLICANT CERTIFICATION

I/WE HEREBY CERTIFY THAT THE VEHICLE/VESSEL TO BE TITLED WILL NOT BE OPERATED UPON THE PUBLIC HIGHWAYS/WATERWAYS OF THIS STATE.

___ I CERTIFY THAT THE CERTIFICATE OF TITLE IS LOST OR DESTROYED.

___ I CERTIFY THAT THIS MOTOR VEHICLE/VESSEL WAS REPOSSESSED UPON DEFAULT OF THE LIEN INSTRUMENT AND IS NOW IN MY POSSESSION.

I/WE HEREBY CERTIFY THAT I/WE LAWFULLY OWN THE ABOVE DESCRIBED VEHICLE/VESSEL, AND MAKE APPLICATION FOR TITLE. IF LIEN IS BEING RECORDED NOTICE IS HEREBY GIVEN THAT THERE IS AN EXISTING WRITTEN LIEN INSTRUMENT INVOLVING THE VEHICLE/VESSEL DESCRIBED ABOVE AND HELD BY LIENHOLDER SHOWN ABOVE. I/WE FURTHER AGREE TO DEFEND THE TITLE AGAINST ALL CLAIMS.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.

Signature of Applicant/Owner

Signature of Applicant/Co-Owner

HSMV 82041 REVISED 02/06 SCAN CODE MVT

I UNDERSTAND THAT MY DRIVER LICENSE AND REGISTRATIONS WILL BE SUSPENDED IMMEDIATELY IF THE INSURER DENIES THE INSURANCE INFORMATION SUBMITTED FOR THIS REGISTRATION.

MTRFS021Y

STATE OF FLORIDA

Mail Lien Satisfaction to: Dept of Highway Safety and Motor Vehicles, Neil Kirkman Building, Tallahassee, FL 32399-0500

T# 2067995683
B# 2200596

Identification Number	Year	Make	Body	WT-L-BHP	Vessel Regis. No.	Title Number
1UJBC0BL4P17Z0057	2023	JYFL	TV	25'8"		156994448

Registered Owner:

HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS
20 N MAIN ST RM 362
BROOKSVILLE, FL 34601-2893

Date of Issue 01/08/2025

Lien Release
Interest in the described vehicle is hereby released
By_____
Title_____
Date_____

IMPORTANT INFORMATION

1. When ownership of the vehicle described herein is transferred, the seller MUST complete in full the Transfer of Title by Seller section at the bottom of the certificate of title.
2. Upon sale of this vehicle, the seller must complete the notice of sale on the reverse side of this form.
3. Remove your license plate from the vehicle.
4. See the web address below for more information and the appropriate forms required for the purchaser to title and register the vehicle, mobile home or vessel: http://www.flhsmv.gov/html/titlinf.html

Mail To:

HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS
20 N MAIN ST RM 362
BROOKSVILLE, FL 34601-2893

LIEN SATISFACTION

CERTIFICATE OF TITLE

Identification Number	Year	Make	Body	WT-L-BHP	Vessel Regis. No.	Title Number
1UJBC0BL4P17Z0057	2023	JYFL	TV	25'8"		156994448

Prev State	Color	Primary Brand	Secondary Brand	No of Brands	Use	Prev Issue Date
FL					PRIVATE	11/21/2024

Odometer Status or Vessel Manufacturer or OH use	Engine Drive	Hull Material	Prop	Date of Issue
				01/08/2025

Lien Release
Interest in the described vehicle is hereby released
By_____
Title_____
Date_____

Registered Owner
HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS
20 N MAIN ST RM 362
BROOKSVILLE, FL 34601-2893

1st Lienholder
NONE

DIVISION OF MOTORIST SERVICES TALLAHASSEE FLORIDA DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES

Robert R. Kynoch
Director

Control Number 170163456

David M. Kerner
Executive Director

40 /1 170163456

VOID IF ALTERED

TRANSFER OF TITLE BY SELLER (This section must be completed at the time of sale.)

Federal and/or state law require that the seller state the mileage, purchaser's name, selling price and date sold in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

This title is warranted to be free from any liens except as noted on the face of the certificate and the motor vehicle or vessel described is hereby transferred to:

Seller Must Enter Purchaser's Name: Eric Kessler
Address: 20043 Rainbow Dr., Brooksville, FL 34601
Seller Must Enter Selling Price: $0 Donation
Seller Must Enter Date Sold: 8/4/2025

I/We state that this ☐ 5 or ☐ 6 digit odometer now reads | | | | | | | X | (no tenths) miles, date read_____ and I hereby certify that to the best of my knowledge the odometer reading:
☐ 1. reflects ACTUAL MILEAGE. ☐ 2. is IN EXCESS OF ITS MECHANICAL LIMITS. ☐ 3. is NOT THE ACTUAL MILEAGE.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.

SELLER Must Sign Here: Heidi Prase for BOCC
Print Here: Hernando County Board of County Commissioners
CO-SELLER Must Sign Here:_____
Print Here:_____

Selling Dealer's License Number:_____ Tax No.:_____ Tax Collected:_____

Auction Name:_____ License Number:_____

PURCHASER Must Sign Here:_____
Print Here:_____
CO-PURCHASER Must Sign Here:_____
Print Here:_____

NOTICE: PENALTY IS REQUIRED BY LAW IF NOT SUBMITTED FOR TRANSFER WITHIN 30 DAYS AFTER DATE OF PURCHASE.

MTR

HSMV 82250 (REV. 3/15) STATE OF FLORIDA

STATE OF FLORIDA
DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES
DIVISION OF MOTOR VEHICLES
2900 Apalachee Parkway • Neil Kirkman Building - Tallahassee, FL 32399-0620
Notice of Sale of Motor Vehicle, Mobile Home or Vessel

Section 319.22(2), Florida Statutes, requires that the seller file a Notice of Sale with the department within 30 days after the sale or transfer of the motor vehicle, vessel or mobile home. Filing this form removes any civil liability for the operation of the sold motor vehicle, vessel or mobile home. In addition to filing this form, we suggest you keep a copy of your bill of sale (we suggest it be notarized), certificate of title or other type of transaction document showing the vehicle was sold. **Complete the information below, tear the top portion of this document at the perforation and mail to the address above or submit to your local tax collector's office or license plate agency.**

I have this ____ day of _____ , _____, transferred by assignment of and delivered Florida Certificate of Title to:

Name: Purchaser(s) _____ Purchaser's DL/ID _____
First MI Last

Address _____ Selling Price $ _____

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.

Seller's Signature _____ Co-Seller's Signature _____

NOTE: THE SUBMISSION OF THIS FORM, ACCURATELY COMPLETED, TO A TAX COLLECTOR'S OFFICE, LICENSE PLATE AGENCY OR TO THE ADDRESS ABOVE WILL ALLOW THE TITLE CLERK TO UPDATE THE DMV DATABASE TO REFLECT THE TITLE RECORD AS "SOLD". HOWEVER, THE OWNERSHIP STATUS WILL NOT CHANGE UNTIL THE PURCHASER APPLIES FOR AND IS ISSUED A CERTIFICATE OF TITLE.

ODOMETER CERTIFICATION - Federal and state laws require that you state the mileage in connection with transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

FIRST REASSIGNMENT BY LICENSED DEALER

Selling Dealer's License No.: _____ **Selling Dealer's Name:** _____ **Tax No.:** _____ **Tax Collected:** _____

Selling Dealer's Address: _____ **Date Sold:** _____

Purchaser's Name(s): _____ **Address:** _____

I/WE STATE THAT THIS ☐ 5 OR ☐ 6 DIGIT ODOMETER NOW READS [ ][ ][ ][ ][ ][ ] XX (NO TENTHS) MILES, DATE READ ____ / ____ / _____ , AND I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THE ODOMETER READING:

CAUTION: READ CAREFULLY BEFORE YOU CHECK A BOX

☐ 1. REFLECTS ACTUAL MILEAGE ☐ 2. IS IN EXCESS OF ITS MECHANICAL LIMITS (EXCESS OF ITS MECHANICAL LIMITS APPLIES TO 5 DIGIT ODOMETERS) ☐ 3. IS NOT THE ACTUAL MILEAGE. WARNING - ODOMETER DISCREPANCY

Purchaser Must Sign Here: _____ **Co-Purchaser** Must Sign Here: _____

Print Here: _____ Print Here: _____

Seller/Agent Must Sign Here: _____ **Auction Name (When Applicable):** _____

Print Here: _____ Auction License Number: _____

SECOND REASSIGNMENT BY LICENSED DEALER

Selling Dealer's License No.: _____ **Selling Dealer's Name:** _____ **Tax No.:** _____ **Tax Collected:** _____

Selling Dealer's Address: _____ **Date Sold:** _____

Purchaser's Name(s): _____ **Address:** _____

I/WE STATE THAT THIS ☐ 5 OR ☐ 6 DIGIT ODOMETER NOW READS [ ][ ][ ][ ][ ][ ] XX (NO TENTHS) MILES, DATE READ ____ / ____ / _____ , AND I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THE ODOMETER READING:

CAUTION: READ CAREFULLY BEFORE YOU CHECK A BOX

☐ 1. REFLECTS ACTUAL MILEAGE ☐ 2. IS IN EXCESS OF ITS MECHANICAL LIMITS (EXCESS OF ITS MECHANICAL LIMITS APPLIES TO 5 DIGIT ODOMETERS) ☐ 3. IS NOT THE ACTUAL MILEAGE. WARNING - ODOMETER DISCREPANCY

Purchaser Must Sign Here: _____ **Co-Purchaser** Must Sign Here: _____

Print Here: _____ Print Here: _____

Seller/Agent Must Sign Here: _____ **Auction Name (When Applicable):** _____

Print Here: _____ Auction License Number: _____

THIRD REASSIGNMENT BY LICENSED DEALER

Selling Dealer's License No.: _____ **Selling Dealer's Name:** _____ **Tax No.:** _____ **Tax Collected:** _____

Selling Dealer's Address: _____ **Date Sold:** _____

Purchaser's Name(s): _____ **Address:** _____

I/WE STATE THAT THIS ☐ 5 OR ☐ 6 DIGIT ODOMETER NOW READS [ ][ ][ ][ ][ ][ ] XX (NO TENTHS) MILES, DATE READ ____ / ____ / _____ , AND I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THE ODOMETER READING:

CAUTION: READ CAREFULLY BEFORE YOU CHECK A BOX

☐ 1. REFLECTS ACTUAL MILEAGE ☐ 2. IS IN EXCESS OF ITS MECHANICAL LIMITS (EXCESS OF ITS MECHANICAL LIMITS APPLIES TO 5 DIGIT ODOMETERS) ☐ 3. IS NOT THE ACTUAL MILEAGE. WARNING - ODOMETER DISCREPANCY

Purchaser Must Sign Here: _____ **Co-Purchaser** Must Sign Here: _____

Print Here: _____ Print Here: _____

Seller/Agent Must Sign Here: _____ **Auction Name (When Applicable):** _____

Print Here: _____ Auction License Number: _____

TITLE

Ratification of Transit Administrator's Execution of State Department of Transportation Public Transportation Grant Agreements for Fiscal Year 2025

BRIEF OVERVIEW

Resolution R2024-234 authorized the Hernando County Transit Administrator to do all things necessary and required to apply for, accept, and execute grant awards/funds made by Federal Transit Administration (FTA) and Florida Department of Transportation (FDOT).

The Hernando County Board of County Commissioners received the yearly allocations for Operating Funds from the Florida Department of Transportation (FDOT):

FTA Section 5311 (FDOT is the recipient) was originally anticipated to be $695,230 with 50% FDOT ($347,615) and 50% Match 9th Cent Local Option Gas Tax ($347,615). However, the award per FDOT Public Transportation Grant Agreement No. G3B33 was in the amount of $701,054, an increase of $5,824 with 50% FDOT ($350,527) Match ($350,527).

2. FDOT State Block Grant Public Transportation Grant Agreement G3A39 (Hernando direct recipient) issued in the amount of $975,716 with 50% FDOT ($487,858) and 50% Match 9th Cent Local Option Gas Tax ($487,858).

This agenda item is being brought to the Board for ratification of the Transit Administrator's execution of FDOT Grants G3B33 and G3A39.

FINANCIAL IMPACT

The matching funds totaling from the 9th Cent Local Option Gas Tax are included in the FY26 Budget.

Expenses:

Fund: 1024 - Ninth Ct Fuel Tax, **Department: 03261** - Ninth Ct Fuel Tax Res RDS - FTA SEC 5307, **Account: 591011 -** Transfer General Fund

LEGAL NOTE

The Board is authorized to act on this matter pursuant to Chapter 125, Florida Statutes.

RECOMMENDATION

It is recommended that the Board approve and ratify the actions taken by the Transit Administrator for the execution of FDOT grant agreements G3B33 and G3A39.

REVIEW PROCESS

Darlene Lollie	Approved	08/13/2025 7:53 AM
Lillian Hoyt	Approved	08/13/2025 9:07 AM
Todd Crosby	Approved	08/16/2025 8:38 AM
Erin Dohren	Approved	08/22/2025 3:24 PM
Albert Bertram	Approved	08/29/2025 9:14 AM
Pamela Hare	Approved	08/29/2025 12:28 PM
Michael Cowan	Approved	09/01/2025 10:03 AM
Heidi Prouse	Approved	09/02/2025 2:26 PM
Toni Brady	Approved	09/03/2025 9:12 AM
Jeffrey Rogers	Approved	09/03/2025 4:14 PM
Colleen Conko	Approved	09/03/2025 4:17 PM

RESULT: **ADOPTED**
MOVER: Steve Champion
SECONDER: Ryan Amsler
AYES: Hawkins, Campbell, Allocco, Amsler and Champion

RESOLUTION 2024- 234

A RESOLUTION OF THE HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS AUTHORIZE THE TRANSIT ADMINISTRATOR TO SUBMIT APPLICATIONS, ACCEPT, AND EXECUTE ALL FEDERAL TRANSIT ADMINISTRATION GRANTS AND ALL FLORIDA DEPARTMENT OF TRANSPORTATION GRANTS FOR FISCAL YEAR 2025

WHEREAS, the Hernando County Board of County Commissioners (HCBOCC) has authority to apply for and receive Public Transportation Funding, including those from the Federal Transportation Administration and the Florida Department of Transportation as authorized by Chapter 341, Florida Statutes and/or Florida Transit Administration Act of 1964 as amended; and

WHEREAS, the Federal Transit Administration and the State of Florida, through their Fiscal Year 2025 financial assistance programs will make funds available to assist HCBOCC, and

WHEREAS, agreements for financial assistance will impose certain obligations upon HCBOCC, including the provision of a local share of the project costs, met by the 9th Cent Local Option Gas Tax , where applicable; and

WHEREAS, such grant applications, agreements and documents often contain schedules requiring submittal by certain dates, usually representing an extremely short time frame.

WHEREAS, in order for the County's Transit designated grant applications and grant-related documents to be submitted in a timely fashion, the Board has determined that the Transit Administrator should be authorized to execute designated grant applications and other grant-related documents; and

NOW, THEREFORE, BE IT RESOLVED BY THE HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS:

1. This Resolution applies to Federal Grant Programs under 49 U.S.C.
   Federal Transit Administration Section 5307 in the amount of $4,019,825
   Federal Transit Administration Section 5339 in the amount of $262,953
   Florida Department of Transportation Section 5311 in the amount of $695,230
   Florida Department of Transportation State Block Grant in the amount of $975,716

2. The Transit Administrator is authorized to:

   a. Submit the grant applications and supporting documents for Federal Transit Administration and Florida Department of Transportation grant funding.

   b. Furnish additional certifications and assurances and information as the Federal Transit Administration and the Florida Department of Transportation may require in connection with the program grant

applications

c. Sign necessary and required documents in order to submit the applications, accept and execute Federal Transit Administration and Florida Department of Transportation grants on behalf of Hernando County Board of County Commissioners for FY2025

d. Sign required documents post award throughout the life of the awarded grant

3. Any action taken by the Transit Administrator will be ratified by the Board.

4. This resolution shall take effect immediately upon its adoption

PASSED AND DULY ADOPTED this 19th day of November 2024

(SEAL) BOARD OF COUNTY COMMISSIONERS SEAL HERNANDO COUNTY, FLORIDA

HERNANDO COUNTY, FLORIDA

By _____
Chair, Board of County Commissioners
Brian Hawkins

ATTESTED:
Heidi Kruppe, Deputy Clerk
Clerk of the Circuit Court and
Comptroller and Ex-Officio Clerk of the
Board of County Commissioners

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

County Attorney's Office

Docusign Envelope ID: 3416BDA6-7AD1-4C89-A48E-D8617E9ED35F

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

PUBLIC TRANSPORTATION GRANT AGREEMENT

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 03/25

Financial Project Number(s): (item-segment-phase-sequence)		Fund(s):	DU	FLAIR Category:	088774
401982-1-84-25		Work Activity Code/Function:	215	Object Code:	780000
401982-2-84-25		Federal Award		Org. Code:	55301000943
		Identification Number (FAIN) – Transit only:		Vendor Number:	F591155275004
Contract Number:	G3B33	Federal Award Date:			
CFDA Number:	20.509	Agency UEI Number:	MWKBKNTZ9SW7		
CFDA Title:	Formula Grants for Rural Areas				
CSFA Number:	20.509				
CSFA Title:	Section 5311: Formula Grant for Rural Areas				

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into 05/21/2025 | 7:13 AM EDT, by and between the State of Florida, Department of Transportation, ("Department"), and Hernando County Board of County Commissioners, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 341.051, Florida Statutes, to enter into this Agreement.

2. **Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in Hernando County's BOCC (as TheBus) operating funds via the State Block Grant for continued transit service, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.

3. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

   _ **Aviation**
   _ **Seaports**
   X **Transit**
   _ **Intermodal**
   _ **Rail Crossing Closure**
   _ **Match to Direct Federal Funding** (Aviation or Transit)
   (Note: Section 15 and Exhibit G do not apply to federally matched funding)
   _ **Other**

4. **Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

   X Exhibit A: Project Description and Responsibilities
   X Exhibit B: Schedule of Financial Assistance
   _ *Exhibit B1: Deferred Reimbursement Financial Provisions
   *Exhibit B2: Advance Payment Financial Provisions
   _ *Exhibit B3: Alternative Advanced Pay (Transit Bus Program)
   _ *Exhibit C: Terms and Conditions of Construction
   X Exhibit D: Agency Resolution
   X Exhibit E: Program Specific Terms and Conditions
   X Exhibit E1: Prohibition Based on Health Care Choices
   X Exhibit E2: Exterior Vehicle Wrap, Tinting, Paint, Marketing and Advertising (Transit)

Docusign Envelope ID: 3416BDA6-7AD1-4C89-A48E-D8617E9ED35F

X Exhibit F: Contract Payment Requirements
__ *Exhibit G: Audit Requirements for Awards of State Financial Assistance
X *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
__ *Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
__ *Additional Exhibit(s):

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. **Time.** Unless specified otherwise, all references to "days" within this Agreement refer to calendar days.

6. **Term of Agreement.** This Agreement shall commence upon full execution by both Parties ("Effective Date") and continue through June 30, 2027. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

   a. __ If this box is checked the following provision applies:

   Unless terminated earlier, work on the Project shall commence no later than the __ day of __, or within __ days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

7. **Amendments, Extensions, and Assignment.** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

8. **Termination or Suspension of Project.** The Department may, by written notice to the Agency, suspend any or all of the Department's obligations under this Agreement for the Agency's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

   a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

   b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

   c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.

   d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

Docusign Envelope ID: 3416BDA6-7AD1-4C89-A48E-D8617E9ED35F

e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

9. Project Cost:

a. The estimated total cost of the Project is $701,054. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.

b. The Department agrees to participate in the Project cost up to the maximum amount of $350,527 and, the Department's participation in the Project shall not exceed 50.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B'', Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

a. Eligible Cost. The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A"**, **Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.

b. Deliverables. The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.

c. Invoicing. Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.

d. Supporting Documentation. Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.

e. Travel Expenses. The selected provision below is controlling regarding travel expenses:

__ Travel expenses are NOT eligible for reimbursement under this Agreement.

X Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's

Docusign Envelope ID: 3416BDA6-7AD1-4C89-A48E-D8617E9ED35F

Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

f. Financial Consequences. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

g. Invoice Processing. An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. Records Retention. The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. Progress Reports. Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

Docusign Envelope ID: 3416BDA6-7AD1-4C89-A48E-D8617E9ED35F

j. **Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

k. **Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

l. **Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

m. **Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

n. **Limits on Contracts Exceeding $25,000 and Term more than 1 Year.** In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

o. **Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

p. **Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A"**, **Project**

Docusign Envelope ID: 3416BDA6-7AD1-4C89-A48E-D8617E9ED35F

Description and Responsibilities, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A"**, **Project Description and Responsibilities.**

11. **General Requirements.** The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

    a. **Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.

    b. **Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.

    c. **Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than $250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:

        i. Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or

        ii. Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.

    d. __ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).

    e. __ If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):

        i. __ Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).

        ii. __ Agency has selected to apply a de minimus rate of 15% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.

        iii. __ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.

    f. **Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms

Docusign Envelope ID: 3416BDA6-7AD1-4C89-A48E-D8617E9ED35F

and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

g. **Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

a. **Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.

b. **Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.

c. **Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

d. **Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors

Docusign Envelope ID: 3416BDA6-7AD1-4C89-A48E-D8617E9ED35F

and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

13. **Maintenance Obligations.** In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

    a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. **Sale, Transfer, or Disposal of Department-funded Property:**

    a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.

    b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:

        i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.

        ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.

        iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.

        iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.

    c. The terms of provisions “a” and “b” above shall survive the termination of this Agreement.

        i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.

        ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

15. **Single Audit.** The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

    Federal Funded:

    a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by

Docusign Envelope ID: 3416BDA6-7AD1-4C89-A48E-D8617E9ED35F

Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:

i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit "H", Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.

ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than Federal entities).

iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at https://harvester.census.gov/facweb/ the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

Docusign Envelope ID: 3416BDA6-7AD1-4C89-A48E-D8617E9ED35F

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the Federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
5. Withhold further Federal awards for the Project or program;
6. Take other remedies that may be legally available.

vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

State Funded:

a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.

b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:

Docusign Envelope ID: 3416BDA6-7AD1-4C89-A48E-D8617E9ED35F

i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance,** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as

Docusign Envelope ID: 3416BDA6-7AD1-4C89-A48E-D8617E9ED35F

applicable.

vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

16. **Notices and Approvals.** Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. **Restrictions, Prohibitions, Controls and Labor Provisions:**

a. **Convicted Vendor List.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b. **Discriminatory Vendor List.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

Docusign Envelope ID: 3416BDA6-7AD1-4C89-A48E-D8617E9ED35F

c. Non-Responsible Contractors. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

d. Prohibition on Using Funds for Lobbying. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

e. Unauthorized Aliens. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

f. Procurement of Construction Services. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.

g. E-Verify. The Agency shall:

i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and

ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

h. Projects with Non-profit Organizations. Pursuant to Section 216.1366. Florida Statutes, if the Agency is a nonprofit organization as defined in Section 215.97(2)(m), Florida Statutes, the Agency shall provide documentation to indicate the amount of state funds:

i. Allocated to be used during the full term of this Agreement for remuneration to any member of the board of directors or an officer of the Agency

ii. Allocated under each payment by the Department to be used for remuneration of any member of the board of directors or an officer of the Agency. The documentation must indicate the amounts and recipients of the remuneration.

Such information will be posted by the Department to the Florida Accountability Contract Tracking System maintained pursuant to Section 215.985, F.S., and must additionally be posted to the Agency's website, if the Agency is a non-profit organization and maintains a website. The Agency shall utilize the Department's Form 350-090-19, Compensation to Non-Profits Using State Funds, for purposes of documenting the compensation. The subject Form is required for every contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations.

Pursuant to Section 216.1366, F.S., the term:

i. "Officer" means a chief executive officer, chief financial officer, chief operating officer, or any other position performing and equivalent function.

Docusign Envelope ID: 3416BDA6-7AD1-4C89-A48E-D8617E9ED35F

ii. "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing and meals.

iii. "State Funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the Federal Government and distributed by the state, or funds appropriated by the state fo distribution through any grant program. The term does not include funds used for the Medicaid program.

b. Design Services and Construction Engineering and Inspection Services. If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

15. Indemnification and Insurance:

a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, the Agency shall indemnify, defend, and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify, defend, and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement."

b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole

Docusign Envelope ID: 3416BDA6-7AD1-4C89-A48E-D8617E9ED35F

proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.

c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than $1,000,000 for each occurrence and not less than a $5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than $2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than $6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

16. Miscellaneous:

Docusign Envelope ID: 3416BDA6-7AD1-4C89-A48E-D8617E9ED35F

a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.

b. **Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

c. **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

d. **Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.

e. **Bonus or Commission.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

f. **Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

g. **Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

h. **Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).

i. **Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

j. **Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

Docusign Envelope ID: 3416BDA6-7AD1-4C89-A48E-D8617E9ED35F

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

AGENCY Hernando County Board of County Commissioners

Signed by:
By: Darlene Lollie
61B6493F9F44410...

Name: Darlene Lollie

Title: Transit Administrator

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

DocuSigned by:
By: Kelli Bradley
E7ECD335535C410...

Name: Kelli Bradley

Title: Interim Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

Martin D Hernandez

Signed by:
Martin D. Hernandez
844ABB3212BB414...

Docusign Envelope ID: 3416BDA6-7AD1-4C89-A48E-D8617E9ED35F

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): The purpose of this agreement is to provide Section 5311 Operating Funds to Hernando County BOCC (as TheBus) for continued transit service within Hernando County.

B. Project Location (limits, city, county, map): Hernando County Board of County Commissioners/Brooksville, FL/Hernando

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): Transfer funding from the Federal Transit Administration's to Subrecipient for the activities listed in attached budget and in the approved Subrecipient grant application.

Regular service hours will remain Monday through Friday from 8:00 a.m. through 5:00 p.m., except holidays, for which we provide limited service. Our dispatch operation opens at 4:30 a.m. and closes at 7:00 p.m. or after the last driver is done and has returned to the yard. Our program provides origin to destination (door-to-door) paratransit service to enhance the mobility of residents in the rural areas of our county. The service will provide users various types of trips to include, but not limited to, medical and life-sustaining appointments, their nutritional needs, employment related services and for recreation.

D. Deliverable(s): Progress Reports and Ridership Data will be submitted, reviewed, and evaluated with each invoice, or every 6 months - whichever is sooner.

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to):

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.

Docusign Envelope ID: 3416BDA6-7AD1-4C89-A48E-D8617E9ED35F

EXHIBIT B

Schedule of Financial Assistance
TRANSIT OPERATING ONLY

FUNDS AWARDED TO THE AGENCY PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Project Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/ CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
401982-1-84-25	DU	088774	2025	780000	20.509	Section 5311: Formula Grant for Rural Areas	$315,527.00
401982-2-84-25	DU	088774	2025	088774	20.509	Section 5311: Formula Grant for Rural Areas	$35,000.00
		Total Financial Assistance					$350,527.00

B. Operations Phase - Estimate of Project Costs by Budget Category:

Budget Categories *Operations (Transit Only)* *	State	Local	Federal	Total
Salaries	$0	$0	$0	$0
Fringe Benefits	$0	$0	$0	$0
Contractual Services	$150,527	$150,527	$0	$301,054
Travel	$200,000	$200,000	$0	$400,000
Other Direct Costs	$0	$0	$0	$0
Indirect Costs	$0	$0	$0	$0
Totals	***$350,527***	***$350,527***	***$0***	***$701,054***

* Budget category amounts are estimates and can be shifted between items without amendment (because they are all within the Operations Phase).

C. Cost Reimbursement

The Agency will submit invoices for cost reimbursement on a:

___ Monthly
___ Quarterly
_X_ Other: _No longer than 6 months_

basis upon the approval of the deliverables including the expenditure detail provided by the Agency.

Scope Code and/or Activity Line Item (ALI) (Transit Only)	
Common Name/UZA Name (Transit Only)	

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Maria DeJesus
Department Grant Manager Name

DocuSigned by:
Maria DeJesus
E0C3620FF5CC4AB...
Signature

05/19/2025 | 7:58 AM EDT
Date

Docusign Envelope ID: 3416BDA6-7AD1-4C89-A48E-D8617E9ED35F

EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

Docusign Envelope ID: 3416BDA6-7AD1-4C89-A48E-D8617E9ED35F

EXHIBIT E
PROGRAM SPECIFIC TERMS AND CONDITIONS – TRANSIT

(Section 5311: Formula Grants for Rural Areas)

This exhibit forms an integral part of the Agreement between the Department and the Agency.

The Agency, as the "subrecipient", shall comply with all applicable federal laws, regulations, and requirements, and should follow applicable federal guidance as outlined in the current FTA Master Agreement and 2 CFR Part 200, including but not limited to:

1. **Conformance with Enabling Legislation.** This Agreement is in conformance with Section 5311 of the Federal Transit Act of 1991, as amended (49 U.S.C. 5311) and Section 341.051(1)(a), F.S.

2. **Alcohol Misuse and Prohibited Drug Use.** The Agency shall establish and implement anti-drug and alcohol misuse prevention programs in accordance with the terms of 49 CFR 655, 49 U.S.C. 5331, and 49 CFR 40.

3. **Adherence to Certifications and Assurances.** The Agency shall ensure adherence with all federally required certifications and assurances made in its application to the Department for Section 5311 funds.

4. **FTA Compliance.** The Agency shall at all times comply with all applicable Federal Transit Administration ("FTA") regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the Department and FTA, as they may be amended or promulgated from time to time during the term of this contract. Failure to comply shall constitute a material breach of this contract.

5. **Nondiscrimination.** The Agency agrees to comply with all applicable requirements imposed by or issued pursuant to 49 U.S.C. 5332, 49 CFR 21, 42 U.S.C. 2000(d) and (e), 42 U.S.C. 6102, 42 U.S.C. 12132, and 42 U.S.C. § 12132. The agency also understands that this assurance extends to its entire facility and to facilities operated in connection with the project.

6. **Seat Belt Use.** The Agency agrees to implement Executive Order No. 13043, "Increasing Seat Belt Use in the United States," 23 U.S.C. § 402.

7. **Distracted Driving.** The Agency agrees to comply with Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," 23 U.S.C. § 402 note and U.S. DOT Order 902.10, "Text Messaging While Driving and the U.S. DOT Special Provision pertaining to Distracted Driving.

8. **Charter Service.** The Section 5311 subrecipient agrees to comply with 49 U.S.C. 5323(d), (g) and (r) and 49 CFR 604 and any other federal Charter Service regulations, which provide that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

9. **School Bus Operations.** Pursuant to 69 U.S.C. 5323(f) and 49 CFR 605, the Agency of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, subrecipients may not use federally funded equipment, vehicles, or facilities.

10. **Disadvantaged Business Enterprises (DBE).** This grant is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of

Docusign Envelope ID: 3416BDA6-7AD1-4C89-A48E-D8617E9ED35F

Transportation Financial Assistance Programs. The Agency must complete biannual DBE reports and submit them to the Department by May 1 and November 1 annually.

11. **Buy America.** The Agency agrees to comply with Buy America requirements outlined in 49 U.S.C. 5323(j) and 49 CFR 661, if using the funds granted under this Agreement for rolling stock purchases. The recipient also agrees to comply with the pre-award and post-delivery requirements outlined in 49 CFR 661.12.

12. **Clean Air and Water Pollution Acts.** The Agency agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251 – 1388) as amended, if the agreement exceeds $150,000.

13. **Anti-Lobbying.** The Agency agrees to comply with the requirements pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352(b)(5), U.S. DOT regulations, "New Restrictions on Lobbying," 49 CFR Part 20, to the extent consistent with 31 U.S.C. § 1352, as amended and other applicable federal laws, regulations, requirements, and guidance prohibiting the use of federal assistance for any activity concerning legislation or appropriations designed to influence the U.S. Congress or a state legislature.

14. **Bonding Requirements.** If this Agreement is for a construction project over $250,000 the recipient must adhere to FTA's bonding requirements 2 CFR 200.326 as outlined in the Best Practices Procurement Manual.

15. **Solid Wastes.** Where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000, the Agency agrees to comply with all the requirement of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, 49 U.S.C. 6962, as amended, including but not limited to the regulatory provisions of 40 CFR 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR 247. Sample language can be found in the Department's "Procurement Guidance for Transit Agencies."

16. **Employee Protections (Davis-Bacon and Copeland Anti-Kickback).** The Agency agrees to comply with the Davis-Bacon and Copeland Anti-Kickback Acts as codified at 40 U.S.C. 3141 et seq. and 18 U.S.C. 874 for any agreement exceeding $2,000. Sample language can be found in the Department's "Procurement Guidance for Transit Agencies."

17. **Employee Relations (Contract Work Hours and Safety Standards).** For any contract over $100,000, the Agency agrees to comply with the Contract Work Hours and Safety Standards Act, codified at 40 U.S.C. 3701 et seq.

18. **Breaches and Dispute Resolution.** The Agency agrees to include "Breaches and Dispute Resolution" language in all third-party agreements in compliance with 2 CFR 200 and FTA Circular 4220.1E or subsequent revisions.

19. **Transit Employee Protective Agreements.** The Agency agrees to comply with the Transit Employee Protective Agreements as codified in 49 U.S.C. 5333 and 29 CFR 215.

20. **Compliance with FTA Terms and Conditions.** The Agency shall not perform any act, fail to perform any act, or refuse to comply with any Department requests which would cause the 5311 subrecipient to be in violation of the FTA terms and conditions.

21. **Annual Safety Certification.** In accordance with Section 341.061, F.S., and Rule 14-90, Florida Administrative Code, the Agency shall submit, and the Department shall have on file, an annual safety certification stating that the Agency has adopted and is complying with its adopted System Safety and Security Program Plan, and has performed annual safety inspections of all buses operated.

22. **Budget/Cost Analysis.** The Agency will assist the Department by providing accurate information for the Department to create a budget/cost analysis in accordance with Section 216.3475, F.S.

23. **Non-Urban Area.** The Agency will provide the methodology for determining the non-urban area portion of their

Docusign Envelope ID: 3416BDA6-7AD1-4C89-A48E-D8617E9ED35F

service prior to submitting the first invoice. The Agency will submit an updated methodology once per year.

24. **Public Body Non-CTC Recipients.** An Agency may receive 5311 funds when the Community Transportation Coordinator (CTC) in the county is a private-for-profit entity. When the Agency accepts the 5311 funding, enters into a contract/PTGA with the Department, and the contracts with the CTC to provide rural general public transportation in the same service area in which the CTC is providing non-sponsored trips for the Commission for the Transportation Disadvantaged (CTD), then the non-sponsored human service transportation grant funds will be considered as eligible match for the 5311 funds. The Agency will be responsible for ensuring that the CTC meets all the requirements associated with the federal funds. The Agency will be responsible for ensuring that all dollars provided as match were for public transportation eligible trips. The Agency must keep financial records that substantiate the eligibility for the match being provided and make that documentation available to the Department on request.

25. **Transit Vehicle Inventory Management.** The Agency will follow the Department's Transit Vehicle Inventory Management Procedure (725-030-025i), which outlines the requirements for continuing management control, inventory transfer and disposal actions. This procedure pertains ONLY to capital procurements of rolling stock using the FTA Section 5310, Section 5311 or Section 5339 programs as the funding source, or where the Department participates in 50% or more of the public transit vehicle's purchase price. This may include vehicles purchased under the State Transit Block Grant Program, State Transit Corridor Program, State Transit Service Development Program, or other applicable Department programs.

26. **Delivery of Service Performance Requirements.** The Agency shall maintain in their System Safety Program Plan (SSPP) Operational and Safety requirements. Consistent with F.S. 341.061(2)(c), the Department has the authority to conduct a review of the system. Any adverse findings and any corrective actions must be addressed. If at any time, continued operation of the system, or a portion thereof, poses an immediate danger to public safety, the system operator shall suspend affected system service until corrective action is taken. If the system operator fails to take corrective action or fails to suspend service when immediate danger to the public exists, the Department may require the affected system service to be suspended.

27. **Reporting of Complaints, Grievances, and Resolutions.** The Agency must have an identified complaint and grievance process on file and must report to the Department on a quarterly basis all reported complaints, grievances, and resolutions.

28. **Agreements with contractors or subcontractors**. Pursuant to Section 341.041, F.S., the above Delivery of Service Performance Requirement and Reporting of Complaints, Grievances, and Resolutions, must be included in any agreement between the Agency and such entity's contractors or subcontractors that provide paratransit services.

29. **Build America, Buy America Act (BABA).** For all construction contracts, the Agency agrees to comply with the Build America, Buy America Act (BABA) requirements in the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58, div. G §§ 70901-27, as implemented at 2 CFR Part 184.

30. **Special EEO Provision for Construction.** For all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3, the Agency agrees to comply with the requirements of 41 CFR 60-1.4(b). These regulations prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin, or for inquiring about, discussing or disclosing compensation. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity or national origin.

Docusign Envelope ID: 3416BDA6-7AD1-4C89-A48E-D8617E9ED35F

31. **Veterans Preference.** For all construction contracts, as provided in 49 U.S.C. § 5325(k), to the extent practicable, the Agency will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108.

32. **Project Management Plan.** For all major capital projects, the Agency agrees to develop a project management plan that details their strategies to control the Project scope, budget, schedule and quality, in compliance with 49 CFR 633.

33. **Seismic Safety.** For construction contracts of new or existing buildings, the agency agrees to comply with the Earthquake Hazards Reduction Act of 1977, as amended, 42 U.S.C. § 7701, et seq., and U.S. DOT regulations, “Seismic Safety,” 49 CFR Part 41, specifically, 49 C.F.R. § 41.117.

34. **Construction Plans and Specifications.** For all construction contracts, the Agency agrees to comply with all applicable statutes, regulations, and requirements, and follow FTA guidance in the development and implementation of construction plans and specifications, including drafting, review, and approval, for the Award.

35. **Review of Technical Plans and Specifications.** For all construction contracts, the agency agrees to permit FTA and/or the State to review, as deemed necessary by FTA and/or the State, the technical plans and specifications.

36. **Engineering Supervision at Construction Sites.** For all construction contracts, the Agency agrees to provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms to the plans and specifications and that the intent of the scope of the Project is carried out.

-- ***End of Exhibit E*** --

Docusign Envelope ID: 3416BDA6-7AD1-4C89-A48E-D8617E9ED35F

Exhibit E1

PROGRAM SPECIFIC TERMS AND CONDITIONS

(Prohibition on Discrimination Based on Health Care Choices)

This exhibit forms an integral part of the Agreement between the Department and the Agency.

1. **Statutory Reference.** Section 339.08, F.S. and Section 381.00316, F.S.

2. **Statutory Compliance.** Pursuant to Section 339.08, F.S., the Department may not expend state funds to support a project or program of certain entities if the entity is found to be in violation of Section 381.00316, F.S. The Department shall withhold state funds until the entity is found to be in compliance with Section 381.00316, F.S. This shall apply to any of the following entities:

    a. A public transit provider as defined in s. 341.031(1), F.S.;
    b. An authority created pursuant to chapter 343, F.S., chapter 348, F.S., or chapter 349, F.S.; c. A public-use airport as defined in s. 332.004, F.S.; or
    d. A port listed in s. 311.09(1), F.S.

- End of Exhibit E1 -

Docusign Envelope ID: 3416BDA6-7AD1-4C89-A48E-D8617E9ED35F

Exhibit E2

PROGRAM SPECIFIC TERMS AND CONDITIONS – TRANSIT

(Exterior Vehicle Wrap, Tinting, Paint, Marketing, and Advertising)

This exhibit forms an integral part of the Agreement between the Department and the Agency.

1. **Statutory Reference.** Section 341.051(8), F.S. and Section 316.2954, F.S.

2. **Statutory Compliance.** In accordance with Section 341.051(8), F.S., as a condition of receiving funds from the Department, a public transit provider may not expend Department funds for marketing or advertising activities, including any wrap, tinting, paint, or other medium displayed, attached, or affixed on a motor vehicle owned, leased, or operated by the public transit provider. Such vehicles on which department funds are expended are limited to exterior vehicle wrap, tinting, paint, marketing, and advertising displaying:

    a. a brand or logo of the public transit provider,
    b. the official seal of the jurisdictional governmental entity, or
    c. a state agency public service announcement.

3. **Window Tinting Requirements.** Any new wrap, tinting, paint, medium or advertisement on the passenger windows of a vehicle used by a public transit provider may not be darker than the legally allowed tinting requirements provided in Section 316.2954, F.S.

- End of Exhibit E2 -

Docusign Envelope ID: 3416BDA6-7AD1-4C89-A48E-D8617E9ED35F

EXHIBIT F

Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: https://myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/manuals/agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_6

Docusign Envelope ID: 3416BDA6-7AD1-4C89-A48E-D8617E9ED35F

EXHIBIT H

AUDIT REQUIREMENTS FOR AWARDS OF FEDERAL FINANCIAL ASSISTANCE

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

CFDA No.: 20.509
CFDA Title: Formula Grants for Rural Areas

***Award Amount:** $350,527
Awarding Agency: Florida Department of Transportation
Indirect Cost Rate:
****Award is for R&D:** No

*The federal award amount may change with amendments
**Research and Development as defined at 2 CFR §200.87

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING AUDIT REQUIREMENTS:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards
www.ecfr.gov

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

Title 23 – Highways, United States Code
http://uscode.house.gov/browse.xhtml

Title 49 – Transportation, United States Code
http://uscode.house.gov/browse.xhtml

Infrastructure Investment and Jobs Act (IIJA) (Public Law 117-58)
https://www.congress.gov/117/bills/hr3684/BILLS-117hr3684enr.pdf

Federal Highway Administration – Florida Division
www.fhwa.dot.gov/fldiv

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
www.fsrs.gov

Docusign Envelope ID: D0B74694-63AE-40A1-8E7D-554D6061034B

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

PUBLIC TRANSPORTATION GRANT AGREEMENT

Form 725-000-01
STRATEGIC DEVELOPMENT
OGC 03/25

Financial Project Number(s): (item-segment-phase-sequence)		Fund(s):	DPTO, DDR	FLAIR Category:	088774
408104-1-84-25		Work Activity Code/Function:	215	Object Code:	751000
		Federal Award Identification Number (FAIN) – Transit only:	Block Grant	Org. Code:	55072020729
				Vendor Number:	F591155275004
Contract Number:	G3A39	Federal Award Date:			
CFDA Number:	N/A	Agency UEI Number:	MWKBKNTZ9SW7		
CFDA Title:	N/A				
CSFA Number:	55.010				
CSFA Title:	Public Transit Block Grant Program				

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into 04/25/2025 | 8:12 AM EDT, by and between the State of Florida, Department of Transportation, ("Department"), and Hernando County Board of County Commissioners, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 341.052, Florida Statutes, to enter into this Agreement.

2. **Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in Hernando County's BOCC (as TheBus) continued operating services via State Transit Block Grant, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.

3. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

   __ **Aviation**
   __ **Seaports**
   X **Transit**
   __ **Intermodal**
   __ **Rail Crossing Closure**
   __ **Match to Direct Federal Funding** (Aviation or Transit)
   (Note: Section 15 and Exhibit G do not apply to federally matched funding)
   __ **Other**

4. **Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

   X Exhibit A: Project Description and Responsibilities
   X Exhibit B: Schedule of Financial Assistance
   __ *Exhibit B1: Deferred Reimbursement Financial Provisions
   __ *Exhibit B2: Advance Payment Financial Provisions
   __ *Exhibit B3: Alternative Advanced Pay (Transit Bus Program)
   __ *Exhibit C: Terms and Conditions of Construction
   X Exhibit D: Agency Resolution
   X Exhibit E: Program Specific Terms and Conditions
   X Exhibit E1: Prohibition Based on Health Care Choices

Docusign Envelope ID: D0B74694-63AE-40A1-8E7D-554D6061034B

X Exhibit E2: Exterior Vehicle Wrap, Tinting, Paint, Marketing and Advertising (Transit)
X Exhibit F: Contract Payment Requirements
X *Exhibit G: Audit Requirements for Awards of State Financial Assistance
__ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
__ *Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
__ *Additional Exhibit(s):

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. **Time.** Unless specified otherwise, all references to "days" within this Agreement refer to calendar days.

6. **Term of Agreement.** This Agreement shall commence upon full execution by both Parties ("Effective Date") and continue through June 30, 2027. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

   a. __ If this box is checked the following provision applies:

   Unless terminated earlier, work on the Project shall commence no later than the __ day of __, or within __ days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

7. **Amendments, Extensions, and Assignment.** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

8. **Termination or Suspension of Project.** The Department may, by written notice to the Agency, suspend any or all of the Department's obligations under this Agreement for the Agency's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

   a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

   b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

   c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.

   d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

Docusign Envelope ID: D0B74694-63AE-40A1-8E7D-554D6061034B

e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

9. Project Cost:

a. The estimated total cost of the Project is $975,716. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.

b. The Department agrees to participate in the Project cost up to the maximum amount of $487,858 and, the Department's participation in the Project shall not exceed 50.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B'', Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

a. Eligible Cost. The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A"**, **Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.

b. Deliverables. The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.

c. Invoicing. Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.

d. Supporting Documentation. Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.

e. Travel Expenses. The selected provision below is controlling regarding travel expenses:

__ Travel expenses are NOT eligible for reimbursement under this Agreement.

Docusign Envelope ID: D0B74694-63AE-40A1-8E7D-554D6061034B

X Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

f. **Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

g. **Invoice Processing.** An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. **Records Retention.** The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. **Progress Reports.** Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

Docusign Envelope ID: D0B74694-63AE-40A1-8E7D-554D6061034B

j. **Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

k. **Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

l. **Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

m. **Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

n. **Limits on Contracts Exceeding $25,000 and Term more than 1 Year.** In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

o. **Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

p. **Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred

Docusign Envelope ID: D0B74694-63AE-40A1-8E7D-554D6061034B

after the expiration of the Agreement, costs that are not provided for in **Exhibit "A"**, **Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A"**, **Project Description and Responsibilities.**

11. **General Requirements.** The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

    a. **Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.

    b. **Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.

    c. **Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than $250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:

        i. Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or

        ii. Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.

    d. __ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).

    e. __ If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):

        i. __ Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).

        ii. __ Agency has selected to apply a de minimus rate of 15% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.

        iii. __ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.

    f. **Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms

Docusign Envelope ID: D0B74694-63AE-40A1-8E7D-554D6061034B

and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

g. **Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

a. **Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.

b. **Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.

c. **Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

d. **Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors

Docusign Envelope ID: D0B74694-63AE-40A1-8E7D-554D6061034B

and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

13. **Maintenance Obligations.** In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

    a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. **Sale, Transfer, or Disposal of Department-funded Property:**

    a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.

    b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:

        i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.

        ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.

        iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.

        iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.

    c. The terms of provisions “a” and “b” above shall survive the termination of this Agreement.

        i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.

        ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

15. **Single Audit.** The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

    Federal Funded:

    a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by

Docusign Envelope ID: D0B74694-63AE-40A1-8E7D-554D6061034B

Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:

i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit "H", Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.

ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than Federal entities).

iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at https://harvester.census.gov/facweb/ the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

Docusign Envelope ID: D0B74694-63AE-40A1-8E7D-554D6061034B

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the Federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
5. Withhold further Federal awards for the Project or program;
6. Take other remedies that may be legally available.

vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

State Funded:

a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.

b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:

Docusign Envelope ID: D0B74694-63AE-40A1-8E7D-554D6061034B

i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance,** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as

Docusign Envelope ID: D0B74694-63AE-40A1-8E7D-554D6061034B

applicable.

vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

16. **Notices and Approvals.** Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. **Restrictions, Prohibitions, Controls and Labor Provisions:**

a. **Convicted Vendor List.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b. **Discriminatory Vendor List.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

Docusign Envelope ID: D0B74694-63AE-40A1-8E7D-554D6061034B

c. **Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

d. **Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

e. **Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

f. **Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.

g. **E-Verify.** The Agency shall:

   i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and

   ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

h. **Projects with Non-profit Organizations.** Pursuant to Section 216.1366. Florida Statutes, if the Agency is a nonprofit organization as defined in Section 215.97(2)(m), Florida Statutes, the Agency shall provide documentation to indicate the amount of state funds:

   i. Allocated to be used during the full term of this Agreement for remuneration to any member of the board of directors or an officer of the Agency

   ii. Allocated under each payment by the Department to be used for remuneration of any member of the board of directors or an officer of the Agency. The documentation must indicate the amounts and recipients of the remuneration.

   Such information will be posted by the Department to the Florida Accountability Contract Tracking System maintained pursuant to Section 215.985, F.S., and must additionally be posted to the Agency's website, if the Agency is a non-profit organization and maintains a website. The Agency shall utilize the Department's Form 350-090-19, Compensation to Non-Profits Using State Funds, for purposes of documenting the compensation. The subject Form is required for every contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations.

   Pursuant to Section 216.1366, F.S., the term:

   i. "Officer" means a chief executive officer, chief financial officer, chief operating officer, or any other position performing and equivalent function.

Docusign Envelope ID: D0B74694-63AE-40A1-8E7D-554D6061034B

ii. "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing and meals.

iii. "State Funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the Federal Government and distributed by the state, or funds appropriated by the state fo distribution through any grant program. The term does not include funds used for the Medicaid program.

b. Design Services and Construction Engineering and Inspection Services. If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

15. Indemnification and Insurance:

a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, the Agency shall indemnify, defend, and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify, defend, and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement."

b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole

Docusign Envelope ID: D0B74694-63AE-40A1-8E7D-554D6061034B

proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.

c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than $1,000,000 for each occurrence and not less than a $5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than $2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than $6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

16. Miscellaneous:

Docusign Envelope ID: D0B74694-63AE-40A1-8E7D-554D6061034B

a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.

b. **Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

c. **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

d. **Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.

e. **Bonus or Commission.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

f. **Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

g. **Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

h. **Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).

i. **Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

j. **Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

Docusign Envelope ID: D0B74694-63AE-40A1-8E7D-554D6061034B

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

AGENCY Hernando County Board of County Commissioners

By: Darlene Lollie

Name: Darlene Lollie

Title: Transit Administrator

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

DocuSigned by:

By: Kelli Bradley
E7ECD335535C410...

Name: Kelli Bradley

Title: Interim Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

Martin D Hernandez

Signed by:

Martin D. Hernandez
844ABB3212BB414...

Docusign Envelope ID: D0B74694-63AE-40A1-8E7D-554D6061034B

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): The purpose of this agreement is to provide State Block funds for Hernando County BOCC (as TheBus) for continued service in Hernando County.

B. Project Location (limits, city, county, map): Hernando County Board of County Commissioners/Brooksville, FL/Hernando

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): x

D. Deliverable(s): Progress Reports and Ridership Data will be submitted, reviewed, and evaluated with each invoice, or every 6 months - whichever is sooner.

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to):

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.

Docusign Envelope ID: D0B74694-63AE-40A1-8E7D-554D6061034B

EXHIBIT B

Schedule of Financial Assistance
TRANSIT OPERATING ONLY

FUNDS AWARDED TO THE AGENCY PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Project Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/ CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
408104-1-84-25	DDR, DPTO	088774	2025	751000	55.010	State Transit Block Grant	$487,858.00
		Total Financial Assistance					$487,858.00

DS
CL

B. Operations Phase - Estimate of Project Costs by Budget Category:

Budget Categories *Operations (Transit Only)* *	State	Local	Federal	Total
Salaries	$0	$0	$0	$0
Fringe Benefits	$0	$0	$0	$0
Contractual Services	$487,858	$487,858	$0	$975,716
Travel	$0	$0	$0	$0
Other Direct Costs	$0	$0	$0	$0
Indirect Costs	$0	$0	$0	$0
Totals	***$487,858***	***$487,858***	***$0***	***$975,716***

* Budget category amounts are estimates and can be shifted between items without amendment (because they are all within the Operations Phase).

C. Cost Reimbursement

The Agency will submit invoices for cost reimbursement on a:

___ Monthly
___ Quarterly
_X_ Other: No longer than 6 months

basis upon the approval of the deliverables including the expenditure detail provided by the Agency.

Scope Code and/or Activity Line Item (ALI) (Transit Only)	
Common Name/UZA Name (Transit Only)	

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Maria DeJesus
Department Grant Manager Name

DocuSigned by:
Maria DeJesus
E0C3620FF5CC4AB...
Signature

04/24/2025 | 9:56 AM EDT
Date

Docusign Envelope ID: D0B74694-63AE-40A1-8E7D-554D6061034B

EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

RESOLUTION 2024- 234

A RESOLUTION OF THE HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS AUTHORIZE THE TRANSIT ADMINISTRATOR TO SUBMIT APPLICATIONS, ACCEPT, AND EXECUTE ALL FEDERAL TRANSIT ADMINISTRATION GRANTS AND ALL FLORIDA DEPARTMENT OF TRANSPORTATION GRANTS FOR FISCAL YEAR 2025

WHEREAS, the Hernando County Board of County Commissioners (HCBOCC) has authority to apply for and receive Public Transportation Funding, including those from the Federal Transportation Administration and the Florida Department of Transportation as authorized by Chapter 341, Florida Statutes and/or Florida Transit Administration Act of 1964 as amended; and

WHEREAS, the Federal Transit Administration and the State of Florida, through their Fiscal Year 2025 financial assistance programs will make funds available to assist HCBOCC, and

WHEREAS, agreements for financial assistance will impose certain obligations upon HCBOCC, including the provision of a local share of the project costs, met by the 9th Cent Local Option Gas Tax , where applicable; and

WHEREAS, such grant applications, agreements and documents often contain schedules requiring submittal by certain dates, usually representing an extremely short time frame.

WHEREAS, in order for the County's Transit designated grant applications and grant-related documents to be submitted in a timely fashion, the Board has determined that the Transit Administrator should be authorized to execute designated grant applications and other grant-related documents; and

NOW, THEREFORE, BE IT RESOLVED BY THE HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS:

1. This Resolution applies to Federal Grant Programs under 49 U.S.C.
   Federal Transit Administration Section 5307 in the amount of $4,019,825
   Federal Transit Administration Section 5339 in the amount of $262,953
   Florida Department of Transportation Section 5311 in the amount of $695,230
   Florida Department of Transportation State Block Grant in the amount of $975,716

2. The Transit Administrator is authorized to:

   a. Submit the grant applications and supporting documents for Federal Transit Administration and Florida Department of Transportation grant funding.

   b. Furnish additional certifications and assurances and information as the Federal Transit Administration and the Florida Department of Transportation may require in connection with the program grant

applications

c. Sign necessary and required documents in order to submit the applications, accept and execute Federal Transit Administration and Florida Department of Transportation grants on behalf of Hernando County Board of County Commissioners for FY2025

d. Sign required documents post award throughout the life of the awarded grant

3. Any action taken by the Transit Administrator will be ratified by the Board.

4. This resolution shall take effect immediately upon its adoption

PASSED AND DULY ADOPTED this 19th day of November 2024

(SEAL) BOARD OF COUNTY COMMISSIONERS SEAL HERNANDO COUNTY, FLORIDA

HERNANDO COUNTY, FLORIDA

By _____
Chair, Board of County Commissioners
Brian Hawkins

ATTESTED:
Heidi Kruppe, Deputy Clerk
Clerk of the Circuit Court and
Comptroller and Ex-Officio Clerk of the
Board of County Commissioners

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

County Attorney's Office

Docusign Envelope ID: D0B74694-63AE-40A1-8E7D-554D6061034B

EXHIBIT E
PROGRAM SPECIFIC TERMS AND CONDITIONS – TRANSIT
(For State Block Grant Only)

This exhibit forms an integral part of the Agreement between the Department and the Agency.

1. **Statutory Reference.** Section 341.052, F.S.

2. **Eligibility.** The Department shall provide block grant funds for eligible capital and operating costs of public bus transit and local public fixed guideway projects. Eligibility of this Agency to receive grant funding is provided in Section 341.052(1), F.S., and Sections 5307 and 5311 of the Federal Transit Act, 49 U.S.C. 5307, and 49 U.S.C. 5311 respectively.

    a) Eligible transit capital costs means any costs that would be defined as capital costs by the Federal Transit Administration.

    b) Eligible transit operating costs are the total administrative, management, and operation costs directly incident to the provision of public bus transit services, **excluding** any depreciation or amortization of capital assets.

3. **Local Revenue Limits.** Block grant funds shall not exceed local revenue during the term of this Agreement. Local revenue is defined as the sum of money received from local government entities to assist in paying transit operation costs, including tax funds, and revenue earned from fare box receipts, charter service, contract service, express service and non - transportation activities.

4. **Supplanting Local Tax Revenue.** Block grant funds shall not supplant local tax revenues made available for operations in the year immediately preceding this Agreement.

5. **State Participation.** State participation in eligible public transit operating costs may not exceed fifty (50) percent of such costs or an amount equal to the total revenue, excluding farebox, charter, and advertising revenue and federal funds, received by the provider for operating costs, whichever amount is less.

6. **Required Budget.** The Agency shall provide the Department with two (2) copies of its most current adopted budget by March 1. Unless the adopted budget uses a format consistent with the National Transit Database (NTD) report, the copy provided to the Department will indicate how the projections for total local revenue, local tax revenue made available for operations, and depreciation and amortization costs, as they will appear in the NTD report, can be identified.

7. **Required Publication of Productivity and Performance Measures.** The Agency shall publish in the local newspaper of its area, in the format prescribed by the Department, the productivity and performance measures established for the transit providers most recently completed fiscal year and the prior fiscal year. This report shall be approved by the Department prior to its publication. This report shall be submitted to the Department no later than November 15 of each year, and published either by December 31 or no later than twenty-eight (28) calendar days of the Department's written approval of the report. The Agency shall furnish an affidavit of publication to the Department within twenty eight (28) calendar days of publication.

8. **Annual Plan or Update.** The Agency shall submit a Transit Development Plan (TDP) or annual update to the Department by September 1 of each year.

    a) As a separate part of the transit development plan or annual report, the Agency will address potential enhancements to productivity and performance which would have the effect of increasing farebox ratio pursuant to Section 341.071(2), F.S.

Docusign Envelope ID: D0B74694-63AE-40A1-8E7D-554D6061034B

b) A TDP shall conform to the requirements in Rule 14-73, available at: http://fac.dos.state.fl.us/faconline/chapter14.pdf.

9. Safety Requirements. Mark the required Safety submittal or provisions for this Agreement if applicable:

X Bus Transit System – In accordance with Section 341.061, F.S., and Rule 14-90, Florida Administrative Code, the Agency shall submit, and the Department shall have on file, an annual safety certification that the Agency has adopted and is complying with its adopted System Safety and Security Program Plan pursuant to Rule Chapter 14-90 and has performed annual safety inspections of all buses operated.

____ Fixed Guideway Transportation System (established) – In accordance with Section 341.061, F.S., the Agency shall submit, and the Department shall have on file, annual certification by the Agency of compliance with its System Safety and Security Program Plan, pursuant to Rule 14-15.017 and the "Safety and Security Oversight Program Standards Manual", DOT Topic Number 725-030-014.

____ Fixed Guideway Transportation System – This applies to New Starts projects and subsequent major projects to extend, rehabilitate, or modify an existing system, or to replace vehicles and equipment. In accordance with Section 341.061, F.S., the Agency shall submit a certification attesting to the adoption of a System Safety Program Plan pursuant to Rule 14-15.017 and the "Safety and Security Oversight Program Standards Manual", DOT Topic Number 725-030-014. Prior to beginning passenger service operations, the Agency shall submit a certification to the Department that the new start system or major modification to an existing system is safe for passenger service.

____ Not Applicable.

10. Transit Vehicle Inventory Management. The agency will follow the Department's Transit Vehicle Inventory Management Procedure (725-030-025i), which outlines the requirements for continuing management control, inventory transfer and disposal actions. This procedure pertains ONLY to capital procurements of rolling stock using the FTA Section 5310, Section 5311, Section 5316 and Section 5317 programs as the funding source, or where the Department participates in 50% or more of the public transit vehicle's purchase price. This may include vehicles purchased under the State Transit Block Grant Program, State Transit Corridor Program, State Transit Service Development Program, or other applicable Departmental programs.

11. Formula Information. As authorized in Section 341.052, F.S., the annual appropriation in the program is divided by formula and then distributed to each eligible transit system. The formula described below is adjusted each year based on data received from the transit systems' federally required National Transit Data (NTD) report. A copy of the NTD report is required to be sent to the Department each year.

Distribution is accomplished through a multiple step process. 15% of the appropriation is given to the Commission for the Transportation Disadvantaged to be distributed to the Community Transportation Coordinators in accordance with Chapter 427, F.S. The remaining 85% is divided into three equal portions. Each eligible transit system gets a percentage of the first portion based on their percentage of total population served; the second portion is allocated based on their percentage of total revenue miles of service provided; and the third portion is allocated based on their percentage of total passengers carried. The total from all three portions is the total available allocation for each eligible transit system in the state.

-- End of Exhibit E --

Docusign Envelope ID: D0B74694-63AE-40A1-8E7D-554D6061034B

Exhibit E1

PROGRAM SPECIFIC TERMS AND CONDITIONS

(Prohibition on Discrimination Based on Health Care Choices)

This exhibit forms an integral part of the Agreement between the Department and the Agency.

1. **Statutory Reference.** Section 339.08, F.S. and Section 381.00316, F.S.

2. **Statutory Compliance.** Pursuant to Section 339.08, F.S., the Department may not expend state funds to support a project or program of certain entities if the entity is found to be in violation of Section 381.00316, F.S. The Department shall withhold state funds until the entity is found to be in compliance with Section 381.00316, F.S. This shall apply to any of the following entities:

    a. A public transit provider as defined in s. 341.031(1), F.S.;
    b. An authority created pursuant to chapter 343, F.S., chapter 348, F.S., or chapter 349, F.S.; c. A public-use airport as defined in s. 332.004, F.S.; or
    d. A port listed in s. 311.09(1), F.S.

- End of Exhibit E1 -

Docusign Envelope ID: D0B74694-63AE-40A1-8E7D-554D6061034B

Exhibit E2

PROGRAM SPECIFIC TERMS AND CONDITIONS – TRANSIT

(Exterior Vehicle Wrap, Tinting, Paint, Marketing, and Advertising)

This exhibit forms an integral part of the Agreement between the Department and the Agency.

1. **Statutory Reference.** Section 341.051(8), F.S. and Section 316.2954, F.S.

2. **Statutory Compliance.** In accordance with Section 341.051(8), F.S., as a condition of receiving funds from the Department, a public transit provider may not expend Department funds for marketing or advertising activities, including any wrap, tinting, paint, or other medium displayed, attached, or affixed on a motor vehicle owned, leased, or operated by the public transit provider. Such vehicles on which department funds are expended are limited to exterior vehicle wrap, tinting, paint, marketing, and advertising displaying:

    a. a brand or logo of the public transit provider,
    b. the official seal of the jurisdictional governmental entity, or
    c. a state agency public service announcement.

3. **Window Tinting Requirements.** Any new wrap, tinting, paint, medium or advertisement on the passenger windows of a vehicle used by a public transit provider may not be darker than the legally allowed tinting requirements provided in Section 316.2954, F.S.

- End of Exhibit E2 -

Docusign Envelope ID: D0B74694-63AE-40A1-8E7D-554D6061034B

EXHIBIT F

Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: https://myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/manuals/agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_6

Docusign Envelope ID: D0B74694-63AE-40A1-8E7D-554D6061034B

EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation
State Project Title: Public Transit Block Grant Program
CSFA Number: 55.010
***Award Amount:** $487,858

*The award amount may change with amendments

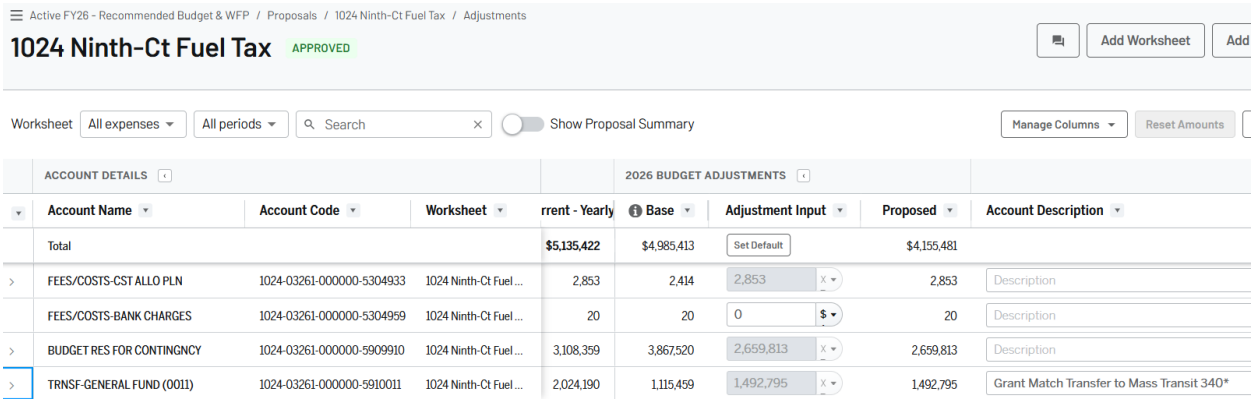
Specific project information for CSFA Number 55.010 is provided at: https://apps.fldfs.com/fsaa/searchCatalog.aspx

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.010 are provided at: https://apps.fldfs.com/fsaa/searchCompliance.aspx

The State Projects Compliance Supplement is provided at: https://apps.fldfs.com/fsaa/compliance.aspx

Budget Support for LS 16299 Grant Match



Active FY26 - Recommended Budget & WFP / Proposals / 1024 Ninth-Ct Fuel Tax / Adjustments

1024 Ninth-Ct Fuel Tax APPROVED

Add Worksheet | Add

Worksheet: All expenses | All periods | Search | Show Proposal Summary | Manage Columns | Reset Amounts

ACCOUNT DETAILS					2026 BUDGET ADJUSTMENTS		
Account Name	Account Code	Worksheet	rrent - Yearly	Base	Adjustment Input	Proposed	Account Description
Total			$5,135,422	$4,985,413	Set Default	$4,155,481	
FEES/COSTS-CST ALLO PLN	1024-03261-000000-5304933	1024 Ninth-Ct Fuel ...	2,853	2,414	2,853	2,853	Description
FEES/COSTS-BANK CHARGES	1024-03261-000000-5304959	1024 Ninth-Ct Fuel ...	20	20	0 $	20	Description
BUDGET RES FOR CONTINGNCY	1024-03261-000000-5909910	1024 Ninth-Ct Fuel ...	3,108,359	3,867,520	2,659,813	2,659,813	Description
TRNSF-GENERAL FUND (0011)	1024-03261-000000-5910011	1024 Ninth-Ct Fuel ...	2,024,190	1,115,459	1,492,795	1,492,795	Grant Match Transfer to Mass Transit 340*

TITLE

Request to Apply for Firehouse Subs Public Safety Foundation Grant for Purchase of Multi-Purpose Boots for Hernando County Fire Rescue and Emergency Services

BRIEF OVERVIEW

Firehouse Subs Foundation offers a grant for up to $40,000.00 to provide local communities lifesaving equipment and prevention education tools to first responders and public safety organizations. This grant would allow Hernando County Fire Rescue and Emergency Services (HCFR) to purchase each firefighter a multi-purpose boot that has a 10-year warranty. This multi-purpose puncture-resistant boot can be worn in the station, on EMS calls, to wildland brush fires and on urban search and rescue deployments. The grant would enable the purchase of 108 pairs of the boots at a cost of $369.99 each, for a total of $39,958.92. The application for this grant is processed through their portal.

FINANCIAL IMPACT

Upon award, a budget resolution will be provided. Upon approval, the total amount will be budgeted.

LEGAL NOTE

The Board has authority to act on this matter pursuant to Chapter 125, Florida Statutes.

RECOMMENDATION

It is recommended that the Board authorize Division Chief Chad Coates to submit an electronic application for this year's Firehouse Subs Public Safety Foundation Grant, as there is a very short window to submittal window. The grant portal opens October 9, 2025.

REVIEW PROCESS

Paul Hasenmeier	Approved	08/18/2025 10:32 AM
Amelia Gebala	Approved	08/18/2025 1:47 PM
Albert Bertram	Approved	08/19/2025 10:12 AM
Mindy Rivera	Delegated	08/19/2025 10:14 AM
Erin Briggs	Approved	08/26/2025 1:36 PM
Carla Rossiter-Smith	Approved	08/29/2025 1:56 PM
Pamela Hare	Approved	08/29/2025 4:20 PM
Michael Cowan	Approved	09/01/2025 10:10 AM
Heidi Prouse	Approved	09/02/2025 2:45 PM
Toni Brady	Approved	09/03/2025 9:14 AM
Jeffrey Rogers	Approved	09/03/2025 10:46 AM
Colleen Conko	Approved	09/03/2025 10:49 AM

RESULT: ADOPTED

MOVER:	Steve Champion
SECONDER:	Ryan Amsler
AYES:	Hawkins, Campbell, Allocco, Amsler and Champion

The Portal is Closed Until 10/9/2025

GRANT APPLICATION FAQs

APPLICATION CHECKLIST

START AN APPLICATION

SIGN IN

Frequently Asked Questions & Tips

STOP HERE & PRINT THIS PAGE. You will not be able to return to this page.

Please Apply Early.

What does the Firehouse Subs Public Safety Foundation support?

Our Mission is to impact the lifesaving capabilities, and the lives of local heroes and their communities. This is accomplished by providing lifesaving equipment and prevention education tools to first responders and public safety organizations. All requests must fall within our Foundation's funding guidelines which can be found on our website via firehousesubsfoundation.org/about-us/funding-areas. See below for information regarding items that are not supported by our grants program.

Are there items that your Foundation does not support?

All requests must fall within our Foundation's funding guidelines which can be found on our website via firehousesubsfoundation.org/about-us/funding-areas. Examples of items that are not supported by our board of directors at this time include body cameras, building exhaust removal systems, crash data boxes, dash cams, drones and drone accessories, exercise equipment, goodie bags, guns/firearms/use of force equipment, riot gear, laser pointers (designators), inflatable bounce houses, license plate readers, Narcan, portable message signs, Pluggie the fire plug robot, Polar Breeze thermal rehabilitation systems, police radar equipment, power load stretchers, recording devices, refurbished equipment, security systems, surveillance equipment, Sparky the Fire Dog robots and costumes, stop sticks, tasers, throw bots, traffic road barriers, TruNar analyzers, t-shirts & polos, etc. Note: Our organization is unable to accept requests for Scott SCBA Model AP50 at this time. All other Scott product requests are acceptable.

Is this grant only available for Fire Departments?

No. Law enforcement, EMS, public safety organizations, non-profits and schools are encouraged to apply for lifesaving equipment.

If my organization has received a grant award from Firehouse Subs Public Safety Foundation in the past, when can we reapply?

We ask that grant recipients wait a minimum of three years from the date of approval before reapplying.

Does the Foundation provide reimbursements for purchased equipment?

Our program DOES NOT provide reimbursements for purchased equipment. If your organization has already purchased the equipment and is requesting reimbursement, please DO NOT apply.

Can my organization submit multiple grant applications?

No, the Foundation does not accept more than one grant request per organization. The Foundation is unable to make exceptions to this rule.

Is the Firehouse Subs Public Safety Foundation grant a matching grant?

There are no matching funds involved in our organization's grants program.

Does the Foundation accept requests for partial funding?

The Foundation does not consider request for partial funding.

If my request is more or less than $20,000, will it be denied?

$15,000-$25,000 is a guideline. Requests exceeding $40,000 will not be accepted.

What financial information should we provide?

Financials must show revenue and expenses and must include the name of your organization, city or county. One of the following options must be submitted:

- A recent - within one month - Balance Sheet which consists of Assets and Liabilities
- A recent - within one month - Profit & Loss Statement also called an Income Statement
- A current year annual budget showing projected income and expenses
- A previous year audit or 990

What is needed for the required vendor quote/bid attachment?

An official vendor quote must be submitted with the following information for your grant request to be considered.

Note: When requesting a quote/bid from a vendor, please share our quote requirements and notify the vendor that you are applying for a grant from our Foundation. Please ensure the quote reflects the most up-to-date and accurate pricing. As a non-profit charity we are responsible for the allocation of donor dollars. This includes procuring granted equipment at a savings, whenever possible.

Submitted quotes MUST meet the requirements below, please read carefully:

o Vendor sales representative first and last name must be included on quote

o Vendor email address must be included on quote

o The name & ***physical*** address of your organization must be included

o The first & last name of a contact person from your organization must be included

o Only one vendor quote may be submitted. Your application will be marked incomplete if more than one quote is submitted.

o Quote must be itemized

o Online quotes will not be accepted

o Must be dated within six months of the application deadline

o Must contain ***only*** the item(s) pertaining to your grant request

o The total dollar amount and equipment quantities in the vendor quote ***MUST MATCH*** the total that your department is requesting on the application. Please ensure the quote reflects the most up-to-date and accurate pricing

o Include sales tax, freight charges and any anticipated installation fees, if applicable. Firehouse Subs Public Safety Foundation will not be responsible for additional shipping costs, sales tax, or installation not included in the submitted quote. All costs, including accessories, must be itemized

o The cost of maintenance plans and extended warranties are not permissible

o Firehouse Subs Public Safety Foundation will not be responsible for restocking fees or costs related to errors within your quote

Important: Only one vendor quote may be submitted for related items only, within one equipment category. Unrelated equipment cannot be combined into one quote. Examples of unacceptable requests include quotes for un-related equipment:

- Cutter, Spreader and Fire Hoses*
- AEDs and gas monitors*
- Requests with more than one quote

* these items do not belong in the same equipment category

What inventory information should I provide?

Equipment inventory is required for first responder organizations only. If your organization does not have apparatus, vehicles or specialized equipment, please attach a document noting that the organization does not have any applicable inventory and include the name of your organization on the document.

For first responders: The inventory documentation must list the name of your organization. Please include a list of apparatus, vehicles and other specialized equipment, if applicable. The lists we receive vary in length depending on the size and type of organization. (For example, include items such as vehicles, extrication equipment, breathing devices, and personal protective equipment/PPE).

If my department is located more than 60 miles from a Firehouse Subs restaurant, should I still apply?

Our Foundation mainly focuses its resources in areas served by Firehouse Subs restaurants. We recognize the need of rural and volunteer departments throughout the country and will consider applications outside of the 60-mile guideline.

When can we expect to find out if our grant has been approved or denied?

Grant award notifications will be emailed to ALL applicants prior to the portal reopening date each quarter. Please do not contact restaurants or the Firehouse Subs Care Center with questions regarding your grant.

Does Firehouse Subs Public Safety Foundation fund requests for "use of force"?

As per our guidelines, Firehouse Subs Public Safety Foundation does not accept grant requests for "use of force" items such as guns, tasers, riot gear, firearm simulators, or other use of force items.

Does the Foundation only work with specific equipment vendors?

No, the Firehouse Subs Public Safety Foundation does not endorse any specific equipment vendor or brand. Our goal is to provide the equipment that best fits the needs of our recipients, at the best possible price, to enable us to help more organizations. As needed, the Foundation's procurement team will evaluate pricing and reach out to other distributors of the same manufacturer and brand.

Does the Foundation fund requests for refurbished equipment?

No, our organization does not accept grant requests for refurbished or pre-owned equipment.

Does the Foundation fund requests for patent-pending equipment?

No, our organization does not accept grant requests for patent-pending products.

If the grant is approved and the vendor provides a discount on the granted equipment, can we order more items?

No. Any savings the recipient incurs must be returned as excess funds or credited back to the Foundation for future grant awards.

If approved, what is required by the recipient?

Documentation must be submitted to verify that the grant award was received. More details will be provided if approved.

We are unable to provide any additional assistance due to the volume of applications received daily. For technical questions, please email **Foundation@FirehouseSubs.com**. Please note: the Foundation does not provide sponsorship support.

What are the most common reasons a grant application is marked incomplete?

- The requested equipment does not fall within the Foundation's funding guidelines
- Quote is missing vendor sales representative first and last name & vendor email address
- Quote is missing name & physical address of the applying organization, and a contact person from the organization
- Online quotes are not permissible
- Quote does not match the dollar amount or quantity requested in the grant application
- Quote includes item(s) that are not being requested in the grant
- Attachments that are not saved as .doc, .pdf, .jpeg or .xlsx
- Financials are outdated and/or do not include both revenues and expenses
- Alternate contact information is the same contact information as the main contact information

Firehouse Subs Public Safety Foundation Scholarships Program FAQs

How can an individual apply for a Firehouse Subs Public Safety Foundation scholarship?

The scholarship program is open to community members as well as Firehouse Subs employees planning to enroll in a part-time or full-time firefighter, law enforcement or emergency medical (paramedic or EMT) program at an accredited two or four-year college, university or vocational-technical school for the upcoming academic year. Click **here** to learn more.

How can accredited schools apply for scholarship funding?

Accredited schools can apply for scholarship funding in support of firefighter, law enforcement or emergency medical (paramedic or EMT) programs by completing the online grant applications via grants.firehousesubs.com.

We are unable to provide any additional assistance due to the volume of applications received daily. For technical questions, please email Foundation@FirehouseSubs.com.

© 2025 Firehouse Subs Public Safety Foundation

Haix Airpower XR1 PRO Tri-Certified Wildland, EMS, Station Boot

HAIX

1 review Write a Review

$369.99 You save: $64.01

MSRP: ~~$434.00~~

GENDER

MALE

FOOTWEAR WIDTH

MEDIUM WIDE X-WIDE

FOOTWEAR SIZE

4.5 5 5.5 6 6.5 7 7.5 8 8.5 9 9.5 10 10.5 11 11.5 12 12.5 13 13.5 14 14.5 15 15.5 16

APPAREL COLOR

BLACK

Qty

– 1 +

ADD

SKU: W-H605128

DETAILS

The Airpower XR1 PRO is Tri NFPA certified!

Developed with first responders in mind, these wildland, EMS, and USAR boots can take you to the front line and back with the comfort you need when logging long hours on your feet. With a multi-purpose leather boot that is NFPA certified, you have the convenience of three boots in one. Wear it in the station, on EMS calls, to wildland brush fires, and on Urban Search and Rescue deployments.

Anatomically constructed and built with a lightweight composite toe, HAIX Airpower XR1 Pro boots give your feet plenty of room to move around while protecting them from toe impact and compression because there is nothing worse than a protective toe that pinches or restricts your movement. The added profiled rubber toe bumper keeps the toe area protected from cuts, scrapes, and abrasions that could damage the leather.

Maximum protection quad-certified for EMS, Technical Rescue, and Wildland firefighting

Your health is a priority. The Airpower XR1 Pro offers all-around protection for your feet, because it is puncture resistant, protects your toes, and protects you from the dangerous fluids you come in contact with on the job. It is a quad-certified EMS, technical rescue, and wildland firefigh(more...)

Read Less

Board of County Commissioners

AGENDA ITEM

Meeting: 09/09/2025
Department: Tourist Development
Prepared By: Tammy Heon
Initiator: Tammy Heon
DOC ID: 16213
Legal Request Number:
Bid/Contract Number:

TITLE
Tourist Development Council Special Events Marketing Grant Award to Promote Florida's Adventure Coast Events for FY 2025

BRIEF OVERVIEW
The Tourist Development Council (TDC) has recommended the award of $5,000 to Demetris Solutions LLC for its HarvestMoon Fun Farm featuring fall corn mazes and haunted nights events.

FINANCIAL IMPACT
The recommended grant award is $5,000. The available budget for grant funding is currently $5,325. That amount will show as available after a Budget Amendment (BA2025-159) is applied in the system. BA2025-159 is in process and the applicable budget will be available in:

Fund: 1261 - Tourist Development Tax, **Department: 02811** - Tourist Development, **Account: 5304804** - PROM ACT-Sponsorship.

LEGAL NOTE
The Board is authorized to act on this matter pursuant to Chapter 125, Florida Statutes.

RECOMMENDATION
It is recommended that the Board approve the award of the TDC's special event grant funding for Harvest Moon Fun Farm in the amount of $5,000.

REVIEW PROCESS

Tammy Heon	Approved	07/25/2025 8:46 AM
Valerie Pianta	Approved	07/25/2025 9:20 AM
Albert Bertram	Delegated	07/25/2025 4:13 PM
Amelia Gebala	Approved	07/28/2025 8:32 AM
Albert Bertram	Approved	07/29/2025 8:54 AM
Pamela Hare	Approved	08/01/2025 10:24 AM
Michael Cowan	Approved	08/04/2025 1:53 PM
Heidi Prouse	Approved	08/05/2025 11:41 AM
Toni Brady	Approved	08/07/2025 10:17 AM
Jeffrey Rogers	Approved	08/18/2025 9:04 AM
Colleen Conko	Approved	08/18/2025 9:39 AM

RESULT: **ADOPTED**
MOVER: Steve Champion
SECONDER: Ryan Amsler

AYES:	Hawkins, Campbell, Allocco, Amsler and Champion

Christina Falakos

Minas Falakos

Submission Date	Jun 23, 2025 11:03 AM
Organization Name	Demetris Solutions LLC
Organization EIN# or FEN#	262465589
Business Address	15990 Stur St Masaryktown, FL, 34604
Application completed by	Christina Falakos
Title	owner
Email	info@harvestmoonfunfarm.com
Telephone No.	(800) 373-4811
Name of Event	HarvestMoon Fun Farm
Description of Event: Please provide the details of your festival or event, including theme, planned entertainment, games, installations, vendors, beneficiary of funds raised, etc.	Fall Festival corn maze Haunt Field Trips
Date(s) of Event	Sep 27, 2025
Hours of Event	10:00 AM - 5:00 PM
Date(s) of Event	Sep 28, 2025
Hours of Event	10:00 AM - 5:00 PM

Date(s) of Event	Oct 4, 2025
Hours of Event	10:00 AM - 5:00 PM
Is this a new event or a repeat event?	Repeat
If a repeat event, upload the most recent Grant Funding Report	PO 24000501 Harvestmoon Fun Farm (2).pdf 228.17 KB
Event Marketing Contact	Minas Falakos
Email Address	cbell3680@yahoo.com
Telephone No.	(727) 815-5118
Organization or event Website	www.harvestmoonfunfarm.com
Event or Organization Social Media Sites: (Please provide complete URL for social media channels)	https://www.facebook.com/HarvestMoonFarmtasticFun
Event or Organization Social Media Sites: (Please provide complete URL for social media channels)	https://www.instagram.com/harvestmoon.fun.farm/
Event or Organization Social Media Sites: (Please provide complete URL for social media channels)	https://www.youtube.com/@harvestmoonfarm810
Event location(s)	HarvestMoon Fun Farm
Address of Event	15990 Stur St Masaryktown, FL, 34604
Telephone No.	(800) 373-4811
Projected number of event vendors	2
Projected Number of Local Attendees:	20000
Projected Number of Out-of-Town Attendees:	5000

Projected Number of Hotel Rooms:	250
Projected Number of Camping Sites:	20
Media Outlet #1	Facebook
Schedule for Publication or Media	Weekly starting September-October
Reach of Publication or Media	Hernando
Budget for Publication or Media	$5,000
Media Outlet #2	Facebook
Schedule for Publication or Media	Weekly starting September-October
Reach of Publication or Media	Hillsboro Pinellas Pasco
Budget for Publication or Media	$7,000
Media Outlet #3	Facebook
Schedule for Publication or Media	Weekly starting September-October
Reach of Publication or Media	Citrus Marion
Budget for Publication or Media	$3,000
Media Outlet #4	Billboard
Schedule for Publication or Media	September-October
Reach of Publication or Media	Hillsboro Pasco
Budget for Publication or Media	3000

Media Outlet #5	Radio
Schedule for Publication or Media	October
Reach of Publication or Media	Hillsboro Pinellas Pasco Hernando
Budget for Publication or Media	$2,000
Total Marketing and Advertising Budget:	20000
Total Grant Amount Requested:	5000
I understand that all printed and/or digital collateral and advertisements must include the Florida's Adventure Coast Visitors Bureaus' logo as one of the event sponsors, and that any and all digital platforms, must include a link to FloridasAdventureCoast.com.	CF
I understand that the Event's Marketing Coordinator must incorporate the Florida's Adventure Coast, Brooksville - Weeki Wachee name and geographic location in all press releases	CF
I understand that all printed or promotional materials with the Florida's Adventure Coast Visitors Bureau logo must be reviewed and approved by the Manager of Tourism Development in order to ensure correct and appropriate usage of the brand. All reviews require a minimum of 48 hours. Failure to have advertising pre-approved by the Tourism Bureau does not eliminate the requirement of proper usage in order to be eligible for reimbursement. Failure to use the correct logo and use it properly will result in cancellation of any grant funds awarded.	CF
I understand that all advertising and promotion submitted for reimbursement must take place in areas outside of Hernando County. Copies of all advertising must be submitted with your reimbursement request.	CF

I understand that all advertising and promotion submitted for reimbursement must take place in areas outside of Hernando County. Copies of all advertising, and the paid invoices, with proof of payment, must be submitted with your reimbursement request.	CF
I understand that all reporting requirements must be satisfied in order to receive reimbursement dollars.	CF
I understand that the Event must be accessible to the public and to disabled persons.	CF
I understand that Hernando County requires each event grant recipient to have a General Liability Insurance of $1 million each occurrence / $2 million aggregate with HC BOCC as additional insured and waiver of subrogation as to General Liability. Certificates of insurance must be provided to the Visitors Bureau no less than 15 days prior to the event.	CF
I understand that the event coordinators will provide the Florida's Adventure Coast Visitors Bureau an onsite presence during the event. Typically the Visitors Bureau will provide organizations with maps and literature for display, however for certain events aligned with key tourism initiatives, the Visitors Bureau may wish to have a booth or staff on site.	CF
The Event coordinators will also supply 10 all access tickets to the event, any required parking passes and agree to allow the Visitors Bureau staff all access to the Event to capture photos/videos. Tickets and/or passes must be delivered to the Visitors Bureau at least one week in advance of the event.	CF
I certify that I have completed this Event Grant Funding Application and attest that all information provided herein and attached hereto is true and accurate:	
Name:	Christina Falakos
Title:	Owner
Date	Jun 23, 2025

TDC Grant Funding Score Sheet

Applicant Harvest Moon Fun Farm

Applicant Event Fall Corn Maze/Haunt Field Trips

Dates of Event 10Maze: Sept 27 & 28; Oct 15-19, 22-26, 29-31; Nov 1&2 Haunt Nights: Oct 10, 11, 17, 18, 24, 25 & 31

Number of days of Event 3

(1 point for 1-day event; 2 points for 2-day event; 3 points for 3-day or longer event)

Marketing Plan 2

(Reach of the Marketing Plan; 1 point for 75 miles, 2 points for 150 miles, 3 points for over 150 miles)

Expected Attendance 4

Number or expected Attendees 1 point for less than 1,000; 2 points for 1001-5,000; 3 points for 5,001-10,000, 4 points for 10,000 or more)

Room Nights 3

(0-25 or less; 1 point for 25-50 ; 2 points for 51-100; 3 points for 100 or more rooms

Camp Sites 0

(0-25 or less; 1 point for 25-50 ; 2 points for 51-100; 3 points for 100 or more rooms

Key Initiative? 0

Does this event support one of the key niche markets or initiatives of the Visitors Bureau?

Total Marketing Budget **$20,000.00**

1/3 Allowed TDC Funding **$6,666.67**

Total Points 12

Grant Award $5,000

TJH, 7/22/2025, 11:19 AM

TDC Special Event Grant Funding Recommendations
FY 2025

Applicant	Event	Date of Event	Description	Recommended Funding
Brooksville Main Street	Veterans Music Festival	November 9, 2024	This innaugural event will honor veterans from all branches of service and will feature music, vendors, and food trucks.	$2,250
Hernando Histric Museum Associaton	Production of a new rack card for promotional purposes	N/A	The Museum would like to produce a new rack card for promotional purposes.	$500
Foggy Longbritches, LLC	Florida Winter Music Festival	November 7-9, 2024	The Florida Winter Music Festival in Brooksville Florida is a three-day celebration of Americana, folk, bluegrass, and roots music, bringing together local and national artists at the Florida Sand Music Ranch.	$200
Hernando Beach Marina	HB Cardboard Boat Race	Cancelled due to storms & damange; were granted $1500 that won't be used in FY 2025	The Annual Cardboard Boat Race supports the Child Advocacy Center, drawing contestants and spectators from around the region. Contestants create their cardboard "boat" and compete to stay afloat and win the race. The event includes vendors offering merchandise, as well as food and beverages, the races and a demolition derby of the "boats" at the end of the competion.	
GFWC Histric Brooksville Women's Club	Booksville Festival	January 25, 2025	This innaugural celebration of the literary arts in Hernando County will feature local authors, as well as classic literature. The festival will include readings, author panels and lectures, local poetry and composite novel books release, carnival games, a secret garden, a spelling bee and a book shower to benefit Free Little Libraries.	$2,500
FY 2024-2025 Grant Funding For October Approvals				**$5,450**
Ledgestone Disc Golf	Supreme Flight Open	February 28-March 2, 2025	The second annual Supreme Flight Open, will be held at Olympus, formerly Gran Canyon, now owend by Paul McBeth and Dylan Cease. Paul is the top Disco Golf player in the world, whie Dylan is a pitcher for the San Deigo Padres. This event will be the first annual professional event of the Disc Golf Season, and will include a summit for the PDGA Board of Directors, further highlighting the destination. Pro competition will take place at Olympus, while Amatuer competition (new for 2024) will play at The Quarry (Brooksville) and Floral Park (Floral City).	$25,000
DeafStock Music and Art Festial	DeafStockInc	April 24-26, 2025	Deafstock features visual art installations, live music performances with sign language interpreters, and tactile experiences that let Deaf attendees feel the music through vibrations.	$2,500
SWAMP Mountain Bike Club	CroomFest	February 6-8, 2024	Three day outdoor festival including biking and hiking, food trucks and entertainment, located at Silver Lake Campground in the Withlacoochee State Forest.	$1,500
FY 2024-2025 Grant Funding For November Approvals				**$29,000**
HC Fine Arts Council	Art in the Park	March 8-9, 2025	Art in the Park is an annual event dedicated to fine art, craftsmanship, and community that creates a unique opportunity and tradition for artists, collectors, and patrons of the arts. Thier 40th annual show will feature 100 unique arts exhibitors, art demonstrations, live music, and interactive art installations throughout the park.	$10,000
Brooksville Main Street	Pedal Fun Day Bike Festival	March 22, 2025	This first annual Bike Festival is designed to promote healthy lifestiles and outdoor recreation, specifically cycling, and the Good Neighbor Trail. In addition to rides, activities include a Bike Rodeo, Safety Skills, Bike Decorating Station, and interactive stations promoting health and wellness, along with entertainment, vendors and food trucks.	$2,025
FY 2024-2025 Grant Funding For January Approvals				**$12,025**
The Arc - Nature Coast	Spring Lake Memorical Classic	May 24, 2025	The Annual Race is a fundraiser for The Arc. The event features multiple distances, all timed, allowing for a family friendly event.	$1,200
FY 2024-2025 Grant Funding for April Approval				**$1,200**
Stage West Playhouse	The Stage West New Works Festival	August 22-24, 2025	New Theatrical Works performed at State West over three days.	$2,000
FY 2024-2025 Grant Funding for August Approval				**$2,000**
Harvest Moon Fun Farm	Fall Corn Mazes & Haunted Events	Sept 4 - Oct 31	Weekend corn mazes and haunted fright nighs	**$5,000**
FY 2024-2025 Grant Funding for September Approval				**$5,000**
Total Grant Funding FY 2024-2025 - Adjusted budget after budget amendment				**$54,675**

TJH, 7/22/2025, 11:27 AM

HERNANDO CO BOARD OF CO COMMISSIONERS
EXPENDITURE STATUS REPORT

SELECTION CRITERIA: expledgr.key_orgn='02811'
ACCOUNTING PERIOD: 9/25

SORTED BY: FUND,DEPARTMENT,1ST SUBTOTAL,ACCOUNT
TOTALED ON: FUND,DEPARTMENT,1ST SUBTOTAL
PAGE BREAKS ON: FUND,DEPARTMENT

FUND-1261 TOURIST DEVELOPMENT TAX
DEPARTMENT-02811 TOURIST DEVELOPMENT
1ST SUBTOTAL-510 * PERSONAL SERVICES

ACCOUNT	- - - - - TITLE - - - - -	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/ BUD
5101200	SALARIES & WAGES-REGULAR	274,601.00	20,311.40	.00	181,222.33	93,378.67	65.99
5101212	SALARY-MARKET ADJUSTMENT	3,445.00	.00	.00	.00	3,445.00	.00
5101400	SALARIES & WAGES-OVERTIM	1,000.00	203.32	.00	2,558.85	-1,558.85	255.89
5102100	FICA TAXES-MATCHING	21,007.00	1,503.91	.00	13,557.93	7,449.07	64.54
5102200	RETIREMENT CONTRIBUTIONS	50,233.00	3,004.07	.00	27,014.03	23,218.97	53.78
5102300	LIFE & HEALTH INSURANCE	56,881.00	5,000.28	.00	44,712.95	12,168.05	78.61
5102400	WORKERS COMP PREMIUMS	357.00	26.66	.00	238.80	118.20	66.89
	TOTAL * PERSONAL SERVICES	407,524.00	30,049.64	.00	269,304.89	138,219.11	66.08
	1ST SUBTOTAL-530 * OPERATING EXPENSES						
5303401	CONTRACTED SERVICES	121,601.00	.00	4,575.00	85,687.96	31,338.04	74.23
5303405	CONTR SRV-UNIFORMS	550.00	.00	.00	150.63	399.37	27.39
5303410	CONTR SRV-JANITORIAL/PES	691.00	.00	.00	10.00	681.00	1.45
5303428	CONTR SRV-SECURITY	694.00	.00	.00	.00	694.00	.00
5303488	CONTR SRV-MARKETING	599,430.00	.00	792.51	9,207.49	589,430.00	1.67
5304001	TRAVEL & PER DIEM	16,800.00	379.10	.00	4,114.09	12,685.91	24.49
5304004	TRAVEL & PER DIEM-CLASS	500.00	.00	.00	198.00	302.00	39.60
5304101	COMM SVC,DEVICES,ACCESSR	4,380.00	44.41	.00	1,130.08	3,249.92	25.80
5304205	POSTAGE AND FREIGHT	7,500.00	.00	.00	1,113.04	6,386.96	14.84
5304301	UTILITY SRV-ELEC/WTR/SWR	3,600.00	.00	.00	2,700.00	900.00	75.00
5304401	RENTAL/LEASE-EQUIPMENT	3,102.00	.00	1,327.81	1,683.83	90.36	97.09
5304405	RENTAL/LEASE-BUILDINGS	2,520.00	.00	.00	9.00	2,511.00	.36
5304501	INSURANCE & BONDS-PREMIU	32,000.00	.00	.00	26,775.53	5,224.47	83.67
5304601	REPAIR/MAINT-BLDG & GRD	4,000.00	.00	930.00	84.74	2,985.26	25.37
5304602	REPAIR/MAINT-VEHICLES	5,000.00	.00	.00	277.56	4,722.44	5.55
5304701	PRINTING & BINDING	25,000.00	.00	.00	5,633.59	19,366.41	22.53
5304801	PROMOTIONAL ACTIVITIES	22,500.00	.00	.00	902.80	21,597.20	4.01
5304802	PROM ACT-SPECIAL PROJECT	112,570.00	11,449.50	.00	30,676.93	81,893.07	27.25
5304804	PROM ACT-SPONSORSHIP	50,000.00	.00	10,675.00	37,000.00	2,325.00	95.35
5304805	PROMO-WEBSITE&RELATED EX	147,016.00	.00	26,400.00	42,869.00	77,747.00	47.12
5304807	PROMO-INTERNET ADV&MRKTG	98,000.00	.00	45,000.00	24,372.67	28,627.33	70.79
5304809	PROMO-RADIO/TV ADV&MRKTG	35,000.00	.00	.00	55,180.00	-20,180.00	157.66
5304811	PROMO-PRINT ADS & MRKTG	.00	.00	.00	1,500.00	-1,500.00	.00
5304813	PROMO-EMAIL ADVRTSG/MRKT	4,000.00	.00	.00	2,256.00	1,744.00	56.40
5304814	PROMO-MULTIMEDIA	22,750.00	.00	.00	36,761.29	-14,011.29	161.59
5304815	PROMO-FAM TOURS EXP	5,000.00	.00	.00	660.74	4,339.26	13.21
5304816	PROMO-URL DOMAIN RENEW	1,200.00	.00	.00	1,673.51	-473.51	139.46
5304817	PROMO-TRADESHOW	12,118.00	.00	.00	2,886.36	9,231.64	23.82
5304901	ADVERTISING-LEGAL	120.00	.00	.00	40.70	79.30	33.92
5304922	FEES/COSTS-OTHER	424.00	.00	.00	.00	424.00	.00
5304923	FEES/COSTS-FILING FEES	250.00	.00	.00	.00	250.00	.00
5304933	FEES/COSTS-CST ALLO PLN	152,303.00	.00	.00	152,303.00	.00	100.00
5304945	FEES/COSTS-CLERK	66,750.00	.00	.00	49,081.16	17,668.84	73.53
5304953	FEES/COSTS-FLT GPS TRCKN	480.00	.00	.00	420.00	60.00	87.50
5304955	FEES/COSTS-FLT CAP RECV	4,419.00	.00	.00	171.62	4,247.38	3.88
5304956	FEES/COSTS-FLT FCLTY AL	88.00	.00	.00	87.60	.40	99.55

SELECTION CRITERIA: expledgr.key_orgn='02811'
ACCOUNTING PERIOD: 9/25

SORTED BY: FUND,DEPARTMENT,1ST SUBTOTAL,ACCOUNT
TOTALED ON: FUND,DEPARTMENT,1ST SUBTOTAL
PAGE BREAKS ON: FUND,DEPARTMENT

FUND-1261 TOURIST DEVELOPMENT TAX
DEPARTMENT-02811 TOURIST DEVELOPMENT
1ST SUBTOTAL-530 * OPERATING EXPENSES

ACCOUNT	- - - - - TITLE - - - - -	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/ BUD
5304957	FEES/COSTS-FLEET/ADMIN	420.00	.00	.00	325.29	94.71	77.45
5304959	FEES/COSTS-BANK CHARGES	1,000.00	.00	.00	.00	1,000.00	.00
5304970	FEES/COSTS-T.S. CAP RECV	90.00	.00	.00	.00	90.00	.00
5305101	OFFICE SUPPLIES	2,500.00	.00	.00	143.64	2,356.36	5.75
5305201	OPERATING SUPPLIES	3,990.00	.00	.00	1,160.25	2,829.75	29.08
5305202	GAS, OIL & LUBRICANTS	2,200.00	.00	.00	174.65	2,025.35	7.94
5305221	OPER SUPP-CMPTR SOFTWARE	2,940.00	.00	.00	1,079.88	1,860.12	36.73
5305264	UNCAPITALIZED EQUIPMENT	1,000.00	.00	.00	49.49	950.51	4.95
5305265	DNU - UNCAP EQUIP $1K-5K	1,000.00	.00	.00	.00	1,000.00	.00
5305274	UNCAP EQUIP-TECH	16,800.00	.00	.00	.00	16,800.00	.00
5305401	BOOKS/PUBLICATIONS/SUBSC	6,673.00	.00	2,940.00	7,587.40	-3,854.40	157.76
5305402	DUES AND MEMBERSHIPS	18,332.00	.00	.00	11,205.00	7,127.00	61.12
5305506	EDUC-TRAINING & TUITION	15,250.00	.00	.00	6,036.00	9,214.00	39.58
	TOTAL * OPERATING EXPENSES	1,634,551.00	11,873.01	92,640.32	605,380.52	936,530.16	42.70
1ST SUBTOTAL-590 * NON-OPERATING EXPENSES							
5909910	BUDGET RES FOR CONTINGNC	3,599,306.80	.00	.00	.00	3,599,306.80	.00
	TOTAL * NON-OPERATING EXPENSE	3,599,306.80	.00	.00	.00	3,599,306.80	.00
1ST SUBTOTAL-591 *TRANSFERS TO OTHER FUNDS							
5910011	TRNSF-GENERAL FUND (0011	56,000.00	.00	.00	.00	56,000.00	.00
5951210	TRNSF-HLTH SELF INS(5121	6,720.00	.00	.00	.00	6,720.00	.00
	TOTAL *TRANSFERS TO OTHER FUN	62,720.00	.00	.00	.00	62,720.00	.00
	TOTAL TOURIST DEVELOPMENT	5,704,101.80	41,922.65	92,640.32	874,685.41	4,736,776.07	16.96
	TOTAL TOURIST DEVELOPMENT TAX	5,704,101.80	41,922.65	92,640.32	874,685.41	4,736,776.07	16.96
TOTAL REPORT		5,704,101.80	41,922.65	92,640.32	874,685.41	4,736,776.07	16.96

Board of County Commissioners

AGENDA ITEM

Meeting: 09/09/2025
Department: Utilities
Prepared By: Penny Grocholski
Initiator: Gordon Onderdonk
DOC ID: 16309
Legal Request Number:
Bid/Contract Number:

TITLE

Utility Agreement Between Hernando County Water and Sewer District and Lennar Homes, LLC, for Freedom Ridge Offsite Improvements to Coastal Way Pump Station and Oversizing of Offsite Utilities for Utilities Department

BRIEF OVERVIEW

Lennar Homes, LLC (Developer) is developing Freedom Ridge, a residential subdivision of approximately 250 lots, on parcels south of the Sam's Club on Cortez Boulevard. Attached for the board's consideration is a water and sewer oversizing agreement to allow for the construction of the infrastructure and improvements to provide water and sewer service to the development. Per the agreement, the developer will be constructing the necessary infrastructure and capacity upgrades to service the development. HCUD is also asking for the developer to oversize the water and wastewater system to service the additional needs of the County.

For sewer connection, the developer will be constructing a new 6" wastewater force main from the development across SR50 and connect to HCUD's existing pump station. Since the development only requires a 4" force main, HCUD would reimburse the developer to oversize a portion of the force main to 6" for future septic to sewer connections. For the existing pump station, the developer will be upgrading the pumps and electrical system as well as provide a standby generator for backup (at the developer's expense). While under construction, the developer agrees to perform a full maintenance rehabilitation of the pump station, replacing worn piping, valves, and recoating the wet-well as well as installing odor control. HCUD would reimburse the developer for the maintenance rehab work and odor control installation.

For the water connection, the developer agrees to install approximately 1,200 feet of 16-inch water main to service the development. Since the development only requires an 8" connection, HCUD would reimburse the developer to oversize the water main to 16" to deliver more water to the SR50/Mariner Corridor (a current master planned project).

FINANCIAL IMPACT

Funds in the amount of $455,986.28 will be available in the FY26 budget in the following accounts:

Fund: 4132 - HCUD Connection Fee-Water, **Department: 07213** - Connection Fees-Water, **Account: 5626302** - Improv-Water Line Upgrade - Amount - **$201,146.54**

Fund: 4133 - HCUD Connection Fee-Sewer, **Department: 07215** - Connection Fees-Sewer, **Account: 5626323** - Improv-WWTP/Liftstation - Amount - **$254,839.74**

LEGAL NOTE

The Board has authority to act on this matter pursuant to Chapter 125, Florida Statute.

RECOMMENDATION

It is recommended the Board approve and authorize the Chairman's signature on the attached oversizing agreement with Lennar Homes, LLC for the Freedom Ridge offsite improvements.

REVIEW PROCESS

Katrina Tejera	Escalated	08/15/2025 5:18 PM
Grace Sheppard	Delegated	08/18/2025 8:35 AM
Katrina Tejera	Approved	08/18/2025 1:07 PM
Grace Sheppard	Approved	08/18/2025 1:26 PM
Brad Smith	Approved	08/19/2025 7:36 AM
Gordon Onderdonk	Approved	08/21/2025 1:31 PM
Albert Bertram	Delegated	08/22/2025 11:56 AM
Erin Dohren	Approved	09/03/2025 9:26 AM
Albert Bertram	Approved	09/03/2025 11:12 AM
Pamela Hare	Approved	09/03/2025 2:26 PM
Michael Cowan	Approved	09/03/2025 2:33 PM
Heidi Prouse	Approved	09/03/2025 5:47 PM
Toni Brady	Approved	09/03/2025 7:39 PM
Jeffrey Rogers	Approved	09/03/2025 9:14 PM
Colleen Conko	Approved	09/04/2025 8:09 AM

RESULT: **ADOPTED**
MOVER: Steve Champion
SECONDER: Ryan Amsler
AYES: Hawkins, Campbell, Allocco, Amsler and Champion

UTILITY AGREEMENT
FREEDOM RIDGE OFFSITE IMPROVEMENTS TO COASTAL WAY PUMP STATION AND OVERSIZING OF OFFSITE UTILITIES

THIS AGREEMENT is entered into by and between **HERNANDO COUNTY WATER AND SEWER DISTRICT**, a body corporate and politic, with an address of 15470 Flight Path Drive, Brooksville, Florida 34604 (hereinafter referred to as the "**DISTRICT**"), and **LENNAR HOMES, LLC**, a Florida Limited Liability Company, with an address of 5505 Waterford District Drive, Miami, Florida 33126 (herein after referred to as the "**DEVELOPER**").

WITNESSETH:

WHEREAS, the **DEVELOPER** plans to develop a residential subdivision within Hernando County known as **FREEDOM RIDGE** which will consist of single-family homes; and

WHEREAS, the **DEVELOPER** desires to connect its residential subdivision development to the **DISTRICT**'s wastewater collection, transmission, and treatment system; and the **DISTRICT**'s potable water distribution, transmission, and treatment system; and

WHEREAS, the **DISTRICT** operates a sanitary sewer system that will be capable of providing sanitary sewer service to **FREEDOM RIDGE** when the **DEVELOPER's** improvements to the force main, and pump station are complete; and the **DISTRICT** operates a potable water system that will be capable of providing potable water service to **FREEDOM RIDGE** when the **DEVELOPER's** improvements to the potable water main are complete; and

WHEREAS, in consideration for the **DISTRICT** providing sanitary sewer service to **FREEDOM RIDGE**, the **DEVELOPER** has agreed to construct the necessary improvements to the Coastal Way Pump Station which includes; upgrading the pumps, adding an odor control unit, replacing the electrical panel, upgrading the electrical service, and providing a portable generator to the department. The six (6)-inch force main extension will replace an older four (4)-inch force main and allow potential additional commercial customers to connect to in the future. This force main will be constructed along existing easements and road right of ways as shown on Exhibit B1, hereinafter referred to as the "**SANITARY SEWER PROJECT**"; and

WHEREAS, in consideration for the **DISTRICT** providing potable water supply service to **FREEDOM RIDGE**, the **DEVELOPER** has agreed to construct a sixteen (16)-inch potable water main which has been identified as part of a future master plan project to deliver more water to the SR 50/Mariner corridor. The development only required an eight (8) inch connection and there are several other connection points that will be made with this development. This water main will be constructed along existing easements and road right of ways as shown on Exhibit A1, hereinafter referred to as the "**POTABLE WATER PROJECT**"; and

WHEREAS, it is in the best interest of the **DISTRICT** to participate in construction of the **PROJECT** and its appurtenances, including other necessary incidental costs and expenses as may be required for improving a

portion, approximately one thousand two hundred (1,200) linear feet, of the **DISTRICT's** 16-inch diameter potable water main pipe, and approximately one thousand six hundred (1,600) linear feet, of the **DISTRICT's** six (6)-inch diameter force main pipe, and

WHEREAS, the **DISTRICT** has agreed to reimburse the **DEVELOPER** as shown on Exhibit A2 under eight (8) inch pipe and Tapping sleeve and Valve, for approximately forty (40) foot section of eight (8) inch water main and the point of connection as shown on Exhibit A1 to satisfy the previously agreed to connections to the **DISTRICT** system in an easement as shown on Exhibit C. **DEVELOPER** by agreeing to this agreement confirms this satisfies the **DISRICTS** prior commitment.

WHEREAS, the **DEVELOPER** has agreed to provide to the **DISTRICT** all permits and licenses for the maintenance and operation of the system.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained and other good and valuable consideration, the parties do hereby agree as follows:

1. The **DEVELOPER** agrees to design and install the **PROJECT** and necessary facilities and appurtenances, based on the differences between the **DEVELOPER**'s designed capacity and the needs of the **DISTRICT**, as shown in the attached Exhibit A1 and Exhibit B1. The **DEVELOPER** shall provide the design and field construction layout, subject to approval by the **DISTRICT**.

2. The **DISTRICT** shall, within forty-five (45) days of satisfaction by the **DEVELOPER** of the condition's precedent in Paragraphs 5 and 6 of this **AGREEMENT**, reimburse the **DEVELOPER** for improvement cost. The reimbursement shall be Four Hundred Fifty-Five Thousand Nine Hundred Eighty-Six Dollars and Twenty-Eight Cents ($455,986.28) as shown in attached Exhibit "A2 & B2".

3. The conditions precedent to reimbursement shall be:

A. The **DEVELOPER** shall furnish to the **DISTRICT** true copies of all final payment requests from its contractors, subcontractors, suppliers, laborers and others related to the construction of the expanded facilities.

B. The **DEVELOPER** shall furnish to the **DISTRICT** a complete release of lien, or other instrument acceptable to the **DISTRICT**, evidencing that all claims arising from the construction of the project have been extinguished, which instrument has been duly executed by the suppliers, laborers, contractors and subcontractors on the project for work covered by the applications for payment and which release shall be legally sufficient to protect and secure the **DEVELOPER** and the **DISTRICT** from any claims whatsoever arising out of the aforesaid work.

4. Upon completion, inspection and successful testing of the improvements provided for herein, and following receipt of a letter of certification and record drawings ("As Builts") from the Engineer of Record for the project, and subject to necessary approvals from the **DISTRICT** and the Florida Department of Environmental Protection, the **DISTRICT** shall accept for ownership, perpetual maintenance and operation the upgraded facilities lying within dedicated easements and/or county or state rights-of-way.

5. All Facility Investment Fees, connection fees and other charges related to the provision of water and wastewater services, provided for by the **DISTRICT's** Rate Resolution in effect at the time each individual unit in the development is connected, will prevail and shall not be affected by this **AGREEMENT**. Water and sewer connection fees, once paid, are nonrefundable.

6. If physical installation of the wastewater system herein contemplated does not commence within six (6) months from the date of full execution of this Agreement by both parties, this **AGREEMENT** shall be null and void. Once commenced, construction of the system shall continue with due diligence until it is completed.

7. Any modifications to this **AGREEMENT** shall be in writing, duly executed by both parties.

8. This **AGREEMENT** shall be binding upon and shall insure to the successors and assigns of the parties hereinabove named.

9. Each exhibit attached to this **AGREEMENT** is and shall be construed to be made a part of this **AGREEMENT** by reference or other mention thereto at each point at which such reference or other mention occurs, in the same manner and with the same effect as if each exhibit were set forth in full and at length every time it is referred to or otherwise mentioned.

10. This **AGREEMENT** constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof.

11. This **AGREEMENT** shall be governed by and construed in accordance with the law of the State of Florida. The Parties consent to venue for any dispute being in a court of appropriate jurisdiction in the Fifth Judicial Circuit of the State of Florida in Hernando County or the federal Middle District of Florida, Tampa Division. As allowed by law, both Parties waive their right to a jury trial.

12. If any term or provision of this **AGREEMENT** or the application thereof to any Person or circumstance shall to any extent be invalid or unenforceable, the remainder of this **AGREEMENT**, or the application of such term or provision to Persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this **AGREEMENT** shall be valid and enforceable to the fullest extent permitted by law.

13. Failure by any Party to complain of any action, non-action or breach of any other Party shall not constitute a waiver of any aggrieved Party's rights hereunder. Waiver by any Party of any right arising from any breach of any other Party shall not constitute a waiver of any other right arising from a subsequent breach of the same obligation or for any other default, past, present or future.

14. This **AGREEMENT** may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

15. The **DEVELOPER** may not assign or sublicense this **AGREEMENT** without the prior written consent of the **DISTRICT**.

16. The Parties agree that each shall pay its own attorney's fees in relation to any dispute arising out of or related to this **AGREEMENT**.

17. The **DEVELOPER** hereby agrees to defend, indemnify, and hold harmless the **DISTRICT**, its trustees, officers, employees and agents from and against any and all claims, damages, losses, suits, judgments, costs, and expenses arising from or related to the obligations of this **AGREEMENT.** Neither **DEVELOPER**, or its, consultants, contractors, nor any of their officers, agents, volunteers or employees, shall be liable under this paragraph for damages arising out of injury or damage to persons or property directly caused or resulting from the overt actions and/or negligence of the **DISTRICT**, its officers, agents or employees. Notwithstanding the foregoing, nothing herein shall constitute or be construed as a waiver of the **DISTRICT's** limitations on liability set forth in Section 768.28, Florida Statutes, and other applicable law.

18. Notices required to be given by either party under this **AGREEMENT** shall be in writing, addressed to the other party as follows, and delivered by certified mail, return receipt requested, or by hand delivery:

A. **DISTRICT:** Hernando County Water and Sewer District
c/o Director, Hernando County Utilities Director
15365 Cortez Boulevard
Brooksville, Florida 34613-6174

With Copy to: County Administrator
Hernando County
15470 Flight Path Drive
Brooksville, Florida 34604

B. **DEVELOPER:** Manager
Lennar Homes, LLC
5505 Waterford District Drive
Miami, Florida 33126

19. This **AGREEMENT** shall become effective on the date of execution of this **AGREEMENT** by both parties.

20. This **AGREEMENT** shall NOT be recorded in Public Records of Hernando County, Florida.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this **AGREEMENT**, by and through their duly authorized representatives, on the respective dates below.

ATTEST:

HERNANDO COUNTY WATER AND SEWER DISTRICT,
a body corporate and politic

Doug Chorvat
Clerk of the Circuit Court

Brian Hawkins
Hernando County, Board Chairman

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me by means ☐ physical presence or ☐ online notarization this _____ day of _____, 2025, by Brian Hawkins, Chairman of the Hernando County Board of County Commissioners, on behalf of Hernando County Water and Sewer District. He is personally known to me or has produced _____ as identification.

(AFFIX SEAL)

NOTARY PUBLIC

FOR THE USE AND RELIANCE OF
HERNANDO COUNTY ONLY.
APPROVED AS TO FORM
AND LEGAL SUFFICIENCY.

Assistant County Attorney

LENNAR HOMES, LLC,
A Florida Limited Liability Company

B-&P

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means ☑ physical presence or ☐ online notarization this 14th day of August, 2025 by Brian Panico, as Vice President (title) of Lennar Homes, LLC. He/she is personally known to me or has produced _____ as identification.

(AFFIX SEAL)

Courtney Mai
Comm.: HH 651843
Expires: Mar. 16, 2029
Notary Public - State of Florida

Courtney Mai
NOTARY PUBLIC

EXHIBIT A1

FREEDOM RIDGE
OFF SITE 16-INCH WATER MAIN OVERSIZING

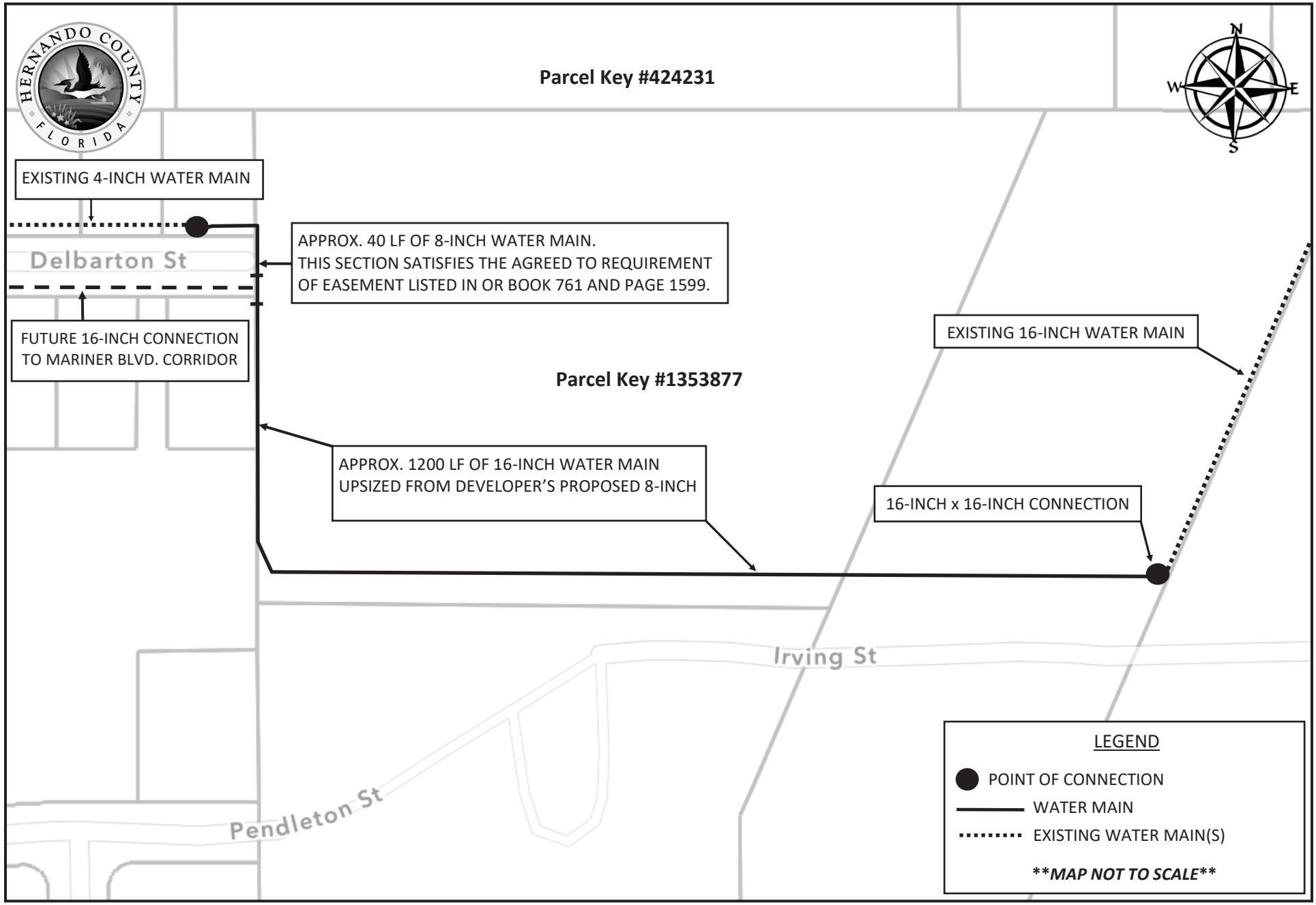


EXHIBIT A2

16" Water Main Upgrade Costs

	8-Inch	16 Inch	8-inch PVC Unit Price	16 Inch PVC Unit Price	8 -inch Total Price	16 -inch Total Price
Tapping Sleeve & Valve		1		$ 33,295.51		$ 33,295.51
PVC DR 18	940 LF	40	$ 50.88	$ 92.82	$ 47,827.20	$ 2,035.20
PVC DR 18		900		$ 105.00		$ 94,500.00
Fusible PVC or Certa-loc Direction Drill	300 LF	300	$ 202.45	$ 416.21	$ 60,735.00	$ 124,863.00
Bend 22 deg	1	1	$ 613.13	$ 2,760.70	$ 613.13	$ 2,760.70
Bend 45 deg	6	4	$ 572.73	$ 3,081.70	$ 3,436.38	$ 12,326.80
Tee	2	1	$ 867.84	$ 867.84	$ 1,735.68	$ 867.84
8 inch Gate Valve & Box	4	3	$ 3,224.67	$ 3,224.67	$ 12,898.68	$ 9,674.01
Plug	1	1	$ 1,556.95	$ 1,797.70	$ 1,556.95	$ 1,797.70
Restraint	1	1	$ 2,840.95	$ 27,330.90	$ 2,840.95	$ 27,330.90
8 - Inch PVC	40			$ 50.88		$ 2,035.20
8 -Inch Bend	2			$ 572.73		$ 1,145.46
16 Inch Bend 22 deg						
16x8 Reducer		1		$ 1,991.85		$ 1,991.85
16 inch Gate Valve & Box		1		$ 13,158.64		$ 13,158.64
16 Inch Tee		1		$ 5,007.70		$ 5,007.70
Restoration	1	1	$ 2,250.00	$ 2,250.00	$ 2,250.00	$ 2,250.00
				Totals	$ 133,893.97	$ 335,040.51
				Difference	**$ 201,146.54**	**District Responsibility**

EXHIBIT B1

FREEDOM RIDGE
6-INCH FORCE MAIN OVERSIZING & PUMP STATION IMPROVEMENTS

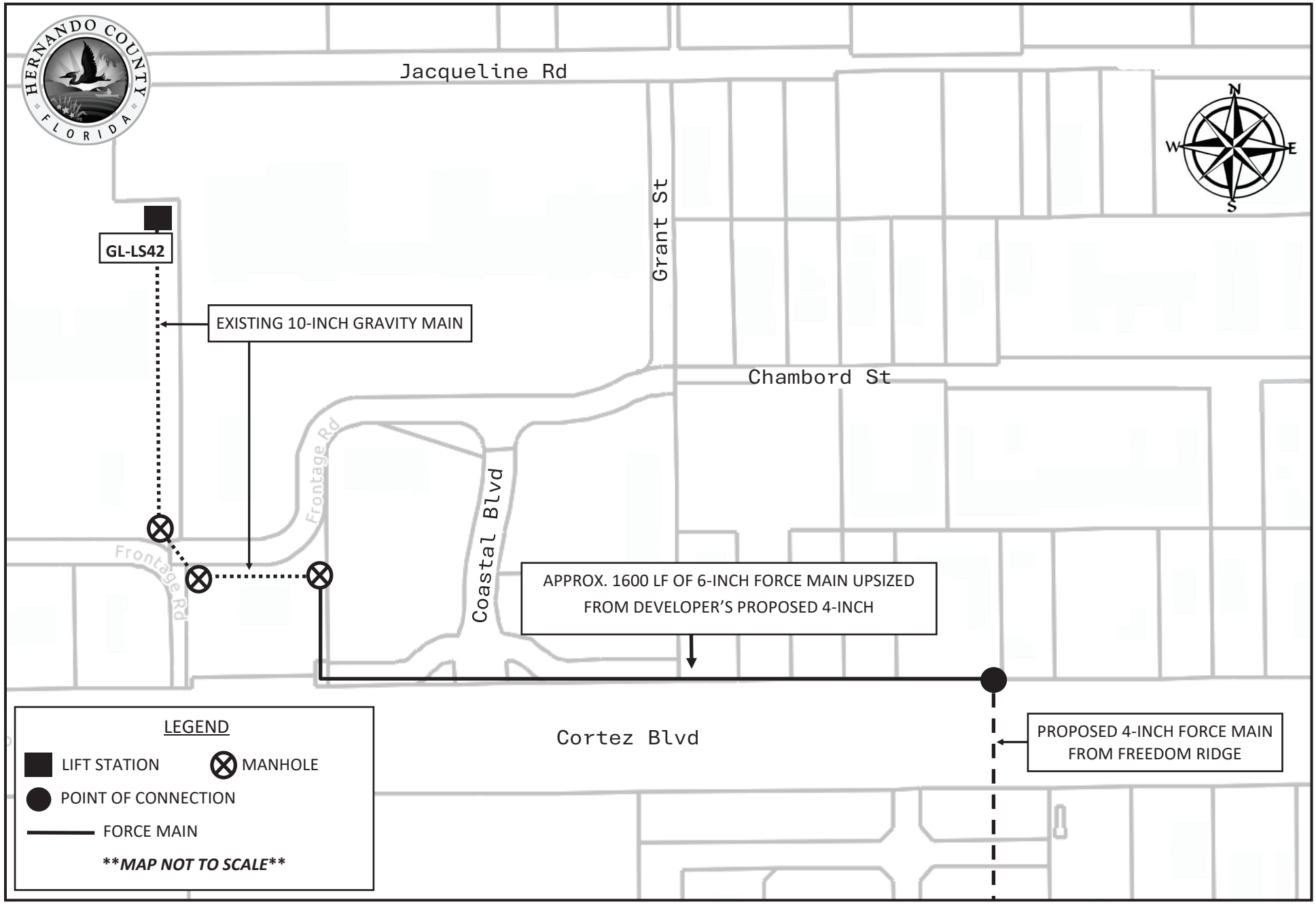


EXHIBIT B2

6" Freedom Ridge Offsite Forcemain upsizing

	Unit	4 -inch Unit Price	6-Inch Unit Price	4 -inch Total Price	6 -inch Total Price
Fusible PVC or Certa-loc Direction Drill	1570 LF	$ 48.95	$ 70.05	$ 76,851.50	$ 109,978.50
MJ Bend 11.25 Degree	5	$ 971.69	$ 1,166.03	$ 4,858.45	$ 5,830.14
MJ Bend 22.5 Degree	2	$ 977.68	$ 1,173.22	$ 1,955.36	$ 2,346.43
MJ Bend 45 Degree	4	$ 983.00	$ 1,179.60	$ 3,932.00	$ 4,718.40
Tee	1	$ 2,300.00	$ 2,750.00	$ 2,300.00	$ 2,750.00
Plug	1	$ 2,500.00	$ 2,920.00	$ 2,500.00	$ 2,920.00
MJ Bend Gate Valve & Box	2	$ 2,471.84	$ 2,966.21	$ 4,943.68	$ 5,932.42
Air Release Valve				$ -	$ -
			Totals	$ 97,340.99	$ 134,475.89
			Difference	**$ 37,134.90**	**District Responsibility**

Lift Station GL-LS42 Upgrade Costs

Survey	(See MRIC Spatial Proposal)		**$ 1,250.00**	**District Responsibility**
Lift Station Upgrades (Materials)*	(See Marolf Bid)		**$ 185,054.84**	**District Responsibility**
Lift Station Upgrades (Labor) 50%	(See Marolf Bid)		**$ 31,400.00**	**District Responsibility**

(1) * To be provided by District: Pump bases, HCUD base plates, 6" C900 pipe, mega flgs, HIBOCS-100 odor control system, odor control piping, RPZ , safety grate, SS disconnects, meter, PVC-80 conduits, wet well liner, survey.

(2) To be provided by Developer: Pumps (25hp), pump cables, floats, electrical control panel, concrete pad for odor control, upgrading power service.

15.00

EXHIBIT C

WATER TRANSMISSION LINE EASEMENT

This Water Transmission Line Easement made this 19th day of DECEMBER, 1989, by and between C. TAYLOR CONSTRUCTION, INC., a Florida corporation ("Grantor"), and HERNANDO COUNTY WATER AND SEWER DISTRICT ("Grantee").

WITNESSETH, that for and in consideration of the mutual benefits, covenants and conditions contained herein, Grantor grants and conveys to Grantee a non-exclusive Water Transmission Line Easement to install, operate, maintain and repair a water transmission line and related appurtenances, subject to the terms and conditions as provided herein, said easement located on the following-described premises of Grantor in Hernando County, Florida, to-wit:

SEE ATTACHED EXHIBIT FOR LEGAL DESCRIPTION

By accepting this grant of easement, Grantee agrees that the easement is conditioned upon and subject to Grantee's compliance with the following covenants and conditions precedent:

1. Grantee shall not install any electronic water measuring device or other electronic controls which will interfere with the two-way radio system on Grantor's parcel, television reception or other radio transmission devices installed on Grantor's parcel.

2. Grantee shall provide two 8" gate valves at its sole cost and expense to be located on the water transmission line, to provide Grantor access to the water transmission line, the location of said gate valves to be determined at the sole discretion of Grantor.

3. Grantee shall, at its sole expense, construct and/or erect a six-foot (6') high opaque fence on the east side of that portion of the easement located 414.96 feet along the East line of Section 33, prior to completing construction of the water transmission line, and Grantee shall maintain, repair and replace the fence during the term of this easement, at its sole expense.

4. If Grantee abandons the use of the easement for the specific purposes set out herein for a period of 60 continuous days, the easement shall terminate without further action on the part of Grantor, and be of no further force and effect.

5. In constructing and locating the water transmission line, Grantee shall:

A. Locate it under existing roadways in a steel sleeve utilizing the "jack and bore" method without disturbing the roadway in any fashion.

B. Resod or seed and mulch any areas disturbed during construction and the location of the water transmission line including resodding areas of existing grass and seeding and mulching all other areas, including all areas disturbed during the construction and location process whether or not located within the easement boundaries; provided that Grantee shall not resod or seek and mulch any areas until Grantor has been given 10 days to confirm that the disturbed areas have been restored to original grade.

C. Restore all fences, trees, sod, grass, shrubs, roadways, and any other areas, structures or improvements disturbed, removed, or otherwise impacted upon during the construction and location of the water transmission line at the sole cost of Grantee.

6. Grantee shall, at its sole cost and expense, construct, install, maintain and repair the water main located within the easement, and Grantee shall have the reasonable right of access over the easement to complete its obligations hereunder; provided, however, Grantee shall not have access to any paved roadways existing or constructed after the granting of this Easement on Grantor's parcel, after construction and installation of the water transmission line is complete. All activities of Grantee, after completion of the construction and installation, shall occur solely within the easement area granted by this Easement.

7. Grantee agrees to indemnify and hold Grantor harmless from any and all damages, injuries, or claims of any type whether to persons or property, including attorney's fees and costs incurred in defending any claims by Grantor, resulting from the construction, installation, maintenance or repair of the water transmission line by Grantee as described herein.

8. Should Grantee fail to abide by or comply with any condition, covenant or agreement provided herein, the easement, and the benefit granted hereunder, shall immediately terminate and be of no further force and effect.

Grantor reserves the right to use the easement and to grant similar easements affecting the easement for any purpose not inconsistent with the rights granted to Grantee herein. The benefit of the provisions herein contained inures to the benefit of Grantee only, and to no other parties without the express written consent of Grantor.

IN WITNESS WHEREOF, this Grant of Easement has been executed as of the date stated above.

Witnesses:

C. TAYLOR CONSTRUCTION, INC.

Robert C. Wiggins

By Charles Taylor, President

STATE OF FLORIDA
COUNTY OF HERNANDO

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Charles Taylor, as President of C. TAYLOR CONSTRUCTION, INC., to me known to be the person described in and who executed the foregoing instrument as Grantor and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 19th day of December 1989.

Notary Public

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. OCT 16,1991
BONDED THRU GENERAL INS. UND.

LEGAL DESCRIPTION

A 15 foot wide Waterline Easement located in Section 33, Township 22 South, Range 18 East, Hernando County, Florida, being more particularly described as follows:

Commence at the Southeast Corner of Section 33, Township 22 South, Range 18 East; thence run North 89°36'41" West along the South Line of said Section 33 a distance of 640.18 feet to the Point of Beginning of the centerline of a 15 foot wide waterline easement, said point being a 7.5 foot offset of the easterly right of way of the 295' wide Florida Power Corporation Power Line Easement; thence run North 23°44'22" East on a line parallel to said Florida Power Corporation Easement a distance of 1030.20 feet to a point of terminus; said point of terminus also being a point on the South line of Lot 2, Evans Hi-Park Subdivision as recorded in Plat Book 6, Page 25, Public Records of Hernando County, Florida; said Waterline Easement to include 7.5 feet either side of the above described centerline.

TOGETHER WITH:

A 15 foot wide Waterline Easement located in Section 33, Township 22 South, Range 18 East, Hernando County, Florida, being more particularly described as follows:

Commence at the Northeast Corner of Section 33, Township 22 South, Range 18 East; thence run South 00°10'27" West along the East line of said Section 33 a distance of 21.23 feet to a point on the Southerly Right of Way of State Road 50; thence run South 88°57'20" West along the Southerly Right of Way of State Road 50 a distance of 148.79 feet; thence run South 00°12'50" West, a distance of 1393.72 feet; thence run North 89°49'33" East a distance of 306.23 feet; thence run South 00°08'10" East a distance of 989.77 feet; thence run South 89°42'20" West a distance of 164.99 feet; thence run South 00°10'52" East on a line parallel to the East line of said Section 33 a distance of 7.5 feet to the Point of Beginning of the centerline of a 15 foot wide Waterline Easement; thence continue running South 00°10'52" East on a line parallel to East line of said Section 33 a distance of 414.96 feet; thence run North 89°41'03" West a distance of 148.45 feet to a point of terminus; said point of terminus also being a point on the property boundary line between Lots 1 and 2, Evans Hi-Park Subdivision as recorded in Plat Book 6, Page 25, Public Records of Hernando County, Florida; said Waterline Easement to include 7.5 feet either side of the above described centerline.

042392

FILED FOR RECORD
KAREN NICOLAI, CLERK
HERNANDO COUNTY, FL
89 DEC 20 PM 1:29

O.R. 761 PG 1601

Budget Support for LS 16309

Active FY26 - Recommended Budget & WFP / Proposals / 4132 HCUD Connection Fee-Water / Adjustments

4132 HCUD Connection Fee-Water APPROVED

Worksheet | All expenses | All periods | Search | Show Proposal Summary

ACCOUNT DETAILS							2026 BUDGET ADJUSTMENTS		
Account Name	Account Code	Worksheet			FY25 Budget Current - Yearly	Base	Adjustment Input	Proposed
Total			614	$4	$6,081,697	$3,119,150	Set Default	$5,941,974
FEES/COSTS-BANK CHARGES	4132-07213-000000-5304959	4132 HCUD Connec...	7	20	20	20	0 $	20
UNCAP IMPROV METERS	4132-07213-000000-5305280	4132 HCUD Connec...	0	0	0	0	0 $	0
DEPRECIATION EXPENSE	4132-07213-000000-5305901	4132 HCUD Connec...	0	0	0	0	0 $	0
IMPROV-WTR PLNT/WELL/STOR	4132-07213-000000-5626303	4132 HCUD Connec...	590	51(	339,723	0	1,500,000 x	1,500,000
CIP-LOCKHART WELLFLD/WTP	4132-07213-000000-5666529	4132 HCUD Connec...	000	20	0	0	0 $	0
CIP-C LINE/AYERS-FDOT	4132-07213-000000-5666542	4132 HCUD Connec...	017	0	0	0	0 $	0
BUDGET RES-CAPITAL PROJCT	4132-07213-000000-5909917	4132 HCUD Connec...	0	3,5	5,741,954	3,119,130	4,441,954 x	4,441,954
TRNSF-AVIATION AUTH(4311)	4132-07213-000000-5943110	4132 HCUD Connec...	0	0	0	0	0 $	0

Active FY26 - Recommended Budget & WFP / Proposals / 4133 HCUD Connection Fee-Sewer / Adjustments

4133 HCUD Connection Fee-Sewer APPROVED

Worksheet | All expenses | All periods | Search | Show Proposal Summary

ACCOUNT DETAILS						2026 BUDGET ADJUSTMENTS		
Account Name	Account Code	Worksheet			FY25 Budget Current - Yearly	Base	Adjustment Input	Proposed
Total			287	$1	$16,253,674	$10,895,284	Set Default	$18,220,652
FEES/COSTS-BANK CHARGES	4133-07215-000000-5304959	4133 HCUD Connec...	9	49	50	50	0 $	50
DEPRECIATION EXPENSE	4133-07215-000000-5305901	4133 HCUD Connec...	0	0	0	0	0 $	0
IMPROV-SEWER LINE UPGRADE	4133-07215-000000-5626322	4133 HCUD Connec...	573	112	301,836	0	2,600,000 x	2,600,000
IMPROV-WWTP/LIFTSTATION	4133-07215-000000-5626323	4133 HCUD Connec...	458	3,3	9,017,330	975,000	5,918,000 x	5,918,000
CIP-ARPT SUBRG WWTP I,II	4133-07215-000000-5626574	4133 HCUD Connec...	080	62	16,742	0	0 $	0
BUDGET RES-CAPITAL PROJCT	4133-07215-000000-5909917	4133 HCUD Connec...	0	6,2	4,870,443	8,499,524	9,570,443 x	9,570,443
TRNSF-AVIATION AUTH(4311)	4133-07215-000000-5943110	4133 HCUD Connec...	0	0	0	0	0 $	0
TRNSF-GRANT MATCH	4133-07215-000000-5999078	4133 HCUD Connec...	0	0	0	0	0 $	0
IMPROV-SEWER LINE UPGRADE	4133-33002-000000-5626322	4133 HCUD Connec...	0	0	0	0	0 $	0
IMPROV-SEWER LINE UPGRADE	4133-33003-000000-5626322	4133 HCUD Connec...	0	3,4	0	0	0 $	0
FEES/COST-SWR CONN INCENT PROGRA	4133-33506-000000-5304927	4133 HCUD Connec...	0	25	250,000	250,000	0 x	0
IMPROV-SEWER LINE UPGRADE	4133-33594-000000-5626322	4133 HCUD Connec...	167	1,3	1,797,273	1,170,710	132,159 x	132,159

UTILITY AGREEMENT
FREEDOM RIDGE OFFSITE IMPROVEMENTS TO COASTAL WAY PUMP STATION AND OVERSIZING OF OFFSITE UTILITIES

THIS AGREEMENT is entered into by and between **HERNANDO COUNTY WATER AND SEWER DISTRICT**, a body corporate and politic, with an address of 15470 Flight Path Drive, Brooksville, Florida 34604 (hereinafter referred to as the "**DISTRICT**"), and **LENNAR HOMES, LLC**, a Florida Limited Liability Company, with an address of 5505 Waterford District Drive, Miami, Florida 33126 (herein after referred to as the "**DEVELOPER**").

WITNESSETH:

WHEREAS, the **DEVELOPER** plans to develop a residential subdivision within Hernando County known as **FREEDOM RIDGE** which will consist of single-family homes; and

WHEREAS, the **DEVELOPER** desires to connect its residential subdivision development to the **DISTRICT**'s wastewater collection, transmission, and treatment system; and the **DISTRICT**'s potable water distribution, transmission, and treatment system; and

WHEREAS, the **DISTRICT** operates a sanitary sewer system that will be capable of providing sanitary sewer service to **FREEDOM RIDGE** when the **DEVELOPER's** improvements to the force main, and pump station are complete; and the **DISTRICT** operates a potable water system that will be capable of providing potable water service to **FREEDOM RIDGE** when the **DEVELOPER's** improvements to the potable water main are complete; and

WHEREAS, in consideration for the **DISTRICT** providing sanitary sewer service to **FREEDOM RIDGE**, the **DEVELOPER** has agreed to construct the necessary improvements to the Coastal Way Pump Station which includes; upgrading the pumps, adding an odor control unit, replacing the electrical panel, upgrading the electrical service, and providing a portable generator to the department. The six (6)-inch force main extension will replace an older four (4)-inch force main and allow potential additional commercial customers to connect to in the future. This force main will be constructed along existing easements and road right of ways as shown on Exhibit B1, hereinafter referred to as the "**SANITARY SEWER PROJECT**"; and

WHEREAS, in consideration for the **DISTRICT** providing potable water supply service to **FREEDOM RIDGE**, the **DEVELOPER** has agreed to construct a sixteen (16)-inch potable water main which has been identified as part of a future master plan project to deliver more water to the SR 50/Mariner corridor. The development only required an eight (8) inch connection and there are several other connection points that will be made with this development. This water main will be constructed along existing easements and road right of ways as shown on Exhibit A1, hereinafter referred to as the "**POTABLE WATER PROJECT**"; and

WHEREAS, it is in the best interest of the **DISTRICT** to participate in construction of the **PROJECT** and its appurtenances, including other necessary incidental costs and expenses as may be required for improving a

portion, approximately one thousand two hundred (1,200) linear feet, of the **DISTRICT's** 16-inch diameter potable water main pipe, and approximately one thousand six hundred (1,600) linear feet, of the **DISTRICT's** six (6)-inch diameter force main pipe, and

WHEREAS, the **DISTRICT** has agreed to reimburse the **DEVELOPER** as shown on Exhibit A2 under eight (8) inch pipe and Tapping sleeve and Valve, for approximately forty (40) foot section of eight (8) inch water main and the point of connection as shown on Exhibit A1 to satisfy the previously agreed to connections to the **DISTRICT** system in an easement as shown on Exhibit C. **DEVELOPER** by agreeing to this agreement confirms this satisfies the **DISRICTS** prior commitment.

WHEREAS, the **DEVELOPER** has agreed to provide to the **DISTRICT** all permits and licenses for the maintenance and operation of the system.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained and other good and valuable consideration, the parties do hereby agree as follows:

1. The **DEVELOPER** agrees to design and install the **PROJECT** and necessary facilities and appurtenances, based on the differences between the **DEVELOPER**'s designed capacity and the needs of the **DISTRICT**, as shown in the attached Exhibit A1 and Exhibit B1. The **DEVELOPER** shall provide the design and field construction layout, subject to approval by the **DISTRICT**.

2. The **DISTRICT** shall, within forty-five (45) days of satisfaction by the **DEVELOPER** of the condition's precedent in Paragraphs 5 and 6 of this **AGREEMENT**, reimburse the **DEVELOPER** for improvement cost. The reimbursement shall be Four Hundred Fifty-Five Thousand Nine Hundred Eighty-Six Dollars and Twenty-Eight Cents ($455,986.28) as shown in attached Exhibit "A2 & B2".

3. The conditions precedent to reimbursement shall be:

A. The **DEVELOPER** shall furnish to the **DISTRICT** true copies of all final payment requests from its contractors, subcontractors, suppliers, laborers and others related to the construction of the expanded facilities.

B. The **DEVELOPER** shall furnish to the **DISTRICT** a complete release of lien, or other instrument acceptable to the **DISTRICT**, evidencing that all claims arising from the construction of the project have been extinguished, which instrument has been duly executed by the suppliers, laborers, contractors and subcontractors on the project for work covered by the applications for payment and which release shall be legally sufficient to protect and secure the **DEVELOPER** and the **DISTRICT** from any claims whatsoever arising out of the aforesaid work.

4. Upon completion, inspection and successful testing of the improvements provided for herein, and following receipt of a letter of certification and record drawings ("As Builts") from the Engineer of Record for the project, and subject to necessary approvals from the **DISTRICT** and the Florida Department of Environmental Protection, the **DISTRICT** shall accept for ownership, perpetual maintenance and operation the upgraded facilities lying within dedicated easements and/or county or state rights-of-way.

5. All Facility Investment Fees, connection fees and other charges related to the provision of water and wastewater services, provided for by the **DISTRICT's** Rate Resolution in effect at the time each individual unit in the development is connected, will prevail and shall not be affected by this **AGREEMENT**. Water and sewer connection fees, once paid, are nonrefundable.

6. If physical installation of the wastewater system herein contemplated does not commence within six (6) months from the date of full execution of this Agreement by both parties, this **AGREEMENT** shall be null and void. Once commenced, construction of the system shall continue with due diligence until it is completed.

7. Any modifications to this **AGREEMENT** shall be in writing, duly executed by both parties.

8. This **AGREEMENT** shall be binding upon and shall insure to the successors and assigns of the parties hereinabove named.

9. Each exhibit attached to this **AGREEMENT** is and shall be construed to be made a part of this **AGREEMENT** by reference or other mention thereto at each point at which such reference or other mention occurs, in the same manner and with the same effect as if each exhibit were set forth in full and at length every time it is referred to or otherwise mentioned.

10. This **AGREEMENT** constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof.

11. This **AGREEMENT** shall be governed by and construed in accordance with the law of the State of Florida. The Parties consent to venue for any dispute being in a court of appropriate jurisdiction in the Fifth Judicial Circuit of the State of Florida in Hernando County or the federal Middle District of Florida, Tampa Division. As allowed by law, both Parties waive their right to a jury trial.

12. If any term or provision of this **AGREEMENT** or the application thereof to any Person or circumstance shall to any extent be invalid or unenforceable, the remainder of this **AGREEMENT**, or the application of such term or provision to Persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this **AGREEMENT** shall be valid and enforceable to the fullest extent permitted by law.

13. Failure by any Party to complain of any action, non-action or breach of any other Party shall not constitute a waiver of any aggrieved Party's rights hereunder. Waiver by any Party of any right arising from any breach of any other Party shall not constitute a waiver of any other right arising from a subsequent breach of the same obligation or for any other default, past, present or future.

14. This **AGREEMENT** may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

15. The **DEVELOPER** may not assign or sublicense this **AGREEMENT** without the prior written consent of the **DISTRICT**.

16. The Parties agree that each shall pay its own attorney's fees in relation to any dispute arising out of or related to this **AGREEMENT**.

17. The **DEVELOPER** hereby agrees to defend, indemnify, and hold harmless the **DISTRICT**, its trustees, officers, employees and agents from and against any and all claims, damages, losses, suits, judgments, costs, and expenses arising from or related to the obligations of this **AGREEMENT.** Neither **DEVELOPER**, or its, consultants, contractors, nor any of their officers, agents, volunteers or employees, shall be liable under this paragraph for damages arising out of injury or damage to persons or property directly caused or resulting from the overt actions and/or negligence of the **DISTRICT**, its officers, agents or employees. Notwithstanding the foregoing, nothing herein shall constitute or be construed as a waiver of the **DISTRICT's** limitations on liability set forth in Section 768.28, Florida Statutes, and other applicable law.

18. Notices required to be given by either party under this **AGREEMENT** shall be in writing, addressed to the other party as follows, and delivered by certified mail, return receipt requested, or by hand delivery:

A. **DISTRICT:** Hernando County Water and Sewer District
c/o Director, Hernando County Utilities Director
15365 Cortez Boulevard
Brooksville, Florida 34613-6174

With Copy to: County Administrator
Hernando County
15470 Flight Path Drive
Brooksville, Florida 34604

B. **DEVELOPER:** Manager
Lennar Homes, LLC
5505 Waterford District Drive
Miami, Florida 33126

19. This **AGREEMENT** shall become effective on the date of execution of this **AGREEMENT** by both parties.

20. This **AGREEMENT** shall NOT be recorded in Public Records of Hernando County, Florida.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this **AGREEMENT**, by and through their duly authorized representatives, on the respective dates below.

ATTEST:

HERNANDO COUNTY WATER AND SEWER DISTRICT,
a body corporate and politic

for Heidi Prouse, Deputy Clerk
Doug Chorvat
Clerk of the Circuit Court

SEAL
BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

Brian Hawkins
Hernando County, Board Chairman

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me by means ☒ physical presence or ☐ online notarization this 9th day of September, 2025, by Brian Hawkins, Chairman of the Hernando County Board of County Commissioners, on behalf of Hernando County Water and Sewer District. He is personally known to me or has produced _____ as identification.

(AFFIX SEAL)

NOTARY PUBLIC

COLLEEN CONKO
Notary Public - State of Florida
Commission # HH 281269
My Comm. Expires Jun 27, 2026
Bonded through National Notary Assn.

FOR THE USE AND RELIANCE OF
HERNANDO COUNTY ONLY.
APPROVED AS TO FORM
AND LEGAL SUFFICIENCY.

Assistant County Attorney

LENNAR HOMES, LLC,
A Florida Limited Liability Company

B-fP

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means ☑ physical presence or ☐ online notarization this 14th day of August, 2025 by Brian Panico, as Vice President (title) of Lennar Homes, LLC. He/she is personally known to me or has produced _____ as identification.

(AFFIX SEAL)

Courtney Mai
Comm.: HH 651843
Expires: Mar. 16, 2029
Notary Public - State of Florida

Courtney Mai
NOTARY PUBLIC

EXHIBIT A1

FREEDOM RIDGE
OFF SITE 16-INCH WATER MAIN OVERSIZING

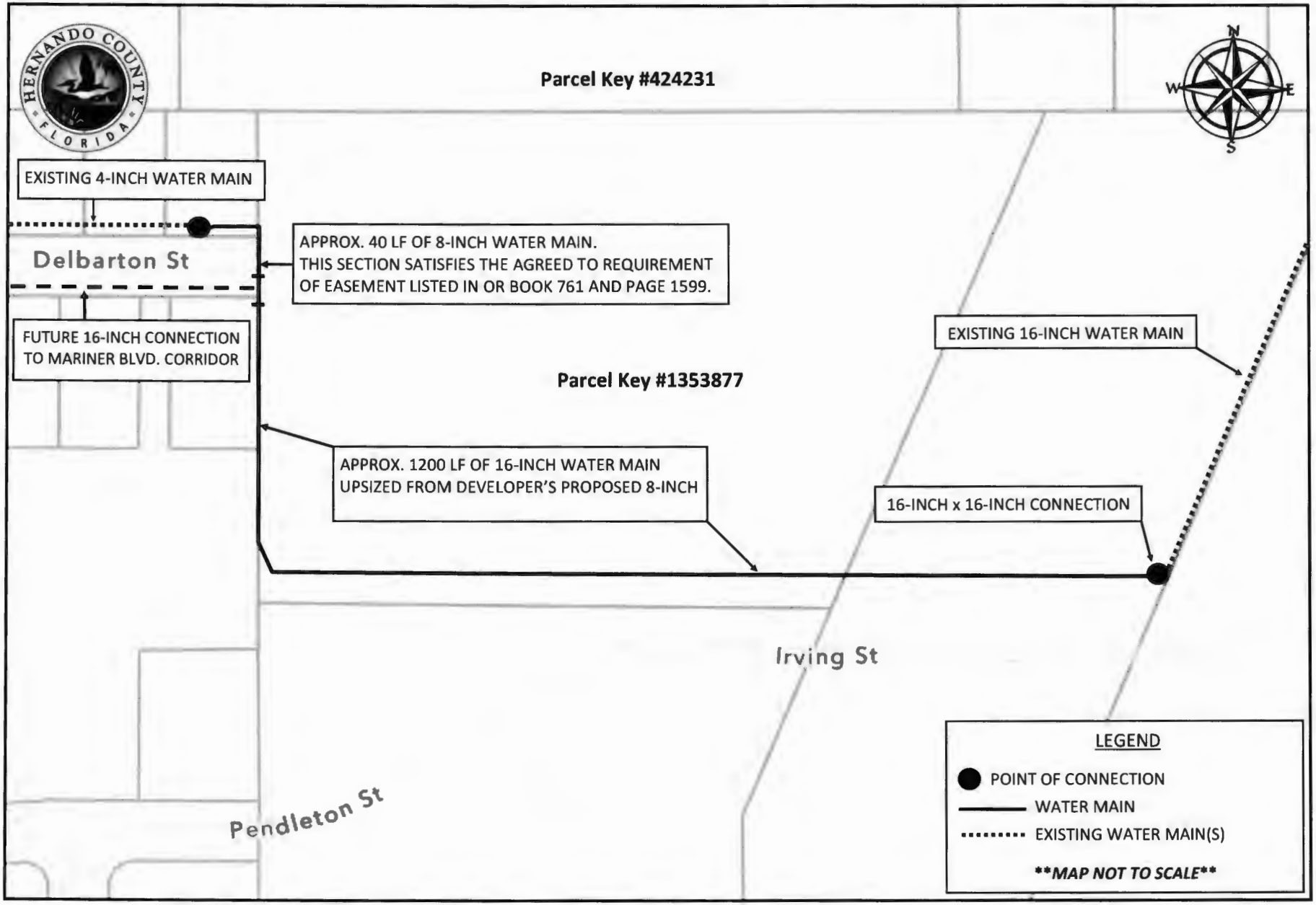


EXHIBIT A2

16" Water Main Upgrade Costs

	8-Inch	16 Inch	8-inch PVC Unit Price	16 Inch PVC Unit Price	8 -inch Total Price	16 -inch Total Price
Tapping Sleeve & Valve		1		$ 33,295.51		$ 33,295.51
PVC DR 18	940 LF	40	$ 50.88	$ 92.82	$ 47,827.20	$ 2,035.20
PVC DR 18		900		$ 105.00		$ 94,500.00
Fusible PVC or Certa-loc Direction Drill	300 LF	300	$ 202.45	$ 416.21	$ 60,735.00	$ 124,863.00
Bend 22 deg	1	1	$ 613.13	$ 2,760.70	$ 613.13	$ 2,760.70
Bend 45 deg	6	4	$ 572.73	$ 3,081.70	$ 3,436.38	$ 12,326.80
Tee	2	1	$ 867.84	$ 867.84	$ 1,735.68	$ 867.84
8 inch Gate Valve & Box	4	3	$ 3,224.67	$ 3,224.67	$ 12,898.68	$ 9,674.01
Plug	1	1	$ 1,556.95	$ 1,797.70	$ 1,556.95	$ 1,797.70
Restraint	1	1	$ 2,840.95	$ 27,330.90	$ 2,840.95	$ 27,330.90
8 - Inch PVC	40			$ 50.88		$ 2,035.20
8 -Inch Bend	2			$ 572.73		$ 1,145.46
16 Inch Bend 22 deg						
16x8 Reducer		1		$ 1,991.85		$ 1,991.85
16 inch Gate Valve & Box		1		$ 13,158.64		$ 13,158.64
16 Inch Tee		1		$ 5,007.70		$ 5,007.70
Restoration	1	1	$ 2,250.00	$ 2,250.00	$ 2,250.00	$ 2,250.00
				Totals	$ 133,893.97	$ 335,040.51
				Difference	**$ 201,146.54**	**District Responsibility**

EXHIBIT B1

FREEDOM RIDGE
6-INCH FORCE MAIN OVERSIZING & PUMP STATION IMPROVEMENTS

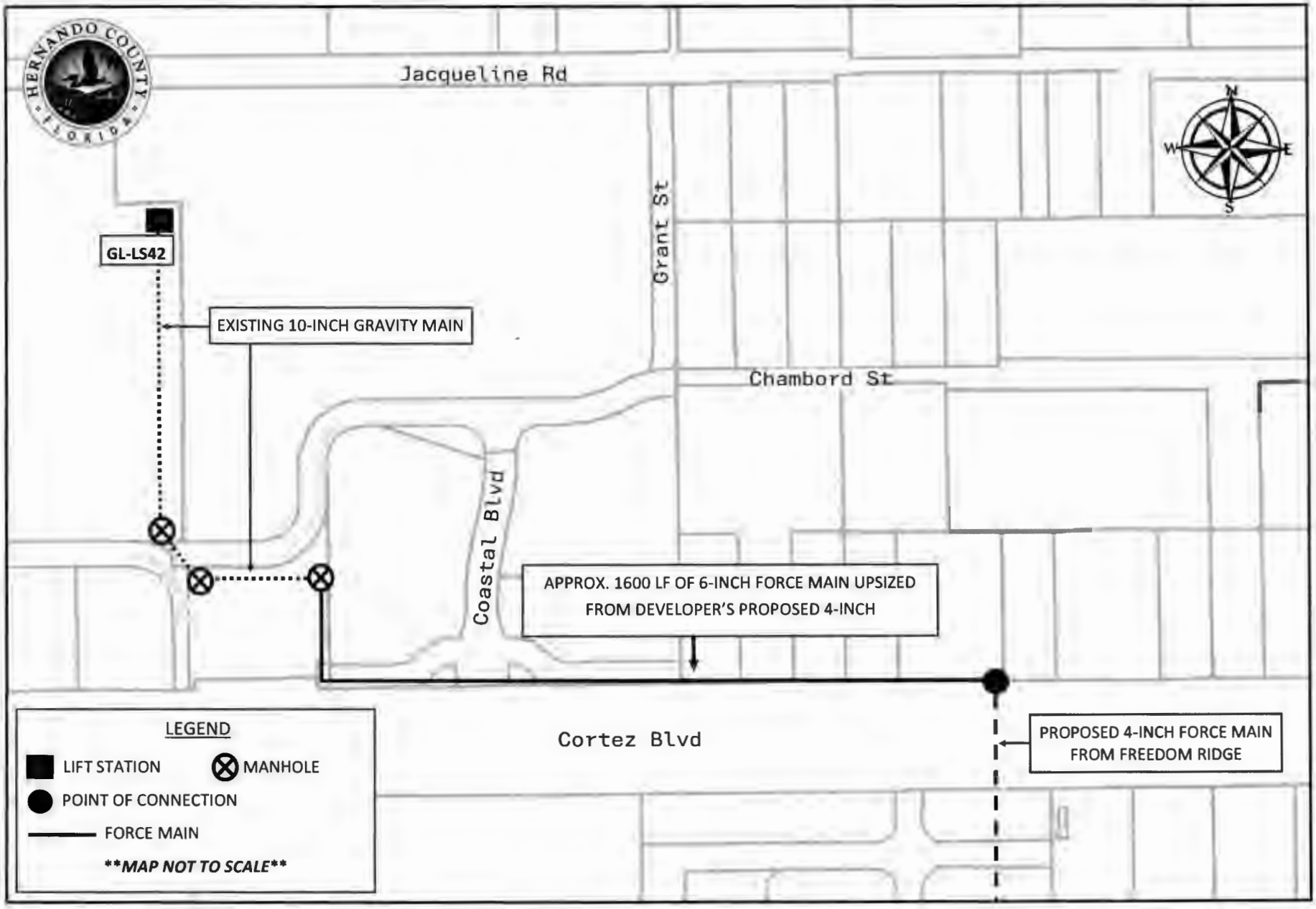


EXHIBIT B2

6" Freedom Ridge Offsite Forcemain upsizing

	Unit	4 -inch Unit Price	6-Inch Unit Price	4 -inch Total Price	6 -inch Total Price
Fusible PVC or Certa-loc Direction Drill	1570 LF	$ 48.95	$ 70.05	$ 76,851.50	$ 109,978.50
MJ Bend 11.25 Degree	5	$ 971.69	$ 1,166.03	$ 4,858.45	$ 5,830.14
MJ Bend 22.5 Degree	2	$ 977.68	$ 1,173.22	$ 1,955.36	$ 2,346.43
MJ Bend 45 Degree	4	$ 983.00	$ 1,179.60	$ 3,932.00	$ 4,718.40
Tee	1	$ 2,300.00	$ 2,750.00	$ 2,300.00	$ 2,750.00
Plug	1	$ 2,500.00	$ 2,920.00	$ 2,500.00	$ 2,920.00
MJ Bend Gate Valve & Box	2	$ 2,471.84	$ 2,966.21	$ 4,943.68	$ 5,932.42
Air Release Valve				$ -	$ -
			Totals	$ 97,340.99	$ 134,475.89
			Difference	**$ 37,134.90**	**District Responsibility**

Lift Station GL-LS42 Upgrade Costs

Survey	(See MRIC Spatial Proposal)		**$ 1,250.00**	**District Responsibility**
Lift Station Upgrades (Materials)*	(See Marolf Bid)		**$ 185,054.84**	**District Responsibility**
Lift Station Upgrades (Labor) 50%	(See Marolf Bid)		**$ 31,400.00**	**District Responsibility**

(1) * To be provided by District: Pump bases, HCUD base plates, 6" C900 pipe, mega flgs, HIBOCS-100 odor control system, odor control piping, RPZ , safety grate, SS disconnects, meter, PVC-80 conduits, wet well liner, survey.

(2) To be provided by Developer: Pumps (25hp), pump cables, floats, electrical control panel, concrete pad for odor control, upgrading power service.

15.00

EXHIBIT C

WATER TRANSMISSION LINE EASEMENT

This Water Transmission Line Easement made this 19th day of December, 1989, by and between C. TAYLOR CONSTRUCTION, INC., a Florida corporation ("Grantor"), and HERNANDO COUNTY WATER AND SEWER DISTRICT ("Grantee").

WITNESSETH, that for and in consideration of the mutual benefits, covenants and conditions contained herein, Grantor grants and conveys to Grantee a non-exclusive Water Transmission Line Easement to install, operate, maintain and repair a water transmission line and related appurtenances, subject to the terms and conditions as provided herein, said easement located on the following-described premises of Grantor in Hernando County, Florida, to-wit:

SEE ATTACHED EXHIBIT FOR LEGAL DESCRIPTION

By accepting this grant of easement, Grantee agrees that the easement is conditioned upon and subject to Grantee's compliance with the following covenants and conditions precedent:

1. Grantee shall not install any electronic water measuring device or other electronic controls which will interfere with the two-way radio system on Grantor's parcel, television reception or other radio transmission devices installed on Grantor's parcel.

2. Grantee shall provide two 8" gate valves at its sole cost and expense to be located on the water transmission line, to provide Grantor access to the water transmission line, the location of said gate valves to be determined at the sole discretion of Grantor.

3. Grantee shall, at its sole expense, construct and/or erect a six-foot (6') high opaque fence on the east side of that portion of the easement located 414.96 feet along the East line of Section 33, prior to completing construction of the water transmission line, and Grantee shall maintain, repair and replace the fence during the term of this easement, at its sole expense.

4. If Grantee abandons the use of the easement for the specific purposes set out herein for a period of 60 continuous days, the easement shall terminate without further action on the part of Grantor, and be of no further force and effect.

5. In constructing and locating the water transmission line, Grantee shall:

A. Locate it under existing roadways in a steel sleeve utilizing the "jack and bore" method without disturbing the roadway in any fashion.

B. Resod or seed and mulch any areas disturbed during construction and the location of the water transmission line including resodding areas of existing grass and seeding and mulching all other areas, including all areas disturbed during the construction and location process whether or not located within the easement boundaries; provided that Grantee shall not resod or seek and mulch any areas until Grantor has been given 10 days to confirm that the disturbed areas have been restored to original grade.

C. Restore all fences, trees, sod, grass, shrubs, roadways, and any other areas, structures or improvements disturbed, removed, or otherwise impacted upon during the construction and location of the water transmission line at the sole cost of Grantee.

6. Grantee shall, at its sole cost and expense, construct, install, maintain and repair the water main located within the easement, and Grantee shall have the reasonable right of access over the easement to complete its obligations hereunder; provided, however, Grantee shall not have access to any paved roadways existing or constructed after the granting of this Easement on Grantor's parcel, after construction and installation of the water transmission line is complete. All activities of Grantee, after completion of the construction and installation, shall occur solely within the easement area granted by this Easement.

7. Grantee agrees to indemnify and hold Grantor harmless from any and all damages, injuries, or claims of any type whether to persons or property, including attorney's fees and costs incurred in defending any claims by Grantor, resulting from the construction, installation, maintenance or repair of the water transmission line by Grantee as described herein.

8. Should Grantee fail to abide by or comply with any condition, covenant or agreement provided herein, the easement, and the benefit granted hereunder, shall immediately terminate and be of no further force and effect.

Grantor reserves the right to use the easement and to grant similar easements affecting the easement for any purpose not inconsistent with the rights granted to Grantee herein. The benefit of the provisions herein contained inures to the benefit of Grantee only, and to no other parties without the express written consent of Grantor.

IN WITNESS WHEREOF, this Grant of Easement has been executed as of the date stated above.

Witnesses:

C. TAYLOR CONSTRUCTION, INC.

Robert C. Viggiano

By Charles Taylor, President
Charles Taylor, President

STATE OF FLORIDA
COUNTY OF HERNANDO

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Charles Taylor, as President of C. TAYLOR CONSTRUCTION, INC., to me known to be the person described in and who executed the foregoing instrument as Grantor and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 19th day of December 1989.

Notary Public

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. OCT 18,1991
BONDED THRU GENERAL INS. UND.

LEGAL DESCRIPTION

A 15 foot wide Waterline Easement located in Section 33, Township 22 South, Range 18 East, Hernando County, Florida, being more particularly described as follows:

Commence at the Southeast Corner of Section 33, Township 22 South, Range 18 East; thence run North 89°36'41" West along the South Line of said Section 33 a distance of 640.18 feet to the Point of Beginning of the centerline of a 15 foot wide waterline easement, said point being a 7.5 foot offset of the easterly right of way of the 295' wide Florida Power Corporation Power Line Easement; thence run North 23°44'22" East on a line parallel to said Florida Power Corporation Easement a distance of 1030.20 feet to a point of terminus; said point of terminus also being a point on the South line of Lot 2, Evans Hi-Park Subdivision as recorded in Plat Book 6, Page 25, Public Records of Hernando County, Florida; said Waterline Easement to include 7.5 feet either side of the above described centerline.

TOGETHER WITH:

A 15 foot wide Waterline Easement located in Section 33, Township 22 South, Range 18 East, Hernando County, Florida, being more particularly described as follows:

Commence at the Northeast Corner of Section 33, Township 22 South, Range 18 East; thence run South 00°10'27" West along the East line of said Section 33 a distance of 21.23 feet to a point on the Southerly Right of Way of State Road 50; thence run South 88°57'20" West along the Southerly Right of Way of State Road 50 a distance of 148.79 feet; thence run South 00°12'50" West, a distance of 1393.72 feet; thence run North 89°49'33" East a distance of 306.23 feet; thence run South 00°08'10" East a distance of 989.77 feet; thence run South 89°42'20" West a distance of 164.99 feet; thence run South 00°10'52" East on a line parallel to the East line of said Section 33 a distance of 7.5 feet to the Point of Beginning of the centerline of a 15 foot wide Waterline Easement; thence continue running South 00°10'52" East on a line parallel to East line of said Section 33 a distance of 414.96 feet; thence run North 89°41'03" West a distance of 148.45 feet to a point of terminus; said point of terminus also being a point on the property boundary line between Lots 1 and 2, Evans Hi-Park Subdivision as recorded in Plat Book 6, Page 25, Public Records of Hernando County, Florida; said Waterline Easement to include 7.5 feet either side of the above described centerline.

042392

FILED FOR RECORD
KAREN NICOLAI, CLERK
HERNANDO COUNTY, FL
89 DEC 20 PM 1:29

O.R. 761 PG 1601

Board of County Commissioners

AGENDA ITEM

Meeting: 09/09/2025
Department: BCC Records
Prepared By: Heidi Prouse
Initiator: Heidi Prouse
DOC ID: 16351
Legal Request Number:
Bid/Contract Number:

TITLE
Approval of Minutes for Strategic Plan Meeting of July 31, 2025

BRIEF OVERVIEW
The attached Minutes for the Strategic Plan Meeting of the Board of County Commissioners on July 31, 2025, are submitted for review and approval.

FINANCIAL IMPACT
N/A

LEGAL NOTE
N/A

RECOMMENDATION
The attached Minutes for the Strategic Plan Meeting of the Board of County Commissioners on July 31, 2025, are submitted for review and approval.

REVIEW PROCESS

Heidi Prouse	Approved	08/21/2025	3:28 PM
Colleen Conko	Approved	08/21/2025	3:31 PM

RESULT:	**ADOPTED**
MOVER:	Steve Champion
SECONDER:	Ryan Amsler
AYES:	Hawkins, Campbell, Allocco, Amsler and Champion

Hernando County

Board of County Commissioners

Strategic Plan Meeting

Minutes

July 31, 2025

CALL TO ORDER

The meeting was called to order at 9:30 a.m. on Thursday, July 31, 2025, at the Hernando County Utilities Department, Brooksville, Florida.

Attendee Name	Title
Brian Hawkins	Chairman
Jerry Campbell	Vice Chairman
John Allocco	Second Vice Chairman
Ryan Amsler	Commissioner
Toni Brady	Deputy County Administrator
Jon Jouben	County Attorney
Jeffrey Rogers	County Administrator
Carla Rossiter-Smith	Chief Procurement Officer
Heidi Prouse	Deputy Clerk

Comm. Champion was not present at the meeting.

Hernando County Clerk of Circuit Court and Comptroller Douglas A. Chorvat, Jr., was present at the meeting.

Invocation

Pledge of Allegiance

AGENDA

Motion
To approve the Agenda.

RESULT:	**ADOPTED**
MOVER:	John Allocco
SECONDER:	Ryan Amsler
AYES:	Hawkins, Campbell, Allocco and Amsler
ABSENT:	Champion

COUNTY ADMINISTRATOR JEFFREY ROGERS

Proof of publication of Notice of Public Meeting was noted for the scheduled meeting.

Hernando County Commissioner Forum II: Drafting Strategic Plan

Refining Our Vision, Mission and Core Values

The Board convened for a small group discussion to refine the vision, mission and core values of the county based upon date collected from county citizens and the Board's vision for the future of the county.

RECESS/RECONVENE

The Board recessed at 11:10 a.m. and reconvened at 11:15 a.m.

Hernando County Commissioner Forum II: Drafting Strategic Plan

Refining Goals and Objectives for Each Strategic Theme

The Board convened for a small group discussion to refine the goals and objectives for each strategic theme of the county.

CITIZENS' COMMENTS

The Board accepted public input on this matter.

ADJOURNMENT

The meeting was adjourned at 12:55 p.m.

Board of County Commissioners

AGENDA ITEM

Meeting: 09/09/2025
Department: BCC Records
Prepared By: Heidi Prouse
Initiator: Heidi Prouse
DOC ID: 16360
Legal Request Number:
Bid/Contract Number:

TITLE
Approval of Minutes for Land Use Meeting of August 5, 2025

BRIEF OVERVIEW
The attached Minutes for the Land Use Meeting of the Board of County Commissioners on August 5, 2025, are submitted for review and approval.

FINANCIAL IMPACT
N/A

LEGAL NOTE
N/A

RECOMMENDATION
The attached Minutes for the Land Use Meeting of the Board of County Commissioners on August 5, 2025, are submitted for review and approval.

REVIEW PROCESS

Heidi Prouse	Approved	08/22/2025 5:02 PM
Colleen Conko	Approved	08/25/2025 11:09 AM

RESULT: **ADOPTED**
MOVER: Steve Champion
SECONDER: Ryan Amsler
AYES: Hawkins, Campbell, Allocco, Amsler and Champion

Hernando County

Board of County Commissioners

Land Use Meeting

Minutes

August 5, 2025

CALL TO ORDER

The meeting was called to order at 9:00 a.m. on Tuesday, August 5, 2025, in the John Law Ayers County Commission Chambers, Government Center, Brooksville, Florida.

Attendee Name	Title
Brian Hawkins	Chairman
Jerry Campbell	Vice Chairman
John Allocco	Second Vice Chairman
Ryan Amsler	Commissioner
Steve Champion	Commissioner
Toni Brady	Deputy County Administrator
Todd Crosby	Acting Public Works Director/County Engineer
Omar DePablo	Development Services Director
Kay Griffith	Planning Manager
Jon Jouben	County Attorney
Jeffrey Rogers	County Administrator
Paige Jefferys	Deputy Clerk
Heidi Kurppe	Deputy Clerk

Invocation

Pledge of Allegiance

AGENDA

Motion
To approve the Agenda with changes.

(Note: Item G [Discussion Regarding Request From City of Brooksville for Joint Meeting Regarding Operation of Brooksville Fire Department] was moved up in the Agenda to be heard after the Approval of Agenda.)

RESULT:	**ADOPTED**
MOVER:	Steve Champion
SECONDER:	John Allocco
AYES:	Hawkins, Campbell, Allocco, Amsler and Champion

DEPUTY COUNTY ADMINISTRATOR TONI BRADY

Discussion Regarding Request From City of Brooksville for Joint Meeting Regarding Operation of Brooksville Fire Department

There was Board consensus to not have a joint meeting at this time, and to direct the staff to communicate to the City of Brooksville that the Board requested for them to come to a decision by their Board as to the direction the City would like to take regarding their fire and wastewater services. Once that decision has been communicated from the City to the Board, the Board will work with the City to implement changes if necessary.

CONSENT AGENDA

Release of Maintenance Bond for Sunset Landing

Motion
To approve the staff recommendation.

RESULT:	**ADOPTED**
MOVER:	Steve Champion
SECONDER:	John Allocco
AYES:	Hawkins, Campbell, Allocco, Amsler and Champion

Release of Performance Bond and Acceptance of Maintenance Bond for Caldera Phase 3 and 4

Motion
To approve the staff recommendation.

RESULT:	**ADOPTED**
MOVER:	Ryan Amsler
SECONDER:	Steve Champion
AYES:	Hawkins, Campbell, Allocco, Amsler and Champion

Resolution Designating Administrative Official as Administrative Official Authorized to Approve Plats and Replats Pursuant to Florida Statute §§ 177.071

Motion
To approve the staff recommendation (Resolution No. 2025-129).

RESULT:	**ADOPTED**
MOVER:	Steve Champion
SECONDER:	John Allocco
AYES:	Hawkins, Campbell, Allocco, Amsler and Champion

CORRESPONDENCE TO NOTE

Notice of Conditional Use Permit Action Taken by Planning and Zoning Commission on July 14, 2025

Notice of Special Exception Use Permit Action Taken by Planning and Zoning Commission on July 14, 2025

PUBLIC HEARINGS

Proofs of publication of Notices of Public Hearing were noted for the scheduled public hearings.

Ex Parte Communications

Chairman Hawkins and Comms. Campbell, Allocco, Amsler and Champion announced the ex parte communications that they had had concerning the quasi-judicial petitions being considered at this meeting.

County Attorney Jon Jouben advised the Commissioners that any ex parte communications, however received, could play no part in their deliberations.

Adoption of Informational Packet

The Agenda packet that was submitted to the Board included written information regarding the cases to be considered which needed to be accepted into evidence for the hearings.

The staff recommended that the Board accept the Agenda packet, including the staff reports, into evidence as if read aloud in their entirety.

Motion
To approve.

RESULT:	**ADOPTED**
MOVER:	Steve Champion
SECONDER:	Ryan Amsler
AYES:	Hawkins, Campbell, Allocco, Amsler and Champion

Request Submitted by Jason E. Morphet and Ayleen N. Gallahue, Property Owners, for Appeal of Administrative Official's Determination on Status of Nonconforming Use for Period Exceeding One Year for Property Located at 5025 Emerson Road

The Board accepted public input on this matter.

Comm. Amsler made the following Motion.

Motion
To approve the staff recommendation.

The Motion died for lack of a second.

Comm. Champion made the following Motion.

Motion
To deny.

(Note: The motion pertained to affirming the Administrative Official's determination.)

RESULT:	**ADOPTED**
MOVER:	Steve Champion
SECONDER:	John Allocco
AYES:	Hawkins, Campbell, Allocco, Amsler and Champion

RECESS/RECONVENE

The Board recessed at 11:30 a.m. and reconvened at 11:35 a.m.

Special Exception Use Permit for Place of Public Assembly, Namely a Community Center, Submitted by Unitarian Universalist Church in the Pines (SE2414)

The Board accepted public input on this matter.

Motion
To deny.

RESULT:	**ADOPTED**
MOVER:	Steve Champion
SECONDER:	Ryan Amsler
AYES:	Hawkins, Campbell, Allocco, Amsler and Champion

Rezoning Petition Submitted by Southern Valley Homes, LLC, on Behalf of John Sirvent, IV, and Melissa Sirvent for Property Located on Wiscon Road (H2471)

There was no public input.

Comm. Champion made the following Motion.

Motion
To approve the staff recommendation.

Comm. Allocco seconded the Motion.

Comm. Champion modified his Motion as follows:

Modification to Motion
To approve the staff recommendation and to include separate vendor parking (Resolution No. 2025-130).

Rezoning Petition Submitted by Lance Lowery on Behalf of Lowery's True Value, LLC, for Property Located on Lovebird Lane and Raley Road (H2481)

There was no public input.

Motion
To approve the staff recommendation (Resolution No. 2025-131).

RESULT:	**ADOPTED**
MOVER:	Ryan Amsler
SECONDER:	John Allocco
AYES:	Hawkins, Campbell, Allocco, Amsler and Champion

Rezoning Petition Submitted by Alton B. Wingate for Property Located on Citrus Way (H2505)

The Board accepted public input on this matter.

Motion
To approve the staff recommendation (Resolution No. 2025-132).

RESULT:	**ADOPTED**
MOVER:	Steve Champion
SECONDER:	Ryan Amsler
AYES:	Hawkins, Campbell, Allocco, Amsler and Champion

Rezoning Petition Submitted by Britton Cox and Kayla Cox for Property Located on Yellow Frog Avenue (H2511)

There was no public input.

Motion
To approve the staff recommendation (Resolution No. 2025-133).

RESULT:	**ADOPTED**
MOVER:	Steve Champion
SECONDER:	Ryan Amsler
AYES:	Hawkins, Campbell, Allocco, Amsler and Champion

Rezoning Petition Submitted by Jorge M. Sabater on Behalf of Infinite Trust, LLC, for Property Located on Chambord Street (H2512)

There was no public input.

Motion
To approve the staff recommendation (Resolution No. 2025-134).

RESULT:	**ADOPTED**
MOVER:	Steve Champion
SECONDER:	Ryan Amsler
AYES:	Hawkins, Campbell, Allocco, Amsler and Champion

RECESS/RECONVENE

The Board recessed at 1:05 p.m. and reconvened at 1:25 p.m.

Rezoning Petition Submitted by Mark Keschl of Meridien Development, LLC, on Behalf of Gary Haber, Evelyn Haber, Kenneth L. Haber, and Martha Haber for Property Located on Commercial Way (H2482)

The Board accepted public input on this matter.

Motion
To continue to a date uncertain.

RESULT:	**ADOPTED**
MOVER:	Ryan Amsler
SECONDER:	Steve Champion
AYES:	Hawkins, Campbell, Allocco, Amsler and Champion

Rezoning Petition Submitted by Arsany 66th Street, LLC, for Property Located on County Line Road (H2501)

There was no public input.

Motion
To postpone to a date certain of October 7, 2025, with all advertising costs to be incurred by the petitioner.

RESULT:	**ADOPTED**
MOVER:	Ryan Amsler
SECONDER:	Steve Champion
AYES:	Hawkins, Campbell, Allocco, Amsler and Champion

RECESS/RECONVENE

The Board recessed at 2:55 p.m. and reconvened at 3:00 p.m.

Rezoning Petition Submitted by Shawn O'Malley on Behalf of Sunny Pines of Hernando, LLC, for Property Located on Cortez Boulevard (H2507)

The Board accepted public input on this matter.

Comm. Champion made the following Motion.

Motion
To approve the original plan from 2012.

Comm. Champion revised his Motion as follows:

Revised Motion
To approve 99-park models, no access to Mondon Hill Road except for emergency access, with age restrictions, no sexual predators, to work with neighbors to get the best buffer possible, 50-foot buffer around and residential, and for dark sky (Resolution No. 2025-135).

RESULT:	**ADOPTED**
MOVER:	Steve Champion
SECONDER:	Brian Hawkins
AYES:	Hawkins, Campbell, Allocco, Amsler and Champion

DEVELOPMENT SERVICES PLANNING DIRECTOR OMAR DEPABLO

Software Demonstration by Swiftbuild.ai a/k/a SwiftGov

Chairman Hawkins passed the gavel to Vice Chairman Campbell and temporarily left the meeting, and upon returning shortly thereafter, he resumed the Chairmanship.

Comm. Campbell temporarily left the meeting and returned shortly thereafter.

DEPUTY COUNTY ADMINISTRATOR TONI BRADY

Discussion Regarding Request From City of Brooksville for Joint Meeting Regarding Operation of Brooksville Fire Department

This item was moved up in the Agenda and was heard after the Approval of Agenda.

BOARD OF COUNTY COMMISSIONERS

The Board commented on various issues.

ADJOURNMENT

The meeting was adjourned at 4:45 p.m.

Board of County Commissioners

AGENDA ITEM

Meeting: 09/09/2025
Department: Fleet
Prepared By: Michele Cornell
Initiator: Doug Livermore
DOC ID: 16233
Legal Request Number:
Bid/Contract Number:

TITLE
Declaration of Various Tangible Property as Surplus for Disposal and Removal From Fixed Asset Inventory

BRIEF OVERVIEW
Fleet Management has prepared a listing of tangible property subject to disposal. Fleet Management did not receive any requests for transfer or donation. Public auction will follow upon approval from the Board.

In accordance with Florida Statute 274.07, "Authority for the disposal of property shall be recorded in the minutes of the government unit.." Attached is a listing of County property that has been requested to be removed from inventory and the reason for disposal is listed next to each item.

FINANCIAL IMPACT
The sale of surplus vehicles is an essential revenue stream for the Fleet Replacement Program. Revenues from computer equipment goes back to that department; however, vehicle revenues go to:

Revenues:
Fund: 5081 - Fleet Replacement Program, **Department: 08031** - Fleet Replacement Program, **Account: 3641064** - Sale of Surplus Equipment

LEGAL NOTE
The Board has the authority to act on this matter pursuant to Section 274.05 and Chapter 125, Florida Statutes.

RECOMMENDATION
It is recommended the Board approve the items from the attached list to be declared as surplus, auctioned, and removed from the County's fixed asset inventory.

REVIEW PROCESS

Douglas Livermore	Approved	07/28/2025 9:39 AM
Gordon Onderdonk	Approved	07/30/2025 8:46 AM
Albert Bertram	Delegated	07/30/2025 8:50 AM
Erin Dohren	Approved	07/30/2025 4:06 PM
Albert Bertram	Approved	07/30/2025 4:16 PM
Pamela Hare	Approved	08/01/2025 10:27 AM
Michael Cowan	Approved	08/01/2025 10:51 AM
Heidi Prouse	Approved	08/01/2025 2:12 PM
Toni Brady	Approved	08/03/2025 8:16 PM
Jeffrey Rogers	Approved	08/03/2025 9:27 PM

Colleen Conko	Approved	08/04/2025 11:05 AM

RESULT:	**ADOPTED**
MOVER:	Steve Champion
SECONDER:	Ryan Amsler
AYES:	Hawkins, Campbell, Allocco, Amsler and Champion

ASSETS FOR DISPOSAL					
Asset ID	Submitting Department	Description	Serial #	Current Condition	BOCC Board mtg date
20718	Health Dept	Audiometer	AB11969	obsolete	9/9/25

FY25 Surplus Vehicles and Equipment							
Asset ID	Plate number	Year	Description	Serial #	Mileage / Hours	Reason for Action	BOCC Board mtg date
9389	n/a	2000	Fruehauf 50' trailer	CHV296779	n/a	meets replacement criteria	09/09/25
19401	209550	2015	Ford F250 4x4	1FT7W2BA67FEA13351	168,161	meets replacement criteria	09/09/25
18879	TA3606	2014	Ford E350	1FBN3BL0EDA74393	38,342	meets replacement criteria	09/09/25
20064	TE6286	2016	Ford F150 4x4	1FTEX1EP1GFD21288	80,375	meets replacement criteria	09/09/25
21405	n/a	2018	John Deere 333G	1T0333GMKF321820	3,045	meets replacement criteria	09/09/25
19479	TD9653	2015	Chevrolet Silverado	1GCNCPEH4FZ392442	165,409	meets replacement criteria	09/09/25

HERNANDO CO BOARD OF CO COMMISSIONERS
REVENUE STATUS REPORT

SELECTION CRITERIA: orgn.fund='5081'
ACCOUNTING PERIOD: 10/25

SORTED BY: FUND,DEPARTMENT,1ST SUBTOTAL,ACCOUNT
TOTALED ON: FUND,DEPARTMENT,1ST SUBTOTAL
PAGE BREAKS ON: FUND,DEPARTMENT

FUND-5081 FLEET REPLACEMENT PROGRAM
DEPARTMENT- TITLE NOT FOUND
1ST SUBTOTAL-34 * CHARGES FOR SERVICES

ACCOUNT - - - - - TITLE - - - - -	BUDGET	PERIOD RECEIPTS	RECEIVABLES	YEAR TO DATE RECEIPTS	AVAILABLE BALANCE	YTD/ BUD
3412016 INT SVC-FLEET CAP RECOV	7,634,098.00	.00	.00	5,772,038.90	1,862,059.10	75.61
3412025 INT SVC-GPS TRACKING SYS	180,000.00	.00	.00	178,728.00	1,272.00	99.29
3412030 INT SVC-INSURANCE CHARGE	815,100.00	.00	.00	529,940.46	285,159.54	65.02
3413001 ADMINISTRATIVE FEES	230,000.00	.00	.00	217,851.36	12,148.64	94.72
TOTAL * CHARGES FOR SERVICES	8,859,198.00	.00	.00	6,698,558.72	2,160,639.28	75.61
1ST SUBTOTAL-36 * MISCELLANEOUS REVENUE						
3641064 SALE OF SURPLUS EQUIPMEN	150,000.00	56,549.15	.00	231,049.31	-81,049.31	154.03
3699700 INSURANCE PROCEEDS	.00	.00	.00	169,751.70	-169,751.70	.00
TOTAL * MISCELLANEOUS REVENUE	150,000.00	56,549.15	.00	400,801.01	-250,801.01	267.20
1ST SUBTOTAL-38 * OTHER SOURCES						
3840005 PROCEEDS FROM LOAN	9,627,425.00	.00	.00	.00	9,627,425.00	.00
3899010 ENCUMBRANCES	9,405,820.00	.00	.00	.00	9,405,820.00	.00
3899090 BALANCE FORWARD-CASH	68,402.00	.00	.00	.00	68,402.00	.00
TOTAL * OTHER SOURCES	19,101,647.00	.00	.00	.00	19,101,647.00	.00
TOTAL TITLE NOT FOUND	28,110,845.00	56,549.15	.00	7,099,359.73	21,011,485.27	25.25
TOTAL FLEET REPLACEMENT PROGR	28,110,845.00	56,549.15	.00	7,099,359.73	21,011,485.27	25.25
TOTAL REPORT	28,110,845.00	56,549.15	.00	7,099,359.73	21,011,485.27	25.25

Board of County Commissioners

AGENDA ITEM

Meeting: 09/09/2025
Department: Finance
Prepared By: Shanon Aguayo
Initiator: Joshua Stringfellow
DOC ID: 16261
Legal Request Number:
Bid/Contract Number:

TITLE
Transmittal of List of Accounts Payable Disbursements for Weeks Ended August 1, 2025, and August 8, 2025

BRIEF OVERVIEW
Transmittal of List of Accounts Payable Disbursements for weeks ending August 1, 2025, and August 8, 2025.

In addition to the check registers, the total Board of County Commissioners payroll disbursements for payroll checks dated July 29, 2025, was $1,722,188.00.

FINANCIAL IMPACT
N/A

LEGAL NOTE
The Board is authorized to act on this matter pursuant to Chapter 125, Florida Statutes.

RECOMMENDATION
It is recommended that the Board approve of the accounts payable disbursement for weeks ending August 1, 2025, and August 8, 2025.

REVIEW PROCESS

Josh Stringfellow	Approved	08/18/2025	10:52 AM
Douglas Chorvat - FYI	Notified - FYI	08/18/2025	10:52 AM
Pamela Hare	Approved	08/19/2025	3:36 PM
Heidi Prouse	Approved	08/21/2025	10:28 AM
Toni Brady	Approved	08/21/2025	4:10 PM
Jeffrey Rogers	Approved	08/21/2025	10:00 PM
Colleen Conko	Approved	08/25/2025	11:13 AM

RESULT: **ADOPTED**
MOVER: Steve Champion
SECONDER: Ryan Amsler
AYES: Hawkins, Campbell, Allocco, Amsler and Champion

Board of County Commissioners Checks Issued

Check Number	Check Date	Vendor Name	Transaction Description	Invoice Number	Transaction Amount
286727	07/30/2025	ABDULMAGID A EDDIB	11444 SAGAMORE ST	S907279-03	$107.39
286728	07/30/2025	AJ HAPPY HOMES LLC	7502 POND CIR	S604296-03	$32.33
286729	07/30/2025	ALICIA M MAYBERRY	9340 CHASE ST	S605738-17	$195.67
286730	07/30/2025	ALISHER HAMIDULLAH	13534 DRAYTON DR	S902125-04	$82.62
286731	07/30/2025	ALLISON R NICHUALS	9479 SOUTHERN CHARM CIR	SJ00319-08	$184.44
286732	07/30/2025	AMANDA L FESSENDEN	9395 MELROSE ST	S100733-03	$180.33
286733	07/30/2025	ANGELO GERMAIN	4224 PORTILLO RD APT 16	S910768-13	$60.98
286734	07/30/2025	ANTHONY A CANALE	368 CLEARFIELD AVE	S603828-01	$29.46
286735	07/30/2025	ARASAY RAMOS POPA	276 GLENN IVY TER	S813328-26	$117.47
286736	07/30/2025	ASHLEY M VASQUEZ	263 GLENN IVY TER	S813313-14	$233.95
286737	07/30/2025	AUSTIN EITNER & KEELIN JONES	1038 SHENANDOAH LN	S601033-02	$55.48
286738	07/30/2025	AYUSHIA ANSARI	8263 SILVERBELL LOOP	SJ00418-04	$85.97
286739	07/30/2025	BAY TO BAY PROPERTIES LLC	COMMERCIAL WAY & TOUCAN T	XX01779-00	$2,656.00
286740	07/30/2025	BP AND PROPERTIES LLC	10441 MAYFLOWER RD	S803790-01	$50.36
286741	07/30/2025	BRANDON CHAPPELL	2348 EVENGLOW AVE	S902724-07	$120.70
286742	07/30/2025	BRUCE DORR	9202 SALISBURY DR	BK00945-06	$273.72
286743	07/30/2025	CAMERON GROSSO	9240 TARLETON CIR	GL00583-08	$121.10
286744	07/30/2025	CARISSA CHANDLER &ALYSSA JOHNSON	10490 CHALMER ST APT 14	S802577-08	$118.76
286745	07/30/2025	CARL & NIKKI HODSON	10368 LANSFIELD ST	S607539-21	$123.98
286746	07/30/2025	CAROL ALBANESE	6450 JAMAICA RD	S605449-04	$109.14
286747	07/30/2025	CENTURY COMPLETE W FL 8207	5308 HANFORD AVE	S814181-00	$130.87
286748	07/30/2025	CHARLES M CAMPBELL	2378 COMERWOOD DR	S903558-10	$121.66
286749	07/30/2025	CHRISTOPHER A GIORLANDO	9376 MANATI ST	S808893-08	$120.78
286750	07/30/2025	CHRISTOPHER B BEGENY	26416 MC ALLISTER ST	HL00616-02	$106.20
286751	07/30/2025	CHRISTY & GARRETT LUNN	35070 SMOKETREE LN	WO00183-04	$86.28
286752	07/30/2025	COREY VESEY	10463 CHALMER ST	S807002-04	$138.64
286753	07/30/2025	CORNERSTONE REALTY SERVICES INC	3475 SUGARFOOT DR	WK00498-02	$92.62
286754	07/30/2025	CORTEZ INVESTMENT GROUP INC	383 COBBLESTONE DR	S907480-09	$52.67
286755	07/30/2025	COURTANY A BALKCOM	8090 RIVER COUNTRY DR	RR00009-06	$61.91
286756	07/30/2025	CRESCENZA DECICCO	10200 SWANSON CT	S801706-00	$101.20
286757	07/30/2025	CRYSTAL I VELARDO	6442 TREEHAVEN DR	S101033-14	$58.51
286758	07/30/2025	CRYSTAL YEPES	4951 BRIGHTSTONE PL	SL00751-04	$177.11
286759	07/30/2025	DANA L AUGER	8966 HERNANDO WAY	RH00869-17	$57.43
286760	07/30/2025	DANILE & WANDA PEREZ	10426 CHALMER ST	S802876-10	$226.49
286761	07/30/2025	DEBORAH G GARTNER	3876 CROSSLINE DR	SL01196-01	$101.85
286762	07/30/2025	DEBRA SHARP	3286 BLYTHE AVE	S901139-02	$40.83
286763	07/30/2025	DEHNA L RAGANAS	1402 ALADDIN RD	S103323-05	$47.46
286764	07/30/2025	DENNIS BLUMBERG	4150 PORTILLO RD APT 5	S807803-13	$173.23
286765	07/30/2025	DIANA SWIFT	1300 MALONE AVE	S608759-00	$192.05
286766	07/30/2025	DONNA M & HAROLD F ACOSTA	4039 CASA CT	HB02155-01	$145.76
286767	07/30/2025	E JOLENE ROSE	3049 AINSWORTH AVE	S906441-13	$123.61

Board of County Commissioners Checks Issued

Check Number	Check Date	Vendor Name	Transaction Description	Invoice Number	Transaction Amount
286768	07/30/2025	EDWARD J FAUSTO	4227 SURFSIDE CIR	S600716-11	$81.94
286769	07/30/2025	EDWIN L WHITHAM JR	14212 POMONA AVE	S906235-02	$39.63
286770	07/30/2025	ELIZABETH SMITH	8411 SUNFLOWER DR	FK00344-03	$88.08
286771	07/30/2025	EMILY BEACH-OROZCO	1257 LONDON AVE	S603413-10	$215.26
286772	07/30/2025	ETHEL BUSCH	6251 DANBURY ST	S100146-00	$3.26
286773	07/30/2025	GAIL ISABELL	3215 HIBISCUS DR	HB02162-01	$86.85
286774	07/30/2025	HAROLD R SPICER	11166 WARM WIND WAY	TL00435-03	$48.67
286775	07/30/2025	HOMES BY WESTBAY LLC	13135 LONG VALLEY CIR	IA31956-00	$336.19
286776	07/30/2025	HPA US1 LLC	4526 BAYRIDGE CT	S602382-07	$38.43
286777	07/30/2025	HPA US1 LLC	4100 MONONA AVE	WK00504-04	$112.47
286778	07/30/2025	INFINITE TRUST LLC	4040 CHADWICK AVE	S906789-01	$40.09
286779	07/30/2025	INVITATION HOMES 7 FLORIDA LP	4135 GOLDFOIL RD	CD00053-01	$48.91
286780	07/30/2025	INVITATION HOMES 7 FLORIDA LP	4166 OBSIDIAN DR	CD00106-01	$122.00
286781	07/30/2025	IVETTE DE LA MORA	10400 TILBURG ST	S800479-01	$17.02
286782	07/30/2025	JACQUEZE & MELAZIA RICHARDSON	6211 LORRAINE LN	S102801-11	$84.71
286783	07/30/2025	JASON A AMITRANO	1265 NEWHOPE RD	S602064-10	$46.84
286784	07/30/2025	JEAN SIM	9160 LAVINA LN	S810902-06	$61.04
286785	07/30/2025	JEFFREY J SCHAUER	12242 GREENWOOD ST	PG00045-07	$14.61
286786	07/30/2025	JENNIFER S KAUFMAN	8018 SHEPHERD AVE	S606232-10	$14.58
286787	07/30/2025	JOANNE & JOSEPH CHIET	14200 SANDHURST ST	BK00483-03	$137.18
286788	07/30/2025	JOHN & MARTHA CANNON	7453 FAIRLANE AVE	HI01879-03	$8.13
286789	07/30/2025	JOHN H FAIR	4056 TOMAHAWK AVE	WK00090-12	$116.92
286790	07/30/2025	JOHN M MEDVED	5078 FLORENTINE CT	S804056-01	$46.89
286791	07/30/2025	JOHN PAUL BROWN	4009 CLEAR SPRING RD	SE00414-03	$6.74
286792	07/30/2025	JOMASA LLC	3191 SHOAL LINE BLVD	HC00041-02	$158.57
286793	07/30/2025	JORDYN M DEFRANCO	259 SPRING HAVEN LOOP	S104036-19	$90.87
286794	07/30/2025	JOSEPH E AUGHTMAN	14129 WAKE ROBIN DR	TR00083-09	$105.17
286795	07/30/2025	JOSEPH REILLY	2072 TERRACE VIEW LN	TB00745-01	$228.23
286796	07/30/2025	KACIE & ARIEL TORRICO	3436 TOMAHAWK AVE	WK00088-06	$33.70
286797	07/30/2025	KAF PROPERTIES LLC	27094 FERNERY AVE	HL00258-11	$188.64
286798	07/30/2025	KAREN L MALLERY	6821 PINEHURST DR	S607231-18	$143.84
286799	07/30/2025	KEILYN MENDEZ	9266 CENTURY DR	S604886-02	$161.16
286800	07/30/2025	KELLY M GROGAN	10131 SLEEPY WILLOW CT	S805539-02	$1,304.50
286801	07/30/2025	KELLY M MILES	2254 COACHMAN RD	S804321-03	$18.01
286802	07/30/2025	KENNETH R J JENSEN	1437 HASTINGS RD	S809355-07	$91.95
286803	07/30/2025	KIMBERLY NELSON	11574 LAVENDER LOOP	VE00075-02	$112.49
286804	07/30/2025	KIMBERLY S SMITTLE	194 ARGYLL DR	AV00967-01	$65.09
286805	07/30/2025	KINGS REALTY & RENTALS INC.	3252 SEA GRAPE DR	HB01611-13	$338.88
286806	07/30/2025	LEESA K ANDERSON	8001 SUMMERBREEZE TER	S102055-01	$141.63
286807	07/30/2025	LESLIE E DIAZ	391 SPRING HAVEN LOOP	S104264-21	$130.44
286808	07/30/2025	LEVI W & JAILA D KIFFMEYER	3408 MONTANO AVE	S910314-06	$114.20
286809	07/30/2025	LIDIA M CAEZ	9459 MELROSE ST	S811052-14	$53.76

Board of County Commissioners Checks Issued

Check Number	Check Date	Vendor Name	Transaction Description	Invoice Number	Transaction Amount
286810	07/30/2025	LINDA F DECLUE	6340 DAKOTA DR	HL00449-10	$81.28
286811	07/30/2025	LISA A WHITLEY	10307 GIFFORD DR	S802013-04	$34.60
286812	07/30/2025	LISA R LYLE	10117 BREEZY PINES CT	TL00465-02	$7.24
286813	07/30/2025	LOREN STEELE	7460 LANDMARK DR	S608077-08	$62.50
286814	07/30/2025	LOU V ANDERSON	27103 AUBREY AVE	HL00273-08	$105.10
286815	07/30/2025	LUIS MANUEL DIAZ VEGA	6952 PINEHURST DR	S101085-04	$161.86
286816	07/30/2025	M W KOTLER INC	8480 SOUTHERN CHARM CIR	SJ00072-19	$61.63
286817	07/30/2025	MACLAR INVESTMENTS & ASSETS LLC	6269 SKYLINE CT	S602553-07	$300.31
286818	07/30/2025	MAIN STREET RENEWAL LLC	9318 MALLARD ST	S602308-10	$90.92
286819	07/30/2025	MAIN STREET RENEWAL LLC	6031 NARDELLO AVE	S808654-05	$41.79
286820	07/30/2025	MARIE PEREZ	2777 LANDOVER BLVD	S811113-03	$141.78
286821	07/30/2025	MARK A & LINDA E HENGESH	10105 HOLLY BERRY DR	GL00816-08	$50.00
286822	07/30/2025	MARNIE L & MATTHEW C MAYER	8201 RHANBUOY RD	BM00549-12	$128.46
286823	07/30/2025	MARY B FITZGERALD	12464 FAIRWAY AVE	HI01646-04	$172.62
286824	07/30/2025	MARY J PORTER	240 DARTMOUTH AVE	S604700-02	$66.61
286825	07/30/2025	MELVIN L THURMAN	12290 HURON ST	S900487-01	$39.21
286826	07/30/2025	MERITAGE HOMES OF FL INC	31650 MALBEC DR	BH00062-00	$70.31
286827	07/30/2025	MERITAGE HOMES OF FL INC	3523 MOSCATO DR	BH00078-00	$146.36
286828	07/30/2025	MERITAGE HOMES OF FL INC	3517 MOSCATO DR	BH00079-00	$156.91
286829	07/30/2025	MI HOMES OF TAMPA LLC	2370 CLARY SAGE DR	AS00034-00	$176.87
286830	07/30/2025	MIA L SMITH	4583 ELWOOD RD	S103376-08	$48.09
286831	07/30/2025	MICHAEL A & MICHELLE L RUIZ TTEE	11374 WOODLAND WATERS BLV	IA29077-00	$126.68
286832	07/30/2025	MICHAEL J ESTEVENS	7499 HEATHER WALK DR	RH00387-07	$120.78
286833	07/30/2025	MICHAEL R JOHNS	2310 AUGUSTA DR	TP00210-02	$181.32
286834	07/30/2025	MICHELLE R MCDERMOTT	27198 SIMONA AVE	HL00306-10	$199.26
286835	07/30/2025	MINDY D BAKER	7228 EDINBURGH WAY	RH00107-09	$102.89
286836	07/30/2025	NICOLE EASTERLING	4109 SUGARFOOT DR	WK00524-02	$59.18
286837	07/30/2025	NINA ISABELL	9159 TREVINO DR	GL01356-04	$193.46
286838	07/30/2025	NORMA COLBY	3275 LIGHTHOUSE WAY	WD00112-07	$35.13
286839	07/30/2025	NORMA L KARPISCAK	9060 PRESPARE CT	S606839-00	$12.97
286840	07/30/2025	NORTHPOINT ASSET MANAGEMENT LLC	11493 SPRING HILL DR	S902699-10	$97.49
286841	07/30/2025	NVR INC DBA RYAN HOMES	209 VOLTAIRE DR	PR00064-00	$116.16
286842	07/30/2025	NVR INC DBA RYAN HOMES	160 VOLTAIRE DR	PR00067-00	$145.93
286843	07/30/2025	NVR INC DBA RYAN HOMES	456 VOLTAIRE DR	PR00091-00	$80.14
286844	07/30/2025	OWEN L ANDERSON	8386 GIBRALTER ST	S802934-00	$30.00
286845	07/30/2025	PALM LEAF PROPERTY MANAGEMENT LLC	13221 MONTEGO ST	S904483-09	$90.25
286846	07/30/2025	PATTY COLLINS	9269 BLADON ST	S810220-04	$102.56
286847	07/30/2025	PAUL E STREIF	7205 PINEHURST DR	S608026-07	$34.27
286848	07/30/2025	PULTE HOME COMPANY LLC	4124 GOLDFOIL RD	CD00082-00	$4,918.00
286849	07/30/2025	RADIANT STAR LLC	9001 SPRING HILL DR	S810970-03	$260.54
286850	07/30/2025	RAFAEL MARTINEZ	4479 BIMINI DR	HB00341-16	$150.29

Board of County Commissioners Checks Issued

Check Number	Check Date	Vendor Name	Transaction Description	Invoice Number	Transaction Amount
286851	07/30/2025	RALPH PAULSEN	13133 HAVERHILL DR	SL00604-13	$256.22
286852	07/30/2025	REBECCA ARROYO DIAZ	103 FAIRMONT DR	AV00017-07	$52.66
286853	07/30/2025	REFLECTIONS IN THE HEATHER	7387 COMMERCIAL WAY	RA00017-09	$102.81
286854	07/30/2025	RICHARD E MCGEE JR	1245 MALONE AVE	S605954-08	$156.07
286855	07/30/2025	RICHARD J TONE	8078 PAGODA DR	FK00044-04	$209.67
286856	07/30/2025	RICHARD L BOEHME	13073 SANTEE ST	S903964-04	$25.83
286857	07/30/2025	ROBERT L & BELINDA D RAGAIN	1412 FRIAR TUCK LN	FG00017-06	$94.74
286858	07/30/2025	ROBERT S OGDEN	7351 PRINCE GEORGE CT	TB00027-03	$51.04
286859	07/30/2025	ROBERTO NUNEZ & MARINA LUNA	14421 PABLO BLVD	S911856-09	$337.97
286860	07/30/2025	ROY G BARNHART	11364 ORANGEWOOD CT	S904191-01	$26.97
286861	07/30/2025	RYAN M PETERSON	13496 WILBURTON ST	S901020-05	$33.73
286862	07/30/2025	SABRINA M CAMPBELL	2499 KEEPORT DR	S903813-04	$44.96
286863	07/30/2025	SAMANTHA & HOLLY FRANEY	4150 PORTILLO RD APT 40	S909970-07	$117.45
286864	07/30/2025	SAMANTHA MOSER	7479 POND CIR	S700157-13	$88.94
286865	07/30/2025	SARA W DAWES	14986 RIALTO AVE	BK02234-02	$207.85
286866	07/30/2025	SASHA D MCKENZIE	3798 CROSSLINE DR	SL01183-03	$16.30
286867	07/30/2025	SCOTT A FERNANDEZ	299 PLUMTREE AVE	S812105-05	$31.28
286868	07/30/2025	SECUREVEST PROPERTIES LLC	18069 CARROLWOOD DR	GR00760-00	$200.81
286869	07/30/2025	SFR V TRANCHE 5 BORROWER LLC	1104 CABERNET PL	EN00078-03	$237.42
286870	07/30/2025	SFR V TRANCHE 5 BORROWER LLC	1239 BURGUNDY CT	EN00029-04	$215.55
286871	07/30/2025	SHARON ANN SPIELMAN	14742 NAIMISHA LOOP	S911735-23	$27.64
286872	07/30/2025	SHEREENA MORROW JACKSON	30953 WATER LILY DR	RW00850-02	$85.72
286873	07/30/2025	SHREY PHARMACY LLC	5340 SPRING HILL DR	C603963-03	$201.15
286874	07/30/2025	STATE PROPERTY MANAGEMENT LLC	4540 ESSEX LN	S605856-13	$344.90
286875	07/30/2025	STEPHANIE M MILJAK	12165 ROCKFORD ST	S101430-04	$32.64
286876	07/30/2025	STRESS FREE PROPERTY MANAGEMENT	6393 PINEHURST DR	S605770-12	$37.88
286877	07/30/2025	SYLVAN& RHONA QUINN REVOC FAM TRUST	7384 PRINCE GEORGE CT	TB00078-04	$137.09
286878	07/30/2025	TERRY E DAVIS	6421 FINANCE AVE	WW00093-11	$292.90
286879	07/30/2025	THERESA L TYNER	12160 KATHERWOOD ST	S807346-14	$117.11
286880	07/30/2025	THOMAS & ROXANNE SAKOWSKI	2436 COVINGTON AVE	S800954-03	$41.95
286881	07/30/2025	THOMAS D & DIANA I HAYDEN	8179 WOODEN DR	FK00366-13	$135.96
286882	07/30/2025	THOMAS J SETTEDUCATI	11350 COPLEY CT	S902224-02	$87.17
286883	07/30/2025	THOMAS KIENLEN	8049 SUMMERBREEZE TER	S601195-01	$59.19
286884	07/30/2025	TIMOTHY E LEE	3535 PORTILLO RD APT 41	S810685-11	$121.02
286885	07/30/2025	TINA GREEN	15428 ATWATER DR	QM00052-08	$36.06
286886	07/30/2025	TINA L & ALLAN BEATTIE	3469 AUTUMN AMBER DR	SL01364-05	$133.28
286887	07/30/2025	TONY HOA & ALLESSIE DOANH LAM	11209 THRASHER AVE	IA29837-00	$78.11
286888	07/30/2025	TREVOR LOUDERMILK & BELLA V KNOTT	461 VOLTAIRE DR	PR00008-01	$52.40
286889	07/30/2025	TRICON SFR 2024 4 BORROWER LLC	29350 FEDORA CIR	TG00174-03	$199.49
286890	07/30/2025	TRINITY MANAGEMENT GROUP LLC	7278 RADCLIFF ST	S603757-07	$78.50
286891	07/30/2025	TYLER J STOCKBRIDGE	4632 LANDOVER BLVD	S909900-12	$48.89

Board of County Commissioners Checks Issued

Check Number	Check Date	Vendor Name	Transaction Description	Invoice Number	Transaction Amount
286892	07/30/2025	VICTORIA L ANCI	2071 LINWOOD AVE	S803642-03	$28.33
286893	07/30/2025	WALLER CONSTRUCTION	1360 ANDERSON SNOW RD	XX01727-00	$1,749.43
286894	07/30/2025	WE BUY HOUSES LLC	5017 BROMLEY AVE	S910009-10	$159.79
286895	07/30/2025	WENDIE M POWELL	1206 PIPER RD	S606613-07	$57.71
286896	07/30/2025	WILFREDO VEGA JR	7365 PINEHURST DR	S602973-07	$90.42
286897	07/30/2025	WILLIAM & JACALYN BEST	1340 LARKIN RD	S806549-03	$87.03
286898	07/30/2025	WILLIAM H MULLIGAN	8487 DORSEY ST	S806353-07	$46.17
286899	07/30/2025	WILLIAM RYAN HOMES	775 NICEWINTER DR	WT00067-00	$135.48
286900	07/30/2025	WILLIAM SOTO	29226 HECKLEMAN ST	BW00030-04	$83.87
286901	07/30/2025	YANELYS ACOSTA	12174 LARAMORE ST	S807869-01	$9.29
286902	07/30/2025	YARILIN SALINA	7470 CANTERBURY ST	S606076-08	$180.76
286903	07/30/2025	YOSLENIN FIDEL AYALA	1392 OLD MILL LN	S103805-17	$107.74
286904	07/30/2025	YVONNE M CALDWELL	2169 DANFORTH RD	S600948-13	$58.15
286905	07/30/2025	YVONNE MIRANDA	10175 HOLLY BERRY DR	GL00990-04	$521.06
286906	07/30/2025	ZANE LEVERETTE	1556 OSOWAW BLVD	AR00096-16	$68.68
286907	07/31/2025	ADVANCE LOCAL ALABAMA MEDIA GROUP	HB RECOVERY CAMPAIGN	3302764	$5,000.00
286908	07/31/2025	AIR MECHANICAL & SERVICE CORP	HVAC SERVICE - PROVIDE M	143836	$2,118.88
286908	07/31/2025	AIR MECHANICAL & SERVICE CORP	MATERIALS & M/U - 15%	143353	$24,860.99
286908	07/31/2025	AIR MECHANICAL & SERVICE CORP	PROFIT/MOBILIZATION & M/U	143353	$4,869.15
286908	07/31/2025	AIR MECHANICAL & SERVICE CORP	SERVICE TECH LABOR	143353	$7,600.00
286909	07/31/2025	AMERICAN EXPRESS TRS	AMEX-APR 25 CODE	25-APR	$0.77
286909	07/31/2025	AMERICAN EXPRESS TRS	AMEX-APR 25 LIBRARIES	25-APR	$15.97
286909	07/31/2025	AMERICAN EXPRESS TRS	AMEX-JUN 25 CODE	25-JUN	$17.46
286909	07/31/2025	AMERICAN EXPRESS TRS	AMEX-JUN 25 LIBRARIES	25-JUN	$2.37
286909	07/31/2025	AMERICAN EXPRESS TRS	AMEX-MAY 25 CODE	25-MAY	$0.77
286909	07/31/2025	AMERICAN EXPRESS TRS	AMEX-MAY 25 LIBRARIES	25-MAY	$6.45
286909	07/31/2025	AMERICAN EXPRESS TRS	AMEX-MAY 25 LIBRARIES	MAY-25	$0.64
286910	07/31/2025	BANK OF AMERICA	ANALYSIS FEE 4/25	25040011263	$784.14
286910	07/31/2025	BANK OF AMERICA	ANALYSIS FEE 5/25	25050011215	$782.03
286910	07/31/2025	BANK OF AMERICA	ANALYSIS FEE 6/25	25060011242	$795.55
286912	07/31/2025	BANK OF AMERICA MERCHANT SERVICES	03345540738886 2/25	REMI1708607	$8.73
286912	07/31/2025	BANK OF AMERICA MERCHANT SERVICES	03345540738886 3/25	REMI1709096	$16.38
286912	07/31/2025	BANK OF AMERICA MERCHANT SERVICES	03345540738886 4/25	REMI1709515	$15.20
286912	07/31/2025	BANK OF AMERICA MERCHANT SERVICES	03345540738886 5/25	REMI1709912	$20.01
286912	07/31/2025	BANK OF AMERICA MERCHANT SERVICES	03345540738886 6/25	REMI1710231	$15.02
286912	07/31/2025	BANK OF AMERICA MERCHANT SERVICES	03345540740882 2/25	REMI1708478	$9.19
286912	07/31/2025	BANK OF AMERICA MERCHANT SERVICES	03345540740882 3/25	REMI1708968	$14.88
286912	07/31/2025	BANK OF AMERICA MERCHANT SERVICES	03345540740882 4/25	REMI1709388	$15.94
286912	07/31/2025	BANK OF AMERICA MERCHANT SERVICES	03345540740882 5/25	REMI1709787	$15.55
286912	07/31/2025	BANK OF AMERICA MERCHANT SERVICES	03345540740882 6/25	REMI1710298	$16.72
286912	07/31/2025	BANK OF AMERICA MERCHANT SERVICES	03345540741880 2/25	REMI1708479	$19.60
286912	07/31/2025	BANK OF AMERICA MERCHANT SERVICES	03345540741880 3/25	REMI1708969	$27.93

Board of County Commissioners Checks Issued

Check Number	Check Date	Vendor Name	Transaction Description	Invoice Number	Transaction Amount
286912	07/31/2025	BANK OF AMERICA MERCHANT SERVICES	03345540741880 4/25	REMI1709389	$19.35
286912	07/31/2025	BANK OF AMERICA MERCHANT SERVICES	03345540741880 5/25	REMI1709788	$24.50
286912	07/31/2025	BANK OF AMERICA MERCHANT SERVICES	03345540741880 6/25	REMI1710299	$24.34
286912	07/31/2025	BANK OF AMERICA MERCHANT SERVICES	03345540742888 3/25	REMI1708970	$5.04
286912	07/31/2025	BANK OF AMERICA MERCHANT SERVICES	03345540742888 4/25	REMI1709390	$5.56
286912	07/31/2025	BANK OF AMERICA MERCHANT SERVICES	03345540742888 5/25	REMI1709789	$7.96
286912	07/31/2025	BANK OF AMERICA MERCHANT SERVICES	03345540742888 6/25	REMI1710300	$4.75
286912	07/31/2025	BANK OF AMERICA MERCHANT SERVICES	03345566917885 2/25	REMI1708488	$101.36
286912	07/31/2025	BANK OF AMERICA MERCHANT SERVICES	03345566917885 3/25	REMI1708979	$132.27
286912	07/31/2025	BANK OF AMERICA MERCHANT SERVICES	03345566917885 4/25	REMI1709399	$118.19
286912	07/31/2025	BANK OF AMERICA MERCHANT SERVICES	03345566917885 5/25	REMI1709798	$105.35
286912	07/31/2025	BANK OF AMERICA MERCHANT SERVICES	03345566917885 6/25	REMI1710309	$138.46
286912	07/31/2025	BANK OF AMERICA MERCHANT SERVICES	03372370780887 2/25	REMI1708568	$3.30
286912	07/31/2025	BANK OF AMERICA MERCHANT SERVICES	03372370780887 3/25	REMI1709057	$2.93
286912	07/31/2025	BANK OF AMERICA MERCHANT SERVICES	03372370780887 4/25	REMI1709474	$116.14
286912	07/31/2025	BANK OF AMERICA MERCHANT SERVICES	03372370780887 5/25	REMI1709871	$7.75
286912	07/31/2025	BANK OF AMERICA MERCHANT SERVICES	03372370780887 6/25	REMI1710380	$3.69
286912	07/31/2025	BANK OF AMERICA MERCHANT SERVICES	03372411664884 2/25	REMI1708570	$28,949.27
286912	07/31/2025	BANK OF AMERICA MERCHANT SERVICES	03372411664884 3/25	REMI1709059	$27,586.01
286912	07/31/2025	BANK OF AMERICA MERCHANT SERVICES	03372411664884 4/25	REMI1709476	$45,235.02
286912	07/31/2025	BANK OF AMERICA MERCHANT SERVICES	03372411664884 5/25	REMI1709873	$30,641.78
286912	07/31/2025	BANK OF AMERICA MERCHANT SERVICES	03372411664884 6/25	REMI1710382	$38,367.39
286912	07/31/2025	BANK OF AMERICA MERCHANT SERVICES	03372741555885 2/25	REMI1708607	$318.25
286912	07/31/2025	BANK OF AMERICA MERCHANT SERVICES	03372741555885 3/25	REMI1709096	$1,157.23
286912	07/31/2025	BANK OF AMERICA MERCHANT SERVICES	03372741555885 4/25	REMI1709515	$978.89
286912	07/31/2025	BANK OF AMERICA MERCHANT SERVICES	03372741555885 5/25	REMI1709912	$986.14
286912	07/31/2025	BANK OF AMERICA MERCHANT SERVICES	03372741558885 6/25	REMI1710231	$39.08
286912	07/31/2025	BANK OF AMERICA MERCHANT SERVICES	03372816232881 2/25	REMI1708583	$6.00
286913	07/31/2025	CAPITAL TITLE SOLUTIONS	25-089 FY22/23 BENNET	BENNETT A	$30,000.00
286914	07/31/2025	CHARLIES PLUMBING INC	PLUMBING MATERIALS AS NEE	153775	$19.97
286914	07/31/2025	CHARLIES PLUMBING INC	PLUMBING MATERIALS AS NEE	154011	$25.80
286914	07/31/2025	CHARLIES PLUMBING INC	REGULAR LABOR HRS. ON PLU	153775	$120.00
286914	07/31/2025	CHARLIES PLUMBING INC	REGULAR LABOR HRS. ON PLU	154011	$480.00
286915	07/31/2025	CHRISTOPHER RODEO	EE 11497 DD	11497	$583.79
286916	07/31/2025	CIGNA	01/23/24 VN	24-9259R	$271.92
286917	07/31/2025	CIT BANK NA	7/10-8/09/25 CPR LSE	47469336	$128.23
286917	07/31/2025	CIT BANK NA	COLOR COPIES @0.4533 EACH	47469336	$16.85
286917	07/31/2025	CIT BANK NA	COPIES BLACK & WHITE COPI	47469336	$5.23
286918	07/31/2025	CITRUS COUNTY FIRE RESCUE	FIREFIGHTER COURSE	2025-48	$4,030.00
286919	07/31/2025	CITY ELECTRIC SUPPLY CO	SIGNAL MATERIALS	BRV-192259	$456.48
286919	07/31/2025	CITY ELECTRIC SUPPLY CO	SIGNAL MATERIALS	BRV-192517	$186.56
286920	07/31/2025	COMFORT CONTROL SPECIALISTS INC	2025-079 FY22/23 GREG	GREGORY R	$8,344.00

Board of County Commissioners Checks Issued

Check Number	Check Date	Vendor Name	Transaction Description	Invoice Number	Transaction Amount
286921	07/31/2025	COMMERCIAL LEASING AND SALES	OVERCHARGE REFUND	1470796	$75.00
286922	07/31/2025	CUMMINS INC	OUTSIDE REPAIRS AS NEEDED	B5-250649505	$1,902.18
286923	07/31/2025	DIVISION OF ADMINISTRATIVE HEARINGS	DOAH HEARING	7490A	$3,392.83
286924	07/31/2025	DUKE ENERGY	9100 4459 7374	44597374I5	$405.52
286924	07/31/2025	DUKE ENERGY	9100 8511 2197	8511219 7I5	$64.87
286924	07/31/2025	DUKE ENERGY	9100 8511 4511	8511451 1I5	$696.37
286924	07/31/2025	DUKE ENERGY	9100 8551 9873	8551987 3I5	$53.53
286924	07/31/2025	DUKE ENERGY	9100 8552 0058	8552005 8I5	$30.80
286924	07/31/2025	DUKE ENERGY	9100 8552 1421	8552142 1I5	$431.17
286924	07/31/2025	DUKE ENERGY	9100 8601 4273	8601427 3J5	$95.76
286924	07/31/2025	DUKE ENERGY	9100 8601 4447	8601444 7J5	$60.23
286924	07/31/2025	DUKE ENERGY	9100 8815 7407	8815740 7I5	$254.78
286924	07/31/2025	DUKE ENERGY	9100 8819 2038	8819203 8I5	$1,404.49
286924	07/31/2025	DUKE ENERGY	9100 9560 1897	9560189 7J5	$4.64
286925	07/31/2025	ERNEST NORMAN	KEY DEPOSIT REFUND	20825	$300.00
286926	07/31/2025	FIFTH JUDICIAL CIRCUIT	GRANT OPIOID ABUSE SETTLE	7-16-25	$62,250.00
286927	07/31/2025	FIRE-DEX GW LLC	ADVANCED CLEANING - COAT	1-3080	$343.40
286927	07/31/2025	FIRE-DEX GW LLC	ADVANCED INSPECTION - COA	1-3080	$303.00
286927	07/31/2025	FIRE-DEX GW LLC	REPAIRS OF COAT & PANT AS	1-3080	$3,401.72
286928	07/31/2025	FLORIDA CLINICAL PRACTICE ASSOC INC	6/25 FORENSIC EVALS	71825-1	$4,200.00
286929	07/31/2025	FORTILINE INC	WATERLINES MATERIALS, PAR	6966969	$2,818.98
286930	07/31/2025	GAMCO PROPERTIES III INC	MOWING, SPRING HILL RESID	39467112402	$6,200.00
286931	07/31/2025	GROUP C MEDIA INC	11/25 TRD SHOW SPNSOR	BFX1111	$14,920.00
286932	07/31/2025	GROWDON & ASSOCIATES PLLC	BARCLAY AVE ROW	CR062502TGG	$2,000.00
286933	07/31/2025	GULFSTREAM CUSTOM HOMES INC	VARIANCE REFUND	1506040	$100.00
286934	07/31/2025	HERNANDO COUNTY CLERK OF CIRCUIT	2025-CA-708 BILL#130	130	$847.50
286935	07/31/2025	HERNANDO COUNTY UTILITIES DEPT	C602104-00	C60210400J5	$1,022.46
286935	07/31/2025	HERNANDO COUNTY UTILITIES DEPT	C811994-00	C81199400J5	$341.27
286935	07/31/2025	HERNANDO COUNTY UTILITIES DEPT	NW00002-00	NW0000200J5	$264.96
286935	07/31/2025	HERNANDO COUNTY UTILITIES DEPT	NW00003-00	NW0000300J5	$1,383.88
286935	07/31/2025	HERNANDO COUNTY UTILITIES DEPT	WV00047-00	WV0004700J5	$29.25
286935	07/31/2025	HERNANDO COUNTY UTILITIES DEPT	XX00609-00	XX0060900J5	$339.20
286936	07/31/2025	ILLINOIS DEPARTMENT OF REVENUE	DED:041 TAX LEVY	PAY565P	$113.58
286937	07/31/2025	KENYON & PARTNERS INC	HVAC SERVICE - PROVIDE LA	21251	$22,397.20
286938	07/31/2025	LASER AIR CONDITIONING	25-078 FY22/23 BLOC	BLOCK RICHAR	$7,770.00
286939	07/31/2025	MARION COUNTY BOCC	4TH QTR MED EXAMINER	JUL-SEP 25	$179,706.00
286940	07/31/2025	MIDWEST TAPE LLC	AUDIO/VISUAL MATERIALS PU	507311859	$40.48
286940	07/31/2025	MIDWEST TAPE LLC	AUDIO/VISUAL MATERIALS PU	507349666	$44.99
286940	07/31/2025	MIDWEST TAPE LLC	HOOPLA ACCESS & PRODUCTS	507097159	$27.50
286940	07/31/2025	MIDWEST TAPE LLC	HOOPLA ACCESS & PRODUCTS	507398319	$11,943.66
286941	07/31/2025	NALC HEALTH BENEFIT PLAN	10/24/24 JZ	24-118648	$109.03

Board of County Commissioners Checks Issued

Check Number	Check Date	Vendor Name	Transaction Description	Invoice Number	Transaction Amount
286942	07/31/2025	NATURE COAST IRRIGATION INC	6/25 IRRIGATION INSP	12369	$110.00
286942	07/31/2025	NATURE COAST IRRIGATION INC	6/25 IRRIGATION INSP	12370	$95.00
286942	07/31/2025	NATURE COAST IRRIGATION INC	6/25 IRRIGATION INSP	12371	$95.00
286942	07/31/2025	NATURE COAST IRRIGATION INC	IRRIGATION REPAIR	12370	$49.00
286943	07/31/2025	ODYSSEY MANUFACTURING CO	CHLORINE LIQUID, CHLORINE	88868	$4,112.50
286943	07/31/2025	ODYSSEY MANUFACTURING CO	CHLORINE LIQUID, CHLORINE	89038	$787.50
286944	07/31/2025	OVERPAYMENT RECOVERY RECEIPTS	08/27/24 CB	24-96969	$485.85
286944	07/31/2025	OVERPAYMENT RECOVERY RECEIPTS	10/02/24 AM	24-110663	$999.40
286944	07/31/2025	OVERPAYMENT RECOVERY RECEIPTS	11/10/24 BE	24-123902	$102.71
286944	07/31/2025	OVERPAYMENT RECOVERY RECEIPTS	12/12/23 NR	23-113916	$109.05
286944	07/31/2025	OVERPAYMENT RECOVERY RECEIPTS	12/15/23 JP	23-117236	$264.68
286945	07/31/2025	PDQ.COM CORPORATION	DEPLOY & INVENTORY	PDQ-55341	$187.43
286946	07/31/2025	PINECREST FUNERAL CHAPEL	06/20/25 PO	2174-2025	$650.00
286947	07/31/2025	PROPERTY SERVICES GC	25-090 FY 22/23 LUKOW	LUKOWIAK M	$20,612.50
286948	07/31/2025	RICHARD L BIELE	REISSUE CK 285307	BK00528-05R	$68.56
286949	07/31/2025	ROLFE AND LOBELLO PA	DED: ROLFE & LOBELLO	PAY565P	$100.00
286950	07/31/2025	SAN ANTONIO LUMBER COMPANY INC	24 PALLETS OF RIP RAP WIT	2506-640918	$2,604.00
286951	07/31/2025	SHAMROCK ENVIRONMENTAL CORPORATION	DISPOSAL AND TRANSPORTATI	426048	$4,484.77
286951	07/31/2025	SHAMROCK ENVIRONMENTAL CORPORATION	DISPOSAL AND TRANSPORTATI	426053	$5,979.54
286951	07/31/2025	SHAMROCK ENVIRONMENTAL CORPORATION	DISPOSAL AND TRANSPORTATI	426541	$11,816.25
286951	07/31/2025	SHAMROCK ENVIRONMENTAL CORPORATION	DISPOSAL AND TRANSPORTATI	428623	$10,362.42
286951	07/31/2025	SHAMROCK ENVIRONMENTAL CORPORATION	DISPOSAL AND TRANSPORTATI	428624	$23,411.93
286952	07/31/2025	SOUTHEAST TITLE INSURANCE	25-094 FY 22/23 RICHA	RICHARDSON T	$20,000.00
286953	07/31/2025	STEVEN SOHN	OVERCHARGE REFUND	1466522	$75.00
286954	07/31/2025	SUMMIT SAFETY LLC	ROAD AND HIGHWAY SUPPLIES	INV004463	$249.45
286955	07/31/2025	TAMPA SPRING CO	OUTSIDE REPAIRS AS NEEDED	179152	$1,252.26
286956	07/31/2025	THOMPSON SAFETY LLC	FIRE EXTINGUISHER AND RAN	TPAINU000299	$300.00
286957	07/31/2025	TONOAH A HART	MOW/EDGE-PECK SINK	242511	$1,500.00
286957	07/31/2025	TONOAH A HART	MOW-EDGE-CYP LAKES	242511	$200.00
286957	07/31/2025	TONOAH A HART	MOW-EDGE-FICK HAMMOCK	242511	$250.00
286957	07/31/2025	TONOAH A HART	MOW-EDGE-LK TOWNSEND	242511	$350.00
286958	07/31/2025	TOP LINE RECREATION INC	MULCH FOR ROGERS PARK (LO	4335	$9,059.20
286958	07/31/2025	TOP LINE RECREATION INC	ROGERS PARK PLAYGROUND RE	4326	$11,951.22
286959	07/31/2025	UNIVERSITY OF FLORIDA	SOIL TESTING 07/10/25	7-10-25	$70.00
286960	07/31/2025	VESTIS SERVICES LLC	CLOTHING, APPAREAL & UNIF	5630703738	$45.72
286960	07/31/2025	VESTIS SERVICES LLC	CLOTHING, APPAREAL & UNIF	5630708066	$45.72
286960	07/31/2025	VESTIS SERVICES LLC	RELATED PRODUCTS AND	5630703738	$27.34

Board of County Commissioners Checks Issued

Check Number	Check Date	Vendor Name	Transaction Description	Invoice Number	Transaction Amount
			SERV		
286960	07/31/2025	VESTIS SERVICES LLC	RELATED PRODUCTS AND SERV	5630708066	$27.34
286960	07/31/2025	VESTIS SERVICES LLC	WASTEWATER UNIFORM SERVIC	5630707120	$112.13
286960	07/31/2025	VESTIS SERVICES LLC	WATER UNIFORM SERVICES: S	5630702822	$14.69
286960	07/31/2025	VESTIS SERVICES LLC	WATER UNIFORM SERVICES: S	5630707120	$91.75
286961	07/31/2025	W W GRAINGER INC	OPERATING SUPPLIES,	9561027930	$361.60
286961	07/31/2025	W W GRAINGER INC	SMALL TOOLS	9561027930	$134.35
286961	07/31/2025	W W GRAINGER INC	SUPPLIES, JANITORIAL, ORD	9569758866	$26.65
286962	07/31/2025	WANNEMACHER JENSEN ARCHITECTS INC	DESIGN & CONSTRUCTION MON	24021.09	$4,221.34
286963	07/31/2025	WELLS FARGO FINANCIAL / TOSHIBA	5/25-6/25 COPIES	5034908037	$31.67
286963	07/31/2025	WELLS FARGO FINANCIAL / TOSHIBA	7/14-8/13/25 CPR LE	5034908037	$122.48
286963	07/31/2025	WELLS FARGO FINANCIAL / TOSHIBA	7/19-8/18/25 CPR LE	5035153262	$128.23
286967	07/31/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1307111	1307111I5	$1,055.52
286967	07/31/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1307114	1307114J5	$888.72
286967	07/31/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832481	1832481I5	$703.01
286967	07/31/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832749	1832749I5	$41.14
286967	07/31/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832757	1832757I5	$98.16
286967	07/31/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832776	1832776I5	$43.07
286967	07/31/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832780	1832780J5	$2,200.51
286967	07/31/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832781	1832781J5	$2,245.66
286967	07/31/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832787	1832787I5	$40.92
286967	07/31/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832788	1832788I5	$40.59
286967	07/31/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832808	1832808I5	$61.25
286967	07/31/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832815	1832815I5	$533.24
286967	07/31/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832816	1832816I5	$504.40
286967	07/31/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832817	1832817I5	$486.02
286967	07/31/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832818	1832818I5	$563.27
286967	07/31/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832819	1832819I5	$314.62
286967	07/31/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832840	1832840I5	$13,784.40
286967	07/31/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832845	1832845I5	$78.99
286967	07/31/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832848	1832848I5	$78.79
286967	07/31/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832855	1832855I5	$40.16
286967	07/31/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832856	1832856I5	$208.70
286967	07/31/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832857	1832857I5	$465.39
286967	07/31/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832859	1832859I5	$76.52
286967	07/31/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832879	1832879I5	$30.56
286967	07/31/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949883	1949883I5	$94.72
286967	07/31/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949884	1949884I5	$53.29
286967	07/31/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949885	1949885I5	$50.16
286967	07/31/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949888	1949888I5	$621.14

Board of County Commissioners Checks Issued

Check Number	Check Date	Vendor Name	Transaction Description	Invoice Number	Transaction Amount
286967	07/31/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949890	1949890I5	$220.38
286967	07/31/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949900	1949900I5	$59.74
286967	07/31/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949901	1949901I5	$2,152.16
286967	07/31/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949903	1949903I5	$1,864.88
286967	07/31/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949904	1949904I5	$73.84
286967	07/31/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949905	1949905I5	$267.07
286967	07/31/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949908	1949908I5	$245.98
286967	07/31/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949909	1949909I5	$87.40
286967	07/31/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949913	1949913I5	$238.13
286967	07/31/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949918	1949918I5	$44.57
286967	07/31/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949919	1949919I5	$47.06
286967	07/31/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949920	1949920I5	$238.45
286967	07/31/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949922	1949922I5	$56.19
286967	07/31/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949923	1949923I5	$109.13
286967	07/31/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949924	1949924I5	$48.87
286967	07/31/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949925	1949925I5	$20.16
286967	07/31/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949926	1949926I5	$150.02
286967	07/31/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949928	1949928I5	$55.33
286967	07/31/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949931	1949931I5	$93.10
286967	07/31/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949932	1949932I5	$54.05
286967	07/31/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949935	1949935I5	$46.94
286967	07/31/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949936	1949936I5	$1,372.86
286967	07/31/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949940	1949940I5	$41.88
286967	07/31/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949957	1949957I5	$40.16
286967	07/31/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949958	1949958I5	$1,791.63
286967	07/31/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949959	1949959I5	$8,841.28
286967	07/31/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949963	1949963I5	$43.07
286967	07/31/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949966	1949966I5	$48.34
286967	07/31/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949967	1949967I5	$53.51
286967	07/31/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949969	1949969I5	$52.97
286967	07/31/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949980	1949980J5	$6,477.07
286967	07/31/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949981	1949981I5	$8,117.65
286967	07/31/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949982	1949982I5	$9,229.98
286967	07/31/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949988	1949988I5	$160.12
286967	07/31/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2036446	2036446I5	$85.57
286967	07/31/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2067575	2067575I5	$95.14
286967	07/31/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2133301	2133301J5	$284.93
286967	07/31/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2143953	2143953I5	$40.16
286967	07/31/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2192441	2192441J5	$335.56
286967	07/31/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2197363	2197363I5	$63.29
286967	07/31/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2210486	2210486I5	$89.43
286967	07/31/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2214291	2214291J5	$102.70

Board of County Commissioners Checks Issued

Check Number	Check Date	Vendor Name	Transaction Description	Invoice Number	Transaction Amount
286967	07/31/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2248562	2248562I5	$148.61
286967	07/31/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2263878	2263878I5	$740.67
286967	07/31/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2279839	2279839J5	$1,772.96
EFT6000	07/28/2025	CIGNA	HLTH INS CLAIMS 07-25-25	FUNDING07-25	$444,854.24
EFT6001	07/29/2025	EXPERT PAY-VOID-VOID-VOID	DED: 024	PAY2565	$3,400.46
EFT6001	07/29/2025	EXPERT PAY-VOID-VOID-VOID	PAYMENT FEE	PAY2565	$25.50
EFT6002	07/29/2025	NATIONWIDE-VOID-VOID-VOID	DED: 109	PAY2565	$8,209.92
EFT6003	07/29/2025	NATIONWIDE-VOID-VOID-VOID	DED: 111	PAY2565	$25,315.81
EFT6004	07/29/2025	NATIONWIDE-VOID-VOID-VOID	DED: 119	PAY2565	$287.52
EFT6005	07/29/2025	EFTPS-VOID-VOID-VOID	DED: FEDERAL	PAY2565	$201,457.00
EFT6005	07/29/2025	EFTPS-VOID-VOID-VOID	DED: FICA	PAY2565	$272,501.72
EFT6005	07/29/2025	EFTPS-VOID-VOID-VOID	DED: MEDICARE	PAY2565	$63,729.86
V528726	07/31/2025	ADVANCED ENVIRONMENTAL LABS INC	WASTEWATER LABORATORY TES	859085	$98.00
V528726	07/31/2025	ADVANCED ENVIRONMENTAL LABS INC	WASTEWATER LABORATORY TES	859087	$88.00
V528726	07/31/2025	ADVANCED ENVIRONMENTAL LABS INC	WASTEWATER LABORATORY TES	859095	$88.00
V528726	07/31/2025	ADVANCED ENVIRONMENTAL LABS INC	WASTEWATER LABORATORY TES	859097	$88.00
V528726	07/31/2025	ADVANCED ENVIRONMENTAL LABS INC	WASTEWATER LABORATORY TES	859191	$88.00
V528726	07/31/2025	ADVANCED ENVIRONMENTAL LABS INC	WASTEWATER LABORATORY TES	859192	$88.00
V528726	07/31/2025	ADVANCED ENVIRONMENTAL LABS INC	WASTEWATER LABORATORY TES	859193	$98.00
V528726	07/31/2025	ADVANCED ENVIRONMENTAL LABS INC	WASTEWATER LABORATORY TES	859195	$88.00
V528726	07/31/2025	ADVANCED ENVIRONMENTAL LABS INC	WASTEWATER LABORATORY TES	859352	$88.00
V528726	07/31/2025	ADVANCED ENVIRONMENTAL LABS INC	WASTEWATER LABORATORY TES	859353	$88.00
V528726	07/31/2025	ADVANCED ENVIRONMENTAL LABS INC	WASTEWATER LABORATORY TES	859354	$132.00
V528726	07/31/2025	ADVANCED ENVIRONMENTAL LABS INC	WASTEWATER LABORATORY TES	859356	$25.00
V528726	07/31/2025	ADVANCED ENVIRONMENTAL LABS INC	WASTEWATER LABORATORY TES	859358	$25.00
V528726	07/31/2025	ADVANCED ENVIRONMENTAL LABS INC	WASTEWATER LABORATORY TES	859359	$25.00
V528726	07/31/2025	ADVANCED ENVIRONMENTAL LABS INC	WASTEWATER LABORATORY TES	859360	$25.00
V528726	07/31/2025	ADVANCED ENVIRONMENTAL LABS INC	WASTEWATER LABORATORY TES	859363	$25.00
V528726	07/31/2025	ADVANCED ENVIRONMENTAL LABS INC	WASTEWATER LABORATORY TES	859577	$25.00
V528726	07/31/2025	ADVANCED ENVIRONMENTAL LABS INC	WASTEWATER LABORATORY TES	859580	$140.00

Board of County Commissioners Checks Issued

Check Number	Check Date	Vendor Name	Transaction Description	Invoice Number	Transaction Amount
V528726	07/31/2025	ADVANCED ENVIRONMENTAL LABS INC	WASTEWATER LABORATORY TES	859584	$88.00
V528726	07/31/2025	ADVANCED ENVIRONMENTAL LABS INC	WASTEWATER LABORATORY TES	859586	$25.00
V528726	07/31/2025	ADVANCED ENVIRONMENTAL LABS INC	WASTEWATER LABORATORY TES	859645	$25.00
V528726	07/31/2025	ADVANCED ENVIRONMENTAL LABS INC	WASTEWATER LABORATORY TES	859646	$25.00
V528726	07/31/2025	ADVANCED ENVIRONMENTAL LABS INC	WASTEWATER LABORATORY TES	859647	$25.00
V528726	07/31/2025	ADVANCED ENVIRONMENTAL LABS INC	WASTEWATER LABORATORY TES	860244	$88.00
V528726	07/31/2025	ADVANCED ENVIRONMENTAL LABS INC	WASTEWATER LABORATORY TES	860249	$25.00
V528726	07/31/2025	ADVANCED ENVIRONMENTAL LABS INC	WATER LABORATORY TESTING	859367	$168.00
V528726	07/31/2025	ADVANCED ENVIRONMENTAL LABS INC	WATER LABORATORY TESTING	859594	$288.00
V528726	07/31/2025	ADVANCED ENVIRONMENTAL LABS INC	WATER LABORATORY TESTING	859597	$144.00
V528726	07/31/2025	ADVANCED ENVIRONMENTAL LABS INC	WATER LABORATORY TESTING	860259	$72.00
V528726	07/31/2025	ADVANCED ENVIRONMENTAL LABS INC	WATER LABORATORY TESTING	860419	$72.00
V528727	07/31/2025	ALAN JAY FORD LINCOLN MERCURY INC	FIRE, VEH ID# NEW	FSKE25335	$70,640.00
V528728	07/31/2025	ALL AMERICAN U-CART CONCRETE	CONCRETE READY MIX FOR DR	7-11-25	$412.50
V528728	07/31/2025	ALL AMERICAN U-CART CONCRETE	CONCRETE READY MIX FOR DR	7-17-25	$412.50
V528729	07/31/2025	ASPHALT PAVING SYSTEMS INC	ASPHALT CONCRETE TYPE SP-	212762	$234.90
V528730	07/31/2025	BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES ORDER AS	85848981	$202.28
V528731	07/31/2025	BURGESS & NIPLE INC	ENG SVC 7/24-12/24	1181073	$17,495.57
V528732	07/31/2025	CARAHSOFT TECHNOLOGY CORPORATION	OPENGOV CONTRACT DOCUMENT	IN1987875R	$9,971.95
V528733	07/31/2025	CORRECTCARE INTEGRATED HEALTH LLC	INMATE MED BILLING	HHS91	$424.56
V528734	07/31/2025	CROCKETTS TOWING LLC	TOWING SERVICES AS NEEDED	683117	$130.00
V528734	07/31/2025	CROCKETTS TOWING LLC	TOWING SERVICES AS NEEDED	683958	$295.00
V528734	07/31/2025	CROCKETTS TOWING LLC	TOWING SERVICES AS NEEDED	684392	$358.00
V528734	07/31/2025	CROCKETTS TOWING LLC	TOWING SERVICES AS NEEDED	685320	$235.00
V528734	07/31/2025	CROCKETTS TOWING LLC	TOWING SERVICES AS NEEDED	685459	$1,703.75
V528734	07/31/2025	CROCKETTS TOWING LLC	TOWING SERVICES AS NEEDED	685647	$281.00
V528735	07/31/2025	ESI ACQUISITION INC	WEBEOC SOFTWARE MAINTENAN	INVESI6796	$16,229.66
V528736	07/31/2025	FERGUSON ENTERPRISES LLC	BASES FOR WARRANTY METERS	2156820	$2,015.00
V528736	07/31/2025	FERGUSON ENTERPRISES LLC	BASES FOR WARRANTY METERS	2156820-1	$4,480.00
V528736	07/31/2025	FERGUSON ENTERPRISES LLC	BASES FOR WARRANTY METERS	2156820-2	$645.00
V528737	07/31/2025	HC WORKERS COMPENSATION FUND	DED:302 WKRCMP7380	PAY565P	$52.04
V528737	07/31/2025	HC WORKERS COMPENSATION FUND	DED:303 WKRCMP5509	PAY565P	$7,837.94
V528737	07/31/2025	HC WORKERS COMPENSATION FUND	DED:304 WKRCMP6836	PAY565P	$193.92
V528737	07/31/2025	HC WORKERS COMPENSATION FUND	DED:306 WKRCMP7403	PAY565P	$241.39

Board of County Commissioners Checks Issued

Check Number	Check Date	Vendor Name	Transaction Description	Invoice Number	Transaction Amount
V528737	07/31/2025	HC WORKERS COMPENSATION FUND	DED:308 WRKCMP7520	PAY565P	$2,334.82
V528737	07/31/2025	HC WORKERS COMPENSATION FUND	DED:309 WKRCMP7580	PAY565P	$1,650.07
V528737	07/31/2025	HC WORKERS COMPENSATION FUND	DED:311 WKRCMP7704	PAY565M	$162.16
V528737	07/31/2025	HC WORKERS COMPENSATION FUND	DED:311 WKRCMP7704	PAY565P	$38,601.73
V528737	07/31/2025	HC WORKERS COMPENSATION FUND	DED:311 WKRCMP7704	PAY565V	($124.73)
V528737	07/31/2025	HC WORKERS COMPENSATION FUND	DED:313 WKRCMP8380	PAY565P	$545.27
V528737	07/31/2025	HC WORKERS COMPENSATION FUND	DED:314 WKRCMP8601	PAY565P	$229.34
V528737	07/31/2025	HC WORKERS COMPENSATION FUND	DED:315 WKCMP8810	PAY565P	$28.08
V528737	07/31/2025	HC WORKERS COMPENSATION FUND	DED:316 WKRCMP8810	PAY565P	$697.66
V528737	07/31/2025	HC WORKERS COMPENSATION FUND	DED:318 WKRCMP9015	PAY565P	$1,527.72
V528737	07/31/2025	HC WORKERS COMPENSATION FUND	DED:319 WKRCMP9102	PAY565P	$1,632.54
V528737	07/31/2025	HC WORKERS COMPENSATION FUND	DED:320 WKRCMP9402	PAY565P	$542.77
V528737	07/31/2025	HC WORKERS COMPENSATION FUND	DED:321 WKRCMP9410	PAY565P	$2,105.78
V528737	07/31/2025	HC WORKERS COMPENSATION FUND	DED:323 WKRCMP9403	PAY565P	$2,368.74
V528737	07/31/2025	HC WORKERS COMPENSATION FUND	DED:325 WKRCMP7610	PAY565P	$8.81
V528737	07/31/2025	HC WORKERS COMPENSATION FUND	DED:326 WKRCMP6325	PAY565P	$1,339.27
V528738	07/31/2025	HDR ENGINEERING INC	PROF SVC THRU 6/28/25	1200740214	$6,135.00
V528739	07/31/2025	HENRY SCHEIN INC	MEDICAL SUPPLIES ORDERED	43956270	$129.00
V528740	07/31/2025	HERNANDO COUNTY PROFESSIONAL	DED:175 UNION DUES	PAY565M	$27.50
V528740	07/31/2025	HERNANDO COUNTY PROFESSIONAL	DED:175 UNION DUES	PAY565P	$7,040.00
V528740	07/31/2025	HERNANDO COUNTY PROFESSIONAL	DED:175 UNION DUES	PAY565V	($27.50)
V528740	07/31/2025	HERNANDO COUNTY PROFESSIONAL	DED:180 CHARITY	PAY565P	$7.00
V528741	07/31/2025	HERNANDO COUNTY SHERIFFS OFFICE	CRIME PREV. MESS. ITE	68932	$3,637.50
V528741	07/31/2025	HERNANDO COUNTY SHERIFFS OFFICE	LEGAL REFUND NOT LETF	68932	($275.00)
V528742	07/31/2025	HERNANDO SEPTIC LLC	SUIP-10442 UPTON ST	1134	$7,500.00
V528742	07/31/2025	HERNANDO SEPTIC LLC	SUIP-9385 BENROCK RD	1133	$7,500.00
V528743	07/31/2025	INFORMA MEDIA INC	MROAMERICAS 26 TRDSHW	10585021090A	$6,080.00
V528743	07/31/2025	INFORMA MEDIA INC	MROAMERICAS 26 TRDSHW	10585021090B	$6,080.00
V528744	07/31/2025	INTEGRITY RESOURCES STAFFING INC	1254 WE 05/11/25	13-33295	$1,809.85
V528744	07/31/2025	INTEGRITY RESOURCES STAFFING INC	1254 WE 05/18/25	13-33317	$2,339.88
V528744	07/31/2025	INTEGRITY RESOURCES STAFFING INC	1254 WE 05/25/25	13-33341	$3,794.22
V528744	07/31/2025	INTEGRITY RESOURCES STAFFING INC	1254 WE 06/01/25	13-33366	$3,632.63
V528744	07/31/2025	INTEGRITY RESOURCES STAFFING INC	1254 WE 06/08/25	13-33391	$4,621.59
V528744	07/31/2025	INTEGRITY RESOURCES STAFFING INC	1254 WE 06/15/25	13-33414	$4,330.72
V528744	07/31/2025	INTEGRITY RESOURCES STAFFING INC	1254 WE 06/22/25	13-33437	$3,490.43
V528744	07/31/2025	INTEGRITY RESOURCES STAFFING INC	1254 WE 06/29/25	13-33460	$2,495.01
V528744	07/31/2025	INTEGRITY RESOURCES STAFFING INC	1254 WE 07/06/25	13-33483	$1,809.85
V528744	07/31/2025	INTEGRITY RESOURCES STAFFING INC	1254 WE 07/13/25	13-33511	$2,436.83
V528744	07/31/2025	INTEGRITY RESOURCES STAFFING INC	360 WE 07/13/25	13-33514	$1,189.56
V528745	07/31/2025	KENNETH WARNSTADT ESQ	06/11 SPEC MSTR HEAR	7-22-2025	$490.00
V528745	07/31/2025	KENNETH WARNSTADT ESQ	07/16 SPEC MSTR HEAR	7-22-25	$560.00
V528746	07/31/2025	KIMLEY-HORN AND ASSOCIATES INC	HERNADO COUNTY PARKS &	488320040625	$6,054.50

Board of County Commissioners Checks Issued

Check Number	Check Date	Vendor Name	Transaction Description	Invoice Number	Transaction Amount
			RE		
V528746	07/31/2025	KIMLEY-HORN AND ASSOCIATES INC	HERNANDO COUNTY PARKS & R	488320040625	$3,248.75
V528747	07/31/2025	LIFE INS COMPANY OF THE SOUTHWEST	DED:127 LSW - PRE	PAY565P	$698.50
V528747	07/31/2025	LIFE INS COMPANY OF THE SOUTHWEST	DED:128 LSW-POST	PAY565P	$50.00
V528748	07/31/2025	MES SERVICE COMPANY LLC	BLACK DIAMOND X2 LEATHER	IN2302630	$1,420.00
V528749	07/31/2025	MESTAS POOLS AND OUTDOOR LIVING LLC	COMPREHENSIVE MAINTENANCE	1899	$2,049.00
V528751	07/31/2025	MILLER BROS GIANT TIRE SERVICE INC	TIRE, REPAIR AND REPLACE,	10059256	$1,696.45
V528751	07/31/2025	MILLER BROS GIANT TIRE SERVICE INC	TIRES, PURCHASE & REPAIRS	10059177	$231.85
V528751	07/31/2025	MILLER BROS GIANT TIRE SERVICE INC	TIRES, PURCHASE & REPAIRS	10059180	$644.40
V528751	07/31/2025	MILLER BROS GIANT TIRE SERVICE INC	TIRES, PURCHASE & REPAIRS	10059185	$208.00
V528751	07/31/2025	MILLER BROS GIANT TIRE SERVICE INC	TIRES, PURCHASE & REPAIRS	10059193	$1,057.00
V528751	07/31/2025	MILLER BROS GIANT TIRE SERVICE INC	TIRES, PURCHASE & REPAIRS	10059201	$89.10
V528751	07/31/2025	MILLER BROS GIANT TIRE SERVICE INC	TIRES, PURCHASE & REPAIRS	10059221	$877.96
V528751	07/31/2025	MILLER BROS GIANT TIRE SERVICE INC	TIRES, PURCHASE & REPAIRS	10059226	$463.75
V528751	07/31/2025	MILLER BROS GIANT TIRE SERVICE INC	TIRES, PURCHASE & REPAIRS	10059231	($100.00)
V528751	07/31/2025	MILLER BROS GIANT TIRE SERVICE INC	TIRES, PURCHASE & REPAIRS	10059239	$288.52
V528751	07/31/2025	MILLER BROS GIANT TIRE SERVICE INC	TIRES, PURCHASE & REPAIRS	10059250	$113.00
V528751	07/31/2025	MILLER BROS GIANT TIRE SERVICE INC	TIRES, PURCHASE & REPAIRS	10059264	$241.22
V528751	07/31/2025	MILLER BROS GIANT TIRE SERVICE INC	TIRES, PURCHASE & REPAIRS	10059268	$793.40
V528751	07/31/2025	MILLER BROS GIANT TIRE SERVICE INC	TIRES, PURCHASE & REPAIRS	10059289	$100.04
V528751	07/31/2025	MILLER BROS GIANT TIRE SERVICE INC	TIRES, PURCHASE & REPAIRS	10059294	$528.50
V528751	07/31/2025	MILLER BROS GIANT TIRE SERVICE INC	TIRES, PURCHASE & REPAIRS	10059304	$1,399.92
V528751	07/31/2025	MILLER BROS GIANT TIRE SERVICE INC	TIRES, PURCHASE & REPAIRS	10059305	$123.32
V528751	07/31/2025	MILLER BROS GIANT TIRE SERVICE INC	TIRES, PURCHASE & REPAIRS	10059321	$31.70
V528751	07/31/2025	MILLER BROS GIANT TIRE SERVICE INC	TIRES, PURCHASE & REPAIRS	10059326	$119.32
V528751	07/31/2025	MILLER BROS GIANT TIRE SERVICE INC	TIRES, PURCHASE & REPAIRS	10059344	$131.30
V528751	07/31/2025	MILLER BROS GIANT TIRE SERVICE INC	TIRES, PURCHASE & REPAIRS	10059346	$327.50
V528751	07/31/2025	MILLER BROS GIANT TIRE SERVICE INC	TIRES, PURCHASE & REPAIRS	10059348	$156.86
V528751	07/31/2025	MILLER BROS GIANT TIRE SERVICE INC	TIRES, PURCHASE & REPAIRS	10059350	$305.96
V528751	07/31/2025	MILLER BROS GIANT TIRE SERVICE INC	TIRES, PURCHASE & REPAIRS	10059352	$3,411.92
V528751	07/31/2025	MILLER BROS GIANT TIRE SERVICE INC	TIRES, PURCHASE & REPAIRS	10059358	($50.00)
V528751	07/31/2025	MILLER BROS GIANT TIRE SERVICE INC	TIRES, PURCHASE & REPAIRS	10059371	$137.98
V528752	07/31/2025	OPERATION PAR INC	254351 121222-011723	6/17/2025	$520.00
V528753	07/31/2025	PALMDALE OIL COMPANY LLC	FLEET SITE - DIESEL/UNLEA	SI-62894	$5,062.58
V528753	07/31/2025	PALMDALE OIL COMPANY LLC	FLEET SITE - DIESEL/UNLEA	SI-62895	$13,056.91
V528753	07/31/2025	PALMDALE OIL COMPANY LLC	FUEL, DIESEL CONTRACT PO	SI-44391	$2,862.50
V528753	07/31/2025	PALMDALE OIL COMPANY LLC	FUEL, DIESEL CONTRACT PO	SI-63703	$6,121.35
V528753	07/31/2025	PALMDALE OIL COMPANY LLC	WISCON SITE - DIESEL/UNLE	SI-63704	$6,863.01
V528754	07/31/2025	PASCO CO BOARD OF CO COMMISSIONERS	FY25 Q3 EMS BILLING	Q3 FY25	$179,441.59
V528755	07/31/2025	PROTECH ROOFING SERVICES LLC	INSTALL 16FT ROLL GATE TO	4704-1951	$2,700.00

Board of County Commissioners Checks Issued

Check Number	Check Date	Vendor Name	Transaction Description	Invoice Number	Transaction Amount
V528755	07/31/2025	PROTECH ROOFING SERVICES LLC	INSTALL 5FT MAN SWING GAT	4704-1951	$1,600.00
V528755	07/31/2025	PROTECH ROOFING SERVICES LLC	INSTALL 6 FT FENCE ON PRO	4704-1951	$17,050.00
V528755	07/31/2025	PROTECH ROOFING SERVICES LLC	INSTALL 8FT SWING GATE ON	4704-1951	$2,000.00
V528755	07/31/2025	PROTECH ROOFING SERVICES LLC	PREP AND PREPARE SITE FOR	4704-1951	$2,500.00
V528755	07/31/2025	PROTECH ROOFING SERVICES LLC	TWO POSTS IN FRONT ENTRAN	4704-1951	$2,000.00
V528756	07/31/2025	RAFTELIS FINANCIAL CONSULTANTS INC	PROF SVC 06/25	40840	$3,157.00
V528757	07/31/2025	REDWIRE LLC	5/25 MONITORING	589776	$201.50
V528757	07/31/2025	REDWIRE LLC	6/25 MONITORING	594313	$201.50
V528757	07/31/2025	REDWIRE LLC	7/25 MONITORING	599137	$201.50
V528757	07/31/2025	REDWIRE LLC	SERVICE CALL FOR FAILED H	599858	$112.50
V528757	07/31/2025	REDWIRE LLC	SERVICES FOR ANNUAL FIRE	591204	$250.00
V528758	07/31/2025	REPUBLIC SERVICES OF FLORIDA LP	307620014153 3857197	762003857197	$384.12
V528759	07/31/2025	SHI INTERNATIONAL CORP	1014784 S61489000	B19988286	$1,506.00
V528760	07/31/2025	SUNSHINE STATE ONE CALL OF FL INC	06/25 TICKET TRANS	PSINV1050695	$125.39
V528760	07/31/2025	SUNSHINE STATE ONE CALL OF FL INC	6/25 LINE LOCATES	PSINV1050481	$874.17
V528761	07/31/2025	TETRA TECH INC	FUNDS TO COVER OUTSTANDIN	52438218	$4,831.58
V528761	07/31/2025	TETRA TECH INC	FUNDS TO COVER OUTSTANDIN	52455419	$12,477.66
V528762	07/31/2025	TITAN CONSULTANTS & ENGINEERS LLC	24-TFG00704 PI HELENE	PAYREQ#2	$149,577.65
V528762	07/31/2025	TITAN CONSULTANTS & ENGINEERS LLC	24-TFG00704 RETAINAGE	PAYREQ#2	($7,478.89)
V528763	07/31/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	15-DAY COMPLETION MOWING	6316	$4,000.00
V528763	07/31/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	30-DAY COMPLETION MOWING	6316B	$16,000.00
V528763	07/31/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	4054 SHOAL LINE BLVD	6317	$103.00
V528763	07/31/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	4054 SHOAL LINE BLVD	6318	$103.00
V528763	07/31/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	7399 CLAYTON ROAD	6317	$257.50
V528763	07/31/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	7399 CLAYTON ROAD	6318	$257.50
V528763	07/31/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	ANDERSON SNOW DITCH	6317	$180.25
V528763	07/31/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	ANDERSON SNOW DITCH	6318	$180.25
V528763	07/31/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	ANDERSON SNOW PARK, 1360	6317	$603.89
V528763	07/31/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	ANDERSON SNOW PARK, 1360	6318	$603.89
V528763	07/31/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	BAYPORT PARK, 4140 CORTEZ	6317	$201.65
V528763	07/31/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	BAYPORT PARK, 4140 CORTEZ	6318	$201.65
V528763	07/31/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	DELTA WOODS PARK, 3400 DE	6317	$252.33
V528763	07/31/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	DELTA WOODS PARK, 3400 DE	6318	$252.33
V528763	07/31/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	ERNIE WEAVER, 19473 YOUTH	6317	$503.60
V528763	07/31/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	ERNIE WEAVER, 19473 YOUTH	6318	$503.60
V528763	07/31/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	HERNANDO BEACH BOAT RAMP,	6317	$150.98
V528763	07/31/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	HERNANDO BEACH BOAT RAMP,	6318	$150.98
V528763	07/31/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	HERNANDO VETERANS MEMORIA	6317	$150.98

Board of County Commissioners Checks Issued

Check Number	Check Date	Vendor Name	Transaction Description	Invoice Number	Transaction Amount
V528763	07/31/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	HERNANDO VETERANS MEMORIA	6318	$150.98
V528763	07/31/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	HILL N DALE PARK, 6460 BO	6317	$101.35
V528763	07/31/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	HILL N DALE PARK, 6460 BO	6318	$101.35
V528763	07/31/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	JENKINS CREEK, 6400 SHOAL	6317	$101.35
V528763	07/31/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	JENKINS CREEK, 6400 SHOAL	6318	$101.35
V528763	07/31/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	KENNEDY PARK, 1000 KENNED	6317	$201.65
V528763	07/31/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	KENNEDY PARK, 1000 KENNED	6318	$201.65
V528763	07/31/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	LAKE HOUSE INCLUDING WOOD	6317	$878.72
V528763	07/31/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	LAKE HOUSE INCLUDING WOOD	6318	$878.72
V528763	07/31/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	LAKE TOWNSEN BOAT RAMP, L	6317	$201.65
V528763	07/31/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	LAKE TOWNSEN BOAT RAMP, L	6318	$201.65
V528763	07/31/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	LAKE TOWNSEN REGIONAL PAR	6317	$252.33
V528763	07/31/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	LAKE TOWNSEN REGIONAL PAR	6318	$252.33
V528763	07/31/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	LINDA PEDERSEN PARK, 6300	6317	$252.33
V528763	07/31/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	LINDA PEDERSEN PARK, 6300	6318	$252.33
V528763	07/31/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	LONNIE COBURN PARK, 19340	6317	$101.35
V528763	07/31/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	LONNIE COBURN PARK, 19340	6318	$101.35
V528763	07/31/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	NOBLETON WAYSIDE PARK, 29	6317	$101.35
V528763	07/31/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	NOBLETON WAYSIDE PARK, 29	6318	$101.35
V528763	07/31/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	PARKS AND RECREATION MAIN	6317	$101.35
V528763	07/31/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	PARKS AND RECREATION MAIN	6318	$101.35
V528763	07/31/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	PIONEER PARK, 6799 PINEHU	6317	$201.65
V528763	07/31/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	PIONEER PARK, 6799 PINEHU	6318	$201.65
V528763	07/31/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	RIDGE MANOR COMMUNITY PAR	6317	$352.62
V528763	07/31/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	RIDGE MANOR COMMUNITY PAR	6318	$352.62
V528763	07/31/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	ROGERS PARK, 7244 SHOAL L	6317	$101.35
V528763	07/31/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	ROGERS PARK, 7244 SHOAL L	6318	$101.35
V528763	07/31/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	ROTARY CENTENNIAL DOG PAR	6317	$201.65
V528763	07/31/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	ROTARY CENTENNIAL DOG PAR	6318	$201.65
V528764	07/31/2025	VULCAN INC	SHEETING, REFLECTIVE, ORD	R62171	$459.00
V528765	07/31/2025	WEST FLORIDA AGGREGATES LLC	DRAINAGE	43666	$4,955.28
V528765	07/31/2025	WEST FLORIDA AGGREGATES LLC	FDOT COMPLIANT LIMEROCK S	43666	$9,462.36
V528766	07/31/2025	WHETSTONE OIL COMPANY INC	WATER OPERATIONS FUEL - D	386433	$1,335.49
Summary					**$2,608,171.40**

Note: If Vendor Name is "VOID-VOID-VOID", this signifies a payroll ACH Transaction
If Check Number begins with "EFT", this payment was processed electronically
If Check Number begins with "I", this payment was an internal payment within BCC departments

Board of County Commissioners Checks Issued

If Check Number begins with "V" this payment was an ACH payment to a Vendor electronically

Board of County Commissioners Checks Issued

Check Number	Check Date	Vendor Name	Transaction Description	Invoice Number	Transaction Amount
286968	08/08/2025	AIR MECHANICAL & SERVICE CORP	HVAC SERVICE - PROVIDE M	144178	$517.50
286968	08/08/2025	AIR MECHANICAL & SERVICE CORP	MATERIALS & M/U - 15%	144146	$7,952.25
286968	08/08/2025	AIR MECHANICAL & SERVICE CORP	PROFIT/MOBILIZATION & M/U	144146	$1,867.84
286968	08/08/2025	AIR MECHANICAL & SERVICE CORP	SERVICE TECH LABOR	144146	$4,500.00
286969	08/08/2025	ALAN'S ROOFING INC	REF 1506374	1506374	$160.36
286970	08/08/2025	ALL COAST ROOFING LLC	REF 1501950	1501950	$160.36
286972	08/08/2025	AT&T MOBILITY	287324856149 5/17	149X05252025	$10,278.51
286974	08/08/2025	AT&T MOBILITY	287324856149 6/17	149X06252025	$10,744.18
286976	08/08/2025	AT&T MOBILITY	287324856149 7/17	149X07252025	$10,755.43
286977	08/08/2025	AT&T MOBILITY	287322113725 7/17	725X07252025	$8,223.67
286978	08/08/2025	BROOKSVILLE MAIN STREET	7/25 JANITORIAL SVC	24-742	$130.00
286979	08/08/2025	CAROL DEBELL	11/09/24 CD	24-124648	$200.00
286980	08/08/2025	CENTURYLINK	311272835 06/16-07/15	31127283 5J5	$71.06
286981	08/08/2025	CHARLIES PLUMBING INC	PLUMBING MATERIALS AS NEE	153894	$30.00
286981	08/08/2025	CHARLIES PLUMBING INC	REGULAR LABOR HRS. ON PLU	153894	$120.00
286981	08/08/2025	CHARLIES PLUMBING INC	REGULAR LABOR HRS. ON PLU	154125	$80.00
286982	08/08/2025	CHARTER COMMUNICATIONS	169290201 7/21-8/20	169290201J5	$115.00
286983	08/08/2025	CHARTER COMMUNICATIONS	248545301 7/21-8/20	248545301K5	$269.99
286984	08/08/2025	CHARTER COMMUNICATIONS HOLDINGS LLC	40018772 0625 HCSO AD	880074937	$4,611.22
286985	08/08/2025	CIT BANK NA	7/10-8/09/25 CPR LSE	47469335	$113.90
286985	08/08/2025	CIT BANK NA	7/10-8/09/25 CPR LSE	47469337	$118.21
286985	08/08/2025	CIT BANK NA	COPIES, BLACK AND WHITE $	47469337	$46.17
286985	08/08/2025	CIT BANK NA	COPIES, COLOR COPIES $.04	47469337	$94.31
286986	08/08/2025	CITY ELECTRIC SUPPLY CO	SIGNAL MATERIALS	BRV-192465	$36.42
286986	08/08/2025	CITY ELECTRIC SUPPLY CO	SIGNAL MATERIALS	WB2-562746	$100.68
286987	08/08/2025	CITY OF BROOKSVILLE	1040640010-11	104064001 0J5	$387.63
286988	08/08/2025	COLLEGE OF CENTRAL FLORIDA	S INTIHAR-EMS SU25	7796H	$615.65
286989	08/08/2025	CONNIE M DROST	11/01/24 CD	24-121379	$150.00
286990	08/08/2025	CORE & MAIN LP	WATERLINES MATERIALS, PAR	X279868	$6,316.74
286991	08/08/2025	DANIEL E VAZQUEZ	REISSUE CK 286171	S902872-00R	$63.15
286992	08/08/2025	DAVIES CLAIMS NORTH AMERICA INC	7/25 BANK STATEMENT	8/2/2025	$38,655.68
286993	08/08/2025	DAY METAL PRODUCTS LLC	REPAIR SIGN MATERIALS	423	$98.33
286994	08/08/2025	DUKE ENERGY	9100 8502 2245	85022245J5	$1,121.02
286994	08/08/2025	DUKE ENERGY	9100 8502 2419	8502419J5	$41.07
286994	08/08/2025	DUKE ENERGY	9100 8506 9604	8506960 4J5	$71.47
286994	08/08/2025	DUKE ENERGY	9100 8507 0962	8507096 2J5	$424.70
286994	08/08/2025	DUKE ENERGY	9100 8552 1934	8552193 4J5	$65.74
286994	08/08/2025	DUKE ENERGY	9100 8552 2092	8552092J5	$153.28
286994	08/08/2025	DUKE ENERGY	9100 8605 5321	8605321J5	$88.07
286994	08/08/2025	DUKE ENERGY	9101 7087 5508	7087550 8J5	$11.77
286995	08/08/2025	EDWIN H KASPIROWICZ	10/15/24 PC	24-115278	$150.00

Board of County Commissioners Checks Issued

Check Number	Check Date	Vendor Name	Transaction Description	Invoice Number	Transaction Amount
286996	08/08/2025	EPR SYSTEMS USA INC	ALS EPCR - ADVANCED/BASIC	3070	$44,900.00
286996	08/08/2025	EPR SYSTEMS USA INC	CAD INTERFACE	3070	$307.97
286996	08/08/2025	EPR SYSTEMS USA INC	CARDIAC MONITOR INTERFACE	3070	$1,390.00
286996	08/08/2025	EPR SYSTEMS USA INC	FIRE BUNDLE - NFIRS, INSP	3070	$6,185.41
286996	08/08/2025	EPR SYSTEMS USA INC	FIREWORKS SOFTWARE ANNUAL	3070	$1,733.00
286996	08/08/2025	EPR SYSTEMS USA INC	MIH PLATFORM	3070	$4,995.00
286997	08/08/2025	ESTELLA A DIAL	12/16/24 ED	24-136872	$50.00
286998	08/08/2025	FIRE-DEX GW LLC	ADVANCED CLEANING - COAT	1-3100	$828.20
286998	08/08/2025	FIRE-DEX GW LLC	ADVANCED INSPECTION - COA	1-3100	$808.00
286998	08/08/2025	FIRE-DEX GW LLC	REPAIRS OF COAT & PANT AS	1-3100	$7,032.47
286999	08/08/2025	FIRST COAST SERVICE OPTIONS INC	06/05/24 PR	24-58055	$460.34
287000	08/08/2025	FLORIN ROEBIG PA	REISSUE CK 274360	21-77325R	$294.09
287001	08/08/2025	FORTILINE INC	METER READERS, MAINTENANC	6976643	$288.00
287001	08/08/2025	FORTILINE INC	SEWER LINES MATERIALS, PA	6976617	$3,150.00
287001	08/08/2025	FORTILINE INC	SEWER LINES,SEWER PLANTS,	6946172	$3,158.37
287001	08/08/2025	FORTILINE INC	SEWER LINES,SEWER PLANTS,	6968908	$1,440.00
287001	08/08/2025	FORTILINE INC	SEWER PLANTS MATERIALS, P	6998023	$843.06
287001	08/08/2025	FORTILINE INC	WATERLINES MATERIALS, PAR	6976617	$3,150.00
287001	08/08/2025	FORTILINE INC	WATERLINES, WATERPLANTS,	6938486	$2,880.00
287001	08/08/2025	FORTILINE INC	WATERLINES, WATERPLANTS,	6946172	$3,158.38
287001	08/08/2025	FORTILINE INC	WATERLINES, WATERPLANTS,	6976643	$2,592.00
287002	08/08/2025	FREDERICO DISISTO	01/30/25 FD	25-10856	$5.95
287003	08/08/2025	GAS SOUTH LLC	2758676865 6/18-7/14	275215765338	$1,104.63
287004	08/08/2025	GROUP C MEDIA INC	ORD/AD ID:31511-58466	37623	$1,950.00
287005	08/08/2025	HACH COMPANY	MATERIALS, SEWER LAB TEST	14577376	$39.31
287006	08/08/2025	HERC RENTALS INC	SUMMER CAMP RENT TOLL	35631557-001	$5.87
287006	08/08/2025	HERC RENTALS INC	SUMMER CAMP RENT TOLL	35631560-001	$3.14
287006	08/08/2025	HERC RENTALS INC	SUMMER CAMP RENT TOLL	35635495-001	$10.17
287006	08/08/2025	HERC RENTALS INC	SUMMER CAMP RENT TOLL	35635497-001	$12.49
287006	08/08/2025	HERC RENTALS INC	SUMMER CAMP VAN RENT	35559467-001	$4,064.00
287007	08/08/2025	HERNANDO COUNTY HOUSING AUTHORITY	VET SVC RENT 4-6/25	18102	$1,583.46
287008	08/08/2025	HERNANDO COUNTY UTILITIES DEPT	AC00024-02	AC0002402J5	$9.85
287008	08/08/2025	HERNANDO COUNTY UTILITIES DEPT	AC00097-00	AC0009700J5	$71.09
287008	08/08/2025	HERNANDO COUNTY UTILITIES DEPT	AC00101-00	AC0010100J5	$66.29
287008	08/08/2025	HERNANDO COUNTY UTILITIES DEPT	AC00152-01	AC0015201J5	$78.30
287008	08/08/2025	HERNANDO COUNTY UTILITIES DEPT	AC00176-00	AC0017600J5	$11.45
287008	08/08/2025	HERNANDO COUNTY UTILITIES DEPT	AC00188-00	AC0018800J5	$24.63
287008	08/08/2025	HERNANDO COUNTY UTILITIES DEPT	AC00195-00	AC0019500J5	$14.85
287008	08/08/2025	HERNANDO COUNTY UTILITIES DEPT	C100033-00	C1000330OJ5	$93.00
287008	08/08/2025	HERNANDO COUNTY UTILITIES DEPT	C101197-00	C1011970OJ5	$142.65

Board of County Commissioners Checks Issued

Check Number	Check Date	Vendor Name	Transaction Description	Invoice Number	Transaction Amount
287008	08/08/2025	HERNANDO COUNTY UTILITIES DEPT	C811961-00	C8119610OJ5	$38.23
287008	08/08/2025	HERNANDO COUNTY UTILITIES DEPT	RZ00036-00	RZ000360OJ5	$111.26
287008	08/08/2025	HERNANDO COUNTY UTILITIES DEPT	RZ00037-00	RZ000370OJ5	$184.37
287008	08/08/2025	HERNANDO COUNTY UTILITIES DEPT	WV00048-00	WV000480OJ5	$47.43
287009	08/08/2025	JACQUELINE DEVINE	08/14/24 JD	24-91739	$90.91
287010	08/08/2025	JAIME E GAZABON	2025-080 FY22/23 GAZA	GAZABON J	$5,420.00
287010	08/08/2025	JAIME E GAZABON	2025-081 FY22/23 GAZA	GAZABON J	$2,500.00
287011	08/08/2025	JAMES F LEAVY	11/26/24 JL	24-130009	$70.00
287011	08/08/2025	JAMES F LEAVY	11/28/24 JL	24-130616	$70.00
287012	08/08/2025	JOSEPH D JOHNSON JR	9/7/24 CJ	24-101094	$88.85
287013	08/08/2025	LASER ACTION PLUS INC	HCGAL01 SO84095	IN218366	$482.66
287014	08/08/2025	LIGORI & LIGORI PA	12/22/23 SR	23-117046	$740.94
287015	08/08/2025	LINDA BRODERICK	12/12/24 SV	24-135703	$123.69
287016	08/08/2025	LUIS O TORRES	10/23/24 AV	24-118104	$30.00
287017	08/08/2025	MARION COUNTY BOCC	GLOBALKNOW INV#305448	7-30-25	$443.88
287018	08/08/2025	MICHAEL GENOVESE	REISSUE CK 284059	BK01108-10R	$76.19
287019	08/08/2025	MICHELLE MAVES	08/19/22 MM	22-74972	$164.20
287020	08/08/2025	NATURE COAST IRRIGATION INC	7/25 IRRIGATION INSP	12408	$95.00
287020	08/08/2025	NATURE COAST IRRIGATION INC	7/25 IRRIGATION INSP	12409	$95.00
287020	08/08/2025	NATURE COAST IRRIGATION INC	7/25 IRRIGATION INSP	12410	$110.00
287020	08/08/2025	NATURE COAST IRRIGATION INC	IRRIGATION REPAIR	12409	$16.00
287020	08/08/2025	NATURE COAST IRRIGATION INC	IRRIGATION REPAIR	12410	$44.00
287020	08/08/2025	NATURE COAST IRRIGATION INC	IRRIGATION REPIAR	12404	$1,008.20
287021	08/08/2025	NEXTRAN TRUCK CENTERS	CNTRL FUEL, VEHID#NEW	729-077525	$223,452.07
287022	08/08/2025	ODP BUSINESS SOLUTIONS LLC	28978503 SUPPLIES	427767221001	$35.94
287022	08/08/2025	ODP BUSINESS SOLUTIONS LLC	28978503 SUPPLIES	427942781001	$100.78
287023	08/08/2025	P J ROOFING INC	REF 1505371	1505371	$379.14
287024	08/08/2025	PAMELA PRICE	9/21/24 CP	24-106665	$10.00
287025	08/08/2025	PAPER CHASE	JANITORIAL SUPPLIES ORDER	19524	$2,683.60
287026	08/08/2025	PAULINE WIGGINS	REISSUE CK 286300	24-72246R	$126.98
287027	08/08/2025	PREMIER COMMUNITY HEALTHCARE GROUP	DENTAL SVC 7/2025	3	$5,000.00
287028	08/08/2025	RIGHT WAY ELEVATOR MAINTENANCE INC	7/25 ELEVATOR, MAINT	343326-D5Q2	$145.00
287029	08/08/2025	ROBERT J YOUNG COMPANY LLC	6/19-7/18/25 CPR LE	INV7606202	$174.25
287029	08/08/2025	ROBERT J YOUNG COMPANY LLC	6/19-7/18/25 CPR LE	INV7606203	$174.25
287029	08/08/2025	ROBERT J YOUNG COMPANY LLC	6/19-7/18/25 CPR LE	INV7606204	$174.25
287029	08/08/2025	ROBERT J YOUNG COMPANY LLC	6/19-7/18/25 CPR LE	INV7622829	$174.25
287029	08/08/2025	ROBERT J YOUNG COMPANY LLC	COPY SERVICES-B & W	INV7606202	$1.37
287029	08/08/2025	ROBERT J YOUNG COMPANY LLC	COPY SERVICES-B & W	INV7606203	$4.88
287029	08/08/2025	ROBERT J YOUNG COMPANY LLC	COPY SERVICES-B & W	INV7606204	$7.44
287029	08/08/2025	ROBERT J YOUNG COMPANY LLC	COPY SERVICES-B & W	INV7622829	$10.41
287029	08/08/2025	ROBERT J YOUNG COMPANY LLC	COPY SERVICES-COLOR	INV7606202	$9.90

Board of County Commissioners Checks Issued

Check Number	Check Date	Vendor Name	Transaction Description	Invoice Number	Transaction Amount
287029	08/08/2025	ROBERT J YOUNG COMPANY LLC	COPY SERVICES-COLOR	INV7606203	$67.60
287029	08/08/2025	ROBERT J YOUNG COMPANY LLC	COPY SERVICES-COLOR	INV7606204	$1.24
287029	08/08/2025	ROBERT J YOUNG COMPANY LLC	COPY SERVICES-COLOR	INV7622829	$1.82
287030	08/08/2025	RONALD MCGREW	SECURITY DEPOSIT RMB	BKVAP-2509	$433.00
287031	08/08/2025	SHINAN LLC	CLOSE ESCROW ACCT 689	689	$6,000.00
287032	08/08/2025	STEADFAST ROOFING	REF 1504878	1504878	$131.52
287033	08/08/2025	STEVEN M DUBOIS ROOFING OF PASCO	2025-091 FY22/23 DIET	DIETLEIN G	$12,900.00
287034	08/08/2025	TECO PEOPLES GAS	211010935776	7-17-25	$153.29
287035	08/08/2025	THE FIBREX GROUP INC	FREIGHT	IGLO12281	$2,140.00
287035	08/08/2025	THE FIBREX GROUP INC	RECYCLING SYSTEMS- PROFIL	IGLO12281	$14,800.00
287036	08/08/2025	THOMPSON SAFETY LLC	FIRE EXTINGUISHER AND RAN	TPAINU000294	$300.00
287036	08/08/2025	THOMPSON SAFETY LLC	FIRE EXTINGUISHER AND RAN	TPAINU000295	$300.00
287036	08/08/2025	THOMPSON SAFETY LLC	FIRE EXTINGUISHER AND RAN	TPAINU000296	$300.00
287036	08/08/2025	THOMPSON SAFETY LLC	FIRE EXTINGUISHER AND RAN	TPAINU000297	$300.00
287036	08/08/2025	THOMPSON SAFETY LLC	FIRE EXTINGUISHER AND RAN	TPAINU000298	$300.00
287036	08/08/2025	THOMPSON SAFETY LLC	FIRE EXTINGUISHER AND RAN	TPAINU000305	$300.00
287036	08/08/2025	THOMPSON SAFETY LLC	FIRE EXTINGUISHER AND RAN	TPAINU000308	$300.00
287036	08/08/2025	THOMPSON SAFETY LLC	FIRE EXTINGUISHER AND RAN	TPAINU000309	$300.00
287036	08/08/2025	THOMPSON SAFETY LLC	FIRE EXTINGUISHER AND RAN	TPAINU000311	$300.00
287036	08/08/2025	THOMPSON SAFETY LLC	FIRE EXTINGUISHER AND RAN	TPAINU000367	$770.00
287036	08/08/2025	THOMPSON SAFETY LLC	FIRE EXTINGUISHER AND RAN	TPAINU000368	$305.00
287036	08/08/2025	THOMPSON SAFETY LLC	FIRE EXTINGUISHER AND RAN	TPAINU000377	$305.00
287037	08/08/2025	TONOAH A HART	MOW-EDGE-CYP LAKES	242512	$200.00
287037	08/08/2025	TONOAH A HART	MOW-EDGE-FICK HAMMOCK	242512	$250.00
287037	08/08/2025	TONOAH A HART	MOW-EDGE-LK TOWNSEND	242512	$350.00
287037	08/08/2025	TONOAH A HART	MOW-EDGE-PECK SINK	242512	$1,500.00
287038	08/08/2025	TRUST ROOFING	REF 1504401	1504401	$131.52
287039	08/08/2025	TULA KELLEHER	11/19/24 DK	24-127261	$30.00
287040	08/08/2025	TURNER TITLE INC	2025-093 FY22/23 SCHW	SCHWEFRINGHA	$30,000.00
287041	08/08/2025	VESTIS SERVICES LLC	WATER UNIFORM SERVICES: S	5630707121	$12.75
287042	08/08/2025	WATER AND AIR RESEARCH INC	PROF SVC 6/1-7/18/25	30784	$5,958.98
287043	08/08/2025	WELLS FARGO FINANCIAL / TOSHIBA	5/25-6/25 COPIES	5034856427	$574.95
287043	08/08/2025	WELLS FARGO FINANCIAL / TOSHIBA	6/25-7/25 COPIES	5035227521	$15.72
287043	08/08/2025	WELLS FARGO FINANCIAL / TOSHIBA	7/9-8/8/25 CPR LE	5034856427	$128.23
287043	08/08/2025	WELLS FARGO FINANCIAL / TOSHIBA	8/3-9/2/25 CPR LE	5035153260	$128.23
287043	08/08/2025	WELLS FARGO FINANCIAL / TOSHIBA	8/3-9/2/25 CPR LE	5035153261	$128.23
287043	08/08/2025	WELLS FARGO FINANCIAL / TOSHIBA	8/6-9/5/25 CPR LE	5035202900	$149.17
287043	08/08/2025	WELLS FARGO FINANCIAL / TOSHIBA	8/9-9/8/25 CPR LE	5035227521	$125.57
287043	08/08/2025	WELLS FARGO FINANCIAL / TOSHIBA	COPIER, LEASE OF DIGITAL	5035151135	$128.23
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1307105	1307105J5	$708.51
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1307110	1307110I5	$619.85

Board of County Commissioners Checks Issued

Check Number	Check Date	Vendor Name	Transaction Description	Invoice Number	Transaction Amount
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1307117	1307117J5	$625.77
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832256	7162025P15B	$58.15
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832265	71625P9-13	$41.67
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832269	71625P9-13	$47.79
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832270	71625P9-13	$45.22
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832275	71625P9-13	$47.91
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832284	1832284J5	$498.26
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832287	71625P9-13	$58.99
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832292	7162025P19	$229.62
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832297	7162025P20	$40.16
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832329	7162025P1	$234.14
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832330	71625P9-13	$48.67
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832331	71625P9-13	$48.24
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832332	71625P9-13	$63.73
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832333	71625P9-13	$231.88
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832334	7162025P2	$471.59
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832335	7162025P1	$47.26
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832336	71625P9-13	$48.77
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832337	71625P9-13	$69.65
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832338	71625P9-13	$52.64
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832339	71625P9-13	$69.11
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832340	7162025P1	$57.48
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832363	7162025P1	$48.24
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832364	7162025P1	$67.81
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832371	71625P9-13	$50.16
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-	1832374	71625P9-13	$124.62

Board of County Commissioners Checks Issued

Check Number	Check Date	Vendor Name	Transaction Description	Invoice Number	Transaction Amount
		OP			
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832375	71625P9-13	$101.38
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832376	71625P9-13	$68.78
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832377	71625P9-13	$76.65
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832378	71625P9-13	$80.94
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832379	71625P9-13	$140.65
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832380	71625P9-13	$54.90
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832381	71625P9-13	$81.69
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832383	71625P9-13	$55.76
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832384	71625P9-13	$44.37
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832385	7162025P14	$1,705.44
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832387	71625P9-13	$61.78
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832395	7162025P14	$40,647.75
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832396	7162025P5	$323.56
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832397	7162025P5	$569.29
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832398	7162025P14	$186.35
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832399	71625P9-13	$48.45
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832400	71625P9-13	$49.74
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832401	71625P9-13	$88.58
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832402	71625P9-13	$47.79
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832404	71625P9-13	$46.40
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832405	71625P9-13	$53.29
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832406	71625P9-13	$64.37
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832410	71625P9-13	$42.95
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832416	71625P9-13	$58.13
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832417	71625P9-13	$43.61

Board of County Commissioners Checks Issued

Check Number	Check Date	Vendor Name	Transaction Description	Invoice Number	Transaction Amount
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832418	71625P9-13	$55.23
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832421	7162025P14	$144.82
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832423	71625P9-13	$74.28
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832424	71625P9-13	$213.28
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832425	71625P9-13	$43.61
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832428	71625P9-13	$52.00
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832429	71625P9-13	$46.40
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832432	71625P9-13	$50.16
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832433	71625P9-13	$40.92
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832434	71625P9-13	$53.94
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832435	71625P9-13	$41.77
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832436	71625P9-13	$50.39
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832437	71625P9-13	$43.61
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832438	71625P9-13	$42.53
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832439	71625P9-13	$55.00
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832440	71625P9-13	$44.79
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832441	71625P9-13	$44.47
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832442	71625P9-13	$67.70
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832443	71625P9-13	$49.95
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832444	71625P9-13	$42.75
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832445	71625P9-13	$44.79
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832449	71625P9-13	$43.29
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832450	71625P9-13	$52.53
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832451	71625P9-13	$44.57
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832452	71625P9-13	$46.18
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-	1832454	7162025P14	$171.36

Board of County Commissioners Checks Issued

Check Number	Check Date	Vendor Name	Transaction Description	Invoice Number	Transaction Amount
		OP			
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832455	7162025P14	$1,245.31
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832456	71625P9-13	$95.35
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832457	71625P9-13	$67.38
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832458	71625P9-13	$54.26
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832459	71625P9-13	$51.68
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832460	71625P9-13	$48.87
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832461	71625P9-13	$46.51
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832462	71625P9-13	$44.25
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832463	71625P9-13	$41.67
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832464	71625P9-13	$42.75
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832465	71625P9-13	$46.40
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832467	71625P9-13	$43.50
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832473	71625P9-13	$65.23
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832474	7162025P17B	$268.57
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832475	7162025P17B	$188.74
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832476	7162025P4	$321.19
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832477	7162025P18	$236.95
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832480	71625P9-13	$50.28
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832482	7162025P8	$165.06
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832483	71625P9-13	$60.92
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832484	71625P9-13	$53.18
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832485	7162025P20	$70.93
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832488	71625P9-13	$48.67
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832489	71625P9-13	$58.13
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832490	7162025P14	$1,447.96

Board of County Commissioners Checks Issued

Check Number	Check Date	Vendor Name	Transaction Description	Invoice Number	Transaction Amount
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832491	7162025P14	$139.66
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832492	7162025P14	$1,627.25
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832494	7162025P14	$1,494.78
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832504	7162025P15B	$47.69
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832509	7162025P20	$75.77
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832511	71625P9-13	$220.59
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832512	71625P9-13	$99.23
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832513	71625P9-13	$65.13
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832514	71625P9-13	$52.86
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832515	71625P9-13	$62.33
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832516	71625P9-13	$89.65
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832518	71625P9-13	$185.63
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832520	71625P9-13	$62.76
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832521	71625P9-13	$51.14
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832525	7162025P20	$42.42
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832530	7162025P15B	$42.42
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832536	7162025P8	$117.84
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832540	7162025P14	$256.55
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832541	7162025P14	$314.24
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832542	7162025P14	$3,606.06
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832544	7162025P6	$41.34
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832550	7162025P20	$83.52
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832551	7162025P6	$585.53
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832552	7162025P16	$449.97
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832560	71625P9-13	$45.76
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-	1832561	71625P9-13	$91.49

Board of County Commissioners Checks Issued

Check Number	Check Date	Vendor Name	Transaction Description	Invoice Number	Transaction Amount
		OP			
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832562	71625P9-13	$101.49
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832564	71625P9-13	$87.72
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832565	71625P9-13	$72.97
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832567	7162025P20	$69.42
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832568	7162025P15B	$514.23
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832572	7162025P15B	$206.39
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832575	7162025P15B	$60.50
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832577	71625P9-13	$120.42
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832582	7162025P15B	$103.68
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832583	71625P9-13	$42.75
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832584	7162025P15B	$67.54
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832587	7162025P14	$284.15
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832589	7162025P20	$72.54
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832590	7162025P15B	$142.81
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832591	71625P9-13	$47.69
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832592	71625P9-13	$45.98
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832598	71625P9-13	$147.54
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832601	71625P9-13	$85.89
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832604	7162025P16	$42.32
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832612	71625P9-13	$90.94
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832613	71625P9-13	$62.54
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832614	71625P9-13	$61.25
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832615	7162025P3	$515.27
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832616	7162025P14	$1,330.26
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832621	7162025P16	$225.54

Board of County Commissioners Checks Issued

Check Number	Check Date	Vendor Name	Transaction Description	Invoice Number	Transaction Amount
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832622	7162025P16	$381.76
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832627	7162025P20	$42.85
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832628	7162025P15B	$196.49
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832630	71625P9-13	$55.66
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832631	71625P9-13	$48.24
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832635	7162025P15B	$55.98
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832637	7162025P14	$389.50
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832639	7162025P20	$75.02
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832644	7162025P15B	$44.37
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832645	7162025P15B	$181.97
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832646	7162025P15B	$40.38
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832649	7162025P14	$143.40
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832652	7162025P6	$52.77
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832655	7162025P20	$72.01
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832662	7162025P14	$6,389.81
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832663	7162025P20	$102.78
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832664	7162025P14	$91.70
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832667	71625P9-13	$150.44
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832668	7162025P5	$274.27
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832669	7162025P5	$254.69
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832671	7162025P5	$539.28
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832676	71625P9-13	$157.75
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832677	71625P9-13	$829.22
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832678	71625P9-13	$77.60
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832680	7162025P20	$77.71
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-	1832681	7162025P20	$81.19

Board of County Commissioners Checks Issued

Check Number	Check Date	Vendor Name	Transaction Description	Invoice Number	Transaction Amount
		OP			
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832682	71625P9-13	$52.53
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832683	71625P9-13	$52.43
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832685	7162025P15B	$327.37
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832687	7162025P4	$48.13
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832690	71625P9-13	$44.47
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832691	71625P9-13	$43.83
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832694	7162025P14	$43.61
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832695	7162025P14	$56.63
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832699	7162025P6	$40.16
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832700	71625P9-13	$54.26
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832704	7162025P17	$79.22
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832706	7162025P6	$46.72
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832707	7162025P6	$48.13
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832712	7162025P16	$198.00
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832717	71625P9-13	$58.67
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832718	7162025P19	$1,248.60
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832728	7162025P20	$79.33
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832729	7162025P20	$74.15
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832730	7162025P20	$81.15
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832731	7162025P20	$80.83
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832733	7162025P5	$139.58
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832740	71625P9-13	$63.08
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832744	71625P9-13	$44.37
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832746	71625P9-13	$154.85
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832750	71625P9-13	$73.95

Board of County Commissioners Checks Issued

Check Number	Check Date	Vendor Name	Transaction Description	Invoice Number	Transaction Amount
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832753	7162025P20	$69.75
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832754	7162025P20	$40.16
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832755	71625P9-13	$66.62
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832756	71625P9-13	$53.18
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832758	7162025P15	$619.09
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832762	71625P9-13	$119.14
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832767	1832767J5	$40.16
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832774	1832774J5	$86.21
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832778	1832778J5	$63.39
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832790	71625P9-13	$55.33
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832798	1832798J5	$88.26
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832807	1832807J5	$67.50
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832812	71625P9-13	$74.59
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832814	1832814I5	$255.36
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832822	1832822J5	$76.42
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832823	1832823J5	$77.38
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832826	1832826J5	$43.18
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832828	1832828J5	$241.21
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832841	1832841J5	$85.99
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832842	1832842J5	$75.67
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832843	1832843J5	$98.58
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832850	1832850J5	$68.46
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832869	1832869J5	$90.73
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832874	1832874J5	$465.99
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832875	1832875J5	$727.97
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-	1832876	1832876J5	$832.34

Board of County Commissioners Checks Issued

Check Number	Check Date	Vendor Name	Transaction Description	Invoice Number	Transaction Amount
		OP			
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832878	1832878J5	$5,085.81
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1832880	1832880J5	$167.56
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949886	1949886J5	$1,604.68
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949889	1949889J5	$151.57
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949892	1949892J5	$62.76
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949910	1949910J5	$245.34
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949911	1949911J5	$62.05
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949912	1949912J5	$70.83
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949914	1949914J5	$240.60
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949915	1949915J5	$96.33
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949916	1949916J5	$101.27
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949921	1949921I5	$405.13
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949929	1949929J5	$2,539.23
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949930	1949930I5	$186.81
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949933	1949933I5	$106.44
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949947	1949947J5	$44.63
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949948	1949948J5	$1,475.50
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949974	1949974J5	$48.10
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949976	1949976I5	$47.06
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949983	1949983J5	$64.26
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1949989	1949989J5	$97.62
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2025073	7162025P7	$154.10
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2046474	7162025P17	$100.74
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2087190	2087190I5	$72.12
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2093445	2093445J5	$40.16

Board of County Commissioners Checks Issued

Check Number	Check Date	Vendor Name	Transaction Description	Invoice Number	Transaction Amount
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2104698	2104698J5	$570.48
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2134152	2134152J5	$143.01
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2137278	2137278J5	$98.48
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2139821	2139821J5	$57.37
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2147885	2147885J5	$90.19
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2151784	2151784J5	$131.62
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2179617	2179617J5	$388.30
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2234712	2234712J5	$102.03
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2235915	2235915J5	$62.00
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2276894	2276894J5	$58.99
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2279232	2279232J5	$246.84
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2284612	2284612J5	$399.07
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2290785	2290785I5	$705.89
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2290786	2290786J5	$770.81
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2309999	2309999J5	$115.37
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2331523	2331523J5	$86.10
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2333084	2333084J5	$1,721.92
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2333914	7162025P7B	$649.72
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2338089	2338089J5	$1,344.06
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2340483	2340483J5	$68.57
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2345853	2345853J5	$1,994.47
287049	08/08/2025	WITHLACOOCHEE RIVER ELECTRIC CO-OP	2352821	2352821J5	$51.72
EFT6006	08/05/2025	FLORIDA DEPARTMENT OF REVENUE-VOID	MEDICAID COUNTY SHARE	AUG 25	$345,270.33
V528767	08/08/2025	ADVANCED ENVIRONMENTAL LABS INC	WASTEWATER LABORATORY TES	860410	$88.00
V528767	08/08/2025	ADVANCED ENVIRONMENTAL LABS INC	WASTEWATER LABORATORY TES	860412	$88.00
V528767	08/08/2025	ADVANCED ENVIRONMENTAL LABS INC	WASTEWATER LABORATORY	860415	$98.00

Board of County Commissioners Checks Issued

Check Number	Check Date	Vendor Name	Transaction Description	Invoice Number	Transaction Amount
			TES		
V528767	08/08/2025	ADVANCED ENVIRONMENTAL LABS INC	WASTEWATER LABORATORY TES	860416	$88.00
V528767	08/08/2025	ADVANCED ENVIRONMENTAL LABS INC	WASTEWATER LABORATORY TES	860417	$88.00
V528767	08/08/2025	ADVANCED ENVIRONMENTAL LABS INC	WASTEWATER LABORATORY TES	860418	$88.00
V528767	08/08/2025	ADVANCED ENVIRONMENTAL LABS INC	WASTEWATER LABORATORY TES	860520	$25.00
V528767	08/08/2025	ADVANCED ENVIRONMENTAL LABS INC	WASTEWATER LABORATORY TES	860796	$25.00
V528767	08/08/2025	ADVANCED ENVIRONMENTAL LABS INC	WASTEWATER LABORATORY TES	860817	$25.00
V528767	08/08/2025	ADVANCED ENVIRONMENTAL LABS INC	WASTEWATER LABORATORY TES	860818	$25.00
V528767	08/08/2025	ADVANCED ENVIRONMENTAL LABS INC	WATER LABORATORY TESTING	860797	$60.00
V528767	08/08/2025	ADVANCED ENVIRONMENTAL LABS INC	WATER LABORATORY TESTING	860898	$108.00
V528767	08/08/2025	ADVANCED ENVIRONMENTAL LABS INC	WATER LABORATORY TESTING	861650	$48.00
V528767	08/08/2025	ADVANCED ENVIRONMENTAL LABS INC	WATER LABORATORY TESTING	861652	$60.00
V528768	08/08/2025	AGENCY FOR HEALTH CARE ADMIN	HC LPPF IGT PMT 2	AHCA FY23-24	$79,507.00
V528769	08/08/2025	AMEN AIR INC	REMOVE & DISCARD EXISTING	79596	$10,191.93
V528770	08/08/2025	AMERICAN TRACK GENERATIONS LLC	7/25 CROSS SGNL MNT	ATS2504167	$1,476.00
V528770	08/08/2025	AMERICAN TRACK GENERATIONS LLC	7/25 TRACK INSPECTION	ATS2504167	$956.00
V528771	08/08/2025	BLUE CROSS BLUE SHIELD OF FLORIDA	JUNE 2025 GROUP 78158	1000078047	$36,165.91
V528772	08/08/2025	BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES ORDER AS	85858762	$29,308.11
V528772	08/08/2025	BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES ORDER AS	85860692	$1,012.80
V528772	08/08/2025	BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES ORDER AS	85860693	$1,356.56
V528773	08/08/2025	CAREATC INC	COVID TESTING 06/25	INV-71758	$84.26
V528773	08/08/2025	CAREATC INC	P/EMP/P/MNTHCHG 06/25	INV-72177	$34,794.12
V528773	08/08/2025	CAREATC INC	P/EMP/P/MNTHCHG 07/25	INV-71697	$34,731.74
V528773	08/08/2025	CAREATC INC	PER HLTH ASSESS 06/25	INV-71815	$2,957.67
V528773	08/08/2025	CAREATC INC	REIMB EXP 05/25	INV-71386	$61,486.03
V528773	08/08/2025	CAREATC INC	REIMB EXP 06/25	INV-72098	$63,359.60
V528774	08/08/2025	CLIFFS SEPTIC SERVICES INC	TLT RENT 7/31-8/27/25	131390	$112.68
V528774	08/08/2025	CLIFFS SEPTIC SERVICES INC	TLT RENT 7/31-8/27/25	131391	$112.68
V528774	08/08/2025	CLIFFS SEPTIC SERVICES INC	TLT RENT 7/31-8/27-25	131392	$122.60
V528775	08/08/2025	COASTAL ENGINEERING ASSOCIATES INC	PROF SVC THRU 5/30/25	358617	$869.50
V528776	08/08/2025	CORRECTCARE INTEGRATED HEALTH LLC	INMATE MED BILLING	OMB131	$705.41
V528776	08/08/2025	CORRECTCARE INTEGRATED HEALTH LLC	MED INMATE BILLING	HHS92	$771.90
V528777	08/08/2025	CTC DISASTER RESPONSE INC	EPO-EMER DEBRIS RMVL	24131	$16,788.72
V528778	08/08/2025	DATA FLOW SYSTEMS INC	CONTROL SYSTEMS, RADIO TE	107142	$1,199.53

Board of County Commissioners Checks Issued

Check Number	Check Date	Vendor Name	Transaction Description	Invoice Number	Transaction Amount
V528778	08/08/2025	DATA FLOW SYSTEMS INC	CONTROL SYSTEMS, RADIO TE	107143	$877.00
V528779	08/08/2025	DEPARTMENT OF JUVENILE JUSTICE	7/25 DJJ COST SHARE	202507-27	$91,962.00
V528780	08/08/2025	DESIGNLAB INC	UNIFORMS	281114	$804.24
V528781	08/08/2025	DRMP INC	PROF SVC 5/24-6/27/25	185270	$0.00
V528782	08/08/2025	HAGAN HOLDING COMPANY	OIL, CHEMICAL AND HAZARDO	693977	$180.00
V528782	08/08/2025	HAGAN HOLDING COMPANY	OIL, CHEMICAL AND HAZARDO	693978	$50.00
V528782	08/08/2025	HAGAN HOLDING COMPANY	OIL, CHEMICAL AND HAZARDO	694833	$50.00
V528782	08/08/2025	HAGAN HOLDING COMPANY	OIL, CHEMICAL AND HAZARDO	699011	$160.00
V528782	08/08/2025	HAGAN HOLDING COMPANY	OIL, CHEMICAL AND HAZARDO	699503	$50.00
V528782	08/08/2025	HAGAN HOLDING COMPANY	REMOVAL OF OIL AND PETROL	699012	$347.50
V528783	08/08/2025	HAWKINS INC	CHLORINE, LIQUID: SMALL Q	7140382	$1,102.50
V528783	08/08/2025	HAWKINS INC	CHLORINE, LIQUID: SMALL Q	7140383	$1,470.00
V528783	08/08/2025	HAWKINS INC	CHLORINE, LIQUID: SMALL Q	7140384	$612.50
V528783	08/08/2025	HAWKINS INC	CHLORINE, LIQUID: SMALL Q	7145002	$2,450.00
V528784	08/08/2025	HENRY SCHEIN INC	MEDICAL SUPPLIES ORDERED	44534575	$269.90
V528784	08/08/2025	HENRY SCHEIN INC	MEDICAL SUPPLIES ORDERED	44585895	$3,331.39
V528785	08/08/2025	HERNANDO COUNTY CLERK OF CIRCUIT	FIRSTNET ESIM 6/5-7/4	IT25-069	$703.80
V528785	08/08/2025	HERNANDO COUNTY CLERK OF CIRCUIT	FIRSTNET ESIM 6/5-7/4	IT25-070	$10.00
V528785	08/08/2025	HERNANDO COUNTY CLERK OF CIRCUIT	FIRSTNET ESIM 6/5-7/4	IT25-071	$10.00
V528785	08/08/2025	HERNANDO COUNTY CLERK OF CIRCUIT	JOTFORM RENEWAL	IT24-029	$6,624.00
V528785	08/08/2025	HERNANDO COUNTY CLERK OF CIRCUIT	JOTFORM RENEWAL	IT24-030	$4,968.00
V528785	08/08/2025	HERNANDO COUNTY CLERK OF CIRCUIT	STARLINK PERF GEN 3	IT25-073	$2,189.00
V528786	08/08/2025	HERNANDO COUNTY SEPTIC LLC	2025-026B FY22/23 DUR	DURAN J	$2,250.00
V528787	08/08/2025	INTEGRITY RESOURCES STAFFING INC	1254 WE 07/20/25	13-33535	$2,436.83
V528787	08/08/2025	INTEGRITY RESOURCES STAFFING INC	272 WE 07/20/25	13-33536	$3,904.86
V528787	08/08/2025	INTEGRITY RESOURCES STAFFING INC	272 WE 07/27/25	13-33560	$3,310.08
V528787	08/08/2025	INTEGRITY RESOURCES STAFFING INC	323 WE 07/13/25	13-33513	$4,715.21
V528787	08/08/2025	INTEGRITY RESOURCES STAFFING INC	323 WE 07/20/25	13-33537	$5,857.64
V528787	08/08/2025	INTEGRITY RESOURCES STAFFING INC	323 WE 07/27/25	13-33561	$3,858.60
V528787	08/08/2025	INTEGRITY RESOURCES STAFFING INC	360 WE 07/20/25	13-33538	$775.80
V528787	08/08/2025	INTEGRITY RESOURCES STAFFING INC	420 WE 07/13/25	13-33509	$5,924.82
V528787	08/08/2025	INTEGRITY RESOURCES STAFFING INC	420 WE 07/20/25	13-33533	$5,738.70
V528788	08/08/2025	JACOBS ENGINEERING GROUP INC	PROF SVC 5/24-6/27/25	E9Y45710-02	$9,997.90
V528788	08/08/2025	JACOBS ENGINEERING GROUP INC	PROF SVC 5/29-6/27/25	E9Y45713-02	$17,632.66
V528789	08/08/2025	JONES EDMUNDS & ASSOCIATES INC	PROF SVC 5/26-6/29/25	256657	$244,527.61
V528790	08/08/2025	KENNETH WARNSTADT ESQ	04/23 SPEC MSTR HEAR	7-25-25	$2,817.50
V528790	08/08/2025	KENNETH WARNSTADT ESQ	05/07 SPEC MSTR HEAR	7-28-25	$1,190.00
V528790	08/08/2025	KENNETH WARNSTADT ESQ	05/14 SPEC MSTR HEAR	7-22-25	$560.00

Board of County Commissioners Checks Issued

Check Number	Check Date	Vendor Name	Transaction Description	Invoice Number	Transaction Amount
V528791	08/08/2025	LAMPHIER COMPANY	CAULKING (PER LN. FT.) -	53162	$576.00
V528791	08/08/2025	LAMPHIER COMPANY	CAULKING (PER LN. FT.) -	53163	$480.00
V528791	08/08/2025	LAMPHIER COMPANY	DOORS ARCHITECTURAL SEALA	53162	$455.00
V528791	08/08/2025	LAMPHIER COMPANY	DOORS ARCHITECTURAL SEALA	53163	$1,417.50
V528791	08/08/2025	LAMPHIER COMPANY	EXTERIOR ARCHITECTURAL TH	53161	$315.00
V528791	08/08/2025	LAMPHIER COMPANY	EXTERIOR ARCHITECTURAL TH	53162	$4,425.00
V528791	08/08/2025	LAMPHIER COMPANY	EXTERIOR ARCHITECTURAL TH	53163	$7,007.00
V528791	08/08/2025	LAMPHIER COMPANY	EXTERIOR INDUSTRIAL HIGH	53161	$352.80
V528791	08/08/2025	LAMPHIER COMPANY	EXTERIOR INDUSTRIAL HIGH	53162	$2,160.48
V528791	08/08/2025	LAMPHIER COMPANY	EXTERIOR INDUSTRIAL HIGH	53163	$2,203.04
V528791	08/08/2025	LAMPHIER COMPANY	FRAMES ARCHITECTURAL SEAL	53162	$105.00
V528791	08/08/2025	LAMPHIER COMPANY	FRAMES ARCHITECTURAL SEAL	53163	$170.00
V528791	08/08/2025	LAMPHIER COMPANY	LIFT EQUIPMENT	53161	$815.00
V528791	08/08/2025	LAMPHIER COMPANY	MATERIAL VALUE	53161	$2,294.00
V528791	08/08/2025	LAMPHIER COMPANY	MATERIAL VALUE	53162	$6,465.00
V528791	08/08/2025	LAMPHIER COMPANY	MATERIAL VALUE	53163	$7,259.00
V528791	08/08/2025	LAMPHIER COMPANY	PRESSURE WASHING SERVICES	53161	$734.00
V528791	08/08/2025	LAMPHIER COMPANY	PRESSURE WASHING SERVICES	53162	$2,000.00
V528791	08/08/2025	LAMPHIER COMPANY	PRESSURE WASHING SERVICES	53163	$2,400.00
V528791	08/08/2025	LAMPHIER COMPANY	SPECIALTY COATING - 2,156	53161	$2,587.20
V528791	08/08/2025	LAMPHIER COMPANY	SPECIALTY COATING - 696 S	53163	$835.20
V528792	08/08/2025	MAZZELLA FHS	QUARTERLY MAINTENANCE AND	IN61-138684	$950.00
V528793	08/08/2025	MEAD AND HUNT INC	PROF SVC 06/25	391174	$12,016.64
V528793	08/08/2025	MEAD AND HUNT INC	PROF SVC 06/25	391176	$19,100.04
V528793	08/08/2025	MEAD AND HUNT INC	PROF SVC 06/25	391179	$20,872.85
V528794	08/08/2025	MILLER BROS GIANT TIRE SERVICE INC	TIRES, PURCHASE & REPAIRS	10059330	$173.77
V528794	08/08/2025	MILLER BROS GIANT TIRE SERVICE INC	TIRES, PURCHASE & REPAIRS	10059335	$748.00
V528794	08/08/2025	MILLER BROS GIANT TIRE SERVICE INC	TIRES, PURCHASE & REPAIRS	10059364	$123.32
V528794	08/08/2025	MILLER BROS GIANT TIRE SERVICE INC	TIRES, PURCHASE & REPAIRS	10059381	$31.70
V528794	08/08/2025	MILLER BROS GIANT TIRE SERVICE INC	TIRES, PURCHASE & REPAIRS	10059387	$89.10
V528794	08/08/2025	MILLER BROS GIANT TIRE SERVICE INC	TIRES, PURCHASE & REPAIRS	10059389	$97.14
V528794	08/08/2025	MILLER BROS GIANT TIRE SERVICE INC	TIRES, PURCHASE & REPAIRS	10059390	$4,051.92
V528794	08/08/2025	MILLER BROS GIANT TIRE SERVICE INC	TIRES, PURCHASE & REPAIRS	10059395	($300.00)
V528794	08/08/2025	MILLER BROS GIANT TIRE SERVICE INC	TIRES, PURCHASE & REPAIRS	10059400	$426.66
V528794	08/08/2025	MILLER BROS GIANT TIRE SERVICE INC	TIRES, PURCHASE & REPAIRS	10059402	$643.92

Board of County Commissioners Checks Issued

Check Number	Check Date	Vendor Name	Transaction Description	Invoice Number	Transaction Amount
V528794	08/08/2025	MILLER BROS GIANT TIRE SERVICE INC	TIRES, PURCHASE & REPAIRS	10059429	($150.00)
V528795	08/08/2025	MINUTEMAN SECURITY & LIFE SAFETY	DPW-FLEET-TRANSIT- SECURI	149916	$44,574.00
V528795	08/08/2025	MINUTEMAN SECURITY & LIFE SAFETY	DPW-FLEET-TRANSIT- SECURI	149917	$3,110.61
V528795	08/08/2025	MINUTEMAN SECURITY & LIFE SAFETY	DPW-FLEET-TRANSIT- SECURI	157546	$45,238.47
V528796	08/08/2025	MODERN MAIL & PRINT SOLUTIONS INC	5.5 " X 8.5" 2-SIDED COLO	1A29494	$2,112.95
V528796	08/08/2025	MODERN MAIL & PRINT SOLUTIONS INC	COPY SERVICES - PRINTING	1A29208	$4,657.91
V528796	08/08/2025	MODERN MAIL & PRINT SOLUTIONS INC	ESTIMATED POSTAGE INTERNA	1A29494	$236.30
V528796	08/08/2025	MODERN MAIL & PRINT SOLUTIONS INC	ESTIMATED POSTAGE STANDAR	1A29494	$7,388.58
V528796	08/08/2025	MODERN MAIL & PRINT SOLUTIONS INC	POSTAGE SW DIS INC	1A29207	$24,561.21
V528797	08/08/2025	PALMDALE OIL COMPANY LLC	FLEET SITE - DIESEL/UNLEA	SI-65677	$4,968.96
V528797	08/08/2025	PALMDALE OIL COMPANY LLC	FLEET SITE - DIESEL/UNLEA	SI-65678	$14,964.58
V528797	08/08/2025	PALMDALE OIL COMPANY LLC	FUEL, DIESEL CONTRACT PO	SI-65383	$14,964.58
V528797	08/08/2025	PALMDALE OIL COMPANY LLC	WISCON SITE - DIESEL/UNLE	SI-65984	$10,169.15
V528798	08/08/2025	PROTECH ROOFING SERVICES LLC	REF 1496642	1496642	$131.52
V528800	08/08/2025	REDWIRE LLC	6/25 MONITORING	594314	$125.50
V528800	08/08/2025	REDWIRE LLC	6/25 MONITORING	594315	$63.00
V528800	08/08/2025	REDWIRE LLC	7/25 MONITORING	599138	$125.50
V528800	08/08/2025	REDWIRE LLC	7/25 MONITORING	599139	$63.00
V528800	08/08/2025	REDWIRE LLC	8/25 MONITORING	603257	$201.50
V528800	08/08/2025	REDWIRE LLC	8/25 MONITORING	603258	$125.50
V528800	08/08/2025	REDWIRE LLC	8/25 MONITORING	603259	$63.00
V528800	08/08/2025	REDWIRE LLC	8/25 MONITORING	603261	$16.50
V528800	08/08/2025	REDWIRE LLC	8/25 MONITORING	603262	$16.50
V528800	08/08/2025	REDWIRE LLC	8/25 MONITORING	603263	$36.50
V528800	08/08/2025	REDWIRE LLC	8/25 MONITORING	603264	$46.50
V528800	08/08/2025	REDWIRE LLC	8/25 MONITORING	603265	$46.50
V528800	08/08/2025	REDWIRE LLC	8/25 MONITORING	603266	$46.50
V528800	08/08/2025	REDWIRE LLC	8/25 MONITORING	603278	$16.50
V528800	08/08/2025	REDWIRE LLC	8/25 MONITORING	603286	$33.00
V528800	08/08/2025	REDWIRE LLC	8/25 MONITORING	603309	$26.50
V528800	08/08/2025	REDWIRE LLC	8/25 MONITORING	603319	$52.50
V528800	08/08/2025	REDWIRE LLC	8/25 MONITORING	603320	$62.50
V528800	08/08/2025	REDWIRE LLC	8/25 MONITORING	603321	$62.50
V528800	08/08/2025	REDWIRE LLC	8/25 MONITORING	603322	$62.50
V528800	08/08/2025	REDWIRE LLC	W4M110809S SAO 8/25	603260	$16.50
V528801	08/08/2025	REPUBLIC SERVICES OF FLORIDA LP	307620000965 3856844	762003856844	$27.44
V528802	08/08/2025	RING POWER CORP	OUTSIDE REPAIRS AND RENTA	20WL0915685	$684.47
V528803	08/08/2025	ROBERT A BUCKNER	07/15/25-08/14/25	JULY 25	$5,641.00
V528804	08/08/2025	SHERMAN MECHANICAL CONTRACTORS LLC	HVAC SERVICE - PROVIDE MA	113851332	$502.50
V528805	08/08/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	4054 SHOAL LINE BLVD	6323	$103.00

Board of County Commissioners Checks Issued

Check Number	Check Date	Vendor Name	Transaction Description	Invoice Number	Transaction Amount
V528805	08/08/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	4054 SHOAL LINE BLVD	6324	$103.00
V528805	08/08/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	7399 CLAYTON ROAD	6323	$257.50
V528805	08/08/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	7399 CLAYTON ROAD	6324	$257.50
V528805	08/08/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	ANDERSON SNOW DITCH	6323	$180.25
V528805	08/08/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	ANDERSON SNOW DITCH	6324	$180.25
V528805	08/08/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	ANDERSON SNOW PARK, 1360	6323	$603.89
V528805	08/08/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	ANDERSON SNOW PARK, 1360	6324	$603.89
V528805	08/08/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	BAYPORT PARK, 4140 CORTEZ	6323	$201.65
V528805	08/08/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	BAYPORT PARK, 4140 CORTEZ	6324	$201.65
V528805	08/08/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	DELTA WOODS PARK, 3400 DE	6323	$252.33
V528805	08/08/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	DELTA WOODS PARK, 3400 DE	6324	$252.33
V528805	08/08/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	ERNIE WEAVER, 19473 YOUTH	6323	$503.60
V528805	08/08/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	ERNIE WEAVER, 19473 YOUTH	6324	$503.60
V528805	08/08/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	HERNANDO BEACH BOAT RAMP,	6323	$150.98
V528805	08/08/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	HERNANDO BEACH BOAT RAMP,	6324	$150.98
V528805	08/08/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	HERNANDO VETERANS MEMORIA	6323	$150.98
V528805	08/08/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	HERNANDO VETERANS MEMORIA	6324	$150.98
V528805	08/08/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	HILL N DALE PARK, 6460 BO	6323	$101.35
V528805	08/08/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	HILL N DALE PARK, 6460 BO	6324	$101.35
V528805	08/08/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	JENKINS CREEK, 6400 SHOAL	6323	$101.35
V528805	08/08/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	JENKINS CREEK, 6400 SHOAL	6324	$101.35
V528805	08/08/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	KENNEDY PARK, 1000 KENNED	6323	$201.65
V528805	08/08/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	KENNEDY PARK, 1000 KENNED	6324	$201.65
V528805	08/08/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	LAKE HOUSE INCLUDING WOOD	6323	$878.72
V528805	08/08/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	LAKE HOUSE INCLUDING WOOD	6324	$878.72
V528805	08/08/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	LAKE TOWNSEN BOAT RAMP, L	6323	$201.65
V528805	08/08/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	LAKE TOWNSEN BOAT RAMP, L	6324	$201.65
V528805	08/08/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	LAKE TOWNSEN REGIONAL PAR	6323	$252.33
V528805	08/08/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	LAKE TOWNSEN REGIONAL PAR	6324	$252.33
V528805	08/08/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	LINDA PEDERSEN PARK, 6300	6323	$252.33
V528805	08/08/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	LINDA PEDERSEN PARK, 6300	6324	$252.33
V528805	08/08/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	LONNIE COBURN PARK, 19340	6323	$101.35
V528805	08/08/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	LONNIE COBURN PARK, 19340	6324	$101.35
V528805	08/08/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	NOBLETON WAYSIDE PARK, 29	6323	$101.35
V528805	08/08/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	NOBLETON WAYSIDE PARK,	6324	$101.35

Board of County Commissioners Checks Issued

Check Number	Check Date	Vendor Name	Transaction Description	Invoice Number	Transaction Amount
			29		
V528805	08/08/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	PARKS AND RECREATION MAIN	6323	$101.35
V528805	08/08/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	PARKS AND RECREATION MAIN	6324	$101.35
V528805	08/08/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	PIONEER PARK, 6799 PINEHU	6323	$201.65
V528805	08/08/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	PIONEER PARK, 6799 PINEHU	6324	$201.65
V528805	08/08/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	RIDGE MANOR COMMUNITY PAR	6323	$352.62
V528805	08/08/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	RIDGE MANOR COMMUNITY PAR	6324	$352.62
V528805	08/08/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	ROGERS PARK, 7244 SHOAL L	6323	$101.35
V528805	08/08/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	ROGERS PARK, 7244 SHOAL L	6324	$101.35
V528805	08/08/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	ROTARY CENTENNIAL DOG PAR	6323	$201.65
V528805	08/08/2025	TRIPLE CROWN C LAWN JOCKEYS LLC	ROTARY CENTENNIAL DOG PAR	6324	$201.65
V528806	08/08/2025	TYLER TECHNOLOGIES INC	IMPLEMENTATION SERVICES	45-527854	$8,000.00
V528806	08/08/2025	TYLER TECHNOLOGIES INC	IMPLEMENTATION SERVICES	45-528477	$14,800.00
V528806	08/08/2025	TYLER TECHNOLOGIES INC	IMPLEMENTATION SERVICES	45-528478	$14,800.00
V528806	08/08/2025	TYLER TECHNOLOGIES INC	IMPLEMENTATION SERVICES	45-529292	$8,000.00
V528806	08/08/2025	TYLER TECHNOLOGIES INC	IMPLEMENTATION SERVICES	45-530222	$9,600.00
V528806	08/08/2025	TYLER TECHNOLOGIES INC	IMPLEMENTATION SERVICES	45-530436	$3,475.00
V528806	08/08/2025	TYLER TECHNOLOGIES INC	IMPLEMENTATION SERVICES	45-530523	$505.00
V528806	08/08/2025	TYLER TECHNOLOGIES INC	IMPLEMENTATION SERVICES	45-530893	$17,400.00
V528806	08/08/2025	TYLER TECHNOLOGIES INC	TRAVEL	45-530893	$1,903.00
V528807	08/08/2025	UNIVERSITY OF FLORIDA	3RD QTR P/E 6/30/25	I000140015	$132,472.94
V528809	08/08/2025	VERIZON WIRELESS	521054440-00001 7/18	6118839027	$786.52
V528809	08/08/2025	VERIZON WIRELESS	722505962-00001 7/15	6118630053	$698.64
V528809	08/08/2025	VERIZON WIRELESS	942322806-00001 7/23	6119366772	$5,160.46
V528810	08/08/2025	WEST FLORIDA AGGREGATES LLC	DRAINAGE	43929	$2,557.68
V528810	08/08/2025	WEST FLORIDA AGGREGATES LLC	FDOT COMPLIANT LIMEROCK S	43929	$11,086.56
V528811	08/08/2025	WEX BANK	0496001443936	106393625	$781.98
V528812	08/08/2025	WSP USA INC	PROF SVC 4/23-6/30/25	40221583	$4,080.40
V528812	08/08/2025	WSP USA INC	PROF SVC THRU 4/30/25	40207980	$7,603.38
V528812	08/08/2025	WSP USA INC	PROF SVC THRU 5/31/25	40207987	$5,294.40
V528812	08/08/2025	WSP USA INC	PROF SVC THRU 6/30/25	40220949	$10,739.51
V528812	08/08/2025	WSP USA INC	PROF SVC THRU 6/30/25	40221580	$12,735.26
V528812	08/08/2025	WSP USA INC	PROF SVC THRU 6/30/25	40221582	$821.25
Summary					**$2,377,770.27**

Note: If Vendor Name is "VOID-VOID-VOID", this signifies a payroll ACH Transaction
If Check Number begins with "EFT", this payment was processed electronically
If Check Number begins with "I", this payment was an internal payment within BCC departments
If Check Number begins with "V" this payment was an ACH payment to a Vendor electronically

Board of County Commissioners

AGENDA ITEM

Meeting: 09/09/2025
Department: Utilities
Prepared By: Rene Snow
Initiator: Gordon Onderdonk
DOC ID: 16282
Legal Request Number: 25-223-2
Bid/Contract Number:

TITLE
Acceptance of Perpetual Utility Easement From CFT NV Developments, LLC, a/k/a Panda Express With Hernando County Water and Sewer District for Existing Utility Infrastructure Located at 7165 Mariner Boulevard

BRIEF OVERVIEW
In the late 1990's, an easement at Key No. 710519 was given by the owners of Barnett Bank (which parcel is now owned by CFT NV Developments, LLC) to Eckerds (now CVS) to allow construction of wastewater infrastructure for both entities; however, after construction was completed, the proposed utility easement for the improvements was never dedicated to Hernando County Utilities (HCUD) by the Developer.

This Easement will correct the oversight and provide Hernando County Utilities Department (HCUD) access to its existing utility infrastructure on the property for the purposes of repairs, upgrades, maintenance, etc., as necessary.

FINANCIAL IMPACT
No financial impact.

LEGAL NOTE
The Board has the authority to act on this item pursuant to Chapter 125, Florida Statutes.

RECOMMENDATION
It is recommended that the Board accept the attached Perpetual Utility Easement from CFT NV Developments, LLC.

REVIEW PROCESS

Brad Smith	Approved	08/08/2025 8:42 AM
Katrina Tejera	Approved	08/11/2025 11:21 AM
Grace Sheppard	Approved	08/11/2025 12:36 PM
Gordon Onderdonk	Approved	08/12/2025 11:53 AM
Albert Bertram	Approved	08/13/2025 9:08 AM
Pamela Hare	Approved	08/13/2025 10:23 AM
Michael Cowan	Approved	08/15/2025 8:10 AM
Heidi Prouse	Approved	08/18/2025 9:29 AM
Toni Brady	Approved	08/18/2025 2:01 PM
Jeffrey Rogers	Approved	08/19/2025 1:52 PM
Colleen Conko	Approved	08/20/2025 8:02 AM

RESULT: **ADOPTED**
MOVER: Steve Champion

SECONDER:	Ryan Amsler
AYES:	Hawkins, Campbell, Allocco, Amsler and Champion

Prepared by and Return to:
Hernando County Attorney's Office
20 North Main Street, Suite 462
Brooksville, Florida 34601

PERPETUAL UTILITY EASEMENT

THIS EASEMENT, made this 5 day of May, 2025, between CFT NV Developments, LLC, a Limited Liability Company, whose address is 1120 N. Town Center Drive, Suite 150, Las Vegas Nevada 89144, hereinafter referred to as the "Grantor", and **Hernando County Water and Sewer District**, a body corporate and politic of the State of Florida, by and through its Board of County Commissioners, whose address is 15470 Flight Path Drive, Brooksville, Florida 34604, hereinafter referred to as the "Grantee":

WITNESSETH:

The Grantor in consideration of the sum of ten dollars and no cents ($10.00) and other good and valuable consideration in hand paid by the said Grantee to the Grantor, receipt whereof is hereby acknowledged, has granted, quitclaimed and conveyed unto the said Grantee, its successors and assigns forever, a Perpetual Utility Easement and right-of-way, hereinafter referred to as the "Easement", for the purpose of clearing, excavating, constructing, inspecting, improving, repairing and/or maintaining public utility facilities in, upon, under, over, across and through the following described land in the County of Hernando, State of Florida, to wit:

See **Exhibit "A" and "B"** (legal description and sketches consisting of Two sheets) attached hereto and made a part hereof by reference.

Parcel ID Number: R32-323-17-5200-1380-0090

TO HAVE AND TO HOLD the same unto said Grantee, its successors and assigns forever, together with the reasonable right to enter and depart over and upon adjoining lands of the Grantor for the purpose of exercising the rights herein granted, so long as the land is restored to as good or better condition than originally found upon completion of construction or maintenance.

Grantor covenants to the Grantee that it is lawfully seized of said land and that it has good, right and lawful authority to grant this Easement.

Grantor hereby covenants and agrees that the Grantor shall not locate, place, construct, install, create, permit or allow any buildings or permanent structures or obstacles (including but not limited to landscaping, trees, fences and walls) within the Easement and the Grantor shall not interfere with the Grantee's utility facilities within the Easement.

Grantor further covenants to indemnify and hold harmless Grantee from any and all damages and injuries, whether to persons or property, resulting from interference with the Grantee's utility facilities by the Grantor or its officers, directors, employees, agents, guests, heirs, successors, or assigns.

This Easement shall be recorded in the Public Records of Hernando County, Florida.

IN WITNESS WHEREOF, Grantor has caused these presents to be duly signed the day and year first above written.

Signed, sealed and delivered in the presence of:

(Signature of two Witnesses required by Florida Law)

Witness: _____

Print Name: Chris Galeona

Address: 1683 Walnut Grove Ave
Rosemead, CA 91770

Witness: _____

Print Name: Ronald Yip

Address: 1683 Walnut Grove Ave
Rosemead, CA 91770

CFT NV Developments, LLC

By: _____
Name / Title

By: David Luo / Manager
Name/title

Approved as to form _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____day of _____, 2025, by _____, as Title of CFT NV Developments, LLC _, a Florida limited liability company, on behalf of the company. He/she is ☐ personally known to me or has ☐ produced _____, as identification.

(NOTARY SEAL)

_____
Signature of Notary
Print Name:_____
Notary Public, State of Florida
Commission No._____
My Commission expires:_____

Please See Attached

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Los Angeles }

On MAY 05 2025 before me, Christian Alexander Galeana (Notary Public),
(Here insert name and title of the officer)

personally appeared David Lee,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

CHRISTIAN ALEXANDER GALEANA
Notary Public - California
Los Angeles County
Commission # 2422942
My Comm. Expires Oct 23, 2026

Notary Public Signature (Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages ____ Document Date_____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer

(Title)

- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

2015 Version www.NotaryClasses.com 800-873-9865

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

EXHIBIT A

SECTION 33, TOWNSHIP 22 SOUTH, RANGE 18 EAST
HERNANDO COUNTY, FLORIDA

LEGAL DESCRIPTION:

A PORTION OF TRACT "N" AND LOT 11, BLOCK 1380, SPRING HILL UNIT 20, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 9, PAGES 65 THROUGH 80, PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID TRACT "N"; THENCE ALONG THE WEST LINE OF SAID TRACT "N", N 00°06'14" W, 69.26 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WEST LINE, N 00°06'14" W, 27.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF CORTEZ BOULEVARD (STATE ROAD NO. 50); THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, N 89°38'32" E, 150.10 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY; THENCE 39.20 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 89°49'48" AND A CHORD BEARING AND DISTANCE OF S 45°26'34" E, 35.30 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF MARINER BOULEVARD; THENCE ALONG SAID WEST RIGHT OF WAY, S 00°31'40" E, 74.04 FEET; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE, S 89°28'20" W, 10.00 FEET; THENCE N 00°31'40" W, 79.00 FEET; THENCE S 89°38'32" W, 156.68 FEET; THENCE S 00°06'14" E, 7.00 FEET; THENCE S 89°38'32" W, 8.50 FEET TO THE POINT OF BEGINNING.

LEGAL/SKETCH ONLY
–THIS IS NOT A BOUNDARY SURVEY–

SCALE: 1"=40'
DRAWN BY: ABT
DWG. No.2206-100-39
PROJ. No.2206-100-39

UTILITY EASEMENT
PANDA EXPRESS SITE

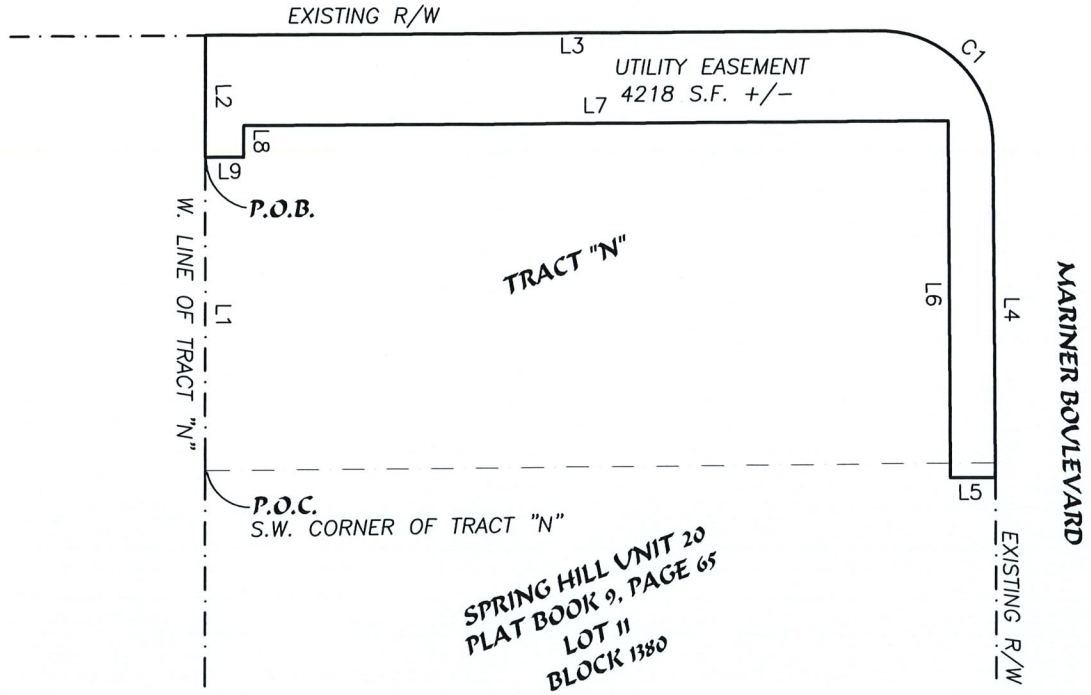
EXTREME SURVEYING OF FLORIDA, INC.
LB No. 7425
29340 RHODIN PLACE
WESLEY CHAPEL, FLORIDA 33545
PH. (813) 973-2092
EMail: alex@extreme-surveying.com
PROFESSIONAL SURVEYING AND MAPPING SERVICES

EXHIBIT B

SECTION 33, TOWNSHIP 22 SOUTH, RANGE 18 EAST
HERNANDO COUNTY, FLORIDA

1"= 40'

STATE ROAD #50
CORTEZ BOULEVARD



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	25.00'	39.20'	35.30'	S 45°26'34" E	89°49'48"

LEGEND

PG. = PAGE
P.B. = PLAT BOOK
P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
R/W = RIGHT OF WAY

LINE	BEARING	DISTANCE
L1	N 00°06'14" W	69.26'
L2	N 00°06'14" W	27.00'
L3	N 89°38'32" E	150.10'
L4	S 00°31'40" E	74.04'
L5	S 89°28'20" W	10.00'
L6	N 00°31'40" W	79.00'
L7	S 89°38'32" W	156.68'
L8	S 00°06'14" E	7.00'
L9	S 89°38'32" W	8.50'

SURVEYOR'S NOTES:

1) THIS IS NOT A BOUNDARY SURVEY. THIS IS A LEGAL AND SKETCH ONLY.

2) BEARINGS REFERENCED TO THE WEST RIGHT OF WAY LINE OF MARINER BOULEVARD AS BEING S 00°31'40" E, PER GEODETIC BEARINGS, ZONE WEST.

3) THIS SURVEY NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

Alex B. Thompson Jr., LICENSE NUMBER No. 5318, STATE OF FLORIDA, PROFESSIONAL SURVEYOR AND MAPPER

Digitally signed by Alex B Thompson Jr.
Date: 2025.03.17 16:23:49 -04'00'

Date Signed: 3-17-25

Alex B. Thompson Jr., P.L.S.
State of Florida No. 5318
Registered Land Surveyor and Mapper

PAGE 2 OF 2
LEGAL/SKETCH ONLY
–THIS IS NOT A BOUNDARY SURVEY–

SCALE: 1"=40'
DRAWN BY: ABT
DWG. No.2206-100-39
PROJ. No.2206-100-39

UTILITY EASEMENT
PANDA EXPRESS SITE

EXTREME SURVEYING OF FLORIDA, INC.
LB No. 7425
29340 RHODIN PLACE
WESLEY CHAPEL, FLORIDA 33545
PH. (813) 973-2092
EMail: alex@extreme-surveying.com
PROFESSIONAL SURVEYING AND MAPPING SERVICES

Instr #2025072321 BK: 4623 PG: 633, Filed & Recorded: 10/16/2025 12:33 PM ALD Deputy Clk, #Pgs:5
Doug Chorvat, Jr.,Clerk of the Circuit Court Hernando CO FL Rec Fees: $44.00

Prepared by and Return to:
Hernando County Attorney's Office
20 North Main Street, Suite 462
Brooksville, Florida 34601

PERPETUAL UTILITY EASEMENT

THIS EASEMENT, made this 5 day of May, 2025, between CFT NV Developments, LLC, a Limited Liability Company, whose address is 1120 N. Town Center Drive, Suite 150, Las Vegas Nevada 89144, hereinafter referred to as the "Grantor", and **Hernando County Water and Sewer District**, a body corporate and politic of the State of Florida, by and through its Board of County Commissioners, whose address is 15470 Flight Path Drive, Brooksville, Florida 34604, hereinafter referred to as the "Grantee":

WITNESSETH:

The Grantor in consideration of the sum of ten dollars and no cents ($10.00) and other good and valuable consideration in hand paid by the said Grantee to the Grantor, receipt whereof is hereby acknowledged, has granted, quitclaimed and conveyed unto the said Grantee, its successors and assigns forever, a Perpetual Utility Easement and right-of-way, hereinafter referred to as the "Easement", for the purpose of clearing, excavating, constructing, inspecting, improving, repairing and/or maintaining public utility facilities in, upon, under, over, across and through the following described land in the County of Hernando, State of Florida, to wit:

See **Exhibit "A" and "B"** (legal description and sketches consisting of Two sheets) attached hereto and made a part hereof by reference.

Parcel ID Number: R32-323-17-5200-1380-0090

TO HAVE AND TO HOLD the same unto said Grantee, its successors and assigns forever, together with the reasonable right to enter and depart over and upon adjoining lands of the Grantor for the purpose of exercising the rights herein granted, so long as the land is restored to as good or better condition than originally found upon completion of construction or maintenance.

Grantor covenants to the Grantee that it is lawfully seized of said land and that it has good, right and lawful authority to grant this Easement.

Grantor hereby covenants and agrees that the Grantor shall not locate, place, construct, install, create, permit or allow any buildings or permanent structures or obstacles (including but not limited to landscaping, trees, fences and walls) within the Easement and the Grantor shall not interfere with the Grantee's utility facilities within the Easement.

Grantor further covenants to indemnify and hold harmless Grantee from any and all damages and injuries, whether to persons or property, resulting from interference with the Grantee's utility facilities by the Grantor or its officers, directors, employees, agents, guests, heirs, successors, or assigns.

This Easement shall be recorded in the Public Records of Hernando County, Florida.

IN WITNESS WHEREOF, Grantor has caused these presents to be duly signed the day and year first above written.

Signed, sealed and delivered in the presence of:

(Signature of two Witnesses required by Florida Law)

Witness: _____

Print Name: Chris Galeana

Address: 1683 Walnut Grove Ave
Rosemead, CA 91770

Witness: _____

Print Name: Ronald Yip

Address: 1683 Walnut Grove Ave
Rosemead, CA 91770

CFT NV Developments, LLC

By: _____
Name / Title

By: David Luo / Manager
Name/title

Approved as to form _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____day of _____, 2025, by _ _____, as Title of CFT NV Developments, LLC _, a Florida limited liability company, on behalf of the company. He/she is ☐ personally known to me or has ☐ produced _____, as identification.

(NOTARY SEAL)

_____
Signature of Notary
Print Name:_____
Notary Public, State of Florida
Commission No._____
My Commission expires:_____

Please See Attached

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Los Angeles }

On MAY 05 2025 before me, Christian Alexander Galeana (Notary Public),
(Here insert name and title of the officer)

personally appeared Dan'l Lud,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public Signature (Notary Public Seal)

CHRISTIAN ALEXANDER GALEANA
Notary Public - California
Los Angeles County
Commission # 2422942
My Comm. Expires Oct 23, 2026

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages ____ Document Date____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  (Title)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other ____

2015 Version www.NotaryClasses.com 800-873-9865

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

EXHIBIT A

SECTION 33, TOWNSHIP 22 SOUTH, RANGE 18 EAST
HERNANDO COUNTY, FLORIDA

LEGAL DESCRIPTION:

A PORTION OF TRACT "N" AND LOT 11, BLOCK 1380, SPRING HILL UNIT 20, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 9, PAGES 65 THROUGH 80, PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID TRACT "N"; THENCE ALONG THE WEST LINE OF SAID TRACT "N", N 00°06'14" W, 69.26 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WEST LINE, N 00°06'14" W, 27.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF CORTEZ BOULEVARD (STATE ROAD NO. 50); THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, N 89°38'32" E, 150.10 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY; THENCE 39.20 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 89°49'48" AND A CHORD BEARING AND DISTANCE OF S 45°26'34" E, 35.30 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF MARINER BOULEVARD; THENCE ALONG SAID WEST RIGHT OF WAY, S 00°31'40" E, 74.04 FEET; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE, S 89°28'20" W, 10.00 FEET; THENCE N 00°31'40" W, 79.00 FEET; THENCE S 89°38'32" W, 156.68 FEET; THENCE S 00°06'14" E, 7.00 FEET; THENCE S 89°38'32" W, 8.50 FEET TO THE POINT OF BEGINNING.

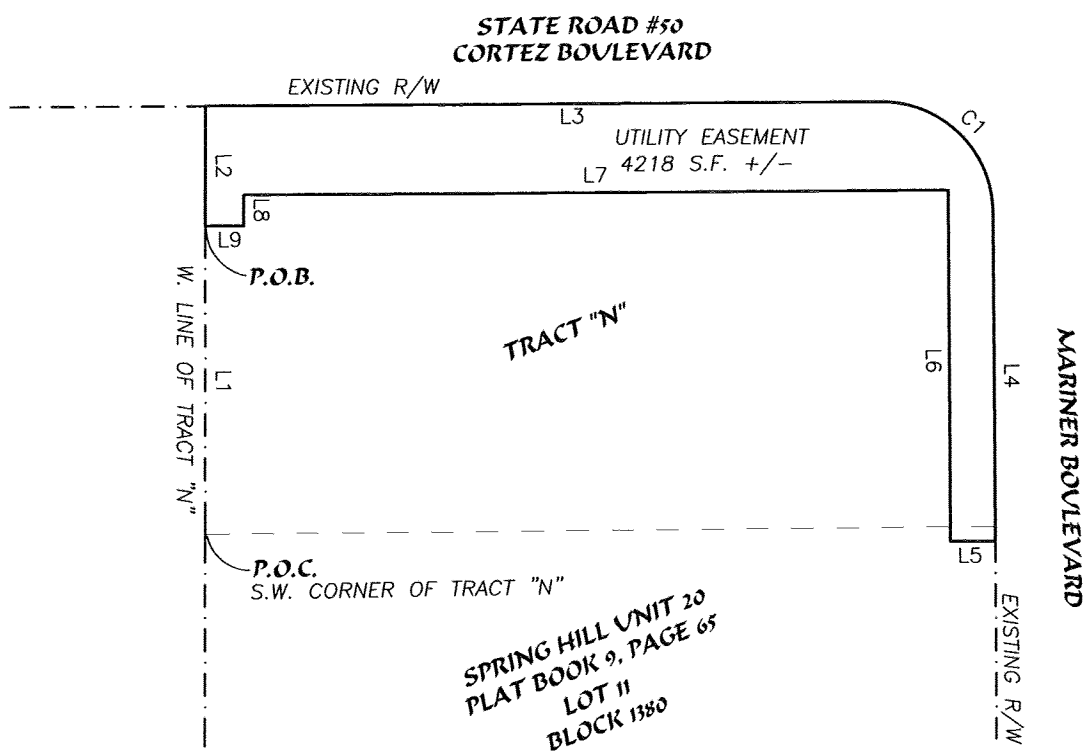
LEGAL/SKETCH ONLY
–THIS IS NOT A BOUNDARY SURVEY–

SCALE: 1"=40'	**UTILITY EASEMENT**	EXTREME SURVEYING OF FLORIDA, INC.
DRAWN BY: ABT	PANDA EXPRESS SITE	LB No. 7425
DWG. No.2206-100-39		29340 RHODIN PLACE
PROJ. No.2206-100-39		WESLEY CHAPEL, FLORIDA 33545
		PH. (813) 973-2092
		EMail: alex@extreme-surveying.com
		PROFESSIONAL SURVEYING AND MAPPING SERVICES

EXHIBIT B

SECTION 33, TOWNSHIP 22 SOUTH, RANGE 18 EAST
HERNANDO COUNTY, FLORIDA

1"= 40'



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	25.00'	39.20'	35.30'	S 45°26'34" E	89°49'48"

LEGEND

PG. = PAGE
P.B. = PLAT BOOK
P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
R/W = RIGHT OF WAY

LINE	BEARING	DISTANCE
L1	N 00°06'14" W	69.26'
L2	N 00°06'14" W	27.00'
L3	N 89°38'32" E	150.10'
L4	S 00°31'40" E	74.04'
L5	S 89°28'20" W	10.00'
L6	N 00°31'40" W	79.00'
L7	S 89°38'32" W	156.68'
L8	S 00°06'14" E	7.00'
L9	S 89°38'32" W	8.50'

SURVEYOR'S NOTES:

1) THIS IS NOT A BOUNDARY SURVEY. THIS IS A LEGAL AND SKETCH ONLY.

2) BEARINGS REFERENCED TO THE WEST RIGHT OF WAY LINE OF MARINER BOULEVARD AS BEING S 00°31'40" E, PER GEODETIC BEARINGS, ZONE WEST.

3) THIS SURVEY NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

Alex B. Thompson Jr., P.L.S.
State of Florida No. 5318
Registered Land Surveyor and Mapper

Date Signed: 3-17-25

Alex B. Thompson Jr. LICENSE NUMBER No. 5318 STATE OF FLORIDA PROFESSIONAL SURVEYOR AND MAPPER

Digitally signed by Alex B Thompson Jr.
Date: 2025.03.17 16:23:49 -04'00'

PAGE 2 OF 2
LEGAL/SKETCH ONLY
–THIS IS NOT A BOUNDARY SURVEY–

SCALE: 1"=40'
DRAWN BY: ABT
DWG. No.2206-100-39
PROJ. No.2206-100-39

UTILITY EASEMENT
PANDA EXPRESS SITE

EXTREME SURVEYING OF FLORIDA, INC.
LB No. 7425
29340 RHODIN PLACE
WESLEY CHAPEL, FLORIDA 33545
PH. (813) 973-2092
EMail: alex@extreme-surveying.com
PROFESSIONAL SURVEYING AND MAPPING SERVICES

TITLE
Resolution Proclaiming September 15, 2025, Through October 15, 2025, as Hispanic Heritage Month

BRIEF OVERVIEW
Received a request from Vivian Rivera, organizer of the Miss Hispanic Queen of Hernando County, requesting a resolution proclaiming September 15, 2025, through October 15, 2025, as Hispanic Heritage Month in Hernando County. The attached resolution recognizes the presence, cultural diversity, and contributions made by Hispanics in Hernando County, whose strong sense of community, work ethic, faith and love of family help to unite us all and strengthen our community.

FINANCIAL IMPACT
N/A

LEGAL NOTE
The Board has the authority to act on this matter pursuant to Chapter 125, Florida Statutes.

RECOMMENDATION
It is recommended the Board adopt the attached resolution proclaiming September 15, 2025, through October 15, 2025, as Hispanic Heritage Month in Hernando County.

REVIEW PROCESS

Jessica Wright	Approved	08/05/2025 2:11 PM
Pamela Hare	Approved	08/06/2025 10:14 AM
Heidi Prouse	Approved	08/06/2025 11:59 AM
Toni Brady	Approved	08/07/2025 10:42 AM
Jeffrey Rogers	Approved	08/18/2025 9:04 AM
Colleen Conko	Approved	08/18/2025 10:26 AM

RESULT: **ADOPTED**
MOVER: Steve Champion
SECONDER: Ryan Amsler
AYES: Hawkins, Campbell, Allocco, Amsler and Champion

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

RESOLUTION 2025 –

"Collective Heritage: Honoring the Past, Inspiring the Future"

WHEREAS, NATIONAL HISPANIC HERITAGE MONTH is observed each year from September 15 through October 15 in recognition of the contributions made and the important presence of Hispanic and Latino Americans in the United States; and

WHEREAS, during **NATIONAL HISPANIC HERITAGE MONTH,** Americans celebrate the history, culture, and traditions of those who trace their roots to Spain, Mexico, and the Spanish-speaking continents of Central America, South America, and the Caribbean; and

WHEREAS, the observance of **HISPANIC HERITAGE MONTH** started in 1968 as *Hispanic Heritage Week* under President Lyndon Johnson and was expanded in 1988 by President Ronald Reagan to cover a 30-day period starting on September 15 and ending on October 15 pursuant to Public Law 100-402; and

WHEREAS, the Latin American countries of Costa Rica, El Salvador, Guatemala, Honduras, Nicaragua, Mexico, Chile, and Belize celebrate the anniversaries of their independence during **HISPANIC HERITAGE MONTH**; and

WHEREAS, Florida has the third largest population of Hispanics in the Nation, with a Hispanic population of 26.4% in the State and 14.8% in Hernando County; and

WHEREAS, there are over 1.2 million Hispanic and Latino men and women serving our country in the United States Armed Forces; and

WHEREAS, Hispanics in the United States have helped establish America as a place of freedom and opportunity, and their contributions as leaders, innovators, entrepreneurs, and members of our Armed Forces continue to enrich our Nation's character; and

WHEREAS, cultural diversity and optimism for a brighter future are part of our Nation's greatest strengths; and

WHEREAS, HISPANIC HERITAGE MONTH celebrates the thousands of Hispanics in Hernando County, whose strong sense of community, patriotism, work ethic, faith, and love of family help to unite us all.

NOW, THEREFORE, BE IT RESOLVED BY THE HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS AS FOLLOWS:

SECTION 1. The Board of County Commissioners hereby proclaim September 15, 2025, through October 15, 2025, as **HISPANIC HERITAGE MONTH** in Hernando County.

SECTION 2. The Board of County Commissioners hereby call upon public officials, educators, librarians and all its citizens to observe **HISPANIC HERITAGE MONTH** with the appropriate ceremonies, activities and programs.

ADOPTED in Regular Session this 9th day of September 2025, A.D.

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

Attest:

Douglas A. Chorvat, Jr.
Clerk of Circuit Court & Comptroller

Brian Hawkins
Chairman

Steve Champion
Commissioner

Jerry Campbell
Vice Chairman

Ryan Amsler
Commissioner

John Allocco
Second Vice Chairman

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

RESOLUTION 2025 – 152

"Collective Heritage: Honoring the Past, Inspiring the Future"

WHEREAS, NATIONAL HISPANIC HERITAGE MONTH is observed each year from September 15 through October 15 in recognition of the contributions made and the important presence of Hispanic and Latino Americans in the United States; and

WHEREAS, during **NATIONAL HISPANIC HERITAGE MONTH,** Americans celebrate the history, culture, and traditions of those who trace their roots to Spain, Mexico, and the Spanish-speaking continents of Central America, South America, and the Caribbean; and

WHEREAS, the observance of **HISPANIC HERITAGE MONTH** started in 1968 as *Hispanic Heritage Week* under President Lyndon Johnson and was expanded in 1988 by President Ronald Reagan to cover a 30-day period starting on September 15 and ending on October 15 pursuant to Public Law 100-402; and

WHEREAS, the Latin American countries of Costa Rica, El Salvador, Guatemala, Honduras, Nicaragua, Mexico, Chile, and Belize celebrate the anniversaries of their independence during **HISPANIC HERITAGE MONTH**; and

WHEREAS, Florida has the third largest population of Hispanics in the Nation, with a Hispanic population of 26.4% in the State and 14.8% in Hernando County; and

WHEREAS, there are over 1.2 million Hispanic and Latino men and women serving our country in the United States Armed Forces; and

WHEREAS, Hispanics in the United States have helped establish America as a place of freedom and opportunity, and their contributions as leaders, innovators, entrepreneurs, and members of our Armed Forces continue to enrich our Nation's character; and

WHEREAS, cultural diversity and optimism for a brighter future are part of our Nation's greatest strengths; and

WHEREAS, HISPANIC HERITAGE MONTH celebrates the thousands of Hispanics in Hernando County, whose strong sense of community, patriotism, work ethic, faith, and love of family help to unite us all.

NOW, THEREFORE, BE IT RESOLVED BY THE HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS AS FOLLOWS:

SECTION 1. The Board of County Commissioners hereby proclaim September 15, 2025, through October 15, 2025, as **HISPANIC HERITAGE MONTH** in Hernando County.

SECTION 2. The Board of County Commissioners hereby call upon public officials, educators, librarians and all its citizens to observe **HISPANIC HERITAGE MONTH** with the appropriate ceremonies, activities and programs.

ADOPTED in Regular Session this 9th day of September 2025, A.D.

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

Attest:

Heidi Prause, Deputy Clerk

Douglas A. Chorvat, Jr.
Clerk of Circuit Court & Comptroller

Brian Hawkins
Chairman

Steve Champion
Commissioner

Jerry Campbell
Vice Chairman

Ryan Amsler
Commissioner

John Allocco
Second Vice Chairman

Board of County Commissioners

AGENDA ITEM

Meeting: 09/09/2025
Department: Administration
Prepared By: Demetris Williams-Fagin
Initiator: Jeffery Rogers
DOC ID: 16197
Legal Request Number:
Bid/Contract Number:

TITLE
Resolution Proclaiming September 17, 2025, Through September 23, 2025, as Constitution Week

BRIEF OVERVIEW
Attached is a proposed resolution proclaiming the week of September 17, 2025, through September 23, 2025, as Constitution Week in Hernando County. The attached resolution recognizes the 238th anniversary of the framing of the Constitution of the United States of America and encourages all citizens to participate in meaningful ceremonies and programs that celebrate our Constitution and reaffirm our rights and obligations as citizens of our great nation.

FINANCIAL IMPACT
N/A

LEGAL NOTE
The Board has the authority to act on this matter pursuant to Chapter 125, Florida Statutes.

RECOMMENDATION
It is recommended the Board adopt the attached resolution proclaiming September 17, 2025, through September 23, 2025, as Constitution Week in Hernando County.

REVIEW PROCESS

Jessica Wright	Approved	07/31/2025 12:04 PM
Pamela Hare	Approved	08/01/2025 10:30 AM
Heidi Prouse	Approved	08/01/2025 2:10 PM
Toni Brady	Approved	08/03/2025 8:18 PM
Jeffrey Rogers	Approved	08/03/2025 9:24 PM
Colleen Conko	Approved	08/04/2025 10:59 AM

RESULT: **ADOPTED**
MOVER: Steve Champion
SECONDER: Ryan Amsler
AYES: Hawkins, Campbell, Allocco, Amsler and Champion

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

RESOLUTION 2025 –

WHEREAS, September 17, 2025, marks the 238th anniversary of the framing of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, the Constitution is perhaps our Nation's most cherished document, the compass that has helped us chart America's course toward freedom, human dignity, and democracy; and

WHEREAS, at every turning point in our history, the letter and spirit of the Constitution have enabled us to reaffirm our union and expand the meaning of liberty; and

WHEREAS, the right to participate in self-government, and the many other freedoms guaranteed by our Constitution, inspire the dreams and ambitions of many inside and outside our borders; and

WHEREAS, CONSTITUTION WEEK was officially enacted on August 2, 1956, by President Dwight D. Eisenhower from a congressional resolution petitioned by the Daughters of the American Revolution; and

WHEREAS, the Daughters of the American Revolution have dedicated themselves to historical preservation, promotion of education, and encouragement of patriotic endeavor throughout its local chapters; and

WHEREAS, during **CONSTITUTION WEEK**, let us remember that with the many gifts bestowed on us by the Constitution comes the responsibility to be informed and engaged citizens, to take an active role in the civic life of our communities and our country, and to uphold the ideals of unity and liberty that have sustained us since our earliest days as a Nation.

NOW, THEREFORE, BE IT RESOLVED BY THE HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS AS FOLLOWS:

SECTION 1. The Board of County Commissioners hereby proclaim September 17-23, 2025, as **CONSTITUTION WEEK** in Hernando County.

SECTION 2. The Board of County Commissioners encourage all citizens to join in giving thanks for the blessings of liberty our Constitution helps to secure and to participate in meaningful ceremonies and programs that celebrate our Constitution and reaffirm our rights and obligations as citizens of our great Nation.

ADOPTED in Regular Session this 9th day of September 2025, A.D.

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

Attest:

Douglas A. Chorvat, Jr.
Clerk of Circuit Court & Comptroller

Brian Hawkins
Chairman

Steve Champion
Commissioner

Jerry Campbell
Vice Chairman

Ryan Amsler
Commissioner

John Allocco
Second Vice Chairman

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

RESOLUTION 2025 – 153

WHEREAS, September 17, 2025, marks the 238th anniversary of the framing of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, the Constitution is perhaps our Nation's most cherished document, the compass that has helped us chart America's course toward freedom, human dignity, and democracy; and

WHEREAS, at every turning point in our history, the letter and spirit of the Constitution have enabled us to reaffirm our union and expand the meaning of liberty; and

WHEREAS, the right to participate in self-government, and the many other freedoms guaranteed by our Constitution, inspire the dreams and ambitions of many inside and outside our borders; and

WHEREAS, CONSTITUTION WEEK was officially enacted on August 2, 1956, by President Dwight D. Eisenhower from a congressional resolution petitioned by the Daughters of the American Revolution; and

WHEREAS, the Daughters of the American Revolution have dedicated themselves to historical preservation, promotion of education, and encouragement of patriotic endeavor throughout its local chapters; and

WHEREAS, during **CONSTITUTION WEEK**, let us remember that with the many gifts bestowed on us by the Constitution comes the responsibility to be informed and engaged citizens, to take an active role in the civic life of our communities and our country, and to uphold the ideals of unity and liberty that have sustained us since our earliest days as a Nation.

NOW, THEREFORE, BE IT RESOLVED BY THE HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS AS FOLLOWS:

SECTION 1. The Board of County Commissioners hereby proclaim September 17-23, 2025, as **CONSTITUTION WEEK** in Hernando County.

SECTION 2. The Board of County Commissioners encourage all citizens to join in giving thanks for the blessings of liberty our Constitution helps to secure and to participate in meaningful ceremonies and programs that celebrate our Constitution and reaffirm our rights and obligations as citizens of our great Nation.

ADOPTED in Regular Session this 9th day of September 2025, A.D.

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

Attest:

Heidi Prause, Deputy Clerk

Douglas A. Chorvat, Jr.
Clerk of Circuit Court & Comptroller

Brian Hawkins
Chairman

Steve Champion
Commissioner

Jerry Campbell
Vice Chairman

Ryan Amsler
Commissioner

John Allocco
Second Vice Chairman

Board of County Commissioners

AGENDA ITEM

Meeting: 09/09/2025
Department: Finance
Prepared By: Shanon Aguayo
Initiator: Joshua Stringfellow
DOC ID: 16179
Legal Request Number:
Bid/Contract Number:

TITLE
Notice of Purchasing Policy Exceptions for July 2025

BRIEF OVERVIEW

Vendor	Exception	Amount	Department
Tetra Tech, Inc.	Vendor delayed sending invoice due to hurricanes Helene & Milton. Invoice received 12/2024, EPO was closed by then.	$2,771.08	DPW
Time Savers Landscape DBA M&G Lawn and Landscape	Time Savers purchased M&G assets and rights under their contract but did not assume contractual obligations	$6,150.00	DPW
McShea Contracting	PO not issued due to time constraints associated with completion of the project and safety issues with Hernando County citizens.	$17,310.98	DPW

FINANCIAL IMPACT
N/A

LEGAL NOTE
N/A

RECOMMENDATION
For informational purposes only; no action is required by the Board.

REVIEW PROCESS

Josh Stringfellow	Approved	08/18/2025 10:53 AM
Douglas Chorvat - FYI	Notified - FYI	08/18/2025 10:53 AM
Pamela Hare	Approved	08/19/2025 3:39 PM
Heidi Prouse	Approved	08/21/2025 10:29 AM
Toni Brady	Approved	08/21/2025 4:07 PM
Jeffrey Rogers	Approved	08/21/2025 9:46 PM
Colleen Conko	Approved	08/25/2025 11:14 AM

RQ 86581
PD 7/11/25
CK V528595
VN 15271

PURCHASING POLICY EXCEPTION FORM

DATE: 6/23/25

FROM:

DEPARTMENT: Public Works

VENDOR: TetraTech Inc #15271

DEPT DIRECTOR/
MGR SIGNATURE: _____ DATE: 6/23/25

Amount of Invoice: $2,771.08 **Invoice Date:** 12/16/25

The attached request for disbursement does not appear to be in compliance with Hernando County Purchasing Policy and Procedures, for the following reason:

The invoice was received by the Department of Public Works in December 2024. There was a delay at Tetra Tech with processing the final invoice for back office work completed for TS Debby and the Emergency Purchase Order (24000931) was closed as the only bill received was Inv 52308413 for services through 8/23/2024. Due to delays at Tetra Tech with Hurricanes Helene and Milton impacts, the finalization of services for back office work in October were not invoiced until December 2024.

Please forward all documentation with this form, attached with a letter of explanation, to the Chief Procurement Officer.

TO: CHIEF PROCUREMENT OFFICER
Please review, and upon approval, forward to County Administration.

_____ Date: 6/25/25

To process this disbursement, the request must be approved by the County Administrator.

TO: COUNTY ADMINISTRATOR
Please review, and upon approval, forward to the Finance Department for processing.

APPROVED FOR PAYMENT:

COUNTY ADMINISTRATOR (or designee): _____
DATE: 6/30/2025

APPROVED FOR PAYMENT:
FINANCE DIRECTOR/
ASST. FINANCE DIRECTOR _____ Date: _____

APPROVED
By Joshua Stringfellow at 1:57 pm, Jul 08, 2025

Rcvd 6/30/25
Forw'd to JS 6/3
Rcv'd sign: 7/0

DEPARTMENT OF PUBLIC WORKS
ENGINEERING • FACILITIES • REAL PROPERTY • ROADS/BRIDGES • STORMWATER • TRAFFIC • TRANSIT
1525 EAST JEFFERSON STREET • BROOKSVILLE, FLORIDA 34601
P 352.754.4060 • F 352.754.4423 • W www.HernandoCounty.us

MEMORANDUM

TO: **Carla Rossiter-Smith, Chief Procurement Officer**

FROM: **Lillian Hoyt, Finance Manager**

DATE: **June 17, 2025**

RE: **Exception payment for Invoice from Tetra Tech for PTC424-TS Debby**

In August 2024 Hernando County was in preparations and minor impact from Tropical Storm Debby. Emergency Purchase Order #24000931 was issued for Storm Monitoring services in the event of a major impact. We received an invoice for services through August 23, 2024, at the end of September and thought this was the complete billing for these services. Invoice 52308413 was processed as final payment, and the purchase order was closed out.

In December of 2024, we received an additional invoice for Data Manager and Administration time for back-office processes that went into October 2024. Due to the impacts of Hurricanes Helene and Milton in late August/September 2024, the invoicing and completion of these back-office project close out at Tetra Tech were delayed.

We requested additional clarification from Tetra Tech in December, however, due to email contact limits for this project since there was not a major impact, no response was received from Tetra Tech. Today, a follow up phone call from Tetra Tech provided the requested clarification of the October service dates for a storm impact in early August.

We request processing of the payment in the amount of $2,771.08 for services rendered in response to TS Debby with a final billing period ending October 25, 2024.

Tetra Tech Inc.
2301 Lucien Way
Suite 120
Maitland, FL 32751
(321)-441-8500

Bill To:
ATTN:

Hernando County FL
Scott Herring, P.E.
Public Works Director/ County Engineer
1525 East Jefferson Street
Brooksville, FL 34601

INVOICE NUMBER:	52353221
INVOICE DATE:	12/16/2024
PAYMENT TERMS:	NET 30
FEDERAL TAX ID#:	95-4148514
BILLING PERIOD:	10/25/2024
PO Number:	24000931

PROFESSIONAL SERVICES: 1055049101 Hurr Debby - Hernando Co, FL

LABOR

Billing Title	**Hours**	**Rate**	**Amount**
Data Manager	43.50	$ 57.20	$ 2,488.20
Administrative Support	8.00	$ 35.36	$ 282.88
Labor Total	**51.50**		**$ 2,771.08**
Grand Total			**$ 2,771.08**
		TOTAL AMOUNT DUE THIS INVOICE:	**$ 2,771.08**

REMIT PAYMENT TO:

Wells Fargo Bank
420 Montgomery Street
San Francisco, CA 94104
Account Name: Tetra Tech, Inc.
Account No.: 4133160325
Routing No.: 121000248

OR

Tetra Tech Inc.
PO Box 911642
Denver, CO 80291-1642

ACH

To ensure accurate posting, please note the invoice number on your check. Interest will be charged on all past-due amounts per contract terms and conditions.

INVOICE NUMBER:	52353221
INVOICE DATE:	12/16/2024
FEDERAL TAX ID#:	95-4148514
BILLING PERIOD:	10/25/2024

PROFESSIONAL SERVICES: 105S049101 Hurr Debby - Hernando Co, FL

Billing Title	Emp Name	Hours	Rate	Amount
Data Manager	Caban Gonzalez, Nataniel (Caban)	32.00	$ 57.20	$ 1,830.40
	Thomas, Ian Mark (Ian)	11.50	$ 57.20	$ 657.80
Data Manager Total		**43.50**		**$ 2,488.20**
Administrative Support	Hasson, Erin Leigh (Erin)	0.50	$ 35.36	$ 17.68
	Hightower, Tameka (Tameka)	2.50	$ 35.36	$ 88.40
	Pfannenstiel, Kayla Nicole (Kayla)	2.50	$ 35.36	$ 88.40
	Reinhart, Geoffrey (Geoff)	2.00	$ 35.36	$ 70.72
	Valdez Espinoza, Jason (Jason)	0.50	$ 35.36	$ 17.68
Administrative Support Total		**8.00**		**$ 282.88**
Grand Total		**51.50**		**$ 2,771.08**

INVOICE NUMBER:	52353221
INVOICE DATE:	12/16/2024
FEDERAL TAX ID#:	95-4148514
BILLING PERIOD:	10/25/2024

PROFESSIONAL SERVICES: 105S049101 Hurr Debby - Hernando Co, FL

Project Num	Item Date	Task No.	Task Name	PLC	Billing Title	Emp Name	Hours	Rate	Amount
105S049101	1-Oct-24	101	ROW	105-5009	Data Manager	Caban Gonzalez, Nataniel (Caban)	8.00	$ 57.20	$ 457.60
105S049101	2-Oct-24	101	ROW	105-5009	Data Manager	Caban Gonzalez, Nataniel (Caban)	8.00	$ 57.20	$ 457.60
105S049101	3-Oct-24	101	ROW	105-5009	Data Manager	Caban Gonzalez, Nataniel (Caban)	8.00	$ 57.20	$ 457.60
105S049101	4-Oct-24	101	ROW	105-5009	Data Manager	Caban Gonzalez, Nataniel (Caban)	8.00	$ 57.20	$ 457.60
105S049101	2-Oct-24	101	ROW	105-5016	Administrative Support	Hasson, Erin Leigh (Erin)	0.50	$ 35.36	$ 17.68
105S049101	8-Oct-24	101	ROW	105-5016	Administrative Support	Hightower, Tameka (Tameka)	0.50	$ 35.36	$ 17.68
105S049101	11-Oct-24	101	ROW	105-5016	Administrative Support	Hightower, Tameka (Tameka)	2.00	$ 35.36	$ 70.72
105S049101	15-Oct-24	101	ROW	105-5016	Administrative Support	Pfannenstiel, Kayla Nicole (Kayla)	1.00	$ 35.36	$ 35.36
105S049101	25-Oct-24	101	ROW	105-5016	Administrative Support	Pfannenstiel, Kayla Nicole (Kayla)	1.50	$ 35.36	$ 53.04
105S049101	28-Sep-24	101	ROW	105-5016	Administrative Support	Reinhart, Geoffrey (Geoff)	2.00	$ 35.36	$ 70.72
105S049101	30-Sep-24	101	ROW	105-5009	Data Manager	Thomas, Ian Mark (Ian)	2.00	$ 57.20	$ 114.40
105S049101	14-Oct-24	101	ROW	105-5009	Data Manager	Thomas, Ian Mark (Ian)	1.00	$ 57.20	$ 57.20
105S049101	16-Oct-24	101	ROW	105-5009	Data Manager	Thomas, Ian Mark (Ian)	1.00	$ 57.20	$ 57.20
105S049101	17-Oct-24	101	ROW	105-5009	Data Manager	Thomas, Ian Mark (Ian)	2.00	$ 57.20	$ 114.40
105S049101	22-Oct-24	101	ROW	105-5009	Data Manager	Thomas, Ian Mark (Ian)	1.00	$ 57.20	$ 57.20
105S049101	23-Oct-24	101	ROW	105-5009	Data Manager	Thomas, Ian Mark (Ian)	2.00	$ 57.20	$ 114.40
105S049101	24-Oct-24	101	ROW	105-5009	Data Manager	Thomas, Ian Mark (Ian)	1.50	$ 57.20	$ 85.80
105S049101	25-Oct-24	101	ROW	105-5009	Data Manager	Thomas, Ian Mark (Ian)	1.00	$ 57.20	$ 57.20
105S049101	9-Oct-24	101	ROW	105-5016	Administrative Support	Valdez Espinoza, Jason (Jason)	0.25	$ 35.36	$ 8.84
105S049101	14-Oct-24	101	ROW	105-5016	Administrative Support	Valdez Espinoza, Jason (Jason)	0.25	$ 35.36	$ 8.84
						Total	**51.50**		**$ 2,771.08**

TETRA TECH

TIME CARD REPORT SUMMARY BY PROJECT

Employee Name : Caban Gonzalez, Nataniel (Caban) (634994)
Employee Org : 105 Case Mgmt-Variable (102348)
Submitted by : Jean.Diazrosa@Tetratech.Com
Supervisor : Horne, Rosetta (Rose)
Approved by : Horne, Rosetta (Rose)

Total Time : 32 Hours
Date Submitted: 06-OCT-2024
Date Approved : 07-OCT-2024

Week Ending Date : 04-OCT-2024

The Information reported on this Time Card is deemed accurate and has been completed in accordance with Tetratech time charging policies.

ITEM DATE	DOW	HOURS	PROJ NAME	PROJ NUM	TASK NAME	TASK #	LAB CODE	BILLING TITLE
01-OCT-2024	Tue	8.00	Hurr Debby - Hernando Co FL	105S049101	ROW	0101	105-5009	Data Manager
02-OCT-2024	Wed	8.00	Hurr Debby - Hernando Co FL	105S049101	ROW	0101	105-5009	Data Manager
03-OCT-2024	Thu	8.00	Hurr Debby - Hernando Co FL	105S049101	ROW	0101	105-5009	Data Manager
04-OCT-2024	Fri	8.00	Hurr Debby - Hernando Co FL	105S049101	ROW	0101	105-5009	Data Manager

TOTAL HOURS: 32

Employee Name : Hasson, Erin Leigh (Erin) (573238)
Employee Org : 105 Accounting (102400)
Submitted by : Erin.Hasson@Tetratech.Com
Supervisor : Marsan, Tara (Tara)
Approved by : Marsan, Tara (Tara)

Total Time : .5 Hours
Date Submitted: 03-OCT-2024
Date Approved : 07-OCT-2024

Week Ending Date : 04-OCT-2024

The Information reported on this Time Card is deemed accurate and has been completed in accordance with Tetratech time charging policies.

ITEM DATE	DOW	HOURS	PROJ NAME	PROJ NUM	TASK NAME	TASK #	LAB CODE	BILLING TITLE
02-OCT-2024	Wed	0.50	Hurr Debby - Hernando Co FL	105S049101	ROW	0101	105-5016	Administrative Support

TOTAL HOURS: .5

Employee Name : Hightower, Tameka (Tameka) (591193)
Employee Org : 105 Accounting (102400)
Submitted by : Tameka.Hightower@Tetratech.Com
Supervisor : Lievirisci, Adriana (Adriana)
Approved by : Lievirisci, Adriana (Adriana)

Total Time : 2.5 Hours
Date Submitted: 11-OCT-2024
Date Approved : 11-OCT-2024

Week Ending Date : 11-OCT-2024

The Information reported on this Time Card is deemed accurate and has been completed in accordance with Tetratech time charging policies.

ITEM DATE	DOW	HOURS	PROJ NAME	PROJ NUM	TASK NAME	TASK #	LAB CODE	BILLING TITLE
08-OCT-2024	Tue	0.50	Hurr Debby - Hernando Co FL	105S049101	ROW	0101	105-5016	Administrative Support
11-OCT-2024	Fri	2.00	Hurr Debby - Hernando Co FL	105S049101	ROW	0101	105-5016	Administrative Support

TOTAL HOURS: 2.5

Employee Name : Pfannenstiel, Kayla Nicole (Kayla) (588567)
Employee Org : 105 Debris (102360)
Submitted by : Kayla.Pfannenstiel@Tetratech.Com
Supervisor : O'Dell, Kerri L (Kerri)
Approved by : O'Dell, Kerri L (Kerri)

Total Time : 1 Hours
Date Submitted: 18-OCT-2024
Date Approved : 18-OCT-2024

Week Ending Date : 18-OCT-2024

The Information reported on this Time Card is deemed accurate and has been completed in accordance with Tetratech time charging policies.

ITEM DATE	DOW	HOURS	PROJ NAME	PROJ NUM	TASK NAME	TASK #	LAB CODE	BILLING TITLE
15-OCT-2024	Tue	1.00	Hurr Debby - Hernando Co FL	105S049101	ROW	0101	105-5016	Administrative Support

TOTAL HOURS: 1

Employee Name : Pfannenstiel, Kayla Nicole (Kayla) (588567)
Employee Org : 105 Debris (102360)
Submitted by : Kayla.Pfannenstiel@Tetratech.Com
Supervisor : O'Dell, Kerri L (Kerri)
Approved by : O'Dell, Kerri L (Kerri)

Total Time : 1.5 Hours
Date Submitted: 25-OCT-2024
Date Approved : 25-OCT-2024

Week Ending Date : 25-OCT-2024

The Information reported on this Time Card is deemed accurate and has been completed in accordance with Tetratech time charging policies.

ITEM DATE	DOW	HOURS	PROJ NAME	PROJ NUM	TASK NAME	TASK #	LAB CODE	BILLING TITLE
25-OCT-2024	Fri	1.50	Hurr Debby - Hernando Co FL	105S049101	ROW	0101	105-5016	Administrative Support

TOTAL HOURS: 1.5

Employee Name : Reinhart, Geoffrey (Geoff) (576720)
Employee Org : 105 Accounting (102400)
Submitted by : Geoff.Reinhart@Tetratech.Com
Supervisor : Ames, Lisa M (Lisa)
Approved by : Ames, Lisa M (Lisa)

Total Time : 2 Hours
Date Submitted: 04-OCT-2024
Date Approved : 04-OCT-2024

Week Ending Date : 04-OCT-2024

The Information reported on this Time Card is deemed accurate and has been completed in accordance with Tetratech time charging policies.

ITEM DATE	DOW	HOURS	PROJ NAME	PROJ NUM	TASK NAME	TASK #	LAB CODE	BILLING TITLE
28-SEP-2024	Sat	2.00	Hurr Debby - Hernando Co FL	105S049101	ROW	0101	105-5016	Administrative Support

TOTAL HOURS: 2

Employee Name : Valdez Espinoza, Jason (Jason) (595435)
Employee Org : 105 Accounting (102400)
Submitted by : J.Valdezespinoza@Tetratech.Com
Supervisor : Marsan, Tara (Tara)
Approved by : Marsan, Tara (Tara)

Total Time : .25 Hours
Date Submitted: 14-OCT-2024
Date Approved : 14-OCT-2024

Week Ending Date : 11-OCT-2024

The Information reported on this Time Card is deemed accurate and has been completed in accordance with Tetratech time charging policies.

ITEM DATE	DOW	HOURS	PROJ NAME	PROJ NUM	TASK NAME	TASK #	LAB CODE	BILLING TITLE
09-OCT-2024	Wed	0.25	Hurr Debby - Hernando Co FL	105S049101	ROW	0101	105-5016	Administrative Support

TOTAL HOURS: .25

Employee Name : Valdez Espinoza, Jason (Jason) (595435)
Employee Org : 105 Accounting (102400)
Submitted by : J.Valdezespinoza@Tetratech.Com
Supervisor : Marsan, Tara (Tara)
Approved by : Marsan, Tara (Tara)

Total Time : .25 Hours
Date Submitted: 21-OCT-2024
Date Approved : 21-OCT-2024

Week Ending Date : 18-OCT-2024

The Information reported on this Time Card is deemed accurate and has been completed in accordance with Tetratech time charging policies.

ITEM DATE	DOW	HOURS	PROJ NAME	PROJ NUM	TASK NAME	TASK #	LAB CODE	BILLING TITLE
14-OCT-2024	Mon	0.25	Hurr Debby - Hernando Co FL	105S049101	ROW	0101	105-5016	Administrative Support

TOTAL HOURS: .25

TIME CARD REPORT SUMMARY BY PROJECT

Employee Name: THOMAS, IAN (612100)
Employee Org: TETRA TECH, INC
Submitted By: THOMAS, IAN
Week Ending: 10/26/2024

Total Time: 9.5

Date Approved: 10/25/2024

The information reported on this Time Card is deemed accurate and has been completed in accordance with Tetra Tech time charging policies.

ITEM DATE	HOURS	EXP TYPE	PROJ NAME	PROJ NUM	TASK NAME	TASK #	LABOR CAT	BILLING TITLE
10/14/2024	1	Regular	HURR DEBBI HERNANDO CO FL	1055049101	ROW	0101	105 500F	DATA MANAGER
10/16/2024	1	Regular	HURR DEBBI HERNANDO CO FL	1055049101	ROW	0101	105 500F	DATA MANAGER
10/17/2024	2	Overtime	HURR DEBBI HERNANDO CO FL	1055049101	ROW	0101	105 500F	DATA MANAGER
10/22/2024	1	Regular	HURR DEBBI HERNANDO CO FL	1055049101	ROW	0101	105 500F	DATA MANAGER
10/23/2024	4	Regular	HURR DEBBI HERNANDO CO FL	1055049101	ROW	0101	105 500F	DATA MANAGER
10/24/2024	1	Overtime	HURR DEBBI HERNANDO CO FL	1055049101	ROW	0101	105 500F	DATA MANAGER
10/25/2024	1	Overtime	HURR DEBBI HERNANDO CO FL	1055049101	ROW	0101	105 500F	DATA MANAGER
TOTAL HOURS	9.5							

Tetra Tech Inc.
2301 Lucien Way
Suite 120
Maitland, FL 32751
1-866-957-2325

Bill To:
ATTN:

Hernando County FL
Scott Herring, P.E.
Public Works Director/ County Engineer
1525 East Jefferson Street
Brooksville, FL 34601

INVOICE NUMBER:	52308413
INVOICE DATE:	6/2/2025
PAYMENT TERMS:	NET 30
FEDERAL TAX ID#:	95-4148514
BILLING PERIOD:	8/23/2024
PO Number:	24000931
Credit number :	52432665

PROFESSIONAL SERVICES: 1055049101 Hurr Debby - Hernando Co, FL

EXPENSES		**Amount**
Incidental Travel	$	(104.00)
Expense Total	$	**(104.00)**
Grand Total	$	**(104.00)**
TOTAL AMOUNT DUE THIS INVOICE:	$	**(104.00)**

REMIT PAYMENT TO:

Wells Fargo Bank
420 Montgomery Street
San Francisco, CA 94104
Account Name: Tetra Tech, Inc.
Account No.: 4133160325
Routing No.: 121000248
Remittance notices: TES.ARremittances@tetratech.com

OR

Tetra Tech Inc.
PO Box 200191
Dallas, TX 75320-0191

To ensure accurate posting, please note the invoice number on your check. Interest will be charged on all past-due amounts per contract terms and conditions.

PROFESSIONAL SERVICES: 1055049101 Hurr Debby - Hernando Co, FL

INVOICE NUMBER:	52308413
INVOICE DATE:	6/2/2025
PAYMENT TERMS:	NET 30
BILLING PERIOD:	8/23/2024
Credit number :	52432665

Item Date	Task Num	Exp Type	Employee/Supplier	Bill Amount	Comment
8/6/2024	9999	Incidental Travel	Fowler, Allen M (Allen)	$ (45.45)	Circle K Gas
8/7/2024	9999	Incidental Travel	Fowler, Allen M (Allen)	$ (58.55)	Racetrac Gas
			Total	**$ (104.00)**	

RQ 86601
PD 7/11/25
CK 286471
VN 104230

PURCHASING POLICY EXCEPTION FORM

FROM:

DATE: June 30, 2025
DEPARTMENT: Public Works
VENDOR: Time Savers Landscaping, Inc. Vendor#104230

DEPT DIRECTOR/
MGR SIGNATURE: Lilli Hart DATE: 6/30/2025

Amount of Invoice: $6,150.00 **Invoice Date:** February 19, 2025

The attached request for disbursement does not appear to be in compliance with County Purchasing Policy, for the following reason:

Due to Time Savers purchasing M&G Lawn Service assets and right under the two contract (T00034 & T00043) but did not assume the contractual obligations, technically, Time Savers doesn't have to do the contract work, however. as long as the work gets done, regardless of which company does the work, Time SAvers is entitled to payment for that work. Due to litigation between M&G & Timesavers, M&G has refused to sign a notation for Time Savers to assume either contract.

Please forward all documentation with this form attached, and letter of explanation, to the Chief Procurement Officer.

TO: CHIEF PROCUREMENT OFFICER
Please review, and upon approval, forward to County Administration.

Carla Rossetti-Smith Date: 7/3/25

Resolution: Approved.

To process this disbursement, the request must be approved by the County Administrator.

TO: COUNTY ADMINISTRATOR
Please review, and upon approval, forward to the Finance Department for processing.
APPROVED FOR PAYMENT:

COUNTY ADMINISTRATOR (or designee): [signature]
DATE: 7/7/2025

APPROVED FOR PAYMENT:
FINANCE DIRECTOR/
ASST. FINANCE DIRECTOR APPROVED By Joshua Stringfellow at 1:52 pm, Jul 08, 2025 Date:

form 20.purchpolexcep.3.17.14.doc 3/18/2014

RECEIVED By Denise Flores at 8:46 am, Jul 0

M&G Lawn and Landscaping --- Time Savers Landscaping Inc

18736 Rosephil Street | Spring Hill, Florida 34610-2168
7277766688 | timesaverslandscaping@gmail.com | www.timesavers.services

RECIPIENT:

Hernando County Public Works
1525 East Jefferson Street
Brooksville, Florida 34601

NTP 1
4/22/25

Invoice #1663	
Issued	Feb 19, 2025
Due	Mar 06, 2025
Total	**$6,150.00**
Account Balance	$6,150.00

PO# 25000099-1 NTP# 1 and Contract# 22-T00043 Hernando Beach ROW.

Product/Service	Description	Qty.	Unit Price	Total
Dec 10, 2024				
Mowing	Mowing Services for Right-of Way Hernando Beach Subdivision	1	$800.00	$800.00
Mowing	Mowing Services for Hernando Beach Right-of-Way Shoal Line and Osowaw Median Maintenance	1	$100.00	$100.00
Dec 11, 2024				
Mowing	Mowing Services for Right-of Way Hernando Beach Shoal Line Blvd	1	$800.00	$800.00
Jan 03, 2025				
Mowing	Tarpon Blvd - From Osowaw Blvd to US 19	1	$200.00	$200.00
Dec 13, 2024				
Mowing	Osowaw Blvd - Pasco Co. Line to US 19	1	$1,400.00	$1,400.00
Jan 03, 2025				
Mowing	Indian Bay Rd - From Osowaw to Left turn	1	$100.00	$100.00
Dec 13, 2024				
Mowing	Gulf Dr. - From Jills Ln to E Dead End	1	$100.00	$100.00
Jan 03, 2025				
Mowing	Cortez Blvd - From Bayport Entrance to US 19	1	$1,800.00	$1,800.00
Mowing	Bayou Dr - From Cortez Blvd to Pine Island Dr	1	$250.00	$250.00
Mowing	Pine Island Dr - From Cortez Blvd to Park Entrance	1	$600.00	$600.00

M&G Lawn and Landscaping --- Time Savers Landscaping Inc

18736 Rosephil Street | Spring Hill, Florida 34610-2168
7277766688 | timesaverslandscaping@gmail.com | www.timesavers.services

Total	**$6,150.00**
Account balance	**$6,150.00**

Thank you for your business. Please contact us with any questions regarding this invoice.

Susan Brown

From: Lillian Hoyt
Sent: Monday, April 21, 2025 12:52 PM
To: Susan Brown
Cc: Casey Phillips; Nicholas Babino
Subject: FW: LR 22-095-4 - M&G Lawn Service - Contracts T00034 and T00043.

Susan,
As Casey is out this week, please help Nick process any outstanding invoices we may have.

Thank you.

Lillian Hoyt

Finance Manager
Hernando County Department of Public Works
1525 E. Jefferson Street
Brooksville, Florida 34601
Telephone 352-754-4060
Fax 352-754-4423
Don't Sweat the Petty stuff, and don't pet the sweaty stuff ~George Carlin

From: Cathy Tefft <ctefft@co.hernando.fl.us>
Sent: Monday, April 21, 2025 10:47 AM
To: Madison Brannon <MBrannon@co.hernando.fl.us>; Gina Grimmer <GGrimmer@co.hernando.fl.us>; Nicholas Babino <NJBabino@co.hernando.fl.us>; Julie Crull <JCrull@co.hernando.fl.us>; Joseph Goulart <jgoulart@co.hernando.fl.us>
Cc: Christine Schmidt <CSchmidt@co.hernando.fl.us>; Lillian Hoyt <LHoyt@co.hernando.fl.us>; Fran Hallet <FHallet@co.hernando.fl.us>; Mary Pagillo <mpagillo@co.hernando.fl.us>; Lindsey Brown <lindseyb@co.hernando.fl.us>
Subject: FW: LR 22-095-4 - M&G Lawn Service - Contracts T00034 and T00043.

Good morning, sharing Legal's opinion on how to proceed with the M&G contracts. You'll see that the Novation is no longer an option. Legal's direction may not be the outcome we'd hoped for but does provide clarity on moving ahead.

Gina and Nick: please submit Intake Requests for a new Term ITB for services needed by your respective departments. Please proceed to pay the appropriate vendor(s) for work performed – if Time Savers performed work then pay via PPE (which go directly to Carla). If M & G performed work, then pay per the PO. For all future work, please obtain a written quote. If the quote is under $5K, then process accordingly via RQ – but please do not refer back to contract as the RQ will be treated as a standalone RQ. If the written quote is over $5K then reach out to me for next steps.

Gina: Intake Request deadline: **this Friday, 4/25.**
Nick: Intake Request deadline: **next Friday, 5/2.**

Joe or Julie: please prepare the termination of convenience letter for contract **#T00043 and send to Legal no later than Wednesday, 4/23**. Hoping Legal can provide approval by 5/7, which could mean a termination date of: 8/7/25.

Fran/Lindsey/Mary: FYI as you may see the RQs.

Thanks everyone, and please reach out to me with any questions or concerns. -cht

Cathy H. Tefft, CPPB, NIGP-CPP
Hernando County
Main: (352) 754-4020
Direct: (352) 540-6268
Book Time with Cathy Tefft

From: Melissa Tartaglia <mtartaglia@co.hernando.fl.us>
Sent: Saturday, April 19, 2025 6:02 AM
To: Cathy Tefft <ctefft@co.hernando.fl.us>
Cc: Pamela Hare <phare@co.hernando.fl.us>; Lisa Morgan <LMorgan@co.hernando.fl.us>
Subject: LR 22-095-4 - M&G Lawn Service - Contracts T00034 and T00043.

Hey, Cathy:

Background: M&G has two contracts with the County, T00034 and T00043. Time Savers purchased M&G's assets and rights under the two contracts, but did not assume the contractual obligations. Therefore, technically, Time Savers doesn't have to do the contract work; however, as long as the work gets done, regardless of what company does it, Time Savers is entitled to payment for that work. Due to litigation between M&G and Time Savers, M&G has refused to sign a novation for Time Savers to assume either contract.

As to T00034 – This contract will expire on June 27, 2025. Therefore, you can unilaterally renew the contract; if you do, Time Savers will continue to receive payment under that contract as long as the work gets done, regardless of who does the work. Keep in mind, however, that you cannot compel Time Savers to perform the contract. Of course, if no one performs the work, Time Savers will not get paid. For these reasons, it's better to allow this contract to expire. Keep in mind, you will have to put the project out to bid and time your solicitation so that there is a new contract in place by June 27, 2025.

As to T00043 – This contract's current renewal period doesn't expire until March 21, 2026. Based on the above reasons, it's best to terminate the contract for convenience with 90 days' notice under section 31.2 of the contract. Just as with T00034, you'll have to put the project out to bid. Time your notice of termination and solicitation accordingly. (Notice of termination will go to M&G, with a courtesy copy to Time Savers.)

Please let me know if you have any questions or concerns.

This LR is concluded.

Sincerely,
Melissa A. Tartaglia
Assistant County Attorney
Hernando County, Florida
FBN: 0116033
20 N. Main Street, Ste. 462
Brooksville, FL 34601
(352) 754-4122

RQ 87094
PD 7/25/25
CK 286695
VN 108167

PURCHASING POLICY EXCEPTION FORM

FROM:

DATE: July 11, 2025
DEPARTMENT: Public Works
VENDOR: McShea Contracting Vendor#108167

DEPT DIRECTOR/
MGR SIGNATURE: Lillie Hoyt DATE: 7/11/2025

Amount of Invoice: $17,310.98 **Invoice Date:** 7/3/2025

The attached request for disbursement does not appear to be in compliance with County Purchasing Policy, for the following reason:

A purchase order was not issued due to time constraints associated with completion of the project, and safety issues for the citizens; very busy area in Hernando County.
Project:Spring Hill & Princeton at the Wilfong Center for Success.Signal Improvements

Please forward all documentation with this form attached, and letter of explanation, to the Chief Procurement Officer.

TO: CHIEF PROCUREMENT OFFICER
Please review, and upon approval, forward to County Administration.

Carla Rossi-Autz Date: 7/14/25

Resolution: Approved.

To process this disbursement, the request must be approved by the County Administrator.

TO: COUNTY ADMINISTRATOR
Please review, and upon approval, forward to the Finance Department for processing.
APPROVED FOR PAYMENT:

COUNTY ADMINISTRATOR (or designee):
DATE: 7/17/25

APPROVED FOR PAYMENT:
FINANCE DIRECTOR/
ASST. FINANCE DIRECTOR APPROVED By Joshua Stringfellow at 5:40 pm, Jul 20, 2025 Date:

form 20.purchpolexcep.3.17.14.doc 3/18/2014

RECEIVED By Denise Flores at 10:24 am, Jul ...

VN# 108167

McShea Contracting

508 Owen Ave. North
Lehigh Acres, FL 33971
239-368-5200

Invoice

Date	Invoice #
7/3/2025	**15144**

Bill To

HERNANDO COUNTY BOCC
1525 EAST JEFFERSON STREET
BROOKSVILLE, FL 34601-

Location

2022-2025 HERNANDO COUNTY PAVEMENT MARKINGS

Summary of Work

Project:	**HCPM2022**
Name:	2022-2025 HERNANDO COUNTY PAVEMENT MARKING
Work Orders:	Springhill Drive & Princeton
Date Range:	6/22/2025 - 6/22/2025
Terms:	DUE UPON RECEIPT
References:	
FIN / FAP	

Code	Description	Prev Quantity	Quantity	U.M.	Unit Cost	Amount
02	THERMO STANDARD, YELLOW, SOLID 6"	0.00	26.00	LF	$0.73	$18.98
04	THERMO SOLID 12" WHITE	0.00	586.00	LF	$10.00	$5,860.00
07	THERMO SOLID 24" WHITE	0.00	1,052.00	LF	$10.00	$10,520.00
26	REMOVAL THERMO/PAINT	0.00	304.00	SF	$3.00	$912.00
						$17,310.98

Thank You

$17,310.98 ✓

OKAY TO PAY
7/7/25

Meeting: 09/09/2025
Department: Administration
Prepared By: Colleen Conko
Initiator: Jeffrey Rogers
DOC ID: 16334
Legal Request Number:
Bid/Contract Number:

TITLE
Transmittal of Emerald Creek Community Development District FY 2025-26 Meeting Schedule

BRIEF OVERVIEW
Received the attached letter and Resolution 2025-06 from the Emerald Creek Community Development District designating dates, time and location for the regular meetings of the Board of Supervisors for fiscal year 2025-26. The meeting schedule is submitted in accordance with Chapter 190 of Florida Statutes.

FINANCIAL IMPACT
NA

LEGAL NOTE
NA

RECOMMENDATION
For informational purposes only; no action is required.

REVIEW PROCESS

Pamela Hare	Approved	08/19/2025 3:45 PM
Heidi Prouse	Approved	08/21/2025 10:31 AM
Toni Brady	Approved	08/21/2025 4:06 PM
Jeffrey Rogers	Approved	08/21/2025 9:51 PM
Colleen Conko	Approved	08/25/2025 11:06 AM

EMERALD CREEK COMMUNITY DEVELOPMENT DISTRICT

District Office · Wesley Chapel, Florida – (813) 994-1001
Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614

RECEIVED
AUG 18 2025
HERNANDO COUNTY
BOARD OF
COUNTY COMMISSIONERS

August 11, 2025

Agenda Coordinator - Board of County Commissioners
Hernando County
20 North Main St., Room 263
Brooksville, FL 34601

Re: Emerald Creek Community Development District

Dear Sir/Madam:

Attached please find a copy of the 2025/2026 meeting schedule for the Emerald Creek Community Development District, which is being submitted to you pursuant to Chapter 190, Florida Statutes.

Sincerely,

Wesley Elias

Wesley Elias
District Manager

Enclosure: 2025/2026 Meeting Schedule

RESOLUTION 2025-06

A RESOLUTION OF THE EMERALD CREEK COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIMES AND LOCATIONS FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Emerald Creek Community Development District ("**District**") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being entirely situated in Hernando County, Florida; and

WHEREAS, the Board of Supervisors of the District (the "**Board**") desires to designate the schedule (including the date, time, and location) of its regular meetings for the Fiscal Year beginning October 1, 2025, and ending September 30, 2026 ("**FY 25-26 Meeting Schedule**"); and

WHEREAS, the Board is required by Section 189.015, Florida Statutes to file a schedule of its regular meetings with the local governing authority.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD THAT:

1. **Adoption of Meeting Schedule** The FY 25-26 Meeting Schedule attached hereto as **Exhibit A** and incorporated by reference herein is hereby approved and adopted.

2. **Publication and Filing of Meeting Schedule**. The District Manager is hereby directed to publish and file the FY 25-26 Meeting Schedule in accordance with the requirements of Florida law.

3. **Effective Date.** This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

PASSED AND ADOPTED THIS 5th DAY OF AUGUST, 2025.

ATTEST:

Print Name: Wesley Lilly
Secretary/ Assistant Secretary

EMERALD CREEK COMMUNITY DEVELOPMENT DISTRICT

Print Name: Ron Bastyr
Chair/ Vice Chair of the Board of Supervisors

4857-1168-7319, v. 1

EXHIBIT A

Notice of FY 2025/2026 Meeting Schedule
Emerald Creek Community Development District

As required by Chapters 189 and 190 of Florida Statutes, notice is hereby given that the Fiscal Year 2025/2026, regular meetings of the Board of Supervisors of the Emerald Creek Community Development District are scheduled to be held at 11:00 a.m. at the offices of Coastal Engineering Associates, Inc., located at 966 Candlelight Blvd., Brooksville, Florida 34601, as follows:

October 7, 2025
November 4, 2025
December 2, 2025
January 6, 2026
February 2, 2026
March 3, 2026
April 7, 2026
May 5, 2026
June 2, 2026
July 7, 2026
August 4, 2026
September 1, 2026

The meetings will be open to the public and will be conducted in accordance with the provision of Florida Law for community development districts. Any meeting may be continued to a date, time, and place to be specified on the record at the meeting. Copies of the agendas for the meetings listed above may be obtained from Rizzetta & Company, Inc., located at 5844 Old Pasco Road, Suite 100, Wesley Chapel, Fl 33544 or (813) 994-1001, one week prior to the meeting. There may be occasions when one or more Supervisors will participate by telephone.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District's management company office, Rizzetta & Company at (813) 994-1001 at least two (2) business days prior to the date of the hearing and meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 711 for aid in contacting the District.

Each person who decides to appeal any action taken at these meetings is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

Board of County Commissioners

AGENDA ITEM

Meeting: 09/09/2025
Department: Administration
Prepared By: Colleen Conko
Initiator: Jeffrey Rogers
DOC ID: 16337
Legal Request Number:
Bid/Contract Number:

TITLE
Transmittal of Somerset Bay Community Development District Final Adopted Budget for FY 2025-26

BRIEF OVERVIEW
Received the attached letter from Wesley Elias, District Manager for Somerset Bay Community Development District, transmitting its fiscal year 2025-26 budget approved by the Board of Supervisors of the Somerset Bay Community Development District (the “Board”). This information is submitted in accordance with Chapter 189.016, Florida Statutes.

FINANCIAL IMPACT
NA

LEGAL NOTE
NA

RECOMMENDATION
For informational purposes only; no action is required.

REVIEW PROCESS

Albert Bertram	Approved	08/19/2025 10:11 AM
Pamela Hare	Approved	08/19/2025 3:48 PM
Heidi Prouse	Approved	08/21/2025 10:32 AM
Toni Brady	Approved	08/21/2025 4:05 PM
Jeffrey Rogers	Approved	08/21/2025 9:54 PM
Colleen Conko	Approved	08/25/2025 11:08 AM

SOMERSET BAY COMMUNITY DEVELOPMENT DISTRICT

District Office · Wesley Chapel, Florida (813) 994-1001
Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614

August 11, 2025

RECEIVED
AUG 18 2025
HERNANDO COUNTY
BOARD OF
COUNTY COMMISSIONERS

Hernando County Administrator's Office
Hernando County Board of County Commissioners
20 N. Main Street Ste 263
Brooksville, FL 34601

Re: Somerset Bay Community Development District
Adopted Final Budget for Fiscal Year 2025/2026

Dear Sir/Madam:

Enclosed please find the Fiscal Year 2025/2026 budget (the "Final Adopted Budget") approved by the Board of Supervisors of the Somerset Bay Community Development District (the "Board"). Transmittal of the enclosed Final Adopted Budget is being made pursuant to Section 189.016, *Florida Statutes.*

Should you have any questions, please do not hesitate to contact me at your earliest convenience.

Sincerely,

Wesley Elias

Wesley Elias
District Manager

Enclosure: Adopted Final Budget for FY 2025/2026

Proposed Budget
Somerset Bay Community Development District
General Fund
Fiscal Year 2025/2026

	Chart of Accounts Classification	Actual YTD through 06/30/25	Projected Annual Totals 2024/2025	Annual Budget for 2024/2025	Projected Budget variance for 2024/2025	Budget for 2025/2026	Budget Increase (Decrease) vs 2024/2025	Prior Actuals: Actual FY 22/23	Prior Actuals: Actual FY 23/24	Comments
1										
2	**ASSESSMENT REVENUES**									
3										
4	***Special Assessments***									
5	Tax Roll*	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
6	Off Roll*	$ -	$ -	$ -	$ -	$ 160,000.00	$ 160,000	$ -	$ -	
7										
8	**Assessment Revenue Subtotal**	$ -	$ -	$ -	$ -	$ 160,000	$ 160,000	$ -	$ -	
9										
10	**OTHER REVENUES**									
11										
12	***Contributions & Donations from Private Sources***									
13	Developer Contributions	$ 92,889	$ 123,852	$ 134,441	$ (10,589)		$ (134,441)	$ -	$ -	
14										
15	**Other Revenue Subtotal**	$ 92,889	$ 123,852	$ 134,441	$ (10,589)	$ -	$ (134,441)	$ -	$ -	
16										
17	**TOTAL REVENUES**	$ 92,889	$ 123,852	$ 134,441	$ (10,589)	$ 160,000	$ 25,559	$ -	$ -	
18	*Allocation of assessments between the Tax Roll and Off Roll are estimates only and subject to change prior to certification.									
19										
20	**EXPENDITURES - ADMINISTRATIVE**									
21										
22	***Legislative***									
23	Supervisor Fees	$ 4,000	$ 5,333	$ 12,000	$ 6,667	$ 12,000	$ -	$ -	$ -	
24	***Financial & Administrative***									
25	Accounting Services	$ 16,193	$ 21,591	$ 21,585	$ 4	$ 21,585	$ -	$ -	$ -	Cost of living
26	Administrative Services	$ 3,543	$ 4,724	$ 4,724	$ -	$ 4,724	$ -	$ -	$ -	Cost of living
27	Arbitrage Rebate Calculation	$ -	$ -	$ 500	$ 500	$ 500	$ -	$ -	$ -	Cost of living
28	Assessment Roll	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
29	Auditing Services	$ 3,470	$ 3,470	$ 3,335	$ (135)	$ 3,335	$ -	$ -	$ -	Berger Toombs contract - verified 3/19/24 JM
30	Disclosure Report	$ 3,750	$ 5,000	$ 5,000	$ -	$ 5,000	$ -	$ -	$ -	
31	District Engineer	$ 11,170	$ 14,893	$ 7,500	$ (7,393)	$ 7,500	$ -	$ -	$ -	
32	District Management	$ 17,715	$ 23,620	$ 23,620	$ -	$ 23,620	$ -	$ -	$ -	Cost of living
33	Dues, Licenses & Fees	$ 175	$ 233	$ 175	$ (58)	$ 175	$ -	$ -	$ -	Special District fee due annually to state
34	Financial & Revenue Collections	$ 3,037	$ 4,049	$ 4,049	$ (0)	$ 4,049	$ -	$ -	$ -	Cost of living
35	Legal Advertising	$ 310	$ 413	$ 1,500	$ 1,087	$ 1,500	$ -	$ -	$ -	
36	Miscellaneous Fees	$ 561	$ 748	$ 500	$ (248)	$ 500	$ -	$ -	$ -	
37	Miscellaneous Mailings	$ -	$ -	$ 500	$ 500	$ 500	$ -	$ -	$ -	
38	Public Officials Liability Insurance	$ 2,434	$ 2,434	$ 2,723	$ 289	$ 2,738	$ 15	$ -	$ -	Estimate from EGIS, projected 10% increase
39	Tax Collector /Property Appraiser Fees	$ -	$ -	$ 175	$ 175	$ 175	$ -	$ -	$ -	
40	Trustees Fees	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
41	Website Hosting, Maintenance, Backup (and Email)	$ 2,708	$ 3,611	$ 3,217	$ (394)	$ 3,217	$ -	$ -	$ -	$1,537 +$1,680
42	***Legal Counsel***									
43	District Counsel	$ 10,491	$ 13,988	$ 15,000	$ 1,012	$ 15,000	$ -	$ -	$ -	
44										
45	**Administrative Subtotal**	$ 79,357	$ 104,108	$ 106,113	$ 2,005	$ 106,128	$ 15	$ -	$ -	
46										
47	**EXPENDITURES - FIELD OPERATIONS**									
48										

	Proposed Budget Somerset Bay Community Development District General Fund Fiscal Year 2025/2026							Prior Actuals		Comments
	Chart of Accounts Classification	Actual YTD through 06/30/25	Projected Annual Totals 2024/2025	Annual Budget for 2024/2025	Projected Budget variance for 2024/2025	Budget for 2025/2026	Budget Increase (Decrease) vs 2024/2025	Actual FY 22/23	Actual FY 23/24	
49	*Other Physical Environment*									
50	General Liability Insurance	$ 2,974	$ 2,974	$ 3,328	$ 354	$ 3,346	$ 18	$ -	$ -	Estimate from EGIS, projected 10% increase
51	*Contingency*									
52	Miscellaneous Contingency	$ 2,500	$ 3,333	$ 25,000	$ 21,667	$ 50,526	$ 25,526	$ -	$ -	
53										
54	Field Operations Subtotal	$ 5,474	$ 6,307	$ 28,328	$ 22,021	$ 53,872	$ 25,544	$ -	$ -	
55										
56	TOTAL EXPENDITURES	$ 85,031	$ 110,415	$ 134,441	$ 24,026	$ 160,000	$ 25,559	$ -	$ -	
57										
58	EXCESS OF REVENUES OVER EXPENDITURES	$ 7,858	$ 13,437	$ -	$ 13,437	$ -	$ -	$ -	$ -	
59										

Somerset Bay Community Development District

Debt Service

Fiscal Year 2025/2026

Chart of Accounts Classification	Series 2024	Budget for 2025/2026
REVENUES		
Special Assessments		
Net Special Assessments	$949,255.82	$949,255.82
TOTAL REVENUES	**$949,255.82**	**$949,255.82**
EXPENDITURES		
Administrative		
Debt Service Obligation	$949,255.82	$949,255.82
Administrative Subtotal	**$949,255.82**	**$949,255.82**
TOTAL EXPENDITURES	**$949,255.82**	**$949,255.82**
EXCESS OF REVENUES OVER EXPENDITURES	**$0.00**	**$0.00**

Hernando County Collection Costs (2%) and Early Payment Discounts (4%):	6.0%
GROSS ASSESSMENTS	**$1,009,846.62**

Notes:

Tax Roll Collection Costs for Hernando County are 6.0% of Tax Roll. Budgeted net of tax roll assessments. See Assessment Table.

(1) Maximum Annual Debt Service less Prepaid Assessments received.

SOMERSET BAY COMMUNITY DEVELOPMENT DISTRICT

2025/2026 O&M AND DEBT SERVICE ASSSESSMENT SCHEDULE

2025/2026 O&M Budget:		$160,000.00	**2024/2025 O&M Budget:**	$0.00
Collection Costs:	2%	$3,404.26	**2025/2026 O&M Budget:**	$160,000.00
Early Payment Discounts:	4%	$6,808.51		
2025/2026 Total:		**$170,212.77**	**Total Difference:**	**$160,000.00**

Lot Size	Assessment Breakdown	Per Unit Annual Assessment Comparison 2024/2025	Per Unit Annual Assessment Comparison 2025/2026	Proposed Increase / Decrease $	Proposed Increase / Decrease %
Platted					
Assessment Area One					
Single Family 37.5'	Series 2024 Debt Service	$2,100.93	$2,100.93	$0.00	0.00%
	Operations & Maintenance	$0.00	$806.70	$806.70	(1)
	Total	**$2,100.93**	**$2,907.63**	**$806.70**	**38.40%**
Single Family 40'	Series 2024 Debt Service	$2,240.99	$2,240.99	$0.00	0.00%
	Operations & Maintenance	$0.00	$806.70	$806.70	(1)
	Total	**$2,240.99**	**$3,047.69**	**$806.70**	**36.00%**
Single Family 50'	Series 2024 Debt Service	$2,801.24	$2,801.24	$0.00	0.00%
	Operations & Maintenance	$0.00	$806.70	$806.70	(1)
	Total	**$2,801.24**	**$3,607.94**	**$806.70**	**28.80%**
Single Family 60'	Series 2024 Debt Service	$3,361.49	$3,361.49	$0.00	0.00%
	Operations & Maintenance	$0.00	$806.70	$806.70	(1)
	Total	**$3,361.49**	**$4,168.19**	**$806.70**	**24.00%**
Unplatted					
Assessment Area One					
Single Family 37.5'	Series 2024 Debt Service	$2,100.93	$2,100.93	$0.00	0.00%
	Operations & Maintenance	$0.00	$0.00	$0.00	(2)
	Total	**$2,100.93**	**$2,100.93**	**$0.00**	**0.00%**
Single Family 40'	Series 2024 Debt Service	$2,240.99	$2,240.99	$0.00	0.00%
	Operations & Maintenance	$0.00	$0.00	$0.00	(2)
	Total	**$2,240.99**	**$2,240.99**	**$0.00**	**0.00%**
Single Family 50'	Series 2024 Debt Service	$2,801.24	$2,801.24	$0.00	0.00%
	Operations & Maintenance	$0.00	$0.00	$0.00	(2)
	Total	**$2,801.24**	**$2,801.24**	**$0.00**	**0.00%**
Single Family 60'	Series 2024 Debt Service	$3,361.49	$3,361.49	$0.00	0.00%
	Operations & Maintenance	$0.00	$0.00	$0.00	(2)
	Total	**$3,361.49**	**$3,361.49**	**$0.00**	**0.00%**
Future Assessment Area					
Single Family 37.5'	Operations & Maintenance	$0.00	$0.00	$0.00	(2)
	Total	**$0.00**	**$0.00**	**$0.00**	**0.00%**
Single Family 40'	Operations & Maintenance	$0.00	$0.00	$0.00	(2)
	Total	**$0.00**	**$0.00**	**$0.00**	**0.00%**
Single Family 50'	Operations & Maintenance	$0.00	$0.00	$0.00	(2)
	Total	**$0.00**	**$0.00**	**$0.00**	**0.00%**
Single Family 60'	Operations & Maintenance	$0.00	$0.00	$0.00	(2)
	Total	**$0.00**	**$0.00**	**$0.00**	**0.00%**

(1) FY 2025–2026 will be the first year that O&M assessments are levied on platted lots only.

(2) There will be a developer funding agreement in lieu of levied O&M assessments for the unplatted land.

SOMERSET BAY COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2025/2026 O&M AND DEBT SERVICE ASSESSMENT SCHEDULE

TOTAL O&M BUDGET		$160,000.00
COLLECTION COSTS @	2%	$3,404.26
EARLY PAYMENT DISCOUNT @	4%	$6,808.51
TOTAL O&M ASSESSMENT		$170,212.77

UNITS ASSESSED

LOT SIZE	O&M	SERIES 2024 DEBT SERVICE [1]
Platted		
Assessment Area One		
Single Family 37.5'	2	2
Single Family 40'	175	175
Single Family 50'	24	24
Single Family 60'	10	10
Unplatted [3]		
Assessment Area One		
Single Family 37.5'	32	32
Single Family 40'	50	50
Single Family 50'	101	101
Single Family 60'	15	15
Future Assessment Area		
Single Family 37.5'	64	0
Single Family 40'	143	0
Single Family 50'	61	0
Single Family 60'	22	0
Total	**699**	**409**

ALLOCATION OF O&M ASSESSMENT

EAU FACTOR	TOTAL EAU's	% TOTAL EAU's	TOTAL O&M BUDGET
1.00	2.00	0.95%	$1,613.39
1.00	175.00	82.94%	$141,171.73
1.00	24.00	11.37%	$19,360.69
1.00	10.00	4.74%	$8,066.96
0.00	0.00	0.00%	$0.00
0.00	0.00	0.00%	$0.00
0.00	0.00	0.00%	$0.00
0.00	0.00	0.00%	$0.00
0.00	0.00	0.00%	$0.00
0.00	0.00	0.00%	$0.00
0.00	0.00	0.00%	$0.00
0.00	0.00	0.00%	$0.00
	211.00	**100.00%**	**$170,212.77**

PER LOT ANNUAL ASSESSMENT

O&M	SERIES 2024 DEBT SERVICE [2]	TOTAL
$806.70	$2,100.93	$2,907.63
$806.70	$2,240.99	$3,047.69
$806.70	$2,801.24	$3,607.94
$806.70	$3,361.49	$4,168.19
$0.00	$2,100.93	$2,100.93
$0.00	$2,240.99	$2,240.99
$0.00	$2,801.24	$2,801.24
$0.00	$3,361.49	$3,361.49
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00

LESS: Hernando County Collection Costs (2%) and Early Payment Discounts (4%):	($10,212.77)
Net Revenue to be Collected:	**$160,000.00**

[1] Reflects the number of total lots expected to be absorbed by the Series 2024 Bonds.

[2] Annual debt service assessment per planned Platted Unit adopted in connection with the Series 2024 bond issue. Annual assessment shown for informational purposes and includes principal, interest, Hernando County collection costs and early payment discounts. It is anticipated that the Series 2024 debt service assessments will be billed directly to the applicable landowner(s) for Fiscal Year 2025-2026, and therefore will exclude Hernando County collection costs and discounts. Please contact the management company for an estoppel request.

[3] There will be a developer funding agreement in lieu of levied O&M assessments for the unplatted land.

Meeting: 09/09/2025
Department: Administration
Prepared By: Colleen Conko
Initiator: Jeffrey Rogers
DOC ID: 16336
Legal Request Number:
Bid/Contract Number:

TITLE
Transmittal of Somerset Bay Community Development District FY 2025-26 Meeting Schedule

BRIEF OVERVIEW
Received the attached letter and Resolution 2025-07 from Wesley Elias, District Manager for Somerset Bay Community Development District, transmitting its fiscal year 2025-2026 meeting schedule designating dates, time, and location for its regular meetings of the Board of Supervisors. This information is submitted in accordance with Chapter 189-015(1), Florida Statutes.

FINANCIAL IMPACT
NA

LEGAL NOTE
NA

RECOMMENDATION
For informational purposes only; no action is required.

REVIEW PROCESS

Pamela Hare	Approved	08/19/2025 3:47 PM
Heidi Prouse	Approved	08/21/2025 10:31 AM
Toni Brady	Approved	08/21/2025 4:05 PM
Jeffrey Rogers	Approved	08/21/2025 9:49 PM
Colleen Conko	Approved	08/25/2025 11:07 AM

SOMERSET BAY COMMUNITY DEVELOPMENT DISTRICT

District Office · Wesley Chapel, Florida (813) 994-1001
Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614

August 11, 2025

RECEIVED
AUG 18 2025
HERNANDO COUNTY
BOARD OF
COUNTY COMMISSIONERS

Hernando County Administrator's Office
Hernando County Board of County Commissioners
20 N. Main Street Ste 263
Brooksville, FL 34601

Re: Somerset Bay Community Development District
Annual Meeting Schedule for FY 2025/2026

Dear Sir/Madam:

Enclosed is a copy of Resolution 2025-07 designating dates, time and location for the regular meetings of the Board of Supervisors for the Somerset Bay Community Development District for Fiscal Year 2025/2026, in accordance with Section 189.015(1) of the Florida Statues.

Sincerely,

Wesley Elias

Wesley Elias
District Manager

Enclosure: Annual Meeting Schedule for FY 2025/2026

RESOLUTION 2025-07

A RESOLUTION OF THE SOMERSET BAY COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIMES AND LOCATIONS FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Somerset Bay Community Development District ("**District**") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being entirely situated in Hernando County, Florida; and

WHEREAS, the Board of Supervisors of the District (the "**Board**") desires to designate the schedule (including the date, time, and location) of its regular meetings for the Fiscal Year beginning October 1, 2025, and ending September 30, 2026 ("**FY 25-26 Meeting Schedule**"); and

WHEREAS, the Board is required by Section 189.015, Florida Statutes to file a schedule of its regular meetings with the local governing authority.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD THAT:

1. **Adoption of Meeting Schedule** The FY 25-26 Meeting Schedule attached hereto as **Exhibit A** and incorporated by reference herein is hereby approved and adopted.

2. **Publication and Filing of Meeting Schedule**. The District Manager is hereby directed to publish and file the FY 25-26 Meeting Schedule in accordance with the requirements of Florida law.

3. **Effective Date.** This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

PASSED AND ADOPTED THE 5TH DAY OF AUGUST 2025.

ATTEST:

Print Name: Wesley Ellis
Secretary/ Assistant Secretary

SOMERSET BAY COMMUNITY DEVELOPMENT DISTRICT

Print Name: Ron Bastyr
Chair/ Vice Chair of the Board of Supervisors

EXHIBIT A

Notice of FY 2024/2025 Meeting Schedule
Somerset Bay Community Development District

As required by Chapters 189 and 190 of Florida Statutes, notice is hereby given that the Fiscal Year 2025/2026, regular meetings of the Board of Supervisors of the Somerset Bay Community Development District are scheduled to be held at 11:00 a.m. or immediately following the adjournment of Waterford CDD at the offices of Coastal Engineering Associates, Inc., 966 Candlelight Blvd., Brooksville, Florida 34601, as follows:

October 7, 2025
November 4, 2025
December 2, 2025
January 6, 2026
February 2, 2026
March 3, 2026
April 7, 2026
May 5, 2026
June 2, 2026
July 7, 2026
August 4, 2026
September 1, 2026

The meetings will be open to the public and will be conducted in accordance with the provision of Florida Law for community development districts. Any meeting may be continued to a date, time, and place to be specified on the record at the meeting. Copies of the agendas for the meetings listed above may be obtained from Rizzetta & Company, Inc., located at 5844 Old Pasco Road, Suite 100, Wesley Chapel, Fl 33544 or (813) 994-1001, one week prior to the meeting. There may be occasions when one or more Supervisors will participate by telephone.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District's management company office, Rizzetta & Company at (813) 994-1001 at least two (2) business days prior to the date of the hearing and meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 711 for aid in contacting the District.

Each person who decides to appeal any action taken at these meetings is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

Board of County Commissioners

AGENDA ITEM

Meeting: 09/09/2025
Department: Administration
Prepared By: Colleen Conko
Initiator: Colleen Conko
DOC ID: 16333
Legal Request Number:
Bid/Contract Number:

TITLE
Transmittal of Waterford Community Development District Final Adopted Budget for FY 2025-26

BRIEF OVERVIEW
Received the attached letter from Wesley Elias, District Manager for Waterford Community Development District, transmitting the fiscal year 2025/2026 budget approved by the Board of Supervisors of the Waterford Community Development District (“the Board”).

This information is submitted in accordance with Section 189.016, Florida Statutes.

FINANCIAL IMPACT
NA

LEGAL NOTE
NA

RECOMMENDATION
For informational purposes only; no action is required.

REVIEW PROCESS

Albert Bertram	Approved	08/19/2025 10:11 AM
Pamela Hare	Approved	08/19/2025 3:42 PM
Heidi Prouse	Approved	08/21/2025 10:32 AM
Toni Brady	Approved	08/21/2025 4:06 PM
Jeffrey Rogers	Approved	08/21/2025 9:53 PM
Colleen Conko	Approved	08/25/2025 11:08 AM

WATERFORD COMMUNITY DEVELOPMENT DISTRICT

District Office · Wesley Chapel, Florida (813) 994-1001
Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614

August 11, 2025

RECEIVED
AUG 18 2025
HERNANDO COUNTY
BOARD OF
COUNTY COMMISSIONERS

Hernando County Administrator's Office
Hernando County Board of County Commissioners
15470 Flight Path Dr.
Brooksville, FL 34604

Re: Waterford Community Development District
Adopted Final Budget for Fiscal Year 2025/2026

Dear Sir/Madam:

Enclosed please find the Fiscal Year 2025/2026 budget (the "Final Adopted Budget") approved by the Board of Supervisors of the Waterford Community Development District (the "Board"). Transmittal of the enclosed Final Adopted Budget is being made pursuant to Section 189.016, *Florida Statutes.*

Should you have any questions, please do not hesitate to contact me at your earliest convenience.

Sincerely,

Wesley Elias

Wesley Elias
District Manager

Enclosure: Adopted Final Budget for FY 2025/2026

Proposed Budget
Waterford Community Development District
General Fund
Fiscal Year 2025/2026

	Chart of Accounts Classification	Actual YTD through 06/30/25	Projected Annual Totals 2024/2025	Annual Budget for 2024/2025	Projected Budget variance for 2024/2025	Budget for 2025/2026	Budget Increase (Decrease) vs 2024/2025	Comments
1								
2	**ASSESSMENT REVENUES**							
3								
4	***Special Assessments***							
5	Tax Roll*	$ 158,241	$ 158,241	$ 156,799	$ 1,442	$ 481,175	$ 324,376	$1,158/unit * 324 units
6								
7	**Assessment Revenue Subtotal**	**$ 158,241**	**$ 158,241**	**$ 156,799**	**$ 1,442**	**$ 481,175**	**$ 324,376**	
8								
9	**OTHER REVENUES**							
10								
11	***Contributions & Donations from Private Sources***							
12	Developer Contributions	$ 28,830	$ 38,440	$ 185,358	$ (146,918)	$ 20,000	$ (165,358)	
13								
14	**Other Revenue Subtotal**	**$ 28,830**	**$ 38,440**	**$ 185,358**	**$ (146,918)**	**$ 20,000**	**$ (165,358)**	
15								
16	TOTAL REVENUES	$ 187,071	$ 196,681	$ 342,157	$ (145,476)	$ 501,175	$ 159,018	
17								
18	**EXPENDITURES - ADMINISTRATIVE**							
19								
20	***Legislative***							
21	Supervisor Fees	$ 4,000	$ 5,333	$ 12,000	$ 6,667	$ 12,000	$ -	
22	***Financial & Administrative***							
23	Accounting Services	$ 15,574	$ 20,765	$ 20,765	$ (0)	$ 20,765	$ -	
24	Administrative Services	$ 3,406	$ 4,541	$ 4,542	$ 1	$ 4,542	$ -	
25	Arbitrage Rebate Calculation	$ -	$ -	$ 500	$ 500	$ 500	$ -	
26	Assessment Roll	$ 5,150	$ 5,150	$ 5,150	$ -	$ 5,150	$ -	
27	Auditing Services	$ -	$ -	$ 3,200	$ 3,200	$ 3,200	$ -	
28	Disclosure Report	$ 4,500	$ 6,000	$ 5,000	$ (1,000)	$ 6,000	$ 1,000	
29	District Engineer	$ 10,206	$ 13,608	$ 7,500	$ (6,108)	$ 7,500	$ -	
30	District Management	$ 17,034	$ 22,712	$ 22,712	$ -	$ 22,712	$ -	
31	Dues, Licenses & Fees	$ 175	$ 233	$ 175	$ (58)	$ 175	$ -	
32	Financial & Revenue Collections	$ 2,920	$ 3,893	$ 3,983	$ 90	$ 3,893	$ (90)	
33	Legal Advertising	$ 307	$ 409	$ 5,000	$ 4,591	$ 5,000	$ -	
34	Miscellaneous Fees	$ 350	$ 467	$ 500	$ 33	$ 500	$ -	
35	Miscellaneous Mailings	$ -	$ -	$ 500	$ 500	$ 500	$ -	
36	Public Officials Liability Insurance	$ 2,434	$ 2,434	$ 2,574	$ 140	$ 2,574	$ -	esimate from EGIS
37	Tax Collector /Property Appraiser Fees	$ 9,012	$ 9,012	$ 12,572	$ 3,560	$ 40,500	$ 27,928	tax collector charges 3% of total tax roll
38	Trustees Fees	$ 4,256	$ 4,256	$ 5,000	$ 744	$ 5,000	$ -	
39	Website Hosting, Maintenance, Backup (and Email)	$ 2,797	$ 3,729	$ 3,218	$ (511)	$ 3,218	$ -	Tech Services $1,680 +$1,537.50
40	***Legal Counsel***							
41	District Counsel	$ 14,572	$ 19,429	$ 15,000	$ (4,429)	$ 20,000	$ 5,000	
42								
43	**Administrative Subtotal**	**$ 96,693**	**$ 121,973**	**$ 129,891**	**$ 7,917**	**$ 163,729**	**$ 33,838**	
44								
45	**EXPENDITURES - FIELD OPERATIONS**							
46								

Proposed Budget
Waterford Community Development District
General Fund
Fiscal Year 2025/2026

	Chart of Accounts Classification	Actual YTD through 06/30/25	Projected Annual Totals 2024/2025	Annual Budget for 2024/2025	Projected Budget variance for 2024/2025	Budget for 2025/2026	Budget Increase (Decrease) vs 2024/2025	Comments
47	***Electric Utility Services***							
48	Utility - Recreation Facilities	$ -	$ -	$ 600	$ 600	$ 2,000	$ 1,400	
49	Utility - Street Lights	$ 15,810	$ 21,080	$ 39,600	$ 18,520	$ 50,000	$ 10,400	double for additonal phases
50	Utility Services	$ -	$ -	$ 3,000	$ 3,000	$ 5,000	$ 2,000	electric for irrigation, monuments, etc.
51	***Garbage/Solid Waste Control Services***							
52	Garbage - Recreation Facility	$ -	$ -	$ 250	$ 250	$ 250	$ -	
53	***Water-Sewer Combination Services***							
54	Utility Services	$ 87	$ 116	$ 250	$ 134	$ 250	$ -	estimate for one month
55	***Other Physical Environment***							
56	Entry & Walls Maintenance	$ -	$ -	$ 5,000	$ 5,000	$ 5,000	$ -	double for additonal phases
57	General Liability Insurance	$ 3,474	$ 3,474	$ 3,146	$ (328)	$ 3,346	$ 200	estimate from EGIS
58	Irrigation Maintenance	$ -	$ -	$ 2,000	$ 2,000	$ 2,000	$ -	phase 1 and 2.
59	Irrigation Repairs	$ 2,980	$ 3,973	$ 5,000	$ 1,027	$ 6,000	$ 1,000	
60	Landscape - Mulch	$ -	$ -	$ 10,000	$ 10,000	$ 10,000	$ -	phase 1 and 2 (pine needles)
61	Landscape Maintenance	$ 43,200	$ 57,600	$ 80,000	$ 22,400	$ 80,000	$ -	$5,400/month + anciallary items, possible addendum in Sept
62	Landscape Miscellaneous	$ 1,200	$ 1,600	$ 1,500	$ (100)	$ 1,500	$ -	
63	Landscape Replacement Plants, Shrubs, Trees	$ -	$ -	$ 5,000	$ 5,000	$ 5,000	$ -	
64	Ornamental Lighting & Maintenance	$ -	$ -	$ 500	$ 500	$ 500	$ -	
65	Property Insurance	$ -	$ -	$ 500	$ 500	$ 5,000	$ 4,500	estimate for amenity
66	Well Maintenance	$ -	$ -	$ 500	$ 500	$ 500	$ -	New wells
67	***Parks & Recreation***							
68	Athletic/Park Court/Field Repairs	$ -	$ -	$ 6,000	$ 6,000	$ 6,000	$ -	
69	Clubhouse - Facility Janitorial Service	$ -	$ -	$ 8,100	$ 8,100	$ 30,000	$ 21,900	Janitorial Service 3x a week
70	Dog Waste Station Supplies	$ -	$ -	$ 1,200	$ 1,200	$ 12,200	$ 11,000	Pet station services 2 x a week
71	Facility Supplies	$ -	$ -	$ 3,000	$ 3,000	$ 3,000	$ -	
72	Fitness Equipment Maintenance & Repairs	$ -	$ -	$ 900	$ 900	$ 1,000	$ 100	
73	Pest Control	$ -	$ -	$ 1,800	$ 1,800	$ 1,800	$ -	
74	Pool Permits	$ -	$ -	$ 1,800	$ 1,800	$ 1,800	$ -	
75	Pool Service Contract	$ -	$ -	$ 7,200	$ 7,200	$ 28,800	$ 21,600	
76	Telephone Fax, Internet	$ -	$ -	$ 420	$ 420	$ 1,500	$ 1,080	
77	***Contingency***							
78	Miscellaneous Contingency	$ 2,500	$ 3,333	$ 25,000	$ 21,667	$ 75,000	$ 50,000	
79								
80	**Field Operations Subtotal**	**$ 69,251**	**$ 91,177**	**$ 212,266**	**$ 121,089**	**$ 337,446**	**$ 125,180**	
81								
82	TOTAL EXPENDITURES	$ 165,944	$ 213,150	$ 342,157	$ 129,006	$ 501,175	$ 159,018	
83								
84	EXCESS OF REVENUES OVER EXPENDITURES	$ 21,127	$ (16,469)	$ -	$ (16,470)	$ -	$ -	
85								

Waterford Community Development District
Debt Service
Fiscal Year 2025/2026

Chart of Accounts Classification	Series 2023	Series 2024	PRELIM Series 2025	Budget for 2025/2026
REVENUES				
Special Assessments				
Net Special Assessments [1]	$266,760.16	$524,387.82	$643,080.32	$1,434,228.30
TOTAL REVENUES	**$266,760.16**	**$524,387.82**	**$643,080.32**	**$1,434,228.30**
EXPENDITURES				
Administrative				
Debt Service Obligation	$266,760.16	$524,387.82	$643,080.32	$1,434,228.30
Administrative Subtotal	**$266,760.16**	**$524,387.82**	**$643,080.32**	**$1,434,228.30**
TOTAL EXPENDITURES	**$266,760.16**	**$524,387.82**	**$643,080.32**	**$1,434,228.30**
EXCESS OF REVENUES OVER EXPENDITURES				**$0.00**

Hernando County Collection Costs (2%) and Early Payment Discounts (4%):	6.0%
Gross assessments	**$1,525,774.78**

Notes:

Tax Roll County Collection Costs (2%) and Early Payment Discounts (4%) are a total 6.0% of Tax Roll. Budgeted net of tax roll assessments. See Assessment Table.

[1] Maximum Annual Debt Service

WATERFORD COMMUNITY DEVELOPMENT DISTRICT

2025/2026 O&M AND DEBT SERVICE ASSSESSMENT SCHEDULE

2025/2026 O&M Budget:		$481,175.00	**2024/2025 O&M Budget:**	$156,799.00
Collection Costs:	2%	$10,237.77	**2025/2026 O&M Budget:**	$481,175.00
Early Payment Discounts:	4%	$20,475.53		
2025/2026 Total:		**$511,888.30**	**Total Difference:**	**$324,376.00**

Lot Size	Assessment Breakdown	Per Unit Annual Assessment Comparison		Proposed Increase / Decrease	
		2024/2025	*2025/2026*	*$*	*%*
PLATTED					
Phases 1 & 2					
Single Family 50' (PH 1)	Series 2023 Debt Service	$1,455.32	$1,455.32	$0.00	0.00%
	Operations & Maintenance	$851.06	$1,158.12	$307.06	36.08%
	Total	**$2,306.38**	**$2,613.44**	**$307.06**	**13.31%**
Single Family 50' (PH 2)	Series 2023 Debt Service	$1,455.32	$1,455.32	$0.00	0.00%
	Operations & Maintenance	$851.06	$1,158.12	$307.06	36.08%
	Total	**$2,306.38**	**$2,613.44**	**$307.06**	**13.31%**
Phase 3B					
Single Family 40'	Series 2024 Debt Service	$2,083.51	$2,083.51	$0.00	0.00%
	Operations & Maintenance	$0.00	$1,158.12	$1,158.12	(1)
	Total	**$2,083.51**	**$3,241.63**	**$1,158.12**	**55.59%**
Single Family 50'	Series 2024 Debt Service	$2,604.38	$2,604.38	$0.00	0.00%
	Operations & Maintenance	$0.00	$1,158.12	$1,158.12	(1)
	Total	**$2,604.38**	**$3,762.50**	**$1,158.12**	**44.47%**
Single Family 60'	Series 2024 Debt Service	$3,125.26	$3,125.26	$0.00	0.00%
	Operations & Maintenance	$0.00	$1,158.12	$1,158.12	(1)
	Total	**$3,125.26**	**$4,283.38**	**$1,158.12**	**37.06%**
Phase 3A					
Single Family 40'	Series 2024 Debt Service	$2,083.51	$2,083.51	$0.00	0.00%
	Operations & Maintenance	$0.00	$1,158.12	$1,158.12	(1)
	Total	**$2,083.51**	**$3,241.63**	**$1,158.12**	**55.59%**
Unplatted					
Phases 4A & 5A					
Single Family 40'	Series 2025 Debt Service [2]	$0.00	$2,654.00	$2,654.00	N/A
	Operations & Maintenance	$0.00	$0.00	$0.00	0.00%
	Total	**$0.00**	**$2,654.00**	**$2,654.00**	**(3)**
Single Family 50'	Series 2025 Debt Service [2]	$0.00	$3,318.00	$3,318.00	N/A
	Operations & Maintenance	$0.00	$0.00	$0.00	0.00%
	Total	**$0.00**	**$3,318.00**	**$3,318.00**	**(3)**
Single Family 60'	Series 2025 Debt Service [2]	$0.00	$3,981.00	$3,981.00	N/A
	Operations & Maintenance	$0.00	$0.00	$0.00	0.00%
	Total	**$0.00**	**$3,981.00**	**$3,981.00**	**(3)**
Future Phases					
Single Family 40'	Operations & Maintenance	$0.00	$0.00	$0.00	0.00%
	Total	**$0.00**	**$0.00**	**$0.00**	**(3)**
Single Family 50'	Operations & Maintenance	$0.00	$0.00	$0.00	0.00%
	Total	**$0.00**	**$0.00**	**$0.00**	**(3)**

WATERFORD COMMUNITY DEVELOPMENT DISTRICT

2025/2026 O&M AND DEBT SERVICE ASSSESSMENT SCHEDULE

2025/2026 O&M Budget:		$481,175.00	**2024/2025 O&M Budget:**	$156,799.00
Collection Costs:	2%	$10,237.77	**2025/2026 O&M Budget:**	$481,175.00
Early Payment Discounts:	4%	$20,475.53		
2025/2026 Total:		**$511,888.30**	**Total Difference:**	**$324,376.00**

Lot Size	Assessment Breakdown	Per Unit Annual Assessment Comparison		Proposed Increase / Decrease	
		2024/2025	*2025/2026*	$	%
Single Family 60'	Operations & Maintenance	$0.00	$0.00	$0.00	0.00%
	Total	**$0.00**	**$0.00**	**$0.00**	**(3)**

NOTE: The Property Appraiser fee is now being billed separately to the District, therefore it is being incorporated into the general fund budget.

(1) **O&M assessments will be levied on Phase 3A & 3B lots beginning FY 2025-2026. Phase 3A & 3B was unplatted in FY 2024-2025 and under a developer funding agreement in lieu of assessments.**

(2) **Series 2025 Debt Service Assessments are preliminary and subject to change.**

(3) **There will be a developer funding agreement in lieu of assessments for the unplatted land in Fiscal Year 2025-2026.**

WATERFORD COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2025/2026 O&M AND DEBT SERVICE ASSESSMENT SCHEDULE

TOTAL O&M BUDGET		$481,175.00
COLLECTION COSTS @	2%	$10,237.77
EARLY PAYMENT DISCOUNTS @	4%	$20,475.53
TOTAL O&M ASSESSMENT		$511,888.30

UNITS ASSESSED					ALLOCATION OF O&M ASSESSMENT				PER LOT ANNUAL ASSESSMENT				
		SERIES 2023	SERIES 2024	PRELIM SERIES 2025		TOTAL	% TOTAL	TOTAL		SERIES 2023	SERIES 2024	PRELIM SERIES 2025	
LOT SIZE	O&M	DEBT SERVICE [1]	DEBT SERVICE [1]	DEBT SERVICE [1]	EAU FACTOR	EAU's	EAU's	O&M BUDGET	O&M	DEBT SERVICE [2]	DEBT SERVICE [2]	DEBT SERVICE [3]	TOTAL [4][5]
PLATTED													
Phases 1 & 2													
Single Family 50' (PH 1)	118	117	0	0	1.00	118.00	26.70%	$136,657.96	$1,158.12	$1,455.32	$0.00	$0.00	$2,613.44
Single Family 50' (PH 2)	78	78	0	0	1.00	78.00	17.65%	$90,333.23	$1,158.12	$1,455.32	$0.00	$0.00	$2,613.44
Phase 3B													
Single Family 40'	64	0	64	0	1.00	64.00	14.48%	$74,119.57	$1,158.12	$0.00	$2,083.51	$0.00	$3,241.63
Single Family 50'	41	0	41	0	1.00	41.00	9.28%	$47,482.65	$1,158.12	$0.00	$2,594.38	$0.00	$3,752.50
Single Family 60'	23	0	23	0	1.00	23.00	5.20%	$26,636.72	$1,158.12	$0.00	$3,125.26	$0.00	$4,283.38
Phase 3A													
Single Family 40'	118	0	118	0	1.00	118.00	26.70%	$136,657.96	$1,158.12	$0.00	$2,083.51	$0.00	$3,241.63
UNPLATTED [6]													
Phases 4A & 5A													
Single Family 40'	87	0	0	87	0.00	0.00	0.00%	$0.00	$0.00	$0.00	$0.00	$2,654.00	$2,654.00
Single Family 50'	119	0	0	119	0.00	0.00	0.00%	$0.00	$0.00	$0.00	$0.00	$3,318.00	$3,318.00
Single Family 60'	28	0	0	28	0.00	0.00	0.00%	$0.00	$0.00	$0.00	$0.00	$3,981.00	$3,981.00
Future Phases													
Single Family 40'	61	0	0	0	0.00	0.00	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Single Family 50'	127	0	0	0	0.00	0.00	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Single Family 60'	75	0	0	0	0.00	0.00	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Total Community	919	195	246	214		442.00	100.00%	$511,888.30					

LESS: Collection Costs (3%) and Early Payment Discounts (4%):		($30,713.30)
Net Revenue to be Collected:		$481,175.00

(1) Reflects the total number of lots with Series 2023 & Series 2024 debt outstanding. Series 2025 unit mix is preliminary and subject to change.

(2) Annual debt service assessment per lot adopted in connection with the Series 2023 and Series 2024 bond issuances. Annual assessment includes principal, interest, Hernando County collection costs and early payment discount costs.

(3) Annual debt service assessments for the Series 2025 bond issuance are preliminary and subject to change. Annual assessment includes estimated principal, interest, Hernando County collection costs and early payment discount costs.

(4) Annual assessment that will appear on November 2025 Hernando County property tax bill for Platted Lots only. Amount shown includes all applicable collection costs and early payment discounts (up to 4% if paid early). Unplatted lots will be direct billed and exclude the county collection costs and early payment discounts.

(5) The Property Appraiser is now being billed separately to the District, therefore it is being incorporated into the general fund budget.

(6) The Developer will fund a portion of the budget in order to reach target assessment levels for the platted lots. See Developer Contributions on line 13 of the General Fund budget.

Meeting: 09/09/2025
Department: Administration
Prepared By: Colleen Conko
Initiator: Jeffrey Rogers
DOC ID: 16332
Legal Request Number:
Bid/Contract Number:

TITLE
Transmittal of Waterford Community Development District FY 2025-26 Meeting Schedule

BRIEF OVERVIEW
Received the attached letter and Resolution 2025-13 from the Waterford Community Development District designating dates, time and location for the regular meetings of the Board of Supervisors for fiscal year 2025-26. The meeting schedule is submitted in accordance with Section 189.015(1) Florida Statutes.

FINANCIAL IMPACT
NA

LEGAL NOTE
NA

RECOMMENDATION
For informational purposes only; not action is required.

REVIEW PROCESS

Pamela Hare	Approved	08/19/2025 3:40 PM
Heidi Prouse	Approved	08/21/2025 10:31 AM
Toni Brady	Approved	08/21/2025 4:07 PM
Jeffrey Rogers	Approved	08/21/2025 9:45 PM
Colleen Conko	Approved	08/25/2025 11:05 AM

WATERFORD COMMUNITY DEVELOPMENT DISTRICT

District Office · Wesley Chapel, Florida (813) 994-1001
Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614

August 11, 2025

RECEIVED
AUG 18 2025
HERNANDO COUNTY
BOARD OF
COUNTY COMMISSIONERS

Hernando County Administrator's Office
Hernando County Board of County Commissioners
15470 Flight Path Dr.
Brooksville, FL 34604

Re: Waterford Community Development District
Annual Meeting Schedule for FY 2025/2026

Dear Sir/Madam:

Enclosed is a copy of Resolution 2025-13 designating dates, time and location for the regular meetings of the Board of Supervisors for the Waterford Community Development District for Fiscal Year 2025/2026, in accordance with Section 189.015(1) of the Florida Statues.

Sincerely,

Welsey Elias

Wesley Elias
District Manager

Enclosure: Annual Meeting Schedule for FY 2025/2026

RESOLUTION 2025-13

A RESOLUTION OF THE WATERFORD COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIMES AND LOCATIONS FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Waterford Community Development District ("**District**") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being entirely situated in Hernando County, Florida; and

WHEREAS, the Board of Supervisors of the District (the "**Board**") desires to designate the schedule (including the date, time, and location) of its regular meetings for the Fiscal Year beginning October 1, 2025, and ending September 30, 2026 ("**FY 25-26 Meeting Schedule**"); and

WHEREAS, the Board is required by Section 189.015, Florida Statutes to file a schedule of its regular meetings with the local governing authority.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD THAT:

1. **Adoption of Meeting Schedule** The FY 25-26 Meeting Schedule attached hereto as **Exhibit A** and incorporated by reference herein is hereby approved and adopted.

2. **Publication and Filing of Meeting Schedule**. The District Manager is hereby directed to publish and file the FY 25-26 Meeting Schedule in accordance with the requirements of Florida law.

3. **Effective Date.** This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

PASSED AND ADOPTED THE 5TH DAY OF AUGUST 2025.

ATTEST:

Print Name: Wesley Ellis
Secretary/ Assistant Secretary

WATERFORD COMMUNITY DEVELOPMENT DISTRICT

Print Name: Ron Barstad
Chair/ Vice Chair of the Board of Supervisors

EXHIBIT A

Notice of FY 2025/2026 Meeting Schedule
Waterford Community Development District

As required by Chapters 189 and 190 of Florida Statutes, notice is hereby given that the Fiscal Year 2025-2026, regular meetings of the Board of Supervisors of the Waterford Community Development District are scheduled to be held at 11:00 a.m. or immediately following the adjournment of Emerald Creek at the offices of Coastal Engineering Associates, Inc., located at 966 Candlelight Blvd., Brooksville, Florida 34601, as follows:

October 7, 2025
November 4, 2025
December 2, 2025
January 6, 2026
February 2, 2026
March 3, 2026
April 7, 2026
May 5, 2026
June 2, 2026
July 7, 2026
August 4, 2026
September 1, 2026

The meetings will be open to the public and will be conducted in accordance with the provision of Florida Law for community development districts. Any meeting may be continued to a date, time, and place to be specified on the record at the meeting. Copies of the agendas for the meetings listed above may be obtained from Rizzetta & Company, Inc., located at 5844 Old Pasco Road, Suite 100, Wesley Chapel, Fl 33544 or (813) 994-1001, one week prior to the meeting. There may be occasions when one or more Supervisors will participate by telephone.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District's management company office, Rizzetta & Company at (813) 994-1001 at least two (2) business days prior to the date of the hearing and meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 711 for aid in contacting the District.

Each person who decides to appeal any action taken at these meetings is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

TITLE

Award of Contract and Professional Services Agreement With Davies Claims North America, Inc., for Workers' Compensation Third Party Claims Administration Services for Human Resource Department (Contract No. 25-PS00995/AP; Amount: $101,325.00)

BRIEF OVERVIEW

The County's current contract with Johns Eastern Company Inc., Contract No. 20-R00022) for Workers' Compensation 3rd Party Claims will expire on September 30, 2025.

The Human Resource Department has requested to enter into an agreement for Workers' Compensation Third Party Claims Administration Services with Davies Claims North America, Inc.

The term of the agreement will be for thirty-six (36) months with a unilateral option to renew for two (2) additional twelve (12) month periods.

As requested by the Human Resource Department, the Procurement Department has prepared Professional Services Agreement No. 25-PS00995/AP.

The Chief Procurement Officer has reviewed this requirement for conformance to Procurement Ordinance and Purchasing Policies and Procedures.

FINANCIAL IMPACT

Funding in the amount of $33,775.00 is budgeted in FY26:

Fund: 5031 - Worker's Comp Self Ins, **Department: 08101** - Worker's Comp Self Ins **Account: 5304511** - Insurance-Work Comp Admin. The remaining contract amounts will be budgeted in future years.

LEGAL NOTE

Workers' Compensation Third Party Claims Administration Services are related to insurance costs and are therefore exempt from competitive bidding pursuant to Part II, Chapter 2, Article V of the Hernando County Code of Ordinances.

RECOMMENDATION

It is recommended the Board approve and authorize the Chairman's signature on the attached agreement for award to Davies Claims North America, Inc., for Contract No. 25-PS00995/AP in the estimated three-year contract amount of $101,325.00 with an estimated annual spend of $33,775.00.

It is further recommended the Board authorize the Chief Procurement Officer to approve change orders, as necessary and required up to the allowable budgeted amounts, and to

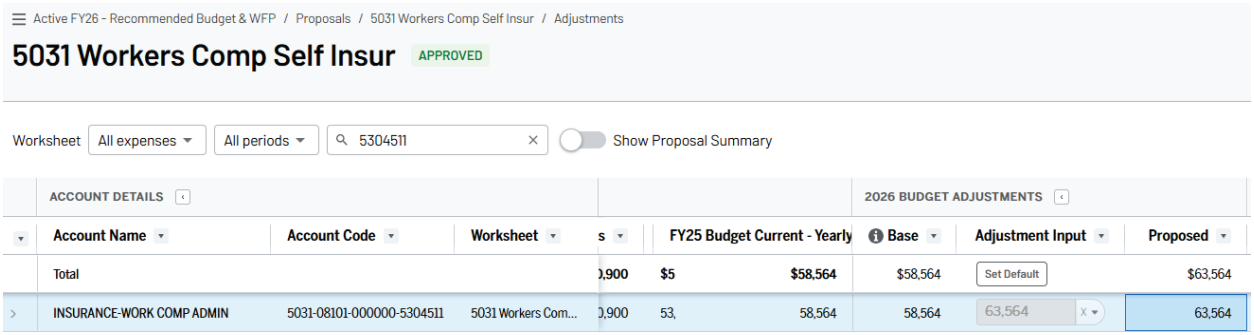
renew the contract with the same terms and conditions.

REVIEW PROCESS

Jan Houser	Approved	08/11/2025 11:52 AM
Jodi Florio	Delegated	08/11/2025 12:48 PM
Erin Dohren	Approved	08/12/2025 9:06 AM
Albert Bertram	Approved	08/13/2025 9:00 AM
Carla Rossiter-Smith	Approved	08/20/2025 3:51 PM
Pamela Hare	Approved	08/21/2025 9:13 AM
Melissa Tartaglia	Approved	08/28/2025 10:26 AM
Heidi Prouse	Approved	08/28/2025 10:56 AM
Toni Brady	Approved	08/28/2025 1:38 PM
Jeffrey Rogers	Approved	08/28/2025 9:15 PM
Colleen Conko	Approved	08/29/2025 9:18 AM

RESULT: **ADOPTED**
MOVER: Steve Champion
SECONDER: Ryan Amsler
AYES: Hawkins, Campbell, Allocco, Amsler and Champion

FY26 Budget Support for LS 1629



Active FY26 - Recommended Budget & WFP / Proposals / 5031 Workers Comp Self Insur / Adjustments

5031 Workers Comp Self Insur APPROVED

Worksheet | All expenses | All periods | 5304511 | Show Proposal Summary

ACCOUNT DETAILS						2026 BUDGET ADJUSTMENTS		
Account Name	Account Code	Worksheet	s	FY25 Budget Current - Yearly	Base	Adjustment Input	Proposed
Total			,900	$5	$58,564	$58,564	Set Default	$63,564
INSURANCE-WORK COMP ADMIN	5031-08101-000000-5304511	5031 Workers Com...	,900	53,	58,564	58,564	63,564	63,564

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA
PROFESSIONAL SERVICES AGREEMENT
Contract No. 25-PS00995/AP

THIS AGREEMENT made and entered into this _____ day of_____, 2025, by and between HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS, 15470 Flight Path Drive, Brooksville, Florida, a political subdivision of the State of Florida, hereinafter called the COUNTY, and Davies Claims North America, Inc., P.O. Box 110259, Lakewood Ranch, FL 34211, duly authorized to conduct business in the State of Florida, hereinafter called the PROFESSIONAL.

RECITALS:

WHEREAS, the PROFESSIONAL has reviewed the consulting services required pursuant to this Agreement and is qualified, willing and able to provide and perform all such services in accordance with its terms.

WHEREAS, the COUNTY does hereby retain the PROFESSIONAL to furnish certain services in connection with:

Workers' Compensation Third Party Claims Administration Services

NOW, THEREFORE, the COUNTY and the PROFESSIONAL, in consideration of the mutual covenants contained herein, agree as follows:

SECTION 1. CONSULTANT SERVICES. The PROFESSIONAL and the COUNTY mutually agree to furnish, each to the other, the respective services, information and terms as described in Exhibit "A" (Scope of Services), attached hereto and made a part hereof.

SECTION 2. MODIFICATIONS. This Agreement may only be amended or modified by mutual consent of duly authorized parties, in writing, through the issuance of a modification to this Agreement or purchase order as appropriate.

SECTION 3. TERM. The services indicated in Exhibit "A" to be rendered by the PROFESSIONAL shall be commenced, subsequent to the execution of this Agreement, upon written notice from the Hernando County Administrator, and shall be completed within thirty-six (36) months from the date of issuance of the Purchase Order.

This Agreement may be unilaterally renewed for two (2) additional twelve (12) month periods at the same prices, terms, and conditions contained herein. The County alone will determine whether or not this renewal option will be exercised based on its convenience and its best interest. The County will notify the PROFESSIONAL in writing no later than thirty (30) days prior to expiration of its decision to exercise this Agreement renewal option or options.

SECTION 4. COMPENSATION AND PAYMENT OF PROFESSIONAL'S SERVICES. The COUNTY agrees to pay the PROFESSIONAL compensation as detailed in Exhibit "B" (Compensation and Payment Method), attached hereto and made a part hereof. No additional fees or expenses will be paid.

A. Adjustment of compensation and contract time because of any major changes in the work that may

become necessary or desirable as the work progresses shall be left to the absolute discretion of the COUNTY and written amendments to this agreement for such adjustments shall be entered into by the parties in accordance herewith.

B. The COUNTY shall pay the PROFESSIONAL in accordance with the Local Government Prompt Payment Act, §218.70, et seq., F.S., upon receipt of the PROFESSIONAL's invoice and written approval of same by the County Administrator or designee indicating that services have been rendered in conformity with this Agreement.

SECTION 5. RESPONSIBILITIES OF PROFESSIONAL.

A. The PROFESSIONAL shall provide a monthly written Indemnity Records reports, as well as any other reports requested by the COUNTY, in a format acceptable to the COUNTY. The COUNTY is entitled at all times to be advised, at its request, of the status and details of the PROFESSIONAL's work. Coordination shall be maintained by the PROFESSIONAL with representatives of the COUNTY. Either party to the Agreement may request and be granted a conference.

B. The PROFESSIONAL shall maintain an adequate and competent professional staff within the State of Florida and may associate with specialists, sub-professionals, or other professionals, for the purpose of its services hereunder, without additional cost to the COUNTY. Whether or not the PROFESSIONAL utilizes other specialists, sub-professionals, or professionals in the performance of the work, the PROFESSIONAL shall be responsible for satisfactory completion of all the work.. Additionally, the PROFESSIONAL shall not assign or transfer work under this Agreement to other specialists, sub-professionals, or professionals unless approved in writing by the COUNTY. Only specialists, sub-professionals, or other professionals that have been approved by an authorized representative of the COUNTY will be used by the PROFESSIONAL.

C. All final plans, documents, reports, studies, and other data prepared by the PROFESSIONAL shall bear the endorsement of a person in the full employ of the PROFESSIONAL and duly registered in the appropriate professional category.

D. The PROFESSIONAL shall comply with all federal, state, and local laws and ordinances applicable to the work or payment therefor, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of this Agreement.

E. The PROFESSIONAL is employed to render a professional service only and payments the COUNTY makes to the PROFESSIONAL are compensation solely for such services rendered and recommendations made in carrying out the work. The PROFESSIONAL shall perform and complete all work in a workmanlike manner to the best of its abilities.

SECTION 6. TERMINATION. The COUNTY may terminate this Agreement in whole or in part at any time the interest of the COUNTY requires such termination.

1) If the COUNTY reasonably determines that the performance of the PROFESSIONAL is not satisfactory, the COUNTY shall have the option of:

   a) immediately terminating this Agreement and paying the PROFESSIONAL for work reasonably satisfactorily performed hereunder through the date of termination;

   b) notify the PROFESSIONAL of the deficiency, with a requirement that the deficiency be corrected within a reasonable specified time, otherwise the Agreement will be so terminated at the end of such time, and the PROFESSIONAL shall be paid for work satisfactorily completed to such specified date.

2) If the COUNTY requires termination of this Agreement for reasons other than unsatisfactory performance of the PROFESSIONAL, the COUNTY shall notify the PROFESSIONAL of such termination and specify the state of work or the date at which this Agreement is to be terminated, and the PROFESSIONAL shall be entitled to receive payment for all work reasonably satisfactorily performed hereunder through the date of termination. An allowance for satisfactory work in progress but not yet completed shall be made.

3) If this Agreement is terminated before performance is completed, the COUNTY shall pay the PROFESSIONAL for work satisfactorily performed on the basis of substantiated costs, not to exceed the percentage of work performed. The PROFESSIONAL shall provide to the COUNTY copies of all calculations, reports, studies, and AutoCAD copies of plans/drawings completed to date.

SECTION 7. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

SECTION 8. The PROFESSIONAL shall procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by a negligent error, omission, or act for which the insured is legally liable; such professional liability insurance will provide coverage in the amount of $1,000,000 min. per claim and in the aggregate. The PROFESSIONAL shall provide to the COUNTY proof of such insurance upon execution of this Agreement.

Additionally, the PROFESSIONAL shall procure and maintain Commercial General Liability insurance in the amount of $1,000,000/$2,000,000; $1,000,000 for Auto; and Statutory amounts for Worker's Compensation coverage whenever PROFESSIONAL enters County property.

The PROFESSIONAL shall also cause specialists, sub-professionals and other professionals retained by PROFESSIONAL for performance of this Agreement to procure and maintain comparable insurance coverage. Before commencing the work, the PROFESSIONAL shall furnish the COUNTY a certificate(s) showing compliance with this paragraph. *Said certificate(s) shall provide that policy(ies) shall not be changed or canceled until 30 days prior written notice has been given to the COUNTY; per policy provisions and per the standard ISO ACORD*

insurance form; the PROFESSIONAL, specialists, sub-professionals and other professionals shall name Hernando County as additional insured as to general liability, including a waiver of subrogation and Certificate Holder must read: Hernando County Board of County Commissioners.

SECTION 9. The PROFESSIONAL warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the PROFESSIONAL, to solicit or secure this Agreement, and that he has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted. For the breach of violation of this section 9 the COUNTY shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 10. Unless otherwise required by law or judicial order, the PROFESSIONAL shall make no statements, press releases, or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of this Agreement, without first notifying the COUNTY and securing its consent in writing. The PROFESSIONAL shall not publish, copyright, or patent any of the site-specific data furnished in compliance with this Agreement; it being understood that, under section (5) hereof, such data or information is the property of the COUNTY. This does not include materials previously or concurrently developed by the PROFESSIONAL for "In House" use. Only data generated by PROFESSIONAL for work under this Agreement shall be the property of the COUNTY.

SECTION 11. Standards of Conduct - Conflict of Interest - The PROFESSIONAL covenants and agrees that it and its employees shall be bound by the standards of conduct provided in Section 112.313, Florida Statutes, as it relates to work performed under this contract, which standards are hereby incorporated and made a part of this Agreement as though set forth in full. The PROFESSIONAL shall incorporate the provisions of this section in any subcontract into which it might enter to perform under this Agreement.

SECTION 12. The COUNTY reserves the right to suspend, cancel, or terminate this Agreement without penalty in the event one or more of the PROFESSIONAL'S corporate officers is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any work being performed by the PROFESSIONAL for or on behalf of the COUNTY under this Agreement. The COUNTY further reserves the right to suspend the qualifications of the PROFESSIONAL to do business with the COUNTY upon any such indictment or direct information. In the event that any such person against whom any such indictment or direct information is brought shall have the indictment or direct information dismissed or is found not guilty, such suspension of qualifications shall be immediately lifted by the County Administrator. The COUNTY also reserves the right to terminate or cancel this Agreement in the event the PROFESSIONAL is placed in either voluntary or involuntary bankruptcy or if an assignment is made for the benefit of creditors. In the event of termination under this section, PROFESSIONAL shall immediately turn over to the COUNTY reproducible copies of all data prepared or obtained under this Agreement. The COUNTY shall compensate the PROFESSIONAL for its services rendered up to the date of any such termination in accordance with section (6) hereof.

SECTION 13. PROFESSIONAL shall indemnify and hold harmless the COUNTY and its authorized agents and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of PROFESSIONAL and

other persons employed or utilized by PROFESSIONAL in the performance of this Agreement.

This section shall survive the expiration or termination of this Agreement. Nothing in this Agreement shall be construed to affect in any way the County's rights, privileges, and immunities as set forth in the Florida Statutes 768.28.

SECTION 14. NOTICES. All notices given by one party to the other party under this Agreement must be delivered to the receiving party's address set forth on this Agreement either by hand, qualified courier, or e-mail and will be deemed received the day after it is transmitted. If the County is the recipient, the notice must be addressed to Chief Procurement Officer, Hernando County Board of County Commissioners, 15470 Flight Path Drive, Brooksville, FL 34604 or emailed to crossiter-smith@hernando.co.fl.us.

SECTION 15. The COUNTY reserves the right to audit the PROFESSIONAL's records that relate to services and expenditures provided and incurred in performance of this Agreement. Such records include, but are not limited to: all books, records, and memoranda of every description, pertaining to performance of this Agreement. The COUNTY further reserves the right to reproduce any of the aforementioned documents.

SECTION 16. Unless otherwise required by law, this Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any dispute arising from this Agreement shall be litigated in the appropriate court in Hernando County, Florida, or the United States District Court, Middle District of Florida. IN ANY LITIGATION ARISING FROM THIS AGREEMENT, THE PARTIES SHALL BEAR THEIR OWN COSTS AND ATTORNEYS' FEES. BY SIGNING THIS AGREEMENT, THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL IN ANY LEGAL DISPUTE ARISING UNDER THIS AGREEMENT.

SECTION 17. E-VERIFY- PROFESSIONAL and its agents must have a legally Authorized Workforce.

PROFESSIONAL is advised that the COUNTY has entered into an agreement with U.S. Immigration and Customs Enforcement (ICE) wherein the COUNTY will, in part, seek to promote the principles of ethical business conduct, prevent the knowing hiring of unauthorized workers through self-governance, and encourage voluntary reporting of the discovery of unauthorized workers to ICE (the IMAGE Agreement). Accordingly, by entering into this Agreement, PROFESSIONAL represents and warrants (a) that the PROFESSIONAL is in compliance with all applicable federal, state and local laws, including, but not limited to, the laws related to the requirement of an employer to verify an employee's eligibility to work in the United States, (b) that all of the PROFESSIONAL employees are legally eligible to work in the United States, and (c) that the PROFESSIONAL has actively and affirmatively verified such eligibility utilizing the Federal Government's Employment Verification Eligibility Form (I-9 Form).

A mere allegation of PROFESSIONAL's intent to use and/or current use of unauthorized workers may not be a basis to delay the COUNTY'S award of a contract to the PROFESSIONAL unless such an allegation has been determined to be factual by ICE pursuant to an investigation conducted by ICE prior to the date the contract is scheduled to be awarded by the COUNTY.

Legitimate claims of the PROFESSIONAL's use of unauthorized workers must be reported to both of the following agencies:

(i) The COUNTY'S Procurement Department at (352) 754-4020: and
(ii) ICE (Immigration and Customs Enforcement) at 1-866-DHS-2-ICE

In the event it is discovered that the PROFESSIONAL's employees are not legally eligible to work in the United States, the COUNTY may, in its sole discretion, demand that the PROFESSIONAL cure this deficiency within a specified time frame, and/or immediately terminate the contract without any cost or penalty to the COUNTY, and/or debar the PROFESSIONAL from bidding on all COUNTY contracts for a period up to twenty-four (24) months, and/or take any and all legal action deemed necessary and appropriate.

PROFESSIONAL is required to incorporate the following IMAGE Best Practices into its business and, when practicable, incorporate verification requirements into its agreements with subcontractors:

1. Use the Department of Homeland Security employment eligibility verification program (E-Verify) to verify the employment eligibility of all new hires.
2. Use the Social Security Number Verification Service and make good faith effort to correct and verify the names and Social SECURITY numbers of the current workforce.
3. Establish a written hiring and employment eligibility verification policy.
4. Establish an internal compliance and training program related to the hiring and employment verification process, to include, but not limited to, completion of Form I-9, how to detect fraudulent use of documents in the verification process, and how to use E-Verify and the Social Security Number Verification Service.
5. Require the Form I-9 and E-Verify process to be conducted only by individuals who received appropriate training and include secondary review as to each employee's verification to minimize the potential for a single individual to subvert the process.
6. Arrange for annual Form I-9 audits by an external auditing firm or a trained employee not otherwise involved in the Form I-9 process.
7. Establish a procedure to report to ICE credible information of suspected criminal misconduct in the employment eligibility verification process.
8. Establish a program to assess subcontractors' compliance with employment eligibility verification requirements. Encourage contractors to incorporate the IMAGE Best Practices contained in this Article and, when practicable, incorporate the verification requirements in subcontractor agreements.
9. Establish a protocol for responding to letters received from Federal and State government agencies indicating that there is a discrepancy between the agency's information and the information provided by the employer or employee; for example, "no match" letters received from the Social Security Administration.
10. Establish a tip line mechanism (inbox, e-mail, etc.) for employees to report activity relating to the employment of unauthorized workers, and a protocol for responding to employee tips.
11. Establish and maintain appropriate policies, practices, and safeguards against use of the verification process for unlawful discrimination, and to ensure that U.S. Citizens and authorized workers do not face discrimination with respect to hiring, firing, recruitment or referral for a fee because of citizenship status or national origin.

Maintain copies of any documents accepted as proof of identify and/or employment authorization for all new hires.

SECTION 18. INTERPRETATION

This Agreement shall not be construed for or against any party hereto, regardless of which party is wholly or partly responsible for its drafting.

SECTION 19. SUCCESSORS AND ASSIGNS; ASSIGNMENT. - The COUNTY and the PROFESSIONAL each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the COUNTY nor the PROFESSIONAL shall assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the other.

Section 20. TRAVEL. No travel or per diem reimbursement expenses will be paid unless expressly authorized in the Agreement and approved by the COUNTY in writing in advance. All bills for any authorized travel expenses will be submitted and paid in accordance with the rates and procedures specified in section 112.061, Florida Statutes, and in compliance with the COUNTY's policy for travel expenses.

Section 21. INDEPENDENT CONTRACTOR. The PROFESSIONAL shall be legally considered an independent contractor and neither the PROFESSIONAL, its employees nor sub-contractors shall, under any circumstances, be considered servants or agents of the COUNTY; and the COUNTY shall at no time be responsible for any negligence or other wrongdoing by the PROFESSIONAL, its servants, agents, employees or sub-contractors.

Section 22. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion will be deemed stricken, and such holding will not affect the validity of the remaining portion thereof.

Section 23. WAIVER. The delay or failure by either Party to exercise or enforce any of its rights under this Agreement will not constitute or be deemed a waiver of the Party's right thereafter to enforce those rights, nor will any single or partial exercise of any such right preclude any other or further exercise of that or any other right.

Section 24. NO WARRANTY BY THE COUNTY. Approval by the COUNTY of any of the PROFESSIONAL's work, including but not limited to written reports, or any work products furnished hereunder, shall not relieve the PROFESSIONAL of responsibility for the technical accuracy and adequacy of work under this Agreement. Neither the COUNTY's approval or acceptance, or payment for any services furnished under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement.

SECTION 25. This Agreement, including its Exhibits (Exhibit "A" Scope of Services; Exhibit "B" Compensation and Method of Payment; Exhibit "C" Anti-Human Trafficking Affidavit; Exhibit "D" Foreign Countries of Concern), attached hereto, and COUNTY Purchase Orders, all incorporated herein, represent the entire agreement between COUNTY and the PROFESSIONAL with respect to the subject matter hereof and supersedes all prior agreements, negotiations, or understandings between the parties in any way relating to the subject matter of this Agreement.

In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:

Agreement
Attachments:
Exhibit "A" Scope of Services
Exhibit "B" Compensation and Method of Payment

Exhibit "C" Anti-Human Trafficking Affidavit
Exhibit "D" Foreign Countries of Concern

IN WITNESS WHEREOF, the parties hereto have caused these present to be executed, the day and year first above written.

Signature

Beverly Adkins, President
(type name and title)

Davies Claims North America, Inc.

07/23/2025
Date

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY. FLORIDA

Brian Hawkins, Chairman

Date

Attest:

Douglas A. Chorvat. Jr., Clerk of Circuit Court

Witness:

Exhibit "A" Scope of Services

The PROFESSIONAL is required to perform the following related services:

1) On behalf of the County, the PROFESSIONAL will prepare and file with the appropriate state agency all applications required for the County's continued qualification as a self-insurer;

2) Comply with all applicable laws and regulations regarding workers' compensation benefits;

3) Obtain the County's authorization prior to performing investigations, surveillance and any other measures to assure claim validity;

4) Obtain the County's authorization prior to settling or denying a claim;

5) Establish and maintain complete claims files on each claim;

6) Review, process and pay claims on a timely basis;

7) Provide copies of all pertinent medical, legal, and investigative reports to the County in a timely manner, and no later than two (2) business days after submission/creation;

8) Provide for timely notification of excess insurers, as required by excess insurance policy ("timely notification" is defined by Florida Statute);

9) Pursue all second injury funds, subrogation, and other recovery opportunities;

10) Reporting, documentation and recovery for subrogation claims

11) Advise the County regarding actions, procedures, etc. which result in control of claims; and

12) Notify the excess insurance carrier and the County when the total incurred reserve is expected to reach fifty (50) percent of the self-insured retention.

13) The County reserves the right to approve any person working on the administration of the County's claims and the right to request changes to personnel whenever the County determines it is in the County's best interest.

14) Medical Management to include:

    a. Triage of all cases
    b. Assistance with developing preferred medical providers
    c. Education and training of providers and/or supervisory staff
    d. Educational referral material
    e. Review of impairment rating for accuracy by nurse case manager for potential savings
    f. Telephonic case management

15) Review medical bills and conduct appropriate reductions as required by Florida Statute 440.

16) Medical case manager nurses and claims personnel must be employees of the PROFESSIONAL.

17) The use of independent nurses, adjusters, sub-contractors, or temporary adjusters is not acceptable without prior approval of the County.

18) The County reserves the right to establish a limit on the amount of payment that can be made by the PROFESSIONAL without prior County authorization.

19) The County reserves the right to establish a pool up to $200,000 for the PROFESSIONAL to process workers' compensation claims for the County. The County requires monthly reconciliation of this pool in a manner and format acceptable to the County.

20) The County reserves the right to select an attorney for legal services. The County further reserves the right to review bills for legal services prior to authorization for payment.

21) Additionally, the PROFESSIONAL must obtain prior written authorization from the Human Resources Director to increase the established reserve of $25,000.00 for reserves within a particular claim.

22) The PROFESSIONAL will reimburse the County for payments made in error upon discovery that payment errors are non-recoverable from third parties. In the event of discovery of errors, reimbursements shall be made within thirty (30) days of discovery.

23) Information Management Services:

    a. Standard reports – via e-mail in PDF
    b. OSHA reports (Occupational Safety and Health Administration)
    c. State Reporting
    d. Internet access to Claims System and Document Imaging
    e. Online FROI (First Notice of Injury)
    f. Medicare Secondary Payer Reporting
    g. Claim EDI Reporting (Electronic Data Interchange)
    h. Medical EDI Reporting (Electronic Data Interchange)

24) On-site or webinar training
25) Helpdesk support

Exhibit "B" Compensation and Method of Payment

A. Third-party claims administration and Fees for Claims Handling:

Additional exposures: (Includes 110 exposures per year)	Contract Year 1 - $33,775.00 Contract Year 2 - $33,775.00 Contract Year 3 - $33,775.00
Upon 12-month Renewal: Upon 12-month Renewal:	Contract Year 4 - $34,788.00 Contract Year 5 - $35,832.00
Over 110 exposures per year:	$275.00 each
B. Medical Management Fees: (per claim for contract life or case closure)	Contract Year 1 - $275.00 per claim Contract Year 2 - $275.00 per claim Contract Year 3 - $275.00 per claim Contract Year 4 - $285.00 per claim Contract Year 5 - $295.00 per claim
C. Cases placed into medical management:	$125.00 per each pre-certification of in-patient/out-patient

D. Provider Bill Review/ Cost Containment Services Fees:

$7.95 per bill
and 30% of savings over and above the fee schedule

Exhibit "C" Anti-Human Trafficking Affidavit

In compliance with Fla. Stat. § 787.06(13), this affidavit must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with Hernando County or any of its subordinate units (the "Governmental Entity").

1. My name is Beverly Adkins and I am over eighteen years of age. The following information is given from my own personal knowledge.
2. I am an officer or representative with Davies Claims North America, Inc., a non- governmental entity (the "Nongovernmental Entity"). I am authorized to provide this affidavit on behalf of Nongovernmental Entity.
3. Neither Nongovernmental Entity, nor any of its subsidiaries or affiliates, uses *coercion* for *labor* or *services*, as such italicized terms are defined in Fla. Stat. § 787.06, as it may be amended from time to time.
4. If, at any time in the future, Nongovernmental Entity does use coercion for labor or services, Nongovernmental Entity will immediately notify Governmental Entity and no contracts may be executed, renewed, or extended between the parties.
5. This declaration is made pursuant to Fla, Stat. § 92.525. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I Beverly Adkins, declare that I have read the foregoing Anti-Human Trafficking Affidavit and that the facts stated in it are true.

FURTHER AFFIANT SAYETH NAUGHT.

Davies Claims North America, Inc.
Name of Nongovernmental Entity

Beverly Adkins
Printed Name of Affiant

President
Title of Affiant

Signature of Affiant

07/23/2025
Date

Exhibit "D" Foreign Countries of Concern

Pursuant to Florida Statutes, § 287.138, effective July 1, 2023, the County may not enter into contracts which grants an entity access to personal identifiable information if: a) the entity is owned by the government of a Foreign Country of Concern (as defined by the statute): (b) the government of a Foreign Country of Concern has a controlling interest in the entity; or (c) the entity is organized under the law of or has its principal place of business in a Foreign Country of Concern.

Beginning July 1, 2025, a governmental entity is prohibited from extending or renewing a contract with an entity meeting the requirements of (a), (b) or (c) above, if the contract would give such entity access to an individual's personal identifying information.

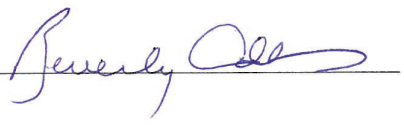
The Contracting with Entities of Foreign Countries of Concern Prohibited Affidavit Form ("Form") is required by Florida Statutes, § 287.138, which is deemed as being expressly incorporated into this Form. The Affidavit must be completed by a person authorized to make this attestation on behalf of the entity for the purpose of submitting a bid, proposal, quote, or other response, or otherwise entering into a contract with the County. The associated bid, proposal, quote, or other response will not be accepted unless and until this completed and executed Affidavit is submitted to the County.

PROFESSIONAL's Legal Company Name: Davies Claims North America, Inc. does not meet any of the criteria set forth in Florida Statutes, § 287.138(2)(a)-(c).

Pursuant to Florida Statutes,§ 92.525, under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Print Name of PROFESSIONAL's Authorized Representative: Beverly Adkins

Title of PROFESSIONAL's Authorized Representative: President

Signature of PROFESSIONAL's Authorized Representative: 

Date: 07/23/2025

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA
PROFESSIONAL SERVICES AGREEMENT
Contract No. 25-PS00995/AP

THIS AGREEMENT made and entered into this 9th day of September, 2025, by and between HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS, 15470 Flight Path Drive, Brooksville, Florida, a political subdivision of the State of Florida, hereinafter called the COUNTY, and Davies Claims North America, Inc., P.O. Box 110259, Lakewood Ranch, FL 34211, duly authorized to conduct business in the State of Florida, hereinafter called the PROFESSIONAL.

RECITALS:

WHEREAS, the PROFESSIONAL has reviewed the consulting services required pursuant to this Agreement and is qualified, willing and able to provide and perform all such services in accordance with its terms.

WHEREAS, the COUNTY does hereby retain the PROFESSIONAL to furnish certain services in connection with:

Workers' Compensation Third Party Claims Administration Services

NOW, THEREFORE, the COUNTY and the PROFESSIONAL, in consideration of the mutual covenants contained herein, agree as follows:

SECTION 1. CONSULTANT SERVICES. The PROFESSIONAL and the COUNTY mutually agree to furnish, each to the other, the respective services, information and terms as described in Exhibit "A" (Scope of Services), attached hereto and made a part hereof.

SECTION 2. MODIFICATIONS. This Agreement may only be amended or modified by mutual consent of duly authorized parties, in writing, through the issuance of a modification to this Agreement or purchase order as appropriate.

SECTION 3. TERM. The services indicated in Exhibit "A" to be rendered by the PROFESSIONAL shall be commenced, subsequent to the execution of this Agreement, upon written notice from the Hernando County Administrator, and shall be completed within thirty-six (36) months from the date of issuance of the Purchase Order.

This Agreement may be unilaterally renewed for two (2) additional twelve (12) month periods at the same prices, terms, and conditions contained herein. The County alone will determine whether or not this renewal option will be exercised based on its convenience and its best interest. The County will notify the PROFESSIONAL in writing no later than thirty (30) days prior to expiration of its decision to exercise this Agreement renewal option or options.

SECTION 4. COMPENSATION AND PAYMENT OF PROFESSIONAL'S SERVICES. The COUNTY agrees to pay the PROFESSIONAL compensation as detailed in Exhibit "B" (Compensation and Payment Method), attached hereto and made a part hereof. No additional fees or expenses will be paid.

A. Adjustment of compensation and contract time because of any major changes in the work that may

become necessary or desirable as the work progresses shall be left to the absolute discretion of the COUNTY and written amendments to this agreement for such adjustments shall be entered into by the parties in accordance herewith.

B. The COUNTY shall pay the PROFESSIONAL in accordance with the Local Government Prompt Payment Act, §218.70, et seq., F.S., upon receipt of the PROFESSIONAL's invoice and written approval of same by the County Administrator or designee indicating that services have been rendered in conformity with this Agreement.

SECTION 5. RESPONSIBILITIES OF PROFESSIONAL.

A. The PROFESSIONAL shall provide a monthly written Indemnity Records reports, as well as any other reports requested by the COUNTY, in a format acceptable to the COUNTY. The COUNTY is entitled at all times to be advised, at its request, of the status and details of the PROFESSIONAL's work. Coordination shall be maintained by the PROFESSIONAL with representatives of the COUNTY. Either party to the Agreement may request and be granted a conference.

B. The PROFESSIONAL shall maintain an adequate and competent professional staff within the State of Florida and may associate with specialists, sub-professionals, or other professionals, for the purpose of its services hereunder, without additional cost to the COUNTY. Whether or not the PROFESSIONAL utilizes other specialists, sub-professionals, or professionals in the performance of the work, the PROFESSIONAL shall be responsible for satisfactory completion of all the work.. Additionally, the PROFESSIONAL shall not assign or transfer work under this Agreement to other specialists, sub-professionals, or professionals unless approved in writing by the COUNTY. Only specialists, sub-professionals, or other professionals that have been approved by an authorized representative of the COUNTY will be used by the PROFESSIONAL.

C. All final plans, documents, reports, studies, and other data prepared by the PROFESSIONAL shall bear the endorsement of a person in the full employ of the PROFESSIONAL and duly registered in the appropriate professional category.

D. The PROFESSIONAL shall comply with all federal, state, and local laws and ordinances applicable to the work or payment therefor, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of this Agreement.

E. The PROFESSIONAL is employed to render a professional service only and payments the COUNTY makes to the PROFESSIONAL are compensation solely for such services rendered and recommendations made in carrying out the work. The PROFESSIONAL shall perform and complete all work in a workmanlike manner to the best of its abilities.

SECTION 6. TERMINATION. The COUNTY may terminate this Agreement in whole or in part at any time the interest of the COUNTY requires such termination.

1) If the COUNTY reasonably determines that the performance of the PROFESSIONAL is not satisfactory, the COUNTY shall have the option of:

   a) immediately terminating this Agreement and paying the PROFESSIONAL for work reasonably satisfactorily performed hereunder through the date of termination;

   b) notify the PROFESSIONAL of the deficiency, with a requirement that the deficiency be corrected within a reasonable specified time, otherwise the Agreement will be so terminated at the end of such time, and the PROFESSIONAL shall be paid for work satisfactorily completed to such specified date.

2) If the COUNTY requires termination of this Agreement for reasons other than unsatisfactory performance of the PROFESSIONAL, the COUNTY shall notify the PROFESSIONAL of such termination and specify the state of work or the date at which this Agreement is to be terminated, and the PROFESSIONAL shall be entitled to receive payment for all work reasonably satisfactorily performed hereunder through the date of termination. An allowance for satisfactory work in progress but not yet completed shall be made.

3) If this Agreement is terminated before performance is completed, the COUNTY shall pay the PROFESSIONAL for work satisfactorily performed on the basis of substantiated costs, not to exceed the percentage of work performed. The PROFESSIONAL shall provide to the COUNTY copies of all calculations, reports, studies, and AutoCAD copies of plans/drawings completed to date.

SECTION 7. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

SECTION 8. The PROFESSIONAL shall procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by a negligent error, omission, or act for which the insured is legally liable; such professional liability insurance will provide coverage in the amount of $1,000,000 min. per claim and in the aggregate. The PROFESSIONAL shall provide to the COUNTY proof of such insurance upon execution of this Agreement.

Additionally, the PROFESSIONAL shall procure and maintain Commercial General Liability insurance in the amount of $1,000,000/$2,000,000; $1,000,000 for Auto; and Statutory amounts for Worker's Compensation coverage whenever PROFESSIONAL enters County property.

The PROFESSIONAL shall also cause specialists, sub-professionals and other professionals retained by PROFESSIONAL for performance of this Agreement to procure and maintain comparable insurance coverage. Before commencing the work, the PROFESSIONAL shall furnish the COUNTY a certificate(s) showing compliance with this paragraph. *Said certificate(s) shall provide that policy(ies) shall not be changed or canceled until 30 days prior written notice has been given to the COUNTY; per policy provisions and per the standard ISO ACORD*

In the event it is discovered that the PROFESSIONAL's employees are not legally eligible to work in the United States, the COUNTY may, in its sole discretion, demand that the PROFESSIONAL cure this deficiency within a specified time frame, and/or immediately terminate the contract without any cost or penalty to the COUNTY, and/or debar the PROFESSIONAL from bidding on all COUNTY contracts for a period up to twenty-four (24) months, and/or take any and all legal action deemed necessary and appropriate.

PROFESSIONAL is required to incorporate the following IMAGE Best Practices into its business and, when practicable, incorporate verification requirements into its agreements with subcontractors:

1. Use the Department of Homeland Security employment eligibility verification program (E-Verify) to verify the employment eligibility of all new hires.
2. Use the Social Security Number Verification Service and make good faith effort to correct and verify the names and Social SECURITY numbers of the current workforce.
3. Establish a written hiring and employment eligibility verification policy.
4. Establish an internal compliance and training program related to the hiring and employment verification process, to include, but not limited to, completion of Form I-9, how to detect fraudulent use of documents in the verification process, and how to use E-Verify and the Social Security Number Verification Service.
5. Require the Form I-9 and E-Verify process to be conducted only by individuals who received appropriate training and include secondary review as to each employee's verification to minimize the potential for a single individual to subvert the process.
6. Arrange for annual Form I-9 audits by an external auditing firm or a trained employee not otherwise involved in the Form I-9 process.
7. Establish a procedure to report to ICE credible information of suspected criminal misconduct in the employment eligibility verification process.
8. Establish a program to assess subcontractors' compliance with employment eligibility verification requirements. Encourage contractors to incorporate the IMAGE Best Practices contained in this Article and, when practicable, incorporate the verification requirements in subcontractor agreements.
9. Establish a protocol for responding to letters received from Federal and State government agencies indicating that there is a discrepancy between the agency's information and the information provided by the employer or employee; for example, "no match" letters received from the Social Security Administration.
10. Establish a tip line mechanism (inbox, e-mail, etc.) for employees to report activity relating to the employment of unauthorized workers, and a protocol for responding to employee tips.
11. Establish and maintain appropriate policies, practices, and safeguards against use of the verification process for unlawful discrimination, and to ensure that U.S. Citizens and authorized workers do not face discrimination with respect to hiring, firing, recruitment or referral for a fee because of citizenship status or national origin.

Maintain copies of any documents accepted as proof of identify and/or employment authorization for all new hires.

SECTION 18. INTERPRETATION

This Agreement shall not be construed for or against any party hereto, regardless of which party is wholly or partly responsible for its drafting.

SECTION 19. SUCCESSORS AND ASSIGNS; ASSIGNMENT. - The COUNTY and the PROFESSIONAL each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the COUNTY nor the PROFESSIONAL shall assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the other.

Section 20. TRAVEL. No travel or per diem reimbursement expenses will be paid unless expressly authorized in the Agreement and approved by the COUNTY in writing in advance. All bills for any authorized travel expenses will be submitted and paid in accordance with the rates and procedures specified in section 112.061, Florida Statutes, and in compliance with the COUNTY's policy for travel expenses.

Section 21. INDEPENDENT CONTRACTOR. The PROFESSIONAL shall be legally considered an independent contractor and neither the PROFESSIONAL, its employees nor sub-contractors shall, under any circumstances, be considered servants or agents of the COUNTY; and the COUNTY shall at no time be responsible for any negligence or other wrongdoing by the PROFESSIONAL, its servants, agents, employees or sub-contractors.

Section 22. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion will be deemed stricken, and such holding will not affect the validity of the remaining portion thereof.

Section 23. WAIVER. The delay or failure by either Party to exercise or enforce any of its rights under this Agreement will not constitute or be deemed a waiver of the Party's right thereafter to enforce those rights, nor will any single or partial exercise of any such right preclude any other or further exercise of that or any other right.

Section 24. NO WARRANTY BY THE COUNTY. Approval by the COUNTY of any of the PROFESSIONAL's work, including but not limited to written reports, or any work products furnished hereunder, shall not relieve the PROFESSIONAL of responsibility for the technical accuracy and adequacy of work under this Agreement. Neither the COUNTY's approval or acceptance, or payment for any services furnished under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement.

SECTION 25. This Agreement, including its Exhibits (Exhibit "A" Scope of Services; Exhibit "B" Compensation and Method of Payment; Exhibit "C" Anti-Human Trafficking Affidavit; Exhibit "D" Foreign Countries of Concern), attached hereto, and COUNTY Purchase Orders, all incorporated herein, represent the entire agreement between COUNTY and the PROFESSIONAL with respect to the subject matter hereof and supersedes all prior agreements, negotiations, or understandings between the parties in any way relating to the subject matter of this Agreement.

In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:

Agreement
Attachments:
Exhibit "A" Scope of Services
Exhibit "B" Compensation and Method of Payment

Exhibit "C" Anti-Human Trafficking Affidavit
Exhibit "D" Foreign Countries of Concern

IN WITNESS WHEREOF, the parties hereto have caused these present to be executed, the day and year first above written.

Signature

Beverly Adkins President
(type name and title)

Davies Claims North America, Inc.

07/23/2025
Date

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

Brian Hawkins, Chairman

09/09/2025
Date

SEAL

Attest: Heidi Prause, Deputy Clerk
Douglas A. Chorvat, Jr., Clerk of Circuit Court

Witness: _____

Exhibit "A" Scope of Services

The PROFESSIONAL is required to perform the following related services:

1) On behalf of the County, the PROFESSIONAL will prepare and file with the appropriate state agency all applications required for the County's continued qualification as a self-insurer;

2) Comply with all applicable laws and regulations regarding workers' compensation benefits;

3) Obtain the County's authorization prior to performing investigations, surveillance and any other measures to assure claim validity;

4) Obtain the County's authorization prior to settling or denying a claim;

5) Establish and maintain complete claims files on each claim;

6) Review, process and pay claims on a timely basis;

7) Provide copies of all pertinent medical, legal, and investigative reports to the County in a timely manner, and no later than two (2) business days after submission/creation;

8) Provide for timely notification of excess insurers, as required by excess insurance policy ("timely notification" is defined by Florida Statute);

9) Pursue all second injury funds, subrogation, and other recovery opportunities;

10) Reporting, documentation and recovery for subrogation claims

11) Advise the County regarding actions, procedures, etc. which result in control of claims; and

12) Notify the excess insurance carrier and the County when the total incurred reserve is expected to reach fifty (50) percent of the self-insured retention.

13) The County reserves the right to approve any person working on the administration of the County's claims and the right to request changes to personnel whenever the County determines it is in the County's best interest.

14) Medical Management to include:

    a. Triage of all cases
    b. Assistance with developing preferred medical providers
    c. Education and training of providers and/or supervisory staff
    d. Educational referral material
    e. Review of impairment rating for accuracy by nurse case manager for potential savings
    f. Telephonic case management

15) Review medical bills and conduct appropriate reductions as required by Florida Statute 440.

16) Medical case manager nurses and claims personnel must be employees of the PROFESSIONAL.

17) The use of independent nurses, adjusters, sub-contractors, or temporary adjusters is not acceptable without prior approval of the County.

18) The County reserves the right to establish a limit on the amount of payment that can be made by the PROFESSIONAL without prior County authorization.

19) The County reserves the right to establish a pool up to $200,000 for the PROFESSIONAL to process workers' compensation claims for the County. The County requires monthly reconciliation of this pool in a manner and format acceptable to the County.

20) The County reserves the right to select an attorney for legal services. The County further reserves the right to review bills for legal services prior to authorization for payment.

21) Additionally, the PROFESSIONAL must obtain prior written authorization from the Human Resources Director to increase the established reserve of $25,000.00 for reserves within a particular claim.

22) The PROFESSIONAL will reimburse the County for payments made in error upon discovery that payment errors are non-recoverable from third parties. In the event of discovery of errors, reimbursements shall be made within thirty (30) days of discovery.

23) Information Management Services:

    a. Standard reports – via e-mail in PDF
    b. OSHA reports (Occupational Safety and Health Administration)
    c. State Reporting
    d. Internet access to Claims System and Document Imaging
    e. Online FROI (First Notice of Injury)
    f. Medicare Secondary Payer Reporting
    g. Claim EDI Reporting (Electronic Data Interchange)
    h. Medical EDI Reporting (Electronic Data Interchange)

24) On-site or webinar training
25) Helpdesk support

Exhibit "B" Compensation and Method of Payment

A. Third-party claims administration and Fees for Claims Handling:

Additional exposures: (Includes 110 exposures per year)	Contract Year 1 - $33,775.00 Contract Year 2 - $33,775.00 Contract Year 3 - $33,775.00
Upon 12-month Renewal: Upon 12-month Renewal:	Contract Year 4 - $34,788.00 Contract Year 5 - $35,832.00
Over 110 exposures per year:	$275.00 each
B. Medical Management Fees: (per claim for contract life or case closure)	Contract Year 1 - $275.00 per claim Contract Year 2 - $275.00 per claim Contract Year 3 - $275.00 per claim Contract Year 4 - $285.00 per claim Contract Year 5 - $295.00 per claim
C. Cases placed into medical management:	$125.00 per each pre-certification of in-patient/out-patient

D. Provider Bill Review/ Cost Containment Services Fees:

$7.95 per bill
and 30% of savings over and above the fee schedule

Exhibit "C" Anti-Human Trafficking Affidavit

In compliance with Fla. Stat. § 787.06(13), this affidavit must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with Hernando County or any of its subordinate units (the "Governmental Entity").

1. My name is Beverly Adkins and I am over eighteen years of age. The following information is given from my own personal knowledge.
2. I am an officer or representative with Davies Claims North America, Inc., a non- governmental entity (the "Nongovernmental Entity"). I am authorized to provide this affidavit on behalf of Nongovernmental Entity.
3. Neither Nongovernmental Entity, nor any of its subsidiaries or affiliates, uses *coercion* for *labor* or *services*, as such italicized terms are defined in Fla. Stat. § 787.06, as it may be amended from time to time.
4. If, at any time in the future, Nongovernmental Entity does use coercion for labor or services, Nongovernmental Entity will immediately notify Governmental Entity and no contracts may be executed, renewed, or extended between the parties.
5. This declaration is made pursuant to Fla, Stat. § 92.525. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I Beverly Adkins, declare that I have read the foregoing Anti-Human Trafficking Affidavit and that the facts stated in it are true.

FURTHER AFFIANT SAYETH NAUGHT.

Davies Claims North America, Inc.

Name of Nongovernmental Entity

Beverly Adkins

Printed Name of Affiant

President

Title of Affiant

Signature of Affiant

07/23/2025

Date

Exhibit "D" Foreign Countries of Concern

Pursuant to Florida Statutes, § 287.138, effective July 1, 2023, the County may not enter into contracts which grants an entity access to personal identifiable information if: a) the entity is owned by the government of a Foreign Country of Concern (as defined by the statute): (b) the government of a Foreign Country of Concern has a controlling interest in the entity; or (c) the entity is organized under the law of or has its principal place of business in a Foreign Country of Concern.

Beginning July 1, 2025, a governmental entity is prohibited from extending or renewing a contract with an entity meeting the requirements of (a), (b) or (c) above, if the contract would give such entity access to an individual's personal identifying information.

The Contracting with Entities of Foreign Countries of Concern Prohibited Affidavit Form ("Form") is required by Florida Statutes, § 287.138, which is deemed as being expressly incorporated into this Form. The Affidavit must be completed by a person authorized to make this attestation on behalf of the entity for the purpose of submitting a bid, proposal, quote, or other response, or otherwise entering into a contract with the County. The associated bid, proposal, quote, or other response will not be accepted unless and until this completed and executed Affidavit is submitted to the County.

PROFESSIONAL's Legal Company Name: Davies Claims North America, Inc. does not meet any of the criteria set forth in Florida Statutes, § 287.138(2)(a)-(c).

Pursuant to Florida Statutes,§ 92.525, under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Print Name of PROFESSIONAL's Authorized Representative: Beverly Adkins

Title of PROFESSIONAL's Authorized Representative: President

Signature of PROFESSIONAL's Authorized Representative: Beverly Adkins

Date: 07/23/2025

TITLE

Award of Quote and Work Authorization Agreement With Goodwin Brothers Construction, Inc., for Companero Entra Phase 2 Water Main Reconstruction Project for Utilities Department (Contract No. 23-T00040/AP; Amount: $440,259.09)

BRIEF OVERVIEW

On September 26, 2023, the Board approved Contract No. 23-T00040/AP for Pre-Qualification of Vendors for Construction Services for Projects under $500,000.00, pre-qualifying firms under four (4) categories, A-Public Works, B-Waterways, C-Utilities and D-Facilities, to provide quotes for County projects on an as-needed basis.

On April 9, 2025, the Hernando County Utilities Department issued a Request for Quotes (Contract No. 23-T00040/AP Quote 36) for Reconstruction of Water Main for Companero Entra Phase 2. The Request for Quote was sent to two (2) pre-qualified firms for Category C-Utilities: Goodwin Bros. Construction, Inc. and Deeb Construction & Development Co. No submissions were received.

On June 12, 2025, the Hernando County Utilities Department issued a Request for Quotes (Contract No. 23-T00040/AP Quote 36A) for Reconstruction of Water Main for Companero Entra Phase 2 (re-bid).

The Request for Quote was sent to two (2) pre-qualified firms for Category C-Utilities:

Goodwin Bros. Construction, Inc.
Deeb Construction & Development Co.

BIDs RECEIVED:

One (1) reply to the Request for Quote was received by the Quote Due Date of July 21, 2025, from the following firm:

Goodwin Bros. Construction, Inc. $440,259.09

Hernando County Utilities Department reviewed for price, conformance to specifications and the Bidder's ability to perform the contract in accordance with the terms, conditions and specifications required and is recommending award of quote to Goodwin Bros. Construction, Inc.

A Notice of Intent to Award was posted on August 7, 2025. No protest was filed.

FINANCIAL IMPACT

Funding in the amount of $440,259.09 is available in the following:

Fund: 4121 - HCUD Renewal and Replacement, **Department: 07201** - Renewal and Replacement, **Account: 5626302** - Improv - Water Line Upgrade.

LEGAL NOTE

In accordance with Part II, Chapter 2, Article V of the Hernando County Code of Ordinances.

RECOMMENDATION

It is recommended the Board approve and authorize the Chairman's signature on the attached Work Authorization Agreement to Goodwin Bros. Construction, Inc., for Quote No. 36A to Contract No. 23-T00040/AP for the Reconstruction of Water Main for Companero Entra Phase 2 project in the amount of $440,259.09.

It is further recommended the Board authorize the Chief Procurement Officer to approve change orders as necessary and required up to budgeted amounts.

REVIEW PROCESS

Brad Smith	Approved	08/12/2025 1:57 PM
Katrina Tejera	Approved	08/13/2025 9:37 AM
Grace Sheppard	Approved	08/13/2025 1:51 PM
Gordon Onderdonk	Approved	08/14/2025 8:01 AM
Jodi Florio	Approved	08/14/2025 2:35 PM
Albert Bertram	Approved	08/15/2025 10:43 AM
Carla Rossiter-Smith	Approved	08/22/2025 4:45 PM
Pamela Hare	Approved	08/28/2025 11:40 AM
Melissa Tartaglia	Approved	08/29/2025 1:11 PM
Heidi Prouse	Approved	08/29/2025 3:14 PM
Toni Brady	Approved	08/29/2025 5:02 PM
Jeffrey Rogers	Approved	09/01/2025 12:02 PM
Colleen Conko	Approved	09/02/2025 8:39 AM

RESULT: **ADOPTED**
MOVER: Steve Champion
SECONDER: Ryan Amsler
AYES: Hawkins, Campbell, Allocco, Amsler and Champion

TITLE

Pre-Qualification of Vendors for Construction Services for Projects Under $500,000.00 (Contract No. 23-T00040/AP)

Pre-Qualification of Vendors for Construction Services for Projects Under $500,000.00 (Contract No. 23-T00040/AP)

BRIEF OVERVIEW

On May 3, 2023, the Procurement Department issued a Request for Qualifications (RFQ No. 23-T00040/AP) for Construction Services Under $500K. The term of the Qualification period is for three (3) years and may be unilaterally renewed for two (2) additional twelve (12) month periods. As stated in the RFQ, the County reserves the right to qualify multiple Vendor/Contractors and reserves the right to add Pre-qualified Vendors/Contractors every six (6) months, throughout the Contract term.

The Procurement Department placed the legal advertisement with the Hernando Sun and Vendors/Contractors/Bidders were notified through a posting on OpenGov on May 3, 2023.

A total of two thousand five hundred sixty-nine (2,569) Vendors/Contractors/Bidders were notified and fifty-two (52) Vendors/Contractors/Bidders downloaded the RFQ. Twenty (20) proposals were received on the opening date of June 5, 2023, from the following firms (in alphabetical order):

1. Air Mechanical & Service Corp. - Tampa, FL
2. Ajax Paving Industries of Florida, LLC - North Venice, FL
3. Archis, Inc. dba Archis Technologies - Winter Garden, FL
4. C.A. Owens & Associates, Inc. - Freeport, FL
5. Colliers Engineering & Design, Inc. - Tampa, FL
6. Cross Environmental Services, Inc. - Crystal Springs, FL
7. Deeb Construction and Development Co. - New Port Richey, FL
8. Gator State Paving and Masonry, LLC - Spring Hill, FL
9. Goodwin Brothers Construction, Inc. - Brooksville, FL
10. In Depth, Inc. - Bunnell, FL
11. MVH Construction, LLC - Tampa, FL
12. Nicholas & Associates - Tampa, FL
13. Peter Built Fence, LLC - Summerfield, FL
14. Premium Painters Pinellas - Clearwater, FL
15. Property Services GC - Spring Hill, FL
16. Quick Painting Group Corp. - Orlando, FL
17. RMS Orlando, Inc. - Orlando, FL
18. Seggie Custom Builders, LLC - Spring Hill, FL
19. Tower Systems, Inc. - Winter Park, FL
20. Waller Construction, Inc. - Lakeland, FL

Out of twenty (20) proposals, eight (8) proposals were deemed non-responsive:

1. Air Mechanical & Service Corp. - Tampa, FL
2. C.A. Owens & Associates, Inc. - Freeport, FL
3. Gator State Paving and Masonry, LLC - Spring Hill, FL
4. In Depth, Inc. - Bunnell, FL
5. Peter Built Fence, LLC - Summerfield, FL
6. Premium Painters Pinellas - Clearwater, FL
7. Quick Painting Group Corp. - Orlando, FL
8. RMS Orlando, Inc. - Orlando, FL

Department staff review resulted in the following qualified Vendor/Contractors listed in the recommended Categories:

CATEGORY A: PUBLIC WORKS
Evaluated by Laura Borgesi P.E., Traffic Engineer; Donald Carey P.E., Stormwater Engineer; D. Todd Crosby P.E., Interim Director of Public Works; Troy McCain, Sr. Project Manager

Ajax Paving Industries of Florida, LLC
Goodwin Bros. Construction, Inc

CATEGORY B: WATERWAYS
Evaluated by Carla Burrman, Aquatic Services and Waterways Manager

Review did not result in qualified proposals.

CATEGORY C: UTILITIES
Evaluated by Ron Patel P.E., Utilities Engineering Division Manager

Goodwin Bros. Construction, Inc.
Deeb Construction and Development Co.

CATEGORY D: FACILITIES
Evaluated by Craig Becker, Facilities Manager; Erik van de Boogaard, Construction Projects Coordinator

Archis, Inc. dba Archis Technologies - Winter Garden, FL
Cross Environmental Services, Inc. - Crystal Springs, FL
Deeb Construction and Development Co. - New Port Richey, FL
MVH Construction, LLC - Tampa, FL
Nicholas & Associates - Tampa, FL
Property Services GC - Spring Hill, FL
Seggie Custom Builders LLC - Spring Hill, FL

Waller Construction, Inc. - Lakeland, FL

As per the attached Department Recommendations, it is recommended the Board approve the Pre-Qualification of the Vendor/Contractors for the following categories:

For CATEGORY A: PUBLIC WORKS:
Ajax Paving Industries of Florida, LLC and
Goodwin Bros. Construction, Inc

For CATEGORY C: UTILITIES:
Goodwin Bros. Construction, Inc., and
Deeb Construction and Development Co.

For CATEGORY D: FACILITIES:
Archis, Inc., d/b/a Archis Technologies - Winter Garden, FL
Cross Environmental Services, Inc. - Crystal Springs, FL
Deeb Construction and Development Co. - New Port Richey, FL
MVH Construction, LLC - Tampa, FL
Nicholas & Associates - Tampa, FL
Property Services GC - Spring Hill, FL
Seggie Custom Builders LLC - Spring Hill, FL
Waller Construction, Inc. - Lakeland, FL

The Chief Procurement Officer has reviewed this requirement for conformance to Procurement Ordinance and Purchasing Policies and Procedures.

FINANCIAL IMPACT
Contracts will be used on an as-needed basis by departments countywide up to allowable budget amounts and each project will not exceed $500,000.00. Any projects over $35,000.00 will be brought to the Board for approval.

LEGAL NOTE
The Board has the authority to take the recommended action on this item pursuant to Chapter 125, Florida Statutes.

RECOMMENDATION
It is recommended that the Board approve the Department's selection of the following qualified Vendor/Contractors:

CATEGORY A: PUBLIC WORKS
Ajax Paving Industries of Florida, LLC
Goodwin Bros. Construction, Inc.

CATEGORY C: UTILITIES
Goodwin Bros. Construction, Inc.

Deeb Construction and Development Co.

CATEGORY D: FACILITIES
Archis, Inc., d/b/a Archis Technologies - Winter Garden, FL
Cross Environmental Services, Inc. - Crystal Springs, FL
Deeb Construction and Development Co. - New Port Richey, FL
MVH Construction, LLC - Tampa, FL
Nicholas & Associates - Tampa, FL
Property Services GC - Spring Hill, FL
Seggie Custom Builders, LLC - Spring Hill, FL
Waller Construction, Inc. - Lakeland, FL

The Board's approval will authorize the County to request quotes from the pre-qualified vendor/contractors for projects estimated under $500K. Any quotes received over the ABR will be brought back to the Board for approval.

There are two (2) one (1) year unilateral renewal options available in accordance with Contract condition/provision in Paragraph 8.1 of the contract.

It is further recommended the Board approve the Chief Procurement Officer (CPO) to renew the contract with the same pricing terms and authorize the CPO to approve change orders as they become necessary and required.

REVIEW PROCESS

Craig Becker	Approved	09/05/2023 10:21 AM
Ron Patel	Approved	09/05/2023 12:51 PM
Erik Van De Boogaard	Approved	09/05/2023 1:05 PM
Todd Crosby	Approved	09/05/2023 1:58 PM
Carla Rossiter-Smith	Approved	09/14/2023 12:34 PM
Toni Brady	Approved	09/18/2023 8:23 AM
Pamela Hare	Approved	09/18/2023 11:40 AM
Victoria Anderson	Approved	09/18/2023 11:50 AM
Heidi Kurppe	Approved	09/18/2023 3:12 PM
Scott Herring	Approved	09/18/2023 3:19 PM
Jeffrey Rogers	Approved	09/19/2023 10:20 PM
Colleen Conko	Approved	09/20/2023 7:36 AM

RESULT: **ADOPTED**
MOVER: Brian Hawkins
SECONDER: Steve Champion
Allocco, Narverud, Champion, Campbell and Hawkins

PROCUREMENT DEPARTMENT

15470 FLIGHT PATH DRIVE ◆ BROOKSVILLE, FLORIDA 34604
P 352.754.4020 ◆ F 352.754.4199 ◆ W www.HernandoCounty.us

October 9, 2023

Goodwin Brothers Construction, Inc
Attn: Tom Charlow
14341 Ponce De Leon Blvd
Brooksville, FL 34601

Via Email: estimator@goodwinbrosinc.com

RE: Notice of Award for Contract No. 23-T00040/AP Pre-Qualification for Construction Services Under 500K – Category A Public Works and Category C Utilities

Dear Mr. Charlow

Please be advised that the County has approved the award of the above-referenced Contract to your firm. The Contract, as approved, is effective for a three (3) year period beginning September 26, 2023 through September 26, 2026 with two (2) one-year optional renewal period(s). To remain compliant, your certificate(s) of insurance ("COI") must remain current at the required amounts specified in the Solicitation Documents.

A copy of the executed Contract is attached for your records. If you have any further questions, please contact Alisa Pike, Procurement Coordinator, via email at alisap@hernandocounty.us or via telephone at (352)745-4020.

Sincerely,

Carla Rossiter-Smith
Chief Procurement Officer

pc via email: Toni Brady, Deputy County Administrator
Carla Rossiter-Smith, Chief Procurement Officer
J. Scott Herring P.E., Director of Public Works
Gordon Onderdonk P.E., Director of Utilities
D. Todd Crosby P.E., Interim Director of Public Works
Ron Patel P.E. Utilities Division Engineering Manager
Craig Becker, Facilities Manager
Erik van De Boogaard, Construction Projects Coordinator

Contract File No. 23-T00040/AP, Doc. ID No. 12623

SOLICITATION - OFFER - AWARD

SOLICITATION NO.:	SOLICITATION TITLE:	DATE ISSUED	CONTRACT NO.
23-T00040/AP	**PRE-QUALIFACTION FOR CONSTRUCTION PROJECTS UNDER $500K**	**MAY 3, 2023**	**23-T00040/AP**

ISSUED BY	SUBMIT BID OFFER TO
BOARD OF COUNTY COMMISSIONERS **HERNANDO COUNTY, FLORIDA** John Allocco, Chairman Beth Narverud, Vice Chairman Steve Champion, Second Vice Chairman Jerry Campbell Brian Hawkins	**HERNANDO COUNTY PROCUREMENTDEPARTMENT** **15470 FLIGHT PATH DRIVE** **BROOKSVILLE, FL 34604** Toni Brady Chief Procurement Officer

SOLICITATION

PREQUALIFICATION FOR FURNISHING THE SERVICES, SUPPLIES OR EQUIPMENT DESCRIBED HEREIN WILL BE RECEIVED AT THE OFFICE OF HERNANDO COUNTY PROCUREMENT DEPARTMENT, VIA HERNANDO COUNTY'S EPROCUREMENT PORTAL AT: https//secure.procurenow.com/portal/hernandocounty, **UNTIL 10:00 A.M., LOCAL TIME ON JUNE 5, 2023.** NO PREQUALIFICATIONS WILL BE ACCEPTED AFTER THE ABOVE STIPULATED DATE AND TIME. THIS IS AN ADVERTISED SOLICITATION AND THE RESPONDING BIDDERS WILL BE PUBLICLY READ IN THE PURCHASING AND CONTRACTS DEPARTMENT CONFERENCE ROOM, 15470 FLIGHT PATH DRIVE, BROOKSVILLE, FL 34604 AT **10:00 A.M. ON JUNE 5, 2023.** PURSUANT TO FS 119.071 (Current Edition), SEALED BIDS, PROPOSALS, OR REPLIES RECEIVED BY AN AGENCY PURSUANT TO A COMPETITIVE SOLICITATION ARE EXEMPT FROM INSPECTION UNTIL SUCH TIME AS THE AGENCY PROVIDES NOTICE OF AN INTENDED DECISION OR UNTIL THIRTY (30) DAYS AFTER OPENING THE BIDS, PROPOSALS, OR FINAL REPLIES, WHICHEVER IS EARLIER.

ITEM NO.	DESCRIPTION OF SERVICE/SUPPLIES/EQUIPMENT	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
1	FOR PROVIDING CONSTRUCTION PROJECTS UNDER $500K	NA	NA	NA	$500,000.00 MAXIMUM QUOTE

OFFER

(TERMS, CONDITIONS AND SPECIFICATIONS ARE INCLUDED AS PARTS HEREOF)

I CERTIFY THAT THIS PRE-QUALIFICATION IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY CORPORATION, FIRM, OR PERSON SUBMITTING A PRE-QUALIFICATION FOR THE SAME SERVICE, MATERIALS, SUPPLIES, OR EQUIPMENT, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE BY ALL CONDITIONS OF THIS PRE-QUALIFICATION AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS PRE-QUALIFICATION FOR THE VENDOR/CONTRACTOR. IN SUBMITTING A PRE-QUALIFICATION TO THE COUNTY OF HERNANDO THE VENDOR/CONTRACTOR OFFERS AND AGREES THAT THE VENDOR/CONTRACTOR ASSIGNS AND TRANSFERS TO THE COUNTY OF HERNANDO ALL RIGHTS AND INTEREST IN AND TO ALL CAUSES FOR ACTION IT MAY NOW OR HEREAFTER ACQUIRE UNDER THE ANTI-TRUST LAWS OF THE UNITED STATES AND THE STATE OF FLORIDA FOR PRICE FIXING RELATING TO THE PARTICULAR COMMODITIES OR SERVICES PURCHASED OR ACQUIRED BY THE COUNTY OF HERNANDO.

DISCOUNT FOR PROMPT PAYMENT ____% 10 CALENDAR DAYS ____% 20 CALENDAR DAYS ____% ____CALENDAR DAYS

BIDDER S INFORMATION	NAME AND TITLE OF PERSON AUTHORIZED TO SIGN BID OFFER:	
Company Name: Goodwin Bros Construction Inc	BIDDER S SIGNATURE	OFFER DATE: 6/5/2023
Address: 14341 Ponce De Leon		
City: Brooksville State: FL Zip Code: 34601		
Phone Number: 352-796-0149 Fax Number: 352-544-1084 Email Address: estimator@goodwinbrosinc.com		

AWARD

(TO BE COMPLETED BY COUNTY)

REVIEWED FOR LEGAL SUFFICIENCY: 3-3-23	LR NO.: 2023-92-1	BY: Victoria Anderson
ACCEPTED AS TO ITEM(S) NO:	AMOUNT:	ACCOUNTING CODE
SUBMIT INVOICES TO **HERNANDO COUNTY** **15470 Flight Path Drive** **Brooksville FL 34604**	NAME AND TITLE OF PERSON AUTHORIZED TO SIGN ACCEPTANCE AND AWARD FOR THE COUNTY: John Allocco, Chairman SIGNATURE:	AWARD DATE: 9-26-2023

2. SOLICITATION-OFFER-AWARD

ISSUED BY:

BOARD OF COUNTY COMMISSIONERS

HERNANDO COUNTY, FLORIDA

John Allocco, Chairman

Elizabeth Narverud, Vice Chairman

Steve Champion, Second Vice Chairman

Jerry Campbell

Brian Hawkins

SUBMIT BID OFFER TO:

HERNANDO COUNTY

PROCURMENT DEPARTMENT

via Hernando County's ePROCUREMENT PORTAL

Toni Brady

Chief Procurement Officer

3. SOLICITATION

SEALED OFFERS, FOR FURNISHING THE SERVICES, SUPPLIES OR EQUIPMENT DESCRIBED HEREIN WILL BE RECEIVED BY THE OFFICE OF PROCUREMENT DEPARTMENT, VIA THE COUNTY'S ePROCUREMENT PORTAL UNTIL10:00 am, LOCAL TIME ON Monday, June 5, 2023. NO BID OFFERS WILL BE ACCEPTED AFTER THE ABOVE STIPULATED DATE AND TIME. THIS IS AN ADVERTISED SOLICITATION AND THE RESPONDING BIDDERS WILL BE PUBLICLY READ IN THE PROCUREMENT DEPARTMENT CONFERENCE ROOM AT 10:00 am ON Monday, June 5, 2023. PURSUANT TO FS 119.071 (current version) SEALED BIDS, PROPOSALS, OR REPLIES RECEIVED BY AN AGENCY PURSUANT TO A COMPETITIVE SOLICITATION ARE EXEMPT FROM FINAL INSPECTION UNTIL SUCH TIME AS THE AGENCY PROVIDES NOTICE OF AN INTENDED DECISION OR UNTIL THIRTY (30) DAYS AFTER OPENING THE BIDS, PROPOSALS, OR FINAL REPLIES, WHICHEVER IS EARLIER.

4. OFFER

I certify that this PRE-QUALIFICATION is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a PRE-QUALIFICATION for the same service, materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this PRE-QUALIFICATION and certify that I am authorized to sign this PRE-QUALIFICATION for the Vendor/Contractor. In submitting a PRE-QUALIFICATION to the County of Hernando the Vendor/Contractor offers and agrees that the Vendor/Contractor assigns and transfers to the County of Hernando all rights and interest in and to all causes for action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the County of Hernando..

5. AWARD

Upon Award, if any, please SUBMIT INVOICES TO: Requesting Department

6. REQUEST FOR PRE-QUALIFICATION INFO

ADVERTISEMENT

6.1. ADVERTISEMENT OF REQUEST FOR PRE-QUALIFICATION

REQUEST FOR PRE-QUALIFICATION

NOTICE IS HEREBY GIVEN that the Board of County Commissions of Hernando County, Florida, is accepting Bids for:

TERM CONTRACT ITB NO. SOLICITATION NO. 23-T00040/AP

FOR

Pre-qualification for Construction Services under $500K

Offers for furnishing the above will be received and accepted up to 10:00 a.m. (local time), Monday, June 5, 2023, via Hernando County Procurement Department eProcurement Portal. Only electronic submittals shall be accepted by the County.

The Board of County Commissioners of Hernando County, Florida reserves the right to accept or reject any or all bids and waive informalities and minor irregularities in offers received in accordance with the bid documents and the Hernando County Procurement Ordinance.

Interested firms may secure the bid documents and plans and drawings and all other pertinent information by visiting the County's eProcurement Portal. For additional project information, please visit the Hernando County Board of County Commissioners Procurement Department at www.hernandocounty.us, or by submitting a question via the Q&A Tab in the County's eProcurement Portal.

ExParte Communication: Please note that to ensure proper and fair evaluation of a submittal, the County prohibits exparte communication (i.e. unsolicited) initiated by the Proposer to the County Official or Employee prior to the time a Proposal decision has been made. Communication between Proposer and the County will be initiated by the appropriate County Official or Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the Proposal. Exparte communication may be grounds for disqualifying the offending Proposer from consideration or award of the Proposal then in evaluation or any future Proposal.

The Procurement Department will post addenda on the County's ePROCUREMENT PORTAL to all questions in accordance with the Solicitation Instructions. It is the responsibility of prospective Bidders to visit the ePROCUREMENT PORTAL to ensure that they are aware of all addenda issued relative to this solicitation.

All firms are hereby placed on formal notice that neither the County Commissioners nor candidates for County Commission, nor any employees from the Hernando County Government, Hernando County staff members, nor any members of the Professional Services Review Committee are to be lobbied, either individually or collectively, concerning this project. Firms and their agents who intend to submit qualifications, or have submitted qualifications, for this project are hereby placed on formal notice that they are not to contact County personnel for such purposes as holding meetings of introduction, meals, or meetings relating to the selection process outside of those specifically scheduled by the County. Any such lobbying activities may cause immediate disqualification for this project.

Pursuant to Florida Statutes 119.071 (Current Edition) sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from inspection until such time as the agency provides notice of an intended decision or until thirty (30) days after opening the bids, proposals, or final replies whichever is earlier.

NOTICE TO APPLICANTS

To ensure that your bid is responsive, you are urged to request clarification or guidance on any issues involving this solicitation before submission of your response. Your point-of-contact for this solicitation is Alisa Pike Procurement Coordinator, Procurement Department, via the County's ePROCUREMENT PORTAL Question and Answer tab.

7. EVALUATION CRITERIA

The elements that will be used to evaluate each firm's qualifications are provided in detail in the "PRE-QUALIFICATION TECHNICAL SUBMISSION" attachment in Section 15 Vendor Questionnaire. The elements and associated point values are provided below:

A. Company Information (10 POINTS) (20% of Total)

B. Technical Strength/ Support Capabilities (10 POINTS) (20% of Total)

C. Location (10 POINTS) (20% of Total)

D. Licenses (10 POINTS) (20% of Total)

E. References (10 POINTS) (20% of Total)

8. SOLICITATION INSTRUCTIONS

8.1. DEFINITION OF TERMS

A. **ADDENDA:**Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Contract Documents.

B. **AGENCY:** the Federal or State agency named in a Quote. Any project which is financed in whole or in part shall be identified on the quote forms.

C. **APPLICANT**: The term "Applicant" used herein refers to the business organization submitting a Pre-Qualification application to the County in response to this solicitation.

D. **BIDDER**: The term "Bidder" used herein refers to the business organization submitting a bid to the County in response to this Solicitation.

E. **CHANGE ORDER**: A document recommended by Engineer which is signed by Vendor/Contractor and Owner and Agency and authorizes an addition, deletion, or revision in the work or an adjustment in the contract price or the contract times, issued on or after the Effective Date of the Agreement.

F. **CONSTRUCTION ADMINISTRATOR**: Each Work Agreement shall identify who shall act as the "Construction Administrator" for the work relative to the acceptance and approval of Applications for Payment pursuant to the provisions of the Florida Prompt Payment Act, Part VII, Ch. 218.735, F.S (current version).

G. **CONTRACT TIMES**: The number of days within which, or the dates by which, the work is to be substantially completed and ready for final payment as set forth in the Agreement. The Contract Times will commence on the date indicated in the Notice to Proceed.

H. **CONTRACT PRICE:** The moneys payable by Owner to Vendor/Contractor for completion of the work in accordance with the Contract Documents as stated in the Work Agreement.

I. **CONTRACT WORK**: Any and all obligations, duties and responsibilities necessary to the successful completion of the project assigned to or undertaken by the Vendor/Contractor under the Quote/Contract Documents, including the furnishing of all labor, materials, equipment, and other incidentals.

J. **CONTRACTOR:** The individual or entity with whom the County has entered into the Work Agreement.

K. **COUNTY**: The Board of County Commissioners, Hernando County, or its duly authorized representative.

L. **ENGINEER:**Under Contract to the Owner, the Engineer in the administration of each project and any references to the Engineer or the Professional shall be identified by the Work Agreement,

for the plans and specifications referenced in the quote/contract documents. Engineer may delegate or designate certain duties to be performed by other qualified professionals.

M. **FDEP:** Florida Department of Environmental Protection.

N. **FDOT:** Florida Department of Transportation.

O. **FIELD ORDER:** A written order issued by Engineer which requires minor changes in the work but which does not involve a change in the contract price or the contract times.

P. ISSUING OFFICE: The office from which the bid documents are to be issued and where the bidding procedures are to be administered. Specifically - Hernando County, Procurement Department, 15470 Flight Path Drive, Brooksville, Florida 34604.

Q. **MODIFICATION/AMENDMENT/CHANGE ORDER**: Shall mean the written order to the Vendor/Contactor signed by the Vendor/Contractor and County authorizing an addition, deletion, or revision in the goods, services and/or work to be provided under the Contract Documents or an adjustment in the Contract Price issued after Contract award.

R. **MUTCD**: Manual on Uniform Traffic Control Devices https://mutcd.fhwa.dot.gov

S. **NPDES:** NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM.

T. **NOTICE-WRITTEN:** Notice shall be served upon the Vendor/Contractor either personally or by leaving the said notice at his residence or with his Agent in charge of the work, or addressed to the Vendor/Contractor at the residence or place of business given in the bid and deposited in a postpaid wrapper in any post box regularly maintained by the United States Post Office.

U. **NOTICE OF AWARD:** The written notice by Owner to the successful Bidder stating that upon timely compliance by the successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.

V. **NOI:** NOTICE OF INTENT

W. **NOTICE TO PROCEED:**A written notice given by Owner to Vendor/Contractor fixing the date on which the contract times will commence to run and on which Vendor/Contractor shall start to perform the work under the Contract Documents. A Notice to Proceed may be given at any time after the effective date of the Agreement.

X. **OSHA:** OCCUPATIONAL SAFETY AND HEALTH ACT:

Y. **OWNER**: Hernando County Board of County Commissioners (County).

Z. **OWNER DESIGNATED REPRESENTATIVE:** The Owner Designated Representative will act as the Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to the Owner Designated Representative in the Quote/Contract Documents in connection with the completion of the work in accordance with their respective scope of work and the contract documents.

AA. **PAYMENT AND PERFORMANCE BONDS:**The approved forms of security furnished by the Vendor/Contractor and his surety as a guaranty on the part of the Vendor/Contractor to execute the work in accordance with the terms of the contract and to pay all obligations associated with the project.

BB. **PROFESSIONAL:** The professional independent Architectural/Engineering firm designated to be the Engineer of Record (per Florida Administrative Code). Any references to the Engineer or the Professional shall be shall be identified by the Work Agreement for the plans and specifications referenced in these Contract Documents.

CC. **PROJECT MANAGER:**The duly authorized representative of the County during the construction period. The Project Manager shall be identified by the Work Agreement.

DD. **QUOTE/CONTRACT**:The Agreement executed by the Owner and Vendor/Contractor for the performance of work and the other documents (plans, specifications, notice to Vendor/Contractors, proposal, surety bonds, addenda and other documents) whether attached thereto or not.

EE. **SCOPE OF WORK:** All materials, labor and equipment in order to accomplish the Project, as described in the quote specifications and construction plans showing the proposed improvements. The Vendor/Contractor shall accomplish the work in a manner providing for the safety of their equipment and workers and for the safety of the general public.

FF. **SHOP DRAWINGS:** All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Vendor/Contractor, a subcontractor, a manufacturer, supplier or distributor and which illustrate the equipment, material and/or some portion of the work.

GG. **SITE**: Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Vendor/Contractor. The site or location for the work to be identified by the quote documents.

HH. **SUBCONTRACTOR:** Any person, firm or corporation other than employees of the Vendor/Contractor who or which contracts with the Vendor/Contractor to furnish, or actually furnishes labor, materials and/or equipment for the performance of a part of the work on the project.

II. **SURETY:** Any person, firm or corporation which is bound by Public Construction Bond and Payment Bond with and for the Vendor/Contractor and which engages to be responsible for his acceptable performance of the work and for payment of all debts pertaining thereto.

JJ. **VENDOR/CONTRACTOR**: The Pre-Qualified entity awarded a Contract by the County for the furnishing of goods or services.

KK. **WORK:** The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Quote/Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

LL. **WORK AGREEMENT**: The written instrument which is evidence of the Agreement between Owner and Vendor/Contractor covering the quoted work.

QUESTIONS REGARDING SPECIFICATIONS OR APPLICATION PROCESS: To ensure fair consideration for all Pre-Qualification Applicants, the County prohibits communication to or with any department, division or employee during the Bid process, except as provided below:

A. All questions relative to interpretation of the specifications or the Pre-Qualification process shall be addressed in writing through the County's eProcurement Portal as indicated below, prior to the Monday, May 15, 2023.

B. Any questions relative to interpretation of the specifications or the Pre-Qualification process shall be addressed in writing through the County's eProcurement Portal as indicated below, prior to the Monday, May 15, 2023.

C. It will be the responsibility of the Pre-Qualification Applicants to visit County's eProcurement Portal to ensure they are aware of all Addenda issued for this solicitation.

D. Questions will only be accepted through the period specified in the Pre-Qualification Application documents.

E. All Addenda must be acknowledged via the County's eProcurement Porta. Failure to acknowledge any Addenda may render the Vendor/Contractor’s Pre-Qualification Application as non-responsive and subject to rejection.

9. GENERAL CONDITIONS

9.1. CONTRACT PERIOD:

A. The Contract resulting from this solicitation shall be a term Contract for the time period specified herein. During the specified time period, the County may order services/supplies as the requirements generate and the Vendor/Contractor will deliver the services/supplies ordered. It is understood that the County is not obligated to purchase any specific amount of services/supplies under this Contract.

B. The period of the Contract shall extend for three (3) year effective from Upon award.

C. Renewal Option (Unilateral): At the sole option of the County, through the Board of County Commissioners or Chief Procurement Officer or Designee, this Contract may be unilaterally renewed, for two (2) additional year periods at the same prices, terms and conditions. The County alone will determine whether or not this renewal option will be exercised based on its convenience and its best interest. The County will notify the Vendor/Contractor, in writing, no later than thirty (30) days prior to expiration of its decision to exercise this Contract renewal option and/or options. Any request by the Vendor/Contractor for consideration of a price adjustment must be submitted in writing to the County at the time of County notice of its decision to exercise Contract renewal (this provision), and Contractor must provide written evidence based on increased costs to the Vendor/Contractor. Documentation of these increases must be furnished to the County upon request. Any price adjustment (increase or decrease) approved by the County shall impose upon the Vendor/Contractor the requirement to advise and extend to the County price reductions when costs similarly decrease.

D. Either party may cancel this Contract, in whole or in part, by giving ninety (90) days prior notice in writing. However, the Vendor/Contractor shall not be authorized to exercise this cancellation option during the first one-hundred eighty (180) days of the Contract. The number of days within which, or the dates by which, the work is to be substantially completed and ready for final payment are set forth in the agreement.

9.2. QUALIFICATION OF PRE-QUALIFIED APPLICANT:

A. APPLICANTS should be aware of the experience requirements below:

1. Applicant must submit with their qualifications, a list of at least three (3) references of firms, organization and/or governmental agencies/ entities for which services of a similar size and scope of this solicitation . These references must have been satisfactorily performed within the past three (3) years. Failure to submit said references may render the submission non-responsive. The County reserves the sole right to request and Vendor/Contractor to provide additional references sought by the County.

2. Vendor/Contractor must be possess all the appropriate licenses, permits and tariffs required by various governmental agencies having jurisdiction over such services. A copy of all the required licenses will be required prior to award of a Work Agreement.

9.3. PRE-QUALIFICATION EVALUATION/AWARD OF PROJECTS:

A. Pre-Qualification evaluation will be based on conformance with the specifications, and the Vendor/Contractor's ability to perform the Contract in accordance with the terms and conditions required.

B. Prior to each work order, pre-qualified Vendor/Contractors under this Contract will be asked for a Quote. The work order will be awarded to the lowest, responsive, and responsible Vendor/Contractor. However, the County reserves the sole right to reject any and all quotes in accordance with the Hernando County Procurement Ordinance.

C. Pre-Qualified Vendor/Contractors shall submit quotes on projects as requested by Hernando County departments. Failure to respond to three (3) consecutive quotes may result in the pre-qualified Vendor/Contractor being removed from the pre-qualification list.

D. If two (2) or more fully responsive, responsible quotes are received for the same total amount or unit price, quality and service being equal, the County reserves the right to award the project to the Vendor/Contractor whose place of business is located within the boundaries of Hernando County, Florida. Should tie Bids, as described above, be received from either two (2) or more Hernando County Vendor/Contractors or from non-local Vendor/Contractors when no Hernando County Vendor/Contractor has submitted a tie Bid, then the Chief Procurement Officer shall award the Contract to one (1) Vendor/Contractor by drawing lots in a public meeting. Note: It is the intention of the County to award to multiple qualified Vendor/Contractors.

9.4. HOURS

Work may be performed between the hours of 7:00 AM to 5:00 PM or as specified on the quote, Monday through Friday, except County holidays. **See Exhibit D for Hernando County Holiday Schedule.**The County may, on certain occasions, approve work outside of these times. Such exception(s) must be approved in writing by the County at least one (1) day in advance. Services will not be permitted when operations would cause a traffic or safety hazard.

9.5. WARRANTIES

The Vendor/Contractor agrees that the supplies and services furnished under this Contract shall be covered by the most favorable commercial warranties the Vendor/Contractor gives to any customer for

comparable quantities of such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the County by any other provision of this award.

9.6. DELIVERY AND ACCEPTANCE:

A. The County will order services/supplies by issuance of a Hernando County Numbered Purchase Order (PO). Each Purchase Order will specify the Scope of Work, Location and Date(s) for service required.

B. Receipt of services/supplies shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after thorough inspection indicates that the services/supplies delivered meet Purchase Order specifications and conditions. Should the services/supplies differ in any respect from the specifications, payment will be withheld until such time as the Vendor/Contractor takes necessary correction action. If the proposed corrective action is not acceptable to the County, final acceptance of the services may be refused, in which case the services shall remain the property of the Vendor/Contractor and the County shall not be liable for payment for any portion thereof.

C. Unless otherwise specified, services shall be performed as described in these Contract documents on a case by case or project by project basis.

D. Vendor/Contractor(s) shall not commence work prior to the County's receipt and acceptance of the **Certification of Insurance**, and any other required documents/certificates as specified by these Contract documents.

9.7. REJECTION OF APPLICATION:

The County reserves the sole right to reject any and all Pre-Qualification Application submissions. Pre-Qualification Application which are incomplete, unbalanced, conditional, obscure or which contain additions not required, or irregularities of any kind, or which do not comply with every aspect of this Pre-Qualification Application, may be rejected at the option of the County. A Vendor/Contractor shall not be qualified when an investigation by the Chief Procurement Officer finds the Vendor/Contractor delinquent on a previously awarded Contract or in litigation with a Hernando County previously awarded Contract.

9.8. NON-EXCLUSIVE CONTRACT:

Award of a Contract resulting from this Pre-Qualification Application imposes no obligation on the County to utilize the Vendor/Contractor for all work of this type, which may develop during the Contract

period. This is not an exclusive Contract. The County specifically reserves the right to Contract with another company for similar work if it deems such action to be in the County's best interest.

9.9. NON-PERFORMANCE:

NON-PERFORMANCE:

A. Time is of the essence in this Contract and failure to deliver the services specified within the time period required shall be considered a default.

    1. In case of default, the County may procure the services from other sources and hold the Vendor/Contractor responsible for all costs occasioned thereby and may immediately cancel the Contract. The Chief Procurement Officer (CPO) reserves the sole right to impose and debar Vendor/Contractors, as a direct result of Vendor/Contractor default and termination for a period of twelve (12) months to twenty-four (24) months depending upon the severity of the default resulting in Contract termination. The Vendor/Contractor and its sureties (if any) shall be liable for any damage to the County resulting from the Vendor/Contractor's default of the Contract. This liability includes any increased costs incurred by the County in completing Contract performance.

9.10. ASSIGNMENT:

The successful Vendor/Contractor is required to perform this Contract and may not assign, transfer, convey, sublet or otherwise dispose of any award or any or all of its rights, title, or interest therein, or the resulting Contractual Agreement in whole or in part without prior written authorization given at the sole discretion of Hernando County.

9.11. PUBLIC ENTITY CRIMES:

Any person submitting a Pre-Qualification Application in response to this Request for Pre-Qualification certifies that they are aware of, and in compliance with, all requirements under Section 287.133, Florida Statutes (Current Edition), on Public Entity Crimes. Pre-Qualification Applicants must provide a response to the section titled VENDOR QUESTIONAAIRE, Sworn Statement to Public Entity Crimes included in these bid documents.

9.12. LICENSES AND PERMITS:

Prior to furnishing the requested product(s) or service(s), it shall be the responsibility of the awarded Vendor/Contractor to obtain, at no additional cost to Hernando County, any and all licenses and permits required to complete this Contractual service. These licenses and permits shall be readily available for review by the Chief Procurement Officer or his/her designee.

9.13. LAWS, REGULATIONS, PERMITS AND TAXES:

Vendor/Contractor shall comply with County's jobsite procedures and regulations and with all applicable local, state and federal laws, rules and regulations and shall obtain all permits required for any of the work performed hereunder. Vendor/Contractor shall procure and pay for all permits and inspections required for any of the work performed hereunder and shall furnish any bonds, security or deposits required to permit performance of the work. Vendor/Contractor shall, to the extent permissible under applicable law, comply with the jobsite provisions which validly and lawfully apply to work on the specific jobsite being performed under this Contract. **The County of Hernando is exempt from Federal Excise Taxes and all Sales Taxes.**

9.14. TAXES:

A. The Board of County Commissioners, Hernando County, Florida, has the following tax exemption certificates assigned:

   1. **Florida Sales & Use Tax Exemption Certificate No. 85-8012556945C-8, effective 1/31/2019 – expiring on 1/31/2024.**

B. This exemption does not apply to purchases of tangible personal property made by Vendor/Contractor(s) who use the tangible personal property in the performance of Contracts for improvements of County owned real property (Chapters 192 and 212, F.S. (Current Edition) and applicable rules of the Department of Revenue).

9.15. LITIGATION/WAIVER OF JURY TRIAL:

This Contract shall be governed by and construed according to Florida law. Venue for any dispute or formal litigation concerning this Contract shall be in the appropriate court with territorial jurisdiction over Hernando County, Florida. In the event of a dispute or litigation, each party to such dispute or litigation shall be solely responsible for its own attorneys' fees and costs. This Contract shall not be construed for or against any party hereto, without regard to which party is wholly or partly responsible for its drafting. Each party acknowledges that it is aware of and has had the opportunity to seek advice of counsel of its choice with respect to its rights to trial by jury, and each party, for itself and its successors, creditors, and assigns, does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this Contract and/or any other claim of injury or damage

9.16. TERMINATION

A. Termination for Default:

   1. The County may, by written notice to the Vendor/Contractor, terminate this Contract for default in whole or in part (delivery orders, if applicable) if the Vendor/Contractor fails to:

a. Provide products or services that comply with the specifications herein or fails to meet the County's performance standards.

b. Deliver the supplies or to perform the services within the time specified in this Contract or any extension.

c. Make progress so as to endanger performance of this Contract.

2. Prior to termination for default, the County will provide adequate written notice to the (Vendor/Contractor) through the Chief Procurement Officer, Procurement Department, affording him/her the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action and possible debarment. Such termination may also result in suspension or debarment of the Vendor/Contractor for a period of twelve (12) to twenty-four (24) months depending upon the severity of the Vendor/Contractor action that caused the default in accordance with the County's Procurement Ordinance. The Vendor/Contractor and its sureties (if any) shall be liable for any damage to the County resulting from the Vendor/Contractor's default of the Contract. This liability includes any increased costs incurred by the County in completing Contract performance.

3. In the event of termination by the County for any cause, the Vendor/Contractor will have, in no event, any claim against the County for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice and except as otherwise directed by the County the Vendor/Contractor shall:

a. Stop work on the date and to the extent specified.

b. Terminate and settle all orders and Sub-Contracts relating to the performance of the terminated work.

c. Transfer all work in process, completed work, and other materials related to the terminated work as directed by the County.

d. Continue and complete all parts of that work that have not been terminated.

4. If the Vendor/Contractor's failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Vendor/Contractor, the Contract shall not be terminated for default. Examples of such causes include (1) acts of God or the public enemy, (2) acts of a government in its sovereign capacity, (3) fires, (4) floods, (5) epidemics, (6) strikes and (7) unusually severe weather.

B. Termination for Convenience: The County, by written notice, may terminate this Contract, in whole or in part, when it is in the County's interest. If this Contract is terminated, the County shall be liable only for goods or services delivered and accepted. The County Notice of

Termination may provide the Vendor/Contractor ninety (90) days prior notice before it becomes effective. A termination for convenience may apply to individual delivery orders, purchase orders or to the Contract in its entirety.

9.17. FISCAL NON-FUNDING:

In the event sufficient budgeted funds are not available for a new fiscal period, the County must notify the Vendor/Contractor of such occurrence and Contract shall terminate on the last day of current fiscal period without penalty or expense to the County.

9.18. USE OF CONTRACT BY OTHER GOVERNMENT AGENCIES:

A. At the option of the Vendor/Contractor, the use of the Contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities.

B. Each governmental agency allowed by the Vendor/Contractor to use this Contract shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted. No agency receives any liability by virtue of this Pre-Qualification Application and subsequent Contract award.

9.19. INTERIM EXTENSION OF PERFORMANCE:

If it is determined that interim performance is required to allow for the solicitation and award of a new Contract, the County may unilaterally extend the Contract for a maximum period of up to six (6) months. Current pricing, delivery and all other terms and conditions of the Contract shall apply during this interim period.

9.20. COMPETENCY OF BIDDERS:

The County reserves the right to make such investigations as they may deem necessary to establish the competency and financial ability of any Vendor/Contractor to perform the work; and if after investigation, the evidence of his competency or financial ability is not satisfactory, the County reserves the right to reject his/her/its Pre-Qualification Application.

9.21. MAINTENANCE OF RECORDS:

The Vendor/Contractor will keep adequate records and supporting documents applicable to this Contract. Said records and documentation will be retained by the Vendor/Contractor for a minimum of five (5) years from the date of final payment on this Contract. The County and its authorized agents shall have the right to audit, inspect and copy records and documentation as often as the County deems

necessary during the period of this Contract and a period of five (5) years after completion of Contract performance; provided however, such activity shall be conducted only during normal business hours. The County during the period of time defined by the preceding sentence, shall also have the right to obtain a copy of and otherwise inspect any audit made at the direction of the Vendor/Contractor as concerns the aforesaid records and documentation. Pursuant to Section 119.0701 (Current Edition), Florida Statutes, Consultant/Firm shall comply with the Florida Public Records' laws and shall:

A. Keep and maintain records that ordinarily and necessarily would be required by the public agency in order to perform the service;

B. 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 does not exceed the cost provided in Chapter 119, F.S. (Current Edition), or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirement are not disclosed except as authorized by law; and,

D. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the Consultant/Firm upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

E. Failure to comply with this section shall be deemed a breach of the Contract and enforceable as set forth in Section 119.0701, Florida Statutes (Current Edition).

IF THE VENDOR/CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (CURRENT EDITION), TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-754-4020, PURCHASING@HERNANDOCOUNTY.US, WITH AN OFFICE LOCATED AT 15470 FLIGHT PATH DRIVE, BROOKSVILLE, FL 34604.

Per Florida Statute 20.0255(5) (Current Edition), it is the duty of every state officer, employee, agency, special district, board, commission, Contractor, and Sub-Contractor to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing pursuant to this section.

9.22. PAYMENT

A. Payment for services received will be accomplished by submission of an invoice, in duplicate, with purchase order number referenced thereon at the completion of each specified job. Said invoice(s) shall be submitted to: **Requesting department**

B. Each invoice shall give a detailed breakdown of the services provided.

C. The Vendor/Contractor may invoice the County after each work order is complete. Invoice shall reference, and be based upon the Quantity Report received after project completion.

D. Payment will be made in no less than forty-five (45) days, per Florida Statute 218.74 (Current Edition). Terms not within Hernando County's payment period are not acceptable and may be cause for rejection.

E. Payment to Vendor/Contractor by Electronic Payment Solution: ACH (Direct Deposit): If the Vendor/Contractor is enrolled in the County's ACH electronic payment solution, all payments will be made using the direct deposit which may or may not include a pre-note transaction. The Vendor/Contractor's bank account information will remain confidential to the extent provided by law and necessary to make direct deposit payments. Once the County has approved payment, an electronic remittance advice will be sent to the Vendor/Contractor via e-mail.

9.23. CONFLICT OF INTEREST:

A. Conflict of Interest of Officers or Employees of the Contracting Entity/Local Jurisdiction, Members of the Local Governing Body, or Other Elected Officials: No member or employee of the contracting entity/local jurisdiction or its designees or agents; no member of the governing body; and no other public official of Hernando County who exercises any function or responsibility with respect to this Contract, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any Contract or Sub-Contract, or the proceeds thereof, for work to be performed. Further, the Vendor/Contractor shall cause to be incorporated in all Sub-Contracts, the language set forth in this paragraph prohibiting conflict of interest.

B. Employee Conflict of Interest: It shall be unethical for any Hernando County employee to participate directly or indirectly in a procurement Contract when Hernando County employee knows that:

1. Hernando County employee or any member of Hernando County employee's immediate family has a financial interest in the procurement Contract; or

2. Any other person, business, or organization with whom Hernando County employee or any member of a Hernando County employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement Contract; or

3. A Hernando County employee or any member of a Hernando County employee's immediate family who holds a financial interest in a disclosed blind trust shall not be deemed to have a conflict of interest with regard to matters pertaining to that financial interest.

C. Former Employee Conflict of Interest: It shall be a violation for any person, business or organization contracting with County to employ in any capacity, any former County employee or

member of County employee's immediate family within one year of that employee's separation from employment with the County, unless the employer or the former County employee files with the County Clerk, the County's Employment Disclosure Statement. The penalty for this violation may include disqualification of the Bid submission.

9.24. GRATUITIES AND KICKBACKS:

A. Gratuities: It shall be unethical for any person to offer, give, or agree to give any Hernando County employee or former Hernando County employee, or for any Hernando County employee or former Hernando County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, or to influence the content of any specification or procurement standard, or to act in an render advisory, investigative or auditing capacity. The County in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or Sub-Contract, or to any solicitation or proposal therefore.

B. Kickbacks: It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a Sub-Contractor under a Contract to the prime Contractor or higher tier Sub-Contractor or any person associated therewith, as an inducement for the award of a Sub-Contract or order.

9.25. E-VERIFY:

A. Vendor/Contractor is advised that the County has entered into an Agreement with U.S. Immigration and Customs Enforcement (ICE) wherein the County will, in part, seek to promote the principles of ethical business conduct, prevent the knowing hiring of unauthorized workers through self-governance, and encourage voluntary reporting of the discovery of unauthorized workers to ICE (the IMAGE Agreement). Accordingly, by submitting your bid, Vendor/Contractor represents and warrants (a) that the Vendor/Contractor is in compliance with all applicable federal, state and local laws, including, but not limited to, the laws related to the requirement of an employer to verify an employee's eligibility to work in the United States, (b) that all of the Vendor/Contractor employees are legally eligible to work in the United States, and (c) that the Vendor/Contractor has actively and affirmatively verified such eligibility utilizing the Federal Government's Employment Verification Eligibility Form (I-9 Form).

B. A mere allegation of Vendor/Contractor's intent to use and/or current use of unauthorized workers may not be a basis to delay the County's award of a Contract to the Vendor/Contractor unless such an allegation has been determined to be factual by Immigration and Customs

Enforcement (ICE) pursuant to an investigation conducted by ICE prior to the date the Contract is scheduled to be awarded by the County.

C. Legitimate claims of the Vendor/Contractor's use of unauthorized workers must be reported to both of the following agencies:

   1. The County's Procurment Department at (352) 754-4020: and

   2. Immigration and Customs Enforcement (ICE) at 1-866-DHS-2-ICE

D. In the event it is discovered that the Vendor/Contractor's employees are not legally eligible to work in the United States, the County may, in its sole discretion, demand that the Vendor/Contractor cure this deficiency within a specified time frame, and/or immediately terminate the Contract without any cost or penalty to the County, and/or debar the Vendor/Contractor from Bidding on all County Contracts for a period up to twenty-four (24) months, and/or take any and all legal action deemed necessary and appropriate.

E. Vendor/Contractor is required to incorporate the following IMAGE Best Practices into its business and, when practicable, incorporate verification requirements into its Agreements with Sub-Contractors:

   1. Use the Department of Homeland Security employment eligibility verification program (E-Verify) to verify the employment eligibility of all new hires.

   2. Use the Social Security Number Verification Service and make good faith effort to correct and verify the names and Social Security numbers of the current workforce.

   3. Establish a written hiring and employment eligibility verification policy.

   4. Establish an internal compliance and training program related to the hiring and employment verification process, to include, but not limited to, completion of Form I-9, how to detect fraudulent use of documents in the verification process, and how to use E-Verify and the Social Security Number Verification Service.

   5. Require the Form I-9 and E-Verify process to be conducted only by individuals who received appropriate training and include secondary review as of each employee's verification to minimize the potential for a single individual to subvert the process.

   6. Arrange for annual Form I-9 audits by an external auditing firm or a trained employee not otherwise involved in the Form I-9 process.

   7. Establish a procedure to report to ICE credible information of suspected criminal misconduct in the employment eligibility verification process.

   8. Establish a program to assess Sub-Contractors' compliance with employment eligibility verification requirements. Encourage Vendor/Contractors to incorporate the IMAGE Best

Practices contained in this Article and, when practicable, incorporate the verification requirements in Sub-Contractor Agreements.

9. Establish a protocol for responding to letters received from federal and state government agencies indicating that there is a discrepancy between the agency's information and the information provided by the employer or employee; for example, "no match" letters received from the Social Security Administration.

10. Establish a tip line mechanism (inbox, e-mail, etc.) for employees to report activity relating to the employment of unauthorized workers, and a protocol for responding to employee tips.

11. Establish and maintain appropriate policies, practices, and safeguards against use of the verification process for unlawful discrimination, and to ensure that U.S. Citizens and authorized workers do not face discrimination with respect to hiring, firing, recruitment or referral for a fee because of citizenship status or national origin.

12. Maintain copies of any documents accepted as proof of identify and/or employment authorization for all new hires.

9.26. SCRUTINIZED COMPANIES PURSUANT TO FLORIDA STATUTE 287.135 AND 215.473 (Current Edition):

Vendor/Contractor must certify that the company is not participating in a boycott of Israel. Vendor/Contractor must also certify that Vendor/Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan list, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector list, or has been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law, the County will not contract for the provision of goods or services with any scrutinized company referred to above. Vendor/Contractor must submit the certification form included as an Attachment to this solicitation. Submitting a false certification shall be deemed a material breach of Contract. The County shall provide notice, in writing, to the Vendor/Contractor of the County's determination concerning the false certification. The Vendor/Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active Contract term, the Vendor/Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Vendor/Contractor does not demonstrate that the County's determination of false certification was made in error, then the County shall have the right to terminate the Contract and seek civil remedies pursuant to Section 287.135, Florida Statutes (Current Edition), as amended from time to time.

9.27. INSURANCE REQUIREMENTS:

A. INDEMNITY, SAFETY AND INSURANCE PROVISIONS:

1. Indemnity: To the fullest extent permitted by Florida law, the Vendor/Contractor covenants, and agrees that it will indemnify and hold harmless the County and all of the County's officers, agents, and employees from any claim, loss, damage, cost, charge, attorney's fees and costs, or any other expense arising out of any act, action, neglect, or omission by Vendor/Contractor during the performance of the contract, whether direct or indirect, and whether to any person or property to which the County or said parties may be subject, except that neither the Vendor/Contractor nor any of its subcontractors, or assignees, 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.

2. Protection of Person and Property:

   a. The Vendor/Contractor will take all reasonable precautions for, and will be responsible for initiating, maintaining and supervising all programs relating to the safety of all persons and property affected by, or involved in, the performance of his operations under this Contract.

   b. The Vendor/Contractor will take all reasonable precautions to prevent damage, injury or loss to: (a) all persons who may be affected by the performance of his operations, including employees; (b) all materials and equipment; and (c) all property at or surrounding the work site. In an emergency affecting the safety of persons or property, the Vendor/Contractor will act, with reasonable care and discretion, to prevent any threatened damage, injury or loss.

B. MINIMUM INSURANCE REQUIREMENTS: Vendor/Contractor shall procure, pay for and maintain at least the following insurance coverage and limits. Said insurance shall be evidenced by delivery to the County of a certificate(s) of insurance executed by the insurers listing coverage and limits, expiration dates and terms of policies and all endorsements whether or not required by the County, and listing all carriers issuing said policies. The insurance requirements shall remain in effect throughout the term of this Contract.

   1. Workers' Compensation: As required by law:

      a. State.....Statutory

      b. APPLICABLE FEDERAL.....Statutory

      c. EMPLOYER'S LIABILITY.....Minimum:

         i. $100,000.00 each accident

         ii. $100,000.00 by employee

         iii. $500,000.00 policy limit

d. Exemption per Florida Statute 440: If a Vendor/Contractor has less than three (3) employees and states that they are exempt per Florida Statute 440, they must provide an exemption certificate from the State of Florida. Otherwise, they will be required to purchase Workers' Compensation Insurance and provide a copy of Workers Compensation Insurance.
https://www.myfloridacfo.com/Division/WC/Employer/Exemptions/

2. General Liability: Comprehensive General Liability including, but not limited to, Independent Contractor, Contractual Premises/Operations, and Personal Injury covering the liability assumed under indemnification provisions of this Contract, with limits of liability for personal injury and/or bodily injury, including death.

   a. Coverage as follows:

      i. EACH OCCURRENCE.....$1,000,000.00

      ii. GENERAL AGGREGATE $2,000,000.00

      iii. PERSONAL/ADVERTISING INJURY.....$1,000,000.00

      iv. PRODUCTS-COMPLETED OPERATIONS AGGREGATE.....$2,000,000.00 Per Project Aggregate (if applicable)

   b. ALSO, include in General Liability coverage for the following areas based on limits of policy, with:

      i. FIRE DAMAGE (Any one (1) fire.....$50,000.00

      ii. MEDICAL EXPENSE (Any one (1) person)..... $5,000.00

3. Additional Insured: Vendor/Contractor agrees to endorse Hernando County as an additional insured on the Comprehensive General Liability. The Additional Insured shall read "Hernando County Board of County Commissioners." Proof of Endorsement is required.

4. Waiver of Subrogation: Vendor/Contractor agrees by entering into this Contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Vendor/Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Vendor/Contractor aggress to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Vendor/Contractor enter into such an agreement on a pre-loss basis.

5. AUTOMOBILE LIABILITY: Comprehensive automobile and truck liability covering any auto, all owned autos, scheduled autos, hired autos, and non-owned autos. Coverage shall be on an "occurrence" basis. Such insurance to include coverage for loading and unloading hazards. Coverage as follows:

a. COMBINED SINGLE LIMIT (CSL)..... $1,000,000.00 or:

i. BODILY INJURY (Per Person)..... $1,000,000.00

ii. BODILY INJURY (Per Accident)..... $1,000,000.00

iii. PROPERTY DAMAGE.....$1,000,000.00

6. PROFESSIONAL LIABILITY (if applicable it will be noted below separately):

7. BUILDERS RISK INSURANCE (if applicable it will be noted below separately):

8. CRIME PREVENTION – BOND (if applicable it will be noted below separately):

9. EXCESS/UMBRELLA LIABILITY:

a. Vendor/Contractor shall provide proof of Excess/Umbrella Liability coverage with minimum limits of $2,000,000.00. Limits can be increased, based on contract. (For Category B technical specifications, Longshoreman's Insurance is required.)

10. POLLUTION LIABILITY (if applicable it will be noted below separately):

11. SUBCONTRACTORS (if applicable): All subcontractors hired by said Contractor are required to provide Hernando County Board of County Commissioners a Certificate of Insurance with the same limits required by the County as required by the Contract. All subcontractors are required to name Hernando County Board of County Commissioners as additional insured and provide a Waiver of Subrogation in regards to General Liability.

12. RIGHT TO REVISE OR REJECT: County reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the criteria stated herein. Additionally, County reserves the right, but not the obligation, to review and reject any insurer providing coverage due of its poor financial condition or failure to operating legally.

C. <u>EACH INSURANCE POLICY SHALL INCLUDE THE FOLLOWING CONDITIONS BY ENDORSEMENT TO THE POLICY:</u>

1. Vendor/Contractor agrees to provide County with a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, and the Certificate of Insurance shall provide a minimum thirty (30) day endeavor to notify, when available by Vendor/Contractor's insurer. If the Vendor/Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives noticed that coverage no longer complies with the insurance requirements herein, Vendor/Contractor agrees to notify the County by email within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. The Certificate Holder shall read: **Hernando**

County Board of County Commissioners Attention: Human Resources/Risk Department
15470 Flight Path Drive, Brooksville, Florida 34604

D. Companies issuing the insurance policy, or policies, shall have no recourse against the County for payment of premiums or assessments for any deductibles which all are the sole responsibility and risk of Vendor/Contractor.

E. The term "County" or "Hernando County" shall include all authorities, boards, bureaus, commissions, divisions, departments, and offices of the County and individual members, employees and agents thereof in their official capacities, and/or while acting on behalf of Hernando County.

F. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

G. The Vendor/Contractor shall be required to provide a current Certificate of Insurance to the County prior to commencement of services.

H. Bidders may, at the County's request, be required to provide proof that their firm meets the preceding insurance requirements, by submission of a Certificate Of Insurance coverage(s), prior to award of the Contract.

I. Failure of the Owner to demand such certificates or other evidence of full compliance with these insurance requirements or failure of the Owner to identify a deficiency from evidence provided shall not be construed as a waiver of Vendor/Contractor's obligation to maintain such insurance.

9.28. MINIMUM WAGE RATES:

A. The Vendor/Contractor shall be required to pay his/her/its employees no less than the Federal Minimum Wage Rate.

B. If the Contract should be renewed, the Contract shall be adjusted for benefit of the Vendor/Contractor in proportion with Federal Law Governing Wage Rates during the period of the Contract for labor-related costs only.

C. The County reserves the right to inspect the payroll records of the Vendor/Contractor, as may be deemed necessary, to determine that the Vendor/Contractor is complying with Federal Wage and Hour Law.

9.29. SAFETY PRECAUTIONS:

SAFETY PRECAUTIONS:

A. The Vendor/Contractor shall be responsible for instructing his workmen in appropriate safety measures with respect to all services provided under this Contract, and shall not permit them to place equipment in traffic lanes or other locations in such a manner as to create a safety hazard.

B. All equipment shall be equipped with all necessary safety equipment to satisfy all applicable Florida Department of Transportation and Occupational Safety and Health Administration (OSHA) requirements.

9.30. RESPONSIVE/RESPONSIBLE:

At the time of submitting a Bid response, the County requires that the **Bidder be properly licensed and registered to do business in the State of Florida in accordance with applicable Florida Statutes (F.S.).** Bid responses that fail to provide the required forms listed in these Bid Documents may be rejected as non-responsive. **Bidders whose responses, past performance, or current status do not reflect the capability, integrity or reliability to fully and in good faith perform the requirements of the Bid may be rejected as non-responsible.** The County reserves the sole right to determine which responses meet the requirements of this solicitation, and which Bidders are responsive and responsible. The County reserves the sole right before awarding the Bid, to require a Bidder to submit such evidence of their qualifications as it may deem necessary and may consider any evidence available to it of the financial, technical, and other qualifications and abilities of a Bidder to perform the work in a satisfactory manner and within the time specified. The Bidder is assumed to be familiar with all federal, state or local laws, ordinances, rules and regulations that in any manner affect the work, and to abide thereby if awarded the Bid/Contract. Ignorance of legal requirements on the part of the Bidder/Vendor/Contactor will in no way relieve his/her/its responsibility.

9.31. CLAIMS

A. Chief Procurement Officer's Decision Required: All claims, except those waived, shall be referred to the Chief Procurement Officer for decision.

B. Notice: Written notice stating the general nature of each claim shall be delivered by the claimant to the Chief Procurement Officer and the other party to the Contract promptly (but in no event later than thirty (30) days after the start of the event giving rise thereto. The responsibility to substantiate a claim shall rest with the party making the claim. Notice of the amount or extent of the claim, with supporting data, shall be delivered to the Chief Procurement Officer and the other party to the Contract within sixty (60) days after the start of such event (unless the Chief Procurement Officer allows additional time for claimant to submit additional or more accurate data in support of such claim). A claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 5.3. A claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of Paragraph 5. Each claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to the Chief Procurement Officer and the claimant within thirty (30) days after receipt of the claimant's last submittal (unless the Chief Procurement Officer allows additional time).

C. Chief Procurement Officer's Action: Chief Procurement Officer will review each claim and, within thirty (30) days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:

   1. Deny the claim in whole or in part,

   2. Approve the claim, or

   3. Notify the parties that the Chief Procurement Officer is unable to resolve the claim if, in the Chief Procurement Officer's sole discretion, it would be inappropriate for the Chief Procurement Officer to do so. For purposes of further resolution of the claim, such notice shall be deemed a denial.

D. In the event that Chief Procurement Officer does not take action on a claim within said thirty (30) days, the claim shall be deemed denied.

E. Chief Procurement Officer's written action or denial will be final and binding upon Owner and Vendor/Contractor, unless Owner or Vendor/Contractor invoke the dispute resolution procedure set forth in Paragraph 37 within thirty (30) days of such action or denial.

10. SPECIAL CONDITIONS

10.1. LICENSES AND PERMITS:

A. Prior to furnishing the requested product(s) or service(s), it shall be the responsibility of the awarded Vendor/Contractor to obtain, at no additional cost to the County, any and all licenses and permits required to complete this contractual service. These licenses and permits shall be readily available for review by the Chief Procurement Officer or their designee.

B. Said licenses shall be in the Bidder's name as it appears on the official Bid Form. Bidder shall supply appropriate license numbers, with expiration dates, as part of their bid. Failure to hold and provide proof of a proper active license, certification and registration may be grounds for rejection of the bid.

C. Upon notification, Bidder shall provide copies of all applicable active and current licenses.

10.2. PRE-AWARD MEETING

Within fourteen (14) days after receipt of notice of intent of award of project quote, Vendor/Contractor shall meet with the County's representative(s) to discuss job procedures and scheduling.

10.3. F.O.B. POINT:

The free-on-board (F.O.B.) point shall be installed at the location(s) specified herein. At the sole discretion of the County, bids showing other than F.O.B. Destination will not be accepted and are subject to rejection. The Bidders bid shall include all costs of packaging, transporting, delivery and unloading (THIS INCLUDES INSIDE DELIVERY IF REQUESTED) to designated point within the County

10.4. DELIVERY

Delivery time will be defined in the request for Quote. The delivery date stated on the Quote, shall be the maximum acceptable delivery date. Failure to deliver within the time stated shall be cause for cancellation of the Quote with all applicable remedies available to the County under State Law. Quotes submitted which fail to meet this requirement shall be cause for rejection.

10.5. PERFORMANCE

A. Timely performance is of the essence in the award of this Prequalification Application. Performance shall be defined in the request for Quote. Quotes which fail to meet this requirement shall be rejected.

B. Failure of the awarded Vendor/Contractor to meet this performance requirement may result in default, immediate cancellation of the Purchase Order, and all other applicable remedies available to the County under state law.

C. It is hereby understood and mutually agreed to by and between parties hereto that the time of performance is an essential condition of this Prequalification Contract.

D. If said Vendor/Contractor shall neglect, fail or refuse to provide the services within the time herein specified on the request for Quote, then said Vendor/Contractor does hereby agree as part of the consideration for the awarding of this Prequalification Contract, to pay the County the sum extended by the County to Contract for like services approved by the Procurement Department for the period from the required scheduled commencement date until performance of services covered in the Quote is completed.

E. The Vendor/Contractor shall, within five (5) calendar days from the beginning of such delay, notify the Chief Procurement Officer in writing of the cause(s) of the delay.

10.6. AS SPECIFIED:

All items delivered must meet the specifications as defined in the request for Quote, pursuant to section above entitled DELIVERY AND ACCEPTANCE. Items delivered not as specified will be returned at no expense to the County. The County may return, for full credit, any unused items received which fail to meet the County's performance standards. Replacement items meeting specifications must be submitted within a reasonable time after rejection of the non-conforming items.

10.7. CODES AND REGULATIONS:

The awarded Vendor/Contractor must strictly comply with all Federal, State, and local building and safety codes.

10.8. PROTECTION OF PROPERTY/SECURITY:

A. The Vendor/Contractor shall provide barricades if necessary and take all necessary precautions to protect buildings and personnel. All work shall be completed in every respect and accomplished in a professional manner and the Vendor/Contractor shall provide for removal of all debris from County property.

B. The Vendor/Contractor shall at all times, guard against damage or loss to property of Hernando County, or of other Vendor/Contractors, and shall be held responsible for replacing or repairing any such loss or damage. The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss of damage to property through negligence of the Vendor/Contractor or their agent.

10.9. BID BOND/PERFORMANCE BOND AND PAYMENT BOND:

A. If required, each Quote submitted from a request for Quote, must be accompanied by a Certified or Cashier's check or Bid Bond in a sum of not less than ten percent (10%) of the total Quote. Quote deposits amounting to less than two hundred dollars need not be submitted. All checks shall be made payable to the Hernando County Board of County Commissioners. Unsuccessful Vendor/Contractor's performance deposit will be returned upon evaluation and

award of Quote. The awarded Vendor/Contractor's performance deposit will be returned upon receipt and acceptance of a 100% Performance Bond and a 100% Payment Bond. Under no circumstances shall the awarded Vendor/Contractor start work until he/she has supplied an acceptable Performance Bond and Payment Bond. If the awarded Vendor/Contractor fails to supply a Performance Bond and/or Payment Bond as specified in the Quote, the County shall be entitled to retain the Quote deposit to rectify the Vendor/Contractor's unacceptable performance. The Surety which issues the Bid Bond and the Performance Bond and Payment Bond must be listed on the U.S. Treasury, Fiscal Service, Bureau of Government Financial Operations, (latest review) entitled "Companies Holding Certificates of Authority as Acceptable Surety on Federal Bond and as Acceptable Reinsuring Companies".

B. The awarded Vendor/Contractor shall furnish a Performance Bond and a Payment Bond as security for faithful performance of Quote awarded as a result of a request for Quote, and for the payment of all persons performing labor and/or furnishing material in connection therewith. The Surety of such Bond shall be in an amount equal to the Contractual service (each job awarded, and Purchase Order (PO) issued). The Surety shall be responsible for any liquidated damages assessed because of failure to complete the Contractual service. The Surety shall also be responsible for any increases or extensions to the Contract. The attorney-in-fact who signs the Bond must send with the Bond a certificate and effective dated copy of power of attorney. Under no circumstances shall the awarded Vendor/Contractor begin work until he/she has supplied the County a Performance Bond

10.10. CONDITIONS FOR EMERGENCY/HURRICANE OR DISASTER - TERM CONTRACTS:

It is hereby made a part of this Request for Qualification that before, during and after a public emergency, disaster, hurricane, flood, or other acts of God that Hernando County shall require a "first priority" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public health and safety, as determined by the County. Vendor/Contractor agrees to rent/sell/lease all goods and services to the County or other governmental entities as opposed to a private citizen, on a first priority basis. The County expects to pay Contractual prices for all products or services required during an emergency situation. Vendor/Contractor shall furnish a twenty-four (24) hour phone number and email address in the event of such an emergency.

The current Federal Clauses and Forms are attached as Exhibit A, Section III, Exhibits to this document. In the event of an Emergency/Hurricane or Disaster, a copy of the most current Clauses and Forms will be provided for review and signature.

10.11. REQUIREMENTS CONTRACT:

This is a Requirements Contract and the County shall order from the Vendor/Contractor all of the supplies and/or services specified in the Contract's price schedule that are required to be purchased by the County. If the County urgently requires delivery of goods or services before the earliest date that delivery may be required under this Contract, and if the Vendor/Contractor will not accept an order providing for accelerated delivery, the County may acquire the goods or services from another source. Except as this Contract may otherwise provide, if the County's requirements do not result in orders in the quantities described as "estimated" in the Contract's price schedule, that fact shall not constitute the basis for an equitable adjustment.

10.12. SITE DAMAGE:

The Vendor/Contractor shall be held responsible for damage to any site feature including, but not limited to: irrigation equipment, trees, shrubs, signs, vehicles, etc. caused by the Vendor/Contractor. It shall be the Vendor/Contractor's responsibility to clean-up and/or rectify, to the County's satisfaction, any damage to County property caused by any individual(s) connected with the Vendor/Contractor. The Vendor/Contractor shall be notified of the specific nature of the damage and cost of repair. The County shall, at its option, invoice the Bidder for payment or reduce the next regular payment to the Vendor/Contractor, for the cost of repairs, materials, and labor.

10.13. JESSICA LUNDSFORD ACT:

The work may require the Vendor/Contractor to enter school grounds when students are present. Accordingly, as required by Section 1012.465, F.S. (Current Edition), Vendor/Contractor's employees and agents that will enter school grounds must meet Level 2 screening requirements as described in Section 1012.32, F.S. (Current Edition). Vendor/Contractor must provide evidence that it is in compliance with this requirement no later than ten (10) days prior to commencement of work.

11. CONSTRUCTION CONDITIONS

11.1. TIME OF COMPLETION

Bidder agrees that the work will be substantially complete within the date indicated in the Notice to Proceed and ready for final payment within the date indicated on the Notice to Proceed for each quoted project. Materials shall not be ordered by the Vendor/Contractor until the Notice to Proceed has been issued.

11.2. STARTING THE WORK

A. Before undertaking each part of the work, the Vendor/Contractor shall:

1. Carefully study and compare the Quote/Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. Vendor/Contractor shall promptly report in writing to the Project Manager any conflict, error or discrepancy which the Vendor/Contractor may discover and shall obtain a written interpretation or clarification from the Project Manager before proceeding with any work affected thereby; however, Vendor/Contractor shall not be liable to County for failure to report any conflict, error or discrepancy in the Quote/Contract Documents, unless Vendor/Contractor had actual knowledge, or should reasonably have known thereof.

2. Within ten (10) calendar days after the effective date of the Agreement (unless otherwise specified), Vendor/Contractor shall submit to the Engineer for review:

   a. A preliminary Progress Schedule indicating the times (number of days or dates) for starting and completing the various stages of the work, including milestones specified in the Quote/Contract Documents;

   b. A preliminary schedule of shop drawings and sample submittals which will list each required submittal and the times for submitting, reviewing, and processing such submittal; and

   c. A preliminary Schedule of Values for all the work which will include quantities and prices of items aggregating the contract price and will subdivide the work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of work.

B. The Vendor/Contractor will start the work within ten (10) calendar days of the official Notice to Proceed date. The Quote/Contract Time shall commence to run from the date of the Notice to Proceed.

11.3. LIQUIDATED DAMAGES

Bidders hereby agree that time is of the essence and that a precise determination of actual damages which could be incurred by the County for delay in the completion of the work provided herein would be difficult to ascertain. Accordingly the parties agree that the liquidated damages for those items of damage not otherwise provided for by the Quote/Contract documents, for each and every day that the time consumed in completing the work provided for herein exceeds the time allowed in achieving substantial completion and/or final completion therefore shall be in accordance with the amount(s) set forth in quote Work Agreement, Article 3, Paragraph 3.03, of the quote Work Agreement. The parties specifically agree that the liquidated damages provided herein do not constitute a penalty. The amount of liquidated damages occasioned by the Vendor/Contractor's delay will be deducted and retained out of the monies payable to the Vendor/Contractor. If not so deducted the Vendor/Contractor and sureties for the Vendor/Contractor shall be liable thereof.

11.4. INTERPRETATION AND INTENT OF THE CONTRACT DOCUMENTS

A. It is the intent of the specifications and drawings to describe a complete project to be constructed in accordance with the Quote/Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Quote/Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to Owner.

B. The Contract Documents are complementary; what is called for by one (1) is as binding as if called for by all.

C. Reference Standards:

   1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to laws or regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or laws or regulations in effect at the time of opening of bids (or on the effective date of the Agreement if there were no bids), except as may be otherwise specifically stated in the Quote/Contract Documents.

   2. No provision of any such standard, specification, manual or code, or any instruction of a supplier shall be effective to change the duties or responsibilities of Owner, Vendor/Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, or Engineer, or any of their related entities, any duty or authority to supervise or direct the performance of the work or any duty or authority to undertake responsibility inconsistent with the provisions of the Quote/Contract Documents.

D. If, during the performance of the work, the Vendor/Contractor discovers any conflict, error, ambiguity, or discrepancy within the Quote/Contract Documents or between the

Quote/Contract Documents and any provision of any law or regulation applicable to the performance of the work or of any standard, specification, manual or code, or of any instruction of any supplier, Vendor/Contractor shall promptly report it to Engineer in writing. Vendor/Contractor shall not proceed with the work affected thereby until an amendment or supplement to the Quote/Contract Documents has been issued. The more stringent requirements shall apply unless otherwise approved.

E. The Vendor/Contractor shall take no advantage of any error or omission in the plans or of any discrepancy between the plans and specifications, and the professional shall make such interpretation as may be deemed necessary for the fulfillment of the intent of the plans and specifications as construed by him and his decision shall be final.

F. Vendor/Contractor shall make reasonable efforts to identify potential changes which may enhance efficiency, reliability, serviceability or economy of operation, accelerate the construction schedule, reduce cost of construction, or otherwise enhance any benefits to Hernando County. The Vendor/Contractor, in its reasonable judgment, may propose in writing to Hernando County any such potential change, along with its proposed effect on the cost of the work or the installation schedule. Hernando County shall consider any such proposed change in good faith and may, in its sole discretion, approve in writing any such change.

G. Reuse of Documents:

1. Vendor/Contractor and any subcontractor or supplier shall not:

    a. Have or acquire any title to or ownership rights in any of the drawings, specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or Engineer's consultants, including electronic media editions; or

    b. Reuse any of such drawings, specifications, other documents, or copies thereof on extensions of the project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.

2. The prohibition of this paragraph will survive final payment, or termination of the Quote/Contract. Nothing herein shall preclude Vendor/Contractor from retaining copies of the Quote/Contract Documents for record purposes.

H. Electronic Data:

1. Copies of data furnished by Owner or Engineer to Vendor/Contractor that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

2. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within sixty (60) days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the sixty (60) day acceptance period will be corrected by the transferring party.

3. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

11.5. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA)

All construction practices, material, equipment, etc., as proposed and offered by Bidders must meet and conform to all OSHA. requirements; the Bidder's signature upon the Pre-Qualification Form in these bid documents, being by this reference considered a certification of such fact.

11.6. OWNER'S RESPONSIBILITIES AFTER QUOTE AWARD

A. Communications to Vendor/Contractor: Except as otherwise provided in these Quote/Contract Documents, Owner shall issue all communications to Vendor/Contractor through designated Authorized Owner Representative.

B. Furnish Data: Owner shall promptly furnish the data required of Owner under the Quote/Contract Documents.

C. Pay When Due: Owner shall make payments to Vendor/Contractor when they are due as provided in the Quote/Contract Documents.

D. Lands and Easements; Reports and Tests: Owner's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in the Quote/Contract Documents. Owner shall identify and make available to Vendor/Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site that have been utilized by the Engineer in preparing the Contract Documents.

E. Change Orders: Owner is obligated to execute change orders as indicated in the Quote/Contract Documents.

F. Inspections, Tests, and Approvals: Owner's responsibility in respect to certain inspections, tests, and approvals is set forth in the Quote/Contract Documents.

G. Limitations on Owner's Responsibilities: The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Vendor/Contractor's means, methods, techniques,

sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Vendor/Contractor to comply with laws and regulations applicable to the performance of the work. Owner will not be responsible for Vendor/Contractor's failure to perform the work in accordance with the Quote/Contract Documents.

H. Undisclosed Hazardous Environmental Condition: Owner's responsibility in respect to an undisclosed hazardous environmental condition is set forth in the Quote/Contract Documents.

I. Evidence of Financial Arrangements: If and to the extent Owner has agreed to furnish Vendor/Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Quote/Contract Documents, Owner's responsibility in respect thereof will be as set forth in the Quote/Contract Documents.

11.7. OWNER DESIGNATED REPRESENTATIVE'S STATUS DURING CONSTRUCTION

A. Owner's Representative: The duties and responsibilities and the limitations of authority of the Owner's Representative during construction are set forth in the Quote/Contract Documents and will not be changed without written consent of Owner.

B. Visits to Site:

1. Owner's Designated Representative will make visits to the site at intervals appropriate to the various stages of construction as the Owner Designated Representative deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Vendor/Contractor's executed work. Based on information obtained during such visits and observations, the Owner Designated Representative will determine, in general, if the work is proceeding in accordance with the Quote/Contract Documents. The Owner Designated Representative will not be required to make exhaustive or continuous inspections on the site to check the quality or quantity of the work. Owner Designated Representative's efforts will be directed toward providing for Owner a greater degree of confidence that the completed work will conform generally to the Quote/Contract Documents. On the basis of such visits and observations, Owner Designated Representative will keep Owner informed of the progress of the work and will endeavor to guard Owner against defective work.

2. Owner Designated Representative's visits and observations are subject to all the limitations on Owner Designated Representative's authority and responsibility set forth in paragraph titled "LIMITATIONS ON OWNER DESIGNATTED REPRESENTATIVE'S AUTHORITY AND RESPONSIBILITIES". Particularly, but without limitation, during or as a result of Owner Designated Representative's visits or observations of Vendor/Contractor's work Owner Designated Representative will not supervise, direct, control, or have authority over or be responsible for Vendor/Contractor's means, methods, techniques, sequences, or procedures

of construction, or the safety precautions and programs incident thereto, or for any failure of Vendor/Contractor to comply with laws and regulations applicable to the performance of the work.

C. Project Representative: If Owner and Owner Designated Representative agree, Owner Designated Representative will furnish a Resident Project Representative to assist Owner Designated Representative in providing more extensive observation of the work. The authority and responsibilities of any such Resident Project Representative and assistants is provided in paragraph titled "LIMITATIONS ON OWNER DESIGNATTED REPRESENTATIVE'S AUTHORITY AND RESPONSIBILITIES", and limitations on the responsibilities thereof are provided below. If Owner designates another representative or agent to represent Owner at the site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Quote/Contract Documents.

D. Authorized Variations in Work: Owner Designated Representative may authorize minor variations in the work from the requirements of the Quote/Contract Documents which do not involve an adjustment in the contract price or the contract times and are compatible with the design concept of the completed project as a functioning whole as indicated by the Quote/Contract Documents. These may be accomplished by a field order and will be binding on Owner and also on Vendor/Contractor, who shall perform the work involved promptly. If Owner or Vendor/Contractor believes that a field order justifies an adjustment in the contract price or contract times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a claim may be made therefore as provided in Section titled "CHANGES IN THE WORK; CLAIMS" paragraph entitled "CLAIMS".

E. Rejecting Defective Work: Owner Designated Representative will have authority to reject work which Owner Designated Representative believes to be defective, or that Owner Designated Representative believes will not produce a completed project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed project as a functioning whole as indicated by the Quote/Contract Documents. Owner Designated Representative will also have authority to require special inspection or testing of the work as provided in Section titled "TESTS AND INSPECTIONS; CORRECTIONS, REMOVAL/ACCEPTANCE OF DEFECTIVE WORK: paragraph titled "TESTS AND INSPECTIONS", whether or not the work is fabricated, installed, or completed.

F. Determinations for Unit Price Work: Owner Designated Representative will determine the actual quantities and classifications of unit price work performed by Vendor/Contractor. Owner Designated Representative will review with Vendor/Contractor the Owner Designated Representative's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an application for payment or otherwise). Owner Designated Representative's written decision thereon will be final and binding (except as modified by Owner Designated Representative to reflect changed factual conditions or more

accurate data) upon Owner and Vendor/Contractor, subject to the provisions Section titled "COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK" paragraph titled "VENDOR/CONTRACTOR'S FEE".

G. Decisions on Requirements of QUOTE/Contract Documents and Acceptability of Work:

1. Owner Designated Representative will be the initial interpreter of the requirements of the Quote/Contract Documents and judge of the acceptability of the work thereunder. All matters in question and other matters between Owner and Vendor/Contractor arising prior to the date final payment is due relating to the acceptability of the work, and the interpretation of the requirements of the Quote/Contract Documents pertaining to the performance of the work, will be referred initially to Owner Designated Representative in writing within thirty (30) days of the event giving rise to the question.

2. Owner Designated Representative will, with reasonable promptness, render a written decision on the issue referred and obtain Owner's approval to issue decision. If Owner or Vendor/Contractor believes that any such decision entitles them to an adjustment in the contract price or contract times or both, a claim may be made under the provision stated in Section titled "CHANGES IN THE WORK; CLAIMS" paragraph entitled "CLAIMS".

3. Owner Designated Representative's written decision on the issue referred will be final and binding on Owner and Vendor/Contractor, subject to the provisions in paragraph titled "LIMITATIONS ON OWNER DESIGNATTED REPRESENTATIVE'S AUTHORITY AND RESPONSIBILITIES".

4. When functioning as interpreter and judge under paragraph titled "DECISIONS ON REQUIREMENTS OF CONTRACT DOCUMENTS AND ACCEPTABILITY OF WORK".

H. Limitations on Owner Designated Representative's Authority and Responsibilities:

1. Neither Owner Designated Representative's authority or responsibility under this paragraph or under any other provision of the Quote/Contract Documents nor any decision made by Owner Designated Representative in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Owner Designated Representative shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Owner Designated Representative to Vendor/Contractor, any subcontractor, any supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

2. Owner Designated Representative will not supervise, direct, control, or have authority over or be responsible for Vendor/Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Vendor/Contractor to comply with laws and regulations applicable to the performance of the work. Owner Designated Representative will not be responsible for

Vendor/Contractor's failure to perform the work in accordance with the Quote/Contract Documents.

3. Owner Designated Representative will not be responsible for the acts or omissions of Vendor/Contractor or of any subcontractor, any supplier, or of any other individual or entity performing any of the work.

4. Owner Designated Representative's review of the application for payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Section titled "PAYMENTS TO CONTRACTOR AND COMPLETION" paragraph titled "REVIEW OF APPLICATIONS".

5. The limitations upon authority and responsibility set forth in this paragraph shall also apply to the Resident Project Representative, if any, and assistants, if any.

11.8. CONTRACTOR'S RESPONSIBILITIES

A. Supervision and Superintendence:

1. The Vendor/Contractor will supervise and direct the work efficiently and with his best skill and attention. He will be solely responsible for the means, methods, techniques, sequences and procedure of construction, unless otherwise specified. The Vendor/Contractor will be responsible to see that the finished work complies accurately with the Quote/Contract Documents.

2. The Vendor/Contractor will keep on the site at all times during its progress a competent, Resident Superintendent who shall not be replaced without written notice to the Project Manager. The superintendent will be the Vendor/Contractor's representative at the site and shall have authority to act on behalf of the Vendor/Contractor. All communications given to the superintendent shall be as binding as if given to the Vendor/Contractor.

B. Labor, Materials and Equipment:

1. The Vendor/Contractor will provide competent, suitable, qualified personnel to lay out the work and perform construction as required by the Quote/Contract Documents. He will at all times maintain good discipline and order at the site.

2. Unless otherwise specified in the Quote/Contract Documents, Vendor/Contractor shall furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities and incidentals necessary for the execution, testing, initial operation and completion of the work.

3. All materials and equipment will be new except as otherwise provided in the Quote/Contract Documents. All special warranties and guarantees required by the specifications shall expressly run to the benefit of Owner. If required by the Owner, the Vendor/Contractor will furnish satisfactory evidence (including reports of required tests and/or purchase receipts) as to the source, kind and quality of materials and equipment furnished.

4. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, supplier, fabricator or processors except as otherwise provided in the Quote/Contract Documents.

C. Progress Schedule:

1. Vendor/Contractor shall adhere to the Progress Schedule requirements established in the Quote/Contract Documents as it may be adjusted from time to time as provided below.

   a. Vendor/Contractor shall submit to Owner Designated Representative for acceptance proposed adjustments in the Progress Schedule that will not result in changing the contract times. Such adjustments will comply with any provisions of the Quote/Contract Documents applicable thereto.

   b. Proposed adjustments in the Progress Schedule that will change the contract times shall be submitted in accordance with the requirements stated in the Quote/Contract Documents. Adjustments in contract times may only be made by a change order.

   c. All work of this Quote/Contract shall be scheduled and monitored by the Vendor/Contractor using the Critical Path Method (CPM). The Vendor/Contractor shall prepare the schedule for the project a minimum of two (2) weeks before starting any work and shall submit an updated schedule with each monthly pay request. The Vendor/Contractor will prepare revisions of the schedule to reflect changes in the Vendor/Contractor's plan of performance or changes in the work and submit these revisions to the Owner Designated Representative for acceptance.

   d. The Vendor/Contractor shall prepare schedules as a time scale logic diagram and bar chart unless otherwise approved by the Owner Designated Representative. Each major and minor portion of work or operation shall be clearly identified and tied by logical sequence to the shop drawing schedule and schedule of values. All schedules shall be prepared and submitted electronically or on 11 inch by 17 inch (11" X 17") paper, as requested by the quote.

D. Concerning Subcontractors, Suppliers and Others:

1. The Vendor/Contractor will not employ any subcontractor, supplier, other person or entity, whether initially or as a replacement, against whom the Owner may have reasonable

objections, nor will the Vendor/Contractor be required to employ any subcontractor, supplier, or other individual or entity, against whom the Vendor/Contractor has reasonable objection.

2. The Vendor/Contractor will not make any substitution for any subcontractor who has been accepted by the Owner, unless the Owner determines that there is good cause for doing so.

3. The Vendor/Contractor will be fully responsible for all acts and omissions of his subcontractors, suppliers, and other individuals or entities performing or furnishing any of the work just as Vendor/Contractor is responsible for Vendor/Contractor's own acts and omissions. Nothing contained in the Quote/Contract Documents:

    a. Shall create for the benefit of any such subcontractor, supplier, or other individual or entity any contractual relationship between Owner or Owner Designated Representative and any such Subcontractor, supplier or other individual or entity, nor

    b. Shall anything in the Quote/Contract Documents create any obligation on the part of Owner or Owner Designated Representative to pay or to see to the payment of any moneys due any such subcontractor, supplier, or other individual or entity except as may otherwise be required by laws and regulations.

4. Vendor/Contractor shall be solely responsible for scheduling and coordinating the work of subcontractors, suppliers, and other individuals or entities performing or furnishing any of the work under a direct or indirect contract with Vendor/Contractor.

5. Vendor/Contractor shall require all subcontractors, suppliers, and such other individuals or entities performing or furnishing any of the work to communicate with Owner Designated Representative through Vendor/Contractor.

6. The divisions and sections of the specifications and the identifications of any drawings shall not control Vendor/Contractor in dividing the work among subcontractors or suppliers or delineating the work to be performed by any specific trade.

7. All work performed for Vendor/Contractor by a subcontractor or supplier will be pursuant to an appropriate agreement between Vendor/Contractor and the subcontractor or supplier which specifically binds the subcontractor or supplier to the applicable terms and conditions of the Quote/Contract Documents for the benefit of Owner and Owner Designated Representative. Whenever any such agreement is with a subcontractor or supplier who is listed as an additional insured on the property insurance as provided in the Quote/Contract Documents, the agreement between the Vendor/Contractor and the subcontractor or supplier will contain provisions whereby the subcontractor or supplier waives all rights against Owner, Vendor/Contractor, and Owner Designated Representative, and all other individuals or entities identified in the Contract Documents to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants

and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the work. If the insurers on any such policies require separate waiver forms to be signed by any subcontractor or supplier, Vendor/Contractor will obtain the same.

8. The Vendor/Contractor agrees to bind specifically every subcontractor to the applicable terms and conditions of the Quote/Contract Documents for the benefit of the Owner.

9. The Vendor/Contractor shall not award work valued at more than fifty percent (50%) of the contract price to subcontractor(s), without prior written approval of the Owner.

11.9. CONTRACTOR'S RESPONSIBILITIES (continued)

A. Patent Fees And Royalties:

1. Vendor/Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the work or the incorporation in the work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Quote/Contract Documents for use in the performance of the work and if to the actual knowledge of Owner or Owner Designated Representative its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Quote/Contract Documents.

2. To the fullest extent permitted by laws and regulations, Vendor/Contractor shall indemnify and hold harmless Owner and Owner Designated Representative, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the work or resulting from the incorporation in the work of any invention, design, process, product, or device not specified in the Quote/Contract Documents.

B. Use Of Premises:

1. The Vendor/Contractor will confine his equipment, the storage of materials and equipment, and the operations of his workers to the areas permitted by law, ordinances, permits or the requirements of the Quote/Contract Documents and shall not unreasonably encumber the premises with materials or equipment.

2. The Vendor/Contractor shall confine the operation of workmen and equipment, and the storage of materials and equipment to the County's property or to other non-County

property or in public right-of-way areas indicated on the contract drawings as including work to be done pursuant to the Quote/Contract Documents. In the event the Vendor/Contractor desires to have access to the project site, or perform work or operations pertaining to the Quote/Contract on, over or from non-County property adjacent to the project site, the Vendor/Contractor shall obtain written authorization to do so from the respective adjacent property owner(s) prior to using such property. Such written authorization shall include a provision whereby the property owner agrees to hold the County harmless, and to defend the County, in the event of any liability, loss, injury, or claim incurred as a result of the Vendor/Contractors work or operations involving the use of the adjacent non-County property. The County shall be provided with a notarized, certified copy of such written authorization(s) before the Vendor/Contractor commences work or operations or use of such property in connection with work or operations pursuant to this Quote/Contract.

C. Record Documents:

1. Vendor/Contractor shall maintain in a safe place at the site one (1) record copy of all drawings, specifications, addenda, change orders, field orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved samples and a counterpart of all approved shop drawings will be available to Engineer for reference. Upon completion of the work, these record documents, samples, and shop drawings will be delivered to Engineer for Owner.

2. Record Drawings: The Engineer will prepare a set of record drawings for the project which will include the changes made in materials, equipment, locations, and dimensions of the work. Each month or as otherwise agreed, the Vendor/Contractor shall submit to the Engineer a current listing and description (written and graphic) of each change incorporated into the work since the preceding submittal.

D. Safety And Protection:

1. Vendor/Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. Vendor/Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

   a. All employees on the site and other persons who may be affected by the work:

   b. All the work and materials and equipment to be incorporated therein, whether in storage on or off the site; and

c. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities not designated for removal, relocation or replacement in the course of construction.

2. Vendor/Contractor shall comply with all applicable laws and regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Vendor/Contractor shall notify owners of adjacent property and of underground facilities and other utility owners when prosecution of the work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

3. All damage, injury, or loss to any property referred to above; caused directly or indirectly, in whole or in part, by Vendor/Contractor, any subcontractor, supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the work, or anyone for whose acts any of them may be liable, shall be remedied by Vendor/Contractor (except damage or loss attributable to the fault of drawings or specifications or to the acts or omissions of Owner or Engineer, or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Vendor/Contractor or any subcontractor, supplier, or other individual or entity directly or indirectly employed by any of them).

4. Vendor/Contractor's duties and responsibilities for safety and for protection of the work shall continue until such time as all the work is completed and Engineer has issued final acceptance.

5. Vendor/Contractor shall designate a qualified and experienced safety representative at the site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

E. Emergencies: In emergencies affecting the safety or protection of persons or the work or property at the site or adjacent thereto, Vendor/Contractor is obligated to act to prevent threatened damage, injury, or loss. Vendor/Contractor shall give Owner Designated Representative prompt written notice if Vendor/Contractor believes that any significant changes in the work or variations from the Quote/Contract Documents have been caused thereby or are required as a result thereof. If Owner Designated Representative determines that a change in the Quote/Contract Documents is required because of the action taken by Vendor/Contractor in response to such an emergency, a change order will be issued.

11.10. CONTRACTOR'S RESPONSIBILITIES (continued)

A. Shop Drawings, Samples and Test Specimens, Additional and Special Submittals:

1. Vendor/Contractor shall submit all shop drawings, samples and test specimens, additional and special submittals to Owner Designated Representative for review and approval in accordance with the acceptable Schedule of Submittals. The Vendor/Contractor's attention is directed to the individual specification sections in these Quote/Contract Documents which may contain additional and special submittal requirements.

    a. Shop Drawings:

        i. Submit number of copies specified in the specifications.

        ii. Data shown on the shop drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Owner Designated Representative the services, materials, and equipment Vendor/Contractor proposes to provide and to enable Owner Designated Representative to review the information for the limited purposes of establishing a reporting procedure and is intended for the Vendor/Contractor’s convenience in organizing his work and to permit the Owner Designated Representative to monitor the Vendor/Contractor’s progress and understanding of the design.

        iii. Should the Vendor/Contractor propose any item on his field drawings, or incorporate an item into the work, and that item should subsequently prove to be defective or otherwise unsatisfactory, (regardless of the Owner Designated Representative 's preliminary review), the Vendor/Contractor shall, at his own expense, replace the item with another item that will perform satisfactorily.

        iv. The Vendor/Contractor agrees that shop drawing submittals processed by the Owner Designated Representative do not become Quote/Contract Documents and are not change orders.

    b. Samples and Test Specimens:

        i. Submit number of samples and/or test specimens as required in the specifications. Where required in the specifications, and as determined necessary by the Owner Designated Representative, test specimens or samples of materials, appliances, and fittings to be used or offered for use in connection with the work shall be submitted to the Owner Designated Representative at the Vendor/Contractor's expense, with all cartage charges prepaid, and in such quantities and sizes as may be required for proper examination and tests to establish the quality or equality thereof, as applicable.

        ii. Clearly identify each as to material, supplier, pertinent data such as catalog numbers, the use for which intended and other data as Owner Designated Representative may require enabling Owner Designated Representative to review the submittal for the limited purposes of establishing a reporting procedure and is

intended for the Vendor/Contractor's convenience in organizing his work and to permit the Owner Designated Representative to monitor the Vendor/Contractor's progress and understanding of the design.

iii. All samples and test specimens shall be submitted in ample time to enable the Owner Designated Representative to make any examinations necessary, without delay to the work. The Vendor/Contractor will be held responsible for any loss of time due to his neglect or failure to deliver the required samples to the Owner Designated Representative, as specified.

iv. The Vendor/Contractor shall submit additional samples as required by the Owner Designated Representative to ensure equality with the original approved sample and/or for determination of specification compliance.

v. Laboratory tests and examinations that the Owner elects to have made by an independent testing laboratory will be made at no cost to the Vendor/Contractor, except that, if a sample of any material or equipment proposed for use by the Vendor/Contractor fails to meet the specifications, the cost of testing subsequent samples shall be borne by the Vendor/Contractor.

vi. All tests required by the specifications to be performed by an independent laboratory shall be made by an Owner approved laboratory. Certified test results of all specified tests shall be submitted in duplicate to the Owner Designated Representative. The samples furnished and the cost for the laboratory services shall be at the expense of the Vendor/Contractor and included in the prices bid for the associated work.

vii. Sample items (fixtures, hardware, etc.) may be incorporated into the work upon approval, and when no longer needed by the Owner Designated Representative for reference.

c. Submittals:

i. All technical submittals shall be fully sufficient in detail for determination of compliance with the Quote/Contract Documents.

ii. Review or acceptance of substitutions, schedules, shop drawings, lists of materials, and procedures submitted or requested by the Vendor/Contractor shall not add to the Quote/Contract amount, and all additional costs which may result therefrom shall be solely the obligation of the Vendor/Contractor.

iii. The Owner is not precluded, by virtue of review, acceptance, or approval, from obtaining a credit for construction savings resulting from allowed concessions in the work or materials therefore.

iv. No equipment or material for which listings, drawings, or descriptive material is required shall be fabricated, purchased, or installed until the Owner Designated Representative has reviewed same and returned copies with stamp and signature indicating action taken.

2. Where shop drawings, samples, additional technical or special submittals are required by the Quote/Contract Documents or the Schedule of Submittals, any related work performed prior to Owner Designated Representative's review and approval of the pertinent submittal will be at the sole expense and responsibility of Vendor/Contractor.

3. Submittal Procedures:

   a. Submittals shall be addressed to the Owner Designated Representative as defined in these construction documents. Before submitting each shop drawing, sample, test specimens or other technical submittal, Vendor/Contractor shall have determined and verified:

      i. All field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

      ii. The suitability of all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the work;

      iii. All information relative to Vendor/Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto; and

      iv. Shall also have reviewed and coordinated each shop drawing or sample with other shop drawings and samples and with the requirements of the work and the Quote/Contract Documents.

   b. Each submittal shall bear a stamp or specific written certification that Vendor/Contractor has satisfied Vendor/Contractor's obligations under the Quote/Contract Documents with respect to Vendor/Contractor's review and approval of that submittal. The practice of submitting incomplete or unchecked shop drawings for the Owner Designated Representative to correct or finish will not be acceptable. shop drawings which, in the opinion of the Owner Designated Representative, clearly indicate that they have not been checked by the Vendor/Contractor will be considered as not complying with the intent of the Quote/Contract Documents and will be returned to the Vendor/Contractor for resubmission in the proper form.

   c. With each submittal, Vendor/Contractor shall give Owner Designated Representative specific written notice of any variations, that the shop drawing or sample may have

from the requirements of the Quote/Contract Documents. This notice shall be both a written communication separate from the shop drawings or sample submittal; and, in addition, by a specific notation made on each shop drawing or sample submitted to Owner Designated Representative for review and approval of each such variation.

d. The Vendor/Contractor shall submit to the Owner Designated Representative for his review five (5) copies of shop drawings, electrical diagrams, performance data and pump curves, wiring and control diagrams, special features, interface schematic diagrams, catalog information and cuts for fabricated items and manufactured items including structural, mechanical, electrical, plumbing, process, instrumentation and control systems and equipment furnished under the Quote/Contract. Shop drawings shall be submitted in sufficient time to allow the Owner Designated Representative not less than twenty (20) regular working days for examining the drawings.

4. Owner Designated Representative's Review:

a. Owner Designated Representative will provide timely review of shop drawings and samples in accordance with the Schedule of Submittals acceptable to Owner Designated Representative. Owner Designated Representative's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the work, conform to the information given in the Quote/Contract Documents and be compatible with the design concept of the completed project as a functioning whole as indicated by the Quote/Contract Documents.

b. Owner Designated Representative's review and approval shall not relieve Vendor/Contractor from responsibility for any variation from the requirements of the Quote/Contract Documents unless Vendor/Contractor has complied with the requirements and Owner Designated Representative has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the shop drawing or sample. Owner Designated Representative's review and approval shall not relieve Vendor/Contractor from responsibility for complying with the requirements stated above.

c. Owner Designated Representative's review and approval shall not relieve Vendor/Contractor from responsibility for any variation from the requirements of the Quote/Contract Documents unless Vendor/Contractor has complied with the requirements and Owner Designated Representative has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the shop drawing or sample. Owner Designated Representative's review and approval shall not relieve Vendor/Contractor from responsibility for complying with the requirements stated above.

5. Re-submittal Procedures:

a. Vendor/Contractor shall make corrections required by Owner Designated Representative and shall return the required number of corrected copies of shop drawings and submit, as required, new samples for review and approval. Vendor/Contractor shall direct specific attention in writing to revisions other than the corrections called for by Owner Designated Representative on previous submittals. Costs incurred by Owner Designated Representative, and/or Owner, related to review and approval of additional submittals beyond that associated with the original submittal and one (1) re-submittal will be the responsibility of the Vendor/Contractor.

6. Certificates of Compliance:

a. A Certificate of Compliance shall be furnished for materials specified to a recognized standard or code prior to the use of any such materials in the work. The Owner Designated Representative may permit the use of certain materials or assemblies prior to sampling and testing if accompanied by a Certificate of Compliance. The certificate shall be signed by the manufacturer of the material or the manufacturer of assembled materials and shall state that the materials involved comply in all respects with the requirement of the specifications. A Certificate of Compliance shall be furnished with each lot of material delivered to the work and the lot so certified shall be clearly identified in the certificate.

b. All materials used on the basis of a Certificate of Compliance may be sampled and tested at any time. The fact that material is used on the basis of a Certificate of Compliance shall not relieve the Vendor/Contractor of responsibility for incorporating material in the work which conforms to the requirements of the Quote/Contract Documents and any such material not conforming to such requirements will be subject to rejection whether in place or not.

c. The Owner Designated Representative reserves the right to refuse permission for use of material on the basis of a Certificate of Compliance.

d. The form of the Certificate of Compliance and its disposition shall be as directed by the Owner Designated Representative.

11.11. CONTRACTOR'S RESPONSIBILITES (continued)

A. Continuing the Work: Vendor/Contractor shall carry on the work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted in Section titled "CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES" paragraph entitled "DELAYS" or as Owner and Vendor/Contractor may otherwise agree in writing.

B. Use of Site and Other Areas:

1. Limitation on Use of Site and Other Areas:

a. Vendor/Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the site and other areas permitted by laws and regulations, and shall not unreasonably encumber the site and other areas with construction equipment or other materials or equipment. Vendor/Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the work.

b. Should any claim be made by any such owner or occupant because of the performance of the work, Vendor/Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

c. To the fullest extent permitted by laws and regulations, Vendor/Contractor shall indemnify and hold harmless Owner and Owner Designated Representative, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Owner Designated Representative, or any other party indemnified hereunder to the extent caused by or based upon Vendor/Contractor's performance of the work.

2. Removal of Debris During Performance of the Work: During the progress of the work Vendor/Contractor shall keep the site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable laws and regulations.

3. Clean Up: The Vendor/Contractor will keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the work; at the completion of the work he will remove all waste materials, rubbish and debris from and about the premises as well as all tools, construction equipment and machinery, and surplus materials, and will leave the site clean and ready for occupancy by the County. The Vendor/Contractor will restore to their original condition those portions of the site not designated for alteration by the Quote/Contract Documents. If at any time during construction of this project, the Vendor/Contractor fails to clean up on a daily basis, the County may do so. All costs associated with the County's cleanup activities on behalf of the Vendor/Contractor shall be deducted from amounts due to the Vendor/Contractor. Prior to Substantial Completion of the work, Vendor/Contractor shall clean the site and the work and make it ready for utilization by Owner. At the completion of the work Vendor/Contractor shall remove from the site all tools, appliances, construction equipment and machinery, and surplus materials

and shall restore to original condition all property not designated for alteration by the Quote/Contract Documents.

4. Loading Structures: Vendor/Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Vendor/Contractor subject any part of the work or adjacent property to stresses or pressures that will endanger it.

C. Vendor/Contractor's General Warranty and Guarantee:

1. Vendor/Contractor warrants and guarantees to Owner that all work will be in accordance with the Quote/Contract Documents and will not be defective. Owner Designated Representative and its related entities shall be entitled to rely on representation of Vendor/Contractor's warranty and guarantee. All unsatisfactory work, all faulty work, and all work not conforming to the requirements of the Quote/Contract Documents or any inspections, test or approvals shall be considered defective. All defective work, whether or not in place, may be rejected, corrected or accepted as provided in the Bid Specification.

2. Vendor/Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

   a. Abuse, modification, or improper maintenance or operation by persons other than Vendor/Contractor, subcontractors, suppliers, or any other individual or entity for whom Vendor/Contractor is responsible; or

   b. Normal wear and tear under normal usage.

3. Vendor/Contractor's obligation to perform and complete the work in accordance with the Quote/Contract Documents shall be absolute. None of the following will constitute an acceptance of work that is not in accordance with the Quote/Contract Documents or a release of Vendor/Contractor's obligation to perform the work in accordance with the Quote/Contract Documents:

   a. Observations by Owner Designated Representative;

   b. Recommendation by Owner Designated Representative or payment by Owner of any progress or final payment;

   c. The issuance of a certificate of Substantial Completion by Owner Designated Representative or any payment related thereto by Owner;

   d. Use or occupancy of the work or any part thereof by Owner;

   e. Any review and approval of a shop drawing or sample submittal or the issuance of a notice of acceptability by Owner Designated Representative;

   f. Any inspection, test, or approval by others; or

g. Any correction of defective work by Owner.

4. The Vendor/Contractor shall provide and maintain in a neat and sanitary condition, such accommodations for the use of his employees as may be necessary to comply with the requirements of the state board of health or of the Owner Designated Representative.

5. The Vendor/Contractor shall be responsible for installing, operating and maintaining all traffic control associated with the project, including detours, advance warnings, channelization or other features, both at the immediate work site and at any outlying points determined by the Owner to be necessary to satisfy project requirements and to maintain safe operations at the landfill. If traffic control is necessary, the Vendor/Contractor shall prepare a detailed traffic control plan. This plan shall be approved in writing by the Owner prior to implementation by the Vendor/Contractor.

D. Delegation of Professional Design Services:

1. Vendor/Contractor will not be required to provide professional design services unless such services are specifically required by the Quote/Contract Documents for a portion of the work or unless such services are required to carry out Vendor/Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Vendor/Contractor shall not be required to provide professional services in violation of applicable law.

2. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Vendor/Contractor by the Quote/Contract Documents, Owner and Owner Designated Representative will specify all performance and design criteria that such services must satisfy. Vendor/Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, shop drawings and other submittals prepared by such professional. Shop drawings and other submittals related to the work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Owner Designated Representative.

3. Owner and Owner Designated Representative shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Owner Designated Representative have specified to Vendor/Contractor all performance and design criteria that such services must satisfy.

4. Owner Designated Representative's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Quote/Contract Documents. Owner Designated Representative's review and approval of shop drawings and other submittals (except design calculations and design drawings) will be only for the

purpose of determining if the items covered by the submittals will, after installation or incorporation in the work, conform to the information given in the Quote/Contract Documents and be compatible with the design concept of the completed project as a functioning whole as indicated by the Quote/Contract Documents.

5. Vendor/Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Quote/Contract Documents.

11.12. AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS:

A. Availability of Lands:

1. Owner shall furnish the site. Owner shall notify Vendor/Contractor of any encumbrances or restrictions not of general application but specifically related to use of the site with which Vendor/Contractor must comply in performing the work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Vendor/Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the contract price or contract times, or both, as a result of any delay in Owner's furnishing the site or a part thereof, Vendor/Contractor may make a claim therefore as provided in the Quote/Contract Documents.

2. Upon reasonable written request, Owner shall furnish Vendor/Contractor with a current statement of record legal title and legal description of the lands upon which the work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable laws and regulations.

3. Vendor/Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

B. Subsurface and Physical Conditions:

1. Reports and Drawings:

   a. Those reports of explorations and tests of subsurface conditions at or contiguous to the site that Owner Designated Representative has used in preparing the Quote/Contract Documents; and

   b. Those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except underground facilities) that Engineer has used in preparing the Quote/Contract Documents will be included in the Quote/Contract Documents as Attachments.

2. Limited reliance by Vendor/Contractor on technical data authorized: Vendor/Contractor may rely upon the general accuracy of the technical data contained in such reports and

drawings, but such reports and drawings are not Contract Documents. Such technical data is identified in the Quote/Contract Documents. Except for such reliance on such technical data, Vendor/Contractor may not rely upon or make any claim against Owner or Engineer, or any of their related entities with respect to:

a. The completeness of such reports and drawings for Vendor/Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Vendor/Contractor,

b. Other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

c. Any Vendor/Contractor interpretation of or conclusion drawn from any technical data or any such other data, interpretations, opinions, or information.

d.

3. Differing Subsurface or Physical Conditions:

a. Notice: If Vendor/Contractor believes that any subsurface or physical condition at or contiguous to the site that is uncovered or revealed either:

i. Is of such a nature as to establish that any technical data on which Vendor/Contractor is entitled to rely as provided in Titled "UNDERGROUND FACILITIES" is materially inaccurate; or

ii. Is of such a nature as to require a change in the Quote/Contract Documents; or

iii. Differs materially from that shown or indicated in the Quote/Contract Documents; or

iv. Is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Quote/Contract Documents; then Vendor/Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any work in connection therewith, notify Owner and Owner Designated Representative in writing about such condition. Vendor/Contractor shall not further disturb such condition or perform any work in connection therewith until receipt of written order to do so.

b. Owner Designated Representative's Review: After receipt of written notice, Owner Designated Representative will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Vendor/Contractor) of Owner Designated Representative's findings and conclusions.

c. Possible Price and Times Adjustments:

i. The contract price or the contract times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Vendor/Contractor's cost of, or time required for, performance of the work; subject, however, to the following:

I. Such condition must meet any one (1) or more of the categories described in Section Titled "CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES" paragraph titled "DELAYS" and

II. With respect to work that is paid for on a unit price basis, any adjustment in contract price will be subject to the provisions of stated in the Quote/Contract Documents.

ii. Vendor/Contractor shall not be entitled to any adjustment in the contract price or contract times if:

I. Vendor/Contractor knew of the existence of such conditions at the time Vendor/Contractor made a final commitment to Owner with respect to contract price and contract times by the submission of a bid or becoming bound under a negotiated Quote/Contract; or

II. The existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the site and contiguous areas required by the bidding requirements or Quote/Contract Documents to be conducted by or for Vendor/Contractor prior to Vendor/Contractor's making such final commitment; or

III. Vendor/Contractor failed to give the written notice as required by provisions above.

iii. If Owner and Vendor/Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the contract price or contract times, or both, a claim may be made therefore as provided in Quote/Contract Documents. However, Owner and Owner Designated Representative, and any of their related entities shall not be liable to Vendor/Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Vendor/Contractor on or in connection with any other project or anticipated project.

4. Underground Facilities:

a. Shown or Indicated: The information and data shown or indicated in the Quote/Contract Documents with respect to existing underground facilities at or contiguous to the site is based on information and data furnished to Owner or Engineer by the owners of such

underground facilities, including Owner, or by others. Unless it is otherwise expressly provided in the quote documents:

i. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data; and

ii. The cost of all of the following will be included in the contract price, and Vendor/Contractor shall have full responsibility for:

I. Reviewing and checking all such information and data,

II. Locating all underground facilities shown or indicated in the Quote/Contract Documents,

III. Coordination of the work with the owners of such underground facilities, including Owner, during construction, and

IV. The safety and protection of all such underground facilities and repairing any damage thereto resulting from the work.

iii. The Vendor/Contractor shall locate all existing utilities, vertical and horizontal, prior to commencement of construction and any excavation.

b. Not Shown or Indicated:

i. If an underground facility is uncovered or revealed at or contiguous to the site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Quote/Contract Documents, Vendor/Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any work in connection therewith, identify the owner of such underground facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the underground facility and determine the extent, if any, to which a change is required in the Quote/Contract Documents to reflect and document the consequences of the existence or location of the underground facility. During such time, Vendor/Contractor shall be responsible for the safety and protection of such underground facility.

ii. If Engineer concludes that a change in the Quote/Contract Documents is required, a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the contract price or contract times, or both, to the extent that they are attributable to the existence or location of any underground facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Vendor/Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Vendor/Contractor are unable to agree on entitlement to

or on the amount or extent, if any, of any such adjustment in contract price or contract times, Owner or Vendor/Contractor may make a claim therefore as provided in the Quote/Contract Documents.

c. Obstructions:

i. Any pipes, conduits, wires, mains, footings, driveways, or other structures encountered shall be carefully protected from injury or displacement. Any damage thereto shall be fully, promptly, and properly repaired by the Vendor/Contractor to the satisfaction of the Owner Designated Representative and the Owner thereof. Should it become necessary to change the position of water or gas or other pipes, sewer drains, or poles, the Engineer shall be at once notified of the locality and circumstances, and no claims for damages arising from the delay in adjusting the pipe, sewer drains or poles shall be made. Failure of the plans to show the locations, nature or extent of any existing structures or obstructions shall not be the basis of a claim for extra work. Any survey monument or bench mark which must be disturbed shall be carefully referenced before removal, and unless otherwise provided for, shall be replaced upon completion of the work by a registered land surveyor. Any survey monuments or bench markers which are disturbed shall be replaced by a Florida registered land surveyor.

11.13. AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS: (continued)

A. Reference Points:

1. Owner shall provide engineering surveys to establish reference points for construction which in Owner Designated Representative's judgment are necessary to enable Vendor/Contractor to proceed with the work. Vendor/Contractor shall be responsible for laying out the work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Vendor/Contractor shall report to Owner Designated Representative whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

2. Vendor/Contractor will furnish all surveys and construction stakeouts unless otherwise specified. The Vendor/Contractor will provide horizontal control and bench marks or elevations for vertical control. The number and extent of such control will be designated to the Vendor/Contractor by the Owner Designated Representative prior to bid opening, upon request. It shall be the responsibility of the Vendor/Contractor to check all stakes as set by

the Engineer for possible error. The Vendor/Contractor shall furnish, free of charge, all additional stakes, all templates, and other materials necessary for marking and maintaining points and lines given. The Vendor/Contractor shall be held responsible for the preservation of all stakes and marks, and if any of the stakes or marks are destroyed or disturbed, the cost of replacing them shall be charged against, and shall be deducted from the payment for the work. The Vendor/Contractor shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

3. The Vendor/Contractor shall provide reasonable and necessary opportunities and facilities for setting points and making measurements. He shall not proceed until he has made timely demand upon the Owner Designated Representative for, and received from him, such points as may be necessary as the work progresses. The work shall be done in strict conformity with such points.

    a. Alignment Markers. The markers for alignment and location information which are shown on the plans have been previously established by a Florida registered land surveyor. Monuments and other field markers consist of railroad spikes, iron pins, concrete monuments, and other markers in customary use in the area. The Vendor/Contractor shall lay out his work from these markers, and shall be responsible for all measurements in connection therewith. The Vendor/Contractor shall preserve all alignment and right-of-way markers, and shall reset or replace at his own expense, any and all which are removed, destroyed or covered up by his work. In the event that additional markers, stakes or monuments are required, or in the event that previously established markers must be replaced, the Vendor/Contractor shall employ a Florida registered land surveyor to reset or replace them.

    b. Bench Marks. The Vendor/Contractor shall lay out his work from bench marks and elevations set by the Engineer. Bench marks and elevations set by the Engineer will be shown and explained to the Vendor/Contractor. Thereafter, these bench marks and elevations become the sole responsibility of the Vendor/Contractor, and if replacement is required, either at the request of the Vendor/Contractor or in the judgment of the Owner Designated Representative, the Vendor/Contractor shall pay for the cost of replacement. The Vendor/Contractor shall furnish, at his own expense, all templates, stakes, equipment, labor and materials as may be required in laying out any part of the work.

B. Hazardous Environmental Condition at Site:

1. Reports and Drawings: Any reports and drawings relating to a hazardous environmental condition identified at the site, if any, that have been utilized by the Engineer in the preparation of the Quote/Contract Documents will be included in the Quote/Contract Documents as Attachments under Reference Documents.

2. Limited Reliance by Vendor/Contractor on Technical Data Authorized: Vendor/Contractor may rely upon the general accuracy of the technical data contained in such reports and drawings, but such reports and drawings are not Quote/Contract Documents. Such technical data is identified in the Technical Specifications. Except for such reliance on such technical data, Vendor/Contractor may not rely upon or make any claim against Owner or Engineer, or any of their related entities with respect to:

    a. The completeness of such reports and drawings for Vendor/Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Vendor/Contractor and safety precautions and programs incident thereto; or

    b. Other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings;

3. Vendor/Contractor shall not be responsible for any hazardous environmental condition uncovered or revealed at the site which was not shown or indicated in drawings or specifications or identified in the Quote/Contract Documents to be within the scope of the work. Vendor/Contractor shall be responsible for a hazardous environmental condition created with any materials brought to the site by Vendor/Contractor, subcontractors, suppliers, or anyone else for whom Vendor/Contractor is responsible.

4. If Vendor/Contractor encounters a hazardous environmental condition or if Vendor/Contractor or anyone for whom Vendor/Contractor is responsible creates a hazardous environmental condition, Vendor/Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all work in connection with such condition and in any area affected thereby; and (iii) notify Owner and Owner Designated Representative (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Owner Designated Representative concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any.

5. Vendor/Contractor shall not be required to resume work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered to Vendor/Contractor written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of work; or (ii) specifying any special conditions under which such work may be resumed safely. If Owner and Vendor/Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in contract price or contract times, or both, as a result of such work stoppage or such special conditions under which work is agreed to be resumed by Vendor/Contractor, either party may make a claim therefore as provided in the Quote/Contract Documents.

6. If after receipt of such written notice Vendor/Contractor does not agree to resume such work based on a reasonable belief it is unsafe, or does not agree to resume such work under such special conditions, then Owner may order the portion of the work that is in the area affected by such condition to be deleted from the work. If Owner and Vendor/Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in contract price or contract times as a result of deleting such portion of the work, then either party may make a claim therefore as provided in the Quote/Contract Documents. Owner may have such deleted portion of the work performed by Owner's own forces or others in accordance with Section "Other Work at the Site".
7. The provisions in this paragraph do not apply to a hazardous environmental condition uncovered or revealed at the site.

11.14. PRE-CONSTRUCTION CONFERENCE

Within fourteen (14) calendar days after the effective date of the quoted project, but before Vendor/Contractor starts the work at the site, a conference attended by Vendor/Contractor, Owner Designated Representative, and other County staff personnel as appropriate will be held to discuss such topics as may include, but not limited to; schedules, procedures for handling shop drawings and other submittals and for processing Applications for Payment, MOT, initiation of coordination with affected utilities, agreement upon the Notice to Proceed date, and to establish a working understanding among the parties as to the work.

11.15. INITIAL ACCEPTANCE OF SCHEDULES:

At least ten (10) days before submission of the first application for payment, a conference attended by Vendor/Contractor, Owner Designated Representative, and others as appropriate will be held to review for acceptability to Owner Designated Representative. Vendor/Contractor shall have an additional ten (10) days to make corrections and adjustments and to complete and re-submit the schedules. No progress payment shall be made to Vendor/Contractor until acceptable schedules are submitted to Owner Designated Representative.

A. The Progress Schedule will be acceptable to Owner Designated Representative if it provides an orderly progression of the work to completion within the contract times. Such acceptance will not impose on Owner Designated Representative responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the work nor interfere with or relieve Vendor/Contractor from Vendor/Contractor's full responsibility therefore.

B. Vendor/Contractor's Schedule of Submittals will be acceptable to Owner Designated Representative if it provides a workable arrangement for reviewing and processing the required submittals.

C. Vendor/Contractor's Schedule of Values will be acceptable to Owner Designated Representative as to form and substance if it provides a reasonable allocation of the contract price to component parts of the work.

11.16. CHANGES IN THE WORK; CLAIMS:

A. Authorized Changes in the Work:

1. Without invalidating the Quote/Contract and without notice to any surety, Owner may, subject to written approval by Agency at any time or from time to time, order additions, deletions, or revisions in the work by a Change Order. Upon receipt of any such document, Vendor/Contractor shall promptly proceed with the work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

2. If Owner and Vendor/Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the contract price or contract times, or both, that should be allowed as a result of a change order, a claim may be made therefor as provided in the Paragraph titled: "CLAIMS" below.

B. Unauthorized Changes in the Work: Vendor/Contractor shall not be entitled to an increase in the contract price or an extension of the contract times with respect to any work performed that is not required by the Quote/Contract Documents as amended, modified, or supplemented, except in the case of an emergency as stated in Paragraph titled "EMERGENCIES" above, or in the case of uncovering work as stated in Paragraph titled "UNCOVERING WORK", below.

C. Execution of Change Orders:

1. Owner and Vendor/Contractor shall execute appropriate change orders recommended by Owner Designated Representative covering:

   a. Changes in the work which are: (i) ordered by Owner pursuant to Paragraph titled "AUTHORIZED CHANGED IN THE WORK" above, (ii) required because of acceptance of defective work pursuant to Paragraph titled "ACCEPTANCE OF DEFECTIVE WORK", below or Owner's correction of defective work pursuant to Paragraph titled "OWNER MAY CORRECT DEFECTIVE WORK" , below or (iii) agreed to by the parties;

   b. Changes in the contract price or contract times which are agreed to by the parties, including any undisputed sum or amount of time for work actually performed in accordance with a change order; and

   c. Changes in the contract price or contract times which embody the substance of any written decision rendered by Owner Designated Representative pursuant to Section titled "TESTS AND INSPECTIONS: CORRECTION, REMOVAL/ACCEPTANCE OF DEFECTIVE WORK", below ; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Quote/Contract Documents and applicable laws and regulations, but during any such appeal, Vendor/Contractor shall carry on the work and adhere to the Progress Schedule as provided in Section titled "STARTING THE WORK", above.

2. The contract price constitutes the total compensation payable to the Vendor/Contractor for performing the work. All duties, responsibilities and obligations assigned to or undertaken by the Vendor/Contractor shall be at his expense without change in the contract price. The Quote/Contract Price may only be changed by a change order. Any claim for an increase in the Quote/Contract Price shall be in writing and delivered to the Owner Designated Representative within fifteen (15) days of the occurrence of the event giving rise to the claim. All claims for adjustment in the contract price shall be determined by the Owner Designated Representative. Any change in the contract price shall be incorporated in a change order.

D. Notification to Surety: If notice of any change affecting the general scope of the work or the provisions of the Quote/Contract Documents (including, but not limited to, contract price or contract times) is required by the provisions of any bond to be given to a surety, the giving of any such notice will be Vendor/Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

E. Claims:

1. Chief Procurement Officer's Decision Required: All claims, except those waived pursuant to Paragraph titled "WAIVER OF CLAIMS", below, shall be referred to the Chief Procurement Officer for decision. A decision by the Chief Procurement Officer shall be required as a condition precedent to any exercise by Owner or Vendor/Contractor of any rights or remedies either may otherwise have under Paragraph titled "OWNER MAY CORRECT DEFECTIVE WORK", below or by laws and regulations in respect of such claims.

2. Notice: Written notice stating the general nature of each claim shall be delivered by the claimant to the Chief Procurement Officer and the other party to the Quote/Contract promptly (but in no event later than thirty (30) days) after the start of the event giving rise thereto. The responsibility to substantiate a claim shall rest with the party making the claim. Notice of the amount or extent of the claim, with supporting data shall be delivered to the Chief Procurement Officer and the other party to the Contract within sixty (60) days after the start of such event (unless the Chief Procurement Officer allows additional time for claimant to submit additional or more accurate data in support of such claim). A claim for an adjustment in contract price shall be prepared in accordance with the provisions of Paragraph titled "CHANGE OF CONTRACT PRICE", above. A claim for an adjustment in Quote/Contract Time shall be prepared in accordance with the provisions of Paragraph titled "CHANGE OF CONTRACT TIMES". Each claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to the Chief Procurement Officer and the claimant within thirty (30) days after receipt of the claimant's last submittal (unless the Chief Procurement Officer allows additional time).

3. Chief Procurement Officer's Action: Chief Procurement Officer will review each claim and, within thirty (30) days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one (1) of the following actions in writing:

    a. Deny the claim in whole or in part,

    b. Approve the claim, or

    c. Notify the parties that the Chief Procurement Officer is unable to resolve the claim if, in the Chief Procurement Officer's sole discretion, it would be inappropriate for the Chief Procurement Officer to do so. For purposes of further resolution of the claim, such notice shall be deemed a denial.

4. In the event that Chief Procurement Officer does not take action on a claim within said thirty (30) days, the claim shall be deemed denied.

5. Chief Procurement Officer's written action or denial pursuant to Paragraphs 3. and 4., above will be final and binding upon Owner and Vendor/Contractor, unless Owner or Vendor/Contractor invoke the dispute resolution procedure set forth in Section titled "DISPUTE RESOLUTION" within thirty (30) days of such action or denial.

6. No claim for an adjustment in contract price or contract times will be valid if not submitted in accordance with the provisions stated in Section titled "CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES" .

11.17. COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

A. Cost of the Work:

1. Costs Included: The term cost of the work means the sum of all costs, except those excluded according to Section titled "COSTS EXCLUDED" below, necessarily incurred and paid by Vendor/Contractor in the proper performance of the work. When the value of any work covered by a change order or when a claim for an adjustment in contract price is determined on the basis of cost of the work, the costs to be reimbursed to Vendor/Contractor will be only those additional or incremental costs required because of the change in the work or because of the event giving rise to the claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the project, shall include only the following items, and shall not include any of the costs itemized in Section titled "COSTS EXCLUDED".

    a. Payroll costs for employees in the direct employ of Vendor/Contractor in the performance of the work under schedules of job classifications agreed upon by Owner and Vendor/Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time at the site. Payroll costs for employees not employed full time on the work shall be apportioned on the

basis of their time spent on the work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include Social Security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

b. Cost of all materials and equipment furnished and incorporated in the work, including costs of transportation and storage thereof, and suppliers' field services required in connection therewith. All cash discounts shall accrue to Vendor/Contractor unless Owner deposits funds with Vendor/Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Vendor/Contractor shall make provisions so that they may be obtained.

c. Payments made by Vendor/Contractor to subcontractors for work performed by subcontractors. If required by Owner, Vendor/Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Vendor/Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Owner Designated Representative, which bids, if any, will be acceptable. If any subcontract provides that the subcontractor is to be paid on the basis of cost of the work plus a fee, the subcontractor's cost of the work and fee shall be determined in the same manner as Vendor/Contractor's cost of the work and fee as provided in this Section titled "COST OF THE WORK".

d. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the work.

e. Supplemental costs including the following:

    i. The proportion of necessary transportation, travel, and subsistence expenses of Vendor/Contractor's employees incurred in discharge of duties connected with the work.

    ii. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the site, and hand tools not owned by the workers, which are consumed in the performance of the work, and cost, less market value, of such items used but not consumed which remain the property of Vendor/Contractor.

    iii. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Vendor/Contractor or others in accordance with rental agreements

approved by Owner with the advice of the Owner Designated Representative, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the work.

iv. Sales, consumer, use, and other similar taxes related to the work, and for which Vendor/Contractor is liable, imposed by laws and regulations.

v. Deposits lost for causes other than negligence of Vendor/Contractor, any subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

vi. Losses and damages (and related expenses) caused by damage to the work, not compensated by insurance or otherwise, sustained by Vendor/Contractor in connection with the performance of the work (except losses and damages within the deductible amounts of property insurance established in accordance with the Quote/Contract Documents), provided such losses and damages have resulted from causes other than the negligence of Vendor/Contractor, any subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the cost of the work for the purpose of determining Vendor/Contractor's fee.

vii. The cost of utilities, fuel, and sanitary facilities at the site.

viii. Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressages, and similar petty cash items in connection with the work.

ix. Vendor/Contractor is required by the Quote/Contract Documents to purchase and maintain all bonds and insurance.

2. Costs Excluded: The term cost of the work shall not include any of the following items:

a. Payroll costs and other compensation of Vendor/Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Vendor/Contractor, whether at the site or in Vendor/Contractor's principal or branch office for general administration of the work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 1. (in this

section) or specifically covered by Paragraph 1. d. (in this section), all of which are to be considered administrative costs covered by the Vendor/Contractor's fee.

i. Expenses of Vendor/Contractor's principal and branch offices other than Vendor/Contractor's office at the site.

ii. Any part of Vendor/Contractor's capital expenses, including interest on Vendor/Contractor's capital employed for the work and charges against Vendor/Contractor for delinquent payments.

iii. Costs due to the negligence of Vendor/Contractor, any subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

iv. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 1. and 2. (in this section).

3. Vendor/Contractor's Fee: When all the work is performed on the basis of cost-plus, Vendor/Contractor's fee shall be determined as set forth in the Agreement. When the value of any work covered by a change order or when a claim for an adjustment in contract price is determined on the basis of cost of the work, Vendor/Contractor's fee shall be determined as set forth in Section titled: "CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES" Paragraph titled: "VENDOR/CONTRACTOR'S FEE".

4. Documentation: Whenever the cost of the work for any purpose is to be determined pursuant to Paragraph 1.(in this section), Vendor/Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Owner Designated Representative an itemized cost breakdown together with supporting data.

B. Allowances:

1. It is understood that Vendor/Contractor has included in the contract price all allowances so named in the Quote/Contract Documents and shall cause the work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

2. Cash Allowances:

a. Vendor/Contractor agrees that:

i. The cash allowances include the cost to Vendor/Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the site, and all applicable taxes; and

ii. Vendor/Contractor's costs for unloading and handling on the site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Quote/Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

3. Contingency Allowance: Vendor/Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

4. Prior to final payment, an appropriate change order will be issued as recommended by Engineer to reflect actual amounts due Vendor/Contractor on account of work covered by allowances, and the contract price shall be correspondingly adjusted.

C. Unit Price Work:

1. Where the Quote/Contract Documents provide that all or part of the work is to be unit price work, initially the contract price will be deemed to include for all unit price work an amount equal to the sum of the unit price for each separately identified item of unit price work times the estimated quantity of each item as indicated in the Agreement.

2. The estimated quantities of items of unit price work are not guaranteed and are solely for the purpose of comparison of bids and determining an initial contract price. Determinations of the actual quantities and classifications of unit price work performed by Vendor/Contractor will be made by Owner Designated Representative subject to the provisions stated in the Quote/Contract Documents.

3. Each unit price will be deemed to include an amount considered by Vendor/Contractor to be adequate to cover Vendor/Contractor's overhead and profit for each separately identified item.

11.18. CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

Change of Contract Price:

A. The Quote/Contract Price may only be changed by a change order. Any claim for an adjustment in the Quote/Contract Price shall be based on written notice submitted by the party making the claim to the Owner Designated Representative and the Chief Procurement Officer to the Quote/Contract in accordance with Section titled "CHANGES IN THE WORK; CLAIMS" Paragraph titled "Claims" above .

B. The value of any work covered by a change order or of any claim for an adjustment in the Quote/Contract Price will be determined as follows:

1. Where the work involved is covered by unit prices contained in the Quote/Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions stated in Section titled: "COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK" Paragraph titled: "UNIT PRICE WORK"; or

2. Where the work involved is not covered by unit prices contained in the Quote/Contract Documents, but by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with above Section titled: COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK" Paragraph titled "CASH ALLOWANCES"); or

3. Where the work involved is not covered by unit prices contained in the Quote/Contract Documents and Agreement to a lump sum is not reached under above Section titled: "COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK" Paragraph titled: "COST OF THE WORK" , on the basis of the cost of the work, plus a Vendor/Contractor's fee for overhead and profit as described in this Section, Paragraph titled "VENDOR/CONTRACOTR'S FEE", immediately below.

C. Vendor/Contractor's Fee: The Vendor/Contractor's fee for overhead and profit shall be determined as follows:

1. A mutually acceptable fixed fee; or

2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the cost of the work:

   a. For costs incurred under Paragraphs B.1. and B.2. (in this section), the Vendor/Contractor's fee shall be fifteen percent (15%);

   b. For costs incurred under Paragraph B.3. (in this section) , the Vendor/Contractor's fee shall be five percent (5%);

   c. Where one (1) or more tiers of Sub-Contracts are on the basis of cost of the work plus a fee and no fixed fee is agreed upon, the intent of Paragraph C.2.a. above (in this section) is that the subcontractor who actually performs the work, at whatever tier, will be paid a fee of fifteen percent (15%) of the costs incurred by such subcontractor under Paragraphs B.1 and B.2. (in this section) and that any higher tier subcontractor and Vendor/Contractor will each be paid a fee of five percent (5%) of the amount paid to the next lower tier subcontractor;

   d. No fee shall be payable on the basis of costs itemized under Section titled "COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK" Paragraph titled "COST OF THE WORK", "COSTS INCLUDED" paragraph 1.A.4, 1.A.5 and 1.B.;

   e. The amount of credit to be allowed by Vendor/Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Vendor/Contractor's fee by an amount equal to five percent (5%) of such net decrease; and

f. When both additions and credits are involved in any one (1) change, the adjustment in Vendor/Contractor's fee shall be computed on the basis of the net change in accordance with above Paragraphs (in this section) C.2.a. through C.2.f., inclusive.

D. In such case, the Vendor/Contractor will submit in the form prescribed by the Owner, an itemized cost breakdown together with supporting data. The amount of credit to be allowed by the Vendor/Contractor to the Owner for any such change which results in a net decrease in cost, will be the amount of the actual net decrease as determined by the Owner. When both additions and credits are involved in any one (1) change, the combined overhead and profit shall be figured on the basis of the net decrease, if any.

11.19. CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES (continued)

Fuel Escalation: **(IF INDICATED IN QUOTE AS ALLOWED)** Fuel escalation may be requested by the Vendor/Contractor's as follows:

A. The County will, in the Quote/Contract documents, provide an estimated quantity for fuel requirements to cover the work specified in the Quote/Contract. Price adjustments will be made only for the amount of fuel estimated by the County as required to complete the Quote/Contract. The requirement of fuel for each pay item is estimated by multiplying the County's standard fuel factor for that pay item by the quantity of that pay item. On Quote/Contracts with an original contract time in excess of one hundred twenty (120) calendar days, the County will make price adjustments on each applicable progress estimate to reflect increases or decreases in the price from those in effect during the month in which bids were received. The Vendor/Contractor will not be given the option of accepting or rejecting these adjustments. Price adjustments for fuel will be made only when the current fuel price (CFP) varies by more than five percent (5%) from the price prevailing in the month when bids were received (BFP), and then only on the portion that exceeds five percent (5%).

B. Price adjustments will be based on the monthly bulk average price as derived by FDOT. These average indexes shall be determined by averaging bulk fuel prices on the first day of each month as quoted by major oil companies that are reasonably expected to furnish fuel for projects in the State of Florida. Average price indices for will be available on the FDOT Construction Office website before the 15th of each month, at the following URL: https://www.fdot.gov/construction/fuel-bit/fuel-bit.shtm

C. Payment will be based on the quantities shown on the progress estimate on all items for which established standard fuel factors are on a file maintained by the Department.

D. Payment on progress estimates will be adjusted to reflect adjustments in the prices in accordance with the following:

1. When fuel prices have decreased between month of bid and month of the progress estimate:

Ai = Fi (Pi - 0.95 Pb) during a period of decreasing prices.

Ai = Total dollar amount - positive or negative - of the cost adjustment for

fuel used by the Contractor during the month "i."

Fi = Total gallons calculated as being used during the month.

Pi = Average price for fuel prevailing during month "i."

Pb = Average price for fuel prevailing during the month "b" when bids were

received on this Contract.

2. When fuel prices have increased between month of bid and month of this progress

estimate:

Ai = Fi (Pi - 1.05 Pb) during a period of increasing prices.

Ai = Total dollar amount - positive or negative - of the cost adjustment for

fuel used by the Contractor during the month "i."

Fi = Total gallons calculated as being used during the month.

Pi = Average price for fuel prevailing during month "i."

Pb = Average price for fuel prevailing during the month "b" when bids were

received on this Contract

E. Payment will be made on the current progress estimate to reflect the index difference at

the time work was performed.

F. Adjustments will be paid or charged to the Prime Contractor only. Any Vendor/Contractor

receiving an adjustment under this provision shall distribute the proper proportional part of

such adjustment to subcontractors who perform applicable work.

11.20. CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES (continued)

Material Cost Escalation:

A. If during the performance of this Quote/Contract, the cost of materials significantly increases, through no fault of the Vendor/Contractor, the price of the Quote/Contract shall be equitably adjusted by change order, by an amount reasonably necessary to cover any such significant increase in the costs of materials. As used herein, a significant cost increase shall mean any increase in cost of materials exceeding two and one half percent (2.5%) experienced by Vendor/Contractor from the date of the Quote/Contract signing. Such increase in material costs shall be documented through quotes, invoices, or receipts.

B. While the delivery of materials delays, through no fault of the Vendor/Contractor, as a result of the shortage or unavailability of the materials, Vendor/Contractor shall not be liable for any additional costs or damages associate with such delay(s).

C. Vendor/Contractor to provide original Vendor quote as backup documentation when submitting a price increase request.

11.21. CHANGE OF CONTRACT PRICE; CHANGE OF QUOTE/CONTRACT TIMES (continued)

A. Change of Quote/Contract Times:

1. The Quote/Contract Times may only be changed by a change order. Any claim for an adjustment in the Quote/Contract Times shall be based on written notice submitted by the party making the claim to the Engineer and the other party to the Quote/Contract in accordance with the provisions of Section titled " CHANGES IN THE WORK; CLAIMS" paragraph titled "CLAIMS".

2. Any adjustment of the Quote/Contract times covered by a change order or any claim for an adjustment in the Quote/Contract times will be determined in accordance with the provisions of this paragraph.

B. Delays:

1. Where Vendor/Contractor is prevented from completing any part of the work within the Quote/Contract times due to delay beyond the control of Vendor/Contractor, the Quote/Contract times will be extended in an amount equal to the time lost due to such delay if a claim is made therefore as provided in Section titled "CHANGES IN THE WORK; CLAIMS, paragraph titled "CLAIMS". Delays beyond the control of Vendor/Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other Vendor/Contractors performing other work, fires, floods, epidemics, abnormal weather conditions, or acts of God.

2. If Owner, Engineer, or other Vendor/Contractors or utility owners performing other work for Owner, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the work, then Vendor/Contractor shall be entitled to an equitable adjustment in the Quote/Contract price or the Quote/Contract times, or both. Vendor/Contractor’s entitlement to an adjustment of the Quote/Contract times is conditioned on such adjustment being essential to Vendor/Contractor’s ability to complete the work within the Quote/Contract times.

3. If Vendor/Contractor is delayed in the performance or progress of the work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Vendor/Contractor, then Vendor/Contractor shall be entitled to an equitable

adjustment in Quote/Contract times, if such adjustment is essential to Vendor/Contractor's ability to complete the work within the Quote/Contract times. Such an adjustment shall be Vendor/Contractor's sole and exclusive remedy for the delays described in this paragraph.

a. Time Extensions for Delays Caused by Weather - Extensions of Quote/Contract Time for delays caused by the effects of inclement weather are justified only when inclement weather conditions or related adverse soil conditions prevent the Contractor from productively performing controlling items of work resulting in:

    i. The Vendor/Contractor being unable to work at least fifty percent (50%) of the normal work day on the predetermined controlling work items; or

    ii. The Vendor/Contractor must make major repairs to work damaged by weather, providing the damage was not attributable to a failure to perform or neglect by the Contractor.

    iii. Vendor/Contractor must submit a written notice along with their updated Progress Schedule with their monthly progress payment request. If no monthly progress payment is being submitted for the month, then a written notice within thirty (30) days after occurrence of the event(s) giving rise to the weather delays must be submitted to the Owner, Engineer or designated person.

b. Project Manager/Inspector - Daily reports shall be maintained for all projects by the Project Manager/Inspector. This shall include weather conditions, working conditions, erosion control, and effects of weather on major work items identified on the progress schedule and general comments as a minimum.

c. Project Manager/Inspector - Daily reports shall be maintained for all projects by the Project Manager/Inspector. This shall include weather conditions, working conditions, erosion control, and effects of weather on major work items identified on the progress schedule and general comments as a minimum.

d. Weather Delays for Projects - Time extensions will be granted on a contract day per delayed day.

    i. The Contractor provides a schedule which identifies the intended work week, thus determining the scheduled work days and the controlling items of work. The initial progress schedule must be approved and agreed to by Owner, Engineer, or designated person and Contractor's Representative prior to the notice to proceed being issued and before any work has been performed and monthly when submitted with the pay request if any changes have occurred during the reporting period. No weather delays will be recognized before the Vendor/Contractor actually begins work or attempts to begin work in accordance with the approved project

work schedule. Weather delays will be granted only during the authorized contract time period.

ii. The Owner, Engineer or designated person shall review the request and the daily reports and determine if these delays are authorized. A written response will be given to the Contractor/Vendor within five (5) business days after receipt of the request. The Chief Procurement Officer will be provided a copy of this letter and any related correspondence.

4. Owner, Engineer and the related entities of each of them shall not be liable to Vendor/Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Vendor/Contractor on or in connection with any other project or anticipated project.

5. Vendor/Contractor shall not be entitled to an adjustment in contract price or contract times for delays within the control of Vendor/Contractor. Delays attributable to and within the control of a subcontractor or supplier shall be deemed to be delays within the control of Vendor/Contractor.

11.22. TESTS AND INSPECTIONS; CORRECTION, REMOVAL/ACCEPTANCE OF DEFECTIVE WORK:

A. Notice of Defects: Prompt notice of all defective work of which Owner or Engineer has actual knowledge will be given to Vendor/Contractor. All defective work may be rejected, corrected, or accepted as provided in this Paragraph.

B. Access to Work: Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the site and the work at reasonable times for their observation, inspecting, and testing. Vendor/Contractor shall provide them proper and safe conditions for such access and advise them of Vendor/Contractor's site safety procedures and programs so that they may comply therewith as applicable.

C. Tests and Inspections:

1. Vendor/Contractor shall give Engineer timely notice of readiness of the work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

2. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Quote/Contract Documents except:

a. For inspections, tests, or approvals covered by Paragraphs D. and E. below;

b. That costs incurred in connection with tests or inspections conducted pursuant to Paragraph C.2. shall be paid according to Paragraph E.; and

c. As otherwise specifically provided in the Quote/Contract Documents.

3. If laws or regulations of any public body having jurisdiction require any work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Vendor/Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Owner Designated Representative the required certificates of inspection or approval.

4. Vendor/Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Owner Designated Representative's acceptance of materials or equipment to be incorporated in the work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Vendor/Contractor's purchase thereof for incorporation in the work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Owner Designated Representative.

5. If any work (or the work of others) that is to be inspected, tested, or approved is covered by Vendor/Contractor without written concurrence of Owner Designated Representative, it must, if requested by Owner Designated Representative, be uncovered for observation.

6. Uncovering work as provided in Paragraph D. shall be at Vendor/Contractor's expense unless Vendor/Contractor has given Engineer timely notice of Vendor/Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

7. Periodic inspections will be held throughout the work at the discretion of the Owner and Engineer to verify progress and compliance to Quote/Contract Documents, pay requests and general quality control.

8. Pre-final inspections are held for the purpose of substantiating completion of the work and preparing a punch-list of any deficiencies or corrections to be made. Pre-finals should be made with a representative of the Vendor/Contractor, Owner Designated Representative and Owner.

9. Final inspections will be held prior to acceptance in order to verify that all corrections and/or deficiencies have been performed or resolved and such inspection shall be mandatory prior to approval of final pay request. Finals shall be made with a representative of the Vendor/Contractor, Engineer and Owner.

D. Uncovering Work:

1. If any work is covered contrary to the written request of Owner Designated Representative, it must, if requested by Owner Designated Representative, be uncovered for Owner Designated Representative's observation and replaced at Vendor/Contractor's expense.

2. If Owner Designated Representative considers it necessary or advisable that covered work be observed by Owner Designated Representative or inspected or tested by others, Vendor/Contractor, at Owner Designated Representative's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Owner Designated Representative may require, that portion of the work in question, furnishing all necessary labor, material, and equipment.

3. If it is found that the uncovered work is defective, Vendor/Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the contract price. if the parties are unable to agree as to the amount thereof, Owner may make a claim therefore as provided in Section titled "CHANGES IN THE WORK; CLAIMS" paragraph titled "CLAIMS".

4. If, the uncovered work is not found to be defective, and there are no related inspection requirements in the contract documents, Vendor/Contractor shall be allowed an increase in the contract price or an extension of the contract times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Vendor/Contractor may make a claim therefore as provided in Section titled "CHANGES IN THE WORK; CLAIMS" paragraph titled "CLAIMS".

E. Owner Designated Representative May Stop the Work: If the work is defective, or Vendor/Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the work in such a way that the completed work will conform to the Quote/Contract documents, Owner may order Vendor/Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Vendor/Contractor, any subcontractor, any supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

F. Correction or Removal of Defective Work:

1. Promptly after receipt of notice, Vendor/Contractor shall correct all defective work, whether or not fabricated, installed, or completed, or, if the work has been rejected by Owner

Designated Representative, remove it from the project and replace it with work that is not defective. Vendor/Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

2. When correcting defective work under the terms of this paragraph or the paragraph below, Vendor/Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said work.

G. Correction Period:

1. If within one (1) year after the date of substantial completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Quote/Contract Documents) or by any specific provision of the Quote/Contract Documents, any work is found to be defective, or if the repair of any damages to the land or areas made available for Vendor/Contractor's use by Owner or permitted by laws and regulations as contemplated in the Quote/Contract Documents is found to be defective, Vendor/Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

   a. Repair such defective land or areas; or

   b. Correct such defective work; or

   c. If the defective work has been rejected by Owner, remove it from the project and replace it with work that is not defective, and

   d. Satisfactorily correct or repair or remove and replace any damage to other work, to the work of others or other land or areas resulting therefrom.

2. If Vendor/Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective work corrected or repaired or may have the rejected work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Vendor/Contractor.

3. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the work, the correction period for that item may start to run from an earlier date if so provided in the specifications.

4. Where defective work (and damage to other work resulting therefrom) has been corrected or removed and replaced under above paragraph F, the correction period hereunder with respect to such work will be extended for an additional period of one (1) year after such correction or removal and replacement has been satisfactorily completed.

5. Vendor/Contractor's obligations under above paragraph F. are in addition to any other obligation or warranty. The provisions of Paragraph F. shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

H. Acceptance of Defective Work: If, instead of requiring correction or removal and replacement of defective work, Owner (and, prior to Owner Designated Representative's recommendation of final payment, Owner Designated Representative) prefers to accept it, Owner may do so. Vendor/Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective work (such costs to be approved by Owner Designated Representative as to reasonableness) and the diminished value of the work to the extent not otherwise paid by Vendor/Contractor pursuant to this sentence. If any such acceptance occurs prior to Owner Designated Representative's recommendation of final payment, a change order will be issued incorporating the necessary revisions in the quote/contract documents with respect to the work, and Owner shall be entitled to an appropriate decrease in the quote/contract price, reflecting the diminished value of work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a claim therefore as provided in Section titled "CHANGES IN THE WORK; CLAIMS", paragraph titled "CLAIMS". If the acceptance occurs after such recommendation, an appropriate amount will be paid by Vendor/Contractor to Owner.

I. Owner May Correct Defective Work:

1. If Vendor/Contractor fails within a reasonable time after written notice from Owner Designated Representative to correct defective work or to remove and replace rejected work as required by Owner Designated Representative in accordance with Paragraph F., or if Vendor/Contractor fails to perform the work in accordance with the quote/contract documents, or if Vendor/Contractor fails to comply with any other provision of the Quote/Contract Documents, Owner may, after seven (7) days written notice to Vendor/Contractor, correct or remedy any such deficiency.

2. In exercising the rights and remedies under this paragraph, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Vendor/Contractor from all or part of the site, take possession of all or part of the work and suspend Vendor/Contractor's services related thereto, take possession of Vendor/Contractor's tools, appliances, construction equipment and machinery at the site, and incorporate in the work all materials and equipment stored at the site or for which

Owner has paid Vendor/Contractor but which are stored elsewhere. Vendor/Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other Vendor/Contractors, and Engineer and Engineer's consultants access to the site to enable Owner to exercise the rights and remedies under this paragraph.

3. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under Paragraph I. will be charged against Vendor/Contractor, and a change order will be issued incorporating the necessary revisions in the Quote/Contract Documents with respect to the work; and Owner shall be entitled to an appropriate decrease in the contract price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a claim therefore as provided in Section titled "CHANGES IN THE WORK; CLAIMS", paragraph titled "CLAIMS. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Vendor/Contractor's defective work.

4. Vendor/Contractor shall not be allowed an extension of the contract times because of any delay in the performance of the work attributable to the exercise by Owner of Owner's rights and remedies under Paragraph I.

11.23. PAYMENTS TO CONTRACTOR AND COMPLETION

A. Schedule of Values: The Schedule of Values established as provided in Section titled "STARTING THE WORK", paragraph A. 2. c. will serve as the basis for progress payments and will be incorporated into a form of application for payment acceptable to Owner Designated Representative. Progress payments on account of unit price work will be based on the number of units completed.

B. Progress Payments:

1. Application for Payments:

a. At least twenty (20) business days before the date established in the Agreement for each progress payment (but not more often than once a month), Vendor/Contractor shall submit to Owner Designated Representative for review an application for payment filled out and signed by vendor/contractor covering the work completed as of the date of the application and accompanied by such supporting documentation as is required by the quote/contract documents. If payment is requested on the basis of materials and equipment not incorporated in the work but delivered and suitably stored at the site or at another location agreed to in writing, the application for payment shall also be

accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment all of which must be satisfactory to Owner.

b. Beginning with the second application for payment, each application shall include an affidavit of Vendor/Contractor stating that all previous progress payments received on account of the work have been applied on account to discharge Vendor/Contractor's legitimate obligations associated with prior applications for payment.

c. The amount of retainage with respect to progress payments will be as stipulated in Article 5.02 of the Work Agreement.

d. All progress payments will be subject to withholding and payment of retainage as specified under the provisions of Ch. 218.735, F.S. (current version) and as stipulated in the Work Agreement attached herein. Payment requests will be processed within the time periods established by applicable provisions of the Florida Prompt Payment Act, Part VII, Ch. 218.735, F.S (current version).

2. Review of Applications:

a. Owner Designated Representative will, within five (5) business days after receipt of each application for payment, either indicate in writing a recommendation of payment and present the application to Owner or return the application to Vendor/Contractor indicating in writing Owner Designated Representative's reasons for refusing to recommend payment. In the latter case, Vendor/Contractor may make the necessary corrections and resubmit the application.

b. Owner Designated Representative's recommendation of any payment requested in an application for payment will constitute a representation by Owner Designated Representative to Owner, based on Owner Designated Representative's observations on the site of the executed work as an experienced and qualified design professional and on Owner Designated Representative's review of the application for payment and the accompanying data and schedules, that to the best of Owner Designated Representative's knowledge, information and belief:

i. The work has progressed to the point indicated;

ii. The quality of the work is generally in accordance with the Quote/Contract Documents (subject to an evaluation of the work as a functioning whole prior to or upon substantial completion, to the results of any subsequent tests called for in the Quote/Contract Documents, to a final determination of quantities and classifications for unit price work under above Section titled: "COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK",, and to any other qualifications stated in the recommendation); and

iii. The conditions precedent to Vendor/Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Owner Designated Representative's responsibility to observe the work.

c. By recommending any such payment Owner Designated Representative will not thereby be deemed to have represented that:

i. Inspections made to check the quality or the quantity of the work as it has been performed have been exhaustive, extended to every aspect of the work in progress, or involved detailed inspections of the work beyond the responsibilities specifically assigned to Owner Designated Representative in the Quote/Contract Documents; or

ii. That there may not be other matters or issues between the parties that might entitle Vendor/Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Vendor/Contractor.

d. Neither Owner Designated Representative's review of Vendor/Contractor's work for the purposes of recommending payments nor Owner Designated Representative's recommendation of any payment, including final payment, will impose responsibility on Owner Designated Representative:

i. To supervise, direct, or control the work, or

ii. For the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

iii. For Vendor/Contractor's failure to comply with laws and regulations applicable to Vendor/Contractor's performance of the work, or

iv. To make any examination to ascertain how or for what purposes Vendor/Contractor has used the moneys paid on account of the contract price, or

v. To determine that title to any of the work, materials, or equipment has passed to Owner free and clear of any liens.

e. Owner Designated Representative may refuse to recommend the whole or any part of any payment if, in Owner Designated Representative's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 2.b., above. Owner Designated Representative may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Owner Designated Representative's opinion to protect Owner from loss because:

i. The work is defective, or completed work has been damaged, requiring correction or replacement;

ii. The quote/contract price has been reduced by change orders;

iii. Owner has been required to correct defective work or complete work in accordance with above Paragraph titled "Owner May Correct Defective Work" in Section titled: "TESTS AND INSPECTIONS; CORRECTION, REMOVAL/ACCEPTANCE OF DEFECTIVE WORK"; or

iv. Owner Designated Representative has actual knowledge of the occurrence of any of the events enumerated in below Paragraph titled "Owner May Terminate for Cause: " in Section titled: "TERMINATION AND SUSPENSION OF WORK".

3. Payment Becomes Due: The application for payment, and all of the required Federal and State submittals, with the Owner Designated Representative's recommendations will be presented to the Owner for consideration. If the Owner finds the application for payment acceptable, the recommended amount, less any reduction under the provisions of Paragraph B. 2. (in this section), will become due twenty-five (25) business days after the application for payment is presented to the Owner, and the Owner will make payment to the Vendor/Contractor.

4. Payment to Vendor/Contractor by Electronic Payment Solution: ACH (Direct Deposit): If the Vendor/Contractor is enrolled in the County's ACH electronic payment solution, all payments will be made using the direct deposit which may or may not include a pre-note transaction. The Vendor/Contractor's bank account information will remain confidential to the extent provided by law and necessary to make direct deposit payments. Once the County has approved payment, an electronic remittance advice will be sent to the Vendor/Contractor via e-mail.

5. Reduction in Payment:

   a. Owner may refuse to make payment of the full amount recommended by Owner Designated Representative because:

      i. Claims have been made against Owner on account of Vendor/Contractor's performance or furnishing of the work;

      ii. Liens have been filed in connection with the work, except where Vendor/Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such liens;

      iii. The Vendor/Contractor's performance or furnishing of the work is inconsistent with funding agency requirements;

      iv. There are other items entitling Owner to a set off against the amount recommended; or

v. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs B. 2. e. i. through B. 2. e. iii. (in this section) or below Paragraph titled " Owner May Terminate for Cause" in Section titled: "TERMINATION AND SUSPENSION OF WORK.".

b. If Owner refuses to make payment of the full amount recommended by Owner Designated Representative, Owner will (in no case more than twenty (20) business days after receipt and twenty-five (25) business days for payment) give Vendor/Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Vendor/Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Vendor/Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Vendor/Contractor, when Vendor/Contractor corrects to Owner's satisfaction the reasons for such action.

c. If it is subsequently determined that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph B. 3. (in this section).

d. No payments will be made that would deplete the retainage, place in escrow any funds that are required for retainage, or invest the retainage for the benefit of the Vendor/Contractor.

C. Vendor/Contractor's Warranty of Title:

1. Vendor/Contractor warrants and guarantees that title to all work, materials, and equipment covered by any application for payment, whether incorporated in the project or not, will pass to Owner prior to the making of the application for payment, free and clear of all liens, claims, security interests and encumbrances; and that no work, materials or equipment covered by an application for payment will have been acquired by the Vendor/Contractor or by any other person performing the work at the site or furnishing materials and equipment for the project subject to an Agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the Vendor/Contractor or such other person.

2. In compliance with the above and as verification of the Vendor/Contractor's compliance with applicable provisions of the Florida Prompt Payment Act, Part VII, Ch. 218.735, F.S. (current version), concerning payment to subcontractors and suppliers, the Vendor/Contractor, in addition to any other payment provisions set in the quote/contract, shall prior to submission of the second application for payment, produce for the Owner evidence, in the form of releases of lien or subcontractor(s)/suppliers affidavits of payment received, that all subcontractors and suppliers have been paid any sum or sums then due within the time periods so specified. This reporting process shall be repeated following each succeeding payment to the Vendor/Contractor throughout the life of the Quote/Contract. A

failure on the part of the Vendor/Contractor to provide the releases as required herein shall result in further progress or partial payments being withheld until the releases or payment affidavits are provided.

D. Partial Utilization:

1. Prior to Substantial Completion of all the work, Owner may use or occupy any substantially completed part of the work which has specifically been identified in the Quote/Contract Documents, or which Owner, Owner Designated Representative, and Vendor/Contractor agree constitutes a separately functioning and usable part of the work that can be used by Owner for its intended purpose without significant interference with Vendor/Contractor's performance of the remainder of the work, subject to the following conditions.

   a. Owner at any time may request Vendor/Contractor in writing to permit Owner to use or occupy any such part of the work which Owner believes to be ready for its intended use and substantially complete. If and when Vendor/Contractor agrees that such part of the work is substantially complete, Vendor/Contractor will certify to Owner and Owner Designated Representative that such part of the work is substantially complete and request Owner Designated Representative to issue a certificate of substantial completion for that part of the work.

   b. Vendor/Contractor at any time may notify Owner and Owner Designated Representative in writing that Vendor/Contractor considers any such part of the work ready for its intended use and is thus substantially complete and may request Owner Designated Representative to issue a certificate of substantial completion for that part of the work.

   c. Within a reasonable time after either such request, Owner, Vendor/Contractor, and Owner Designated Representative shall make an inspection of that part of the work to determine its status of completion. If Owner Designated Representative does not consider that part of the work to be substantially complete, Owner Designated Representative will notify Owner and Vendor/Contractor in writing giving the reasons therefore. If Owner Designated Representative considers that part of the work to be substantially complete, the provisions stated herein will apply with respect to certification of Substantial Completion of that part of the work and the division of responsibility in respect thereof and access thereto.

   d. No use or occupancy or separate operation of part of the work may occur prior to compliance with the requirements of the quote/contract documents regarding property insurance.

E. Substantial Completion:

1. When Vendor/Contractor considers the entire work ready for its intended use Vendor/Contractor shall notify Owner and Owner Designated Representative in writing that the entire work is substantially complete (except for items specifically listed by Vendor/Contractor as incomplete) and request that the Owner issue a certificate of substantial completion.

2. Promptly after Vendor/Contractor's notification, Owner, Agency, Vendor/Contractor, and Owner Designated Representative shall make a pre-final inspection of the work to determine the status of completion. If Owner Designated Representative does not consider the work substantially complete, Owner Designated Representative will notify Vendor/Contractor in writing giving the reasons therefore.

3. If the Owner Designated Representative considers the work substantially complete, Owner Designated Representative will deliver to Owner a tentative certificate of substantial completion which shall fix the date of substantial completion. there shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven (7) days after receipt of the tentative certificate during which to make written objection to Owner Designated Representative as to any provisions of the certificate or attached list. If, after considering such objections, Owner Designated Representative concludes that the work is not substantially complete, Owner Designated Representative will within fourteen (14) days after submission of the tentative certificate to Owner notify Vendor/Contractor in writing, stating the reasons therefore. If, after consideration of Owner's objections, Owner Designated Representative considers the work substantially complete, Owner Designated Representative will within said fourteen (14) days execute and deliver to Owner and Vendor/Contractor a definitive certificate of substantial completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Owner Designated Representative believes justified after consideration of any objections from Owner.

4. At the time of delivery of the tentative certificate of Substantial Completion, Owner Designated Representative will deliver to Owner and Vendor/Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Vendor/Contractor with respect to security, operation, safety, and protection of the work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Vendor/Contractor agree otherwise in writing and so inform Owner Designated Representative in writing prior to Owner Designated Representative's issuing the definitive certificate of substantial completion, Owner Designated Representative's aforesaid recommendation will be binding on Owner and Vendor/Contractor until final payment.

5. Owner shall have the right to exclude Vendor/Contractor from the site after the date of Substantial Completion subject to allowing Vendor/Contractor reasonable access to complete or correct items on the tentative list.

F. Final Inspection: Upon written notice from Vendor/Contractor that the entire work or an agreed portion thereof is complete, Owner Designated Representative will promptly make a final inspection with Owner, Agency, and Vendor/Contractor and will notify Vendor/Contractor in writing of all particulars in which this inspection reveals that the work is incomplete or defective. Vendor/Contractor shall immediately take such measures as are necessary to complete such work or remedy such deficiencies.

11.24. PAYMENTS TO CONTRACTOR AND COMPLETION (continued)

A. Final Payment:

1. Application for Payment:

a. After Vendor/Contractor has, in the opinion of Owner Designated Representative, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the quote/contract documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance certificates of inspection, marked up record documents, and other documents, Vendor/Contractor may make application for final payment following the procedure for progress payments.

b. The final application for payment shall be accompanied (except as previously delivered) by:

i. All documentation called for in the Quote/Contract Documents, including but not limited to the evidence of insurance required by above Section titled: "INSURANCE REQUIREMENTS" ;

ii. Consent of the surety, if any, to final payment;

iii. A list of all claims against Owner that Vendor/Contractor believes are unsettled; and

iv. Complete and legally effective releases or waivers (satisfactory to Owner) of all lien rights arising out of or liens filed in connection with the work.

c. In lieu of the releases or waivers of liens specified in above Paragraph A. 1. b. iv. and as approved by Owner, Vendor/Contractor may furnish receipts or releases in full and an affidavit of Vendor/Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the work for which Owner or Owner's property might in any way be responsible have been paid or otherwise satisfied. If any subcontractor or supplier fails to furnish such a release or receipt in full, Vendor/Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any lien.

2. Owner Designated Representative's Review of Application and Acceptance:

a. If, on the basis of Owner Designated Representative's observation of the work during construction and final inspection, and Owner Designated Representative's review of the final application for payment and accompanying documentation as required by the Quote/Contract Documents, Owner Designated Representative is satisfied that the work has been completed and Vendor/Contractor's other obligations under the Quote/Contract Documents have been fulfilled, Owner Designated Representative will, within ten (10) days after receipt of the final application for payment, indicate in writing Owner Designated Representative's recommendation of payment and present the application for payment to Owner for payment. At the same time Owner Designated Representative will also give written notice to Owner and Vendor/Contractor that the work is acceptable to the provisions as described in above Paragraph A titled "Final Payment" (in this section) . Otherwise, Owner Designated Representative will return the application for payment to Vendor/Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Vendor/Contractor shall make the necessary corrections and resubmit the application for payment.

3. Payment Becomes Due: After the presentation to Owner of the application for payment and accompanying documentation to include all of the required Federal and State submittals, the Owner will, within the time periods established by applicable provisions of the Florida Prompt Payment Act, Part VII, Ch. 218.735, F.S. (current version), pay the Vendor/Contractor the amount recommended by Owner Designated Representative, less any sum Owner is entitled to set off against Owner Designated Representative's recommendation, including but not limited to liquidated damages.

B. Final Completion Delayed: If, through no fault of Vendor/Contractor, final completion of the work is significantly delayed, and if owner designated representative so confirms, owner shall, upon receipt of vendor/contractor's final application for payment (for work fully completed and accepted) and recommendation of Owner Designated Representative, and without terminating the Quote/Contract, make payment of the balance due for that portion of the work fully completed and accepted. If the remaining balance to be held by Owner for work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in above Section titled "PERFORMANCE AND PAYMENT BOND", the written consent of the surety to the payment of the balance due for that portion of the work fully completed and accepted shall be submitted by Vendor/Contractor to Owner Designated Representative with the application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims. The remaining balance of any sum included in the final application for payment but held by Owner for work not fully completed and accepted will become due when the work is fully completed and accepted.

C. Waiver of Claims: The making and acceptance of final payment will constitute:

1. A waiver of all claims by Owner against Vendor/Contractor, except claims arising from unsettled liens, from defective work appearing after final inspection pursuant to above Section titled "TESTS AND INSPECTIONS; CORRECTION, REMOVAL/ACCEPTANCE OF DEFECTIVE WORK", paragraph titled "CORRECTION OR REMOVAL OF DEFECTIVE WORK", from failure to comply with the quote/contract documents or the terms of any special guarantees specified therein, or from Vendor/Contractor's continuing obligations under the quote/contract documents; and

2. A waiver of all claims by Vendor/Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

D. Vendor/Contractor's Continuing Obligation: The Vendor/Contractor's obligation to perform the work and complete the work in accordance with the Quote/Contract Documents shall be absolute. Neither approval of any progress or final payment by the County, the issuance of Certificate of Completion, any payment by the County to the Vendor/Contractor under the quote/contract documents, any use or occupancy of the work or any part thereof by the County, any act of acceptance by the County, any failure to do so, nor any correction of defective work by the County shall constitute an acceptance of work not in accordance with the contract documents.

1. Contract Closeout:

   a. Pre-final and Final Inspections:

      i. Upon completion of work, Vendor/Contractor shall submit written certification that the Quote/Contract Documents have been reviewed, the work has been inspected by the Vendor/Contractor, and that the work is substantially complete in accordance with the quote/contract document and ready for Engineer/Owner Designated Representative's inspection.

      ii. At this time the representatives of the Vendor/Contractor, Engineer/Owner Designated Representative's and Owner shall make a pre-final/substantial completion inspection with reasonable promptness. If the work is complete or defective, Engineer/Owner Designated Representative will notify the Contractor to remedy these deficiencies by insurance of a pre-final punch-list.

      iii. Upon written notification from the Vendor/Contractor of substantial complete of the pre-final punch list items, the Engineer/Owner Designated Representative will coordinate the re-inspection of the work by conducting a final inspection. Representatives of the Quote/Contract, Engineer, and Owner Designated Representative shall be present for the final inspection.

iv. Vendor/Contractor shall submit the final signed and sealed As-Built drawings ten (10) days prior to the final inspection and provide all other submittals to the Engineer/Owner Designated Representative's that are required.

b. Project Record Documents: The Vendor/Contractor shall maintain on site, one (1) set of the following record documents; recording actual revisions of the work commensurate with the construction progress:

i. Quote/Contract Drawings

ii. Specifications

iii. Addenda

iv. Change Orders and other modification to the Quote/Contract

v. Reviewed (and approved) Shop Drawings and Product Data

vi. Permits

c. Closeout Submittals: When the Engineer/Owner Designated Representative's has determined that the work is acceptable under the Quote/Contract Documents, and the quote/contract is fully performed, the Vendor/Contractor shall prepare and submit his final applicable for payment to the Engineer/Owner Designated Representative's with the following:

i. Contractor's Lien Waiver in the full amount of the quote/contract sum.

ii. Lien waivers from all subcontractors and material suppliers who have furnished for the work under quote/contract with the Contactor or subcontractor. The lien waivers shall be in the full amount of the Quote/Contract involved.

iii. Consent of Surety to final payment.

iv. Evidence of compliance with governing authorities.

v. Certifications of inspections from all required agencies and departments, as needed.

vi. Warranties and Maintenance Bond.

vii. Confirmation from Florida Department of Environmental Protection the National Pollution Discharge Elimination System Notice of Termination (NOT) has been filed.

viii. Any outstanding documentation and/or reports necessary to insure compliance with FDOT requirements.

ix. As-Built documents prepared in accordance with the quote/contract documents and signed and sealed by a professional surveyor and mapper, registered in the State of Florida and all other requirements as set forth in the quote/contract documents.

11.25. TERMINATION AND SUSPENSION OF WORK

A. Termination for Default:

1. The County may, by written notice to the Vendor/Contractor, terminate this Quote/Contract for default in whole or in part (delivery orders, if applicable) if the Vendor/Contractor fails to:

   a. Provide products or services that comply with the specifications herein or fails to meet the County's performance standards.

   b. Deliver the supplies or to perform the services within the time specified in this Quote/Contract or any extension.

   c. Make progress so as to endanger performance of this Quote/Contract.

   d. Perform any of the other provisions of this Quote/Contract.

2. Prior to termination for default, the County will provide adequate written notice to the (Vendor/Contractor/Consultant) through the Chief Procurement Officer, Procurement Department, affording him/her the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action. Such termination may also result in suspension or debarment of the Vendor/Contractor in accordance with the County's Procurement Ordinance. The Vendor/Contractor and its sureties (if any) shall be liable for any damage to the County resulting from the Vendor/Contractor's default of the quote/contract. This liability includes any increased costs incurred by the County in quote/completing contract performance.

3. In the event of termination by the County for any cause, the Vendor/Contractor will have, in no event, any claim against the County for lost profits or compensation for lost opportunities. After a receipt of a termination notice and except as otherwise directed by the County the Vendor/Contractor shall:

   a. Stop work on the date and to the extent specified.

   b. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

   c. Transfer all work in process, completed work, and other materials related to the terminated work as directed by the County.

   d. Continue and complete all parts of that work that have not been terminated.

4. If the Vendor/Contractor's failure to perform the Quote/Contract arises from causes beyond the control and without the fault or negligence of the Vendor/Contractor, the Contract shall not be terminated for default. Examples of such causes include (1) acts of God or the public

enemy, (2) acts of a government in its sovereign capacity, (3) fires, (4) floods, (5) epidemics, (6) strikes and (7) unusually severe weather.

B. Termination for Convenience: The County, by written notice, may terminate this Quote/Contract, in whole or in part, when it is in the County's interest. If this Quote/Contract is terminated, the County shall be liable only for goods or services delivered and accepted. The county notice of termination may provide the Vendor/Contractor thirty (30) days prior notice before it becomes effective. A termination for convenience may apply to individual delivery orders, purchase orders or to the Contract in its entirety.

C. Vendor/Contractor May Stop Work or Terminate:

1. If, through no act or fault of Vendor/Contractor, (i) the work is suspended for more than ninety (90) consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any application for payment within thirty (30) days after it is submitted, or (iii) Owner fails for thirty (30) days to pay Vendor/Contractor any sum finally determined to be due, then Vendor/Contractor may, upon seven (7) days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Quote/Contract and recover from Owner.

2. In lieu of terminating the Quote/Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an application for payment within thirty (30) days after it is submitted, or Owner has failed for thirty (30) days to pay Vendor/Contractor any sum finally determined to be due, Vendor/Contractor may, seven (7) days after written notice to Owner and Engineer, stop the work until payment is made of all such amounts due Vendor/Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Vendor/Contractor from making a claim as described in above Section titled "CHANGES IN THE WORK; CLAIMS", paragraph titled "Claims", for an adjustment in quote/contract price or quote/contract times or otherwise for expenses or damage directly attributable to Vendor/Contractor's stopping the work as permitted by this paragraph.

D. Owner May Suspend Work: Owner may suspend work at any time and without cause, for a period of not more than ninety (90) consecutive days by notice in writing to Vendor/Contractor and Engineer which will fix the date on which work will be resumed. Vendor/Contractor shall resume the work on the date so fixed. Vendor/Contractor shall be granted an adjustment in the quote/contract price or an extension of the quote/contract times, or both, directly attributable to any such suspension if Vendor/Contractor makes a claim therefore as provided in above Section titled: "CHANGES IN THE WORK; CLAIMS".

E. Owner May Terminate for Cause:

1. The occurrence of any one (1) or more of the following events will justify termination for cause:

a. Vendor/Contractor's persistent failure to perform the work in accordance with the Quote/Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under above Section titled "STARTING THE WORK" Paragraph A. 2. a. as adjusted from time to time pursuant to above Section titled "CONTRACTOR'S RESPONSIBILITY" Paragraph titled "Progress Schedule";

b. Vendor/Contractor's disregard of laws or regulations of any public body having jurisdiction;

c. Vendor/Contractor's disregard of the authority of Engineer; or

d. Vendor/Contractor's violation in any substantial way of any provisions of the Quote/Contract Documents.

2. If one (1) or more of the events identified in above Paragraph E. 1. occur, Owner may, after giving Vendor/Contractor (and surety) seven (7) days written notice of its intent to terminate the services of Vendor/Contractor:

a. In exercising the rights and remedies under above Section titled "TESTS AND INSPECTIONS; CORRECTION, REMOVAL/ACCEPTANCE OF DEFECTIVE WORK" Paragraph titled "Owner May Correct Defective Work", Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Vendor/Contractor from all or part of the site (without liability to Vendor/Contractor for trespass or conversion), take possession of all or part of the work and suspend Vendor/Contractor's services related thereto, take possession of Vendor/Contractor's tools, appliances, construction equipment and machinery at the site, and incorporate in the work all materials and equipment stored at the site or for which Owner has paid Vendor/Contractor but which are stored elsewhere. Vendor/Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other Vendor/Contractors, and Engineer and Engineer's consultants access to the site to enable Owner to exercise the rights and remedies under above Section titled "TESTS AND INSPECTIONS; CORRECTION, REMOVAL/ACCEPTANCE OF DEFECTIVE WORK" Paragraph titled "Owner May Correct Defective Work".

b. Complete the work as Owner may deem expedient.

3. If Owner proceeds as provided in Paragraph E. 2 above, Vendor/Contractor shall not be entitled to receive any further payment until the work is completed. If the unpaid balance of the quote/contract price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the work, such excess will be paid to Vendor/Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Vendor/Contractor shall pay

the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a change order. When exercising any rights or remedies under this paragraph Owner shall not be required to obtain the lowest price for the work performed.

4. Notwithstanding above Paragraphs E. 2. and E. 3., Vendor/Contractor's services will not be terminated if Vendor/Contractor begins within seven (7) days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than thirty (30) days of receipt of said notice.

5. Where Vendor/Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Vendor/Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Vendor/Contractor by Owner will not release Vendor/Contractor from liability.

6. If and to the extent that Vendor/Contractor has provided a Performance Bond under the provisions of above section, titled: "PERFORMANCE AND PAYMENT BOND" , the termination procedures of that bond shall supersede the provisions of above Paragraphs E. 2. and E. 3.

F. Litigation:

1. Should the Owner be temporarily prohibited or enjoined from proceeding with the work herein contemplated, the Vendor/Contractor shall not be entitled to any claim or damages, or otherwise, nor may the Vendor/Contractor withdraw from the Contract except by and with the consent of the Owner. The Vendor/Contractor shall, however, be entitled to an extension of time for completion of the work equal to the time of such interruption or delay as determined and certified by the Owner Designated Representative.

2. If the Owner is permanently prohibited or enjoined from proceeding with the work herein contemplated, the Owner may terminate the Quote/Contract and pay the Vendor/Contractor a sum equal to all expenses legitimately incurred by him in connection with this work, plus ten percent (10%) of such expenses, less an amount equal to the sum of all partial payments previously made to the Vendor/Contractor. The sum thus computed shall be paid to the Vendor/Contractor within thirty (30) days after the Owner shall have terminated the Quote/Contract and the payment of said sum shall be payment in full for any and all liquidated damages for the termination of the Quote/Contract and shall constitute full settlement of all claims in connection with the Quote/Contract.

11.26. DISPUTE RESOLUTION

A. Owner and Vendor/Contractor may mutually request mediation of any claim submitted to the Owner for a decision as provided in above Section titled "CHANGES IN THE WORK; CLAIMS:" Paragraph entitled "Claims" before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration

Association in effect as of the effective date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association. Timely submission of the request shall stay the effect as described in said "Claims" Paragraph .

B. Owner and Vendor/Contractor shall participate in the mediation process in good faith. The process hall be concluded within sixty (60) days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

C. If the claim is not resolved by mediation, Chief Procurement Officer's action or denial pursuant to above Section entitled "CHANGES IN THE WORK; CLAIMS" Paragraph titled "Execution of Change Orders" paragraph C. or Paragraph Titled "Notification of Surety" Paragraph D. shall become final and binding thirty (30) days after termination of the mediation unless, within that time period, Owner or Vendor/Contractor:

1. Agrees with the other party to submit the claim to another dispute resolution process, or
2. Gives written notice to the other party of their intent to submit the claim to a court of competent jurisdiction.

11.27. MISCELLANEOUS

A. Giving Notice:

1. Whenever any provision of the Quote/Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
    a. Delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or
    b. Delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

B. Computation of Times: When any period of time is referred to in the Quote/Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

C. Cumulative Remedies: The duties and obligations imposed by the Quote/Contract Documents and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by laws or regulations, by special warranty or guarantee, or by other provisions of the Quote/Contract Documents. The provisions of this paragraph will be as effective as if repeated specifically in the Quote/Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

D. Survival of Obligations: All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Quote/Contract Documents, as well as all

continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the work or termination or completion of the Quote/Contract or termination of the services of Vendor/Contractor.

E. Headings: Article and paragraph headings are inserted for convenience only and do not constitute parts of the Quote/Contract Documents.

F. Specification and Drawings Furnished by the Owner: All specifications, drawings and copies thereof furnished by the Owner shall remain its property. They shall not be used on another project and, with the exception of those sets which have been signed in connection with the execution of the Agreement, shall be returned to the Owner upon completion of the project.

G. Laws and Ordinances: The Quote/Contract Documents shall be governed by the laws of the State of Florida and the ordinances of Hernando County.

H. Vehicle Licensing: All prime Vendor/Contractors, including their subs, must obtain a temporary vehicle license for each and every out-of-state vehicle, personal or business (including trailers) that will be operating on-site. The cost shall be borne by the Vendor/Contractor. You must present evidence of title to the Tax Collector's Office to obtain the required temporary licenses.

I. Handicapped Non-discrimination: The Vendor/Contractor will not discriminate against any employee or applicant for employment because he or she is handicapped in regards to any position for which the employee or applicant for employment is qualified.

11.28. OTHER WORK AT THE SITE

A. Related Work at Site:

1. Owner may perform other work related to the project at the site with Owner's employees, or via other direct contracts therefore, or have other work performed by utility owners. If such other work is not noted in the Quote/Contract Documents, then:

   a. Written notice thereof will be given to Vendor/Contractor prior to starting any such other work; and

   b. If Owner and Vendor/Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the quote/contract price or quote/contract times that should be allowed as a result of such other work, a claim may be made therefore as provided in above Section titled: "CHANGES INTHE WORK; CLAIMS" Paragraph titled: "Claims".

2. Vendor/Contractor shall afford other Vendor/Contractors who are a party to such a direct contract, each utility owner and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the site, a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly coordinate the work with theirs. Vendor/Contractor shall do all cutting, fitting, and

patching of the work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Vendor/Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of Owner Designated Representative and the others whose work will be affected. The duties and responsibilities of Vendor/Contractor under this paragraph are for the benefit of such utility owners and other Vendor/Contractors to the extent that there are comparable provisions for the benefit of Vendor/Contractor in said direct contracts between Owner and such utility owners and other Vendor/Contractors.

3. If the proper execution or results of any part of Vendor/Contractor's work depends upon work performed by others under this section titled "OTHER WORK AT THE SITE", Vendor/Contractor shall inspect such other work and promptly report to Owner Designated Representative in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Vendor/Contractor's work. Vendor/Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Vendor/Contractor's work except for latent defects and deficiencies in such other work.

B. Coordination:

1. If Owner intends to contract with others for the performance of other work on the project at the site, the following will be set forth in the Quote/Contract Documents:

   a. The individual or entity who will have authority and responsibility for coordination of the activities among the various Vendor/Contractors will be identified;

   b. The specific matters to be covered by such authority and responsibility will be itemized; and

2. Unless otherwise provided in the Quote/Contract Documents, Owner shall have sole authority and responsibility for such coordination.

11.29. MATERIAL SAFETY DATA SHEETS

A. In accordance with Florida Emergency Planning and Community Right-to-Know Act, Chapter 252, Part II, Florida Statutes (Current Edition), it is the seller's duty to advise Hernando County if a product is a listed toxic substance and to provide a material safety data sheet (MSDS) at the time of delivery. Vendor/Contractors must comply with this procedure along with the Federal Emergency Planning and Community Right-to-Know Act (42 U.S.C. Ch 116 (Current Edition)) and the Federal Hazard Communications Standards (29CFR sec.1910.1200) all other applicable laws.

11.30. TRENCH SAFETY ACT

Bidder shall be solely responsible for complying with the Florida Trench Safety Act as established under 553.60 through 553.64, Florida Statutes (current version), and under the OSHA excavation safety standards as established under 29 CFR 1926.650 (Sub-Part P) as amended. All costs associated with complying with these requirements shall be included in the bid. The Trench Safety Act Compliance Form attached in Questionnaire, must be submitted with the bid.

11.31. SCRUTINIZED COMPANIES Pursuant to Florida Statute 287.135 And 215.473 (Current Edition)

Vendor/Contractor must certify that the company is not participating in a boycott of Israel. Vendor/Contractor must also certify that Vendor/Contractor is not on the Scrutinized Companies that Boycott Israel List, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in State law, the County will not contract for the provision of goods or services with any scrutinized company referred to above. Vendor/Contractor must submit the certification form included as an attachment to this Solicitation. Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Vendor/Contractor of the County's determination concerning the false certification. The Vendor/Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Vendor/Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Vendor/Contractor does not demonstrate that the County's determination of false certification was made in error, then the County shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes (Current Edition), as amended from time to time.

12. SCOPE OF WORK

12.1. CONFLICTING TERMS:

In the event of a conflict between the terms of the Contract (including any and all attachments thereto, and any amendments thereof) and any of the terms of the Contract (including any and all attachments thereto, and any amendments thereof) shall control.

12.2. SCOPE OF WORK:

The Vendor/Contractor will supply all materials, labor, and equipment in order to accomplish quoted projects with a value of $500,000.00 or less, as described in any specifications and/or construction plans that may be attached to each quote, showing the proposed improvements in Hernando County, Florida.

12.3. LOCATION OF THE WORK

The work to be performed in this Contract will be performed at at various locations in Hernando County, Florida.

13. TECHNICAL SPECIFICATIONS

13.1. TECHNICAL SPECIFICATIONS

Hernando County is requesting qualifications for the following categories of construction. Proposer/Contractor responding to this request may respond to one or more of these categories.

A. Summarize the qualifications of your Company that make you the most qualified to perform the work associated for each category you wish to participate in. Submit a maximum of two (2) pages per category. If you do not wish to participate in a specific category, insert a page for that section stating not applicable. You must respond to each section that you wish to participate in to be considered for that category. Note that any Hernando County Department may utilize this Contract and is not limited to the Departments listed in these categories.

B. For each category you wish to participate in, provide at least three (3) previous customers/references during the past five (5) years for work in a similar category .

C. Failure to provide complete and accurate information, as specified here, may result in the disqualification of your submission.

D. The following are the categories for this Contract. Each category lists types of projects that could be included in that category but is not limited to the types listed.

1. **Category A – PUBLIC WORKS:**
    a. Concrete Work (sidewalks, curbs, aprons, etc.)
    b. Asphalt Resurfacing of roadways and parking lots (mill and fill)
    c. Asphalt Repair of Parking Areas and roadways
    d. Site Work Including Excavation, Fill Material and Grading
    e. Paving of Unpaved Roads and Associated Drainage
    f. Pipe work for pipe of 48” and smaller (removal and replacement of existing drainage pipe, reconstruct roadway)
    g. Pipe maintenance (slip lining, pipe cleaning, minor concrete repair, replacement of Miter End Sections)
2. **Category B – WATERWAYS:** (proof of Longshoreman’s Insurance will be required)
    a. Dock construction
    b. Pier construction
    c. Seawall construction and footer construction
    d. Concrete boat ramps

3. **Category C – UTILITIES:**
    a. Welding
    b. Pipe installation
    c. Well commissioning and decommissioning
    d. Industrial electrical work
    e. Subsurface Utility Excavation
    f. Sewage pumping equipment repair and replacement
4. **Category D – FACILITIES:**
    a. Roofing
    b. Asbestos Abatement (must provide proof of Asbestos license from either prime or Sub-Contractor)
    c. General Carpentry and Finish Work
    d. Crane services
    e. Glass Door & Window Repair / Replacement, & Applicable Hardware
    f. Installing & Replacing Drywall, Plaster Repairs
    g. Installation, Replacement and Repairing of Stairs
    h. Installation, Replacement and Repairing of Ceilings, Walls, Doors and Windows
    i. Installation and repair of Flooring (vinyl, ceramic, quarry and carpet)
    j. Installation of Partitions
    k. Installation and Repair of Masonry Walls
    l. Installation and repair of Insulation
    m. Installation and Repair of Electrical
    n. Interior and Exterior Painting
    o. Fabrication and Installation of Millwork
    p. Landscaping and Sodding
    q. Installation and Repair to Irrigation Systems
    r. Signage Projects Including Signs, Lighting and Applicable Landscaping
    s. HVAC System Installation

t. Building Remodels

u. Project General Contractor services

v. Installation and repair of detention doors

w. Installation and repair of fire hydrants, piping, valves, and related components

x. Gates and Fencing

y. Demolition of Structures/Facilities

14. VENDOR QUESTIONNAIRE

14.1. THE UNDERSIGNED, BEING DULY AUTHORIZED TO SUBMIT THIS BID ON BEHALF OF THE BIDDER, AGREES THAT THIS OFFER IF ACCEPTED WITHIN ONE HUNDRED TWENTY (120) DAYS FROM THE BID OPENING DATE, TO FURNISH TO HERNANDO COUNTY ANY AND ALL ITEMS FOR WHICH PRICES ARE OFFERED IN THIS BID SOLICITATION AT THE PRICE(S) SO OFFERED, DELIVERED AT DESIGNATED POINT(S), WITHIN THE TIME PERIOD SPECIFIED, AND AT THE TERMS AND CONDITIONS SO STIPULATED IN THE SOLICITATION FOR BIDS.*

☐ Please confirm

*Response required

14.2. Authorized person *

Are you fully authorized to bind this company, or corporation.

☐ Yes
☐ No

*Response required

14.3. Authorized Person's information *

Please provide your

Name

Title

Business Address

*Response required

14.4. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of bid security. *

☐ Please confirm

*Response required

14.5. VENDOR/CONTRACTOR INFORMATION*

Please Provide the following Information:

1. Respondent/Vendor Contractor Name

2. Vendor/Contractor FEIN

3. Vendor/Contractor's Authorized Representative Name and Title

4. Address

5. Phone Number

6. Email Address

7. State of Incorporation

*Response required

14.6. Authorized Signatures/Negotiators *

Please provide the information to support the statement below:

The Vendor/Contractor represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the Vendor/Contractor will be duly bound:

Name(s)

Title(s)

Phone no (s)

*Response required

14.7. Type of Organization

☐ Sole Proprietorship
☐ Partnership
☐ Joint Venture
☐ Corporation

14.8. W-9 Form *

Please attach your completed W-9 Form

*Response required

14.9. ACH electronic payment *

An ACH electronic payment method is offered as an alternative to a payment by physical check.

Please check Option 1 if you accept the ACH electronic payment method.

(Recommended and Preferred)

☐ Yes, ACH electronic payment method is acceptable.
☐ No, ACH electronic payment method is not acceptable.
*Response required

14.10. E-VERIFY CERTIFICATION*

Vendor/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

All persons employed by the Vendor/Contractor during the term of the Contract to perform employment duties within Florida; and

All persons, including subcontractors, assigned by the Vendor/Contractor to perform work pursuant to the Contract with the department.

☐ Please confirm

*Response required

14.11. DRUG FREE WORKPLACE CERTIFICATE*

In accordance with Florida Statute 287.087 (Current Edition), by submitting this response we hereby certify that our firm

Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Workplace named above, and specifying actions that will be taken against violations of such prohibition.

Informs employees about the dangers of drug abuse in the workplace, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.

Gives each employee engaged in providing commodities or contractual services that are under proposal a copy of the statement specified above.

Notifies the employees that as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, pleas of guilty or nolo contendere to, any violation of Chapter 893 (Current Edition), or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the workplace, no later than five (5) days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.

Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.

Makes a good faith effort to continue to maintain a drug free workplace through the implementation of the Drug Free Workplace program.

"As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein".

☐ Please confirm

*Response required

14.12. Affidavit of Non Collusion and of Non-Interest of Hernando County Employees*

Affidavit of Non Collusion and of Non-Interest of Hernando County Employees

Certification that Vendor/Contractor affirms that the bid/proposal presented to the Owner is made freely, and without any secret agreement to commit a fraudulent, deceitful, unlawful or wrongful act of collusion.

I have read and attest that I am the Vendor/Contractor in the above bid/proposal, that the only person or persons interested in said proposal are named therein; that no officer, employee or agent of the Hernando County Board of County Commissioners (BOCC) or of any other Vendor/Contractor is interested in said bid/proposal; and that affiant makes the above bid/proposal with no past or present collusion with any other person, firm or corporation.

Please confirm that you have read and attest to Affidavit of Non Collusion and of Non-Interest of Hernando County Employees

☐ Please confirm

*Response required

14.13. Sworn Statement

*14.13.1. Sworn Statement SECTION 287.133 (3) (a)**

I have read and attest that I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes (current version), means a violation of any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I have read and attest that I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes (current version), means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any Federal or State trial court of record relating

to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

I have read and attest that I understand that an "affiliate" as defined in Paragraph 287.133 (1)(a), Florida Statutes (current version), means:

A. A predecessor or successor of a person convicted of a public entity crime; or

B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one (1) person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one (1) person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

I have read and attest that I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes (current version), means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which proposals or applies to proposal on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

I have read and attest that based on information and belief, the statement which I have confirmed below is true in relation to the entity submitting this sworn statement:

_____ [attach a copy of the final order].

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31, OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT.

☐ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
☐ The entity submitting this sworn statement, or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
☐ The entity submitting this sworn statement, or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the

entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list [attach a copy of the final order].
*Response required

14.13.2. If you choose option 3, please attach a copy of the final order

The entity submitting this sworn statement, or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted Vendor/Contractor list

Please attach a copy of the final order

*14.13.3. VENDOR/CONTRACTOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES**

Section 287.135 (Current Edition), Florida Statutes, prohibits agencies from contracting with companies for goods or services of $1,000,000.00 or more, that are on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which are created pursuant to s. 215.473 F.S. (Current Edition), or the Scrutinized Companies that Boycott Israel List, crated pursuant to s. 215.4725 F.S. (Current Edition), or companies that are engaged in a boycott of Israel or companies engaged in business operations in Cuba or Syria.

As the person authorized to submit bids on behalf of respondent, I hereby certify that the company identified above in the section entitled “Respondent Vendor Name” is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to section 287.135 (Current Edition), Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney’s fees, and/or costs and does not have business operations in Cuba or Syria.

☐ Please confirm

*Response required

14.14. HERNANDO COUNTY EMPLOYMENT DISCLOSURE CERTIFICATION STATEMENT

*14.14.1. Is any Officer, Partner, Director, Proprietor, Associate or Member of the Business Entity a former employee of Hernando County within the last two (2) years?**

☐ Yes

☐ No

*Response required

*14.14.2. Is any Officer, Partner, Director, Proprietor, Associate or Member of the Business Entity a Relative or Member of the Household of a current Hernando County Employee that had or will have any involvement with this Procurement or Contract Authorization? **

☐ Yes
☐ No

*Response required

14.14.3. Relatives and Former Hernando County Employees – Roles and Signatures

If the answer to either of these questions is "Yes", complete the "Relatives and Former Hernando County Employees - Roles and Signatures" table (Part A and/or Part B, as applicable).

Is any Officer, Partner, Director, Proprietor, Associate or Member of the Business Entity a former employee of Hernando County within the last two (2) years?

Is any Officer, Partner, Director, Proprietor, Associate or Member of the Business Entity a Relative or Member of the Household of a current Hernando County Employee that had or will have any involvement with this Procurement or Contract Authorization?

Please download the below documents, complete, and upload.

- HC_Employment_Disclosure_Ce...

*14.14.4. TRENCH SAFETY ACT **

Please download the below documents, complete, and upload.

- Trench_Safetey_Act_Complian...

*Response required

*14.14.5. Technical Proposal **

Please download the below technical submission outline and upload your submission.

- PRE-QUALIFICATION_TECHNICAL...

*Response required

14.14.6. Solicitation-Offer-Award

Please download the below document, complete the Offer section, and upload.

- Solicitation_-_Offer_-_Awar...

SECTION I – QUOTE INSTRUCTIONS

1. **TIMETABLE:**

Date of Distribution:	**INSERT ISSUE DATE**
Pre-Quote Conference:	**INSERT PREBID DATE**
Last Date of Inquiries:	**INSERT LAST DATE FOR QUESTIONS**
Quotes Due:	**INSERT DUE DATE**

2. **PRE-QUOTE CONFERENCE:**

2.1. A Pre-Quote Conference will be held **INSERT PRE-QUOTE DATE** at **9:00 AM** at the **INSERT PRE-QUOTE LOCATION**.

2.2. The Pre-Quote Conference is (check one) _____Mandatory (Vendor must attend to submit a quote) or _____Non-Mandatory (Vendor not required to attend to submit a quote).

3. **TIME OF COMPLETION:**

3.1. Vendor/Contractor agrees that the work will be substantially complete within days to substantial completion (##) calendar days after the commencement date indicated in the Notice to Proceed and ready for final payment within days to final completion (##) calendar days after the date indicated on the Notice to Proceed. Completion time includes material ordering lead times. Materials shall not be ordered by the Vendor/Contractor until the Notice to Proceed has been issued.

4. **PROJECT MANAGER:** The Project Manager of record for this Solicitation is: **INSERT NAME OF CONSTRUCTION ADMINISTRATION FOR COUNTY**.

5. **ENGINEER:** Under Contract to the Owner, the Engineer in the administration of this Contract and any references to the Engineer or the Professional shall be deemed to mean **INSERT ENGINEER**, for the plans and specifications referenced in these contract documents. Engineer may delegate or designate certain duties to be performed by other qualified professionals.

6. **OWNERS DESINGATED REPRESENTATIVE:**

Owners Representative or Insert name of Project Manager will act as the Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the work in accordance with their respective scope of work and the Contract Documents.

7. **LIQUIDATED DAMAGES:**

7.1. Vendor/Contractor hereby agree that time is of the essence and that a precise determination of actual damages which could be incurred by the County for delay in the completion of the work provided herein would be difficult to ascertain. Accordingly the parties agree that the liquidated damages for those items of damage not otherwise provided for by the Quote Documents, for each and every day that the time consumed in completing the work provided for herein exceeds the time allowed in achieving Substantial Completion and/or Final Completion therefore shall be in accordance with the amount(s) of enter amount of LD in words ($numerical amount). The parties specifically agree that the liquidated damages provided herein do not constitute a penalty. The amount of liquidated damages occasioned by the Vendor/Contractor's delay will be deducted and retained out of the monies payable to the Vendor/Contractor. If not so deducted the Vendor/Contractor and sureties for the Vendor/Contractor shall be liable thereof.

8. **PERFORMANCE AND PAYMENT BOND: (Departments – if your estimate is under $100,000 put NA on this line and delete 8.1 and 8.2. If your estimate is $100,000 to $200,000 at your discretion to require it or not).**

8.1. A Performance and Payment Bond issued in a sum equal to one hundred (100%) percent of the total awarded Contract amount by a surety company considered satisfactory by the County and otherwise authorized to transact business in the State of Florida will be required from the successful Bidder for purposes of insuring the faithful performance of the obligations imposed by the resulting Contract and for purposes of protecting the County from lawsuits for non-payment of debts as might be incurred during the successful Bidder's performance under such Contract. When applicable, the performance and payment bond form will be included in the Contract Documents and said form must be properly executed by the surety company and successful Bidder within fifteen (15) calendar days after notification by the County of the County's intent to award the Contract.

8.2. If, within fifteen (15) calendar days after notification by the County of the County's intent to award a Contract, the successful Bidder refuses or otherwise neglects to execute the required written Contract or fails to furnish the required Performance and Payment Bond, the amount of the Bidder's Bid security (check or Bid Bond) shall be

forfeited and the same shall be retained by the County. No plea of mistake in the Bid or misunderstanding of the conditions of forfeiture shall be available to the Bidder for the recovery of his Bid security or as a defense to any action based upon the neglect or refusal to execute a written Contract.

8.3. The surety company must provide an "Increase Rider" to the Performance and Payment Bond or execute the "Consent of Surety and Increase of Penalty" form provided by the County if the Contract is increased by change order.

SECTION II – SCOPE AND SPECIFICATIONS

9. SCOPE OF WORK:

9.1. The Vendor/Contractor will supply all materials, labor, and equipment in order to accomplish the INSERT NAME OF PROJECT, as described in the specifications and construction plans showing the proposed improvements in Hernando County, Florida.

10. CONTRACTOR LICENSE REQUIRED FOR THIS PROJECT :

10.1. Vendor/Contractor and/or subcontractors shall be responsible for complying with all State of Florida and Hernando County license requirements prior to bidding on County projects and shall submit proof of licenses with the Bid. All licenses shall be in the Bidder's name or the key subcontractor's name, as listed in Section VIII, Attachment 9. Failure to submit proof of the required licenses shall deem the Bidder non-responsive. The following licenses are necessary, but not limited to, for prosecution of the work:

10.1.1. General Contractor's License; or

10.1.2. INSERT REQUIRED LICENSE

10.1.3. INSERT REQUIRED LICENSE

11. PERMITS REQUIRED FOR THIS PROJECT :

11.1. The following permits are necessary, but not limited to, for prosecution of the work. Vendor/Contractor and/or subcontractors shall obtain and pay for required permits. Notice to Proceed will not be issued until the permits are provided to the Project Manager.

11.1.1. NPDES-NOI Permit - The NPDES-FDEP legislation and permit information can be found on this site: http://www.dep.state.fl.us/water/stormwater/npdes/construction1.htm

11.1.2. INSERT REQUIRED PERMIT

11.1.3. INSERT REQUIRED PERMIT

12. SAMPLE PROJECT DESCRIPTION:

12.1. This project consists of the construction of intersection improvements and relocate an existing 4" water main. This intersection improvement includes constructing; a storm water drainage system, sidewalks, traffic signal modifications and adding additional pavement Incidental work includes compliance with the storm water pollution prevention plan, the installation of beacons, signage, thermoplastic pavement markings, and sodding of the disturbed areas; with all proposed work per the plans and specifications.

12.2. It will be the Vendor/Contractor's responsibility to provide an acceptable Maintenance of Traffic (MOT) plan at the Pre-Construction meeting along with a chart showing the project schedule.

12.3. The Vendor/Contractor shall comply with all applicable OSHA workplace safety requirements and shall accomplish the work in a manner providing for the safety of their equipment and workers and for the safety of the general public.

13. LOCATION OF THE WORK:

13.1. The work to be performed in this Contract will be performed on INSERT THE LOCATION OF THE PROJECT, in Hernando County, Florida.

14. GENERAL REQUIREMENTS AND TECHNICAL SPECIFICATIONS:

14.1. Refer to Exhibit "A" of this Quote for General Requirements and Technical Specifications.

15. SURVEY CONTROL:

15.1. Vendor/Contractor will furnish all surveys and construction stakeouts unless otherwise specified. The Vendor/Contractor will provide horizontal control and bench marks or elevations for vertical control. The Vendor/Contractor shall furnish, free of charge, all stakes, all templates, and other materials necessary for marking and maintaining points and lines given. The Vendor/Contractor shall be held responsible for the preservation of all stakes and markers, and if the stakes or markers are destroyed or disturbed, the cost of replacing them shall be charged against, and shall be deducted from the payment for the work. The Vendor/Contractor shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

16. TRAFFIC CONTROL:

16.1. The Vendor/Contractor shall be responsible for installing, operating, and maintaining all traffic control associated with the project, including detours, advance warnings, channelization, or other features, both at the immediate work site and at outlaying points as detailed on the construction plans or as referenced by the Florida Department of Transportation (FDOT) indexes.

16.2. Vendor/Contractor shall prepare a detailed traffic control plan designed to accomplish the level of performance outlined in the scope of work, and incorporating the methods and criteria contained in the Manual on Uniform Traffic Control Devices published by the U.S. Department of Transportation and adopted as amended by the FDOT. This plan must be approved in writing by the Engineer.

16.3. The Engineer may inspect and monitor the traffic control scheme and devices of the Vendor/Contractor and shall, through the County's Inspector assigned to the project, make known his requirements for any alterations and adjustments to the control plan or devices. The Vendor/Contractor shall take direction only as appropriately expressed by the Inspector or Engineer.

END OF SECTION II - THE REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

REQUEST FOR QUOTE

THIS IS NOT AN ORDER

HERNANDO COUNTY BOARD OF
COUNTY COMMISSIONERS
PURCHASING & CONTRACTS DEPARTMENT
352-754-4020, FAX 352-754-4199
15470 FLIGHT PATH DR.
BROOKSVILLE 34604

Quotation No._____

Date:_____ Project Name: _____

Requesting Department: _____

Name: _____
Address: _____

Contact Person:_____ Telephone:_____Fax:_____
or email

Quote Due Date:_____
Illegible Quotes risk opportunity for award. Terms and Conditions of 23-TG0040 and Construction Agreement are applicable to the project resulting from this Quotation.

ITEM	QUAN.	DESCRIPTION	PART NO.	UNIT PRICE	EXTENDED PRICE
1.					
2.					
3.					
4.					
		QUOTE TOTAL			_____

All Quotes shall be FOB Destination Working Hours: _____

Attached to this Quote is Exhibit "A" General Requirements and Technical Specifications
Attached to this Quote is Exhibit "B" Plans/Drawings
Create a continuation sheet if necessary
It is hereby certified and affirmed that the bidder will accept any awards made to him as a result of this quotation.
The award may be all or partial being in the best interest of Hernando County.
Quote validity is 60 days unless noted otherwise.

Contact Person Submitting Quote:_____
Firm Name:_____
Address:_____City:_____State:_____Zip:_____
Telephone/Fax No:_____ Email:_____Date_____
PRINT/TYPE NAME:_____
TITLE: _____SIGNATURE:_____

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA
SAMPLE WORK AUTHORIZATION

This Contract, entered into this _____ day of _____, 20___, by and between the Hernando County Board of County Commissioners, hereafter called the COUNTY, and _____hereinafter called the VENDOR/CONTRACTOR. Owner and Vendor/Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follow:

CONSTRUCTION SERVICES FOR PROJECTS UNDER $500K - RFQ NO. 23-T00040

PROJECT NAME AND QUOTE NUMBER

ARTICLE 1 – CONTRACT DOCUMENTS

1.01 The Vendor/Contractor shall furnish all labor, equipment and materials and perform the work per Construction Project in strict accordance with the General Conditions, Special Conditions, Supplementary Conditions, Exhibits, Plans, Specifications, and other Contract Documents, all of which are made a part hereof and designated as follows:

A. The Contract Documents for ITB 23-T00040 consist of the following:

Solicitation-Offer-Award

Advertisement of Request for Qualifications

Definitions

Solicitation Document

General Conditions for Quotes

Special Conditions for Quotes

Construction Conditions

Scope of Work

Technical Specifications

Required Forms

Request for Quote – PROJECT NAME AND NUMBER

Work Authorization and Required Documents After Award

Construction Agreement and Required Documents After Award

Request for Quote Exhibits
Exhibit A – General Requirements and Technical Specifications
Exhibit B – Plans/Drawings

All addenda issued by the County prior to the receipt of Quotes and all supplementary drawings issued after award of the Contract become part of the Contract Document.

Amending and Supplementing Contract Documents:

The Contract Documents may be amended to provide for additions, deletions, and revisions in the work or to modify the terms and conditions thereof by Change Order.

The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the work may be authorized, by one or more of the following ways:

1. A Field Order;
2. Engineer's approval of a shop drawing or sample; or -
3. Engineer's written interpretation or clarification per the provisions described in the Contract Documents.

In resolving such conflicts, errors and discrepancies, the documents shall be given preference in the following order: Agreement, Specifications, Drawings, Solicitation Instructions. Within the specifications the order of preference shall be as follows: Addenda, General Conditions, Technical Specifications. Figure dimensions on drawings shall govern over scale dimensions, and the detailed drawings shall govern over general drawings. Any work that may reasonably be inferred from the specifications or drawings as being required to produce the intended result shall be supplied whether or not it is specifically called for. Work materials or equipment described in words which so applied have a well-known technical or trade meaning shall be deemed to refer to such recognized standards. In case of conflict the more stringent requirements shall take precedence and govern.

The Vendor/Contractor shall take no advantage of any error or omission in the plans or of any discrepancy between the plans and specifications, and the Engineer shall make such interpretation as may be deemed necessary for the fulfillment of the intent of the plans and specifications as construed by him and his decision shall be final.

All provisions required by law to be inserted in this Contract, whether actually inserted or not.

Exhibits to this Agreement (as follows):

1. Vendor/Contractor's Quote
2. Documentation submitted by Vendor/Contractor after to Notice of Award:

    a. Insurance Certificate

B. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

1. Notice to Proceed
2. Change Order(s)

C. The documents listed in this Article are attached to this Agreement (except as expressly noted otherwise).

D. There are no Contract Documents other than those listed in this Article.

E. The Contract Documents may only be amended, modified, or supplemented as stated in Paragraph 33.

ARTICLE 2 - THE ENGINEER

2.01 Engineer in the administration of this Contract and any references to the Engineer or the Professional shall be deemed to mean **INSERT ENGINEER OF RECORD NAME**, for the plans and specifications. **INSERT PROJECT MANAGER NAME OR PROJECT MANAGER'S SUPERVISOR NAME** will act as the Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the work in accordance with their respective scope of work and the Contract Documents.

ARTICLE 3 - CONTRACT TIMES

3.01 Time of the Essence:

A. All time limits for completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

3.02 Days to Achieve Substantial Completion and Final Payment:

A. Vendor/Contractor agrees that the work will be substantially complete within **days to substantial completion (000)** calendar days after the commencement date indicated in the Notice to Proceed and ready for final payment within **days to final completion (000)** calendar days after the date indicated on the Notice to Proceed.

3.03 Liquidated Damages:

Vendor/Contractor and Owner agree for each consecutive calendar day that the work remains incomplete after the Contract date established for Substantial Completion and/or Final Completion, the County will retain from the

compensation otherwise to be paid to the Vendor/Contractor the sum of **INSERT AMOUNT FOR LIQUIDATED DAMAGES ($_____)**. This amount is the minimum measure of damages the County will sustain by failure of the Vendor/Contractor to complete all remedial work, correct deficient work, clean up the project and other miscellaneous tasks as required to complete all work specified.

ARTICLE 4 – CONTRACT PRICE

4.01 Owner shall pay Vendor/Contractor for completion of the work in accordance with the Quote an amount in current funds equal to the sum of the amounts determined pursuant to the Paragraphs below:

A. For all work other than Unit Price Work, a Lump Sum of:

_____ ($_____)
(words) (figure)

All specific cash allowances are included in the above price and have been computed in accordance with Paragraph 34.2.2.

B. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in this Paragraph:

As provided in Paragraph 34.3, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Owner Designated Representative as provided in Paragraph 34.3. Unit prices have been computed as provided in Paragraph 34.3.

UNIT PRICE WORK

ITEM	QTY	DESCRIPTION	PART NO	UNIT PRICE	EXTENDED PRICE

$_____

ESTIMATED TOTAL OF ALL UNIT PRICE WORK $ _____ $(_____)
(use words) (figure)

ARTICLE 5 – PAYMENT PROCEDURES

5.01 Submittal and Processing of Payments:

A. Vendor/Contractor shall submit Applications for Payment in accordance with Paragraph 37.2.1. Applications for Payment will be processed by Owner Designated Representative as provided in the Contract Documents.

5.02 Progress Payments; Retainage:

A. Owner shall make progress payments on account of the Contract Price on the basis of Vendor/Contractor's Applications for Payment not later than the time periods established by applicable provisions of the Florida Prompt Payment Act, Part VII, Ch. 218.735, F.S. (current version), during performance of the work as provided in Paragraphs below. All such payments will be measured by the Schedule of Values (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Completion of fifty percent (50%) of the Project, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously

made and less such amounts as Owner Designated Representative may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract Documents:

a. Ninety percent (90%) of work completed (with the balance being retainage); and

b. Ninety percent (90%) of cost of materials and equipment not incorporated in the work (with the balance being retainage).

2. Upon Completion of fifty percent (50%) of the Project, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner Designated Representative may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract Documents:

a. Ninety-five percent (95%) of work completed (with the balance being retainage); and

b. Ninety-five percent (95%) of cost of materials and equipment not incorporated in the work (with the balance being retainage).

3. Upon Completion of the fifty percent (50%) of the Project, the Vendor/Contractor may make application for payment of up to fifty percent (50%) of all retainage amount held by the Owner, and the Owner shall make payment of said amounts under the provisions the Florida Prompt Payment Act, Part VII, Ch. 218.735, F.S. (current version) unless the Owner has grounds for withholding said payment.

5.03 Final Payment:

A. Upon receipt of the final Application for Payment accompanied by Owner Designated Representative's recommendation of payment in accordance with Paragraph 37.7.1, Owner shall pay Vendor/Contractor the remainder of the Contract Price as recommended by Owner Designated Representative, less any sum Owner is entitled to set off against Owner Designated Representative's recommendation, including but not limited to liquidated damages.

B. Final Payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Vendor/Contractor when the work has been completed, the Contract fully performed, and a final Certificate for Payment has been issued by the Owner Designated Representative.

ARTICLE 6 – INTEREST

6.01 All monies not paid when due shall bear interest at the maximum legal rate.

ARTICLE 7 – VENDOR/CONTRACTOR'S REPRESENTATIONS

7.01 In order to induce Owner to enter into this Agreement Vendor/Contractor makes the following representations:

A. Vendor/Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bid Documents.

B. Vendor/Contractor has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, and performance of the work.

C. Vendor/Contractor is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the work.

D. Vendor/Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

E. Vendor/Contractor is aware of the general nature of work to be performed by Owner and others at the site that relates to the work as indicated in the Contract Documents.

F. Vendor/Contractor has correlated the information known to Vendor/Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

G. Vendor/Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Vendor/Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Vendor/Contractor.

H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the work.

ARTICLE 8 – MISCELLANEOUS

8.01 Terms:

A. Terms used in this Agreement will have the meanings stated in the Contract Documents.

8.02 Assignment of Contract:

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, monies that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.03 Successors and Assigns:

A. Owner and Vendor/Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, Agreements, and obligations contained in the Contract Documents.

8.04 Severability:

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Vendor/Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

8.05 This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

ARTICLE 9 – CONTRACT PAYMENT

9.01 The County agrees to pay the Vendor/Contractor for the faithful performance under this Contract for the agreed amount of _____Dollars ($_____) and is based on the lump sum prices contained herein and subject to additions or deductions as modified.

IN WITNESS WHEREOF, Owner and Vendor/Contractor have signed this Agreement in two (2) copies. All portions of the Contract Documents have been signed, initialed, or identified by Owner and Vendor/Contractor.

OWNER: HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS	VENDOR/CONTRACTOR
By: JOHN ALLOCCO	By:
Title: CHAIRMAN	Title:
[CORPORATE SEAL]	[CORPORATE SEAL]
Attest: Douglas A. Chorvat, Jr.	Attest:
Title: Clerk of Circuit Court & Comptroller	Title:
Address for giving notices:	Address for giving notices:
15470 Flight Path Dr.	
Brooksville, FL 34604	
	Agent for service of process:
	(If Vendor/Contractor is a corporation or a partnership, attach evidence of authority to sign.)

Hernando County Holiday Schedule

New Year’s Day (observed)
Martin Luther King, Jr., Day
Presidents’ Day
Good Friday
Memorial Day
Independence Day (observed)
Labor Day
Veterans Day
Thanksgiving
Day after Thanksgiving
Christmas Eve (observed)
Christmas (observed)

Alisa Pike

From: Tom Charlow <estimator@goodwinbrosinc.com>
Sent: Monday, June 26, 2023 2:13 PM
To: Alisa Pike
Cc: Alisa Pike
Subject: Re: TIME SENSITIVE & URGENT - Proposal for Contract No. 23-T00040/AP Pre-qualification for Construction Services under $500K

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Category - A Public Works
Category - C Utilities

Tom Charlow
Project Manager/Estimator

From: Alisa Pike <AlisaP@co.hernando.fl.us>
Sent: Monday, June 26, 2023 2:05:53 PM
Cc: Alisa Pike <AlisaP@co.hernando.fl.us>
Subject: TIME SENSITIVE & URGENT - Proposal for Contract No. 23-T00040/AP Pre-qualification for Construction Services under $500K

Good afternoon,

and thank you for submitting a proposal for Contract No. 23-T00040/AP Pre-qualification for Construction Services under $500K.

Section 13 "TECHNICAL SPECIFICATIONS" of the solicitation requires a selection of one (1) or more categories:

Category A – PUBLIC WORKS
Category B – WATERWAYS
Category C – UTILITIES
Category D – FACILITIES

Please confirm your selection of **one (1) or more** categories as soon as possible. Response is due **no later than 5:00 pm, June 28th, 2023**.

Your response to this e-mail may only include confirmation of your category selection(s) and no other information within your response to this e-mail is allowed.

Best regards,

Alisa Pike
Procurement Coordinator
Phone: 352-754-4020
Email:
alisap@co.hernando.fl.us
15470 Flight Path Drive
Brooksville, FL 34604
www.hernandocounty.us

HERNANDO COUNTY EMPLOYMENT DISCLOSURE CERTIFICATION STATEMENT

6/2/2023
(date)

Hernando County
Purchasing and Contracts Department
15470 Flight Path Drive
Brooksville, FL 34604

The undersigned certifies that to the best of his/her knowledge:

Is any officer, partner, director, proprietor, associate or member of the business entity a former employee of Hernando County within the last two (2) years? No ☑ Yes ☐

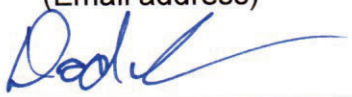
Is any officer, partner, director, proprietor, associate or member of the business entity a relative or member of the household of a current Hernando County employee that had or will have any involvement with this procurement or contract authorization?

No ☑ Yes ☐

If the answer to either of the above questions is "Yes", complete the "Relatives and Former Hernando County Employees - Roles and Signatures" table (Part A and/or Part B, as applicable).

Bidder: Goodwin Bros Construction, Inc.

estimator@goodwinbrosinc.com
(Email address)


(Signature required)

David Goodwin
(Print name)

Treasurer
(Print title)

14341 Ponce De Leon Blvd, Brooksville, Florida 34601
(Address)

352-796-0149
(Phone)

352-544-1084
(Fax)

59-2827531
(Federal Taxpayer ID Number)

Relatives and Former Hernando County Employees – Roles and Signatures

Part A: Employees that left Hernando County in the last two years.			
Employee Name/Signature	**Job Performed for Hernando County**	**Current Role with Business Entity**	**Date Left Hernando County**
Name: N/A **Sign:** _____ • **Involved with this procurement on behalf of Hernando County?** No ☐ Yes ☐ • **Involved with proposal development for this procurement?** No ☐ Yes ☐			N/A
Name: _____ **Sign:** _____ • **Involved with this procurement on behalf of Hernando County?** No ☐ Yes ☐ • **Involved with proposal development for this procurement?** No ☐ Yes ☐			
Name: _____ **Sign:** _____ • **Involved with this procurement on behalf of Hernando County?** No ☐ Yes ☐ • **Involved with proposal development for this procurement?** No ☐ Yes ☐			

Part B: Identify officers, partners, directors, proprietors, associates or members of the business entity that are relatives or members of the household of Hernando County employees currently working for Hernando County, if Hernando County employee had or will have any involvement with this procurement of contract.

Firm Officer, Partner, Director, Proprietor, Associate or Member Name	Name and Relationship of Relative or Member of Household Employed at Hernando County	Role at Hernando County	Hernando County employee's Role with this Procurement
N/A			

(Make copies of this form as needed to list additional employees.)

This document should be completed and returned with your submittal.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Goodwin Bros Construction, inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
PO Box 1689

6 City, state, and ZIP code
Brooksville, FL 34605

7 List account number(s) here (optional)

Requester's name and address (optional)
BOCC of Hernando County, Florida
15470 Flight Path Dr.
Brooksville, FL 34604-6823

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
59 - 2827531

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** ▶ [signature] **Date** ▶ Apr. 21 2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

6/5/2023

Hernando County
Purchasing and Contracts Department
15470 Flight Path Drive
Brooksville, FL 34604

On behalf of Goodwin Bros Construction, I would like to submit a proposal for No. 23-T00040/AP – Construction Services Under $500K.

As a local construction company, we have done many projects with Hernando County purchasing and pride ourselves on always striving for excellence in every job we do.

Goodwin Bros Construction has been in business for over 36 years. We are a licensed underground utility company. We also have extensive experience in paving, asphalt resurfacing, asphalt repair, site work, and concrete work. We have worked all over central Florida and have grown relationships with multiple subcontractors who we feel have the same great quality in their work as we pride ourselves in.

Our company also meets all insurance requirements.

Enclosed with this letter you will find all required documents for our proposal.
We are looking forward to continue to work with Hernando County.

Sincerely,

David Goodwin
Treasurer

TABLE OF CONTENTS

TAB 1 – STATEMENT OF INTEREST

TAB 2 – TABLE OF CONTENTS

TAB 3 – RESPONSE SUMMARY AND QUESTIONNAIRE RESPONSES

General Company Information ..... Page 1

Workers Compensation Claims ..... Page 4

Failure of Completion ..... Page 5

Litigations or Arbitration ..... Page 6

Bankruptcy ..... Page 7

Why select Goodwin Bros ..... Page 8

Adding value to the County ..... Page 9

Type of Construction Services ..... Page 10

Subcontractors ..... Page 11

Location ..... Page 12

Licenses ..... Page 13

- Florida Corporation Annual Report
- Hernando County Paving Contractor
- Underground Utility and Excavation License
- FDOT Certificate of Qualification

TAB 4 - CATEGORIES

Category A – Public Works ..... Page 14

- Attachment 11

Category B – Waterways ..... Page 15

Category C – Utilities ..... Page 16

- Attachment 11

Category D – Facilities ..... Page 17

TAB 5 – REQUIRED FORMS IDENTIFIED

GENERAL COMPANY INFORMATION

Goodwin Bros Construction was established in Brooksville, Florida in 1987 by Daniel "Boone" Goodwin. Boone worked in the construction field most of his life and after he and his wife Carol had four sons together, he knew he wanted to start a family business. Opening his own construction company had always been a personal dream of his. With all his experience and knowledge in the field and having four ambitious and hard-working boys, Boone jumped at the opportunity to buy out his partner that he then worked with doing subcontract work in Brooksville specializing in stripping overburden.

The company quickly began to grow and Boone adapted to the need of customers. Goodwin Bros became a licensed underground utility contractor and also specialized in excavation work, asphalt paving, site preparation, and mining operations.

The actual "Goodwin brothers" all had very important rolls in their father's success. They worked long hours, holidays, and often times on jobs that were not local and would be gone for days or weeks at a time. Boone not only wanted to instill in his boys the value of being a hard worker but the commitment it took to be successful and the importance of always having the respect of your clients and community. These are things that Goodwin Bros Construction prides themselves on maintaining to this day.

In 2010 the brothers hard work finally paid off when Boone decided it was time for him to retire

and his boys take over the company. As owners of the company the Goodwin brothers now manage their own different aspects of the business. President, Daniel Jr. handles the estimating and daily operations. Vice President, Eddie works out in the field supervising different crews. Treasurer, David oversees all the mining projects. Secretary, Mike is the lead mechanic and maintains the company's workshop.

Daniel, Eddie, David, and Mike can all be found daily working alongside of any one of their employees. They stay hands on and are very involved of all operations of the business to ensure they maintain the excellent reputation in the community that Goodwin Bros Construction has had for the last 36 years.

Goodwin Bros Construction typically has 30 – 35 employees working on average. The company has field supervisors for their paving, concrete, and site work crews. Each supervisor is responsible for giving direction to their crew. They oversee their jobs and ensure everything runs smoothly and according to the plans. Supervisors will often order materials for their jobs. They also coordinate with the engineers and inspectors. Each crew is made up of general laborers that do things such as flagging traffic, raking or shoveling. The crews also have equipment operators to run the different miscellaneous pieces of equipment on the job site. Goodwin Bros also owns 5 of their own dump trucks as well as a lowboy, dump trailer, two fuel trucks, water truck, service trucks and tack truck just to name a few. The company's fleet contains over 18 vehicles. Goodwin Bros has truck drivers to run these vehicles, haul material on and off the jobsites, and move equipment to different job locations. The company has several clerical employees that run the office and take care of accounts payable, accounts receivable, human resource, and other daily office operations as well as their own mechanics to

repair and maintain all of their equipment.

Goodwin Bros owns approximately 85 pieces of construction equipment. Having a large variety of different machinery readily available for use allows the company to spread its different crews out among multiple jobs at a time. With so many different kinds of equipment it also gives the company the flexibility to rotate the equipment in and out of the shop for routine maintenance and repairs without pulling anything off the jobs and causing any delays. The equipment Goodwin Bros owns includes, 3 backhoes, 11 excavators, 9 dozers, 4 motor graders, 13 loaders, 9 articulated dump trucks, 13 compactors/rollers, 5 brooms/sweepers, 3 tractors, 3 pavers, and a dozen other miscellaneous machines including a crusher, reclaimer, trencher, and curb machine to name a few.

Goodwin Bro's main office is located at 14341 Ponce De Leon Blvd. Brooksville, FL 34601. They have been at this location for over 20 years. Previous to that the office was ran out of Boone and Carol's home, also in Brooksville. The mechanics shop is also located at the property on Ponce De Leon Blvd. Goodwin Bros also owns a second location right down the road from their office. This location is used for storage of materials and equipment.

In the past three years Goodwin Bros Construction has had 2 workers compensation claims.

The first one occurred on June 5th, 2018 and was closed out on January 21st, 2019. Our employee was climbing into the bulldozer and slipped. His lower leg struck the dozer causing a contusion. This was a medical only claim.

Secondly, a claim was filed on August 10th, 2018. This claim was closed out on October 9th, 2018. In this case our employee was manually pulling on a rope causing him rope burn and an abrasion on his left hand. This was also a medical only claim.

In both circumstances neither employee needed to be reimbursed by workers compensation for any lost work. Each employee was treated medically and released back to work. There was no citations issued in either incident.

Goodwin Bros Construction always puts the safety of their employees first. We pride ourselves in adequately training employees and supplying them with any safety equipment they would need, like hard hats, goggles, and vests.

Goodwin Bros Construction has not failed to complete any of our awarded projects in a specified contract time during the last three years.

Goodwin Bros Construction has not been involved within the last 5 years or is not presently involved in any litigations or arbitration.

Goodwin Bros Construction has never filed for bankruptcy, is not currently in bankruptcy and has no bankruptcy action pending.

TECHNICAL STRENGTH AND SUPPORT CAPABILITIES/ABILITY TO HIRE QUALIFIED SUB-CONTRACTORS

Goodwin Bros Construction would be an excellent choice to be one of Hernando county's qualified contractors for construction services under $500k. We have an excellent relationship with the county after doing dozens of jobs for them. Our reputation is a direct reflection of the superb quality of work we supply time and time again. Furthermore, we are familiar with Hernando county's high expectations and can confidently say they have always met or exceeded on every project that they have done.

Having been in business in the area for so long there is no need for us to advertise. We get our work by word of mouth and recommendations. Not to mention we have many repeat customers.

With our vast amount of knowledge and skills we are able to adapt to changing conditions and to react to changes in the scope of work without creating unnecessary expenses.

Every project we do, we have the same standard of excellence on; whether it be a $10,000 driveway or a $1,000,000 road project, we make sure all of our customers are satisfied. Goodwin Bros never cuts corners and is thorough in everything we do. Our dedication to hard work shows through the quality of our work.

Goodwin Bros Construction provides the highest quality of work and gets the job done in a timely manner. We are professional, honest, trustworthy and have a high degree of integrity.

Like Hernando county, Goodwin Bros strives to get the job completed at the lowest cost possible. Having been in the construction industry for so long we have many different connections to get the best quality materials and supplies for the most affordable price. Our goal is to help the county continue to make improvements. When we do a project, we are not just looking to pass the inspections and get paid. We take pride in our name and our work and want to ensure that all citizens of the county are satisfied.

Goodwin Bros Construction is a licensed underground utility and excavation company. We have held this license since July 2008. We are also licensed by the Hernando County Building Division as a paving contractor. With these licenses we are able to do all of our own paving, excavation, clearing, site work, pipework, concrete, silt fence and have the ability to truck our own materials on and off the job site. Having the ability to do so many things in house helps us control every job and helps keep costs down. We are also Florida Department of Transportation qualified and our approved work classes are drainage, flexible paving, grading, and hot plant mixed bituminous courses.

The only items that we typically need to use a subcontractor for are surveying, striping, and sodding. Occasionally, depending on scheduling and availability we may choose to subcontract out something additional. However, this is usually not the case. We do as much of the work in house as possible.

Goodwin Bros Construction has a professional and trusting relationship with each subcontractor that we use. We have worked with each company for many years and have completed a large number of projects with each one of them. We communicate regularly with all of our subcontractors so we can keep things on schedule and they are readily available when needed. We hold them to the same standard that we hold ourselves to. Over the years we have been very selective in hiring the companies that do work for us and we trust them to represent our name, something we take a lot of pride in. Our most often relied on companies are J & J Sod and Landscaping, Inc. for sodding. We use Akca, Inc. for striping and pavement markings. A-1 Silt & Erosion we occasionally subcontract silt fence out to. Coastal Concrete we also subcontract concrete work out to on occasion. Also, Coastal Engineering we use for surveying and as-builts.

LOCATION

Goodwin Bros Construction is locally owned an operated in Hernando County. This is beneficial because we are never far from a jobsite. If there is ever any issues, problems, or questions we are just a quick phone call away. Working within the county helps us keep our travel costs down and in return makes our bids more affordable. It's also beneficial that we are already very familiar with the area of any jobsite. A majority of our projects are road work, so knowing the traffic flow helps us plan accordingly to get the projects completed as fast as possible.

LICENSES

In the following pages you will find copies of our Florida corporation annual report, Hernando County paving contractor license, underground utility and excavation license, and FDOT certificate of qualification.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

GOODWIN, DAVID REECE SR

GOODWIN BROS CONSTRUCTION INC
14341 PONCE DE LEON BLVD
BROOKSVILLE FL 34601

LICENSE NUMBER: CUC1224603

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

HERNANDO COUNTY
BUILDING DIVISION
CERTIFICATE OF COMPETENCY

GOODWIN DANIEL R
GOODWIN BROTHERS CONST INC

POST OFFICE BOX 1689
BROOKSVILLE FL 34605-1689
LICENSE NUMBER: AAA0047510
PAVING CONTRACTOR
EXPIRATION DATE: 04/30/2023

2023 FLORIDA PROFIT CORPORATION ANNUAL REPORT

FILED
Jan 10, 2023
Secretary of State
9161536884CC

DOCUMENT# J85090

Entity Name: GOODWIN BROS. CONSTRUCTION, INC.

Current Principal Place of Business:

14341 PONCE DE LEON BLVD
BROOKSVILLE, FL 34601-8431

Current Mailing Address:

PO BOX 1689
BROOKSVILLE, FL 34605-1689 US

FEI Number: 59-2827531

Certificate of Status Desired: Yes

Name and Address of Current Registered Agent:

GOODWIN, DANIEL RAY JR.
14341 PONCE DE LEON BLVD
BROOKSVILLE, FL 34601 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	DV
Name	GOODWIN, EDWARD ALAN
Address	18352 LAKE LINDSEY ROAD
City-State-Zip:	BROOKSVILLE FL 34610

Title	OFFICER
Name	GOODWIN, CAROL S
Address	16290 CITRUS WAY
City-State-Zip:	BROOKSVILLE FL 34614

Title	DS
Name	GOODWIN, MICHEAL SHAWN
Address	15160 SNOW MEMORIAL HWY
City-State-Zip:	BROOKSVILLE FL 34601

Title	DP
Name	GOODWIN, DANIEL RAY JR.
Address	22188 GREENVALLEY TRL .
City-State-Zip:	BROOKSVILLE FL 34601

Title	DT
Name	GOODWIN, DAVID REESE
Address	17080 BRITTLE ROAD
City-State-Zip:	BROOKSVILLE FL 34601

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: DANIEL GOODWIN PRESIDENT 01/10/2023

Electronic Signature of Signing Officer/Director Detail — Date

References Public Works:

Construction of: Drainage systems, paving, earth work, Concrete work

Projects to include: MSBU Paving projects, Area A,B,C,E,F,G,I. Cockleberry Culvert project, Pheasant MSBU, Pomp Parkway MSBU, Dusky Warbler MSBU, Buczak Drainage project, Shoal Line Resurfacing project, Cortez Oaks Phases 1A1 and 1A2, Waterford 2A, Trilby Crossing Phases 1,2,3. Coronado Drainage Project Hernando County. Hernando County Landfill Loading Dock.

Todd Crosby – Hernando County Public Works -352-754-4062

Scott Harper – Hernando County Landfill 352-350-4348

Scott Nelson – Hernando County Public Works – 352-754-4062

Timea Lewis – Hernando County Public Works – 352-754-4062

Jim Moyle – LGI Homes - 1-239-645-0713

Burt Bennett – Coastal Engineering Inc – 352-796-9423

References Utilities:

Lift Station Construction, Gravity Sewer, Force Main Constructions, Potable Water Construction.

Anderson Snow Forcemain Project, Cortez Oaks Forcemain Construction, Cortez Oaks Gravity sewer system, Coronado Drainage project redirections of water main, Trilby Crossing Potable water system, Gravity Sewer, Forcemain system. North Side Loading Dock Hernando County Landfill. Hernando County Landfill Forcemain and water relocation. All within the last 5 years

Josh Walker – Hernando County Utilities 352-754-4761

Scott Harper – Hernando County Landfill 352-350-4348

Brad Smith – Hernando County Utilities 352-754-4858

Burt Bennett – Coastal Engineering 352-796-9423

Timea Lewis – Hernando County Public Works – 352-796-4062

Jim Moyle – LGI Homes - 1-239-645-0713

PRE-QUALIFICATION TECHNICAL SUBMISSION

Section A –COMPANY INFORMATION:

1. Provide a narrative about (Maximum of three (3) pages):
   a. your company, how you got started in the business as a construction contractor, and how long you have been in the contracting business,
   b. the number of employees that you have on staff and their positions and responsibilities,
   c. your facilities, and
   d. available construction equipment.
2. Indicate whether your company has ever experienced any lost time accidents or reportable claims under workers compensation and/or the Occupational Health and Safety Act in the past three (3) years. If you have, please describe the accident(s) or claim loss, whether any citations were issued and the outcome. (Maximum of two (2) pages).
3. Indicate whether your company has ever failed to complete an awarded project within the specified contract time during the past three (3) years. Describe the situation, what happened and the outcome. (Maximum of one (1) page per incident).
4. Indicate whether your company has ever been involved (within the last five (5) years) or is presently involved, in any litigations or arbitration. If so, fully describe the circumstances. Include the project name and nature of litigation. (Maximum of one (1) page per incident).
5. Indicate whether your company has ever filed for bankruptcy, is currently in bankruptcy, or has bankruptcy action pending during the past seven (7) years. (Maximum of one (1) page).

Section B – TECHNICAL STRENGTH AND SUPPORT CAPABILITIES / ABILITY TO HIRE QUALIFIED SUB-CONTRACTORS:

1. Describe the types of construction services that you license for, specialize in, and perform in-house, and those construction services that you would be required to or most likely sub-contract. (Maximum of two (2) pages).
2. Provide information as to your relationship with the various Sub-Contractors / trades that you will utilize and their names. (Maximum of two (2) pages).

Section C – LOCATION: Describe how the location of your project team may benefit the County as it specifically relates to the completion of the project. Submit a maximum of one (1) page for this section.

Section D – LICENSES: Provide copies of all Professional Licenses.

Section E – REFERENCES:

1. Summarize the qualifications of your Company that make you the **most qualified** to perform the work associated for each category you wish to participate in. Submit a maximum of two (2) pages per category. If you do not wish to participate in a specific category, insert a page for that section stating not applicable. You must respond to each section that you wish to participate in to be considered for that category. Note that any Hernando County

Department may utilize this Contract and is not limited to the Departments listed in these categories.

2. For each category you wish to participate in, provide at least three (3) previous customers/references during the past five (5) years for work in a similar category

County of Hernando
Procurement Department
Toni Brady, Chief Procurement Officer
15470 Flight Path Drive, Brooksville, FL 34604

PROPOSAL DOCUMENT REPORT

PQ No. 23-T00040/AP

Pre-qualification for Construction Services under $500K

RESPONSE DEADLINE: June 5, 2023 at 10:00 am

Report Generated: Monday, June 26, 2023

Goodwin Brothers Construction, Inc Proposal

CONTACT INFORMATION

Company:
Goodwin Brothers Construction, Inc

Email:
estimator@goodwinbrosinc.com

Contact:
Tom Charlow

Address:
14341 Ponce De Leon Blvd
Brooksville, FL 34601

Phone:
N/A

Website:
N/A

Submission Date:
Jun 5, 2023 8:01 AM

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. THE UNDERSIGNED, BEING DULY AUTHORIZED TO SUBMIT THIS BID ON BEHALF OF THE BIDDER, AGREES THAT THIS OFFER IF ACCEPTED WITHIN ONE HUNDRED TWENTY (120) DAYS FROM THE BID OPENING DATE, TO FURNISH TO HERNANDO COUNTY ANY AND ALL ITEMS FOR WHICH PRICES ARE OFFERED IN THIS BID SOLICITATION AT THE PRICE(S) SO OFFERED, DELIVERED AT DESIGNATED POINT(S), WITHIN THE TIME PERIOD SPECIFIED, AND AT THE TERMS AND CONDITIONS SO STIPULATED IN THE SOLICITATION FOR BIDS.*

Pass

Confirmed

2. Authorized person *

Pass

Are you fully authorized to bind this company, or corporation.

Yes

3. Authorized Person's information *

Pass

Please provide your

Name

Title

Business Address

David Goodwin, Tresure, 14341 Ponce De Leon Blvd Brooksville FL 34601

4. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of bid security. *

Pass

Confirmed

5. VENDOR/CONTRACTOR INFORMATION*

Pass

Please Provide the following Information:

1. Respondent/Vendor Contractor Name

2. Vendor/Contractor FEIN

3. Vendor/Contractor's Authorized Representative Name and Title

4. Address

5. Phone Number

6. Email Address

7. State of Incorporation

Goodwin Bros Construction Inc.

59-2827531

David Goodwin

14341 Ponce De Leon Brooksville FL 34601

352-796-0149

estimator@goodwinbrosinc.com

Florida

6. Authorized Signatures/Negotiators *

Pass

Please provide the information to support the statement below:

The Vendor/Contractor represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the Vendor/Contractor will be duly bound:

Name(s)

Title(s)

Phone no (s)

Daniel Goodwin

President

352-796-0149

Eddie Goodwin

Vice President

352-796-0149

David Goodwin

Tresure

352-796-0149

Michael Goodwin

Secretary

352-796-0149

7. Type of Organization

Pass

Corporation

8. W-9 Form *

Pass

Please attach your completed W-9 Form

Goodwin_W-9.pdf

9. ACH electronic payment *

Pass

An ACH electronic payment method is offered as an alternative to a payment by physical check.

Please check Option 1 if you accept the ACH electronic payment method.

(Recommended and Preferred)

Yes, ACH electronic payment method is acceptable.

10. E-VERIFY CERTIFICATION*

Pass

Vendor/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

All persons employed by the Vendor/Contractor during the term of the Contract to perform employment duties within Florida; and

All persons, including subcontractors, assigned by the Vendor/Contractor to perform work pursuant to the Contract with the department.

Confirmed

11. DRUG FREE WORKPLACE CERTIFICATE*

Pass

In accordance with Florida Statute 287.087 (Current Edition), by submitting this response we hereby certify that our firm

Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Workplace named above, and specifying actions that will be taken against violations of such prohibition.

Informs employees about the dangers of drug abuse in the workplace, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.

Gives each employee engaged in providing commodities or contractual services that are under proposal a copy of the statement specified above.

Notifies the employees that as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, pleas of guilty or nolo contendere to, any violation of Chapter 893 (Current Edition), or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the workplace, no later than five (5) days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.

Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.

Makes a good faith effort to continue to maintain a drug free workplace through the implementation of the Drug Free Workplace program.

"As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein".

Confirmed

12. Affidavit of Non Collusion and of Non-Interest of Hernando County Employees*

Pass

Affidavit of Non Collusion and of Non-Interest of Hernando County Employees

Certification that Vendor/Contractor affirms that the bid/proposal presented to the Owner is made freely, and without any secret agreement to commit a fraudulent, deceitful, unlawful or wrongful act of collusion.

I have read and attest that I am the Vendor/Contractor in the above bid/proposal, that the only person or persons interested in said proposal are named therein; that no officer, employee or agent of the Hernando County Board of County Commissioners (BOCC) or of any other Vendor/Contractor is interested in said bid/proposal; and that affiant makes the above bid/proposal with no past or present collusion with any other person, firm or corporation.

Please confirm that you have read and attest to Affidavit of Non Collusion and of Non-Interest of Hernando County Employees

Confirmed

13. Sworn Statement

SWORN STATEMENT SECTION 287.133 (3) (A)*

Pass

I have read and attest that I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes (current version), means a violation of any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I have read and attest that I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes (current version), means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any Federal or State trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

I have read and attest that I understand that an "affiliate" as defined in Paragraph 287.133 (1)(a), Florida Statutes (current version), means:

A. A predecessor or successor of a person convicted of a public entity crime; or

B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one (1) person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one (1) person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

I have read and attest that I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes (current version), means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which proposals or applies to proposal on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

I have read and attest that based on information and belief, the statement which I have confirmed below is true in relation to the entity submitting this sworn statement:

_____ [attach a copy of the final order].

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31, OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT.

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

IF YOU CHOOSE OPTION 3, PLEASE ATTACH A COPY OF THE FINAL ORDER

The entity submitting this sworn statement, or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted Vendor/Contractor list

Please attach a copy of the final order

No response submitted

VENDOR/CONTRACTOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES*

Pass

Section 287.135 (Current Edition), Florida Statutes, prohibits agencies from contracting with companies for goods or services of $1,000,000.00 or more, that are on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which are created pursuant to s. 215.473 F.S. (Current Edition), or the Scrutinized Companies that Boycott Israel List, crated pursuant to s. 215.4725 F.S. (Current Edition), or companies that are engaged in a boycott of Israel or companies engaged in business operations in Cuba or Syria.

As the person authorized to submit bids on behalf of respondent, I hereby certify that the company identified above in the section entitled “Respondent Vendor Name” is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to section 287.135 (Current Edition), Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney’s fees, and/or costs and does not have business operations in Cuba or Syria.

Confirmed

14. HERNANDO COUNTY EMPLOYMENT DISCLOSURE CERTIFICATION STATEMENT

IS ANY OFFICER, PARTNER, DIRECTOR, PROPRIETOR, ASSOCIATE OR MEMBER OF THE BUSINESS ENTITY A FORMER EMPLOYEE OF HERNANDO COUNTY WITHIN THE LAST TWO (2) YEARS?*

Pass

No

IS ANY OFFICER, PARTNER, DIRECTOR, PROPRIETOR, ASSOCIATE OR MEMBER OF THE BUSINESS ENTITY A RELATIVE OR MEMBER OF THE HOUSEHOLD OF A CURRENT HERNANDO COUNTY EMPLOYEE THAT HAD OR WILL HAVE ANY INVOLVEMENT WITH THIS PROCUREMENT OR CONTRACT AUTHORIZATION? *

Pass

No

RELATIVES AND FORMER HERNANDO COUNTY EMPLOYEES – ROLES AND SIGNATURES

Pass

If the answer to either of these questions is “Yes”, complete the “Relatives and Former Hernando County Employees - Roles and Signatures” table (Part A and/or Part B, as applicable).

Is any Officer, Partner, Director, Proprietor, Associate or Member of the Business Entity a former employee of Hernando County within the last two (2) years?

Is any Officer, Partner, Director, Proprietor, Associate or Member of the Business Entity a Relative or Member of the Household of a current Hernando County Employee that had or will have any involvement with this Procurement or Contract Authorization?

Please download the below documents, complete, and upload.

- HC_Employment_Disclosure_Ce...

img06052023_0003.pdf

TRENCH SAFETY ACT *

Pass

Please download the below documents, complete, and upload.

- Trench_Safetey_Act_Complian...

img06052023_0002.pdf

TECHNICAL PROPOSAL *

Pass

Please download the below technical submission outline and upload your submission.

- PRE-QUALIFICATION_TECHNICAL...

img06052023_0004.pdf

SOLICITATION-OFFER-AWARD

Pass

Please download the below document, complete the Offer section, and upload.

- Solicitation_-_Offer_-_Awar...

img06052023_0001.pdf

SOLICITATION - OFFER - AWARD

SOLICITATION NO.:	SOLICITATION TITLE:	DATE ISSUED:	CONTRACT NO.:
23-T00040/AP	**PRE-QUALIFACTION FOR CONSTRUCTION PROJECTS UNDER $500K**	**MAY 3, 2023**	**23-T00040/AP**

ISSUED BY:	SUBMIT BID OFFER TO:
BOARD OF COUNTY COMMISSIONERS **HERNANDO COUNTY, FLORIDA** John Allocco, Chairman Beth Narverud, Vice Chairman Steve Champion, Second Vice Chairman Jerry Campbell Brian Hawkins	**HERNANDO COUNTY PROCUREMENTDEPARTMENT** **15470 FLIGHT PATH DRIVE** **BROOKSVILLE, FL 34604** Toni Brady Chief Procurement Officer

SOLICITATION

PREQUALIFICATION FOR FURNISHING THE SERVICES, SUPPLIES OR EQUIPMENT DESCRIBED HEREIN WILL BE RECEIVED AT THE OFFICE OF HERNANDO COUNTY PROCUREMENT DEPARTMENT, VIA HERNANDO COUNTY'S EPROCUREMENT PORTAL AT: https//secure.procurenow.com/portal/hernandocounty, **UNTIL 10:00 A.M., LOCAL TIME ON JUNE 5, 2023.** NO PREQUALIFICATIONS WILL BE ACCEPTED AFTER THE ABOVE STIPULATED DATE AND TIME. THIS IS AN ADVERTISED SOLICITATION AND THE RESPONDING BIDDERS WILL BE PUBLICLY READ IN THE PURCHASING AND CONTRACTS DEPARTMENT CONFERENCE ROOM, 15470 FLIGHT PATH DRIVE, BROOKSVILLE, FL 34604 AT **10:00 A.M. ON JUNE 5, 2023.** PURSUANT TO FS 119.071 (Current Edition), SEALED BIDS, PROPOSALS, OR REPLIES RECEIVED BY AN AGENCY PURSUANT TO A COMPETITIVE SOLICITATION ARE EXEMPT FROM INSPECTION UNTIL SUCH TIME AS THE AGENCY PROVIDES NOTICE OF AN INTENDED DECISION OR UNTIL THIRTY (30) DAYS AFTER OPENING THE BIDS, PROPOSALS, OR FINAL REPLIES, WHICHEVER IS EARLIER.

ITEM NO.	DESCRIPTION OF SERVICE/SUPPLIES/EQUIPMENT	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
1	FOR PROVIDING CONSTRUCTION PROJECTS UNDER $500K	NA	NA	NA	$500,000.00 MAXIMUM QUOTE

OFFER

(TERMS, CONDITIONS AND SPECIFICATIONS ARE INCLUDED AS PARTS HEREOF)

I CERTIFY THAT THIS PRE-QUALIFICATION IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY CORPORATION, FIRM, OR PERSON SUBMITTING A PRE-QUALIFICATION FOR THE SAME SERVICE, MATERIALS, SUPPLIES, OR EQUIPMENT, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE BY ALL CONDITIONS OF THIS PRE-QUALIFICATION AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS PRE-QUALIFICATION FOR THE VENDOR/CONTRACTOR. IN SUBMITTING A PRE-QUALIFICATION TO THE COUNTY OF HERNANDO THE VENDOR/CONTRACTOR OFFERS AND AGREES THAT THE VENDOR/CONTRACTOR ASSIGNS AND TRANSFERS TO THE COUNTY OF HERNANDO ALL RIGHTS AND INTEREST IN AND TO ALL CAUSES FOR ACTION IT MAY NOW OR HEREAFTER ACQUIRE UNDER THE ANTI-TRUST LAWS OF THE UNITED STATES AND THE STATE OF FLORIDA FOR PRICE FIXING RELATING TO THE PARTICULAR COMMODITIES OR SERVICES PURCHASED OR ACQUIRED BY THE COUNTY OF HERNANDO.

DISCOUNT FOR PROMPT PAYMENT: ____% 10 CALENDAR DAYS ____% 20 CALENDAR DAYS ____% ____ CALENDAR DAYS

BIDDER'S INFORMATION

Company Name: Goodwin Bros Construction, Inc.

Address: 14341 Ponce De Leon

City: Brooksville State: FL Zip Code: 34601

Phone Number: 352-796-0149 Fax Number: 352-544-1084 Email Address: estimator@goodwinbrosinc.com

NAME AND TITLE OF PERSON AUTHORIZED TO SIGN BID OFFER:

BIDDER'S SIGNATURE

OFFER DATE: 6/5/2023

AWARD

(TO BE COMPLETED BY COUNTY)

REVIEWED FOR LEGAL SUFFICIENCY: 3-3-23	LR NO.: 2023-92-1	BY: Victoria Anderson
ACCEPTED AS TO ITEM(S) NO:	AMOUNT:	ACCOUNTING CODE:
SUBMIT INVOICES TO: **HERNANDO COUNTY** **15470 Flight Path Drive** **Brooksville FL 34604**	NAME AND TITLE OF PERSON AUTHORIZED TO SIGN ACCEPTANCE AND AWARD FOR THE COUNTY: SIGNATURE:	AWARD DATE:

TRENCH SAFETY ACT COMPLIANCE FORM

1. The Vendor/Contractor acknowledges the existence of the Florida Trench Safety Act at §553.60 through 553.64, Florida Statutes (current version) (hereinafter called the "Act") and the requirements established herein.

2. The Vendor/Contractor further acknowledges that the Act stabled the Federal excavation safety standards set forth at 29 CFR Part 1926, Subpart P as the Interim State standard applicable to this project.

3. The Vendor/Contractor will comply with all applicable trench safety standards, during all phases of the work, if awarded the Contract, and will ensure that all subcontractors will also comply with the Act.

4. The Vendor/Contractor will consider the geotechnical information available from the County, from its own sources and all other relevant information in its design of the trench safety system it will employ on the subject project. The Vendor/Contractor acknowledges that the County is not obligated to provide such information, that Vendor/Contractor is not to rely solely on such information if provided, and that Vendor/Contractor is solely responsible for the selection of the data on which he relies in designing said safety system, as well as for the system itself.

5. The Vendor/Contractor acknowledges that included in the total price in the Bid Form are costs for complying with the Florida Trench Safety Act, which is in effect as of October 1, 1990. The undersigned further identifies the costs to be $1.00 per lineal foot.

6. The amount in Item 5 herein includes the trench safety compliance methods and the units of each safety measure. The unit costs and the unit prices are shown solely for the purpose of compliance with the procedural requirements of the Act.

	Trench Safety Compliance Method	Unit (LF, SY)	Quantity	Unit Cost	Extended Cost
A.	Shoring/Trench boxes/Benching	TBD	TBD	$ 1.00	$ 1.00
B.				$	$
C.				$	$
D.				$	$
				TOTAL:	$1.00

Use additional blank sheets to further itemize if more room is required.

7. Acceptance of the bid to which this certification and disclosure applies in no way represents that the County or its representatives have evaluated or determined that the above costs are adequate to comply with the applicable trench safety requirements, nor does it in anyway relieve the undersigned of his sole responsibility for complying all applicable safety requirements.

Company: Goodwin Bros Construction, Inc.

By: _____
Authorized Signature Date

This document should be completed and returned with your submittal.

RECONSTRUCTION OF WATER MAIN FOR COMPANERO ENTRA PH II: PHASE 2 (RE-BID)

23-T00040/AP Q 36A

County of Hernando

15470 Flight Path Drive

Brooksville, FL 34604

County of Hernando

Reconstruction of Water Main for Companero Entra PH II: Phase 2 (re-bid)

I. Quote Instructions .....
II. Scope of Work .....
III. Pricing Proposal .....
IV. Vendor Questionaire.....

Attachments:

A - Sample Work Authorization Agreement

B - Companero Phase 2 EOPCC

C - 100%_Measurement_and_Pay_-_Companero_Entra_WM_Phase_2 (1)

1. Quote Instructions

A. TIME OF COMPLETION:

A. Vendor/Contractor agrees that the work will be substantially complete within days to substantial completion NINETY (90) calendar days after the commencement date indicated in the Notice to Proceed and ready for final payment within days to final completion ONE HUNDRED TWENTY (120) calendar days after the date indicated on the Notice to Proceed. Completion time includes material ordering lead times. Materials shall not be ordered by the Vendor/Contractor until the Notice to Proceed has been issued.

B. LIQUIDATED DAMAGES:

A. Vendor/Contractor hereby agrees that time is of the essence and that a precise determination of actual damages which could be incurred by the County for delay in the completion of the work provided herein would be difficult to ascertain. Accordingly the parties agree that the liquidated damages for those items of damage not otherwise provided for by the Quote Documents, for each and every day that the time consumed in completing the work provided for herein exceeds the time allowed in achieving Substantial Completion and/or Final Completion therefore shall be in accordance with the amount(s) of TWO HUNDRED FIFTY ($250.00). The parties specifically agree that the liquidated damages provided herein do not constitute a penalty. The amount of liquidated damages occasioned by the Vendor/Contractor's delay will be deducted and retained out of the monies payable to the Vendor/Contractor. If not so deducted the Vendor/Contractor and sureties for the Vendor/Contractor shall be liable thereof.

D. PERFORMANCE AND PAYMENT BOND: - Not Required if Quote is under $200,000

A. A Performance and Payment Bond issued in a sum equal to one hundred (100%) percent of the total awarded Contract amount by a surety company considered satisfactory by the County and otherwise authorized to transact business in the State of Florida will be required from the successful Bidder for purposes of insuring the faithful performance of the obligations imposed by the resulting Contract and for purposes of protecting the County from lawsuits for non-payment of debts as might be incurred during the successful Bidder's performance under such Contract. When applicable, the performance and payment bond form will be included in the Contract Documents and said form must be properly executed by the surety company and successful Bidder within fifteen (15) calendar days after notification by the County of the County's intent to award the Contract.

B. If, within fifteen (15) calendar days after notification by the County of the County's intent to award a Contract, the successful Bidder refuses or otherwise neglects to execute the required written Contract or fails to furnish the required Performance and Payment Bond, the amount of the Bidder's Bid security (check or Bid Bond) shall be forfeited and the same shall be retained by the County. No plea of mistake in the Bid or misunderstanding of the conditions of forfeiture shall be available to the Bidder for the recovery of his Bid security or as a defense to any action based upon the neglect or refusal to execute a written Contract.

C. The surety company must provide an "Increase Rider" to the Performance and Payment Bond or execute the "Consent of Surety and Increase of Penalty" form provided by the County if the Contract is increased by change order.

OPTIONAL SECTIONS

E. SURVEY CONTROL:

A. Vendor/Contractor will furnish all surveys and construction stakeouts unless otherwise specified. The Vendor/Contractor will provide horizontal control and benchmarks or elevations for vertical control. The Vendor/Contractor shall furnish, free of charge, all stakes, all templates, and other materials necessary for marking and maintaining points and lines given. The Vendor/Contractor shall be held responsible for the preservation of all stakes and markers, and if the stakes or markers are destroyed or disturbed, the cost of replacing them shall be charged against, and shall be deducted from the payment for the work. The Vendor/Contractor shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

F. TRAFFIC CONTROL:

A. The Vendor/Contractor shall be responsible for installing, operating, and maintaining all traffic control associated with the project, including detours, advance warnings, channelization, or other features, both at the immediate work site and at outlaying points as detailed on the construction plans or as referenced by the Florida Department of Transportation (FDOT) indexes.

B. Vendor/Contractor shall prepare a detailed traffic control plan designed to accomplish the level of performance outlined in the scope of work, and incorporating the methods and criteria contained in the Manual on Uniform Traffic Control Devices published by the U.S. Department

of Transportation and adopted as amended by the FDOT. This plan must be approved in writing by the Engineer.

C. The Engineer may inspect and monitor the traffic control scheme and devices of the Vendor/Contractor and shall, through the County's Inspector assigned to the project, make known his requirements for any alterations and adjustments to the control plan or devices. The Vendor/Contractor shall take direction only as appropriately expressed by the Inspector or Engineer.

2. Scope of Work

2.1. PROJECT DESCRIPTION

The Contractor will supply all materials, labor, and equipment in order to accomplish the reconstruction/replacement of 4" HDPE pipe water main, as described in the specifications and construction plans in Attachment B "Companero Phase 2 EOPCC" and Attachment C "100% Measurement and Pay-Companero Entra WM Phase 2" showing the proposed improvements in Hernando County, Florida.

2.2. SCOPE OF WORK

This project consists of but is not limited to:

- Replacement of 4" HDPE water main from valve to reducer as described in the specifications and construction plans in Attachment B "Companero Phase 2 EOPCC" and Attachment C "100% Measurement and Pay-Companero Entra WM Phase 2"
- Replace all the service lines while keeping existing sleeves for the associated water main.
- Install thrust blocks as delineated in the specifications and construction plans in Attachment B "Companero Phase 2 EOPCC" and Attachment C "100% Measurement and Pay-Companero Entra WM Phase 2"plan set.
- Moving the 4" Gate Valve, 4"x2" Reducer, 2" tee from the driveway located at 4159 Lily to green area in ROW.

All construction shall be in accordance with the 2013 Hernando County Utilities Department Specifications and Contruction Details which can be found here:

https://www.hernandocounty.us/home/showpublisheddocument/9299/638599247653070000 and

https://www.hernandocounty.us/home/showpublisheddocument/9297/638599247646200000.

Refer also to specifications and construction plans in Attachment B "Companero Phase 2 EOPCC" and Attachment C "100% Measurement and Pay-Companero Entra WM Phase 2"

The Vendor/Contractor shall comply with all applicable OSHA workplace safety requirements and shall accomplish the work in a manner providing for the safety of their equipment and workers and for the safety of the general public.

2.3. LOCATION OF THE WORK

The work to be performed in this contract will be performed on several streets off Companero Entra, in Hernando County, Florida. Refer to specifications and construction plans in Attachment B "Companero Phase 2 EOPCC" and Attachment C "100% Measurement and Pay-Companero Entra WM Phase 2"

2.4. SURVEY CONTROL

Contractor will furnish all surveys and construction stakeouts unless otherwise specified.

Contractor will provide horizontal control and benchmarks or elevations for vertical control.

Contractor shall furnish, free of charge, all stakes, all templates, and other materials necessary for marking and maintaining points and lines given.

Contractor shall be held responsible for the preservation of all stakes and markers, and if the stakes or markers are destroyed or disturbed, the cost of replacing them shall be charged against the Vendor/Contractor and shall be deducted from the payment for the work.

Contractor shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

2.5. TRAFFIC CONTROL

The Contractor shall be responsible for installing, operating, and maintaining all traffic control associated with the project, including detours, advance warnings, channelization, or other features, both at the immediate work site and at outlaying points as detailed on the construction plans or as referenced by the FDOT indexes.
Contractor shall prepare a detailed traffic control plan designed to accomplish the level of performance outlined in the scope of work, and incorporating the methods and criteria contained in the Manual on Uniform Traffic Control Devices published by the U.S. Department of Transportation and adopted as amended by the FDOT. This plan must be approved in writing by the Engineer.
The Engineer may inspect and monitor the traffic control scheme and devices of the Vendor/Contractor and shall, through the Project Manager or County's Designated Inspector assigned to the project, make known his requirements for any alterations and adjustments to the control plan or devices. The Vendor/Contractor shall take direction only as appropriately expressed by the Inspector or Engineer.

2.6. GENERAL REQUIREMENTS AND TECHNICAL SPECIFICATIONS

2.6.1 WORK COVERED BY CONTRACT DOCUMENTS/REQUIREMENTS

This project consists of but is not limited to the replacement the 4" HDPE water main from valve to reducer where specified on plans, replacement of all the service lines while keeping existing sleeves for the associated water main and installation of thrust blocks where delineated on plan set. Refer to specifications and construction plans in Attachment B "Companero Phase 2 EOPCC" and Attachment C "100% Measurement and Pay-Companero Entra WM Phase 2"

The Contractor shall perform the work complete, in place and ready for continuous service and shall include any repairs, replacements, and/or restoration required as a result of damages caused prior to acceptance by the County.

The Contractor shall furnish and install all materials, equipment and labor which is reasonably and properly inferable and necessary for the proper completion of the work, whether specifically indicated in the Contract Documents or not.

The Contractor shall coordinate with Hernando County Utilities when they are ready to connect to the existing mains to minimize any service related issues.

2.6.2 WORK SEQUENCE

All work done under this Work Authorization shall be done with a minimum of inconvenience to the users of the system. The Contractor shall coordinate the work with the County and private property owners such that existing utility services are maintained to all users to the maximum extent possible.

The Contractor shall, if necessary and feasible, construct the work in phases to accommodate the County's use of the premises during the construction period and coordinate the construction schedule and operations with the County's Representative.

2.6.3 CONSTRUCTION AREAS

The Contractor shall limit the use of the construction areas for work and for storage, to allow for:
a. Work by other Contractors
b. County's use
The Contractor will coordinate the use of work site under direction of the County's Representative.
The Contractor will assume full responsibility for the protection and safekeeping of products under this Contract stored on the site.
The Contractor will move any stored products under the Contractor's control which may interfere with operations of the County or separate contractor.

3. Pricing Proposal

COMPANERO ENTRA WATER MAIN REPLACEMENT PHASE 2

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
I. GENERAL CONDITIONS					
1	MOBILIZATION / DEMOBILIZATION	1	LS	$10,000.00	$10,000.00
2	BONDING & INSURANCE	1	LS	$21,500.00	$21,500.00
3	MAINTNANCE OF TRAFFIC	1	LS	$10,000.00	$10,000.00
4	CONSTRUCTION SURVEY LAYOUT / AS-BUILT	1	LS	$8,500.00	$8,500.00
5	EROSION AND SEDIMENT CONTROL	1	LS	$6,500.00	$6,500.00
6	PRE-POST COLOR AUDIO VIDEO RECORDINGS	1	LS	$1,500.00	$1,500.00
7	GOPHER TORTOISE SURVEY AND PERMITTING	1	LS	$3,800.00	$3,800.00
8	GOPHER TORTOISE TO BE BUCKET TRAPPED, PULLED, OR MONITORED (UP TO 3)	3	EA	$1,800.00	$5,400.00
9	GOPHER TORTOISE RELOCATION (UP TO 3)	3	EA	$8,640.00	$25,920.00
10	ABANDON WATER MAIN IN PLACE	1	LS	$4,800.00	$4,800.00
II. CAMELIA DRIVE					
11	FURNISH AND INSTALL 4" C-900 DR18 PVC	390	LF	$102.39	$39,932.10
12	CONNECTION BETWEEN PROPOSED 4" WM TO EXISTING REDUCER / GATE VALVE	2	EA	$6,050.64	$12,101.28
13	TAP AND CONNECT EXISTING WATER SERVICES (4 SHORT , 3 LONG)	7	EA	$3,499.20	$24,494.40

14	4" 45 DEGREE DIP FITTINGS	2	EA	$558.93	$1,117.86
15	THRUST BLOCK	5	EA	$93.60	$468.00
III. ORCHARD DR					
16	FURNISH AND INSTALL 4" C-900 DR18 PVC	315	LF	$102.39	$32,252.85
17	CONNECTION BETWEEN PROPOSED 4" WM TO EXISTING REDUCER / GATE VALVE	2	EA	$6,050.64	$12,101.28
18	TAP AND CONNECT EXISTING WATER SERVICES (3 SHORT , 3 LONG)	6	EA	$3,499.20	$20,995.20
19	4" 45 DEGREE DIP FITTINGS	4	EA	$558.93	$2,235.72
20	THRUST BLOCK	4	EA	$93.60	$374.40
IV. LILY DRIVE					
21	FURNISH AND INSTALL 4" C-900 DR18 PVC	405	LF	$102.39	$41,467.95
22	CONNECTION BETWEEN PROPOSED 4" WM TO EXISTING REDUCER / GATE VALVE	2	EA	$6,050.64	$12,101.28
23	TAP AND CONNECT EXISTING WATER SERVICES (3 SHORT , 4 LONG)	7	EA	$3,499.20	$24,494.40
24	4" 45 DEGREE DIP FITTINGS	4	EA	$558.93	$2,235.72
25	THRUST BLOCK	4	EA	$93.60	$374.40
26	4" GATE VALVE	1	EA	$2,784.00	$2,784.00
27	4"X2" REDUCER	1	EA	$257.56	$257.56
28	2" TEE	1	EA	$56.84	$56.84
29	2" COUPLING	2	EA	$6.00	$12.00
30	2" POLY	20	LF	$4.23	$84.60
31	DRIVEWAY REPLACEMENT (4159 LILY DR, 4115 LILY DR)	2	EA	$11,146.80	$22,293.60
V. CENTAVO COURT					

32	FURNISH AND INSTALL 4" C-900 DR18 PVC	375	LF	$102.39	$38,396.25
33	CONNECTION BETWEEN PROPOSED 4" WM TO EXISTING REDUCER / GATE VALVE	2	EA	$6,050.64	$12,101.28
34	TAP AND CONNECT EXISTING WATER SERVICES (2 SHORT , 3 LONG)	5	EA	$3,499.20	$17,496.00
35	4" 45 DEGREE DIP FITTINGS	4	EA	$558.93	$2,235.72
36	THRUST BLOCK	4	EA	$93.60	$374.40
37	DECRATIVE ROCK REPLACMENT (4052 CENTAVO CT)	1	EA	$4,500.00	$4,500.00
VI. RESTORATION					
38	SOD RESTORATION	1	LS	$15,000.00	$15,000.00
	Total				**$440,259.09**

Anti-Human Trafficking Affidavit

In compliance with Fla. Stat. § 787.06(13), this affidavit must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with Hernando County or any of its subordinate units (the "Governmental Entity").

1. My name is Daniel Goodwin, Jr. and I am over eighteen years of age. The following information is given from my own personal knowledge.

2. I am an officer or representative with Goodwin Bros Construction, Inc., a non-governmental entity (the "Nongovernmental Entity"). I am authorized to provide this affidavit on behalf of Nongovernmental Entity.

3. Neither Nongovernmental Entity, nor any of its subsidiaries or affiliates, uses *coercion* for *labor* or *services*, as such italicized terms are defined in Fla. Stat. § 787.06, as it may be amended from time to time.

4. If, at any time in the future, Nongovernmental Entity does use coercion for labor or services, Nongovernmental Entity will immediately notify Governmental Entity and no contracts may be executed, renewed, or extended between the parties.

5. This declaration is made pursuant to Fla, Stat. § 92.525. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I Daniel Goodwin, Jr., declare that I have read the foregoing Anti-Human Trafficking Affidavit and that the facts stated in it are true.

FURTHER AFFIANT SAYETH NAUGHT.

Goodwin Bros Construction, Inc.
Name of Nongovernmental Entity

Daniel Goodwin, Jr.
Printed Name of Affiant

President
Title of Affiant

Signature of Affiant

7/21/2025
Date

Foreign Countries of Concern

Pursuant to 287.138 F.S., effective July 1, 2023, the County may not enter into contracts which grants the Vendor/Contractor access to personal identifiable information if: a) the Contractor is owned by the government of a Foreign Country of Concern (as defined by the statute): (b) the government of a Foreign Country of Concern has a controlling interest in the entity; or (c) the Contractor is organized under the law of or has its principal place of business in a Foreign Country of Concern.

Beginning July 1, 2025, a governmental entity is prohibited from extending or renewing a contract with an entity meeting the requirements of (a) to (c) above, if the contract would give such entity access to an individual's personal identifying information.

The Contracting with Entities of Foreign Countries of Concern Prohibited Affidavit Form ("Form") is required by Section 287.138, Florida Statutes ("F.S."), which is deemed as being expressly incorporated into this Form. The Affidavit must be completed by a person authorized to make this attestation on behalf of the Bidder's/Proposer's for the purpose of submitting a bid, proposal, quote, or other response, or otherwise entering into a contract with the County. The associated bid, proposal, quote, or other response will not be accepted unless and until this completed and executed Affidavit is submitted to the County.

Bidder's/Proposer's Legal Company Name: Goodwin Bros Construction, Inc. does not meet any of the criteria set forth in Paragraphs 2 (a) – (c) of Section 287.138, FS.

Pursuant to Section 92.525, F.S., under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Print Name of Bidder's/Proposer's Authorized Representative: Daniel Goodwin, Jr.

Title of Bidder's/Proposer's Authorized Representative: President

Signature of Bidder's/Proposer's Authorized Representative:

Date: 7/21/2025

HERNANDO CO BOARD OF CO COMMISSIONERS
EXPENDITURE STATUS REPORT

SELECTION CRITERIA: orgn.fund='4121' and expledgr.key_orgn='07201' and expledgr.account='5626302'
ACCOUNTING PERIOD: 11/25

SORTED BY: FUND,DEPARTMENT,1ST SUBTOTAL,ACCOUNT
TOTALED ON: FUND,DEPARTMENT,1ST SUBTOTAL
PAGE BREAKS ON: FUND,DEPARTMENT

FUND-4121 HCUD RENEWAL AND REPLCMNT
DEPARTMENT-07201 RENEWAL AND REPLACEMENT
1ST SUBTOTAL-560 * CAPITAL OUTLAY

ACCOUNT	- - - - - TITLE - - - - -	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/ BUD
5626302	IMPROV-WATER LINE UPGRAD	4,392,975.00	.00	837,854.13	136,763.31	3,418,357.56	22.19
	TOTAL * CAPITAL OUTLAY	4,392,975.00	.00	837,854.13	136,763.31	3,418,357.56	22.19
	TOTAL RENEWAL AND REPLACEMENT	4,392,975.00	.00	837,854.13	136,763.31	3,418,357.56	22.19
	TOTAL HCUD RENEWAL AND REPLCM	4,392,975.00	.00	837,854.13	136,763.31	3,418,357.56	22.19
TOTAL REPORT		4,392,975.00	.00	837,854.13	136,763.31	3,418,357.56	22.19

PROCUREMENT DEPARTMENT

15470 FLIGHT PATH DRIVE ◆ BROOKSVILLE, FLORIDA 34604
P 352.754.4020 ◆ F 352.754.4199 ◆ W www.HernandoCounty.us

DATE: 07/29/25

TO: Alisa Pike, FCCM, Procurement Manager

CC: Erin Kluis Briggs, Grant Manager

FROM: Kerry Jones, Project Manager

SUBJECT: Recommendation for Award of Quote 23-T00040/AP Q 36
Solicitation Name: Companero Phase 2

The attached bid received from GOODWIN BROTHERS CONSTRUCTION INC for the above referenced solicitation is submitted as recommendation for award.

Items 1 through 5 below have been completed.

Total Contract Bid Price for this award is: $440,259.09

1. Reference checks are satisfactory: (Reviewed under 23-T00040/AP) X YES __NO
   If no, provide an explanation using the space provided below and/or attached to this form.
2. Recommend award as responsive and responsible bidder: X YES __NO
   If no, provide a detailed explanation using the space provided below and/or attached to this form.
3. Request Next Bidder? __ YES X NO
4. Provide a statement that addresses the reason(s) for your recommendation or rejection. Include your basis for determining that pricing is fair and reasonable and that the Bidder has the ability and resources to perform in accordance with the bid terms, conditions and scope.

We (HCUD) believe the contract bid price to be fair and within budget. The bidder GOODWIN BROTHERS CONSTRUCTION INC has done numerous jobs for Hernando County. We believe the bidder has done numerous project of this scale and has the means and methods to turn over a complete remodel within terms, conditions, and scope.

5. Provide the funding information:
   a. Fund 4121 Dept 07201 Account 5626302
   b. Fund _____ Dept _____ Account _____

Recommendation Approved By: Rejected Date: 8/1/2025
Department Director/Manager

County of Hernando
Procurement Department
Carla Rossiter-Smith, Chief Procurement Officer
15470 Flight Path Drive, Brooksville, FL 34604
(352) 754-4020

NOTICE OF INTENT TO AWARD

No. 23-T00040/AP Q 36A

Reconstruction of Water Main for Companero Entra PH II: Phase 2 (re-bid)

RESPONSE DEADLINE: July 21, 2025 at 5:00 pm

Thursday, August 7, 2025

DATE: August 7, 2025

TO: All Interested Parties

After a thorough review of the bid(s)/proposal(s) received, Hernando County Government staff intends to recommend to the Board of County Commissioners of Hernando County, Florida, a contract award for the above solicitation be approved with:

Goodwin Brothers Construction, Inc

14341 Ponce De Leon Blvd

Brooksville, FL 34601

The tentative date for this recommendation is September 9, 2025. The final contract award is subject to funding availability, insurance coverage, and approval by the Board of County Commissioners of Hernando County, Florida.

Any Bidder who protests the Bid Specifications or Award or Intent to Award, must file with the County a notice of protest and formal written protest in compliance with the Hernando County Procurement Manual, Section 22, which can be found at http://www.hernandocounty.us/home/showpublisheddocument/9013. Failure to timely file such documents will constitute a waiver of proceedings. Failure to file a protest within the time prescribed by, or failure to post the bond or other security in strict accordance with, the Hernando County Procurement Manual, Section 22, shall constitute a waiver of protest proceedings."

Thank you for your interest in conducting business with Hernando County Government.

Sincerely,

Alisa Pike

For: Carla Rossiter-Smith, MSM, PMP, GPC
Chief Procurement Officer

County of Hernando
Procurement Department
Carla Rossiter-Smith, Chief Procurement Officer
15470 Flight Path Drive, Brooksville, FL 34604

EVALUATION TABULATION

PQu No. 23-T00040/AP Q 36A

Reconstruction of Water Main for Companero Entra PH II: Phase 2 (re-bid)

RESPONSE DEADLINE: July 21, 2025 at 5:00 pm

Report Generated: Tuesday, July 22, 2025

SELECTED VENDOR TOTALS

Vendor	Total
Goodwin Brothers Construction, Inc	$440,259.09

COMPANERO ENTRA WATER MAIN REPLACEMENT PHASE 2

COMPANERO ENTRA WATER MAIN REPLACEMENT PHASE 2					Goodwin Brothers Construction, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
I. GENERAL CONDITIONS						
X	1	MOBILIZATION / DEMOBILIZATION	1	LS	$10,000.00	$10,000.00
X	2	BONDING & INSURANCE	1	LS	$21,500.00	$21,500.00
X	3	MAINTNANCE OF TRAFFIC	1	LS	$10,000.00	$10,000.00
X	4	CONSTRUCTION SURVEY LAYOUT / AS-BUILT	1	LS	$8,500.00	$8,500.00
X	5	EROSION AND SEDIMENT CONTROL	1	LS	$6,500.00	$6,500.00
X	6	PRE-POST COLOR AUDIO VIDEO RECORDINGS	1	LS	$1,500.00	$1,500.00

COMPANERO ENTRA WATER MAIN REPLACEMENT PHASE 2					Goodwin Brothers Construction, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	7	GOPHER TORTOISE SURVEY AND PERMITTING	1	LS	$3,800.00	$3,800.00
X	8	GOPHER TORTOISE TO BE BUCKET TRAPPED, PULLED, OR MONITORED (UP TO 3)	3	EA	$1,800.00	$5,400.00
X	9	GOPHER TORTOISE RELOCATION (UP TO 3)	3	EA	$8,640.00	$25,920.00
X	10	ABANDON WATER MAIN IN PLACE	1	LS	$4,800.00	$4,800.00
II. CAMELIA DRIVE						
X	11	FURNISH AND INSTALL 4" C-900 DR18 PVC	390	LF	$102.39	$39,932.10
X	12	CONNECTION BETWEEN PROPOSED 4" WM TO EXISTING REDUCER / GATE VALVE	2	EA	$6,050.64	$12,101.28
X	13	TAP AND CONNECT EXISTING WATER SERVICES (4 SHORT , 3 LONG)	7	EA	$3,499.20	$24,494.40
X	14	4" 45 DEGREE DIP FITTINGS	2	EA	$558.93	$1,117.86
X	15	THRUST BLOCK	5	EA	$93.60	$468.00
III. ORCHARD DR						
X	16	FURNISH AND INSTALL 4" C-900 DR18 PVC	315	LF	$102.39	$32,252.85
X	17	CONNECTION BETWEEN PROPOSED 4" WM TO EXISTING REDUCER / GATE VALVE	2	EA	$6,050.64	$12,101.28
X	18	TAP AND CONNECT EXISTING WATER SERVICES (3 SHORT , 3 LONG)	6	EA	$3,499.20	$20,995.20

COMPANERO ENTRA WATER MAIN REPLACEMENT PHASE 2					Goodwin Brothers Construction, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	19	4" 45 DEGREE DIP FITTINGS	4	EA	$558.93	$2,235.72
X	20	THRUST BLOCK	4	EA	$93.60	$374.40
IV. LILY DRIVE						
X	21	FURNISH AND INSTALL 4" C-900 DR18 PVC	405	LF	$102.39	$41,467.95
X	22	CONNECTION BETWEEN PROPOSED 4" WM TO EXISTING REDUCER / GATE VALVE	2	EA	$6,050.64	$12,101.28
X	23	TAP AND CONNECT EXISTING WATER SERVICES (3 SHORT , 4 LONG)	7	EA	$3,499.20	$24,494.40
X	24	4" 45 DEGREE DIP FITTINGS	4	EA	$558.93	$2,235.72
X	25	THRUST BLOCK	4	EA	$93.60	$374.40
X	26	4" GATE VALVE	1	EA	$2,784.00	$2,784.00
X	27	4"X2" REDUCER	1	EA	$257.56	$257.56
X	28	2" TEE	1	EA	$56.84	$56.84
X	29	2" COUPLING	2	EA	$6.00	$12.00
X	30	2" POLY	20	LF	$4.23	$84.60
X	31	DRIVEWAY REPLACEMENT (4159 LILY DR, 4115 LILY DR)	2	EA	$11,146.80	$22,293.60
V. CENTAVO COURT						

COMPANERO ENTRA WATER MAIN REPLACEMENT PHASE 2					Goodwin Brothers Construction, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	32	FURNISH AND INSTALL 4" C-900 DR18 PVC	375	LF	$102.39	$38,396.25
X	33	CONNECTION BETWEEN PROPOSED 4" WM TO EXISTING REDUCER / GATE VALVE	2	EA	$6,050.64	$12,101.28
X	34	TAP AND CONNECT EXISTING WATER SERVICES (2 SHORT , 3 LONG)	5	EA	$3,499.20	$17,496.00
X	35	4" 45 DEGREE DIP FITTINGS	4	EA	$558.93	$2,235.72
X	36	THRUST BLOCK	4	EA	$93.60	$374.40
X	37	DECRATIVE ROCK REPLACMENT (4052 CENTAVO CT)	1	EA	$4,500.00	$4,500.00
VI. RESTORATION						
X	38	SOD RESTORATION	1	LS	$15,000.00	$15,000.00
Total						$440,259.09

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	Goodwin Brothers Construction, Inc
Bid Confirmation	Pass
Anti-Human Trafficking Affidavit	Pass
Foreign Countries of Concern	Pass

Alisa Pike 7-22-25

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA
WORK AUTHORIZATION AGREEMENT

This Contract, entered into this _____ day of _____ 2025, by and between the Hernando County Board of County Commissioners, hereafter called the COUNTY, and Goodwin Brothers Construction, Inc., 14341 Ponce De Leon Blvd, Brooksville, FL 34601 hereinafter called the VENDOR/CONTRACTOR. Owner and Vendor/Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follow:

CONSTRUCTION SERVICES FOR PROJECTS UNDER $500K - RFQ NO. 23-T00040/AP

Reconstruction of Water Main for Companero Entra PH II: Phase 2 (re-bid) Quote No. 36A

ARTICLE 1 – CONTRACT DOCUMENTS

1.01 The Vendor/Contractor shall furnish all labor, equipment and materials and perform the work per Construction Project in strict accordance with the General Conditions, Special Conditions, Supplementary Conditions, Exhibits, Plans, Specifications, and other Contract Documents, all of which are made a part hereof and designated as follows:

A. The Contract Documents for ITB 23-T00040/AP consist of the following:

Solicitation-Offer-Award

Advertisement of Request for Qualifications

Definitions

Solicitation Document

General Conditions for Quotes

Special Conditions for Quotes

Construction Conditions

Scope of Work

Technical Specifications

Required Forms

Request for Quote – Reconstruction of Water Main for Companero Entra PH II: Phase 2 (re-bid) Quote No. 36A

Work Authorization and Required Documents After Award

Construction Agreement and Required Documents After Award

Request for Quote Exhibits
Exhibit A – General Requirements and Technical Specifications
Exhibit B – Plans/Drawings

All addenda issued by the County prior to the receipt of Quotes and all supplementary drawings issued after award of the Contract become part of the Contract Document.

Amending and Supplementing Contract Documents:

The Contract Documents may be amended to provide for additions, deletions, and revisions in the work or to modify the terms and conditions thereof by Change Order.

The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the work may be authorized, by one or more of the following ways:

1. A Field Order;
2. Engineer's approval of a shop drawing or sample; or -
3. Engineer's written interpretation or clarification per the provisions described in the Contract Documents.

In resolving such conflicts, errors and discrepancies, the documents shall be given preference in the following order:

Agreement, Specifications, Drawings, Solicitation Instructions. Within the specifications the order of preference shall be as follows: Addenda, General Conditions, Technical Specifications. Figure dimensions on drawings shall govern over scale dimensions, and the detailed drawings shall govern over general drawings. Any work that may reasonably be inferred from the specifications or drawings as being required to produce the intended result shall be supplied whether or not it is specifically called for. Work materials or equipment described in words which so applied have a well-known technical or trade meaning shall be deemed to refer to such recognized standards. In case of conflict the more stringent requirements shall take precedence and govern.

The Vendor/Contractor shall take no advantage of any error or omission in the plans or of any discrepancy between the plans and specifications, and the Engineer shall make such interpretation as may be deemed necessary for the fulfillment of the intent of the plans and specifications as construed by him and his decision shall be final.

All provisions required by law to be inserted in this Contract, whether actually inserted or not.

Exhibits to this Agreement (as follows):

1. Vendor/Contractor's Quote
2. Documentation submitted by Vendor/Contractor after to Notice of Award:

    a. Insurance Certificate

B. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

1. Notice to Proceed
2. Change Order(s)

C. The documents listed in this Article are attached to this Agreement (except as expressly noted otherwise).

D. There are no Contract Documents other than those listed in this Article.

E. The Contract Documents may only be amended, modified, or supplemented as stated in Paragraph 33.

ARTICLE 2 - THE ENGINEER

2.01 Engineer in the administration of this Contract and any references to the Engineer or the Professional shall be deemed to mean **N/A**, for the plans and specifications. **Kerry Jones, Charles Turner or Brad Smith** will act as the Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the work in accordance with their respective scope of work and the Contract Documents.

ARTICLE 3 - CONTRACT TIMES

3.01 Time of the Essence:

A. All time limits for completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

3.02 Days to Achieve Substantial Completion and Final Payment:

A. Vendor/Contractor agrees that the work will be substantially complete within ninety **days to substantial completion (90)** calendar days after the commencement date indicated in the Notice to Proceed and ready for final payment within one hundred twenty **days to final completion (120)** calendar days after the date indicated on the Notice to Proceed.

3.03 Liquidated Damages:

Vendor/Contractor and Owner agree for each consecutive calendar day that the work remains incomplete after the Contract date established for Substantial Completion and/or Final Completion, the County will retain from the compensation otherwise to be paid to the Vendor/Contractor the sum of two hundred fifty dollars and zero cents **($250.00)**. This amount is the minimum measure of damages the County will sustain by failure of the

Vendor/Contractor to complete all remedial work, correct deficient work, clean up the project and other miscellaneous tasks as required to complete all work specified.

ARTICLE 4 – CONTRACT PRICE

4.01 Owner shall pay Vendor/Contractor for completion of the work in accordance with the Quote an amount in current funds equal to the sum of the amounts determined pursuant to the Paragraphs below:

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
I. GENERAL CONDITIONS					
1	MOBILIZATION /	1	LS	$10,000.00	$10,000.00
2	BONDING & INSURANCE	1	LS	$21,500.00	$21,500.00
3	MAINTNANCE OF TRAFFIC	1	LS	$10,000.00	$10,000.00
4	CONSTRUCTION SURVEY LAYOUT / AS-BUILT	1	LS	$8,500.00	$8,500.00
5	EROSION AND SEDIMENT	1	LS	$6,500.00	$6,500.00
6	PRE-POST COLOR AUDIO VIDEO RECORDINGS	1	LS	$1,500.00	$1,500.00
7	GOPHER TORTOISE SURVEY AND PERMITTING	1	LS	$3,800.00	$3,800.00
10	ABANDON WATER MAIN IN	1	LS	$4,800.00	$4,800.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
VI. RESTORATION					
38	SOD RESTORATION	1	LS	$15,000.00	$15,000.00
			TOTAL LUMP SUM		**81,600.00**

A. For all work other than Unit Price Work, a Lump Sum of:

Eighty-one thousand six hundred dollars and zero cents (words) — ($81,600.00) (figure)

All specific cash allowances are included in the above price and have been computed in accordance with Paragraph 34.2.2.

B. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in this Paragraph:

As provided in Paragraph 34.3, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Owner Designated Representative as provided in Paragraph 34.3. Unit prices have been computed as provided in Paragraph 34.3.

UNIT PRICE WORK

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
I. GENERAL CONDITIONS					
8	GOPHER TORTOISE TO BE BUCKET TRAPPED, PULLED, OR MONITORED (UP TO 3)	3	EA	$1,800.00	$5,400.00
9	GOPHER TORTOISE RELOCATION (UP TO 3)	3	EA	$8,640.00	$25,920.00
II. CAMELIA DRIVE					
11	FURNISH AND INSTALL 4" C-900 DR18 PVC	390	LF	$102.39	$39,932.10
12	CONNECTION BETWEEN PROPOSED 4" WM TO EXISTING REDUCER / GATE VALVE	2	EA	$6,050.64	$12,101.28
13	TAP AND CONNECT EXISTING WATER SERVICES (4 SHORT , 3	7	EA	$3,499.20	$24,494.40
14	4" 45 DEGREE DIP FITTINGS	2	EA	$558.93	$1,117.86
15	THRUST BLOCK	5	EA	$93.60	$468.00
III. ORCHARD DR					
16	FURNISH AND INSTALL 4" C-900 DR18 PVC	315	LF	$102.39	$32,252.85
17	CONNECTION BETWEEN PROPOSED 4" WM TO EXISTING REDUCER / GATE VALVE	2	EA	$6,050.64	$12,101.28
18	TAP AND CONNECT EXISTING WATER SERVICES (3 SHORT , 3	6	EA	$3,499.20	$20,995.20
19	4" 45 DEGREE DIP FITTINGS	4	EA	$558.93	$2,235.72
20	THRUST BLOCK	4	EA	$93.60	$374.40
IV. LILY DRIVE					
21	FURNISH AND INSTALL 4" C-900 DR18 PVC	405	LF	$102.39	$41,467.95
22	CONNECTION BETWEEN PROPOSED 4" WM TO EXISTING REDUCER / GATE VALVE	2	EA	$6,050.64	$12,101.28
23	TAP AND CONNECT EXISTING WATER SERVICES (3 SHORT , 4	7	EA	$3,499.20	$24,494.40
24	4" 45 DEGREE DIP FITTINGS	4	EA	$558.93	$2,235.72
25	THRUST BLOCK	4	EA	$93.60	$374.40
26	4" GATE VALVE	1	EA	$2,784.00	$2,784.00
27	4"X2" REDUCER	1	EA	$257.56	$257.56
28	2" TEE	1	EA	$56.84	$56.84
29	2" COUPLING	2	EA	$6.00	$12.00
30	2" POLY	20	LF	$4.23	$84.60
31	DRIVEWAY REPLACEMENT (4159 LILY DR, 4115 LILY DR)	2	EA	$11,146.80	$22,293.60
V. CENTAVO COURT					
32	FURNISH AND INSTALL 4" C-900 DR18 PVC	375	LF	$102.39	$38,396.25
33	CONNECTION BETWEEN PROPOSED 4" WM TO EXISTING REDUCER / GATE VALVE	2	EA	$6,050.64	$12,101.28
34	TAP AND CONNECT EXISTING WATER SERVICES (2 SHORT , 3	5	EA	$3,499.20	$17,496.00
35	4" 45 DEGREE DIP FITTINGS	4	EA	$558.93	$2,235.72
36	THRUST BLOCK	4	EA	$93.60	$374.40
37	DECRATIVE ROCK REPLACMENT (4052 CENTAVO CT)	1	EA	$4,500.00	$4,500.00
			TOTAL UNIT PRICE ITEMS		**$358,659.09**

ESTIMATED TOTAL OF ALL UNIT PRICE WORK	$ Three hundred fifty-eight thousand six hundred fifty-nine dollars and nine cents (use words)	$(358,659.09) (figure)
TOTAL OF LUMP SUM AND UNIT PRICE WORK:	**Four hundred forty thousand two hundred fifty-nine dollars and nine cents** (use words)	**$440,259.09** (figure)

ARTICLE 5 – PAYMENT PROCEDURES

5.01 Submittal and Processing of Payments:

A. Vendor/Contractor shall submit Applications for Payment in accordance with Paragraph 37.2.1. Applications for Payment will be processed by Owner Designated Representative as provided in the Contract Documents.

5.02 Progress Payments; Retainage:

A. Owner shall make progress payments on account of the Contract Price on the basis of Vendor/Contractor's Applications for Payment not later than the time periods established by applicable provisions of the Florida Prompt Payment Act, Part VII, Ch. 218.735, F.S. (current version), during performance of the work as provided in Paragraphs below. All such payments will be measured by the Schedule of Values (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner Designated Representative may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract Documents:

   a. Ninety-five (95%) of work completed (with the balance being retainage); and

   b. Ninety-five (95%) of cost of materials and equipment not incorporated in the work (with the balance being retainage).

5.03 Final Payment:

A. Upon receipt of the final Application for Payment accompanied by Owner Designated Representative's recommendation of payment in accordance with Paragraph 37.7.1, Owner shall pay Vendor/Contractor the remainder of the Contract Price as recommended by Owner Designated Representative, less any sum Owner is entitled to set off against Owner Designated Representative's recommendation, including but not limited to liquidated damages.

B. Final Payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Vendor/Contractor when the work has been completed, the Contract fully performed, and a final Certificate for Payment has been issued by the Owner Designated Representative.

ARTICLE 6 – INTEREST

6.01 All monies not paid when due shall bear interest at the maximum legal rate.

ARTICLE 7 – VENDOR/CONTRACTOR'S REPRESENTATIONS

7.01 In order to induce Owner to enter into this Agreement Vendor/Contractor makes the following representations:

A. Vendor/Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bid Documents.

B. Vendor/Contractor has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, and performance of the work.

C. Vendor/Contractor is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the work.

D. Vendor/Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

E. Vendor/Contractor is aware of the general nature of work to be performed by Owner and others at the site that relates to the work as indicated in the Contract Documents.

F. Vendor/Contractor has correlated the information known to Vendor/Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

G. Vendor/Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Vendor/Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Vendor/Contractor.

H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the work.

ARTICLE 8 – MISCELLANEOUS

8.01 Terms:

A. Terms used in this Agreement will have the meanings stated in the Contract Documents.

8.02 Assignment of Contract:

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, monies that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.03 Successors and Assigns:

A. Owner and Vendor/Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, Agreements, and obligations contained in the Contract Documents.

8.04 Severability:

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Vendor/Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

8.05 This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

ARTICLE 9 – CONTRACT PAYMENT

9.01 The County agrees to pay the Vendor/Contractor for the faithful performance under this Contract for the agreed amount of Forty thousand four hundred eleven Dollars and zero cents ($0.00) and is based on the lump sum prices contained herein and subject to additions or deductions as modified.

IN WITNESS WHEREOF, Owner and Vendor/Contractor have signed this Agreement in two (2) copies. All portions of the Contract Documents have been signed, initialed, or identified by Owner and Vendor/Contractor.

OWNER:
HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____

Name: BRIAN HAWKINS

Title: CHAIRMAN

]

VENDOR/CONTRACTOR

Goodwin Bros. Const.

By: _____

Name: Daniel Goodwin Jr

Title: President

[CORPORATE SEAL]

Oscara Reyes

Attest: _____

Title: Secretary

Address for giving notices:

Agent for service of process:

(If Vendor/Contractor is a corporation or a partnership, attach evidence of authority to sign.)

Anti-Human Trafficking Affidavit

In compliance with Fla. Stat. § 787.06(13), this affidavit must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with Hernando County or any of its subordinate units (the "Governmental Entity").

1. My name is Daniel Goodwin, Jr. and I am over eighteen years of age. The following information is given from my own personal knowledge.

2. I am an officer or representative with Goodwin Bros Construction, Inc., a non-governmental entity (the "Nongovernmental Entity"). I am authorized to provide this affidavit on behalf of Nongovernmental Entity.

3. Neither Nongovernmental Entity, nor any of its subsidiaries or affiliates, uses *coercion* for *labor* or *services*, as such italicized terms are defined in Fla. Stat. § 787.06, as it may be amended from time to time.

4. If, at any time in the future, Nongovernmental Entity does use coercion for labor or services, Nongovernmental Entity will immediately notify Governmental Entity and no contracts may be executed, renewed, or extended between the parties.

5. This declaration is made pursuant to Fla, Stat. § 92.525. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I Daniel Goodwin, Jr., declare that I have read the foregoing Anti-Human Trafficking Affidavit and that the facts stated in it are true.

FURTHER AFFIANT SAYETH NAUGHT.

Goodwin Bros Construction, Inc.
Name of Nongovernmental Entity

Daniel Goodwin, Jr.
Printed Name of Affiant

President
Title of Affiant

Signature of Affiant

7/21/2025
Date

Foreign Countries of Concern

Pursuant to 287.138 F.S., effective July 1, 2023, the County may not enter into contracts which grants the Vendor/Contractor access to personal identifiable information if: a) the Contractor is owned by the government of a Foreign Country of Concern (as defined by the statute): (b) the government of a Foreign Country of Concern has a controlling interest in the entity; or (c) the Contractor is organized under the law of or has its principal place of business in a Foreign Country of Concern.

Beginning July 1, 2025, a governmental entity is prohibited from extending or renewing a contract with an entity meeting the requirements of (a) to (c) above, if the contract would give such entity access to an individual's personal identifying information.

The Contracting with Entities of Foreign Countries of Concern Prohibited Affidavit Form ("Form") is required by Section 287.138, Florida Statutes ("F.S."), which is deemed as being expressly incorporated into this Form. The Affidavit must be completed by a person authorized to make this attestation on behalf of the Bidder's/Proposer's for the purpose of submitting a bid, proposal, quote, or other response, or otherwise entering into a contract with the County. The associated bid, proposal, quote, or other response will not be accepted unless and until this completed and executed Affidavit is submitted to the County.

Bidder's/Proposer's Legal Company Name: Goodwin Bros Construction, Inc. does not meet any of the criteria set forth in Paragraphs 2 (a) – (c) of Section 287.138, FS.

Pursuant to Section 92.525, F.S., under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Print Name of Bidder's/Proposer's Authorized Representative: Daniel Goodwin, Jr.

Title of Bidder's/Proposer's Authorized Representative: President

Signature of Bidder's/Proposer's Authorized Representative:

Date: 7/21/2025

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA
WORK AUTHORIZATION AGREEMENT

This Contract, entered into this 9th day of September 2025, by and between the Hernando County Board of County Commissioners, hereafter called the COUNTY, and Goodwin Brothers Construction, Inc., 14341 Ponce De Leon Blvd, Brooksville, FL 34601 hereinafter called the VENDOR/CONTRACTOR. Owner and Vendor/Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follow:

CONSTRUCTION SERVICES FOR PROJECTS UNDER $500K - RFQ NO. 23-T00040/AP

Reconstruction of Water Main for Companero Entra PH II: Phase 2 (re-bid) Quote No. 36A

ARTICLE 1 – CONTRACT DOCUMENTS

1.01 The Vendor/Contractor shall furnish all labor, equipment and materials and perform the work per Construction Project in strict accordance with the General Conditions, Special Conditions, Supplementary Conditions, Exhibits, Plans, Specifications, and other Contract Documents, all of which are made a part hereof and designated as follows:

A. The Contract Documents for ITB 23-T00040/AP consist of the following:

Solicitation-Offer-Award

Advertisement of Request for Qualifications

Definitions

Solicitation Document

General Conditions for Quotes

Special Conditions for Quotes

Construction Conditions

Scope of Work

Technical Specifications

Required Forms

Request for Quote – Reconstruction of Water Main for Companero Entra PH II: Phase 2 (re-bid) Quote No. 36A

Work Authorization and Required Documents After Award

Construction Agreement and Required Documents After Award

Request for Quote Exhibits
Exhibit A – General Requirements and Technical Specifications
Exhibit B – Plans/Drawings

All addenda issued by the County prior to the receipt of Quotes and all supplementary drawings issued after award of the Contract become part of the Contract Document.

Amending and Supplementing Contract Documents:

The Contract Documents may be amended to provide for additions, deletions, and revisions in the work or to modify the terms and conditions thereof by Change Order.

The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the work may be authorized, by one or more of the following ways:

1. A Field Order;
2. Engineer's approval of a shop drawing or sample; or -
3. Engineer's written interpretation or clarification per the provisions described in the Contract Documents.

In resolving such conflicts, errors and discrepancies, the documents shall be given preference in the following order:

Agreement, Specifications, Drawings, Solicitation Instructions. Within the specifications the order of preference shall be as follows: Addenda, General Conditions, Technical Specifications. Figure dimensions on drawings shall govern over scale dimensions, and the detailed drawings shall govern over general drawings. Any work that may reasonably be inferred from the specifications or drawings as being required to produce the intended result shall be supplied whether or not it is specifically called for. Work materials or equipment described in words which so applied have a well-known technical or trade meaning shall be deemed to refer to such recognized standards. In case of conflict the more stringent requirements shall take precedence and govern.

The Vendor/Contractor shall take no advantage of any error or omission in the plans or of any discrepancy between the plans and specifications, and the Engineer shall make such interpretation as may be deemed necessary for the fulfillment of the intent of the plans and specifications as construed by him and his decision shall be final.

All provisions required by law to be inserted in this Contract, whether actually inserted or not.

Exhibits to this Agreement (as follows):

1. Vendor/Contractor's Quote
2. Documentation submitted by Vendor/Contractor after to Notice of Award:

    a. Insurance Certificate

B. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

1. Notice to Proceed
2. Change Order(s)

C. The documents listed in this Article are attached to this Agreement (except as expressly noted otherwise).

D. There are no Contract Documents other than those listed in this Article.

E. The Contract Documents may only be amended, modified, or supplemented as stated in Paragraph 33.

ARTICLE 2 - THE ENGINEER

2.01 Engineer in the administration of this Contract and any references to the Engineer or the Professional shall be deemed to mean **N/A**, for the plans and specifications. **Kerry Jones, Charles Turner or Brad Smith** will act as the Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the work in accordance with their respective scope of work and the Contract Documents.

ARTICLE 3 - CONTRACT TIMES

3.01 Time of the Essence:

A. All time limits for completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

3.02 Days to Achieve Substantial Completion and Final Payment:

A. Vendor/Contractor agrees that the work will be substantially complete within ninety **days to substantial completion (90)** calendar days after the commencement date indicated in the Notice to Proceed and ready for final payment within one hundred twenty **days to final completion (120)** calendar days after the date indicated on the Notice to Proceed.

3.03 Liquidated Damages:

Vendor/Contractor and Owner agree for each consecutive calendar day that the work remains incomplete after the Contract date established for Substantial Completion and/or Final Completion, the County will retain from the compensation otherwise to be paid to the Vendor/Contractor the sum of two hundred fifty dollars and zero cents **($250.00)**. This amount is the minimum measure of damages the County will sustain by failure of the

Vendor/Contractor to complete all remedial work, correct deficient work, clean up the project and other miscellaneous tasks as required to complete all work specified.

ARTICLE 4 – CONTRACT PRICE

4.01 Owner shall pay Vendor/Contractor for completion of the work in accordance with the Quote an amount in current funds equal to the sum of the amounts determined pursuant to the Paragraphs below:

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
I. GENERAL CONDITIONS					
1	MOBILIZATION /	1	LS	$10,000.00	$10,000.00
2	BONDING & INSURANCE	1	LS	$21,500.00	$21,500.00
3	MAINTNANCE OF TRAFFIC	1	LS	$10,000.00	$10,000.00
4	CONSTRUCTION SURVEY LAYOUT / AS-BUILT	1	LS	$8,500.00	$8,500.00
5	EROSION AND SEDIMENT	1	LS	$6,500.00	$6,500.00
6	PRE-POST COLOR AUDIO VIDEO RECORDINGS	1	LS	$1,500.00	$1,500.00
7	GOPHER TORTOISE SURVEY AND PERMITTING	1	LS	$3,800.00	$3,800.00
10	ABANDON WATER MAIN IN	1	LS	$4,800.00	$4,800.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
VI. RESTORATION					
38	SOD RESTORATION	1	LS	$15,000.00	$15,000.00
			TOTAL LUMP SUM		**81,600.00**

A. For all work other than Unit Price Work, a Lump Sum of:

Eighty-one thousand six hundred dollars and zero cents (words) — ($81,600.00) (figure)

All specific cash allowances are included in the above price and have been computed in accordance with Paragraph 34.2.2.

B. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in this Paragraph:

As provided in Paragraph 34.3, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Owner Designated Representative as provided in Paragraph 34.3. Unit prices have been computed as provided in Paragraph 34.3.

UNIT PRICE WORK

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
I. GENERAL CONDITIONS					
8	GOPHER TORTOISE TO BE BUCKET TRAPPED, PULLED, OR MONITORED (UP TO 3)	3	EA	$1,800.00	$5,400.00
9	GOPHER TORTOISE RELOCATION (UP TO 3)	3	EA	$8,640.00	$25,920.00
II. CAMELIA DRIVE					
11	FURNISH AND INSTALL 4" C-900 DR18 PVC	390	LF	$102.39	$39,932.10
12	CONNECTION BETWEEN PROPOSED 4" WM TO EXISTING REDUCER / GATE VALVE	2	EA	$6,050.64	$12,101.28
13	TAP AND CONNECT EXISTING WATER SERVICES (4 SHORT , 3	7	EA	$3,499.20	$24,494.40
14	4" 45 DEGREE DIP FITTINGS	2	EA	$558.93	$1,117.86
15	THRUST BLOCK	5	EA	$93.60	$468.00
III. ORCHARD DR					
16	FURNISH AND INSTALL 4" C-900 DR18 PVC	315	LF	$102.39	$32,252.85
17	CONNECTION BETWEEN PROPOSED 4" WM TO EXISTING REDUCER / GATE VALVE	2	EA	$6,050.64	$12,101.28
18	TAP AND CONNECT EXISTING WATER SERVICES (3 SHORT , 3	6	EA	$3,499.20	$20,995.20
19	4" 45 DEGREE DIP FITTINGS	4	EA	$558.93	$2,235.72
20	THRUST BLOCK	4	EA	$93.60	$374.40
IV. LILY DRIVE					
21	FURNISH AND INSTALL 4" C-900 DR18 PVC	405	LF	$102.39	$41,467.95
22	CONNECTION BETWEEN PROPOSED 4" WM TO EXISTING REDUCER / GATE VALVE	2	EA	$6,050.64	$12,101.28
23	TAP AND CONNECT EXISTING WATER SERVICES (3 SHORT , 4	7	EA	$3,499.20	$24,494.40
24	4" 45 DEGREE DIP FITTINGS	4	EA	$558.93	$2,235.72
25	THRUST BLOCK	4	EA	$93.60	$374.40
26	4" GATE VALVE	1	EA	$2,784.00	$2,784.00
27	4"X2" REDUCER	1	EA	$257.56	$257.56
28	2" TEE	1	EA	$56.84	$56.84
29	2" COUPLING	2	EA	$6.00	$12.00
30	2" POLY	20	LF	$4.23	$84.60
31	DRIVEWAY REPLACEMENT (4159 LILY DR, 4115 LILY DR)	2	EA	$11,146.80	$22,293.60
V. CENTAVO COURT					
32	FURNISH AND INSTALL 4" C-900 DR18 PVC	375	LF	$102.39	$38,396.25
33	CONNECTION BETWEEN PROPOSED 4" WM TO EXISTING REDUCER / GATE VALVE	2	EA	$6,050.64	$12,101.28
34	TAP AND CONNECT EXISTING WATER SERVICES (2 SHORT , 3	5	EA	$3,499.20	$17,496.00
35	4" 45 DEGREE DIP FITTINGS	4	EA	$558.93	$2,235.72
36	THRUST BLOCK	4	EA	$93.60	$374.40
37	DECRATIVE ROCK REPLACMENT (4052 CENTAVO CT)	1	EA	$4,500.00	$4,500.00
			TOTAL UNIT PRICE ITEMS		**$358,659.09**

ESTIMATED TOTAL OF ALL UNIT PRICE WORK	$ Three hundred fifty-eight thousand six hundred fifty-nine dollars and nine cents (use words)	$(358,659.09) (figure)
TOTAL OF LUMP SUM AND UNIT PRICE WORK:	**Four hundred forty thousand two hundred fifty-nine dollars and nine cents** (use words)	**$440,259.09** (figure)

ARTICLE 5 – PAYMENT PROCEDURES

5.01 Submittal and Processing of Payments:

A. Vendor/Contractor shall submit Applications for Payment in accordance with Paragraph 37.2.1. Applications for Payment will be processed by Owner Designated Representative as provided in the Contract Documents.

5.02 Progress Payments; Retainage:

A. Owner shall make progress payments on account of the Contract Price on the basis of Vendor/Contractor's Applications for Payment not later than the time periods established by applicable provisions of the Florida Prompt Payment Act, Part VII, Ch. 218.735, F.S. (current version), during performance of the work as provided in Paragraphs below. All such payments will be measured by the Schedule of Values (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner Designated Representative may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract Documents:

   a. Ninety-five (95%) of work completed (with the balance being retainage); and

   b. Ninety-five (95%) of cost of materials and equipment not incorporated in the work (with the balance being retainage).

5.03 Final Payment:

A. Upon receipt of the final Application for Payment accompanied by Owner Designated Representative's recommendation of payment in accordance with Paragraph 37.7.1, Owner shall pay Vendor/Contractor the remainder of the Contract Price as recommended by Owner Designated Representative, less any sum Owner is entitled to set off against Owner Designated Representative's recommendation, including but not limited to liquidated damages.

B. Final Payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Vendor/Contractor when the work has been completed, the Contract fully performed, and a final Certificate for Payment has been issued by the Owner Designated Representative.

ARTICLE 6 – INTEREST

6.01 All monies not paid when due shall bear interest at the maximum legal rate.

ARTICLE 7 – VENDOR/CONTRACTOR'S REPRESENTATIONS

7.01 In order to induce Owner to enter into this Agreement Vendor/Contractor makes the following representations:

A. Vendor/Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bid Documents.

B. Vendor/Contractor has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, and performance of the work.

C. Vendor/Contractor is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the work.

D. Vendor/Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

E. Vendor/Contractor is aware of the general nature of work to be performed by Owner and others at the site that relates to the work as indicated in the Contract Documents.

F. Vendor/Contractor has correlated the information known to Vendor/Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

G. Vendor/Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Vendor/Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Vendor/Contractor.

H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the work.

ARTICLE 8 – MISCELLANEOUS

8.01 Terms:

A. Terms used in this Agreement will have the meanings stated in the Contract Documents.

8.02 Assignment of Contract:

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, monies that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.03 Successors and Assigns:

A. Owner and Vendor/Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, Agreements, and obligations contained in the Contract Documents.

8.04 Severability:

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Vendor/Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

8.05 This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

ARTICLE 9 – CONTRACT PAYMENT

9.01 The County agrees to pay the Vendor/Contractor for the faithful performance under this Contract for the agreed amount of Forty thousand four hundred eleven Dollars and zero cents ($0.00) and is based on the lump sum prices contained herein and subject to additions or deductions as modified.

IN WITNESS WHEREOF, Owner and Vendor/Contractor have signed this Agreement in two (2) copies. All portions of the Contract Documents have been signed, initialed, or identified by Owner and Vendor/Contractor.

OWNER:
HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS

By:

Name: BRIAN HAWKINS

Title: CHAIRMAN

SEAL

Heidi Prause Deputy Clerk

for Attest: Doug A. Chorvat, Jr.

Title: Clerk of Circuit Court

VENDOR/CONTRACTOR

Goodwin Bros. Const.

By:

Name: Daniel Goodwin Jr.

Title: President

[CORPORATE SEAL]

Oscara Reyes

Attest:

Title: Secretary

Address for giving notices:

Agent for service of process:

(If Vendor/Contractor is a corporation or a partnership, attach evidence of authority to sign.)

Anti-Human Trafficking Affidavit

In compliance with Fla. Stat. § 787.06(13), this affidavit must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with Hernando County or any of its subordinate units (the "Governmental Entity").

1. My name is Daniel Goodwin, Jr. and I am over eighteen years of age. The following information is given from my own personal knowledge.

2. I am an officer or representative with Goodwin Bros Construction, Inc., a non-governmental entity (the "Nongovernmental Entity"). I am authorized to provide this affidavit on behalf of Nongovernmental Entity.

3. Neither Nongovernmental Entity, nor any of its subsidiaries or affiliates, uses *coercion* for *labor* or *services*, as such italicized terms are defined in Fla. Stat. § 787.06, as it may be amended from time to time.

4. If, at any time in the future, Nongovernmental Entity does use coercion for labor or services, Nongovernmental Entity will immediately notify Governmental Entity and no contracts may be executed, renewed, or extended between the parties.

5. This declaration is made pursuant to Fla, Stat. § 92.525. I understand that making a false statement in this declaration may subject me to criminal penalties.

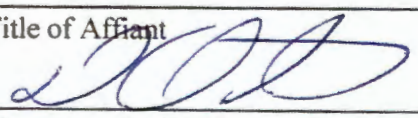
Under penalties of perjury, I Daniel Goodwin, Jr., declare that I have read the foregoing Anti-Human Trafficking Affidavit and that the facts stated in it are true.

FURTHER AFFIANT SAYETH NAUGHT.

Goodwin Bros Construction, Inc.
Name of Nongovernmental Entity

Daniel Goodwin, Jr.
Printed Name of Affiant

President
Title of Affiant


Signature of Affiant

7/21/2025
Date

Foreign Countries of Concern

Pursuant to 287.138 F.S., effective July 1, 2023, the County may not enter into contracts which grants the Vendor/Contractor access to personal identifiable information if: a) the Contractor is owned by the government of a Foreign Country of Concern (as defined by the statute): (b) the government of a Foreign Country of Concern has a controlling interest in the entity; or (c) the Contractor is organized under the law of or has its principal place of business in a Foreign Country of Concern.

Beginning July 1, 2025, a governmental entity is prohibited from extending or renewing a contract with an entity meeting the requirements of (a) to (c) above, if the contract would give such entity access to an individual's personal identifying information.

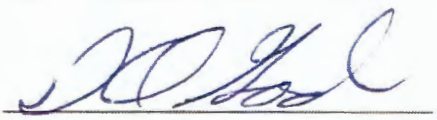
The Contracting with Entities of Foreign Countries of Concern Prohibited Affidavit Form ("Form") is required by Section 287.138, Florida Statutes ("F.S."), which is deemed as being expressly incorporated into this Form. The Affidavit must be completed by a person authorized to make this attestation on behalf of the Bidder's/Proposer's for the purpose of submitting a bid, proposal, quote, or other response, or otherwise entering into a contract with the County. The associated bid, proposal, quote, or other response will not be accepted unless and until this completed and executed Affidavit is submitted to the County.

Bidder's/Proposer's Legal Company Name: Goodwin Bros Construction, Inc. does not meet any of the criteria set forth in Paragraphs 2 (a) – (c) of Section 287.138, FS.

Pursuant to Section 92.525, F.S., under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Print Name of Bidder's/Proposer's Authorized Representative: Daniel Goodwin, Jr.

Title of Bidder's/Proposer's Authorized Representative: President

Signature of Bidder's/Proposer's Authorized Representative: 

Date: 7/21/2025

Board of County Commissioners

AGENDA ITEM

Meeting: 09/09/2025
Department: Procurement Department
Prepared By: Alisa Pike
Initiator: Carla Rossiter-Smith
DOC ID: 15980
Legal Request Number: 24-493
Bid/Contract Number:

TITLE

Termination of Landfill Gas Purchase Agreement and Nullification of Wellfield Maintenance Agreement With Timberline Energy, LLC, and Bill of Sale With Timberline Energy, LLC, Pertaining to Northwest Solid Waste Landfill

BRIEF OVERVIEW

In 2007, Hernando County entered into an agreement with Timberline Energy, LLC, to generate electricity at the NW Solid Waste Landfill.

The approved agreement dated 2007 is for a term of twenty (20) years and would have come to expire in 2027. In October of 2024, the electricity generating component of Timberline Energy, LLC's equipment experienced technical malfunctions and ceased to operate. Timberline Energy, LLC stated that the repairs are cost-prohibitive and a mutual termination of the agreement has been negotiated.

Timberline Energy, LLC and the Solid Waste Division desire to terminate the Landfill Gas Purchase Agreement, and to nullify the associated Wellfield Agreement which granted the Developer the exclusive right to claim and utilize any emission allowances and reduction credits associated with Carbon Reduction Tonnes (CRT) generated by the Landfill. CRTs are verified by the Climate Action Reserve and represent the capture and avoidance of

greenhouse gas emissions. CRTs represent one tonne of CO_2-equivalent (CO_2e) emissions

reduced or avoided.

Both parties agreed that the Developer shall remain the account holder of the Project in CAR's registry program and retain the exclusive right to generate CRTs for the 2025 Reporting Period, until such CRTs have been issued in accordance with the terms and conditions of this Termination Agreement. The 2025 reporting period is October 7, 2024, through October 6, 2025.

Upon the Emission Credit Termination Date, the County shall be entitled to the right to claim and utilize any emission allowances and reduction credits that may be associated with Landfill Gas, including, without limitation, any CRTs which may be generated by the Project after the Effective Date or earned for the 2025 - 2026 reporting period.

As set forth in the Termination of Landfill Gas Purchase Agreement and Wellfield Maintenance Agreement, a Bill of Sale in favor of Hernando County was prepared and constitutes the entire understanding and agreement between the Buyer and Seller with respect to assets owned by NW Solid Waste Landfill and assets of Timberline Energy, LLC.

The Solid Waste Department is in favor of the early termination and is currently exploring other options relating to methane and CRTs.

FINANCIAL IMPACT
None at this time.

LEGAL NOTE
The Board has the authority to act on this item pursuant to Part II, Chapter 2, Article V of the Hernando County Code of Ordinances.

RECOMMENDATION
It is recommended that the Board approve and authorize the Chairman's signature on the attached following documents:

Termination of Landfill Gas Purchase Agreement and Nullification of Wellfield Maintenance Agreement with exhibits:
Exhibit A Landfill Assets
Exhibit B Description of Landfill Assets
Exhibit C Account Holder Project Transfer Form
Bill of Sale

REVIEW PROCESS

Scott Harper	Approved	08/28/2025 12:40 PM
Grace Sheppard	Approved	08/28/2025 1:43 PM
Gordon Onderdonk	Approved	08/29/2025 10:14 AM
Jodi Florio	Delegated	08/29/2025 11:59 AM
Erin Dohren	Approved	09/02/2025 9:54 AM
Albert Bertram	Approved	09/03/2025 9:56 AM
Carla Rossiter-Smith	Approved	09/03/2025 1:49 PM
Pamela Hare	Approved	09/03/2025 4:44 PM
Melissa Tartaglia	Approved	09/04/2025 7:50 AM
Heidi Prouse	Approved	09/04/2025 10:11 AM
Toni Brady	Escalated	09/04/2025 10:50 AM
Jeffrey Rogers	Approved	09/04/2025 11:15 AM
Colleen Conko	Approved	09/04/2025 11:26 AM

RESULT: **ADOPTED**
MOVER: Steve Champion
SECONDER: Ryan Amsler
AYES: Hawkins, Campbell, Allocco, Amsler and Champion

AGENDA

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY

APRIL 24, 2007

Time Schedule:
9:00 A.M.

A. **CALL TO ORDER**
1. Invocation
2. Pledge of Allegiance

B. **APPROVAL OF AGENDA** (Limited to Board and Staff comments only.)

C*. **PRESENTATION OF RESOLUTIONS**
Proclaiming Equal Pay Day

D. **CITIZENS COMMENTS** (Yellow sheets are not required for speakers)
(Limited to 30 minutes)

E. **BOARD/STAFF RESPONSES**

F*. **CONSENT AGENDA**
1. Budget Resolution – Additional Revenue for Legal Aid Program ($22,232.70)
2. Aerial Way Force Main Project – Commercial Industrial Corp. ($341,579.06)
3. LAP Agreement for Design Activities on Darby Lane Sidewalk Project
4. Airport Industrial Park, Unit I, Lot 13 – Lease Termination with Rudolph and Asenath Rostel – Lease Agreement with K&V Real Estate, LLC
5. Airport Industrial Park, Unit I, Lot 36 and 37 – Lease Agreement/Termination with Dennis and Pamela Wilfong
6. Term Contract for Furnishing White Concrete Sand – Patco Transport, Inc. ($16.30/ton)
7. Airport Roadway Improvements Project – Goodwin Bros. Construction, Inc. ($2,847,434.76)
8. Interim Disposal Special Assessment Lien – Mahoney ($240.63)
9. Reduction of Public Nuisance Abatement Special Assessment Lien – Madison Avenue of Gainesville ($380)

10. Landfill Gas Project
11. Public Hearing Date for the Sunrise DRI
12. Western Seville Supplemental Water Agreement
13. Clearing and Site Grading Approval for Portion of Nature Coast Commons
14. Approval of Disbursements for Week Ending April 13, 2007
15. Approval of Minutes/Voting Records of Regular Meeting of April 3, 2007, and the Land Use Meeting of April 11,2007

G*. **CORRESPONDENCE TO NOTE**

H*. **ASSISTANT COUNTY ATTORNEY**
KENT WEISSINGER
Thrasher Road – Clarification Amendment to Existing Agreement

RECESS

10:00 A.M. I*. **PUBLIC HEARINGS (BOARD SITTING IN ITS QUASI JUDICIAL CAPACITY)**

- Entry of Proof of Publication into the Record
- Poll Commissioners for Ex Parte Communications
- Administering Oath to All Persons Intending to Speak
- Adoption of the Agenda Back-up Materials into Evidence

DEVELOPMENT SERVICES DIRECTOR
GRANT TOLBERT

1. Public Hearing to consider a variance to increase fence height in front yard – Located on south side of Warm Wind Way, approximately 550' east of Whisper Ridge Trail – Staff recommends the Board review the request and determine if just cause exists to issue the variance – **Woods ****
2. Public Hearing to consider a variance to reduce front yard setback for fence; and to increase fence height and fence opacity in the front yard – Located on the corner of Hawthorne Road and Dorado Street – Staff recommends the Board review the request and determine if just cause exists to issue the variance – **Orue ****
3. Public Hearing to consider a variance to increase the distance into a waterway for a boatlift – Located on the south side of Gulfwinds Circle, beginning of cul de sac – Staff recommends the Board review the request and determine if just cause exists to issue the variance **- Maler ****

4. Public Hearing to consider a variance to reduce the side setback requirement – Located on the north side of Sumter Drive, approximately 300' east of Ivy Hill Lane – Staff recommends denial – **Townsend ****

EVIDENTIARY PROCEEDINGS

5. Appeal of Administrative Decision to allow a pot-bellied pig in a residential zoning district – Located on the north side of Patio Court, beginning of cul de sac – Staff recommends the Board uphold the Administrative Decision – Knight **
6. Appeal of Administrative Decision to allow a pot-bellied pig in a residential zoning district – Located on the south side of Cara Street, approximately 175' east of New Azora Road – Staff recommends the Board uphold the Administrative Decision – **Price ****

12:00 P.M. J. **BUDGET DIRECTOR GEORGE ZOETTLEIN**
Performance Measurements Update

12:20 P.M. K. **CCA/HERNANDO COUNTY JAIL**
WARDEN DON STEWART
Update on Long-Term Fail Facilities

L. **BOARD OF COUNTY COMMISSIONERS**

1. Commissioner Rose Rocco
2. Commissioner Diane B. Rowden
3. Commissioner Christopher A. Kingsley
4. Commissioner David D. Russell, Jr.
5. Chairman Jeff Stabins
6. County Administrator Gary W. Kuhl
7. County Attorney Garth Coller

M. **ADJOURNMENT**

*** Indicates that backup material is available for this item.**
**** Indicates that this item is a quasi-judicial function of the Board of County Commissioners and ex parte procedures apply.**

NOTE: The Board of County Commissioners has scheduled a public hearing on Thursday, April 26, 2007, beginning at 9:00 A.M., to consider the Hickory Hill DRI – Notice of Comprehensive Plan Amendment Change and Notice of Development of Regional Impact Review.

NOTE: **The next Regular Meeting of the Board of County Commissioners is scheduled for May 1, 2007, beginning at 9:00 A.M., in the Commission Chambers.**

If a person decides to appeal any quasi-judicial decision made by the Hernando County Board of County Commissioners with respect to any matter considered at such hearing or meeting, he or she will need a record of the proceeding, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is to be based.

The meeting agenda and back-up materials are available online at www.co.hernando.fl.us/bocc.

PLEASE NOTE THAT ONLY PUBLIC HEARING ITEMS WILL BE HEARD AT THEIR SCHEDULED TIME. ALL OTHER ITEM TIMES NOTED ON THE AGENDA ARE ESTIMATED AND MAY BE HEARD EARLIER OR LATER THAN SCHEDULED.

VOTING RECORD
HERNANDO COUNTY
BOARD OF COUNTY COMMISSIONERS

APRIL 24, 2007

	District 1	District 2	District 3	District 4	District 5
	Jeff Stabins	Rose Rocco	Diane Rowden	Dave Russell	Chris Kingsley
Consent Agenda Approved as amended. (5-0)	Yes	Yes	Yes	Yes	Yes
Contract Amendment Formalizing Seville Master Plan Conditions Regarding Thrasher Road Extension Approved the staff recommendation with the striking of the opportunity for limerock in that particular section of road. (5-0)	Yes	Yes	Yes	Yes	Yes
Variance - William T. and Cheryl Woods (V-07-17) Approved this particular request and adopted Resolution No. 2007-132. (5-0)	Yes	Yes	Yes	Yes	Yes
Variance - Sandra Perez & Angel Orue (V-06-70) Approved this particular request and adopted Resolution No. 2007-133. (5-0)	Yes	Yes	Yes	Yes	Yes
Variance - Roger & Tracie Maler (V-06-71) Approved the variance request. (4-1)	Yes	Yes	Yes	Yes	No
Variance - Susan Townsend (V-07-05) Granted the petitioner's request. (5-0)	Yes	Yes	Yes	Yes	Yes
Request to Overturn Administrative Decision to Allow Pot-Bellied Pig in Residential Zoning District - Deborah Knight (A-07-01) Settlement Agreement to be executed by the County and the applicant to provide and allow Cupid to remain on the premises until his natural death. (5-0)	Yes	Yes	Yes	Yes	Yes
Request to Overturn Administrative Decision to Allow Pot-Bellied Pig in Residential Zoning District - Sandra Price (A-07-02) Approved to enter into a Settlement Agreement with Mrs. Price allowing Mr. Piggy to remain on the premises for the remainder of his natural life and not to be supplanted by any other pet. (5-0)	Yes	Yes	Yes	Yes	Yes

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY

REGULAR MEETING
OF
APRIL 24, 2007

The Hernando County Board of County Commissioners met in Regular Session in the John Law Ayers Room, Government Center, Brooksville, Florida, on Tuesday, April 24, 2007, at 9 a.m. Members present were: Jeff Stabins, Chairman; Christopher A. Kingsley, Vice Chairman; and Rose Rocco, Diane B. Rowden and David D. Russell, Jr., Commissioners. Staff members present were: Garth Coller, County Attorney; Charles "Pat" Fagan, Parks and Recreation Director; James Gantt, Purchasing and Contracts Director; David Horne, Assistant Utilities Director for Solid Waste and Recycling; Larry Jennings, Deputy County Administrator; Gary Kuhl, County Administrator; Charles Mixson, Public Works Director/County Engineer; Donald Silvernell, Airport Director; Grant Tolbert, Development Services Director; Kent Weissinger, Senior Assistant County Attorney; George Zoettlein, Office of Management and Budget Director; and Tina Martinson, Secretary.

The meeting was called to order at 9 a.m. by Chairman Stabins, followed by the Pledge of Allegiance.

Commissioners - Agenda - Approval of Amended Agenda

The Agenda for April 24, 2007, was submitted for approval.

County Administrator Gary Kuhl announced that Consent Item No. 11 (public hearing date for proposed Sunrise Development of Regional Impact) had been revised to reflect a recommended public hearing date of July 24, 2007, at 1 p.m. Additionally, he advised that the correct Resolution Nos. proposed in Consent Item No. 3 (Local Agency Program Agreement for Darby Lane Sidewalk Project) were Nos. 2007-130 and 2007-131, respectively. He confirmed that Consent Item No. 10 (Landfill Gas Project) had been advertised.

Chairman Stabins stated that he would accept a Motion for approval of the amended Agenda.

Motion

Comm. Rowden so moved; seconded by Comm. Rocco and carried unanimously.

Resolutions - Equal Pay Day - Adoption of No. 2007-129 Proclaiming April 24, 2007

Comm. Rocco read aloud a Resolution proclaiming April 24, 2007, as Equal Pay Day.

Motion

Comm. Rocco moved to adopt Resolution No. 2007-129; seconded by Comm. Kingsley and carried unanimously.

Ms. Elsie Taylor, Ms. Karen Lund, Ms. JoAnne Clay and Ms. Ruth Hoock, members of Hernando County Business and Professional Women, were present to accept the Resolution and thanked the Board for the recognition.

CITIZENS' COMMENTS/RESPONSES

The following citizens commented on various topics/issues during this portion of the meeting: Ms. Reiko Pearson; Mr. Clay Geer; Mr. Joe Lemieux; Mrs. Anna Liisa Covell; Mr. Edwin Sherman; and Mrs. Mary Evelyn Reid.

The Board and/or the staff responded to the comments expressed.

County Administrator Gary Kuhl advised Mrs. Covell that he would contact her with information pertaining to ambulance services in the county.

Comm. Rocco agreed with the concerns expressed by Mrs. Covell regarding emergency transport of stroke patients and suggested that her concerns be addressed by Dr. Robert Blackburn, Medical Director for Hernando County Fire Rescue District.

APPROVAL OF CONSENT AGENDA

The Consent Agenda for April 24, 2007, was submitted for the Board's approval as follows:

Budgets - FY 2006/07 - Adoption of Budget Resolution No. 2007-126 Recognizing Additional Revenue Due Mid-Florida Community Services, Inc., From FY 2006

Received a memorandum from Office of Management and Budget Director George Zoettlein advising that as per the contract with Mid-Florida Community Services, Inc., for community legal services, the County was required to pay for these services up to a prescribed amount. Funds were collected in Fund No. 1242, Additional Court Costs, per Florida Statute 939.185. Any revenue collected over this amount was also required to be paid to the agency. At the close of FY 2006 (September 30, 2006), additional funds had been collected but not turned over to the agency. The proposed Budget Resolution recognized these funds in FY 2007 so they could be paid to the agency.

RECOMMENDATION

The staff recommended that the Board adopt Budget Resolution No. 2007-126 recognizing these funds in FY 2007 so they could be paid to the agency.

Contracts and Agreements - Commercial Industrial Corporation - Award of Bid for Aerial Way Force Main Project

Received a memorandum from Purchasing and Contracts Director James Gantt advising of bids received for the Aerial Way Force Main Project. The scope of work included construction of approximately 3,064 lineal feet of 16" force main along Aerial Way and force main realignment from Spring Hill Drive

to Corporate Boulevard. The bids received were as follows: Commercial Industrial Corporation - $341,579.06; Contech Construction Group, LLC - $373,600.43; Lyric Services, Inc. – $389,054.00; Adkins Contracting, Inc. - $394,555.45; Pospiech Contracting, Inc. - $414,564.01; Marion Rock, Inc. - $423,854.20; GWP Construction, Inc. - $431,892.10; Coastal Underground Services, Inc. - $449,306.00; CI Contracting, Inc. - $467,199.00; Carl Hankins, Inc. - $569,429.40; and DAB Constructors, Inc. - $670,000.00.

RECOMMENDATION

The staff recommended that the Board award the bid for the Aerial Way Force Main Project to Commercial Industrial Corporation in the total amount of $341,579.06.

Contracts and Agreements - Department of Transportation - Adoption of Resolution No. 2007-130 Authorizing Execution of Local Agency Program Agreement for Design Phase of Darby Lane Sidewalk Project/Adoption of Budget Resolution No. 2007-131 Establishing Project Budget

Received a memorandum from Public Works Director/County Engineer Charles Mixson advising that the Board had approved participation in the Department of Transportation Local Agency Program (LAP). The proposed agreement provided up to $117,738 reimbursement to the County for the design phase of the Darby Lane Sidewalk Project. Design and construction costs were currently estimated at $200,000.

RECOMMENDATION

The staff recommended that the Board adopt Resolution No. 2007-130 authorizing execution of the LAP Agreement, adopt Budget Resolution No. 2007-131 establishing the project budget, approve the LAP agreement, and authorize the Chairman's signature on all related documents.

Comm. Kingsley understood that Darby Lane was located in the City of Brooksville and questioned the County's involvement in the project.

Mr. Mixson clarified that the Engineering Division was the LAP-certified agency responsible for the design activities involved in the project. He confirmed that the project had been presented to the Metropolitan Planning Organization.

Contracts and Agreements - K&V Real Estate, LLC - Approval of Ground Lease Agreement for Lot 13, Airport Industrial Park, Unit 1/Ground Lease Agreement With Rudolph and Asenath Rostel Terminated

Received a memorandum from Airport Director Donald Silvernell advising that the Airport had had a Ground Lease Agreement with Rudolph and Asenath Rostel for Lot 13, Airport Industrial Park, Unit 1, since April 1987. Mr. and Mrs. Rostel were selling their leasehold improvements to K&V Real Estate, LLC, which had requested a new lease using the current lease template as drafted by the Legal

Department. Approval of a new lease would require termination of the existing lease. Neither document would become effective until the sale of the leasehold improvements had occurred.

RECOMMENDATION

The staff recommended that the Board approve the lease termination with Mr. and Mrs. Rostel and the new lease with K&V Real Estate, LLC, for Lot 13, Airport Industrial Park, Unit 1, and authorize the Chairman's signature thereon.

Contracts and Agreements - Dennis and Pamela Wilfong - Approval of New Ground Lease for Lot 37, Airport Industrial Park, Unit 1/Ground Lease for Lot 36 Terminated

Received a memorandum from Airport Director Donald Silvernell advising that the Airport had had a Ground Lease Agreement with Dennis and Pamela Wilfong for Lot 36, Airport Industrial Park, Unit 1, since April 11, 1995, and for Lot 37 since December 3, 1991. The Airport had negotiated a new lease with Mr. and Mrs. Wilfong for Lot 37 utilizing the new lease template as drafted by the Legal Department. The new lease terminated Mr. and Mrs. Wilfong's lease for Lot 36 allowing the lot to be utilized for construction of the new Airport office facility currently approved in the Airport budget and funded in part with a grant from the Department of Transportation.

RECOMMENDATION

The staff recommended that the Board approve the new lease with Mr. and Mrs. Wilfong for Lot 37, Airport Industrial Park, Unit 1, and authorize the Chairman's signature thereon.

Contracts and Agreements - Patco Transport, Inc. - Award of 24-Month Term Contract for Supply/Delivery of White Concrete Sand for Parks and Recreation Department

Received a memorandum from Purchasing and Contracts Director James Gantt advising of bids received for furnishing white concrete sand for the Parks and Recreation Department. The bids received were as follows: Patco Transport, Inc. - $16.30/ton; Cliff's Construction - $24.75/ton; and E.R. Jahna - $27.50/ton. Patco Transport, Inc., added a 10% increase for the second 12-month period of the 24-month term of the contract; however, even with the increase, the price per ton was 43.5% less than the next lowest bid.

RECOMMENDATION

The staff recommended that the Board award a 24-month term contract, with renewal clause, for the supply and delivery of white concrete sand to Patco Transport, Inc., effective upon date of award and based on the unit price bid. The estimated expenditure during the first 12 months was $48,000.00.

In response to a question from Comm. Kingsley, Parks and Recreation Director Charles "Pat" Fagan described the uses for white concrete sand. He advised that the staff was currently involved in a project with the Port Authority to dredge white sand from the Weeki Wachee River, which was a result of

erosion from Rogers Park over the past several years. He stated that as much dredged sand as possible would be utilized for various projects throughout the county.

Mr. Fagan clarified for Comm. Russell that the sand from the dredging project, as well as the sand from the Hernando Beach Channel Dredging Project, would be stockpiled for future use.

Comm. Kingsley questioned if sand consisting of larger granules had been considered for Rogers Park to reduce the amount of erosion into the Weeki Wachee River.

Mr. Fagan replied that that option would be explored.

Airport - Roadway Improvements Project - Adoption of Resolution Nos. 2007-127 and 2007-128 Recognizing Loan Proceeds and Outside Funding for Project/Award of Bid to Goodwin Bros. Construction, Inc./Airport Director or Designee Authorized to Approve Potential Change Orders Extending Contract

Received a memorandum from Purchasing and Contracts Director James Gantt advising of bids received for the Airport Roadway Improvements Project. The scope of work included construction of approximately 13,000 linear feet of new collector roadway with associated clearing, grubbing and stormwater facilities. The base bids received were as follows: Goodwin Bros. Construction, Inc. - $2,811,194.76; Counts Construction - $3,629,034.76; Southern Site Works – $3,827,374.50; Simmons Construction Company - $4,032,035.26; Prince Contracting Company, Inc. - $4,558,625.50; Hewitt Contracting Company, Inc. - $4,621,658.30; Specialized Services, Inc. - $4,806,983.60; and D.A.B. Constructors, Inc. - $4,888,888.88. A complete bid tabulation was submitted to the Board.

RECOMMENDATION

The staff recommended that the Board adopt Budget Resolution Nos. 2007-127 and 2007-128 recognizing loan proceeds and outside funding for the Airport Roadway Improvements Project (south Airport roads and Aerial Way base bids, plus south Airport roads alternate Item Nos. 1 [$15,840] and 2 [$20,400]), award the bid for the project to Goodwin Bros. Construction, Inc., in the total amount of $2,847,434.76, authorize the Airport Director or his designee to approve Change Orders for contract extension, if necessary due to inclement weather conditions, and authorize the Chairman's signature on all related documents.

In response to a comment from Comm. Russell, Airport Director Donald Silvernell indicated that the actual cost for the project was significantly lower than the projected cost. He noted that the engineer's estimate for the project was approximately $4.8 million.

Public Works Director/County Engineer Charles Mixson responded to a question from Comm. Russell concerning the trend of low bids that had recently been received for road projects.

Liens - Interim Disposal Special Assessment - Approval of Filing Lien Against Property Owned by Gertrude Mahoney

Received a memorandum from Utilities Department Finance Coordinator Brooks Ahrens transmitting an Interim Disposal Special Assessment Lien to be filed against property owned by Gertrude F. Mahoney in the amount of $240.63. The property owner had failed to pay the interim disposal assessment due by Ordinance after three consecutive monthly invoices were mailed and a certified letter was sent to the homeowner.

RECOMMENDATION

The staff recommended that the Board approve the filing of the Interim Disposal Special Assessment Lien and authorize the Chairman's signature thereon.

Liens - Public Nuisance Abatement Special Assessment - Acceptance of Payment With Interest Reduction for Release of Lien Filed Against Madisons Avenue of Gainesville, Inc.

Received a memorandum from Code Enforcement Director Frank McDowell, III, advising of a request received to reduce the payoff of an outstanding Public Nuisance Abatement Special Assessment Lien on property owned by Alex Reece, Madisons Avenue of Gainesville, Inc. The Lien filed against this property had a payoff of $443.33 as of April 1, 2007. The property owner remitted payment in the amount of $380.00 and indicated that the property would be kept properly maintained and in compliance with the Code of Ordinances. This remittance reflected the total amount due with a reduction of interest. Settlement appeared to be in the best interest of the County as actual costs incurred would be recovered.

RECOMMENDATION

The staff recommended that the Board approve the reduction of interest on the Public Nuisance Abatement Special Assessment Lien, accept payment of $380.00 and authorize the Chairman's signature on the Release of Lien.

Contracts and Agreements - Timberline Energy, LLC - Approval to Execute Contract for Purchase of Landfill Methane Gas Being Generated at Northwest Solid Waste Facility

Received a memorandum from Assistant Utilities Director for Solid Waste and Recycling David Horne requesting that the Board approve the execution of an unsolicited, proposed contract from Timberline Energy, LLC, for the purchase of landfill methane gas being generated at the Northwest Solid Waste Facility Landfill (NSWFL). The gas would be utilized as an energy source within the county at the site of Florida Rock. The Solid Waste and Recycling Division was scheduled to install a gas flare during the construction phase of Cell 3. This proposal and its timing were perfect relative to the Landfill Construction Project.

RECOMMENDATION

The staff recommended that the Board approve the execution of the contract with Timberline Energy, LLC. The County would immediately begin generating revenues of $2,000/month until the landfill gas system was operational.

At the request of Comm. Kingsley, Mr. Horne explained the process involved in producing and managing methane gas at the NSWFL.

Comm. Kingsley expressed support for the project. He questioned if the staff had considered manufacturing bio-diesel fuel from organic waste, which he understood had been accomplished in other areas of the state.

Mr. Horne responded negatively. He explained that that technology was relatively new and involved significant costs to implement.

Comm. Kingsley believed there were private enterprises that would be willing to invest in such a project. He felt the County should consider developing a method by which to reduce the amount of waste at County landfills to allow for needed space while producing a product that could be utilized by general consumers.

Mr. Horne advised that the staff was committed to exploring all available solid waste technology.

Subdivisions - Sunrise - Public Hearing Rescheduled for July 24, 2007, to Consider Development of Regional Impact

Received a memorandum from Planning Director Ronald Pianta advising that in May of 2005, Sunrise Lands Partnership had submitted an application for a Development of Regional Impact under Florida Statutes (FS), Section 380.06. The application consisted of 4,800 units, 75 motel rooms, 365,000 square feet of retail, 50,000 square feet of office space, a golf course and a clubhouse. On November 29, 2006, the Withlacoochee Regional Planning Council (WRPC) issued a notice that the applicant had declared sufficiency. Per FS, upon notification from the WRPC that the application had been declared sufficient, the local government must set a public hearing date at its next regular meeting. A public hearing was scheduled by the Board for May 7, 2007; however, this hearing date was canceled at the request of the applicant to allow time for the preparation of an associated Development Order and the scheduling of an interim Workshop on the SR50/I-75 Planned Development District. Therefore, a new public hearing date must be set by the Board.

RECOMMENDATION

The staff recommended that the Board establish July 24, 2007, at 1 p.m., as the public hearing date and time for the Sunrise DRI.

Subdivisions - Seville - Approval of Supplemental Water Agreement

Received a memorandum from Interim Utilities Director Jesse Goodwin advising that the staff had spent several months negotiating a Supplemental Water Agreement with the developer of the Seville subdivision to replace the existing Seville Water Treatment Plant. The new water plant was necessary to serve the proposed 2,780 residential units along with the adjacent 54,000 square feet of non-residential development. A new water treatment plant would be designed and constructed and would include a 2 million gallon ground storage tank; a new, high-service pump station; electrical upgrades; and an emergency generator. The agreement provided that the developer must agree to the prepayment of 25% of the water connection fees equal to 695 Equivalent Residential Units (ERUs) at a cost of $1,147 per ERU for the proposed 2,780-unit Seville subdivision in the total amount of $797,165. After the initial 695 prepaid connections had been used, all other water connection fees would be paid at the current water connection fee rate in effect at the time payment was made.

RECOMMENDATION

The staff recommended that the Board approve the Supplemental Water Agreement since the new Seville Water Treatment Plant would help to supply the future water demand of the proposed Seville subdivision and surrounding area, and the development would provide upfront funding for the project.

Subdivisions - Nature Coast Commons - Approved Commencement of Clearing, Grading and Utility Work in First Phase of Construction

Received a memorandum from Planning Director Ronald Pianta advising of an applicant's request for authorization to clear and perform site grading and utility work for J.C. Penneys on a portion of the proposed Nature Coast Commons subdivision. The plans had been reviewed by the affected County agencies and were in compliance with the County's current development standards. The Southwest Florida Water Management District had issued a completeness letter for the construction of the project. No site work shall commence until all required permits had been issued by the affected agencies.

RECOMMENDATION

The staff recommended that the Board approve commencement of clearing, grading and utility work in the first phase of Nature Coast Commons.

County - Check Register - Approval of Disbursements for Week Ended April 13, 2007

The check register for accounts payable disbursements from Board funds for the week ended April 13, 2007, was submitted for the Board's approval.

Minutes - BCC - Approval of Regular Meeting of April 3, 2007, and Land Use Meeting of April 11, 2007

The Minutes and Voting Records for the Regular Meeting of April 3, 2007, and the Land Use Meeting of April 11, 2007, were submitted for the Board's approval.

Chairman Stabins stated that he would accept a Motion for approval of the amended Consent Agenda.

Motion

Comm. Rowden so moved; seconded by Comm. Russell and carried unanimously.

CORRESPONDENCE

Policies and Procedures - Purchasing Policy - Received List of Exceptions for March 2007

Received a memorandum from Clerk of Circuit Court Finance Director Amy Gillis listing exceptions to the Purchasing Policy that occurred in March 2007 for which no Purchase Orders were processed. The exceptions were reviewed by the Department Directors, the County Administrator and the Finance Department before the disbursements were processed for payment. The exceptions were: $213.05 for RM Johnson Co., Inc., by the Solid Waste and Recycling Division; $45.00 for BellData by the Health and Human Services Department; and $1,141.60 for Heartland Services by the Hernando County Fire and Rescue District.

Subdivisions - Killarney - Received Minutes of Community Development District Meeting Held on December 11, 2006

Received the Minutes of a meeting held by the Killarney Community Development District Board of Supervisors on December 11, 2006, which were approved at the February 5, 2007, meeting. Copies had been forwarded to the Board, the County Administrator and the Deputy County Administrator.

Subdivisions - Spring Hill - Receipt of Annual Financial Audit Report for Community Development District

Received a letter from Sterling Hill Community Development District representative Steven P. Murman transmitting the Annual Financial Audit Report pursuant to Florida Statutes, Sections 11.45 and 189.418. An independent special district must file its Annual Financial Audit Report with the Office of the Auditor General and the Clerk of the governing County within 45 days of audit completion and within 12 months of fiscal year end.

Contracts and Agreements - Optima DHM Corporation - Approval of Amendment to Agreement Formalizing Seville Master Plan Conditions Regarding Thrasher Road Extension

Deputy County Administrator Larry Jennings recalled that on April 17, 2007, the Board discussed a proposed amendment to an agreement the Board had entered into in 2005 formalizing the commitment of Optima DHM Corporation (Optima), the developer of the Seville subdivision, to fulfill certain Seville Master Plan approval conditions regarding the Thrasher Road extension. The Board had requested that the proposed amendment be scheduled on this date for additional information and discussion. Since the agreement was entered into, the developer had sold a portion of the property, and the agreement as approved contained a provision that would have required the developer to pave a portion of the road

well in advance of either development of its remaining property and without any coordination with County improvement of the remainder of the road. With staff input and approval, an amendment had been prepared under which the developer's obligation to improve the road was based upon and coordinated with County improvement of that portion of the road which was a County responsibility. When the County began work on the road, the developer was obligated to improve his portion of the road to the same standards (either limerock or paving). The remaining terms of the original agreement regarding provision of right of way were unaffected.

The staff recommended that the Board approve the proposed amendment to the existing agreement with Optima in regard to developer obligations to improve Thrasher Road pursuant to conditions imposed on the Master Plan, and authorize the Chairman's signature thereon.

Mr. Jennings displayed an aerial photograph of the subject property via overhead projection and reviewed the history regarding Thrasher Road as it related to the Seville development. He pointed out that the proposed agreement involved three segments of Thrasher Road, which he outlined.
Mr. Jennings clarified for Chairman Stabins that Thrasher Road would extend underneath the Suncoast Parkway and connect to Royal Highlands.

Public Works Director/County Engineer Charles Mixson confirmed that use of the Suncoast Parkway underpass for the Thrasher Road extension had been authorized by the Florida Turnpike Enterprise.

Mr. Jennings clarified for Comm. Kingsley that the underpass was designed for vehicle activity and interconnectivity between the landfill and a potential sewer plant site.

Mr. Jennings verified for Comm. Rowden that if the County chose to limerock its portion of Thrasher Road, the developer of Seville would be allowed to limerock their portion of the road until the County paved its portion or until development occurred within east Seville, at which time the developer would be responsible for paving the roadway.

Comm. Rowden expressed opposition to constructing the Thrasher Road extension with limerock.

Mr. Mixson explained that the proposed project was merely to provide a temporary connection until funding was available in the future to construct the roadway to County standards.

Comm. Rowden indicated that she would not support the project due to the existing problems in the county regarding limerock roads.

Comm. Kingsley agreed. He believed the expansion should be done by County standards and that limerock should not be used as a surface material for the project. He requested that any reference to limerock be stricken from the proposed agreement.

Comm. Rowden suggested using the same type of surfacing material that was used on Weeping Willow Street, as she understood it did not create dust.

Mr. Mixson explained that it was a more expensive material, but could be budgeted and funded if so desired by the Board.

Mr. Mixson verified for Chairman Stabins that Thrasher Road was anticipated to be paved in approximately five to ten years. He commented that the proposed connection would benefit residents of Thrasher Road.

Comm. Rowden felt the connection should not occur until the existing dust problem on Thrasher Road was resolved.

Mr. Mixson explained that the staff was not proposing to make the connection at this time, and he clarified the proposed agreement.

Comm. Rocco expressed support for the proposed agreement.

In response to Comm. Russell, Mr. Mixson confirmed the staff's intent to apply for Department of Transportation funding for the Thrasher Road connection.

Mr. Jake Varn, representing Optima, agreed with the staff recommendation. He expressed support for deleting any reference to limerock roads from the proposed contract.

There were no public comments.

Motion

Comm. Kingsley moved to approve the staff recommendation with the striking of the opportunity for limerock in that particular section of road; seconded by Comm. Rowden.

County Attorney Garth Coller advised that the Legal Department would revise the contract language as directed by the Board.

The vote was taken on the Motion and it carried unanimously.

RECESS/RECONVENE

The Board recessed at 10:20 a.m. and reconvened at 10:35 a.m.

Commissioners - Ex Parte Communications - Announcement Regarding Quasi-Judicial Hearings

Chairman Stabins and Comms. Kingsley, Rocco, Rowden and Russell announced that they had had no ex parte communications concerning the quasi-judicial petitions being considered at this meeting.

County Attorney Garth Coller provided the standard admonition that only information received in the Board's packet or documentary evidence or testimony provided at the hearing could be considered in the Board's decision-making process.

Commissioners - Meetings - Adoption of Informational Packet Into Evidence

The Agenda packet that was submitted to the Board included written information regarding all cases to be considered, which needed to be accepted into evidence for the hearing.

The staff recommended that the Board accept the Agenda packet, including the staff reports, into evidence as if read aloud in their entirety.

Chairman Stabins stated that he would accept a Motion to adopt the Agenda back-up material into evidence.

Motion

Comm. Rowden so moved; seconded by Comm. Rocco and carried unanimously.

Variances - William T. and Cheryl Woods - Adoption of Resolution No. 2007-132 Approving Request to Increase Fence Height in Front Yard

Proof of publication of Notice of Public Hearing was noted to consider the petition of William T. and Cheryl Woods (V-07-17) for a variance to increase the fence height in the front yard.

The subject property was located on the south side of Warm Wind Way, approximately 550' east of Whisper Ridge Trail, Woodland Waters, Phase 5.

The Board was polled for ex parte communications prior to this petition.

Development Services Director Grant Tolbert, under oath, reviewed the staff report he had submitted, including the Ordinance standards and the surrounding zoning and land uses. He reported that no citizens' responses had been received in favor of or in opposition to the petition. He advised that the petitioners had requested a variance to allow 5'-high ornamental, aluminum fencing in the front yard of their home. The subject parcel was pie-shaped and located on a curve. The front lot line was

approximately 180' long. The petitioners had been informed by their contractor that a 5' fence would provide greater flexibility in trying to match the grade of the property and would avoid the stair-step look. He further advised the petitioners that this would be a more aesthetically pleasing view for the neighbors and community. The petitioners had also proposed to install a decorative gate along their driveway. The drawing submitted illustrated that the clear site triangle requirements would be met. The Code of Ordinances, Chapter 8, Section 8-210.18 (Variances), stated that a variance may be granted from the terms and provisions of the Ordinance for just cause. (Hardship need not be proven.)

The staff recommended that the Board review the petitioners' request and determine if just cause existed to issue the proposed variance.

Mr. Tolbert advised that the Woodland Waters Homeowners Association supported the proposed variance.

Mrs. Woods, under oath, explained the purpose of the variance request.

There were no public comments.

Motion

Comm. Kingsley moved to approve this particular request and adopt Resolution No. 2007-132; seconded by Comm. Rocco and carried unanimously.

Variances - Sandra Perez and Angel Orue - Adoption of Resolution No. 2007-133 Approving Request to Reduce Front Yard Setback for Fence and to Increase Fence Height and Fence Opacity in Front Yard

It was noted that the public hearing to consider the petition of Sandra Perez and Angel Orue (V-06-70) for a variance to reduce the front yard setback for a fence and to increase the fence height and fence opacity in the front yard had been postponed from January 23, 2007.

The subject property was located on the corner of Hawthorne Road and Dorado Street, in Spring Hill, Unit 24.

The Board was polled for ex parte communications prior to the Woods variance petition.

Development Services Director Grant Tolbert, under oath, reviewed the staff report he had submitted, including the Ordinance standards and the surrounding zoning and land uses. He reported that no citizens' responses had been received in favor of or in opposition to the petition. He advised that the petitioners had requested a variance to allow a 6' stockade fence on the property line in the secondary front yard. The subject parcel measured approximately 90' x 125'. A fence permit was issued to the petitioners on August 23, 2005. On March 24, 2006, the petitioners requested that the permit be

reactivated as they did not have time to complete the job. On April 5, 2006, the petitioners were notified that the permit was reactivated. On October 9, 2006, a second request to reactivate the permit was submitted to the Development Services Department, which was approved on October 13, 2006. When the original permit application was submitted, the petitioners signed an interior lot diagram but had later indicated that they did not realize it was for the wrong type of lot. The Code of Ordinances, Chapter 8, Section 8-210.18 (Variances), provided that a variance may be granted from the terms and provisions of the Ordinance for just cause. (Hardship need not be proven.)

The staff recommended that the Board review the petitioners' request and determine if just cause existed to issue the proposed variance.

Mrs. Perez, under oath, detailed the purpose of the requested variance.

At the request of Comm. Kingsley, Mr. Tolbert displayed a photograph via overhead projection to point out the location of the existing fence.

Mr. Orue, under oath, explained that the subject property was not level.

There were no public comments.

Motion

Comm. Kingsley moved to approve this particular request and adopt Resolution No. 2007-133; seconded by Comm. Russell and carried unanimously.

Variances - Roger and Tracie Maler - Adoption of Resolution No. 2007-134 Approving Request to Increase Distance Into Waterway for Boatlift

Proof of publication of Notice of Public Hearing was noted to consider the petition of Roger and Tracie Maler (V-06-71) for a variance to increase the distance into a waterway for a boatlift.

The subject property was located on the south side of Gulfwind Circle, at the beginning of the cul-de-sac.

The Board was polled for ex parte communications prior to the Woods variance petition.

Development Services Director Grant Tolbert, under oath, reviewed the staff report he had submitted, including the Ordinance standards and the surrounding zoning and land uses. He reported that no citizens' responses had been received in favor of the petition and two citizens' responses had been received in opposition to the petition. He advised that the petitioners had requested a variance to install a dock and a boat lift on a canal behind their vacant residential lot in Hernando Beach. The subject

parcel measured approximately 106' x 70'. The petitioner had proposed to extend the dock to 16' and the boat lift to 21'. The petitioners' representative had explained that the reason for the variance request was to avoid the shelf of rock in front of the seawall. The Waterway Maintenance Division (WMD) had reviewed the variance application, visited the site and determined that 21' into the canal would not pose a navigational hazard in the subject area. There had been two appeals filed by residents of the area opposing the Notice of Intent to approve the requested variance.

The staff recommended that the Board review the petitioners' request and approve same because it would not be a navigational hazard and was necessary to avoid the rock shelf in front of the seawall.

Ms. Monica Mills, with Gulfside Docks Corporation, representing the petitioner, under oath, displayed an aerial rendering of the subject area which depicted the width of the canal and simulated existing and prospective boat docks from which to access the canal. She displayed a drawing which illustrated the proposed boat dock as well as the dock of Mrs. Mary Li, an opposing resident on Lily Drive. She stated that she had met with Mrs. Li and Mr. John DePasquale, opposing resident of Gulf Winds Circle, regarding the proposed variance. She pointed out that Mr. John Giordano, resident of Gulf Winds Circle, had expressed support for the proposed variance. She expounded on the design elements of the proposed dock and boat lift.

Mr. DePasquale, under oath, displayed a rendering of the subject area to point out the potential navigational hazard that would occur as a result of the proposed variance. He displayed various photographs of the subject area and described the current access routes from existing boat docks as well as alternate access routes that would be necessary, yet hazardous, should the proposed variance be approved. He emphasized that the proposed variance would reduce the existing turning basin, which was necessary to maneuver boats into their respective docks, particularly larger boats. He asserted that Mr. Giordano's boat was only 12' wide; therefore, he would not be negatively impacted by the proposed variance. He submitted a notarized letter from Mr. John Currie, a neighboring resident, who had concerns with the proposed variance.

Mr. Lee Sanders, husband of Mrs. Mary Li, under oath, indicated that he and his wife were in the process of selling their home. He expressed concern that the ingress/egress from their boat dock into the canal would restrict the boat size desired by prospective buyers, which would hinder his ability to sell his home.

Mr. George Bennett, with the WMD, under oath, indicated that the proposed dock would not extend any further into the canal than an existing dock to the west. He noted that the canal measured 84' wide, leaving approximately 40' of navigable waterway with the proposed dock in place. He stated that the subject portion of the canal was not a high-traffic area and he did not feel the proposed dock would pose a navigational hazard.

Ms. Mills mentioned that there were other canals within the county which were only 50' wide; therefore, she asserted that the average boat owner should be able to navigate in and out of a 40' clearance without difficulty. She described the angle by which the petitioners' 17' boat would be hoisted onto the boat lift.

Mr. Maler, under oath, expressed that he had requested a variance merely to have access to the canal.

Mr. Tolbert clarified for Comm. Russell that the shelf of the canal extended approximately 6' to 8'.

Ms. Mills responded to Comm. Russell that a reduction to the proposed variance would not accommodate the petitioners' needs. She believed the County's Dock Ordinance needed to be updated to include reference to boats and navigation.

County Attorney Garth Coller verified for Comm. Rowden that Mr. Bennett could be considered an expert witness based on education or experience.

Mr. Bennett briefly elaborated on his experience and confirmed that part of his responsibility as a WMD employee was to routinely consider the impacts of boats and docks on waterways within the county.

Comms. Rowden and Rocco agreed to consider Mr. Bennett an expert witness.

Comm. Rocco felt that denying the proposed variance would create a hardship on the petitioner and that individuals should consider navigational issues prior to purchasing a boat.

Motion

Comm. Rocco moved to approve the variance request; seconded by Comm. Russell.

Comm. Kingsley contended that the boat dock to the west of the subject property extended further into the canal and would create more of a potential navigational hazard than the proposed boat dock. He stated that he would not support the Motion as stated unless the boat dock to the west was reduced to 12'.

The vote was taken on the Motion and it carried 4-1, with Comm. Kingsley voting Nay.

Chairman Stabins advised that Resolution No. 2007-134 reflected the variance approval.

Variances - Susan Townsend - Adoption of Resolution No. 2007-135 Approving Request to Reduce Side Setback Requirement

Proof of publication of Notice of Public Hearing was noted to consider the petition of Susan Townsend (V-07-05) for a variance to reduce the side setback requirement.

The subject property was located on the north side of Sumter Drive, approximately 300' east of Ivy Hill Lane, in the Rolling Acres subdivision.
The Board was polled for ex parte communications prior to the Woods variance petition.

Development Services Director Grant Tolbert, under oath, reviewed the staff report he had submitted, including the Ordinance standards and the surrounding zoning and land uses. He reported that no citizens' responses had been received in opposition to the petition and one petition containing six signatures had been received in favor of the petition. He advised that the petitioner had requested a variance to reduce the side setback from 10' to 8.80' to place an addition onto an existing single-family home to which a detached garage would connect. The subject parcel measured approximately 120' x 130'. The petitioner proposed to place a triangular-shaped addition between the house and the detached garage. The present Ordinance standards required the primary structure to be 10' from the side property line and the detached garage to be 5' from the side property line. Attaching the two structures would create one primary structure which would be required to meet the 10' side setback requirement.
The staff recommended that the Board review the petitioner's request and deny same because the hardship was self-imposed and was not emanating from the land.

The petitioner was present at the meeting, but had no comments.

Mr. John Nesseralla, representing the petitioner, under oath, admitted that the hardship was self-imposed as he was unfamiliar with permitting requirements. He expressed that expansion of the home was necessary to accommodate his family. He mentioned that he and the petitioner had received letters of support from all but two of the surrounding residents.

Comm. Russell mentioned that he had received numerous letters in support of the proposed variance, and he commented on the sentiments expressed therein regarding the petitioner and Mr. Nesseralla.

In response to a comment from Comm. Russell, Mr. Tolbert reviewed the applicable Ordinance requirements.

There were no public comments.

Motion

Comm. Russell moved to grant the petitioner's request; seconded Comm. Rocco.

Mr. Nesseralla clarified for Comm. Kingsley that he utilized his garage to repair his company vehicles and that the proposed addition was for two additional bedrooms.

The vote was taken on the Motion and it carried unanimously.

Chairman Stabins announced that Resolution No. 2007-135 reflected the variance approval.

Zoning - Deborah Knight - Administrative Decision Overturned to Allow Pot-Bellied Pig in Residential Zoning District

Proof of publication of Notice of Public Hearing was noted to consider the petition of Deborah Knight (A-07-01) for an appeal of an administrative decision in order to allow a pot-bellied pig in a residential zoning district.

The subject property was located on the north side of Patio Court, at the beginning of the cul-de-sac in Spring Hill, Unit 25.

The Board was polled for ex parte communications prior to the Woods variance petition.

Development Services Director Grant Tolbert, under oath, reviewed the staff report he had submitted, including the Ordinance standards and the surrounding zoning and land uses. He reported that no citizens' responses had been received in favor of or in opposition to the petition. He advised that the petitioner presently had a pot-bellied pig named Cupid on the property. The subject parcel was irregularly shaped and measured approximately 140' deep, 176' across the rear and 100' across the front. The petitioner had mentioned that Cupid was over 12 years old and had lived in the county for over 5 years. The petitioner also stated that Cupid weighed approximately 100 pounds and had a life span of 10 to 12 years. The petitioner requested that the Board overturn the determination of the Administrative Official and allow the pig to remain on the property until its death.

The staff recommended that the Board review the petition and uphold the determination of the Administrative Official that farm animals were not a permitted use in the Planned Development Project(Single-family) residential zoning district.

In response to a question posed by Comm. Rowden, Mr. Tolbert advised that the Board had traditionally upheld the decision of the Administrative Official in regard to not allowing certain animals in residential districts.

County Attorney Garth Coller intervened that, generally, cases pertaining to pot-bellied pigs in residential districts involved a settlement agreement as part of the enforcement process.

Mr. Tolbert submitted two letters of opposition that had been received from Steven and Cynthia Koepke and from Douglas Reuel subsequent to preparation of the staff report.

Mr. Knight, under oath, displayed an aerial photograph of the subject area to point out the proximity of surrounding residents, one of which was Mr. Reuel who resided approximately one-half mile from the subject property. He contended that the U.S. Department of Agriculture had recognized pot-bellied pigs as domesticated pets. He mentioned that he had obtained copies of records reflecting numerous instances in which the Board had approved pot-bellied pigs in residential neighborhoods. He submitted various letters of support from surrounding residents and commented on a complaint filed with Animal Services by an individual who was opposed to the manner by which he cared for his animals. He contended that all his animals were in good health and that Cupid was registered. He displayed various photographs of Cupid to demonstrate its size. He stated that Cupid was small, clean, had no diseases, was current with vaccinations, and did not breed with wild pigs or run wild. He displayed a list of Counties which generated income from pot-bellied pigs.

Mr. Knight responded to Chairman Stabins that he was unaware of any cases of pot-bellied pigs having rabies.

Mr. Knight confirmed for Comm. Russell that he did not intend to replace Cupid.

Comm. Kingsley expressed support for the petitioner's request.

There were no public comments.

Mr. Knight verified that one of the opposing individuals was his brother-in-law, who was not even a neighboring resident.

Motion

Comm. Kingsley moved that a Settlement Agreement be executed by the County and the applicant to provide for and allow Cupid to remain on the premises until his natural death; seconded by Comm. Russell.

Mr. Knight clarified for Comm. Rocco that he had purchased Cupid in 1994 and had never received any complaints until just recently. He expressed support for the Motion.

The vote was taken on the Motion and it carried unanimously.

Comm. Kingsley temporarily left and returned to the meeting.

Zoning - Sandra Price - Administrative Decision Overturned to Allow Pot-Bellied Pig in Residential Zoning District

Proof of publication of Notice of Public Hearing was noted to consider the petition of Sandra Price (A-07-02) to appeal an administrative decision in order to allow a pot-bellied pig in a residential zoning district.

The subject property was located on the south side of Cara Street, approximately 175' east of new Azora Road, in the Horizon North subdivision, Phase 1.

The Board was polled for ex parte communications prior to the Woods variance petition.

Development Services Director Grant Tolbert, under oath, reviewed the staff report he had submitted, including the Ordinance standards and the surrounding zoning and land uses. He reported that no citizens' responses had been received in favor of or in opposition to the petition. He explained that the appellant was appealing an administrative decision regarding the keeping of farm animals (pigs) in a residential zoning district. The petitioner presently had a pot-bellied pig named Mr. Piggy on the property. The subject parcel measured approximately 100' x 215' and was surrounded on three sides by residentially-zoned properties that were developed with single-family homes. The petitioner had mentioned that her pot-bellied pig was 1 year old and had a life span of 8 to 18 years. On several occasions a determination was made by the staff and upheld by the Board that pigs, including pot-bellied pigs, were farm animals that were permitted in the Agricultural district, but not permitted in Residential districts. The petitioner had requested that the Board overturn the determination of the Administrative Official and allow the pig to remain in the Residential district.

The staff recommended that the Board review the petition and uphold the determination of the Administrative Official that farm animals were not a permitted use in the R-1C residential zoning district.

Mrs. Price, under oath, introduced her pot-bellied pig to the Board and described the manner by which he was nurtured.

County Attorney Garth Coller asked Mrs. Price if she would be amenable to the action that was taken by the Board concerning the prior petition that was presented.

Mrs. Price replied affirmatively.

There were no public comments.

Motion

Comm. Rowden moved to enter into a Settlement Agreement with Mrs. Price allowing Mr. Piggy to remain on the premises for the remainder of his natural life and not to be supplanted by any other pet; seconded by Comm. Rocco and carried unanimously.

Budgets - Managing for Results System Through Performance Measurements Program - Update on Implementation

Office of Management and Budget (OMB) Director George Zoettlein announced that OMB Analyst Pam Lee had spearheaded and was working diligently with OMB Assistant Director Terri McClanahan on implementing the Managing for Results System Through Performance Measurements Program (PMP), which involved activity-based costing.

Mrs. McClanahan reviewed that the PMP was fast becoming a management tool in government. She mentioned that the Government Finance Officers Association recommended performance measurements as the best practice and further recommended that performance measurements be an included section in the annual budget. She noted that performance measurements had been used in the private sector for many years and had also been implemented by many Florida Counties and Cities, some of which she highlighted.

Mrs. Lee advised that the staff was currently testing and organizing the PMP on the Development Services Department (DSD). She utilized overhead projection to display and review an existing DSD budget document which included performance measurements. She stated that the staff was currently in the preliminary stage of the PMP and much more information still needed to be accumulated.

Mrs. McClanahan detailed the timeline involved in designing and implementing the PMP.

Ms. Lee provided a Powerpoint presentation which had been reviewed by Department Directors and employees during the training sessions on the PMP. She then conducted a brief demonstration of the computer program that had been designed by the Technology Services Department for the PMP.

Ms. Lee responded to questioning from Comm. Kingsley concerning time management analyses of activities. She explained that the staff was currently in the process of collecting data in order to establish benchmarks for activities.

Comm. Russell remarked that when the State implemented a PMP, it took approximately two to three years to develop a tracking matrix.

Ms. Lee stated that County Departments were encouraged to be very prudent in allocating their activities.

Mr. Zoettlein explained that performance measurements were being geared toward achieving the County's goals and objectives. He mentioned that it would take approximately three to four years to accumulate all the information needed to utilize the PMP as a regular tool for budgeting. He recognized the Technology Services Department for their assistance in developing the computer software for the PMP.

Mr. Zoettlein responded to Comm. Russell that the Department Directors and staff appeared to be embracing the new process.

Comm. Rocco agreed. She expressed that the new system was beneficial to the County, but understood that it would take time to make necessary adjustments.

Facilities - Jail - Update on Proposed Solutions for Long-Term Space Needs

Jail Warden Don Stewart, with Corrections Corporation of America (CCA), advised that he had provided Deputy County Administrator Larry Jennings with information pertinent to a request from the Board as to the monetary offset that CCA would be willing to provide to the County in the event a portion of the services currently performed by CCA was transferred to the Sheriff's Office. In response to an additional request by the Board, he advised that R&N Systems Design, currently contracted with CCA, would provide a report in the near future which would include costs and design concepts to address perimeter security at the Jail. He felt it was prudent to discuss these issues in a manner that would not inadvertently create a threat on public safety. He advised that Dr. Patrick Jablonski, a CCA staff member, had agreed to attend the May 15, 2007, meeting to review what he believed to be a reliable population projection that he had formulated.

Comm. Rowden commented on her tour of the Jail facilities in Orange County, Florida, and Wheeler County, Georgia, on April 18 and April 19, 2007. She noted that her travel expenses were paid by the County.

Warden Stewart stated that he was an advocate of direct supervision in terms of construction costs and long-term maintenance, an issue he wished to further discuss in the future to ensure consideration of all available options.

Warden Stewart confirmed for Chairman Stabins that inmates from Pasco and Charlotte Counties were currently housed at the Jail. He noted that Federal prisoners currently housed at the Jail would soon be relocated to the Citrus County Jail. He agreed that a local-based Jail facility should serve local communities before serving the Federal government.

COMMISSIONERS' REMARKS

Comm. Rocco

Commissioners - Events - Report on Oak Hill Hospital Tour/Request for Information Regarding Communications Between Emergency Transport Services and Local Hospitals

Comm. Rocco reported and commented on her tour of Oak Hill Hospital. She clarified a comment she made earlier during Board/Staff Responses to Citizens' Comments concerning emergency transport of stroke victims. She wished to be provided with information concerning emergency dispatch between transport services and the local hospitals.

Comm. Rowden agreed.

Comm. Rowden

Miscellaneous - Air Cannons - Staff to Address Use at Blueberry Farms

Comm. Rowden advised that she had received numerous complaints from residents of Knuckey Road concerning the use of air cannons at a nearby blueberry farm. She commented on an article she had recently read regarding the noise generated by air cannons. She felt this issue should be addressed and stated that she would provide County Administrator Gary Kuhl with the contact information.

Comm. Russell later mentioned during his time that concerns had been expressed by neighboring residents regarding the use of air cannons at a blueberry farm which abutted his property. He agreed that the situation should be investigated, but indicated that such action might impinge on the Right to Farm Act.

County Attorney Garth Coller agreed.

Comm. Kingsley

Comm. Kingsley had no issues to discuss.

Comm. Russell

Comm. Russell had no items to report.

Chairman Stabins

Chairman Stabins had no comments.

County Administrator Gary Kuhl

County Administrator Gary Kuhl had no items to report.

County Attorney Garth Coller

County Attorney Garth Coller had no issues to discuss.

ADJOURNMENT

There being no further business to come before the Board at this time, the meeting adjourned at 12:55 p.m.

KAREN NICOLAI, CLERK

JEFF STABINS, CHAIRMAN

1002324008

HERNANDO TIMES

An Edition of the St. Petersburg Times
Published Daily
Brooksville, Hernando County, Florida

STATE OF FLORIDA
COUNTY OF HERNANDO:

Before the undersigned authority personally appeared Linda M Compton who on oath says that she is Legal Clerk of the Hernando Times a daily newspaper published at Brooksville, in Hernando County, Florida: that the attached copy of advertisement, being a Legal Notice in the matter of RE: Legal/Public Notice CLK07-19/DD

in the Court was published in said newspapers in the issues of April 11, 2007.

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

LM Compton
Signature of Affiant

Sworn to and subscribed before me this 11th day of April, 2007.

Mary Fanter
Commission # DD503974
Expires January 4, 2010
Bonded Troy Fain Insurance Inc 800-385-7019

Mary Fanter
Signature of Notary Public

Personally known x or produced identification ____

Type of identification produced ____

CLK07-19/DD
NOTICE OF EVIDENTIARY PROCEEDING
HERNANDO COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

The Board of County Commissioners will hold an Evidentiary Proceeding on April 24, 2007, at 10:00 a.m. in the John Law Ayers County Commission Chambers, Government Complex, 20 N. Main Street, Brooksville, Florida

PETITIONER: Shawn and Deborah Knight
FILE NUMBER: A-07-01
PURPOSE: Appeal of Administrative Decision to Allow a Pot-Bellied Pig in a Residential Zoning District
LOCATION: North side of Patio Court, beginning of cul de soc
LEGAL DESCRIPTION: Lot 30, Block 1733, Spring Hill Unit 25, as per plat thereof as recorded in Plat Book 10, pages 61 through 76, public records of Hernando County, FL

PETITIONER: Sandra Price
FILE NUMBER: A-07-02
PURPOSE: Appeal of Administrative Decision to Allow a Pot-Bellied Pig in a Residential Zoning District
LOCATION: South side of Cara Street, approximately 175' east of New Azora Road
LEGAL DESCRIPTION: Lot 2, Block 6, Phase I, Horizon North, as per plat thereof as recorded in Plat Book 20, page 7, public records of Hernando County, FL

You are further advised that if a person decides to appeal any decision made by the Board with respect to any matter considered at such meeting, he/she will need a record of the proceedings, and that, for such purpose, he/she may need to ensure a verbatim record of the proceedings is made which record includes the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities Act, persons with disabilities needing a special accommodation to participate in this proceeding should contact County Administration, 20 N. Main Street Room 460, Brooksville, FL 34601, telephone 352-754-4002, no later than three (3) days prior to the proceedings. If hearing impaired, telephone (TDD)1-(800)-676-3777.

/s/ Gary L. Fisher
Gary L. Fisher,
Zoning Administrator
By: Judith Gerhart, Administrative Secretary II
Dated this 29th day of March, 2007
Publish: April 11, 2007 (002324008)

1002323994

HERNANDO TIMES

An Edition of the St. Petersburg Times
Published Daily
Brooksville, Hernando County, Florida

STATE OF FLORIDA
COUNTY OF HERNANDO:

Before the undersigned authority personally appeared Linda M Compton who on oath says that she is Legal Clerk of the Hernando Times a daily newspaper published at Brooksville, in Hernando County, Florida: that the attached copy of advertisement, being a Legal Notice in the matter of RE: Legal/Public Notice CLK07-18

in the Court was published in said newspapers in the issues of April 11, 2007.

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

LM Compton
Signature of Affiant

Sworn to and subscribed before me this 11th day of April, 2007.

Mary Fanter
Commission # DD503974
Expires January 4, 2010
Bonded Troy Fain Insurance Inc 800-385-7019

Mary Fanter
Signature of Notary Public

Personally known x or produced identification ____

Type of identification produced ____

Legals | Legals

CLK07-18/DD

NOTICE OF PUBLIC HEARING
HERNANDO COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

The Board of County Commissioners will hold a Public Hearing to consider variance request(s) on April 24, 2007, at 10:00 a.m. in the John Law Ayers County Commission Chambers, Government Complex, 20 N. Main Street, Brooksville, Florida.

PETITIONER: William T. and Cheryl Woods
FILE NUMBER: V 07-17
PURPOSE: Variance to Increase Fence Height in Front Yard
GENERAL LOCATION: South side of Warm Wind Way, approximately 550 feet east of Whisper Ridge Trail
LEGAL: Lot 55 of Woodland Waters Phase 5, as per plat thereof recorded in Plat Book 33, pages 33-35, public records of Hernando County, FL

PETITIONER: Sandra Perez and Angel Orue
FILE NUMBER: V 06-70
PURPOSE: Variance to Reduce Front Yard Setback for Fence; and to Increase Fence Height and Fence Opacity in the Front Yard
GENERAL LOCATION: Corner of Hawthorne Road and Dorado Street
LEGAL: Lot 1, Block 1622, Spring Hill Unit 24, as per plat thereof recorded in Plat Book 10, pages 53-60, public records of Hernando County, FL

PETITIONER: Roger and Tracie Maier
FILE NUMBER: V 06-71
PURPOSE: Variance to Increase the Distance into a Waterway for a boatlift
GENERAL LOCATION: South side of Gulfwinds Circle, beginning of cul de sac
LEGAL: Lot 29, Gulf Coast Retreats Unit 2, as per plat thereof recorded in Plat Book 6, pages 89A-89B, public records of Hernando County, FL

PETITIONER: Susan Townsend
FILE NUMBER: V 07-05
PURPOSE: Variance to Reduce the Side Setback Requirement
GENERAL LOCATION: North side of Sumter Drive, approximately 300 feet east of Ivy Hill Lane
LEGAL: Lot 27 and W ½ of Lot 26, Block B of Rolling Acres Subdivision Unit 5, according to the plat thereof as recorded in Plat Book 7, page 36, public records of Hernando County, FL

You are further advised that if a person decides to appeal any decision made by the Board with respect to any matter considered at such meeting or hearing, he/she will need a record of the proceedings, and that, for such purpose, he/she may need to ensure a verbatim record of the proceedings is made which record includes the testimony and evidence upon which the appeal is to be based.

Any person wishing to be heard on this matter may be present to speak for or against this application.

In accordance with the Americans with Disabilities Act, persons with disabilities needing a special accommodation to participate in this proceeding should contact County Administration, 20 N. Main Street Room 460, Brooksville, FL 34601, telephone 352-754-4000, no later than three (3) days prior to the proceedings. If hearing impaired, telephone (TDD) 1-(800)-676-3777.

/s/Gary L. Fisher
Gary L. Fisher,
Zoning Administrator
By: Judith Gerhart, Administrative Secretary II
Dated this 29th day of March, 2007
Publish: April 11, 2007 (002323994)

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY

RESOLUTION 2007-

WHEREAS, forty years after the passage of the Equal Pay Act and Title VII of the Civil Rights Act, women and people of color continue to suffer the consequences of inequitable pay differentials; and

WHEREAS, according to statistics released in 2004 by the U.S. Census Bureau, year-round, full-time working women in 2003 earned only 76% of the earnings of year-round, full-time working men, indicating little change or progress in pay equity; and

WHEREAS, according to an analysis of data in over 300 classifications provided by the U.S. Department of Labor Statistics in 2001, women earn less in every occupational classification for which enough data is available, including occupations dominated by women (e.g., cashiers, retail sales, registered nurses and teachers); and

WHEREAS, over a working lifetime, this wage disparity costs the average American woman and her family an estimated $523,000 in lost wages, impacting Social Security benefits and pensions; and

WHEREAS, fair pay strengthens the security of families today and eases future retirement costs, while enhancing the American economy.

NOW, THEREFORE, BE IT RESOLVED BY THE HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS AS FOLLOWS:

SECTION 1. The Hernando County Board of County Commissioners hereby proclaims April 24, 2007, to be **Equal Pay Day** in Hernando County.

SECTION 2. The Hernando County Board of County Commissioners urges its citizens to recognize the full value of women's skills and significant contributions to the labor force, and further encourages businesses to conduct an internal pay evaluation to ensure women are being paid fairly.

ADOPTED in Regular Session this 24h day of April, 2007, A.D.

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

Attest:

Karen Nicolai **Clerk**	**Jeff Stabins** **Chairman**
Diane B. Rowden **Commissioner**	**Christopher A. Kingsley** **Vice Chairman**
David D. Russell, Jr. **Commissioner**	**Rose Rocco** **Second Vice Chairman**

AGENDA ITEM

C.

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY

RESOLUTION 2007- 129

WHEREAS, forty years after the passage of the Equal Pay Act and Title VII of the Civil Rights Act, women and people of color continue to suffer the consequences of inequitable pay differentials; and

WHEREAS, according to statistics released in 2004 by the U.S. Census Bureau, year-round, full-time working women in 2003 earned only 76% of the earnings of year-round, full-time working men, indicating little change or progress in pay equity; and

WHEREAS, according to an analysis of data in over 300 classifications provided by the U.S. Department of Labor Statistics in 2001, women earn less in every occupational classification for which enough data is available, including occupations dominated by women (e.g., cashiers, retail sales, registered nurses and teachers); and

WHEREAS, over a working lifetime, this wage disparity costs the average American woman and her family an estimated $523,000 in lost wages, impacting Social Security benefits and pensions; and

WHEREAS, fair pay strengthens the security of families today and eases future retirement costs, while enhancing the American economy.

NOW, THEREFORE, BE IT RESOLVED BY THE HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS AS FOLLOWS:

SECTION 1. The Hernando County Board of County Commissioners hereby proclaims April 24, 2007, to be **Equal Pay Day** in Hernando County.

SECTION 2. The Hernando County Board of County Commissioners urges its citizens to recognize the full value of women's skills and significant contributions to the labor force, and further encourages businesses to conduct an internal pay evaluation to ensure women are being paid fairly.

ADOPTED in Regular Session this 24h day of April, 2007, A.D.

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

Attest:

Karen Nicolai
Karen Nicolai
Clerk

Jeff Stabins
Chairman

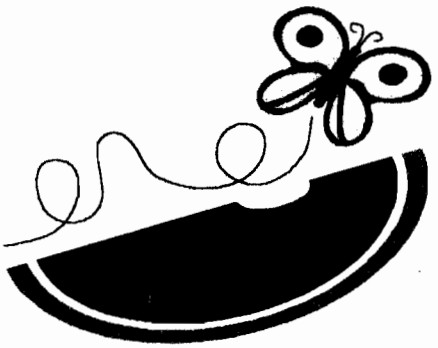
Diane B. Rowden
Diane B. Rowden
Commissioner

Christopher A. Kingsley
Vice Chairman

David D. Russell, Jr.
Commissioner

Rose Rocco
Second Vice Chairman

Welcome To Camp Aunt Reiko's



Thank You for choosing Aunt Reiko's Camp the price is $100.00 (includes food, memories photo and Aunt Reiko's Tee shirt & hat). Please have the children here by 8am on Tuesday May 29,2007 the children would then travel to the famous Dinsney's Fort Wilderness Resort & Campground. We would stay til Friday. The campground is the only campground that's right in the middle of the Walt Disney World Resort magic and fun. Nestled into 740 acres of woodlands, wilderness campsites for tents and are the perfect combination of the great outdoors and the comforts of home. They would enjoy sparkling pools, boating, fishing, biking, horseback riding, tennis, Chip 'n" Dale's Campfire Sing a long campfire and more.

This facility has bait, cable tv hookup, electric, groceries, hot showers, hot tub, ice, laundry, patio, pay phones, picnic shelter, pool heated, pool outdoor, tables and water access.

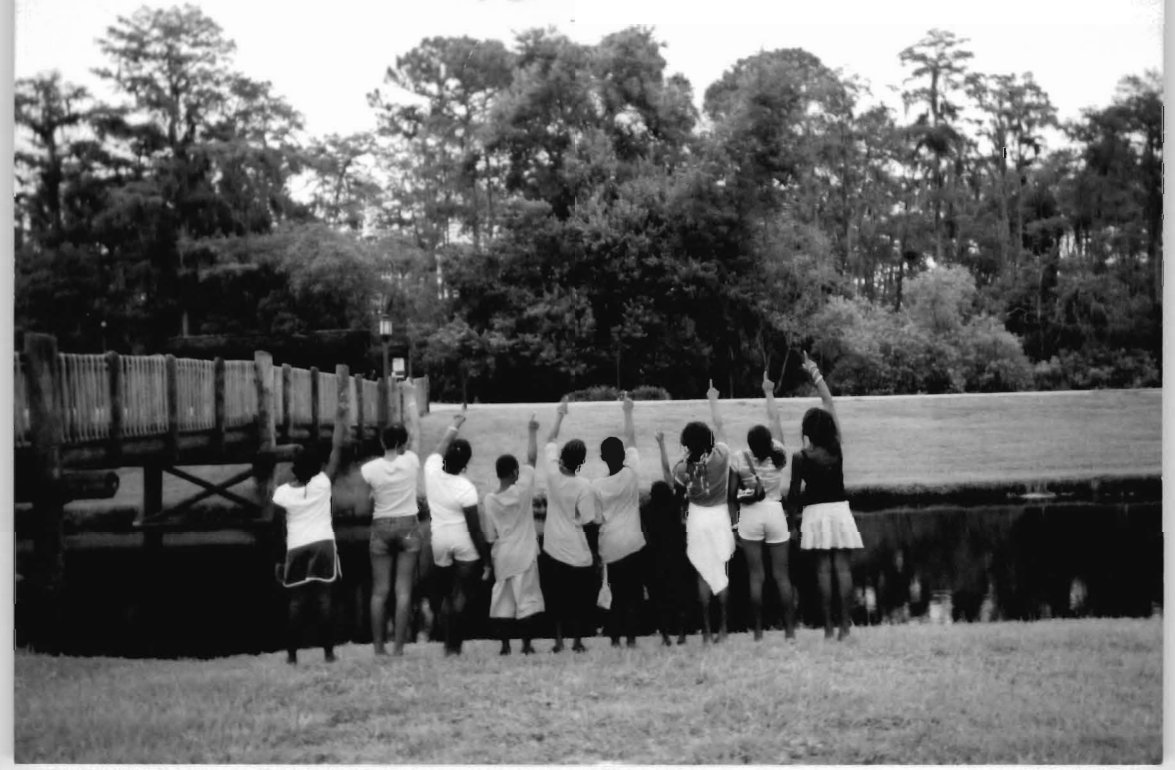
Aunt Reiko

Thank You for choosing
Aunt Reiko's Camp

"MINUTES OF"

APR - 4 2007

MTG DATE 4/24/07
AGENDA ITEM # D
EXHIBIT # Rachel Pearson



CONSENT AGENDA
APRIL 24, 2007

1. **ATTACHED**: Copy of a memorandum from Budget Director George Zoettlein advising that as per the contract for Community Legal Services of Mid-Florida, Inc., Hernando County is required to pay for these services up to a prescribed amount. Funds are collected in Fund #1242, Additional Court Costs, per State Statute 939.185. Any revenue collected over this amount is also required to be paid to the agency. At the close of fiscal year 2006 (September 30, 2006) additional funds had been collected but not turned over to the agency. The attached Budget Resolution recognizes these funds in fiscal year 2007 so they can be paid to the agency.
   RECOMMENDATION: Staff recommends the Board adopt Budget Resolution 2007-126 recognizing these funds in fiscal year 2007 so they can be paid to the agency.

2. **ATTACHED**: Copy of a memorandum from Purchasing and Contracts Director James Gantt advising of bids received for the Aerial Way Force Main Project. The scope of work includes construction of approximately 3,064 lineal feet of 16-inch force main along Aerial Way, and force main realignment from Spring Hill Drive to Corporate Boulevard. The bids received are as follows: Commercial Industrial Corp. - $341,579.06; Contech Construction Group LLC - $373,600.43; Lyric Services, Inc. – $389,054; Adkins Contracting, Inc. - $394,555.45; Pospiech Contracting, Inc. - $414,564.01; Marion Rock, Inc. - $423,854.20; GWP Construction, Inc. - $431,892.10; Coastal Underground Services, Inc. - $449,306; CI Contracting, Inc. - $467,199; Carl Hankins, Inc. - $569,429.40; DAB Constructors, Inc. - $670,000.
   RECOMMENDATION: Staff recommends the Board award the bid for the Aerial Way Force Main Project to Commercial Industrial Corp., in the total amount of $341,579.06.

3. **ATTACHED**: Copy of a memorandum from Public Works Director/County Engineer Charles Mixson, P.E., advising that the Board approved participation in the Florida Department of Transportation's Local Agency Program. The attached agreement provides up to $117,738 reimbursement to the County for the design activities phase of the Darby Lane Sidewalk Project. Design and construction costs are currently estimated at $200,000.
   RECOMMENDATION: Staff recommends the Board adopt Resolution 2007-127 authorizing the execution of the Joint Participation Agreement, Budget Resolution 2007-128 establishing the project budget, approve the Local Agency Program agreement, and authorize the Chairman's signature on all related documents.

4. **ATTACHED**: Copy of a memorandum from Airport Director Donald Silvernell advising that the Airport has had a Ground Lease Agreement

with Rudolph and Asenath Rostel for Lot 13 of the Airport Industrial Park, Unit I since April 1987. The Rostel's are selling their leasehold improvements to K&V Real Estate, LLC. K&V has requested a new lease using the current lease template as drafted by the County Attorney's Office. Approval of a new lease will require termination of the existing lease. Neither document will become effective until the sale of the leasehold improvements has occurred.
RECOMMENDATION: Staff recommends the Board approve the lease termination with Rudolph and Asenath Rostel and the new lease with K&V Real Estate, LLC, for Lot 13 of the Airport Industrial Park, Unit I, and authorize the Chairman's signature thereon.

5. **ATTACHED**: Copy of a memorandum from Airport Director Donald Silvernell advising that the Airport has had a Ground Lease Agreement with Dennis and Pamela Wilfong for Lot 36 of the Airport Industrial Park, Unit I since April 11, 1995, and Lot 37 of the Airport Industrial Park, Unit I since December 3, 1991. The Airport has negotiated a new lease with the Wilfong's for Lot 37 utilizing the new lease template as drafted by the County Attorney's Office. The new lease terminates the Wilfong's lease on Lot 36 allowing this lot to be utilized for construction of the new Airport Office Facility currently approved in the Airport's budget and funded in part with a grant from the Florida Department of Transportation.
RECOMMENDATION: Staff recommends the Board approve the new lease with Dennis and Pamela Wilfong for Lot 37 of the Airport Industrial Park, Unit I, and authorize the Chairman's signature thereon.

6. **ATTACHED**: Copy of a memorandum from Purchasing and Contracts Director James Gantt advising of bids received for furnishing white concrete sand for the Parks and Recreation Department. The bids are as follows: Patco Transport - $16.30/ton; Cliff's Construction - $24.75/ton; E.R. Jahna - $27.50/ton. Patco Transport added a 10% increase for the second twelve-month period of the 24-month term of the contract; however, even with the increase, the price per ton is 43.5% less than the next lowest bid.
RECOMMENDATION: Staff recommends the Board award a twenty-four month term contract, with renewal clause, for the supply and delivery of white concrete sand to Patco Transport, Inc., effective upon date of award, and based on the unit price bid. The estimated expenditure during the first twelve months is $48,000.

7. **ATTACHED**: Copy of a memorandum from Purchasing and Contracts Director James Gantt advising of bids received for the Airport Roadway Improvements Project. The scope of work includes: construction of approximately 13,000 linear feet of new collector roadway with associated clearing, grubbing and storm water facilities. The bids received are as follows: Goodwin Bros. Construction, Inc. - $2,811,194.76; Counts Construction - $3,629,034.76; Southern Site works – $3,827,374.50;

Simmons Construction Co. - $4,032,035.26; Prince Contracting Co., Inc. - $4,558,625.50; Hewitt Contracting Co., Inc. - $4,621,658.30; Specialized Services, Inc. - $4,806,983.60; D.A.B. Constructors, Inc. - $4,888,888.88. (See complete bid tabulation attached).
RECOMMENDATION: Staff recommends the Board adopt Budget Resolutions 2007-127 and 2007-128 recognizing loan proceeds and outside funding for the project, award the bid for the Airport Roadway Improvements Project, in the total amount of $2,847,434.76 (South Airport Roads and Aerial Way Base Bids plus South Airport Roads Alternate Items #1 and #2), to Goodwin Bros. Construction, Inc., authorize the Airport Director, or his designee, to approve change orders for contract time extension, should such time extension be necessary due to inclement weather conditions, and authorize the Chairman's signature on all related documents.

8. **ATTACHED**: Copy of a memorandum from Utilities Department Finance Coordinator Brooks Ahrens transmitting an Interim Disposal Special Assessment Lien to be filed against property owned by Gertrude F. Mahoney in the amount of $240.63. The property owner has failed to pay the interim disposal assessment due by ordinance after three consecutive monthly invoices were mailed and a certified letter was sent.
RECOMMENDATION: Staff recommends the Board approve the filing of the above listed Interim Disposal Special Assessment Lien and authorize the Chairman's signature thereon.

9. **ATTACHED**: Copy of a memorandum from Code Enforcement Director Frank McDowell III advising of a request received to reduce the payoff of an outstanding public nuisance abatement special assessment lien on property owned by Alex Reece, Madison Avenue of Gainesville. The lien filed against this property has a pay-off of $443.33 as of April 1, 2007. The property owner remitted payment in the amount of $380 and stated that the property will be kept properly maintained and in compliance of Hernando County Code. This remittance reflects the total amount due with a reduction of interest. Settlement appears to be in the best interest of the County, as actual costs incurred would be recovered.
RECOMMENDATION: Staff recommends the Board approve the reduction of interest on the public nuisance abatement special assessment lien and accept payment of $380, and authorize the Chairman's signature on the release of lien.

10. **ATTACHED**: Copy of a memorandum from Assistant Utilities Director David Horne requesting the Board approve the execution of an unsolicited proposed contract from Timberline energy, LLC for the purchase of the landfill methane gas being generated at the Hernando County Northwest Solid Waste Facility Landfill. The gas will be utilized as an energy source within Hernando County at the site of Florida Rock. The Hernando County Solid Waste Department is scheduled to install a gas flare during

the construction phase of cell 3. This proposal and its timing are perfect relative to the landfill construction project.
RECOMMENDATION: Staff recommends the Board approve the execution of the contract with Timberline Energy, LLC. The County will immediately begin generating revenues of $2,000/month until the landfill gas system is operational.

11. **ATTACHED**: Copy of a memorandum from Planning Director Ronald Pianta advising that Sunrise Lands Partnership submitted an application for a Development of Regional Impact under Section 380.06, F.S., in May of 2005. The application consists of 4,800 units, 75 motel rooms, 365,000 square feet of retail, 50,000 square feet of office, a golf course and clubhouse. On November 29, 2006, the Withlacoochee Regional Planning Council (WRPC) issued a notice that the applicant declared sufficiency. Under the Statute, upon notification from WRPC that the application has been declared sufficient the local government must set a public hearing date at its next regular meeting. A public hearing was scheduled by the Board for May 7, 2007; however, this hearing date was canceled at the request of the applicant to allow time for the preparation of an associated Development Order and the scheduling of an interim workshop on the SR50/I-75 PDD. Therefore, a new public hearing date must be set by the Board.
RECOMMENDATION: Staff recommends the Board establish July 19, 2007, at 9:00 A.M., as the public hearing date and time for the Sunrise DRI.

12. **ATTACHED**: Copy of a memorandum from Interim Utilities Director Jesse Goodwin advising that staff has spent several months negotiating a Supplemental Water Agreement with the developer of the Seville Subdivision to replace the existing Seville Water Treatment Plant. The new water plant is necessary to serve the proposed 2,780 residential units along with adjacent 54,000 square feet of non-residential development. A new water treatment plant will be designed and constructed and will include a 2 million gallon ground storage tank, a new high service pump station, electrical upgrades and emergency generator. The Agreement provides that the developer agrees to the prepayment of 25% of the water connection fees equal to 695 ERUs at a cost of $1,147 per ERU for the proposed 2,780 unit Seville Subdivision in the total amount of $797,165. After the initial 695 prepaid connections have been used all other water connection fees will be paid at the current water connection fee rate in effect at the time payment is made.
RECOMMENDATION: Staff recommends the Board approve the Supplemental Water Agreement, since the new Seville Water Plant will help to supply the future water demand of the proposed Seville Subdivision and surrounding area and the development will provide upfront funding for the project.

13. **ATTACHED**: Copy of a memorandum from Planning Director Ron Pianta advising of an applicant request to be allowed to clear, perform site grading and utility work for J.C. Penneys on a portion of the proposed Nature Coast Commons subdivision. The plans have been reviewed by the affected County agencies and are in compliance with the County's current development standards. The Southwest Florida Water Management District (SWFWMD) has issued a completeness letter for the construction of the project. No site work shall commence until all required permits have been issued by the affected agencies.
RECOMMENDATION: Staff recommends the Board approve the clearing, grading and utility work to commence in the first phase of Nature Coast Commons.

14. **APPROVAL OF DISBURSEMENTS**
Week Ending April 13, 2007.

15. **APPROVAL OF MINUTES/VOTING RECORDS**
Regular Meeting of April 3, 2007.
Land Use Meeting of April 11, 2007.

HERNANDO COUNTY
OFFICE OF MANAGEMENT & BUDGET
AGENDA MEMORANDUM

To: Honorable Chairperson and Members, Board of County Commissioners

Via: Gary W. Kuhl, County Administrator GWK

From: George W. Zoettlein, Director, Office of Management and Budget

Subject: Additional Revenue for Legal Aid Program

Date: April 24, 2007

BRIEF OVERVIEW:
As per the contract for Community Legal Services of Mid-Florida, Inc., Hernando County is required to pay for these services up to a prescribed amount. Funds are collected in Fund #1242, Additional Court Costs, per State Statute 939.185. Any revenue collected over this amount is also required to be paid to the agency. At the close of fiscal year 2006 (September 30, 2006) additional funds had been collected but not turned over to the agency. The attached budget resolution recognizes these funds in fiscal year 2007 so they can be paid to the agency.

BUDGET IMPACT:
Increase Fiscal Year 2007 budget by $22,232.70

LEGAL IMPACT:
Board of County Commissioners is authorized to act on this matter per Chapter 129.06, Florida Statutes.

STAFF RECOMMENDATION:
Staff recommends the Board approve the attached budget resolution.

ADMINISTRATIVE REVIEW:
_____ Reviewed
_____ See Attached Memo
_____ County Attorney's Review

CONSENT AGENDA ITEM 1.

RESOLUTION NO.: 2007-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY AMENDING THE BUDGET TO REFLECT INCREASED FUNDS OR REVENUES NOT ANTICIPATED IN THE 2007 BUDGET, PURSUANT TO §129.06 OF THE FLORIDA STATUTES, APPROPRIATING AND EXPENDING INCREASED FUNDS AS PROVIDED BY THE AMENDED BUDGET; AND ADDING INCREASED AND UNANTICIPATED REVENUES TO THE PROPER FUND OF THE BUDGET.

WHEREAS, Hernando County is in receipt of funds not anticipated when the budget for the 2007 Fiscal Year was adopted; and,

WHEREAS, pursuant to §129.06 of the Florida Statutes, the budget for Fiscal Year 2007 must be amended to account for these unanticipated increased revenues; and,

WHEREAS, the total 2007 Fiscal Year Adopted Budget will be adjusted in the amount set forth below and the total estimated receipts, including balances brought forward, shall equal the total of the appropriations and reserves.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY, FLORIDA, AS FOLLOWS:

REVENUES

Account Number	Account Name	Present Budget	Increase/ Decrease	Amended Budget
1242-3489220	Court Costs - Legal Aid	37,163.00	22,232.70	$59,395.70
				0.00
				0.00
				0.00
	TOTAL	$37,163.00	$22,232.70	$59,395.70

APPROPRIATION

Account Number	Account Name	Present Budget	Increase/ Decrease	Amended Budget
1242-02331-5303401	Contracted Services	36,791.00	22,232.70	$59,023.70
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
	TOTAL	$36,791.00	$22,232.70	$59,023.70

ADOPTED this _____ day of _____, 2007.

BY: Erica D. Moore
County Attorney's Office 4/18/07
(Approved as to Form and Legal Sufficiency)

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

Attest: _____
KAREN NICOLAI
Clerk

By: _____
Chairperson

Office of Management and Budget use only:			Verified by:	Date:	
Fund Number: 1242	Dept. Number: 90600	Div. No. 02331	Approved by:	Date: 4/4/07	R2007-1037

Revised 9/28/05

HERNANDO COUNTY
OFFICE OF MANAGEMENT & BUDGET
AGENDA MEMORANDUM

To: Honorable Chairperson and Members, Board of County Commissioners

Via: Gary W. Kuhl, County Administrator

From: George W. Zoettlein, Director, Office of Management and Budget

Subject: Additional Revenue for Legal Aid Program

Date: April 24, 2007

BRIEF OVERVIEW:
As per the contract for Community Legal Services of Mid-Florida, Inc., Hernando County is required to pay for these services up to a prescribed amount. Funds are collected in Fund #1242, Additional Court Costs, per State Statute 939.185. Any revenue collected over this amount is also required to be paid to the agency. At the close of fiscal year 2006 (September 30, 2006) additional funds had been collected but not turned over to the agency. The attached budget resolution recognizes these funds in fiscal year 2007 so they can be paid to the agency.

BUDGET IMPACT:
Increase Fiscal Year 2007 budget by $22,232.70

LEGAL IMPACT:
Board of County Commissioners is authorized to act on this matter per Chapter 129.06, Florida Statutes.

STAFF RECOMMENDATION:
Staff recommends the Board approve the attached budget resolution.

ADMINISTRATIVE REVIEW:
_____ Reviewed
_____ See Attached Memo
_____ County Attorney's Review

"MINUTES OF"
APR 24 2007

CONSENT
AGENDA ITEM 1.

RESOLUTION NO.: 2007-126

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY AMENDING THE BUDGET TO REFLECT INCREASED FUNDS OR REVENUES NOT ANTICIPATED IN THE 2007 BUDGET, PURSUANT TO §129.06 OF THE FLORIDA STATUTES, APPROPRIATING AND EXPENDING INCREASED FUNDS AS PROVIDED BY THE AMENDED BUDGET; AND ADDING INCREASED AND UNANTICIPATED REVENUES TO THE PROPER FUND OF THE BUDGET.

WHEREAS, Hernando County is in receipt of funds not anticipated when the budget for the 2007 Fiscal Year was adopted; and,

WHEREAS, pursuant to §129.06 of the Florida Statutes, the budget for Fiscal Year 2007 must be amended to account for these unanticipated increased revenues; and,

WHEREAS, the total 2007 Fiscal Year Adopted Budget will be adjusted in the amount set forth below and the total estimated receipts, including balances brought forward, shall equal the total of the appropriations and reserves.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY, FLORIDA, AS FOLLOWS:

REVENUES

Account Number	Account Name	Present Budget	Increase/ Decrease	Amended Budget
1242-3489220	Court Costs - Legal Aid	37,163.00	22,232.70	$59,395.70
				0.00
				0.00
				0.00
	TOTAL	$37,163.00	$22,232.70	$59,395.70

APPROPRIATION

Account Number	Account Name	Present Budget	Increase/ Decrease	Amended Budget
1242-02331-5303401	Contracted Services	36,791.00	22,232.70	$59,023.70
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
	TOTAL	$36,791.00	$22,232.70	$59,023.70

ADOPTED this 24th day of April, 2007.

BY: Erica D. Moore 4/18/07
County Attorney's Office
(Approved as to Form and Legal Sufficiency)

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

Attest: Karen Nicolai
KAREN NICOLAI
Clerk

BOARD OF COUNTY COMMISSIONERS HERNANDO COUNTY FLORIDA

By: _____

Chairperson

Office of Management and Budget use only:
Fund Number: 1242 Dept. Number: 90600 Div. No. 02331 Verified by: Date:
Approved by: Date: 4/4/07 R2007-1037

Revised 9/28/05

MEMORANDUM

TO: THE HONORABLE CHAIRMAN AND MEMBERS OF THE WATER AND SEWER DISTRICT BOARD

VIA: GARY W, KUHL, COUNTY ADMINISTRATOR

FROM: JAMES D. GANTT, CPPO, C.P.M., DIRECTOR
PURCHASING AND CONTRACTS DEPARTMENT

DATE: APRIL 11, 2007

SUBJECT: AERIAL WAY FORCE MAIN PROJECT
SOLICITATION NO. 07-049

Brief Overview: The Hernando County Utilities Department prepared contract documents for the Aerial Way Force Main Project. The scope of work includes construction of approximately 3,064 lineal feet of 16-inch force main along Aerial Way; and, force main realignment from Spring Hill Drive to Corporate Boulevard.

Budget Impact: Funding is available in line item account 07211-5666515.

Reviewed

Legal Impact: In accordance with Part II, Chapter 2, Article V, Hernando County Code of Ordinances.

Reviewed **LR No. 07-140**

RECOMMENDED ACTION: Staff recommends that the Board award the bid for the Aerial Way Force Project to Commercial Industrial Corp. in the total amount of $341,579.06. Commercial Industrial Corp., submitted the lowest, responsive bid. The Utilities Department and Purchasing and Contracts concur on this recommendation.

CONSENT AGENDA ITEM 2.

TABULATION OF BIDS

Purchasing and Contracts placed the legal advertisements, posted the advertisement on the County's website and mailed Invitations for Bid to prospective vendors to procure bids for the Aerial Way Force Main project. The following is a summary of responses received.

BIDDERS	TOTAL BID AMOUNT
Commercial Industrial Corp. Reddick, Florida	$341,579.06
Contech Construction Group LLC Hernando Beach, Florida	$373,600.43
Lyric Services, Inc. Brooksville, Florida	$389,054.00
Adkins Contracting, Inc. Ruskin, Florida	$394,555.45
Pospiech Contracting, Inc. Inverness, Florida	$414,564.01
Marion Rock, Inc. Ocala, Florida	$423,854.20
GWP Construction, Inc. Anthony, Florida	$431,892.10
Coastal Underground Services, Inc. Crystal River, Florida	$449,306.00
CI Contracting, Inc. Novi, Michigan	$467,199.00
Carl Hankins, Inc. Tampa, Florida	$569,429.40
DAB Constructors, Inc. Inglis, Florida	$670,000.00

EVALUATION OF BIDS

Bids were evaluated on the basis of price, conformance with specifications, and the bidder's ability to perform the contracts in accordance with the terms, conditions and specifications required. Bid responses were reviewed and evaluated by the Utilities Department and Purchasing and Contracts. Staff has determined that Commercial Industrial Corp. of Reddick, Florida, submitted the lowest responsive, responsible bid.

/BH

MEMORANDUM

RECEIVED
CENTRAL PURCHASING
07 APR 11 PM 2:05

To: James Gantt, Purchasing Director
Purchasing & Contracts

Thru: Dale Ravencraft, Assistant Utilities Director KDR
Utilities Department

From: Mark Morgan, P.E. MCM
Utilities Department

Date: April 10, 2007

Subject: Aerial Way Force Main Project
Solicitation No. 07-049

Please prepare an agenda item to the Board recommending approval of Commercial Industrial Group, LLC, in the amount of $341,579 for the subject project.

Funding for the subject project will come from account number 07211-5666515.

If you have any questions please call me at 540-4368, Ext.35151. Thank you for your assistance.

HERNANDO COUNTY
PURCHASING AND CONTRACTS DEPARTMENT
20 NORTH MAIN STREET, ROOM 265, BROOKSVILLE, FL 34601-2828

BID TABULATION
SOLICITATION TITLE: AERIAL WAY FORCE MAIN

SOLICITATION NO. 07-049

BID OPENING: APRIL 4, 2007 AT 3:00 P.M.

	BIDDERS			Commercial Industrial Corp 11810 NW 115th Ave. Reddick, FL 32686 Matt C. Rudnianyn, President		Comtech Construction Group LLC 4486 Gulfstream Hernando Beach, FL 34607 Greg Cecil, Chief Manager		Lyric Services, Inc. 21443 Lake Lindsey Rd Brooksville, FL 34601 R. L. (Rick) Daniel, Vice President		Adkins Contracting, Inc. P.O. Box 189 Ruskin, FL 33575 Jackie Dean Adkins, President	
ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1.0	**Mobilization & Demobilization**	1	LS	$9,384.00	$9,384.00	$22,656.00	$22,656.00	$22,937.00	$22,937.00	$11,150.00	$11,150.00
2.0	**Maintenance of Traffic**	1	LS	$6,500.00	$6,500.00	$826.00	$826.00	$700.00	$700.00	$2,618.00	$2,618.00
3.0	**Sewer Force Main**										
3.1	Furnish and Install 16" Dia. PVC C-905 DR18	3064	LF	$35.51	$108,802.64	$40.95	$125,470.80	$35.75	$109,538.00	$64.75	$198,394.00
3.2	16" Dia. PVC C-905 DR18 @ Ex. Parking Lot, Sta. 103+45 to Sta. 104+80	135	LF	$32.00	$4,320.00	$56.69	$7,653.15	$50.00	$6,750.00	$42.00	$5,670.00
3.3	16" Dia. PVC C-905 DR18 @ Future DRA, Sta. 115+95 to Sta. 123+75	925	LF	$31.52	$29,156.00	$68.03	$62,927.75	$67.00	$61,975.00	$42.00	$38,850.00
3.4	Connection to Existing 10" FM @ Sta. 100+44 ±	1	LS	$2,612.00	$2,612.00	$1,519.96	$1,519.96	$25,000.00	$25,000.00	$3,942.00	$3,942.00
3.5	Connection to Existing 2" FM @ Sta. 102+58 ±	1	LS	$1,514.00	$1,514.00	$267.42	$267.42	$1,600.00	$1,600.00	$2,177.00	$2,177.00
3.6	Connection to Existing 8" FM @ Sta. 126+17 ±	1	LS	$2,560.58	$2,560.58	$1,082.76	$1,082.76	$6,900.00	$6,900.00	$2,765.00	$2,765.00
4.0	**Sewer Force Main Fittings and Appurtenances**										
4.1	Combination 4" Gate/Check Valve and Vault Assembly Complete	1	EA	$5,357.00	$5,357.00	$4,695.09	$4,695.09	$6,600.00	$6,600.00	$3,913.00	$3,913.00
4.2	Air Vacuum Release Valve Assembly with Bollards Complete	2	EA	$9,195.40	$18,390.80	$9,045.04	$18,090.08	$9,150.00	$18,300.00	$7,420.00	$14,840.00
4.3	Electronic Locator Wire and Riser Assembly Complete	3	EA	$158.23	$474.69	$187.12	$561.36	$230.00	$690.00	$218.00	$654.00
4.4	16" Dia. Resilient Seated Gate Valve Assembly Complete	10	EA	$5,402.00	$54,020.00	$4,417.70	$44,177.00	$4,000.00	$40,000.00	$2,202.00	$22,020.00
4.5	12" Dia. Resilient Seated Gate Valve Assembly Complete	4	EA	$3,108.00	$12,432.00	$2,221.04	$8,884.16	$2,000.00	$8,000.00	$2,202.00	$8,808.00
4.6	16" Dia. 11.25 Deg. M.J. Bend	1	EA	$2,243.75	$2,243.75	$1,621.06	$1,621.06	$1,500.00	$1,500.00	$1,906.00	$1,906.00
4.7	16" Dia. 22.5 Deg. M.J. Bend	2	EA	$2,244.98	$4,489.96	$1,621.06	$3,242.12	$1,500.00	$3,000.00	$1,906.00	$3,812.00
4.8	16" Dia. 45 Deg. M.J. Bend	1	EA	$2,379.81	$2,379.81	$1,806.45	$1,806.45	$1,600.00	$1,600.00	$2,041.00	$2,041.00
4.9	10" Dia. 45 Deg. M.J. Bend	5	EA	$1,147.76	$5,738.80	$760.70	$3,803.50	$685.00	$3,425.00	$1,804.00	$9,020.00
4.10	6" Dia. 45 Deg. M.J. Bend	1	EA	$681.58	$681.58	$429.35	$429.35	$370.00	$370.00	$508.00	$508.00
4.11	8" Dia. 45 Deg. M.J. Bend	1	EA	$860.06	$860.06	$514.37	$514.37	$460.00	$460.00	$595.00	$595.00
4.12	16"x 16"x 16" M.J. Wye	1	EA	$7,582.31	$7,582.31	$6,686.14	$6,686.14	$6,000.00	$6,000.00	$6,948.00	$6,948.00
4.13	16"x 16"x 10" M.J. Wye	1	EA	$6,178.78	$6,178.78	$5,373.20	$5,373.20	$4,775.00	$4,775.00	$5,549.00	$5,549.00
4.14	16"x 16"x 8" M.J. Wye	1	EA	$5,929.34	$5,929.34	$5,145.02	$5,145.02	$4,565.00	$4,565.00	$5,316.00	$5,316.00
4.15	16"x 16"x 6" M.J. Wye	1	EA	$5,839.00	$5,839.00	$5,058.91	$5,058.91	$4,400.00	$4,400.00	$5,310.00	$5,310.00
4.16	16"x 12" M.J. Reducer	1	EA	$2,364.30	$2,364.30	$1,526.65	$1,526.65	$1,400.00	$1,400.00	$1,784.00	$1,784.00
4.17	12"x 8" M.J. Reducer	1	EA	$1,302.48	$1,302.48	$861.66	$861.66	$770.00	$770.00	$984.00	$984.00
4.18	6"x 4" M.J. Reducer	1	EA	$660.00	$660.00	$407.99	$407.99	$350.00	$350.00	$473.00	$473.00
4.19	4"x 2" M.J. Reducer	1	EA	$449.16	$449.16	$373.18	$373.18	$300.00	$300.00	$330.00	$330.00
5.0	**Miscellaneous**										
5.1	Saw-Cut Existing & Remove Pavement & Conc. Wheel Stops, Restore To Pre-Construction Condition	1	LS	$2,219.55	$2,219.55	$7,156.70	$7,156.70	$3,500.00	$3,500.00	$5,442.00	$5,442.00
5.2	Salvage Existing Air Release Valve	2	EA	$1,084.08	$2,168.16	$236.00	$472.00	$100.00	$200.00	$617.00	$1,234.00
5.3	Existing 2" FM Conflict Resolution	1	EA	$3,184.97	$3,184.97	$236.00	$236.00	$100.00	$100.00	$1,088.00	$1,088.00
5.4	Existing 8" FM Conflict Resolution	1	EA	$3,184.97	$3,184.97	$708.00	$708.00	$100.00	$100.00	$1,088.00	$1,088.00
5.5	Parking Lot Seal Coating and Restriping	1065	SY	$4.05	$4,313.25	$2.66	$2,832.90	$2.60	$2,769.00	$4.53	$4,824.45
5.6	Unsuitable Material Removal	50	CY	$7.80	$390.00	$4.72	$236.00	$1.00	$50.00	$6.90	$345.00
5.7	Additional Select Fill Material	50	CY	$11.42	$571.00	$7.39	$369.50	$1.00	$50.00	$6.90	$345.00
5.8	Additional Concrete	20	CY	$256.19	$5,123.80	$187.18	$3,743.60	$220.00	$4,400.00	$109.00	$2,180.00
5.9	Additional Sodding	1000	SY	$2.43	$2,430.00	$2.12	$2,120.00	$1.75	$1,750.00	$0.40	$400.00
5.10	Additional Seed and Mulch	1200	SY	$0.61	$732.00	$0.30	$360.00	$0.40	$480.00	$0.10	$120.00
5.11	16" X 16" X 16" TEE	1	EA	$3,896.68	$3,896.68	$6,567.00	$6,567.00	$1,700.00	$1,700.00	$2,943.00	$2,943.00
5.12	16" X 12" Reducer	2	EA	$2,059.57	$4,119.14	$2,726.78	$5,453.56	$1,350.00	$2,700.00	$2,072.00	$4,144.00
5.13	Connection to Existing 12" FM @ STA. 132 ±	1	LS	$1,905.38	$1,905.38	$2,122.53	$2,122.53	$26,500.00	$26,500.00	$5,119.00	$5,119.00
5.14	16" X 16" X 4" TEE	1	EA	$3,579.16	$3,579.16	$4,940.83	$4,940.83	$1,950.00	$1,950.00	$4,400.00	$4,400.00
5.15	4" Gate Valve	1	EA	$1,537.96	$1,537.96	$620.68	$620.68	$900.00	$900.00	$506.00	$506.00
	TOTAL BID AMOUNT				$341,579.06		$373,600.43	Ext. errors corrected	$389,054.00	Ext. error corrected	$394,555.45

HERNANDO COUNTY
PURCHASING AND CONTRACTS DEPARTMENT
20 NORTH MAIN STREET, ROOM 265, BROOKSVILLE, FL 34601-2828

BID TABULATION
SOLICITATION TITLE: AERIAL WAY FORCE MAIN

SOLICITATION NO. 07-049

BID OPENING: APRIL 4, 2007 AT 3:00 P.M.

	BIDDERS			Pespitech Contracting, Inc. 201 South Apopka Ave. Inverness, FL 34450 Michael A. Hartman, Vice President		Marion Rock, Inc. 5979 SE Maricamp Rd. Ocala, FL 34472 James T. Boutwell, President		GWP Construction, Inc. PO Box 190 Anthony, Fl 32617 Gary W. Pauley, President		Coastal Underground Services, Inc. 2190 N. Crede Ave. Crystal River, FL 34428 Mitchell Twardosky, President	
ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1.0	**Mobilization & Demobilization**	1	LS	$45,000.00	$45,000.00	$25,498.75	$25,498.75	$40,075.00	$40,075.00	$19,902.00	$19,902.00
2.0	**Maintenance of Traffic**	1	LS	$5,800.00	$5,800.00	$2,500.00	$2,500.00	$967.00	$967.00	$4,580.00	$4,580.00
3.0	**Sewer Force Main**										
3.1	Furnish and Install 16" Dia. PVC C-905 DR18	3064	LF	$46.29	$141,832.56	$45.30	$138,799.20	$47.40	$145,233.60	$58.00	$177,712.00
3.2	16" Dia. PVC C-905 DR18 w/ Ex. Parking Lot. Sta. 103+45 to Sta. 104+80	135	LF	$43.17	$5,827.95	$63.00	$8,505.00	$58.00	$7,830.00	$51.00	$6,885.00
3.3	16" Dia. PVC C-905 DR18 w/ Future DRA. Sta. 115+95 to Sta. 123+75	925	LF	$41.65	$38,526.25	$65.60	$60,680.00	$69.35	$64,148.75	$59.00	$54,575.00
3.4	Connection to Existing 10" FM w/ Sta. 100+44 ±	1	LS	$5,800.00	$5,800.00	$2,100.00	$2,100.00	$2,136.00	$2,136.00	$8,900.00	$8,900.00
3.5	Connection to Existing 2" FM w/ Sta. 102+58 ±	1	LS	$1,100.00	$1,100.00	$1,120.00	$1,120.00	$622.00	$622.00	$665.00	$665.00
3.6	Connection to Existing 8" FM w/ Sta. 126+17 ±	1	LS	$2,000.00	$2,000.00	$1,860.00	$1,860.00	$10,256.00	$10,256.00	$3,925.00	$3,925.00
4.0	**Sewer Force Main Fittings and Appurtenances**										
4.1	Combination 4" Gate/Check Valve and Vault Assembly Complete	1	EA	$3,800.00	$3,800.00	$11,500.00	$11,500.00	$3,517.00	$3,517.00	$4,090.00	$4,090.00
4.2	Air Vacuum Release Valve Assembly with Bollards Complete	2	EA	$8,900.00	$17,800.00	$10,250.00	$20,500.00	$8,794.00	$17,588.00	$10,400.00	$20,800.00
4.3	Electronic Locator Wire and Riser Assembly Complete	3	EA	$250.00	$750.00	$340.00	$1,020.00	$142.00	$426.00	$190.00	$570.00
4.4	16" Dia. Resilient Seated Gate Valve Assembly Complete	10	EA	$4,900.00	$49,000.00	$5,660.00	$56,600.00	$4,595.00	$45,950.00	$4,925.00	$49,250.00
4.5	12" Dia. Resilient Seated Gate Valve Assembly Complete	4	EA	$2,500.00	$10,000.00	$3,760.00	$15,040.00	$2,000.00	$8,000.00	$2,150.00	$8,600.00
4.6	16" Dia. 11.25 Deg. M.J. Bend	1	EA	$2,000.00	$2,000.00	$2,025.00	$2,025.00	$1,858.00	$1,858.00	$1,950.00	$1,950.00
4.7	16" Dia. 22.5 Deg. M.J. Bend	2	EA	$2,000.00	$4,000.00	$2,025.00	$4,050.00	$1,858.00	$3,716.00	$1,950.00	$3,900.00
4.8	16" Dia. 45 Deg. M.J. Bend	1	EA	$2,100.00	$2,100.00	$2,200.00	$2,200.00	$1,984.50	$1,984.50	$2,090.00	$2,090.00
4.9	10" Dia. 45 Deg. M.J. Bend	5	EA	$1,900.00	$9,500.00	$1,500.00	$7,500.00	$1,640.00	$8,200.00	$1,885.00	$9,425.00
4.10	6" Dia. 45 Deg. M.J. Bend	1	EA	$430.00	$430.00	$580.00	$580.00	$423.00	$423.00	$500.00	$500.00
4.11	8" Dia. 45 Deg. M.J. Bend	1	EA	$600.00	$600.00	$690.00	$690.00	$544.00	$544.00	$645.00	$645.00
4.12	16"x 16"x 16" M.J. Wye	1	EA	$7,400.00	$7,400.00	$8,300.00	$8,300.00	$6,851.00	$6,851.00	$6,763.00	$6,763.00
4.13	16"x 16"x 10" M.J. Wye	1	EA	$5,900.00	$5,900.00	$6,650.00	$6,650.00	$5,449.00	$5,449.00	$5,450.00	$5,450.00
4.14	16"x 16"x 8" M.J. Wye	1	EA	$5,600.00	$5,600.00	$6,360.00	$6,360.00	$5,015.00	$5,015.00	$5,225.00	$5,225.00
4.15	16"x 16"x 6" M.J. Wye	1	EA	$5,500.00	$5,500.00	$6,250.00	$6,250.00	$5,238.00	$5,238.00	$4,950.00	$4,950.00
4.16	16"x 12" M.J. Reducer	1	EA	$1,800.00	$1,800.00	$1,930.00	$1,930.00	$1,650.00	$1,650.00	$1,510.00	$1,510.00
4.17	12"x 8" M.J. Reducer	1	EA	$800.00	$800.00	$1,080.00	$1,080.00	$841.00	$841.00	$790.00	$790.00
4.18	6"x 4" M.J. Reducer	1	EA	$400.00	$400.00	$550.00	$550.00	$380.00	$380.00	$460.00	$460.00
4.19	4"x 2" M.J. Reducer	1	EA	$200.00	$200.00	$400.00	$400.00	$202.00	$202.00	$285.00	$285.00
5.0	**Miscellaneous**										
5.1	Saw-Cut Existing & Remove Pavement & Conc. Wheel Stops. Restore To Pre-Construction Condition	1	LS	$6,000.00	$6,000.00	$1,500.00	$1,500.00	$4,309.00	$4,309.00	$3,520.00	$3,520.00
5.2	Salvage Existing Air Release Valve	2	EA	$750.00	$1,500.00	$750.00	$1,500.00	$575.00	$1,150.00	$420.00	$840.00
5.3	Existing 2" FM Conflict Resolution	1	EA	$400.00	$400.00	$500.00	$500.00	$500.00	$500.00	$980.00	$980.00
5.4	Existing 8" FM Conflict Resolution	1	EA	$600.00	$600.00	$3,000.00	$3,000.00	$662.00	$662.00	$1,107.00	$1,107.00
5.5	Parking Lot Seal Coating and Restriping	1065	SY	$1.65	$1,757.25	$0.25	$266.25	$0.65	$692.25	$2.30	$2,449.50
5.6	Unsuitable Material Removal	50	CY	$75.00	$3,750.00	$12.00	$600.00	$13.05	$652.50	$6.65	$332.50
5.7	Additional Select Fill Material	50	CY	$15.00	$750.00	$12.00	$600.00	$20.65	$1,032.50	$18.00	$900.00
5.8	Additional Concrete	20	CY	$175.00	$3,500.00	$264.00	$5,280.00	$500.00	$10,000.00	$170.00	$3,400.00
5.9	Additional Sodding	1000	SY	$3.00	$3,000.00	$2.38	$2,380.00	$2.65	$2,650.00	$2.10	$2,100.00
5.10	Additional Seed and Mulch	1200	SY	$0.70	$840.00	$0.45	$540.00	$0.40	$480.00	$0.75	$900.00
5.11	16" X 16" X 16" TEE	1	EA	$3,900.00	$3,900.00	$3,520.00	$3,520.00	$3,672.00	$3,672.00	$3,920.00	$3,920.00
5.12	16" X 12" Reducer	2	EA	$3,300.00	$6,600.00	$720.00	$1,440.00	$1,650.00	$3,300.00	$1,990.00	$3,980.00
5.13	Connection to Existing 12" FM w/ STA. 132 +	1	LS	$4,500.00	$4,500.00	$3,000.00	$3,000.00	$10,462.00	$10,462.00	$16,755.00	$16,755.00
5.14	16" X 16" X 4" TEE	1	EA	$2,900.00	$2,900.00	$4,040.00	$4,040.00	$2,933.00	$2,933.00	$2,780.00	$2,780.00
5.15	4" Gate Valve	1	EA	$1,100.00	$1,100.00	$1,400.00	$1,400.00	$296.00	$296.00	$945.00	$945.00
	TOTAL BID AMOUNT				$414,564.01		$423,854.20		$431,892.10		$449,306.00

HERNANDO COUNTY
PURCHASING AND CONTRACTS DEPARTMENT
20 NORTH MAIN STREET, ROOM 265, BROOKSVILLE, FL 34601-2828

BID TABULATION
SOLICITATION TITLE: AERIAL WAY FORCE MAIN

SOLICITATION NO. 07-049

BID OPENING: APRIL 4, 2007 AT 3:00 P.M.

	BIDDERS			CI Contracting, Inc. 28175 Haggerty Rd., Suite 142 Novi, MI 48377 Kevin Irrer, President		Carl Hankins, Inc. 14512 N. Nebraska Ave. Tampa, FL 33613-1429 Mrs. Terri Hankins Casteel, Exec. Vice President		DAB Constructors, Inc PO Box 1589 Inglis, FL 34449 William J. Bachschmidt, Vice President			
ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1.0	**Mobilization & Demobilization**	1	LS	$46,000.00	$46,000.00	$45,000.00	$45,000.00	$67,000.00	$67,000.00		$0.00
2.0	**Maintenance of Traffic**	1	LS	$15,000.00	$15,000.00	$13,000.00	$13,000.00	$15,335.50	$15,335.50		$0.00
3.0	**Sewer Force Main**										
3.1	Furnish and Install 16" Dia. PVC C-905 DR18	3064	LF	$56.00	$171,584.00	$53.20	$163,004.80	$88.00	$269,632.00		$0.00
3.2	16" Dia. PVC C-905 DR18 @ Ex. Parking Lot, Sta. 103+45 to Sta. 104+80	135	LF	$56.00	$7,560.00	$77.00	$10,395.00	$92.00	$12,420.00		$0.00
3.3	16" Dia. PVC C-905 DR18 @ Future DR-A, Sta. 115+95 to Sta. 123+75	925	LF	$56.00	$51,800.00	$83.20	$76,960.00	$92.00	$85,100.00		$0.00
3.4	Connection to Existing 10" FM @ Sta. 100+44 ±	1	LS	$25,000.00	$25,000.00	$4,799.30	$4,799.30	$11,600.00	$11,600.00		$0.00
3.5	Connection to Existing 2" FM @ Sta. 102+58 ±	1	LS	$15,000.00	$15,000.00	$2,538.20	$2,538.20	$4,000.00	$4,000.00		$0.00
3.6	Connection to Existing 8" FM @ Sta. 126+17 ±	1	LS	$15,000.00	$15,000.00	$4,264.30	$4,264.30	$9,000.00	$9,000.00		$0.00
4.0	**Sewer Force Main Fittings and Appurtenances**										
4.1	Combination 4" Gate Check Valve and Vault Assembly Complete	1	EA	$1,700.00	$1,700.00	$6,780.00	$6,780.00	$4,500.00	$4,500.00		$0.00
4.2	Air Vacuum Release Valve Assembly with Bollards Complete	2	EA	$8,500.00	$17,000.00	$22,231.40	$44,462.80	$8,800.00	$17,600.00		$0.00
4.3	Electronic Locator Wire and Riser Assembly Complete	3	EA	$100.00	$300.00	$241.70	$725.10	$550.00	$1,650.00		$0.00
4.4	16" Dia. Resilient Seated Gate Valve Assembly Complete	10	EA	$1,800.00	$18,000.00	$6,844.30	$68,443.00	$4,800.00	$48,000.00		$0.00
4.5	12" Dia. Resilient Seated Gate Valve Assembly Complete	4	EA	$1,500.00	$6,000.00	$3,619.30	$14,477.20	$2,500.00	$10,000.00		$0.00
4.6	16" Dia. 11.25 Deg. M.J. Bend	1	EA	$750.00	$750.00	$2,257.90	$2,257.90	$2,000.00	$2,000.00		$0.00
4.7	16" Dia. 22.5 Deg. M.J. Bend	2	EA	$800.00	$1,600.00	$1,378.90	$2,757.80	$2,000.00	$4,000.00		$0.00
4.8	16" Dia. 45 Deg. M.J. Bend	1	EA	$1,200.00	$1,200.00	$2,410.70	$2,410.70	$2,100.00	$2,100.00		$0.00
4.9	10" Dia. 45 Deg. M.J. Bend	5	EA	$750.00	$3,750.00	$1,218.40	$6,092.00	$1,100.00	$5,500.00		$0.00
4.10	6" Dia. 45 Deg. M.J. Bend	1	EA	$225.00	$225.00	$732.10	$732.10	$800.00	$800.00		$0.00
4.11	8" Dia. 45 Deg. M.J. Bend	1	EA	$300.00	$300.00	$839.10	$839.10	$850.00	$850.00		$0.00
4.12	16"x 16"x 16" M.J. Wye	1	EA	$4,200.00	$4,200.00	$8,913.60	$8,913.60	$7,000.00	$7,000.00		$0.00
4.13	16"x 16"x 10" M.J. Wye	1	EA	$3,900.00	$3,900.00	$7,085.00	$7,085.00	$5,600.00	$5,600.00		$0.00
4.14	16"x 16"x 8" M.J. Wye	1	EA	$3,800.00	$3,800.00	$6,479.30	$6,479.30	$5,300.00	$5,300.00		$0.00
4.15	16"x 16"x 6" M.J. Wye	1	EA	$3,000.00	$3,000.00	$6,341.70	$6,341.70	$5,200.00	$5,200.00		$0.00
4.16	16"x 12" M.J. Reducer	1	EA	$850.00	$850.00	$2,398.00	$2,398.00	$1,800.00	$1,800.00		$0.00
4.17	12"x 8" M.J. Reducer	1	EA	$500.00	$500.00	$1,453.10	$1,453.10	$1,100.00	$1,100.00		$0.00
4.18	6"x 4" M.J. Reducer	1	EA	$200.00	$200.00	$709.20	$709.20	$800.00	$800.00		$0.00
4.19	4"x 2" M.J. Reducer	1	EA	$100.00	$100.00	$348.70	$348.70	$800.00	$800.00		$0.00
5.0	**Miscellaneous**										
5.1	Saw-Cut Existing & Remove Pavement & Conc. Wheel Stops. Restore To Pre-Construction Condition	1	LS	$9,500.00	$9,500.00	$4,100.00	$4,100.00	$4,900.00	$4,900.00		$0.00
5.2	Salvage Existing Air Release Valve	2	EA	$350.00	$700.00	$7,500.00	$15,000.00	$2,200.00	$4,400.00		$0.00
5.3	Existing 2" FM Conflict Resolution	1	EA	$500.00	$500.00	$1,000.00	$1,000.00	$3,300.00	$3,300.00		$0.00
5.4	Existing 8" FM Conflict Resolution	1	EA	$500.00	$500.00	$2,500.00	$2,500.00	$4,700.00	$4,700.00		$0.00
5.5	Parking Lot Seal Coating and Restriping	1065	SY	$2.00	$2,130.00	$3.00	$3,195.00	$4.50	$4,792.50		$0.00
5.6	Unsuitable Material Removal	50	CY	$5.00	$250.00	$30.00	$1,500.00	$68.00	$3,400.00		$0.00
5.7	Additional Select Fill Material	50	CY	$14.00	$700.00	$40.00	$2,000.00	$52.00	$2,600.00		$0.00
5.8	Additional Concrete	20	CY	$85.00	$1,700.00	$500.00	$10,000.00	$650.00	$13,000.00		$0.00
5.9	Additional Sodding	1000	SY	$3.00	$3,000.00	$5.00	$5,000.00	$4.00	$4,000.00		$0.00
5.10	Additional Seed and Mulch	1200	SY	$1.00	$1,200.00	$2.00	$2,400.00	$0.85	$1,020.00		$0.00
5.11	16" X 16" X 16" TEE	1	EA	$2,500.00	$2,500.00	$4,043.10	$4,043.10	$3,000.00	$3,000.00		$0.00
5.12	16" X 12" Reducer	2	EA	$1,100.00	$2,200.00	$2,061.70	$4,123.40	$2,700.00	$5,400.00		$0.00
5.13	Connection to Existing 12" FM @ STA. 132 +	1	LS	$25,000.00	$25,000.00	$5,000.00	$5,000.00	$12,500.00	$12,500.00		$0.00
5.14	16" X 16" X 4" TEE	1	EA	$2,000.00	$2,000.00	$3,400.00	$3,400.00	$3,000.00	$3,000.00		$0.00
5.15	4" Gate Valve	1	EA	$1,000.00	$1,000.00	$2,500.00	$2,500.00	$1,300.00	$1,300.00		$0.00
	TOTAL BID AMOUNT				$467,199.00		$569,429.40		$670,000.00		$0.00

Offers from the Vendors listed herein are the only offers received timely as of the above opening date and time. All other offers submitted in response to this solicitation are hereby rejected.

MEMORANDUM

TO: THE HONORABLE CHAIRMAN AND MEMBERS OF THE WATER AND SEWER DISTRICT BOARD

VIA: GARY W, KUHL, COUNTY ADMINISTRATOR

FROM: JAMES D. GANTT, CPPO, C.P.M., DIRECTOR
PURCHASING AND CONTRACTS DEPARTMENT

DATE: APRIL 11, 2007

SUBJECT: AERIAL WAY FORCE MAIN PROJECT
SOLICITATION NO. 07-049

Brief Overview: The Hernando County Utilities Department prepared contract documents for the Aerial Way Force Main Project. The scope of work includes construction of approximately 3,064 lineal feet of 16-inch force main along Aerial Way; and, force main realignment from Spring Hill Drive to Corporate Boulevard.

Budget Impact: Funding is available in line item account 07211-5666515.

Reviewed

Legal Impact: In accordance with Part II, Chapter 2, Article V, Hernando County Code of Ordinances.

Reviewed **LR No. 07-140**

RECOMMENDED ACTION: Staff recommends that the Board award the bid for the Aerial Way Force Project to Commercial Industrial Corp. in the total amount of $341,579.06. Commercial Industrial Corp., submitted the lowest, responsive bid. The Utilities Department and Purchasing and Contracts concur on this recommendation.

"MINUTES OF"

APR 24 2007

CONSENT AGENDA ITEM 2.

TABULATION OF BIDS

Purchasing and Contracts placed the legal advertisements, posted the advertisement on the County's website and mailed Invitations for Bid to prospective vendors to procure bids for the Aerial Way Force Main project. The following is a summary of responses received.

BIDDERS	TOTAL BID AMOUNT
Commercial Industrial Corp. Reddick, Florida	$341,579.06
Contech Construction Group LLC Hernando Beach, Florida	$373,600.43
Lyric Services, Inc. Brooksville, Florida	$389,054.00
Adkins Contracting, Inc. Ruskin, Florida	$394,555.45
Pospiech Contracting, Inc. Inverness, Florida	$414,564.01
Marion Rock, Inc. Ocala, Florida	$423,854.20
GWP Construction, Inc. Anthony, Florida	$431,892.10
Coastal Underground Services, Inc. Crystal River, Florida	$449,306.00
CI Contracting, Inc. Novi, Michigan	$467,199.00
Carl Hankins, Inc. Tampa, Florida	$569,429.40
DAB Constructors, Inc. Inglis, Florida	$670,000.00

EVALUATION OF BIDS

Bids were evaluated on the basis of price, conformance with specifications, and the bidder's ability to perform the contracts in accordance with the terms, conditions and specifications required. Bid responses were reviewed and evaluated by the Utilities Department and Purchasing and Contracts. Staff has determined that Commercial Industrial Corp. of Reddick, Florida, submitted the lowest responsive, responsible bid.

/BH

MEMORANDUM

RECEIVED
CENTRAL PURCHASING
07 APR 11 PM 2:05

To: James Gantt, Purchasing Director
Purchasing & Contracts

Thru: Dale Ravencraft, Assistant Utilities Director KDR
Utilities Department

From: Mark Morgan, P.E. MCM
Utilities Department

Date: April 10, 2007

Subject: Aerial Way Force Main Project
Solicitation No. 07-049

Please prepare an agenda item to the Board recommending approval of Commercial Industrial Group, LLC, in the amount of $341,579 for the subject project.

Funding for the subject project will come from account number 07211-5666515.

If you have any questions please call me at 540-4368, Ext.35151. Thank you for your assistance.

HERNANDO COUNTY
PURCHASING AND CONTRACTS DEPARTMENT
20 NORTH MAIN STREET, ROOM 265, BROOKSVILLE, FL 34601-2828

BID TABULATION
SOLICITATION TITLE: AERIAL WAY FORCE MAIN

SOLICITATION NO. 07-049

BID OPENING: APRIL 4, 2007 AT 3:00 P.M.

	BIDDERS			Commercial Industrial Corp 11810 NW 115th Ave. Reddick, FL 32686 Matt C. Rudnianyn, President		Contech Construction Group LLC 4486 Gulfstream Hernando Beach, FL 34607 Greg Cecil, Chief Manager		Lyric Services, Inc. 21443 Lake Lindsey Rd. Brooksville, FL 34601 R. L. (Rick) Daniel, Vice President		Adkins Contracting, Inc P.O. Box 189 Ruskin, FL 33575 Jackie Dean Adkins, President	
ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1.0	**Mobilization & Demobilization**	1	LS	$9,384.00	$9,384.00	$22,656.00	$22,656.00	$22,937.00	$22,937.00	$11,150.00	$11,150.00
2.0	**Maintenance of Traffic**	1	LS	$6,500.00	$6,500.00	$826.00	$826.00	$700.00	$700.00	$2,618.00	$2,618.00
3.0	**Sewer Force Main**										
3.1	Furnish and Install 16" Dia. PVC C-905 DR18	3064	LF	$35.51	$108,802.64	$40.95	$125,470.80	$35.75	$109,538.00	$64.75	$198,394.00
3.2	16" Dia. PVC C-905 DR18 @ Ex. Parking Lot, Sta. 103+45 to Sta. 104+80	135	LF	$32.00	$4,320.00	$56.69	$7,653.15	$50.00	$6,750.00	$42.00	$5,670.00
3.3	16" Dia. PVC C-905 DR18 @ Future DRA, Sta. 115+95 to Sta. 123+75	925	LF	$31.52	$29,156.00	$68.03	$62,927.75	$67.00	$61,975.00	$42.00	$38,850.00
3.4	Connection to Existing 10" FM @ Sta. 100+44 ±	1	LS	$2,612.00	$2,612.00	$1,519.96	$1,519.96	$25,000.00	$25,000.00	$3,942.00	$3,942.00
3.5	Connection to Existing 2" FM @ Sta. 102+58 ±	1	LS	$1,514.00	$1,514.00	$267.42	$267.42	$1,600.00	$1,600.00	$2,177.00	$2,177.00
3.6	Connection to Existing 8" FM @ Sta. 126+17 ±	1	LS	$2,560.58	$2,560.58	$1,082.76	$1,082.76	$6,900.00	$6,900.00	$2,765.00	$2,765.00
4.0	**Sewer Force Main Fittings and Appurtenances**										
4.1	Combination 4" Gate Check Valve and Vault Assembly Complete	1	EA	$5,357.00	$5,357.00	$4,695.09	$4,695.09	$6,600.00	$6,600.00	$3,913.00	$3,913.00
4.2	Air Vacuum Release Valve Assembly with Bollards Complete	2	EA	$9,195.40	$18,390.80	$9,045.04	$18,090.08	$9,150.00	$18,300.00	$7,420.00	$14,840.00
4.3	Electronic Locator Wire and Riser Assembly Complete	3	EA	$158.23	$474.69	$187.12	$561.36	$230.00	$690.00	$218.00	$654.00
4.4	16" Dia. Resilient Seated Gate Valve Assembly Complete	10	EA	$5,402.00	$54,020.00	$4,417.70	$44,177.00	$4,000.00	$40,000.00	$2,202.00	$22,020.00
4.5	12" Dia. Resilient Seated Gate Valve Assembly Complete	4	EA	$3,108.00	$12,432.00	$2,221.04	$8,884.16	$2,000.00	$8,000.00	$2,202.00	$8,808.00
4.6	16" Dia. 11.25 Deg. M.J. Bend	1	EA	$2,243.75	$2,243.75	$1,621.06	$1,621.06	$1,500.00	$1,500.00	$1,906.00	$1,906.00
4.7	16" Dia. 22.5 Deg. M.J. Bend	2	EA	$2,244.98	$4,489.96	$1,621.06	$3,242.12	$1,500.00	$3,000.00	$1,906.00	$3,812.00
4.8	16" Dia. 45 Deg. M.J. Bend	1	EA	$2,379.81	$2,379.81	$1,806.45	$1,806.45	$1,600.00	$1,600.00	$2,041.00	$2,041.00
4.9	10" Dia. 45 Deg. M.J. Bend	5	EA	$1,147.76	$5,738.80	$760.70	$3,803.50	$685.00	$3,425.00	$1,804.00	$9,020.00
4.10	6" Dia. 45 Deg. M.J. Bend	1	EA	$681.58	$681.58	$429.35	$429.35	$370.00	$370.00	$508.00	$508.00
4.11	8" Dia. 45 Deg. M.J. Bend	1	EA	$860.06	$860.06	$514.37	$514.37	$460.00	$460.00	$595.00	$595.00
4.12	16"x 16"x 16" M.J. Wye	1	EA	$7,582.31	$7,582.31	$6,686.14	$6,686.14	$6,000.00	$6,000.00	$6,948.00	$6,948.00
4.13	16"x 16"x 10" M.J. Wye	1	EA	$6,178.78	$6,178.78	$5,373.20	$5,373.20	$4,775.00	$4,775.00	$5,549.00	$5,549.00
4.14	16"x 16"x 8" M.J. Wye	1	EA	$5,929.34	$5,929.34	$5,145.02	$5,145.02	$4,565.00	$4,565.00	$5,316.00	$5,316.00
4.15	16"x 16"x 6" M.J. Wye	1	EA	$5,839.00	$5,839.00	$5,058.91	$5,058.91	$4,400.00	$4,400.00	$5,310.00	$5,310.00
4.16	16"x 12" M.J. Reducer	1	EA	$2,364.30	$2,364.30	$1,526.65	$1,526.65	$1,400.00	$1,400.00	$1,784.00	$1,784.00
4.17	12"x 8" M.J. Reducer	1	EA	$1,302.48	$1,302.48	$861.66	$861.66	$770.00	$770.00	$984.00	$984.00
4.18	6"x 4" M.J. Reducer	1	EA	$660.00	$660.00	$407.99	$407.99	$350.00	$350.00	$473.00	$473.00
4.19	4"x 2" M.J. Reducer	1	EA	$449.16	$449.16	$373.18	$373.18	$300.00	$300.00	$330.00	$330.00
5.0	**Miscellaneous**										
5.1	Saw-Cut Existing & Remove Pavement & Conc. Wheel Stops. Restore To Pre-Construction Condition	1	LS	$2,219.55	$2,219.55	$7,156.70	$7,156.70	$3,500.00	$3,500.00	$5,442.00	$5,442.00
5.2	Salvage Existing Air Release Valve	2	EA	$1,084.08	$2,168.16	$236.00	$472.00	$100.00	$200.00	$617.00	$1,234.00
5.3	Existing 2" FM Conflict Resolution	1	EA	$3,184.97	$3,184.97	$236.00	$236.00	$100.00	$100.00	$1,088.00	$1,088.00
5.4	Existing 8" FM Conflict Resolution	1	EA	$3,184.97	$3,184.97	$708.00	$708.00	$100.00	$100.00	$1,088.00	$1,088.00
5.5	Parking Lot Seal Coating and Restriping	1065	SY	$4.05	$4,313.25	$2.66	$2,832.90	$2.60	$2,769.00	$4.53	$4,824.45
5.6	Unsuitable Material Removal	50	CY	$7.80	$390.00	$4.72	$236.00	$1.00	$50.00	$6.90	$345.00
5.7	Additional Select Fill Material	50	CY	$11.42	$571.00	$7.39	$369.50	$1.00	$50.00	$6.90	$345.00
5.8	Additional Concrete	20	CY	$256.19	$5,123.80	$187.18	$3,743.60	$220.00	$4,400.00	$109.00	$2,180.00
5.9	Additional Sodding	1000	SY	$2.43	$2,430.00	$2.12	$2,120.00	$1.75	$1,750.00	$0.40	$400.00
5.10	Additional Sod and Mulch	1200	SY	$0.61	$732.00	$0.30	$360.00	$0.40	$480.00	$0.10	$120.00
5.11	16" X 16" X 16" TEE	1	EA	$3,896.68	$3,896.68	$6,567.00	$6,567.00	$1,700.00	$1,700.00	$2,943.00	$2,943.00
5.12	16" X 12" Reducer	2	EA	$2,059.57	$4,119.14	$2,726.78	$5,453.56	$1,350.00	$2,700.00	$2,072.00	$4,144.00
5.13	Connection to Existing 12" FM @ STA. 132 ±	1	LS	$1,905.38	$1,905.38	$2,122.53	$2,122.53	$26,500.00	$26,500.00	$5,119.00	$5,119.00
5.14	16" X 16" X 4" TEE	1	EA	$3,579.16	$3,579.16	$4,940.83	$4,940.83	$1,950.00	$1,950.00	$4,400.00	$4,400.00
5.15	4" Gate Valve	1	EA	$1,537.96	$1,537.96	$620.68	$620.68	$900.00	$900.00	$506.00	$506.00
	TOTAL BID AMOUNT				$341,579.06		$373,600.43	Ext. errors corrected	$389,054.00	Ext. error corrected	$394,555.45

HERNANDO COUNTY
PURCHASING AND CONTRACTS DEPARTMENT
20 NORTH MAIN STREET, ROOM 265, BROOKSVILLE, FL 34601-2828

BID TABULATION
SOLICITATION TITLE: AERIAL WAY FORCE MAIN

SOLICITATION NO. 07-049

BID OPENING: APRIL 4, 2007 AT 3:00 P.M.

	BIDDERS			Pospisech Contracting, Inc 201 South Apopka Ave. Inverness, FL 34450 Michael A. Hartman, Vice President		Marion Rock, Inc. 5979 SE Maricamp Rd. Ocala, FL 34472 James T. Boutwell, President		GWP Construction, Inc. PO Box 1901 Anthony, FL 32617 Gary W. Pauley, President		Coastal Underground Services, Inc. 2190 N. Credle Ave. Crystal River, FL 34428 Mitchell Twardosky, President	
ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1.0	**Mobilization & Demobilization**	1	LS	$45,000.00	$45,000.00	$25,498.75	$25,498.75	$40,075.00	$40,075.00	$19,902.00	$19,902.00
2.0	**Maintenance of Traffic**	1	LS	$5,800.00	$5,800.00	$2,500.00	$2,500.00	$967.00	$967.00	$4,580.00	$4,580.00
3.0	**Sewer Force Main**										
3.1	Furnish and Install 16" Dia. PVC C-905 DR18	3064	LF	$46.29	$141,832.56	$45.30	$138,799.20	$47.40	$145,233.60	$58.00	$177,712.00
3.2	16" Dia. PVC C-905 DR18 @ Ex. Parking Lot, Sta. 103+45 to Sta. 104+80	135	LF	$43.17	$5,827.95	$63.00	$8,505.00	$58.00	$7,830.00	$51.00	$6,885.00
3.3	16" Dia. PVC C-905 DR18 @ Future DRA, Sta. 115+95 to Sta. 123+75	925	LF	$41.65	$38,526.25	$65.60	$60,680.00	$69.35	$64,148.75	$59.00	$54,575.00
3.4	Connection to Existing 10" FM @ Sta. 100+44 ±	1	LS	$5,800.00	$5,800.00	$2,100.00	$2,100.00	$2,136.00	$2,136.00	$8,900.00	$8,900.00
3.5	Connection to Existing 2" FM @ Sta. 102+58 ±	1	LS	$1,100.00	$1,100.00	$1,120.00	$1,120.00	$622.00	$622.00	$665.00	$665.00
3.6	Connection to Existing 8" FM @ Sta. 126+17 ±	1	LS	$2,000.00	$2,000.00	$1,860.00	$1,860.00	$10,256.00	$10,256.00	$3,925.00	$3,925.00
4.0	**Sewer Force Main Fittings and Appurtenances**										
4.1	Combination 4" Gate/Check Valve and Vault Assembly Complete	1	EA	$3,800.00	$3,800.00	$11,500.00	$11,500.00	$3,517.00	$3,517.00	$4,090.00	$4,090.00
4.2	Air Vacuum Release Valve Assembly with Bollards Complete	2	EA	$8,900.00	$17,800.00	$10,250.00	$20,500.00	$8,794.00	$17,588.00	$10,400.00	$20,800.00
4.3	Electronic Locator Wire and Riser Assembly Complete	3	EA	$250.00	$750.00	$340.00	$1,020.00	$142.00	$426.00	$190.00	$570.00
4.4	16" Dia. Resilient Seated Gate Valve Assembly Complete	10	EA	$4,900.00	$49,000.00	$5,660.00	$56,600.00	$4,595.00	$45,950.00	$4,925.00	$49,250.00
4.5	12" Dia. Resilient Seated Gate Valve Assembly Complete	4	EA	$2,500.00	$10,000.00	$3,760.00	$15,040.00	$2,000.00	$8,000.00	$2,150.00	$8,600.00
4.6	16" Dia. 11.25 Deg. M.J. Bend	1	EA	$2,000.00	$2,000.00	$2,025.00	$2,025.00	$1,858.00	$1,858.00	$1,950.00	$1,950.00
4.7	16" Dia. 22.5 Deg. M.J. Bend	2	EA	$2,000.00	$4,000.00	$2,025.00	$4,050.00	$1,858.00	$3,716.00	$1,950.00	$3,900.00
4.8	16" Dia. 45 Deg. M.J. Bend	1	EA	$2,100.00	$2,100.00	$2,200.00	$2,200.00	$1,984.50	$1,984.50	$2,090.00	$2,090.00
4.9	10" Dia. 45 Deg. M.J. Bend	5	EA	$1,900.00	$9,500.00	$1,500.00	$7,500.00	$1,640.00	$8,200.00	$1,885.00	$9,425.00
4.10	6" Dia. 45 Deg. M.J. Bend	1	EA	$430.00	$430.00	$580.00	$580.00	$423.00	$423.00	$500.00	$500.00
4.11	8" Dia. 45 Deg. M.J. Bend	1	EA	$600.00	$600.00	$690.00	$690.00	$544.00	$544.00	$645.00	$645.00
4.12	16"x 16"x 16" M.J. Wye	1	EA	$7,400.00	$7,400.00	$8,300.00	$8,300.00	$6,851.00	$6,851.00	$6,763.00	$6,763.00
4.13	16"x 16"x 10" M.J. Wye	1	EA	$5,900.00	$5,900.00	$6,650.00	$6,650.00	$5,449.00	$5,449.00	$5,450.00	$5,450.00
4.14	16"x 16"x 8" M.J. Wye	1	EA	$5,600.00	$5,600.00	$6,360.00	$6,360.00	$5,015.00	$5,015.00	$5,225.00	$5,225.00
4.15	16"x 16"x 6" M.J. Wye	1	EA	$5,500.00	$5,500.00	$6,250.00	$6,250.00	$5,238.00	$5,238.00	$4,950.00	$4,950.00
4.16	16"x 12" M.J. Reducer	1	EA	$1,800.00	$1,800.00	$1,930.00	$1,930.00	$1,650.00	$1,650.00	$1,510.00	$1,510.00
4.17	12"x 8" M.J. Reducer	1	EA	$800.00	$800.00	$1,080.00	$1,080.00	$841.00	$841.00	$790.00	$790.00
4.18	6"x 4" M.J. Reducer	1	EA	$400.00	$400.00	$550.00	$550.00	$380.00	$380.00	$460.00	$460.00
4.19	4"x 2" M.J. Reducer	1	EA	$200.00	$200.00	$400.00	$400.00	$202.00	$202.00	$285.00	$285.00
5.0	**Miscellaneous**										
5.1	Saw-Cut Existing & Remove Pavement & Conc. Wheel Stops. Restore To Pre-Construction Condition	1	LS	$6,000.00	$6,000.00	$1,500.00	$1,500.00	$4,309.00	$4,309.00	$3,520.00	$3,520.00
5.2	Salvage Existing Air Release Valve	2	EA	$750.00	$1,500.00	$750.00	$1,500.00	$575.00	$1,150.00	$420.00	$840.00
5.3	Existing 2" FM Conflict Resolution	1	EA	$400.00	$400.00	$500.00	$500.00	$500.00	$500.00	$980.00	$980.00
5.4	Existing 8" FM Conflict Resolution	1	EA	$600.00	$600.00	$3,000.00	$3,000.00	$662.00	$662.00	$1,107.00	$1,107.00
5.5	Parking Lot Seal Coating and Restriping	1065	SY	$1.65	$1,757.25	$0.25	$266.25	$0.65	$692.25	$2.30	$2,449.50
5.6	Unsuitable Material Removal	50	CY	$75.00	$3,750.00	$12.00	$600.00	$13.05	$652.50	$6.65	$332.50
5.7	Additional Select Fill Material	50	CY	$15.00	$750.00	$12.00	$600.00	$20.65	$1,032.50	$18.00	$900.00
5.8	Additional Concrete	20	CY	$175.00	$3,500.00	$264.00	$5,280.00	$500.00	$10,000.00	$170.00	$3,400.00
5.9	Additional Sodding	1000	SY	$3.00	$3,000.00	$2.38	$2,380.00	$2.65	$2,650.00	$2.10	$2,100.00
5.10	Additional Seed and Mulch	1200	SY	$0.70	$840.00	$0.45	$540.00	$0.40	$480.00	$0.75	$900.00
5.11	16" X 16" X 16" TEE	1	EA	$3,900.00	$3,900.00	$3,520.00	$3,520.00	$3,672.00	$3,672.00	$3,920.00	$3,920.00
5.12	16" X 12" Reducer	2	EA	$3,300.00	$6,600.00	$720.00	$1,440.00	$1,650.00	$3,300.00	$1,990.00	$3,980.00
5.13	Connection to Existing 12" FM @ STA. 132 +	1	LS	$4,500.00	$4,500.00	$3,000.00	$3,000.00	$10,462.00	$10,462.00	$16,755.00	$16,755.00
5.14	16" X 16" X 4" TEE	1	EA	$2,900.00	$2,900.00	$4,040.00	$4,040.00	$2,933.00	$2,933.00	$2,780.00	$2,780.00
5.15	4" Gate Valve	1	EA	$1,100.00	$1,100.00	$1,400.00	$1,400.00	$296.00	$296.00	$945.00	$945.00
	TOTAL BID AMOUNT				$414,564.01		$423,854.20		$431,892.10		$449,306.00

HERNANDO COUNTY
PURCHASING AND CONTRACTS DEPARTMENT
20 NORTH MAIN STREET, ROOM 265, BROOKSVILLE, FL 34601-2828

BID TABULATION
SOLICITATION TITLE: AERIAL WAY FORCE MAIN

SOLICITATION NO. 07-049

BID OPENING: APRIL 4, 2007 AT 3:00 P.M.

	BIDDERS			CI Contracting, Inc. 28175 Haggerty Rd., Suite 142 Novi, MI 48377 Kevin Irrer, President		Carl Hankins, Inc. 14512 N. Nebraska Ave. Tampa, FL 33613-1429 Mrs. Terri Hankins Casteel, Exec. Vice President		DAB Constructors, Inc. PO Box 1589 Inglis, FL 34449 William F. Bachschmidt, Vice President			
ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1.0	**Mobilization & Demobilization**	1	LS	$46,000.00	$46,000.00	$45,000.00	$45,000.00	$67,000.00	$67,000.00		$0.00
2.0	**Maintenance of Traffic**	1	LS	$15,000.00	$15,000.00	$13,000.00	$13,000.00	$15,335.50	$15,335.50		$0.00
3.0	**Sewer Force Main**										
3.1	Furnish and Install 16" Dia. PVC C-905 DR18	3064	LF	$56.00	$171,584.00	$53.20	$163,004.80	$88.00	$269,632.00		$0.00
3.2	16" Dia. PVC C-905 DR18 @ Ex. Parking Lot, Sta. 103+45 to Sta. 104+80	135	LF	$56.00	$7,560.00	$77.00	$10,395.00	$92.00	$12,420.00		$0.00
3.3	16" Dia. PVC C-905 DR18 @ Future DRA, Sta. 115+95 to Sta. 125+75	925	LF	$56.00	$51,800.00	$83.20	$76,960.00	$92.00	$85,100.00		$0.00
3.4	Connection to Existing 10" FM @ Sta. 100+44 ±	1	LS	$25,000.00	$25,000.00	$4,799.30	$4,799.30	$11,600.00	$11,600.00		$0.00
3.5	Connection to Existing 2" FM @ Sta. 102+58 ±	1	LS	$15,000.00	$15,000.00	$2,538.20	$2,538.20	$4,000.00	$4,000.00		$0.00
3.6	Connection to Existing 8" FM @ Sta. 126+17 ±	1	LS	$15,000.00	$15,000.00	$4,264.30	$4,264.30	$9,000.00	$9,000.00		$0.00
4.0	**Sewer Force Main Fittings and Appurtenances**										
4.1	Combination 4" Gate Check Valve and Vault Assembly Complete	1	EA	$1,700.00	$1,700.00	$6,780.00	$6,780.00	$4,500.00	$4,500.00		$0.00
4.2	Air Vacuum Release Valve Assembly with Bollards Complete	2	EA	$8,500.00	$17,000.00	$22,231.40	$44,462.80	$8,800.00	$17,600.00		$0.00
4.3	Electronic Locator Wire and Riser Assembly Complete	3	EA	$100.00	$300.00	$241.70	$725.10	$550.00	$1,650.00		$0.00
4.4	16" Dia. Resilient Seated Gate Valve Assembly Complete	10	EA	$1,800.00	$18,000.00	$6,844.30	$68,443.00	$4,800.00	$48,000.00		$0.00
4.5	12" Dia. Resilient Seated Gate Valve Assembly Complete	4	EA	$1,500.00	$6,000.00	$3,619.30	$14,477.20	$2,500.00	$10,000.00		$0.00
4.6	16" Dia. 11.25 Deg. M.J. Bend	1	EA	$750.00	$750.00	$2,257.90	$2,257.90	$2,000.00	$2,000.00		$0.00
4.7	16" Dia. 22.5 Deg. M.J. Bend	2	EA	$800.00	$1,600.00	$1,378.90	$2,757.80	$2,000.00	$4,000.00		$0.00
4.8	16" Dia. 45 Deg. M.J. Bend	1	EA	$1,200.00	$1,200.00	$2,410.70	$2,410.70	$2,100.00	$2,100.00		$0.00
4.9	10" Dia. 45 Deg. M.J. Bend	5	EA	$750.00	$3,750.00	$1,218.40	$6,092.00	$1,100.00	$5,500.00		$0.00
4.10	6" Dia. 45 Deg. M.J. Bend	1	EA	$225.00	$225.00	$732.10	$732.10	$800.00	$800.00		$0.00
4.11	8" Dia. 45 Deg. M.J. Bend	1	EA	$300.00	$300.00	$839.10	$839.10	$850.00	$850.00		$0.00
4.12	16"x 16"x 16" M.J. Wye	1	EA	$4,200.00	$4,200.00	$8,913.60	$8,913.60	$7,000.00	$7,000.00		$0.00
4.13	16"x 16"x 10" M.J. Wye	1	EA	$3,900.00	$3,900.00	$7,085.00	$7,085.00	$5,600.00	$5,600.00		$0.00
4.14	16"x 16"x 8" M.J. Wye	1	EA	$3,800.00	$3,800.00	$6,479.30	$6,479.30	$5,300.00	$5,300.00		$0.00
4.15	16"x 16"x 6" M.J. Wye	1	EA	$3,000.00	$3,000.00	$6,341.70	$6,341.70	$5,200.00	$5,200.00		$0.00
4.16	16"x 12" M.J. Reducer	1	EA	$850.00	$850.00	$2,398.00	$2,398.00	$1,800.00	$1,800.00		$0.00
4.17	12"x 8" M.J. Reducer	1	EA	$500.00	$500.00	$1,453.10	$1,453.10	$1,100.00	$1,100.00		$0.00
4.18	6"x 4" M.J. Reducer	1	EA	$200.00	$200.00	$709.20	$709.20	$800.00	$800.00		$0.00
4.19	4"x 2" M.J. Reducer	1	EA	$100.00	$100.00	$348.70	$348.70	$800.00	$800.00		$0.00
5.0	**Miscellaneous**										
5.1	Saw-Cut Existing & Remove Pavement & Conc. Wheel Stops, Restore To Pre-Construction Condition	1	LS	$9,500.00	$9,500.00	$4,100.00	$4,100.00	$4,900.00	$4,900.00		$0.00
5.2	Salvage Existing Air Release Valve	2	EA	$350.00	$700.00	$7,500.00	$15,000.00	$2,200.00	$4,400.00		$0.00
5.3	Existing 2" FM Conflict Resolution	1	EA	$500.00	$500.00	$1,000.00	$1,000.00	$3,300.00	$3,300.00		$0.00
5.4	Existing 8" FM Conflict Resolution	1	EA	$500.00	$500.00	$2,500.00	$2,500.00	$4,700.00	$4,700.00		$0.00
5.5	Parking Lot Seal Coating and Restriping	1065	SY	$2.00	$2,130.00	$3.00	$3,195.00	$4.50	$4,792.50		$0.00
5.6	Unsuitable Material Removal	50	CY	$5.00	$250.00	$30.00	$1,500.00	$68.00	$3,400.00		$0.00
5.7	Additional Select Fill Material	50	CY	$14.00	$700.00	$40.00	$2,000.00	$52.00	$2,600.00		$0.00
5.8	Additional Concrete	20	CY	$85.00	$1,700.00	$500.00	$10,000.00	$650.00	$13,000.00		$0.00
5.9	Additional Sodding	1000	SY	$3.00	$3,000.00	$5.00	$5,000.00	$4.00	$4,000.00		$0.00
5.10	Additional Seed and Mulch	1200	SY	$1.00	$1,200.00	$2.00	$2,400.00	$0.85	$1,020.00		$0.00
5.11	16" X 16" X 16" TEE	1	EA	$2,500.00	$2,500.00	$4,043.10	$4,043.10	$3,000.00	$3,000.00		$0.00
5.12	16" X 12" Reducer	2	EA	$1,100.00	$2,200.00	$2,061.70	$4,123.40	$2,700.00	$5,400.00		$0.00
5.13	Connection to Existing 12" FM @ STA. 132 ±	1	LS	$25,000.00	$25,000.00	$5,000.00	$5,000.00	$12,500.00	$12,500.00		$0.00
5.14	16" X 16" X 4" TEE	1	EA	$2,000.00	$2,000.00	$3,400.00	$3,400.00	$3,000.00	$3,000.00		$0.00
5.15	4" Gate Valve	1	EA	$1,000.00	$1,000.00	$2,500.00	$2,500.00	$1,300.00	$1,300.00		$0.00
	TOTAL BID AMOUNT				$467,199.00		$569,429.40		$670,000.00		$0.00

Offers from the Vendors listed herein are the only offers received timely as of the above opening date and time. All other offers submitted in response to this solicitation are hereby rejected

KW

WATER AND SEWER DISTRICT BOARD

HERNANDO COUNTY, FLORIDA

CONSTRUCTION AGREEMENT

AGREEMENT

made as of the ***TWENTY-FOURTH*** day of ***APRIL*** in the year of ***2007***

BETWEEN the Owner: **Water and Sewer District Board, Hernando County, Florida**

and the Contractor: **Commercial Industrial Corp.**
11810 NW 115th Ave.
Reddick, FL 32686

Check Appropriate Line

___ Individual
___ Partnership
X Incorporated in the State of FL

CONTRACT FOR: The Contractor shall perform all the Work required by the Contract documents for the **AERIAL WAY FORCE MAIN** project, in full accordance with the project drawings and as elaborated in the specifications.

LOCATION: Hernando County, Florida

CONSTRUCTION AGREEMENT

AMOUNT OF CONTRACT:

The Owner shall pay the Contractor in current funds for the performance of the Work, subject to additions and deductions by Change Order as provided in the Contract Documents, the Contract Sum of: ***THREE HUNDRED FORTY-ONE THOUSAND, FIVE HUNDRED SEVENTY-NINE DOLLARS AND SIX CENTS ($341,579.06).***

ADMINISTRATIVE DATA:

a. PROGRESS PAYMENTS:

Based upon Application for Payment submitted to the Construction Administrator (Professional) by the Contractor and Certificates for Payment issued by the Construction Administrator (Professional), the Owner shall make progress payments on account of the Contract Sum to the Contractor as provide in the Contract Documents as follows:

Not later than the time periods established by applicable provisions of the Florida Prompt Payment Act, Part VII, Ch. 218, F.S., ninety percent (90%) of the portion of the Contract Sum properly allocable to labor, materials and equipment incorporated in the Work and ninety percent (90%) of the portion of the portion of the Contract sum properly allocable to materials and equipment suitably stored at the site or at some other location agreed upon in writing, for the period covered by the Application for Payment, less the aggregate of previous payments made by the Owner.

Upon completion of fifty percent (50%) of the project, so defined as expenditure of fifty percent (50%) of the total cost of the project, not later than the time periods established by applicable provisions of the Florida Prompt Payment Act, Part VII, Ch. 218, F.S., ninety five percent (95%) of the portion of the Contract Sum properly allocable to labor, materials and equipment incorporated in the Work and ninety-five percent (95%) of the portion of the portion of the Contract sum properly allocable to materials and equipment suitably stored at the site or at some other location agreed upon in writing, for the period covered by the Application for Payment, less the aggregate of previous payments made by the Owner.

Upon Final Completion of the fifty percent (50%) of the Work, the CONTRACTOR may make application for payment of up to fifty percent (50%) of all retainage amount held by the COUNTY, and the COUNTY shall make payment of said amounts under the provisions the Florida Prompt Payment Act, Part VII, Ch. 218, F.S. unless the COUNTY has grounds for withholding said payment.

Upon Final Completion of the entire Work, a sum sufficient to increase the total payments to one hundred percent (100%) of the Contract Sum, less such amounts as the Owner shall determine for all incomplete Work and unsettled claims as provided in the Contract Documents.

CONTRACT DOCUMENTS:

This Contract entered into this date by the Water and Sewer District Board, hereinafter called the Owner, represented by the Chairman executing this Contract and the individual, partnership or corporation named above, hereinafter called the Contractor. Witnesseth that the parties hereto do mutually agree as follows:

The Contractor shall furnish all labor, equipment and materials and perform the work above described for the amount stated above in strict accordance with the General Conditions, Supplementary Conditions, Plans, Specifications, and other Contract Documents, all of which are made a part hereof and designated as follows:

1. Solicitation Package No. 07-049, including Project Specifications, Advertisement of Bid, Instructions to Bidders, General Conditions, Supplemental Conditions and Plans;

2. Addendum No. 1 dated March 28, 2007;

3. Commercial Industrial Corp.'s Bid Proposal dated April 4, 2007;

4. Performance and Payment Bond; and

5. Insurance Certification as Provided for in the Contract Documents.

6. All Supplementary Drawings issued after award of the Contract.

7. All provisions required by law to be inserted in this Contract, whether actually inserted or not.

TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION:

a. Work to be started upon date of Official Notice to Proceed.

b. Substantial completion shall be achieved not later than

SIXTY (60) consecutive calendar days from date of Official Notice to Proceed.

c. Final completion shall be achieved not later than

THIRTY (30) consecutive calendar days from date of Substantial Completion.

MISCELLANEOUS:

a. Final Payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the COUNTY to the Contractor when the Work has been completed, the Contract fully performed, and a final Certificate for Payment has been issued by the Construction Administrator (Professional).

b. Terms used in this Agreement, which are defined in the Conditions of the Contract, shall have the meanings designated in those conditions.

c. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding to another party hereto without written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the Contract in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

d. Owner and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

BOARD OF COUNTY COMMISSIONERS SEAL HERNANDO COUNTY, FLORIDA

Attest _____
KAREN NICOLAI, CLERK

WATER AND SEWER DISTRICT BOARD
HERNANDO COUNTY, FLORIDA

By _____
JEFF STABINS, CHAIRPERMAN

COMMERCIAL INDUSTRIAL CORP.

Witness _____

By _____
Signature

Matt Rudmann Pres
Printed Name and Title

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY _____ 5/9/07
County Attorney's Office

AGENDA MEMORANDUM

TO: **THE HONORABLE CHAIRPERSON AND MEMBERS OF THE BOARD OF COUNTY COMMISSIONERS**

VIA: **GARY KUHL, COUNTY ADMINISTRATOR**

FROM: **CHARLES G. MIXSON, P.E., COUNTY ENGINEER/ DIRECTOR OF PUBLIC WORKS**

SUBJECT: **LAP AGREEMENT FOR DESIGN ACTIVITIES ON DARBY LANE SIDEWALK PROJECT – FPN: 413290 1 38 01**

DATE: **April 10, 2007**

BRIEF OVERVIEW:	A Local Agency Program (LAP) Agreement between the Florida Department of Transportation (FDOT) and Hernando County is presented to the Board of County Commissioners for approval and the Chairperson's signature.
BUDGET IMPACT:	The Florida Department of Transportation LAP Program will reimburse Hernando County up to $117,738.00 for the design activities of constructing a 5' sidewalk along the western side of Darby Lane within the existing Right of Way for a distance of 3,500 feet in length (from Jefferson Street to Candlelight Boulevard).
LEGAL IMPACT:	The Board is authorized to act upon this matter pursuant to Chapter 125, Florida Statute.
RECOMMENDED ACTION:	Staff recommends the Board of County Commissioners approve and authorize the Chairperson to execute the attached LAP Agreement for the Darby Lane design activities, the attached Joint Participation Agreement and the attached Budget Resolution needed to establish the project budget.
ADMINISTRATIVE NOTE:	_____ Reviewed _____ See attached memo

BACKGROUND

The Board of County Commissioners approved and authorized Hernando County's participation in the Florida Department of Transportation's Local Agency Program. The attached agreement provides up to $117,738 reimbursement to Hernando County for the design activities phase of the Darby Lane Sidewalk Project. Design and construction costs are currently estimated at $200,000. Funding can be found in line item 0011-34638-3314938 (Revenue) and 0011-34638-5616371 (Expenditures).

CONSENT AGENDA ITEM 3.

RECOMMENDATION:
Staff recommends the Board of County Commissioners approve and authorize the Chairperson to execute the attached LAP Agreement for the Darby Lane Sidewalk Project along with the Joint Participation Agreement and the attached Budget Resolution needed to establish the project budget.

Attachments:
LAP Agreement
Budget Resolution

cc: Gregg W. Sutton, P.E., Assistant County Engineer
Dennis Dix, Transportation Planning Coordinator
Steve Diez, Transportation Planner II
Chris Wert, P.E., Engineering Coordinator
Teresa Hill, Grants Coordinator
Cyndi Gambrel, DPW Finance Coordinator
Deborah Marenco, Grants Accountant

RESOLUTION NO.: 2007-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY AMENDING THE BUDGET TO REFLECT INCREASED FUNDS OR REVENUES NOT ANTICIPATED IN THE 2007 BUDGET, PURSUANT TO §129.06 OF THE FLORIDA STATUTES, APPROPRIATING AND EXPENDING INCREASED FUNDS AS PROVIDED BY THE AMENDED BUDGET; AND ADDING INCREASED AND UNANTICIPATED REVENUES TO THE PROPER FUND OF THE BUDGET.

WHEREAS, Hernando County is in receipt of funds not anticipated when the budget for the 2007 Fiscal Year was adopted; and,

WHEREAS, pursuant to §129.06 of the Florida Statutes, the budget for Fiscal Year 2007 must be amended to account for these unanticipated increased revenues; and,

WHEREAS, the total 2007 Fiscal Year Adopted Budget will be adjusted in the amount set forth below and the total estimated receipts, including balances brought forward, shall equal the total of the appropriations and reserves.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY, FLORIDA, AS FOLLOWS:

REVENUES

Account Number	Account Name	Present Budget	Increase/ Decrease	Amended Budget
0011-34638-3314938	Fed Grant - LAP Darby Ln SW	0.00	117,738.00	$117,738.00
				0.00
				0.00
				0.00
	TOTAL	$0.00	$117,738.00	$117,738.00

APPROPRIATION

Account Number	Account Name	Present Budget	Increase/ Decrease	Amended Budget
0011-34638-5616371	Improv-Sidewalks	0.00	117,738.00	$117,738.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
	TOTAL	$0.00	$117,738.00	$117,738.00

BY: KW 4/11/07
County Attorney's Office
(Approved as to Form and Legal Sufficiency)

ADOPTED this _____ day of _____, 2007.

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

Attest: _____
KAREN NICOLAI
Clerk

By: _____
Chairperson

Office of Management and Budget use only:
Fund Number: 0011 Dept. Number: 94110 Div. No. 34638 Verified by: tlh Date: 4/10/07
Approved by: Date: R2007-1036

Revised 9/28/05

RESOLUTION 2007-_____

WHEREAS, the Hernando County Board of County Commissioners (Agency) and the State of Florida Department of Transportation (Department) have agreed to participate jointly in the funding of the following project, to wit:

Hernando County Public Works Darby Lane Sidewalk Improvement Project FPN No. 413290 1 38 01 and;

WHEREAS, the FDOT has agreed to funding as depicted in the Local Agency Program Agreement (attached) associated with the design activities of the Darby Lane Sidewalk Project for a maximum participation amount of $117,738.

WHEREAS, the Department and Agency have agreed to enter into a Joint Participation Agreement in the form attached hereto:

NOW, THEREFORE, BE IT RESOLVED BY THE HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS, AS FOLLOWS:

SECTION 1. The execution by Hernando County Board of County Commissioners (Agency) of the Joint Participation Agreement is hereby approved and authorized.

SECTION 2. The Chairperson of the Hernando County Board of County Commissioners is hereby authorized to execute and sign the attached Joint Participation Agreement.

ADOPTED IN Regular Session this ___ th day of May, 2007, A.D.

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

ATTEST:
(SEAL)

_____
JEFF STABINS, CHAIRMAN

BY_____
KAREN NICOLAI
CLERK OF CIRCUIT COURT

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY _____ 4/11/07
County Attorney's Office

FPN: 413290 1 38 01	Fund: SE	FLAIR Approp:
Federal No:	Org Code: 55073060743	FLAIR Obj:
FPN:	Fund:	FLAIR Approp:
Federal No:	Org Code:	FLAIR Obj:
FPN:	Fund:	FLAIR Approp:
Federal No:	Org Code:	FLAIR Obj:
FPN:	Fund:	FLAIR Approp:
Federal No:	Org Code:	FLAIR Obj:
County No: Hernando County (08)	Contract No:	Vendor No: F591155275-069

Data Universal Number System (DUNS) No: 80-939-7102

Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction

THIS AGREEMENT, made and entered into this _____ day of _____, 2007 by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter called the Department, and HERNANDO COUNTY hereinafter called the Agency.

W I T N E S S E T H:

WHEREAS, the Agency has the authority to enter into this Agreement and to undertake the project hereinafter described, and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including the implementation of an integrated and balanced transportation system and is authorized under Section 339.12, Florida Statutes, to enter into this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

1.00 Purpose of Agreement: The purpose of this Agreement is to provide for the Department's participation in the design activities of the Darby Lane Sidewalk Project and as further described in Exhibit "A" attached hereto and by this reference made a part hereof, hereinafter called the "project," and to provide Department financial assistance to the Agency and state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the project will be undertaken and completed.

1.01 Attachments: Exhibit(s) 1, A and B are attached and made a part hereof.

2.01 General Requirements: The Agency shall complete the project as described in Exhibit "A" with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws. The project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Agency Program Manual, which by this reference is made a part hereof as if fully set forth herein. Time is of the essence as to each and every obligation under this Agreement.

A full time employee of the Agency, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in charge of each project.

Removal of Any Unbilled Funds

If Agency fails to timely perform its obligations in submitting invoices and documents necessary for the close out of the project, and said failure results in a loss of the remaining unbilled funding either by Federal withdrawal of funds or loss of State appropriation authority (which may include both federal funds and state funds, if any state funds are on the project), Agency will be responsible for the remaining unbilled funds on the project. No other funds will be provided by the Department. Agency waives the right to contest such removal of funds by the Department, if said removal is directly related to Federal (FHWA) withdrawal of funds or loss of State appropriation authority due to Local Agency's failure or nonperformance. In addition to loss of funding, the Department will consider de-certification of said Agency for future LAP projects.

Removal of All Funds

If all funds are removed from the project, including amounts previously billed to the Department and reimbursed to the Agency, and the project is off the state highway system, then the department will have to request repayment for the previously billed amounts from the Local Agency. No state funds can be used on off-system projects.

2.02 Expiration of Agreement: The Agency agrees to complete the project on or before December 31, 2009. If the Agency does not complete the project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the project. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the Department.

2.03 Pursuant to Federal, State, and Local Laws: In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is requisite under applicable law to enable the Agency to enter into this Agreement or to undertake the project hereunder or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

2.04 Agency Funds: The Agency shall initiate and prosecute to completion all proceedings necessary, including federal-aid requirements, to enable the Agency to provide the necessary funds for completion of the project.

2.05 Submission of Proceedings, Contracts, and Other Documents: The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the project as the Department and the Federal Highway Administration (FHWA) may require.

3.00 Project Cost:

3.01 Total Cost: The total cost of the project is $ 117,738. This amount is based upon the schedule of funding in Exhibit "B." The Agency agrees to bear all expenses in excess of the total cost of the project and any deficits involved. The schedule of funding may be modified by mutual agreement as provided for in paragraph 4.00.

3.02 Department Participation: The Department agrees to participate, including contingencies, in the project cost to the extent provided in Exhibit "B." This amount includes federal-aid funds which are limited to the actual amount of federal-aid participation.

3.03 Limits on Department Funds: Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible project costs is subject to:

a) Legislative approval of the Department's appropriation request in the work program year that the project is scheduled to be committed;

b) Availability of funds as stated in paragraphs 3.04 and 3.05 of this Agreement;

c) Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

d) Department approval of the project scope and budget at the time appropriation authority becomes available.

3.04 Appropriation of Funds: The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit "B" for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

3.05 Multi-Year Commitment: In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"(a) The department, during any fiscal year, shall not expend money, incur any liability, or enter into any

contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

3.06 Notice-to-Proceed: No cost may be incurred under this Agreement until the Agency has received a written Notice-to-Proceed from the Department.

3.07 Limits on Federal Participation: Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable Federal and State laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by the FHWA to the Department to proceed with the project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, Federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or project costs in part or in total.

For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Agency shall promptly reimburse the Department for all such amounts within 90 days of written notice.

4.00 Project Estimate and Disbursement Schedule: Prior to the execution of this Agreement, a project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the project, and shall incur obligations against and make disbursements of project funds only in conformity with the latest approved schedule of funding for the project. The schedule of funding may be revised by mutual written agreement between the Department and the Agency. If revised, a copy of the revision should be forwarded to the Department's Comptroller and to the Department's Federal-aid Program Office. No increase or decrease shall be effective unless it complies with fund participation requirements of this Agreement and is approved by the Department's Comptroller.

5.00 Records:

5.01 Establishment and Maintenance of Accounting Records: Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for 5 years after the final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the project records, together with supporting documents and records of the Agency and all subcontractors performing work on the project and all other records of the Agency and subcontractors considered necessary by the Department for a proper audit of costs. If any litigation, claim or audit is started before the expiration of the 5-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

5.02 Costs Incurred for Project: The Agency shall charge to the project account all eligible costs of the project except costs agreed to be borne by the Agency or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.

5.03 Documentation of Project Costs: All costs charged to the project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

5.04 Audit Reports: Recipients of federal and state funds are to have audits done annually using the following criteria:

The administration of resources awarded by the Department to the Agency may be subject to audits and/or monitoring by the Department, as described in this section.

Monitoring: In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, Florida Statutes, as revised (see "Audits" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department staff to the Agency regarding such audit. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the FDOT's Office of Inspector General (OIG), and the Chief Financial Officer (CFO) or Auditor General.

Audits

Part I - Federally Funded: Recipients of federal funds (i.e., state, local government or non-profit organizations as defined in OMB Circular A-133, as revised) are to have audits done annually using the following criteria:

1. In the event that the recipient expends $500,000 or more in federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Exhibit "1" of this Agreement indicates federal resources awarded through the Department by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department. The determination of amounts of federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.

2. In connection with the audit requirements addressed in Part I, paragraph 1 the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

3. If the recipient expends less than $500,000 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. However, if the recipient elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

Part II - State Funded: Recipients of state funds (i.e., a non-state entity as defined by Section 215.97(2) (l), Florida Statutes) are to have audits done annually using the following criteria:

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $500,000 in any fiscal year of such recipient, the recipient must have a state single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes, applicable rules of the Executive Office of the Governor and the CFO, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit "1" to this Agreement indicates state financial assistance awarded through the Department by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other non-state entities. State financial assistance does not include federal direct or pass-through awards and resources received by a non-state entity for federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2) (d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. However, if the recipient elects to have audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

Part III - Other Audit Requirements: The recipient shall follow up and take corrective action on audit findings. Preparation of a Summary Schedule of Prior Year Audit Findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

Records related to unresolved audit findings, appeals or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the Department, the Department of Financial Services, and the Auditor General. This section does not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

Part IV - Report Submission:

1. Copies of financial reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Part I of this Agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

   a) The Department at each of the following address(es):

      Florida Department of Transportation
      Lawrence Taylor, District Special Projects/LAP Administrator
      11201 North McKinley Drive, Mail Station 7-500
      Tampa, FL 33612

   b) The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised), at the following address:

      Federal Audit Clearinghouse
      Bureau of the Census
      1201 East 10th Street
      Jeffersonville, IN 47132

   c) Other federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. In the event that a copy of the financial reporting package required by Part I of this Agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the Department for reasons pursuant to Section .320 (e)(2), OMB Circular A-133, as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited Schedule of Expenditures of Federal Awards directly to each of the following:

   Florida Department of Transportation
   Lawrence Taylor, District Special Projects/LAP Administrator
   11201 North McKinley Drive, Mail Station 7-500
   Tampa, FL 33612

   In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the financial reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any Management Letters issued by the auditor, to the Department at each of the following addresses:

Florida Department of Transportation
Lawrence Taylor, District Special Projects/LAP Administrator
11201 North McKinley Drive, Mail Station 7-500
Tampa, FL 33612

3. Copies of the financial reporting package required by Part II of this Agreement shall be submitted by or on behalf of the recipient directly to each of the following:

a) The Department at each of the following address(es):

Florida Department of Transportation
Lawrence Taylor, District Special Projects/LAP Administrator
11201 North McKinley Drive, Mail Station 7-500
Tampa, FL 33612

b) The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or the Management Letter required by Part III of this Agreement shall be submitted by or on behalf of the recipient directly to:

a) The Department at each of the following address(es):

Florida Department of Transportation
Lawrence Taylor, District Special Projects/LAP Administrator
11201 North McKinley Drive, Mail Station 7-500
Tampa, FL 33612

5. Any reports, Management Letters, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted in a timely manner in accordance with OMB Circular A-133, as revised, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133, as revised, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the financial reporting package was delivered to the recipient in correspondence accompanying the financial reporting package.

Part V - Record Retention: The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least 5 years from the date the audit report is issued and shall allow the Department or its designee, the state CFO or Auditor General access to such records upon request. The recipient shall ensure that the independent audit documentation is made available to the Department, or its designee, the state CFO or Auditor General upon request for a period of at least 5 years from the date the audit report is issued, unless extended in writing by the Department.

5.05 Inspection: The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives and authorized agents of FHWA to inspect all work, workmanship, materials, payrolls, and records and to audit the books, records, and accounts pertaining to the financing and development of the project.

The Department reserves the right to unilaterally cancel this Agreement for refusal by the Agency or any contractor, sub-contractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement (Section 287.058(1)(c), Florida Statutes).

5.06 Uniform Relocation Assistance and Real Property Statistical Report: For any project requiring additional right-of-way, the Agency must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

6.00 Requisitions and Payments: Requests for reimbursement for fees or other compensation for services or expenses incurred shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof (Section 287.058(1)(a), Florida Statutes).

All recipients of funds from this Agreement, including those contracted by the Agency, must submit bills for any travel expenses, when authorized by the terms of this Agreement, in accordance with Section 112.061, Florida Statutes, and Chapter 3-"Travel" of the Department's Disbursement Operations Manual, Topic 350-030-400 (Section 287.058(1)(b), Florida Statutes).

If, after project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

7.00 Department Obligations: Subject to other provisions hereof, the Department will honor requests for reimbursement to the Agency in amounts and at times deemed by the Department to be proper to ensure the carrying out of the project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

7.01 Misrepresentation: The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof or in or with respect to any document of data furnished therewith or pursuant hereto;

7.02 Litigation: There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the project, the Agreement or payments to the project;

7.03 Approval by Department: The Agency shall have taken any action pertaining to the project which, under this Agreement, requires the approval of the Department or has made related expenditure or incurred related obligations without having been advised by the Department that same are approved;

7.04 Conflict of Interests: There has been any violation of the conflict of interest provisions contained here in paragraph 12.06 or 12.07.

7.05 Default: The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

7.06 Federal Participation: The Department may suspend or terminate payment for that portion of the project which the FHWA, or the Department acting in lieu of FHWA, may designate as ineligible for federal-aid.

7.07 Disallowed Costs: In determining the amount of the payment, the Department will exclude all projects costs incurred by the Agency prior to the effective date of this Agreement or the date of authorization, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in Exhibit "B" for the project, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7.08 Final Invoices: The Agency must submit the final invoice on the project to the Department within 120 days after the completion of the project. Invoices submitted after the 120-day time period may not be paid.

8.00 Termination or Suspension of Project:

8.01 Termination or Suspension Generally: The Department may, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected or the Department may terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

If the Department determines that the performance of the Agency is not satisfactory, the Department shall have the option of (a) immediately terminating this Agreement or (b) suspending this Agreement and notifying the Agency of the deficiency with a requirement that the deficiency be corrected within a specified time; otherwise this Agreement will be terminated at the end of such time. Suspension of this Agreement will not affect the time period for completion of the project.

If the Department requires termination of this Agreement for reasons other than unsatisfactory performance of the Agency, the Department shall notify the Agency of such termination, with instructions as to the effective date of termination or specify the stage of work at which this Agreement is terminated.

If this Agreement is terminated before performance is completed, the Agency shall be paid for the work satisfactorily performed. Payment is to be on the basis of substantiated costs.

8.02 Action Subsequent to Notice-of-Termination or Suspension: Upon receipt of any final termination or suspension notice under this paragraph, the Agency shall proceed promptly to carry out the actions required therein which may include any or all of the following: (a) necessary action to terminate or suspend, as the case may be, project activities and contracts and such other action as may be required or desirable to keep to a minimum the costs upon the basis of which the financing is to be computed; (b) furnish a statement of the project activities and contracts and other undertakings the cost of which are otherwise includable as project costs. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and cost as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and estimate within a reasonable time. The closing out of federal financial participation in the project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

9.00 Contracts of Agency:

9.01 Third Party Agreements: Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same.

9.02 Compliance with Consultants' Competitive Negotiation Act: It is understood and agreed by the parties hereto that participation by the Department in a project with the Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the consultant selection process for all projects. In all cases, the Agency's attorney shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

10.00 Disadvantaged Business Enterprise (DBE) Policy and Obligation: It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Agency and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

11.00 Compliance with Conditions and Laws: The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this project. Execution of this Agreement constitutes a certification that the Agency is in compliance with, and will

require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, when applicable.

12.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

12.01 Equal Employment Opportunity: In connection with the carrying out of any project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex, national origin, disability or marital status. The Agency will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development of operation of the project, except contracts for the standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the project involves installation, construction, demolition, removal, site improvement or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

12.02 Title VI - Civil Rights Act of 1964: The Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

The Agency shall include provisions in all contracts with third parties that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

12.03 Americans with Disabilities Act of 1990 (ADA): The Agency will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and assurance by the Agency pursuant thereto.

12.04 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 on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

12.05 Discrimination: In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

12.06 Suspension, Revocation, Denial of Qualification or Determination of Contractor Non-Responsibility: An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

12.07 Prohibited interests: Neither the Agency nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the project or any property included or planned to be included in the project in which any member, officer or employee of the Agency or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Agency, the Agency, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Agency or the locality relating to such contract, subcontract or arrangement.

The Agency shall insert in all contracts entered into in connection with the project or any property included or planned to be included in any project, and shall require its contractors to insert in each of their subcontracts, the following provision:

> "No member, officer or employee of the Agency or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Agency and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

12.08 Interest of Members of, or Delegates to, Congress: No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

13.00 Miscellaneous Provisions:

13.01 Environmental Regulations: The Agency will be solely responsible for compliance with all the applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Agency will be responsible for securing any applicable permits.

13.02 Department Not Obligated to Third Parties: The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.

13.03 When Rights and Remedies Not Waived: In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

13.04 How Agreement Is Affected by Provisions Being Held Invalid: If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

13.05 Bonus or Commission: By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

13.06 State Law: Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the project.

13.07 Contractual Indemnity: To the extent permitted by law, the Agency shall indemnify, defend, save, and hold harmless the Department and all its officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising out of any act, error, omission or negligent act by the Agency, its officers, agents or employees during the performance of this Agreement except that neither the Agency, its officers, agents or its employees will be liable under this paragraph for any claim, loss damage, cost, charge or expense arising out of any act, error, omission or negligent act by the Department or any of its officers, agents or employees during the performance of this Agreement.

The parties agree that this clause shall not waive the benefits or provisions of Chapter 768.28, Florida Statutes, or any similar provision of law.

When the Department receives a notice of claim for damages that may have been caused by the Agency in the performance of services required under this Agreement, the Department will immediately forward the claim to the Agency. The Agency and the Department will evaluate the claim and report their findings to each other within 14 working days and will jointly discuss options in defending the claim. After reviewing the claim, the Department will determine whether to require the participation of the Agency in the defense of the claim or to require the Agency defend the Department in such

claim as described in this paragraph. The Department's failure to promptly notify the Agency of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by the Agency. The Department and the Agency will each pay its own expenses for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all expenses at trial.

13.08 Plans and Specifications: In the event that this Agreement involves constructing and equipping of facilities on the State Highway System, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the project. The Department will review all plans and specifications and will issue to the Agency a written approval with any approved portions of the project and comments or recommendations covering any remainder of the project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency a written approval with said remainder of the project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.

13.09 Right-of-Way Certification: Upon completion of right-of-way activities on the project, the Agency must certify compliance with all applicable federal and state requirements. Certification is required prior to advertisement for or solicitation of bids for construction of the project, including those projects for which no right-of-way is required.

13.10 Agency Certification: The Agency will certify in writing, prior to project closeout, that the project was completed in accordance with applicable plans and specifications, is in place on the Agency's facility, adequate title is in the Agency's name, and the project is accepted by the Agency as suitable for the intended purpose.

13.11 Agreement Format: All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

13.12 Execution of Agreement: This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

13.13 Restrictions on Lobbying:

Federal: The Agency agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federally-appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Agency shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

State: No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

13.14 Maintenance: The Agency agrees to maintain any project not on the State Highway System constructed under this Agreement. If the Agency constructs any improvement on Department right-of-way, the Agency ☒ will ☐ will not maintain the improvements made for their useful life.

13.15 Vendors Rights: Vendors (in this document identified as the Agency) providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has 5 working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days

are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days after receipt of the invoice and the receipt, inspection, and approval of goods and services, a separate interest penalty in accordance with Section 215.422(3)(b), Florida Statutes, will be due and payable in addition to the invoice amount to the Agency. Interest penalties of less than one $1 will not be enforced unless the Agency requests payment. Invoices which have to be returned to the Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at 850-410-9724 or by calling the State Comptroller's Hotline, 1-800-848-3792.

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

AGENCY HERNANDO COUNTY

By: _____
Name:
Title: Chairman, Board of County Commissioners

Attest: _____
Title:

As to form:

_____
Attorney

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: _____
Name: Scott W. Collister, P.E., CPCM
Title: Director of Transportation Development

Attest: _____
Title:

As to form:

_____
District Attorney

See attached Encumbrance Form for date of funding approval by Comptroller.

EXHIBIT "1"

SINGLE AUDIT ACT

Federal Resources Awarded to the Recipient Pursuant to This Agreement Consist of the Following:

Federal Agency: Federal Highway Administration

CFDA #: 20.205 Highway Planning and Construction

Amount: $ 117,738.00

Compliance Requirement:

Allowable Activities: To be eligible, most projects must be located on public roads that are not functionally classified as local. The major exceptions are the Highway Bridge Replacement and Rehabilitation Program, which provides assistance for bridges on and off the federal-aid highways, highway safety activities, bicycle and pedestrian projects, transportation enhancement activities, the recreational trails program, and planning, research, development, and technology transfer. Proposed projects meeting these and other planning, design, environmental, safety, etc., requirements can be approved on the basis of state and local priorities within the limit of the funds apportioned or allocated to each state.

Allowable Costs: Eligible activities and allowable costs will be determined in accordance with Title 23 and Title 49 C.F.R. and the OMB cost principles applicable to the recipient/sub-recipient.

Eligibility: By law, the federal-aid highway program is a federally assisted state program that requires each state to have a suitably equipped and organized transportation department. Therefore, most projects are administered by or through State Departments of Transportation (State DOTs). Projects to be funded under the federal-aid highway program are generally selected by state DOTs or Metropolitan Planning Organizations (MPOs), in cooperation with appropriate local officials, as specified in 23 U.S.C. and implementing regulations. Territorial highway projects are funded in the same manner as other federal-aid highway projects, with the territorial transportation agency functioning in a manner similar to a state DOT. Most Florida Land Highway Program (FLHP) projects are administered by the Federal Highway Administration (FHWA) Office of Federal Lands Highway and its Divisions or by the various Florida Land Management Agencies (FLMAs). Under the FLHP, projects in the Indian Reservation Road (IRR) Program are selected by Tribal Governments and are approved by the Bureau of Indian Affairs (BIA) and the FHWA. Due to recent legislation, Tribal Governments meeting certain requirements may now administer various IRR projects on behalf of the BIA and FHWA. The Fish and Wildlife Service (FWS) and the National Park Service (NPS) select projects in the Refuge Road and Park Roads and Parkways Programs, respectively. For the Forest Highway Program, the Forest Service, the States and the FHWA jointly select projects.

Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to This Agreement Are As Follows: The recipient of Local Agency Program (LAP) funding must comply with the statutory requirements in Sections 112.061, 215.422, 339.12, and 339.135, Florida Statutes, and Title 23 and Title 49, C.F.R.

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 413290 1 38 01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and Hernando County.

Dated_____

PROJECT LOCATION:

The project is not on the National Highway System.

The project is not on the State Highway System.

PROJECT DESCRIPTION:

This project includes the design activities of the Darby Lane Sidewalk Project. The project provides for a five foot sidewalk along the western side of Darby Lane within the existing Right of Way for a distance of 3,500 feet in length.

SPECIAL CONSIDERATIONS BY THE AGENCY:

The Agency will be issued Notice to Proceed for the design (PE) phase of the project after final execution of the agreement. For projects off the State Highway System, the Agency will submit design plans for review and approval at 60% and 100%. For projects on the State Highway System, the Agency will submit design plans for all project phases.

The Agency will be responsible for documenting to the Department that the project, as designed, qualifies as a Type 1 or Programmatic CE project per FDOT's PD&E Manual. This documentation must be provided to the FDOT with submittal of Final Plans.

Should the Agency receive funding for the construction phase, it will not begin construction until the Department has reviewed and approved plans, executed a Supplemental Agreement with the Agency, obtained Federal Authorization and issued a Notice to Proceed. Construction related activities, including project advertisement, conducted prior to Notice to Proceed will not be reimbursed and may render the entire project ineligible for federal funding.

The Agency shall provide a project schedule to the Department which identifies major tasks, submittal and a completion date of the design activities of this project by May 1, 2007. If during project implementation it is determined that the project schedule cannot be met the Agency will notify the Department in writing prior to December 31, 2007, accompanied by a revised project schedule. Failure to comply with these requirements may be cause for termination of this project agreement and withdrawal of Department funding.

The Agency will provide progress billing invoices with appropriate back-up documentation to the Department on a quarterly basis.

The audit report(s) required in the Agreement shall include a Schedule of Project Assistance that will reflect the Department's contract number, the Financial Project Number (FPN), the Federal Authorization Number (FAN), where applicable, the amount of State funding action (receipt and disbursement of funds), any Federal or local funding action and the funding action from any other source with respect to the project.

The Agency shall be responsible for identification and remediation of any hazardous materials and contamination encountered while implementing the project.

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

SPECIAL CONSIDERATION BY THE DEPARTMENT:

The Department will issue Notice to Proceed to the Agency after final execution of this agreement.

Upon receipt of an invoice, the Department will have sixty (60) working days to review and approve the goods and services submitted for payment.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

EXHIBIT "B"

SCHEDULE OF FUNDING

AGENCY NAME & BILLING ADDRESS	FPN: 413290 1 38 01
Mr. Charles E. Mixson, P.E. Hernando County Engineer/DPW Director Department of Public Works 201 W. Summit Road Brooksville, FL 34601	

PROJECT DESCRIPTION

Name: Darby Lane Sidewalk Project Length: 3,500 feet

Termini: Jefferson Street to Candlelight Boulevard

TYPE OF WORK By Fiscal Year		FUNDING (1) TOTAL PROJECT FUNDS	(2) AGENCY FUNDS	(3) STATE & FEDERAL FUNDS
Planning	2006-2007			
	2007-2008			
	2008-2009			
	Total Planning Cost			
Project Development & Environment (PD&E)				
	2006-2007			
	2007-2008			
	2008-2009			
	Total PD&E Cost			
Design	2006-2007	117,738		117,738
	2007-2008			
	2008-2009			
	Total Design Cost	117,738		117,738
Right-of-Way	2006-2007			
	2007-2008			
	2008-2009			
	Total Right-of-Way Cost			
Construction	2006-2007			
	2007-2008			
	2008-2009			
	2009-2010			
	Total Construction Cost			
Construction Engineering and Inspection (CEI)				
	2006-2007			
	2007-2008			
	2008-2009			
	Total CEI Cost			
	Total Construction and CEI Costs			
	TOTAL COST OF THE PROJECT	$117,738		$117,738

The Department's fiscal year begins on July 1. For this project, funds are not projected to be available until after the 1st of July of each fiscal year. The Department will notify the Agency, in writing, when funds are available.

AGENDA MEMORANDUM

TO: **THE HONORABLE CHAIRPERSON AND MEMBERS OF THE BOARD OF COUNTY COMMISSIONERS**

VIA: **GARY KUHL, COUNTY ADMINISTRATOR**

FROM: **CHARLES G. MIXSON, P.E., COUNTY ENGINEER/ DIRECTOR OF PUBLIC WORKS**

SUBJECT: **LAP AGREEMENT FOR DESIGN ACTIVITIES ON DARBY LANE SIDEWALK PROJECT – FPN: 413290 1 38 01**

DATE: **April 10, 2007**

BRIEF OVERVIEW:	A Local Agency Program (LAP) Agreement between the Florida Department of Transportation (FDOT) and Hernando County is presented to the Board of County Commissioners for approval and the Chairperson's signature.
BUDGET IMPACT:	The Florida Department of Transportation LAP Program will reimburse Hernando County up to $117,738.00 for the design activities of constructing a 5' sidewalk along the western side of Darby Lane within the existing Right of Way for a distance of 3,500 feet in length (from Jefferson Street to Candlelight Boulevard).
LEGAL IMPACT:	The Board is authorized to act upon this matter pursuant to Chapter 125, Florida Statute.
RECOMMENDED ACTION:	Staff recommends the Board of County Commissioners approve and authorize the Chairperson to execute the attached LAP Agreement for the Darby Lane design activities, the attached Joint Participation Agreement and the attached Budget Resolution needed to establish the project budget.
ADMINISTRATIVE NOTE:	_____ Reviewed _____ See attached memo

BACKGROUND

The Board of County Commissioners approved and authorized Hernando County's participation in the Florida Department of Transportation's Local Agency Program. The attached agreement provides up to $117,738 reimbursement to Hernando County for the design activities phase of the Darby Lane Sidewalk Project. Design and construction costs are currently estimated at $200,000. Funding can be found in line item 0011-34638-3314938 (Revenue) and 0011-34638-5616371 (Expenditures).

CONSENT AGENDA ITEM 3.

"MINUTES OF"

APR 24 2007 670

RECOMMENDATION:
Staff recommends the Board of County Commissioners approve and authorize the Chairperson to execute the attached LAP Agreement for the Darby Lane Sidewalk Project along with the Joint Participation Agreement and the attached Budget Resolution needed to establish the project budget.

Attachments:
LAP Agreement
Budget Resolution

cc: Gregg W. Sutton, P.E., Assistant County Engineer
Dennis Dix, Transportation Planning Coordinator
Steve Diez, Transportation Planner II
Chris Wert, P.E., Engineering Coordinator
Teresa Hill, Grants Coordinator
Cyndi Gambrel, DPW Finance Coordinator
Deborah Marenco, Grants Accountant

RESOLUTION 2007-130

WHEREAS, the Hernando County Board of County Commissioners (Agency) and the State of Florida Department of Transportation (Department) have agreed to participate jointly in the funding of the following project, to wit:

Hernando County Public Works Darby Lane Sidewalk Improvement Project
FPN No. 413290 1 38 01 and;

WHEREAS, the FDOT has agreed to funding as depicted in the Local Agency Program Agreement (attached) associated with the design activities of the Darby Lane Sidewalk Project for a maximum participation amount of $117,738.

WHEREAS, the Department and Agency have agreed to enter into a Joint Participation Agreement in the form attached hereto:

NOW, THEREFORE, BE IT RESOLVED BY THE HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS, AS FOLLOWS:

SECTION 1. The execution by Hernando County Board of County Commissioners (Agency) of the Joint Participation Agreement is hereby approved and authorized.

SECTION 2. The Chairperson of the Hernando County Board of County Commissioners is hereby authorized to execute and sign the attached Joint Participation Agreement.

ADOPTED IN Regular Session this 24 th day of ~~May,~~ April 2007, A.D.

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

JEFF STABINS, CHAIRMAN

ATTEST:
(SEAL)

BY Karen Nicolai
KAREN NICOLAI
CLERK OF CIRCUIT COURT

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY 4/11/07
County Attorney's Office

RESOLUTION NO.: 2007-131

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY AMENDING THE BUDGET TO REFLECT INCREASED FUNDS OR REVENUES NOT ANTICIPATED IN THE 2007 BUDGET, PURSUANT TO §129.06 OF THE FLORIDA STATUTES, APPROPRIATING AND EXPENDING INCREASED FUNDS AS PROVIDED BY THE AMENDED BUDGET; AND ADDING INCREASED AND UNANTICIPATED REVENUES TO THE PROPER FUND OF THE BUDGET.

WHEREAS, Hernando County is in receipt of funds not anticipated when the budget for the 2007 Fiscal Year was adopted; and,

WHEREAS, pursuant to §129.06 of the Florida Statutes, the budget for Fiscal Year 2007 must be amended to account for these unanticipated increased revenues; and,

WHEREAS, the total 2007 Fiscal Year Adopted Budget will be adjusted in the amount set forth below and the total estimated receipts, including balances brought forward, shall equal the total of the appropriations and reserves.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY, FLORIDA, AS FOLLOWS:

REVENUES

Account Number	Account Name	Present Budget	Increase/ Decrease	Amended Budget
0011-34638-3314938	Fed Grant - LAP Darby Ln SW	0.00	117,738.00	$117,738.00
				0.00
				0.00
				0.00
	TOTAL	$0.00	$117,738.00	$117,738.00

APPROPRIATION

Account Number	Account Name	Present Budget	Increase/ Decrease	Amended Budget
0011-34638-5616371	Improv-Sidewalks	0.00	117,738.00	$117,738.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
	TOTAL	$0.00	$117,738.00	$117,738.00

BY: KW 4/11/07
County Attorney's Office
(As to Form and Content and Legal Sufficiency)

ADOPTED this 24th day of April, 2007.

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

Attest: [signature]
KAREN NICOLAI
Clerk

By: [signature]
Chairperson

Office of Management and Budget use only:
Fund Number: 0011 Dept. Number: 94110 Div. No. 34638 Verified by: tlh Date: 4/10/07
Approved by: Date: 4/11/07 R2007-1036

Revised 9/28/05

FPN: 413290 1 38 01	Fund: SE	FLAIR Approp:
Federal No: 8887 349 A	Org Code: 55073060743	FLAIR Obj:
FPN:	Fund:	FLAIR Approp:
Federal No:	Org Code:	FLAIR Obj:
FPN:	Fund:	FLAIR Approp:
Federal No:	Org Code:	FLAIR Obj:
FPN:	Fund:	FLAIR Approp:
Federal No:	Org Code:	FLAIR Obj:
County No: Hernando County (08)	Contract No: AOS 10	Vendor No: F591155275-069

Data Universal Number System (DUNS) No: 80-939-7102

Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction

THIS AGREEMENT, made and entered into this 15TH day of MAY, 2007 by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter called the Department, and HERNANDO COUNTY hereinafter called the Agency.

W I T N E S S E T H:

WHEREAS, the Agency has the authority to enter into this Agreement and to undertake the project hereinafter described, and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including the implementation of an integrated and balanced transportation system and is authorized under Section 339.12, Florida Statutes, to enter into this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

1.00 Purpose of Agreement: The purpose of this Agreement is to provide for the Department's participation in the design activities of the Darby Lane Sidewalk Project and as further described in Exhibit "A" attached hereto and by this reference made a part hereof, hereinafter called the "project," and to provide Department financial assistance to the Agency and state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the project will be undertaken and completed.

1.01 Attachments: Exhibit(s) 1, A and B are attached and made a part hereof.

2.01 General Requirements: The Agency shall complete the project as described in Exhibit "A" with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws. The project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Agency Program Manual, which by this reference is made a part hereof as if fully set forth herein. Time is of the essence as to each and every obligation under this Agreement.

A full time employee of the Agency, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in charge of each project.

Removal of Any Unbilled Funds

If Agency fails to timely perform its obligations in submitting invoices and documents necessary for the close out of the project, and said failure results in a loss of the remaining unbilled funding either by Federal withdrawal of funds or loss of State appropriation authority (which may include both federal funds and state funds, if any state funds are on the project), Agency will be responsible for the remaining unbilled funds on the project. No other funds will be provided by the Department. Agency waives the right to contest such removal of funds by the Department, if said removal is directly related to Federal (FHWA) withdrawal of funds or loss of State appropriation authority due to Local Agency's failure or nonperformance. In addition to loss of funding, the Department will consider de-certification of said Agency for future LAP projects.

Removal of All Funds

If all funds are removed from the project, including amounts previously billed to the Department and reimbursed to the Agency, and the project is off the state highway system, then the department will have to request repayment for the previously billed amounts from the Local Agency. No state funds can be used on off-system projects.

2.02 Expiration of Agreement: The Agency agrees to complete the project on or before December 31, 2009. If the Agency does not complete the project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the project. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the Department.

2.03 Pursuant to Federal, State, and Local Laws: In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is requisite under applicable law to enable the Agency to enter into this Agreement or to undertake the project hereunder or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

2.04 Agency Funds: The Agency shall initiate and prosecute to completion all proceedings necessary, including federal-aid requirements, to enable the Agency to provide the necessary funds for completion of the project.

2.05 Submission of Proceedings, Contracts, and Other Documents: The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the project as the Department and the Federal Highway Administration (FHWA) may require.

3.00 Project Cost:

3.01 Total Cost: The total cost of the project is $ 117,738. This amount is based upon the schedule of funding in Exhibit "B." The Agency agrees to bear all expenses in excess of the total cost of the project and any deficits involved. The schedule of funding may be modified by mutual agreement as provided for in paragraph 4.00.

3.02 Department Participation: The Department agrees to participate, including contingencies, in the project cost to the extent provided in Exhibit "B." This amount includes federal-aid funds which are limited to the actual amount of federal-aid participation.

3.03 Limits on Department Funds: Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible project costs is subject to:

a) Legislative approval of the Department's appropriation request in the work program year that the project is scheduled to be committed;

b) Availability of funds as stated in paragraphs 3.04 and 3.05 of this Agreement;

c) Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

d) Department approval of the project scope and budget at the time appropriation authority becomes available.

3.04 Appropriation of Funds: The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit "B" for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

3.05 Multi-Year Commitment: In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"(a) The department, during any fiscal year, shall not expend money, incur any liability, or enter into any

contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

3.06 Notice-to-Proceed: No cost may be incurred under this Agreement until the Agency has received a written Notice-to-Proceed from the Department.

3.07 Limits on Federal Participation: Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable Federal and State laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by the FHWA to the Department to proceed with the project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, Federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or project costs in part or in total.

For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Agency shall promptly reimburse the Department for all such amounts within 90 days of written notice.

4.00 Project Estimate and Disbursement Schedule: Prior to the execution of this Agreement, a project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the project, and shall incur obligations against and make disbursements of project funds only in conformity with the latest approved schedule of funding for the project. The schedule of funding may be revised by mutual written agreement between the Department and the Agency. If revised, a copy of the revision should be forwarded to the Department's Comptroller and to the Department's Federal-aid Program Office. No increase or decrease shall be effective unless it complies with fund participation requirements of this Agreement and is approved by the Department's Comptroller.

5.00 Records:

5.01 Establishment and Maintenance of Accounting Records: Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for 5 years after the final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the project records, together with supporting documents and records of the Agency and all subcontractors performing work on the project and all other records of the Agency and subcontractors considered necessary by the Department for a proper audit of costs. If any litigation, claim or audit is started before the expiration of the 5-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

5.02 Costs Incurred for Project: The Agency shall charge to the project account all eligible costs of the project except costs agreed to be borne by the Agency or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.

5.03 Documentation of Project Costs: All costs charged to the project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

5.04 Audit Reports: Recipients of federal and state funds are to have audits done annually using the following criteria:

The administration of resources awarded by the Department to the Agency may be subject to audits and/or monitoring by the Department, as described in this section.

Monitoring: In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, Florida Statutes, as revised (see "Audits" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department staff to the Agency regarding such audit. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the FDOT's Office of Inspector General (OIG), and the Chief Financial Officer (CFO) or Auditor General.

Audits

Part I - Federally Funded: Recipients of federal funds (i.e., state, local government or non-profit organizations as defined in OMB Circular A-133, as revised) are to have audits done annually using the following criteria:

1. In the event that the recipient expends $500,000 or more in federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Exhibit "1" of this Agreement indicates federal resources awarded through the Department by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department. The determination of amounts of federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.

2. In connection with the audit requirements addressed in Part I, paragraph 1 the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

3. If the recipient expends less than $500,000 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. However, if the recipient elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

Part II - State Funded: Recipients of state funds (i.e., a non-state entity as defined by Section 215.97(2) (l), Florida Statutes) are to have audits done annually using the following criteria:

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $500,000 in any fiscal year of such recipient, the recipient must have a state single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes, applicable rules of the Executive Office of the Governor and the CFO, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit "1" to this Agreement indicates state financial assistance awarded through the Department by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other non-state entities. State financial assistance does not include federal direct or pass-through awards and resources received by a non-state entity for federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2) (d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. However, if the recipient elects to have audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

Part III - Other Audit Requirements: The recipient shall follow up and take corrective action on audit findings. Preparation of a Summary Schedule of Prior Year Audit Findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

Records related to unresolved audit findings, appeals or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the Department, the Department of Financial Services, and the Auditor General. This section does not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

Part IV - Report Submission:

1. Copies of financial reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Part I of this Agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

   a) The Department at each of the following address(es):

      Florida Department of Transportation
      Lawrence Taylor, District Special Projects/LAP Administrator
      11201 North McKinley Drive, Mail Station 7-500
      Tampa, FL 33612

   b) The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised), at the following address:

      Federal Audit Clearinghouse
      Bureau of the Census
      1201 East 10th Street
      Jeffersonville, IN 47132

   c) Other federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. In the event that a copy of the financial reporting package required by Part I of this Agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the Department for reasons pursuant to Section .320 (e)(2), OMB Circular A-133, as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited Schedule of Expenditures of Federal Awards directly to each of the following:

   Florida Department of Transportation
   Lawrence Taylor, District Special Projects/LAP Administrator
   11201 North McKinley Drive, Mail Station 7-500
   Tampa, FL 33612

   In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the financial reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any Management Letters issued by the auditor, to the Department at each of the following addresses:

Florida Department of Transportation
Lawrence Taylor, District Special Projects/LAP Administrator
11201 North McKinley Drive, Mail Station 7-500
Tampa, FL 33612

3. Copies of the financial reporting package required by Part II of this Agreement shall be submitted by or on behalf of the recipient directly to each of the following:

a) The Department at each of the following address(es):

Florida Department of Transportation
Lawrence Taylor, District Special Projects/LAP Administrator
11201 North McKinley Drive, Mail Station 7-500
Tampa, FL 33612

b) The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or the Management Letter required by Part III of this Agreement shall be submitted by or on behalf of the recipient directly to:

a) The Department at each of the following address(es):

Florida Department of Transportation
Lawrence Taylor, District Special Projects/LAP Administrator
11201 North McKinley Drive, Mail Station 7-500
Tampa, FL 33612

5. Any reports, Management Letters, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted in a timely manner in accordance with OMB Circular A-133, as revised, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133, as revised, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the financial reporting package was delivered to the recipient in correspondence accompanying the financial reporting package.

Part V - Record Retention: The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least 5 years from the date the audit report is issued and shall allow the Department or its designee, the state CFO or Auditor General access to such records upon request. The recipient shall ensure that the independent audit documentation is made available to the Department, or its designee, the state CFO or Auditor General upon request for a period of at least 5 years from the date the audit report is issued, unless extended in writing by the Department.

5.05 Inspection: The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives and authorized agents of FHWA to inspect all work, workmanship, materials, payrolls, and records and to audit the books, records, and accounts pertaining to the financing and development of the project.

The Department reserves the right to unilaterally cancel this Agreement for refusal by the Agency or any contractor, sub-contractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement (Section 287.058(1)(c), Florida Statutes).

5.06 Uniform Relocation Assistance and Real Property Statistical Report: For any project requiring additional right-of-way, the Agency must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

6.00 Requisitions and Payments: Requests for reimbursement for fees or other compensation for services or expenses incurred shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof (Section 287.058(1)(a), Florida Statutes).

All recipients of funds from this Agreement, including those contracted by the Agency, must submit bills for any travel expenses, when authorized by the terms of this Agreement, in accordance with Section 112.061, Florida Statutes, and Chapter 3-"Travel" of the Department's Disbursement Operations Manual, Topic 350-030-400 (Section 287.058(1)(b), Florida Statutes).

If, after project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

7.00 Department Obligations: Subject to other provisions hereof, the Department will honor requests for reimbursement to the Agency in amounts and at times deemed by the Department to be proper to ensure the carrying out of the project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

7.01 Misrepresentation: The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof or in or with respect to any document of data furnished therewith or pursuant hereto;

7.02 Litigation: There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the project, the Agreement or payments to the project;

7.03 Approval by Department: The Agency shall have taken any action pertaining to the project which, under this Agreement, requires the approval of the Department or has made related expenditure or incurred related obligations without having been advised by the Department that same are approved;

7.04 Conflict of Interests: There has been any violation of the conflict of interest provisions contained here in paragraph 12.06 or 12.07.

7.05 Default: The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

7.06 Federal Participation: The Department may suspend or terminate payment for that portion of the project which the FHWA, or the Department acting in lieu of FHWA, may designate as ineligible for federal-aid.

7.07 Disallowed Costs: In determining the amount of the payment, the Department will exclude all projects costs incurred by the Agency prior to the effective date of this Agreement or the date of authorization, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in Exhibit "B" for the project, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7.08 Final Invoices: The Agency must submit the final invoice on the project to the Department within 120 days after the completion of the project. Invoices submitted after the 120-day time period may not be paid.

8.00 Termination or Suspension of Project:

8.01 Termination or Suspension Generally: The Department may, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected or the Department may terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

If the Department determines that the performance of the Agency is not satisfactory, the Department shall have the option of (a) immediately terminating this Agreement or (b) suspending this Agreement and notifying the Agency of the deficiency with a requirement that the deficiency be corrected within a specified time; otherwise this Agreement will be terminated at the end of such time. Suspension of this Agreement will not affect the time period for completion of the project.

If the Department requires termination of this Agreement for reasons other than unsatisfactory performance of the Agency, the Department shall notify the Agency of such termination, with instructions as to the effective date of termination or specify the stage of work at which this Agreement is terminated.

If this Agreement is terminated before performance is completed, the Agency shall be paid for the work satisfactorily performed. Payment is to be on the basis of substantiated costs.

8.02 Action Subsequent to Notice-of-Termination or Suspension: Upon receipt of any final termination or suspension notice under this paragraph, the Agency shall proceed promptly to carry out the actions required therein which may include any or all of the following: (a) necessary action to terminate or suspend, as the case may be, project activities and contracts and such other action as may be required or desirable to keep to a minimum the costs upon the basis of which the financing is to be computed; (b) furnish a statement of the project activities and contracts and other undertakings the cost of which are otherwise includable as project costs. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and cost as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and estimate within a reasonable time. The closing out of federal financial participation in the project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

9.00 Contracts of Agency:

9.01 Third Party Agreements: Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same.

9.02 Compliance with Consultants' Competitive Negotiation Act: It is understood and agreed by the parties hereto that participation by the Department in a project with the Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the consultant selection process for all projects. In all cases, the Agency's attorney shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

10.00 Disadvantaged Business Enterprise (DBE) Policy and Obligation: It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Agency and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

11.00 Compliance with Conditions and Laws: The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this project. Execution of this Agreement constitutes a certification that the Agency is in compliance with, and will

require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, when applicable.

12.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

12.01 Equal Employment Opportunity: In connection with the carrying out of any project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex, national origin, disability or marital status. The Agency will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development of operation of the project, except contracts for the standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the project involves installation, construction, demolition, removal, site improvement or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

12.02 Title VI - Civil Rights Act of 1964: The Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

The Agency shall include provisions in all contracts with third parties that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

12.03 Americans with Disabilities Act of 1990 (ADA): The Agency will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and assurance by the Agency pursuant thereto.

12.04 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 on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

12.05 Discrimination: In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

12.06 Suspension, Revocation, Denial of Qualification or Determination of Contractor Non-Responsibility: An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

12.07 Prohibited Interests: Neither the Agency nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the project or any property included or planned to be included in the project in which any member, officer or employee of the Agency or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Agency, the Agency, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Agency or the locality relating to such contract, subcontract or arrangement.

The Agency shall insert in all contracts entered into in connection with the project or any property included or planned to be included in any project, and shall require its contractors to insert in each of their subcontracts, the following provision:

> "No member, officer or employee of the Agency or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Agency and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

12.08 Interest of Members of, or Delegates to, Congress: No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

13.00 Miscellaneous Provisions:

13.01 Environmental Regulations: The Agency will be solely responsible for compliance with all the applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Agency will be responsible for securing any applicable permits.

13.02 Department Not Obligated to Third Parties: The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.

13.03 When Rights and Remedies Not Waived: In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

13.04 How Agreement is Affected by Provisions Being Held Invalid: If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

13.05 Bonus or Commission: By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

13.06 State Law: Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the project.

13.07 Contractual Indemnity: To the extent permitted by law, the Agency shall indemnify, defend, save, and hold harmless the Department and all its officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising out of any act, error, omission or negligent act by the Agency, its officers, agents or employees during the performance of this Agreement except that neither the Agency, its officers, agents or its employees will be liable under this paragraph for any claim, loss damage, cost, charge or expense arising out of any act, error, omission or negligent act by the Department or any of its officers, agents or employees during the performance of this Agreement.

The parties agree that this clause shall not waive the benefits or provisions of Chapter 768.28, Florida Statutes, or any similar provision of law.

When the Department receives a notice of claim for damages that may have been caused by the Agency in the performance of services required under this Agreement, the Department will immediately forward the claim to the Agency. The Agency and the Department will evaluate the claim and report their findings to each other within 14 working days and will jointly discuss options in defending the claim. After reviewing the claim, the Department will determine whether to require the participation of the Agency in the defense of the claim or to require the Agency defend the Department in such

claim as described in this paragraph. The Department's failure to promptly notify the Agency of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by the Agency. The Department and the Agency will each pay its own expenses for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all expenses at trial.

13.08 Plans and Specifications: In the event that this Agreement involves constructing and equipping of facilities on the State Highway System, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the project. The Department will review all plans and specifications and will issue to the Agency a written approval with any approved portions of the project and comments or recommendations covering any remainder of the project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency a written approval with said remainder of the project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.

13.09 Right-of-Way Certification: Upon completion of right-of-way activities on the project, the Agency must certify compliance with all applicable federal and state requirements. Certification is required prior to advertisement for or solicitation of bids for construction of the project, including those projects for which no right-of-way is required.

13.10 Agency Certification: The Agency will certify in writing, prior to project closeout, that the project was completed in accordance with applicable plans and specifications, is in place on the Agency's facility, adequate title is in the Agency's name, and the project is accepted by the Agency as suitable for the intended purpose.

13.11 Agreement Format: All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

13.12 Execution of Agreement: This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

13.13 Restrictions on Lobbying:

Federal: The Agency agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federally-appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Agency shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

State: No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

13.14 Maintenance: The Agency agrees to maintain any project not on the State Highway System constructed under this Agreement. If the Agency constructs any improvement on Department right-of-way, the Agency ☒ will ☐ will not maintain the improvements made for their useful life.

13.15 Vendors Rights: Vendors (in this document identified as the Agency) providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has 5 working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days

are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days after receipt of the invoice and the receipt, inspection, and approval of goods and services, a separate interest penalty in accordance with Section 215.422(3)(b), Florida Statutes, will be due and payable in addition to the invoice amount to the Agency. Interest penalties of less than one $1 will not be enforced unless the Agency requests payment. Invoices which have to be returned to the Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at 850-410-9724 or by calling the State Comptroller's Hotline, 1-800-848-3792.

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

AGENCY HERNANDO COUNTY

By: _____
Name:
Title: Chairman, Board of County Commissioners

Attest: _____
Title:

SEAL

As to form:

_____
Attorney

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: _____
Name: Scott W. Collister, P.E., CPCM
Title: Director of Transportation Development

Attest: _____
Title:

As to form:

_____
District Attorney

See attached Encumbrance Form for date of funding approval by Comptroller.

EXHIBIT "1"

SINGLE AUDIT ACT

Federal Resources Awarded to the Recipient Pursuant to This Agreement Consist of the Following:

Federal Agency: Federal Highway Administration

CFDA #: 20.205 Highway Planning and Construction

Amount: $ 117,738.00

Compliance Requirement:

Allowable Activities: To be eligible, most projects must be located on public roads that are not functionally classified as local. The major exceptions are the Highway Bridge Replacement and Rehabilitation Program, which provides assistance for bridges on and off the federal-aid highways, highway safety activities, bicycle and pedestrian projects, transportation enhancement activities, the recreational trails program, and planning, research, development, and technology transfer. Proposed projects meeting these and other planning, design, environmental, safety, etc., requirements can be approved on the basis of state and local priorities within the limit of the funds apportioned or allocated to each state.

Allowable Costs: Eligible activities and allowable costs will be determined in accordance with Title 23 and Title 49 C.F.R. and the OMB cost principles applicable to the recipient/sub-recipient.

Eligibility: By law, the federal-aid highway program is a federally assisted state program that requires each state to have a suitably equipped and organized transportation department. Therefore, most projects are administered by or through State Departments of Transportation (State DOTs). Projects to be funded under the federal-aid highway program are generally selected by state DOTs or Metropolitan Planning Organizations (MPOs), in cooperation with appropriate local officials, as specified in 23 U.S.C. and implementing regulations. Territorial highway projects are funded in the same manner as other federal-aid highway projects, with the territorial transportation agency functioning in a manner similar to a state DOT. Most Florida Land Highway Program (FLHP) projects are administered by the Federal Highway Administration (FHWA) Office of Federal Lands Highway and its Divisions or by the various Florida Land Management Agencies (FLMAs). Under the FLHP, projects in the Indian Reservation Road (IRR) Program are selected by Tribal Governments and are approved by the Bureau of Indian Affairs (BIA) and the FHWA. Due to recent legislation, Tribal Governments meeting certain requirements may now administer various IRR projects on behalf of the BIA and FHWA. The Fish and Wildlife Service (FWS) and the National Park Service (NPS) select projects in the Refuge Road and Park Roads and Parkways Programs, respectively. For the Forest Highway Program, the Forest Service, the States and the FHWA jointly select projects.

Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to This Agreement Are As Follows: The recipient of Local Agency Program (LAP) funding must comply with the statutory requirements in Sections 112.061, 215.422, 339.12, and 339.135, Florida Statutes, and Title 23 and Title 49, C.F.R.

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 413290 1 38 01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and Hernando County.

Dated MAY 15, 2007

PROJECT LOCATION:

The project is not on the National Highway System.

The project is not on the State Highway System.

PROJECT DESCRIPTION:

This project includes the design activities of the Darby Lane Sidewalk Project. The project provides for a five foot sidewalk along the western side of Darby Lane within the existing Right of Way for a distance of 3,500 feet in length.

SPECIAL CONSIDERATIONS BY THE AGENCY:

The Agency will be issued Notice to Proceed for the design (PE) phase of the project after final execution of the agreement. For projects off the State Highway System, the Agency will submit design plans for review and approval at 60% and 100%. For projects on the State Highway System, the Agency will submit design plans for all project phases.

The Agency will be responsible for documenting to the Department that the project, as designed, qualifies as a Type 1 or Programmatic CE project per FDOT's PD&E Manual. This documentation must be provided to the FDOT with submittal of Final Plans.

Should the Agency receive funding for the construction phase, it will not begin construction until the Department has reviewed and approved plans, executed a Supplemental Agreement with the Agency, obtained Federal Authorization and issued a Notice to Proceed. Construction related activities, including project advertisement, conducted prior to Notice to Proceed will not be reimbursed and may render the entire project ineligible for federal funding.

The Agency shall provide a project schedule to the Department which identifies major tasks, submittal and a completion date of the design activities of this project by May 1, 2007. If during project implementation it is determined that the project schedule cannot be met the Agency will notify the Department in writing prior to December 31, 2007, accompanied by a revised project schedule. Failure to comply with these requirements may be cause for termination of this project agreement and withdrawal of Department funding.

The Agency will provide progress billing invoices with appropriate back-up documentation to the Department on a quarterly basis.

The audit report(s) required in the Agreement shall include a Schedule of Project Assistance that will reflect the Department's contract number, the Financial Project Number (FPN), the Federal Authorization Number (FAN), where applicable, the amount of State funding action (receipt and disbursement of funds), any Federal or local funding action and the funding action from any other source with respect to the project.

The Agency shall be responsible for identification and remediation of any hazardous materials and contamination encountered while implementing the project.

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

SPECIAL CONSIDERATION BY THE DEPARTMENT:

The Department will issue Notice to Proceed to the Agency after final execution of this agreement.

Upon receipt of an invoice, the Department will have sixty (60) working days to review and approve the goods and services submitted for payment.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

EXHIBIT "B"

SCHEDULE OF FUNDING

AGENCY NAME & BILLING ADDRESS	FPN: 413290 1 38 01
Mr. Charles E. Mixson, P.E. Hernando County Engineer/DPW Director Department of Public Works 201 W. Summit Road Brooksville, FL 34601	

PROJECT DESCRIPTION

Name: Darby Lane Sidewalk Project Length: 3,500 feet

Termini: Jefferson Street to Candlelight Boulevard

TYPE OF WORK By Fiscal Year		FUNDING (1) TOTAL PROJECT FUNDS	FUNDING (2) AGENCY FUNDS	FUNDING (3) STATE & FEDERAL FUNDS
Planning	2006-2007			
	2007-2008			
	2008-2009			
	Total Planning Cost			
Project Development & Environment (PD&E)				
	2006-2007			
	2007-2008			
	2008-2009			
	Total PD&E Cost			
Design	2006-2007	117,738		117,738
	2007-2008			
	2008-2009			
	Total Design Cost	117,738		117,738
Right-of-Way	2006-2007			
	2007-2008			
	2008-2009			
	Total Right-of-Way Cost			
Construction	2006-2007			
	2007-2008			
	2008-2009			
	2009-2010			
	Total Construction Cost			
Construction Engineering and Inspection (CEI)				
	2006-2007			
	2007-2008			
	2008-2009			
	Total CEI Cost			
	Total Construction and CEI Costs			
	TOTAL COST OF THE PROJECT	$117,738		$117,738

The Department's fiscal year begins on July 1. For this project, funds are not projected to be available until after the 1st of July of each fiscal year. The Department will notify the Agency, in writing, when funds are available.

April 16, 2007

MEMORANDUM

TO: ***The Honorable Chairman and Members of the Board of County Commissioners***

VIA: ***Gary Kuhl, County Administrator***

FROM: ***Donald Silvernell, Airport Director***

SUBJECT: ***Lease Termination with Rudolph and Asenath Rostel***
Lease Agreement with K & V Real Estate, LLC
Lot 13, Airport Industrial Park, Unit I

Brief Overview: The Hernando County Airport has had a Ground Lease Agreement with Rudolph and Asenath Rostel for Lot 13 of the Airport Industrial Park, Unit I since April 1, 1987. The Rostel's are selling their leasehold improvements to K & V Real Estate, LLC. K & V has requested a new lease using the current lease template as drafted by the County Attorney's Office. Approval of a new lease will require termination of the existing lease. Neither document will become effective until the sale of the leasehold improvements has occurred.

Budget Impact: The Airport's revenue will increase $3,875 the first year with lease payment adjustments scheduled throughout the term of the lease.

Legal Impact: Reviewed and approved for form and sufficiency by the County Attorney's Office.

Recommended It is requested that the Board of County Commissioners approve the lease termination with Rudolph and Asenath Rostel and the new lease with K & V Real Estate, LLC. for Lot 13 of the Airport Industrial Park, Unit I. It is also requested that the Board of County Commissioners authorize the Chairman's signature on the related documents.

Administrative Note:
_____ ***Reviewed*** _____ ***See attached memo***

☐ ***Issue is a quasi-judicial function of the Board and Exparte procedures apply.***

E:\Word\jcrain\bcc\agnlPLot13.doc

CONSENT AGENDA ITEM 4.

For Recording Use

TERMINATION OF LEASE AGREEMENT AND MUTUAL RELEASE

This Agreement is made and entered into as of this ____ day of April, 2007, by and between Hernando County, a political subdivision of the State of Florida ("**Lessor**") and Rudolph Rostel and Asenath Rostel, ("**Rostel**"), and the parties state:

WHEREAS, the **Lessor** and **Richard and Jeannine Fisher** entered into a certain ground lease dated January 1, 1984, recorded in Official Record Book 539 pages1521 - 1528 of the Official Records of Hernando County, Florida (the "**Lease**") relative to certain real property legally described as:

Lot 13, Hernando County Airport Industrial Park, Unit 1, as recorded in Plat Book 17 Pages 80 - 83, of the Public Records of Hernando County, Florida and with a street address of 16050 Aviation Loop Drive, Brooksville, Florida 34604 (the "**Property**"); and,

WHEREAS, the **Lessor** and **Rostel** entered into a certain assignment of said ground lease dated April 1, 1987, recorded in Official Record Book 646, pages 845 thru 846, of the public records of Hernando County, Florida; and,

WHEREAS, **Rostel** is presently current as to all rent, fees and obligations under the **Lease** and is not otherwise in default of any provision therein; and,

WHEREAS, **Rosetl** has agreed to sell and transfer all of its rights, title and interest under the **Lease** and leasehold improvements thereon to K & V Real Estate, LLC ("**K & V**"); and,

WHEREAS, **K & V** desires to enter into a new ground lease agreement with the **Lessor** and **Rostel** is agreeable to terminating the **Lease** as provided herein; and,

WHEREAS, **Rostel** agrees to pay the **Lessor** all rent and fees current and prorated up to and including the day the **Lease** is terminated hereunder; and,

WHEREAS, terminating the **Lease** will be mutually beneficial to the parties herein.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the **Lessor** and **Rostel** agree as follows:

1. The above recitals are incorporated herein and made a part hereof.

2. The **Lease** shall be deemed terminated and forever canceled effective upon the last date all of the following shall have occurred: (i) approval and execution of this Agreement by **Rostel** and the **Lessor**; (ii) the closing of the sale from **Rostel** to **K & V** conveying all of its right, title and interest under the **Lease** and the leasehold improvements thereon; (iii) the **Lessor** and **K & V** executing a new lease under mutually agreeable terms; and (iv) all rent and other fees due under the **Lease** have been paid current to the **Lessor** up to and including the date of termination hereunder. The foregoing events may take place consecutively or concurrently.

3. Upon the foregoing occurring, the **Lessor** and **Rostel** shall fully and forever release each other from said **Lease** and any and all disputes, claims, actions or causes thereunder or arising out of or related to said **Lease** but excluding violation of any applicable environmental law(s) if later found to have been committed, or contributed to, by **Rostel** during the term of the **Lease**.

Witness our hands and seals upon the date stated below in Hernando County, Florida.

Witnessed:

Michael Brennan

Rudolph E. Rostel **(Lessee)**

By: Rudolph E. Rostel 4/17/07
Rudolph E.Rostel Date

Witnessed:

Karetta McGee

Asenath Rostel **(Lessee)**

By: Asenath Rostel 4/17/07
Asenath Rostel Date

Attest:

Karen Nicolai
Clerk

Hernando County Board of County Commissioners
(Lessor)

By: _____
Jeff Stabins Date
Chairman

Approved as to Form
and Legal Sufficiency:

4/17/07
Geoffrey T. Kirk
Assistant County Attorney

-ACKNOWLEDGMENTS ON NEXT PAGE-

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me this ___ day of April, 2007, by Rudolph E. Rostel (who is personally known to me) or who has produced _____ as identification.

NOTARY PUBLIC - STATE OF FLORIDA
Shirley J. Vincent
Commission # DD639056
Expires: FEB. 11, 2011
BONDED THRU ATLANTIC BONDING CO., INC.

Shirley J. Vincent
(Signature of person taking acknowledgment)
Shirley J. Vincent
(Name typed, printed or stamped)

(Title or rank)

(Serial number, if any)

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me this ___ day of April, 2007, by Asenath Rostel (who is personally known to me) or who has produced _____ as identification.

NOTARY PUBLIC - STATE OF FLORIDA
Shirley J. Vincent
Commission # DD639056
Expires: FEB. 11, 2011
BONDED THRU ATLANTIC BONDING CO., INC.

Shirley J. Vincent
(Signature of person taking acknowledgment)
Shirley J. Vincent
(Name typed, printed or stamped)

(Title or rank)

(Serial number, if any)

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me this ___ day of _____, 2007, by Jeff Stabins, Chairman of the Hernando County Board of County Commissioners, who is personally known to me or who has produced _____ as identification.

(Signature of person taking acknowledgment)

(Name typed, printed or stamped)

(Title or rank)

(Serial number, if any)

Aviation Form GL-1 rev. 2-24-06

GROUND LEASE AGREEMENT

Airport Industrial Park

THIS IS A GROUND LEASE AGREEMENT dated as of ____ day of April, 2007 (the "Agreement") by and between HERNANDO COUNTY a public body corporate existing under the laws of the State of Florida, whose address is 20 N. Main Street, Room 460, Brooksville, FL 34601 (hereinafter referred to as the "**Lessor**" or the "County") and K & V REAL ESTATE, LLC, a Florida Limited Liability Corporation, whose address is 7304 Royal Oak Drive, Spring Hill, FL, 34607 (hereinafter referred to as the "**Lessee**"), individually and collectively referred to as the 'Party" or "Parties".

WITNESSETH

WHEREAS, the Hernando County Airport (the "Airport") is subject to the requirements of various federal laws and regulations including, without limitation, the Surplus Property Act of 1944, as amended, the Federal Property and Administrative Services Act of 1949, as amended, and the rules and orders promulgated by the Federal Aviation Administration (the "FAA"); and,

WHEREAS, FAA Compliance Order No. 5190.6A, including but not limited to Chapter 4 thereof, requires that surplus property airports (which includes the Airport herein) generate revenue, income or its functional equivalent to the airport; and,

WHEREAS, pursuant to a directive of Congress, as a surplus airport property, the Airport is subject to compliance review by the FAA and the United States Department of Transportation Inspector General Office; and,

WHEREAS, FAA Compliance regulations require that use of surplus airport property be authorized by a written instrument providing for payment of fair, reasonable and non-discriminatory fees, rentals or other user charges; and,

WHEREAS, all leases at the Airport are further governed by Chapter 3 of the Hernando County Code of Ordinances, as amended from time to time.

NOW THEREFORE, the **Lessor** and the **Lessee** hereby agree as follows:

The above recitals are incorporated herein and made a part hereof.

ARTICLE I - REPRESENTATIVES

1. Designated Representatives. For the purpose of this Agreement, each party designates the following representatives: ***Lessee's Representative*** - **Lessee's** full-time employee or agent that the **Lessee** designates to the **Lessor** in writing, which for contract purposes at this time is Victoria Foust. ***Lessor's Representative*** - the Airport Director or such person that the **Lessor** designates by written notice delivered to the **Lessee**.

ARTICLE 2 - LAND, IMPROVEMENTS AND PREMISES

2.A. **Lessor** leases the real property with a street address of 16050 Aviation Loop Drive, Brooksville, FL 34604, containing approximately 45,000 gross square feet, more or less, and legally described in **Exhibit "1"** attached hereto and made a part hereof (the "**Land**") to the **Lessee,** and the **Lessee** hereby leases the Land from the **Lessor** pursuant to the terms and conditions in this Agreement.

2.B. Improvements. **Lessee**, at **Lessee's** sole expense, is purchasing a facility containing approximately 4,500 square feet of interior floor space together with certain improvements (hereinafter collectively referred to as the "Improvements"). The Improvements were constructed in accordance with the building plans as approved by the **Lessor** and in accordance with all applicable building codes and standards and subject to all permitting requirements in effect at the time of construction.

2.C. Premises. The **Land** and the Improvements shall hereinafter collectively be referred to as "Premises".

2.D. Survey. No later than ninety (90) days from the Effective Date of this Agreement, the **Lessee**, at its option and sole expense, may obtain a Survey of the Land pursuant to the terms hereunder:

2.D.1. The survey shall be prepared by a Florida licensed land surveyor in accordance with Chapter 427, *Fla. Stat.*, and Rule Chapter 61G17, *Fla. Admin. Code*, and shall be certified to the **Lessee** and to the Hernando County Board of County Commissioners (hereinafter referred to as the "Survey"). Upon receipt of the Survey, the **Lessee** shall promptly provide the **Lessor** with a signed duplicate original of same.

2.D.2. In the event there are any discrepancies between the description of the Land herein (**Exhibit "1"**) and the Survey, or the existence of any encroachments or other matters which would make the Land untenable or unsuitable for the **Lessee's** use, then the **Lessee** shall have fifteen (15) days from the date of the Survey in which to notify the **Lessor** in writing stating all such discrepancies with the Land discovered from said Survey. Within fifteen (15) days of receiving said notification, the **Lessor** shall advise the **Lessee** in writing of whether the **Lessor** is able to resolve same using diligent effort and within a reasonable amount of time or, failing which, that this Agreement shall be deemed rescinded and canceled and the **Lessor** shall refund the **Lessee** all deposits and advance payments.

2.D.3. This provision shall be the **Lessee's** sole and only remedy to contest any and all discrepancies with the size, layout or location of the **Land,** or any encroachments or other impediments thereon, or any other matters which a survey, prepared pursuant to Chapter 427, *Fla. Stat.*, and Rule Chapter 61G17, *Fla. Admin. Code*, would otherwise disclose.

2.E. Due Diligence and Inspections. It is responsibility of the **Lessee**, at the **Lessee's** sole expense, to satisfy itself, prior to the execution of this Agreement or as provided herein, as to the condition of the real property subject to this Agreement including, without limitation, permitted land uses, zoning codes, building regulations, height limitations, set backs, applicable building codes, permits, soil conditions, and environmental conditions (the **Lessee**, at the **Lessee's** sole expense, may obtain any environmental tests that it deems necessary including Environmental Phase I or Phase II Reports as part of its due diligence). In connection with any and all inspections performed by or for the **Lessee**, the **Lessee** shall indemnify and hold harmless the **Lessor** for any damage or injury done to the Land, Airport property, or the property of others as a consequence of such inspection(s) and the **Lessee** shall promptly repair or have repaired in good workmanship manner such damage caused.

2.F. No Warranties or Representations. **Lessor** makes no warranties or representations to the **Lessee**, and the **Lessee** agrees the **Lessor** has made no warranty or representation respecting the condition of the **Land**, or applicable zoning laws and regulations, or applicability of the uses contemplated by the **Lessee**, or environmental conditions, or any matters which a survey, prepared pursuant to Chapter 427, *Fla. Stat.*, and Rule Chapter 61G17, *Fla. Admin. Code*, would disclose, or the applicability of any covenants or restrictions of public record, except as otherwise expressly provided herein.

2.G. Acceptance of Land. **Lessee** further acknowledges it has had adequate opportunity to inspect the Land hereunder (as also referenced in **Exhibit "1"**) prior to entering into this **Agreement** or has made adequate provision herein. Accordingly, the taking of possession of the Land by the **Lessee** shall be conclusive evidence against the **Lessee** that the Land was in good and satisfactory condition when possession was so taken.

ARTICLE 3 - PRIVILEGES, USES, EXCLUSIONS AND SERVICES

3.A. **Lessee** shall enjoy the following nonexclusive rights on the Airport subject to the conditions of this Agreement and as further provided below:

* **Lessee** shall use the Land for light manufacturing, warehousing, distribution and associated offices. Article 30 of this lease must be complied with for all subleases.

3.B. It is understood and agreed that any other use or occupancy that may now or in the future be proposed for said building(s) or the Land hereunder shall conform to the type of industry or business envisioned by Park restrictions and covenants, the conformance of which shall be determined and approved in advance in writing by the **Lessor** through the Airport Director or his designee.

ARTICLE 4 - TERM AND COMMENCEMENT

4.A. Effective Date. This Agreement shall become binding and effective (the "Effective Date") upon the last date all of the following shall have occurred: (I) approval and execution of this Agreement by the **Lessee** and the **Lessor**; (ii) the closing of the sale from Rudolph and Asenath Rostel, the existing tenant, conveying all of its right, title and interest in the leasehold improvements on the Land to the **Lessee** herein; and (iii) Rudolph and Asenath Rostel and the **Lessor** mutually terminating their existing lease regarding the Land. The foregoing events taking place consecutively or concurrently.

4.B. Term. The lease term for this Agreement shall commence on the 7th day of May, 2007 and shall end on the anniversary date thirty (30) years hence (the "Anniversary Date").

4.C. Renewal Options. **Lessee** shall have the option, in its sole discretion and upon giving written notice to the **Lessor** not less than three months prior to the Anniversary Date, to renew this Agreement for up to two (2) additional 10-year terms, provided the **Lessee** has complied with all of the terms and conditions of this Agreement and is not otherwise in default hereunder. At the time of renewal, all other terms and conditions of this Agreement shall remain the same subject to adjustment of Land Rent as provided for in **Sections 6.A.2 and 6.A.3** and adjustment of required insurance coverage as provided for in **Section 16.C** herein. In addition to the foregoing, if at the time of renewal, the Current Fair Market Value has not been attained (by virtue of the 5% cap limitations being applied over one or more years), then the Land Rent shall immediately be adjusted upward to equal the Current Fair Market Value (as defined in **Section 6.A.2** below). At the request of the **Lessee** the term of this lease may, subject to the regulations in effect at that time, be further extended under mutually agreeable lease provisions and conditions.

ARTICLE 5 - OBLIGATIONS OF LESSEE

Lessee further covenants and agrees:

5.A. The use and occupancy of the Premises by the **Lessee** shall be without cost or expense to the **Lessor** except as provided herein.

5.B. **Lessee** shall provide adequate utility services to the Premises as determined by the **Lessor**. It is understood and agreed that the **Lessee** shall be responsible for obtaining, at its sole expense, any and all utility services, such as electricity, water, sewer or gas needed by the **Lessee** during the period of occupancy. **Lessee** shall pay all charges for providing said utility service and the cost of necessary meters for measuring said utility services.

5.C. **Lessee** agrees, at its sole expense, to maintain the Premises and Improvements thereto, as described herein, in a presentable condition consistent with good business practice and in good repair as of the date this Agreement was executed, normal wear and tear excepted and that it will procure and keep in force during the term of this Agreement all necessary occupational licenses and permits as are required by law for the operation and maintenance of the **Lessee**'s business on the Premises. **Lessee** agrees to keep the Premises mowed and groomed and will not allow the accumulation of materials, parts or other materials on the Premises.

5.D. **Lessee** agrees to conduct its business in a proper and first-class manner at all times. **Lessee** further agrees to operate in harmony with others on the Airport and will at all times operate safely and with a concern for others and in accordance with all covenants and restrictions of public record.

5.E. **Lessee** will provide or cause to be provided all necessary dumpsters or other types of storage receptacles or devices as may be necessary. The piling of boxes, cartons, barrels or similar items in an unsightly manner on or about the Premises shall not be permitted. **Lessee**, at **Lessee's** sole expense, shall cause to be removed from Premises all waste, garbage and rubbish. Further, the **Lessee** agrees not to deposit said waste on any part of the Airport, except in connection with collection or removal. Said waste shall be placed in a location and container approved by the **Lessor**.

5.F. **Lessee** shall neither create nor permit to be caused or created upon the Premises, or elsewhere on the Airport, any obnoxious odor, smoke or noxious gases or vapors. The creation of exhaust fumes by the operation of internal-combustion engines or engines of other types, so long as such engines are maintained and are being operated in a proper manner, shall not be a violation of this Agreement.

5.G. **Lessee** shall not keep or store flammable liquids within any covered and enclosed portion of the Premises in excess of the **Lessee**'s working requirements. Any such liquids having a flash point of less than 110 degrees Fahrenheit shall be kept and stored in safety containers of a type approved by the Underwriters Laboratories.

ARTICLE 6 - RENTALS AND FEES

6.A. **Lessee** shall pay to the **Lessor** the following Land Rent:

6.A.1. Land Rent. **Lessee** shall pay monthly Land Rent (1/12th of annual Land Rent) in advance and without demand, on or before the first day of each month upon commencement of the term of this Agreement pursuant to the schedule below for the first five (5) years and then adjusted, thereafter, as provided for in **Section 6.A.2** herein. Land Rent shall be calculated as ten percent (10.0%) per annum of the then current fair market appraised value for unimproved land within the applicable area or park of the Airport (see **Section 6.A.2** below) and calculated on a per square foot rate using the gross square footage contained in the Survey (described in **Section 2.D**), or as established by the **Lessor** if no Survey is obtained by the **Lessee**. The parties agree that the gross square footage of the Land for purposes herein is 45,000 square feet.

During the first five years of this Agreement, annual Land Rent shall be at **$.175** per square foot

6.A.2. Adjustment of Land Rent. Beginning in the sixth year, and every fifth year thereafter (i.e. years 6, 11, 16, 21, 26, etc. including renewal and extension periods), the Land Rent shall be adjusted to equal ten percent (10.0%) per annum of the then current fair market appraised value (hereinafter referred to as "Current

Fair Market Value"). The Current Fair Market Value shall be based upon the most recent appraisal performed for and paid for by the **Lessor**, but in no event shall said appraisal be older than 18 months (hereinafter referred to as the "Lessor's Appraisal"). The Lessor's Appraisal shall be prepared by a Florida-registered or Florida-licensed appraiser in accordance with the Uniform Standards of Professional Appraisal Practice ("USPAP") and Chapter 475, Part II, *Fla. Stat.* and Rule Chapter 61J1, *Fla. Admin. Code* ("Florida Appraisal Law") as applicable to the Land. Not less than 90 days and not more than 180 days before imposition of the new adjusted rent, the **Lessor** shall advise the **Lessee** in writing (the "Notice") of the new adjusted rent amount. Not later than thirty (30) days from the date of the Notice, the **Lessee** may dispute the new adjusted rent amount by notifying the **Lessor** in writing of such dispute; however, no later than 60 days from the date of the Notice, the **Lessee** shall provide the **Lessor**, at the **Lessee's** sole expense, its appraisal (the "Lessee's Appraisal") performed in accordance with USPAP and Florida Appraisal Law. In the event that there is a five percent (5%) or less difference in the appraised Current Fair Market Value amount between the Lessor's Appraisal and the Lessee's Appraisal, then the Lessor, in the Lessor's sole discretion, may chose either value or may chose a middle value. In the event that there is more than a five percent (5%) difference in appraised Current Fair Market Value amount between the Lessor's Appraisal and the Lessee's Appraisal, then within 15 days of the date of the Lessee's Appraisal, the two appraisers shall communicate as necessary and agree on the name of a third appraiser who shall be a Florida-registered or Florida-licensed appraiser. The Third Appraisal shall be performed in accordance with Florida Appraisal Law and USPAP. The third appraiser may review and utilize the first two appraisals to the extent permitted under USPAP. The cost of the Third Appraisal shall be split evenly between the **Lessor** and the **Lessee** and an appraisal report shall be prepared within 30 days from the date ordered. The Current Fair Market Value amount stated in the Third Appraisal shall be binding on the parties as the new adjusted rent for that five year period. The provisions in this Section shall be the **Lessee's** sole remedy for disputing the new adjusted rent for each and every five year period.

6.A.3. Cap on Adjustment of Land Rent. Notwithstanding **Section 6.A.2**, rent shall not be adjusted more than five percent (5%) in any one year (or adjusted more than twenty five percent (25%) over any five year period). Adjustments in excess of five percent (5%) in any one year shall be carried over to the subsequent year (not to exceed said cap in such year), and each year thereafter until the Current Fair Market Value is attained or a new appraisal is a required (in connection with the subsequent five year period).

6.A.4. Late Rent; Other Fees. Land Rent shall be due monthly as set forth above and shall be due and payable on the first day of each month. A ten percent (10%) penalty will be applied to all rents received after 5:00 p.m. on the tenth (10th) day

of the month. The **Lessee** is separately responsible for all applicable taxes, sales taxes, late fees, special assessments, charges, other fees and penalties.

6.B. In addition to the Land Rent in **Section 6.A**, the **Lessee** shall pay the **Lessor** an Annual Fee of five hundred dollars ($500) relating to the cost, operation and maintenance of the common areas of the Airport. This Annual Fee shall be paid to the Lessor in equal monthly installments (1/12th of the Annual Fee) at the time the Land Rent is paid . The Lessor reserves the right to adjust this fee every five (5) years; provided, however, that any adjustment shall not exceed five (5%) percent of the preceding period.

ARTICLE 7 - LEASEHOLD MORTGAGE AND SECURITY AGREEMENT

7.A. **Lessor** hereby grants permission to the **Lessee** to execute and deliver unto _____ [name of financial institution] a Leasehold Mortgage and Security Agreement pledging this Agreement, and the buildings and attendant facilities, excluding fixed **Lessor** property, erected upon the Land, as security for said loan, as contemplated by this Section.

Lessor agrees that, in the event that the **Lessee** shall pledge this Agreement pursuant to the terms of a Leasehold Mortgage and Security Agreement, then the **Lessor**, so long as said Leasehold Mortgage and Security Agreement remains outstanding and has not been satisfied of record, will not enter into any agreement with the **Lessee** purporting to change, modify, amend or terminate this Agreement without the mortgagee's joinder and prior consent, which consent shall not be unreasonably withheld as to any non-material change, modification or amendment. The **Lessor** agrees that any attempted change, modification, amendment or mutual termination between the **Lessor** and the **Lessee** without the mortgagee's joinder and prior written consent shall be void and of no force or effect. However, in no event shall the **Lessee** enter into any Leasehold Mortgage or Security Agreement for a duration longer than the Anniversary Date of this Agreement.

In the event that the **Lessee** shall pledge this Agreement pursuant to a Leasehold Mortgage and Security Agreement as herein provided, then the **Lessor** agrees that if and when the **Lessor** notifies the **Lessee** of a default or claim of default by the **Lessee** under this Agreement, **Lessor** shall send a copy of the written notice or a written explanation of any oral notice concurrently therewith to the mortgagee, at an address certified to the **Lessor** in writing by said mortgagee upon the granting of said Leasehold Mortgage and Security Agreement. The mortgagee shall be permitted to remedy any such default or claimed default specified in the notice within an equal period of time, commencing on the date mortgagee receives or is deemed to have received such notice, as the **Lessee** would be permitted to remedy same pursuant to this Agreement. Notwithstanding the foregoing provisions of this paragraph, said mortgagee shall have a minimum of thirty (30) days after its receipt of the notice to remedy the default. The **Lessor** further agrees that in the event that **Lessee** pledges the Agreement pursuant to a Leasehold Mortgage and Security Agreement, then should said mortgagee, or a purchaser at a foreclosure sale, acquire the **Lessee's** interest under this Agreement, through foreclosure or otherwise, the **Lessor** shall recognize said mortgagee, or such purchaser, as the lessee or tenant under this Agreement and shall accept performance by said mortgagee or purchaser under this Agreement provided that said mortgagee or purchaser agrees to be bound by the terms and conditions for the rest of the unexpired term of this Agreement or that the **Lessor**, mortgagee or purchaser can reach mutual agreement on any changes to

the terms of this Agreement. The **Lessor** further agrees that in the event that the **Lessee** shall hereafter file for protection under the bankruptcy laws of the United States and shall reject or otherwise terminate this Agreement, the **Lessor** shall enter into a new ground lease on the exact same terms and conditions as this Agreement with the mortgagee, but only to the extent of the original terms of this Agreement. It is further understood and agreed that the Leasehold Mortgage and Security Agreement described herein and in favor of the named mortgagee shall be the only mortgage, pledge or encumbrance permitted on the Land absent prior written consent of the **Lessor**, which consent the **Lessor** may withhold for any reason or no reason.

7.B. The mortgagee named above shall be a bona fide federal or state chartered financial institution insured through the Federal Deposit Insurance Corporation.

7.C. The parties further understand and agree that any requests for the **Lessor** (County) to subordinate in any manner or form its position relative to, or any rights under, this Agreement shall be in the sole discretion of the County; and the County reserves the right to refuse requests for "subordination" for any reason or no reason. Notwithstanding anything in this Article, in no event shall the County, as a political subdivision of the State of Florida, give, lend, pledge or use its taxing powers or credit to any corporation, association, partnership or person in connection with or furtherance of this Agreement.

ARTICLE 8 - MAINTENANCE OBLIGATIONS OF LESSOR

8. **Lessor's** maintenance obligations shall be limited to normal and ordinary maintenance of the Airport common areas.

ARTICLE 9 - MAINTENANCE OBLIGATIONS OF LESSEE

9.A. General Obligations. **Lessee** shall be obligated to maintain the Premises and every part thereof in good appearance, repair and safe condition, consistent with good business practices, whether installed by the **Lessor** or the **Lessee**, such maintenance shall be without cost to the **Lessor**. Such maintenance shall include, but not be limited to, the scheduled maintenance of the Premises listed in **Section 9.B**. **Lessee** shall repair all damages to the Premises caused by its employees, patrons or its operations thereon. All such maintenance, repair and replacements shall be of a quality equal to the original in materials and workmanship. All paint colors shall be submitted to and approved in writing by the Airport Director prior to any exterior painting.

9.B. Required Scheduled Maintenance to Premises. In addition to the **Lessee**'s maintenance obligations included in this Agreement, the **Lessee** further agrees to maintain, at a minimum, certain components (singular use shall not limit the **Lessee**'s obligations herein where buildings or the parts thereof exist in the plural) of the Premises according to the following maintenance schedule: **(1)** Building Exterior. Buildings' exteriors inspected annually. Mildew, staining, dirt, cobwebs, etc., cleaned as needed. **(2)** Landscaping. The landscaping shall be maintained in a manor consistent with good horticultural practices, and free of unsightly conditions. **(3)** Electrical Service and HVAC. Keep area free of debris and foreign objects at all times. **(4)** Parking Lots. Clean, sweep, remove oil and debris, repair and stripe, on a routine basis.

9.C. Condition of Premises at End of Term. In addition to manufacturer's recommended scheduled maintenance and the provisions in **Section 9.B** above, the **Lessee** shall maintain the Premises whereas at the end of the term of this Agreement said condition of the Premises shall be in a good state of repair and comply with the following conditions: **(1)** The Roofs shall be free of any leaks; **(2)** The HVACs system shall cool and heat properly; **(3)** The exterior paint shall be free of unsightly conditions; and **(4)** The interior of the Premises shall be painted within one year prior to the termination of this Agreement.

9.D. Failure to Repair and Maintain Premises. If the **Lessee** fails to perform the **Lessee**'s maintenance responsibilities, the **Lessor** shall have the right, but not the obligation, to perform such maintenance responsibilities, provided the **Lessor** has first, in any situation not involving an emergency, by written notice to the **Lessee**, delivered in accordance with **Article 33**, afforded the **Lessee** a period within which to correct the failure of thirty (30) days, or of such longer duration as may be reasonably required to rectify the failure through the exercise of prompt, diligent and continuous effort said extension must be approved by the **Lessor**. All costs incurred by the **Lessor** in performing the **Lessee**'s maintenance responsibility, plus a fifteen percent (15%) administrative charge, shall be paid by the **Lessee** within thirty (30) days of receipt of billing therefore. Failure of the **Lessee** to pay within thirty (30) days after receipt of the **Lessor**'s notice of delinquency shall be deemed a condition of default. The **Lessor** retains the right, after giving reasonable advance notice to the **Lessee**, to enter upon the Land to repair any utilities thereon that serve any areas, including the **Lessee**'s Premises. **Lessor** shall endeavor to use commercially reasonable efforts to minimize interference or disruption to the **Lessee**'s operations.

ARTICLE 10 - FUTURE IMPROVEMENTS AND ALTERATIONS BY LESSEE

10.A. Written Approval. Following completion of the construction of the **Lessee**'s Improvements (per **Exhibit "2"** if applicable), the **Lessee** shall make no further improvements or alterations whatsoever to the Premises without the prior written approval of the **Lessor**, which consent shall not be unreasonably withheld, provided, however, that such improvements do not conflict with the current use and future development of the Airport and that such alterations or fixed leasehold improvements shall be commenced only after plans and specifications thereof have been submitted to and approved in writing by the **Lessor**, and the **Lessee** has obtained the required building permits. Within thirty (30) days after receipt by the **Lessor** of the **Lessee**'s plans and specifications, the **Lessor** shall inform the **Lessee** that the plans are either approved, approved subject to certain stated conditions and changes; or not approved. The **Lessor**'s failure to either approve or disapprove the **Lessee**'s plans and specifications within thirty (30) business days after the **Lessee** delivers written notice to the **Lessor** that the **Lessor** has not acted within the thirty (30) day period described above will constitute the **Lessor** approval of the **Lessee**'s plans and specifications.

10.B. Conditions. If the **Lessee**'s request for approval to make improvements or alterations is permitted pursuant to **Section 10.A** (whether by express grant of the **Lessor** or by estoppel), the following conditions shall apply: **(1) Lessee** shall obtain all required permits and licenses necessary under, and shall comply with applicable zoning laws, building codes and other laws or regulations of all appropriate governing entities, including the Federal, State and County, applicable to the construction or installation of approved improvements or alterations.; **(2) Lessee** agrees that all construction shall conform to the general architectural and construction requirements of the Florida Building Code, as may be amended, from time to time, as well as the development standards and ordinances of Hernando County; **(3) Lessee**

agrees to hire only licensed contractors and subcontractors and to indemnify the **Lessor** in the event of any loss or damage resulting from work performed on the Premises by its contractors and subcontractors; **(4) Lessee** shall comply with all then current building, permitting and licensing requirements; **(5) Lessee** covenants and agrees to accept and pay all costs necessary to complete the approved alterations or improvements; and **(6) Lessee** agrees to be solely responsible for any damage (other than normal wear and tear) resulting from the removal by the **Lessee** of its personal property or signs.

ARTICLE 11 - SURRENDER OF PREMISES

11. Upon the expiration date or earlier termination of this Agreement, the **Lessee** shall quit and surrender the Land together with all Improvements, Alterations and equipment at any time made or installed in, upon or to the Land, and together with all keys and combinations to all locks, and excepting all personal property and trade fixtures installed at the **Lessee**'s expense. The **Lessee** agrees to repair any damage caused by the removal of the **Lessee**'s personal property or trade fixtures. If the **Lessee** fails to remove any personal property or trade fixtures, said property shall, at **Lessor**'s sole discretion, be deemed abandoned and become the property of the **Lessor**, or the **Lessor** shall have the right to remove and store such property at the expense of the **Lessee** without further notice to the **Lessee**, and hold the **Lessee** responsible for any and all charges and expenses incurred by the **Lessee** therefor. All expenses incurred by the **Lessor** in the removal and storage of the **Lessee**'s personal property or trade fixtures shall be reimbursed by the **Lessee** on demand as Additional Rent. The provisions of this Section shall survive the expiration date or earlier termination of this Agreement.

ARTICLE 12 - EVENTS OF DEFAULT AND REMEDIES

12.A. Events of Default. The occurrence of any one or more of the following events shall constitute a default on the part of the **Lessee**: **(1)** the **Lessee** fails to pay when due any rental (including Land Rent and Additional Rent) or any other sum of money payable hereunder within ten days after such rental or payment is due; **(2)** the conduct of any business or performance of any acts at the Airport not specifically authorized in this Agreement or by other agreements between the **Lessor** and the **Lessee**, and the **Lessee's** failure to discontinue that business or those acts within thirty (30) days of receipt by the **Lessee** of the **Lessor**'s written notice to cease said business or acts; **(3)** the **Lessee** breaches or fails to comply with any other term, provision, covenant or condition of this Agreement and such breach or failure shall continue for a period of thirty (30) days or more after written notice thereof from the **Lessor**; **(4)** the **Lessee** transfers, assigns, or sublets this Agreement, in whole or part, other than as provided for in **Article 30** herein; **(5)** the **Lessee** mortgages, pledges or encumbers the Premises, in whole or part, or this Agreement, other than as expressly provided for in this Agreement or upon prior written consent of the **Lessor**; **(6)** the **Lessee** abandons, deserts or vacates the Premises; **(7)** the divestiture of the **Lessee's** estate herein by operation of law, by dissolution or by liquidation (not including a merger or sale of assets); or **(8)** a receiver, custodian or trustee is appointed to take possession of all or substantially all of the assets of the **Lessee**, or an assignment is made by **Lessee** for the benefit of its creditors, or any action is taken or suffered by the **Lessee** under any insolvency, bankruptcy or reorganization act. Any or all of the foregoing shall hereinafter be referred to as "Events of Default".

12.B. Lessor's Remedies. Upon the occurrence of any of the above Events of Default, the **Lessor** shall have the option to perform any one or more of the following, in addition to, and not in

limitation of, any other remedy or right permitted by law or in equity: **(1)** the **Lessor** may at once or any time thereafter, without notice to the **Lessee** or any other person, re-enter and repossess the Premises and remove all persons and effects therefrom, using such forces as may be needed without being deemed guilty in any manner of trespass or forcible entry or detainer; **(2)** the **Lessor** may at once or any time thereafter, without notice to the **Lessee** or any other person, re-enter the Premises and cure, correct or repair any condition which shall constitute a failure on the **Lessee**'s behalf to keep, observe, perform, satisfy or abide by any term, condition, covenant, agreement or obligation of this Agreement or any alteration, amendment, change or addition thereto, and the **Lessee** shall fully reimburse and compensate the **Lessor** upon demand for any costs and expenses incurred in connection with such cure, correction or repair, which sums shall be deemed to be Additional Rent hereunder; **(3)** the **Lessor** may at once or any time thereafter either declare this Agreement to be terminated without prejudice to any and all rights which the **Lessor** may have against the **Lessee** for rents, damages or breach of this Agreement, or attempt to relet the Premises on such terms as the **Lessor** shall determine. In the event the **Lessor** relets the Premises, such reletting shall not be considered as a surrender or acceptance back of the Premises or a termination of this Agreement, and the **Lessee** shall pay the **Lessor** any deficiency between the amount received, if any, from such reletting after such amount is applied first to **Lessor**'s expenses in connection with re-entry, taking possession and reletting, including brokerage fees and commissions, alterations and redecorating as the **Lessor** may deem appropriate to prepare the Premises for reletting, and the amount of Land Rent, Additional Rent and other fees payable by the **Lessee** hereunder. The **Lessee** hereby waives the service of any notice of intention to terminate this Agreement or to re-enter the Premises, and waives the service of any demand for payment of rent or repossession. The **Lessee** further waives any and all rights of redemption granted by or under any present or future laws in the event of the tenant being evicted or dispossessed for any cause, or in the event of the **Lessor** obtaining possession of the Premises by reason of the violation by the **Lessee** of any of the covenants and conditions of this Agreement or otherwise.

12.C. Continuing Responsibilities of Lessee. Notwithstanding the occurrence of any Events of Default, the **Lessee** shall remain liable to the **Lessor** for all payments payable hereunder and for all preceding breaches of any covenant of this Agreement. Furthermore, unless the **Lessor** elects to cancel this Agreement pursuant to **Section 12.B**, the **Lessee** shall remain liable for and promptly pay any and all payments accruing hereunder until such time as this Agreement has been duly canceled. No retaking of possession of the Premises by the **Lessor** (under **Section 12.B** above) shall be construed as an election on its part to terminate this Agreement, unless a written notice of such intention be given to the **Lessee**, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any payments or other moneys due to the **Lessor** hereunder, or of any damages accruing to the **Lessor** by reason of the violations of any of the terms, provisions, and covenants herein contained. **Lessor**'s acceptance of payments or other moneys following any event of default hereunder shall not be construed as the **Lessor**'s waiver of such event of default unless the event of default is the delinquency in the payment of the amount accepted. No forbearance by the **Lessor** of action upon any violation or breach of any of the terms, provisions and covenants herein contained shall be deemed or construed to constitute a waiver of the terms, provisions and covenants herein contained. Forbearance by the **Lessor** to enforce one or more of the remedies herein provided upon an Event of Default shall not be deemed or construed to constitute a waiver of any such remedy. It is agreed by the Parties that losses or damages that the **Lessor** may suffer by reason of termination of this Agreement, or the deficiency from any reletting as provided for above, shall include the expense of repossession or reletting, any unpaid amounts for

construction of improvements, and any repairs or remodeling undertaken by the **Lessor** following repossession.

12.D. Lessee's Remedies. **Lessee** may, in its option, terminate this Agreement and all of its obligations hereunder, if the **Lessee** is not in default in the payment of any payments or other charges to the **Lessor** or in breach of any of the provisions of this Agreement, and only upon or after the happening of any of the following events: **(1)** the inability of the **Lessee** to use Airport for a period of longer than ninety (90) consecutive days due to war, terrorism, disaster or Act of God; **(2)** the issuance of any order, rule or regulation by a competent governmental authority or court having jurisdiction over this Agreement, preventing the **Lessee** from operating its business for a period of ninety (90) consecutive days, provided, however that such inability or such order, rule or regulation is not due to any fault of the **Lessee**.

12.E. Time of the Essence. Time is of the essence of this Agreement.

ARTICLE 13 - NO LIENS

13. **Lessee** shall pay for all labor done or materials furnished in the repair, replacement, development or improvement of the Premises by the **Lessee**, and shall keep said Premises and the **Lessee**'s possessory interest therein free and clear of any lien or encumbrance of any kind whatsoever created by the **Lessee**'s act or omission (excluding any Leasehold Mortgage and Security pursuant to **Article 7** herein). **Lessee**'s Personal Property is not subject to this provision.

ARTICLE 14 - TAXES AND FEES

14. **Lessee** shall timely pay applicable sales, use, intangible and ad valorem taxes of any kind, against the Premises, the real property and any improvements thereto or leasehold estate created herein, or which result from the **Lessee**'s occupancy or use of the Premises, whether levied against the **Lessee** or the **Lessor**. In this regard, **Lessor** will attempt to cause the appropriate taxing authorities to send the applicable tax bills directly to the **Lessee** and the **Lessee** shall remit payment directly to such authorities, and to the extent that such notices are sent to the **Lessor**, the **Lessor** agrees to immediately forward same to the **Lessee**. Additionally, **Lessee** shall timely pay any and all other taxes, assessments and fees (including, without limitation, Hernando County Fire Rescue assessment fees) against the Premises or leasehold estate created herein or any part thereof. **Lessee** may reserve the right to contest such other taxes or assessments and withhold payment of such taxes upon written notice to the **Lessor** of its intent to do so, so long as the nonpayment of such taxes does not result in a lien against the real property or any improvements thereon or a direct liability on the part of the **Lessor**. The lessee's failure to timely pay its taxes, assessments, and fees hereunder shall be deemed a material breach of this Agreement.

ARTICLE 15 - INDEMNIFICATION

15.A. **Lessee** agrees to protect, defend, reimburse, indemnify and hold the **Lessor**, its agents, employees and officers and each of them forever, free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages (including reasonable attorney fees) and causes of action of every kind and character (this is to the extent allowed by law, and except to the extent

caused by the **Lessor**'s gross negligence or intentional misconduct) by reason of any damage to property, or the environment (including, without limitation, any contamination of Airport property, such as the soil or storm water, or by fuel, gas, chemicals or any Hazardous Substances as defined in **Section 18.A**, or as may be redefined by the appropriate regulatory agencies in the future), or bodily injury (including death) incurred or sustained by any party hereto, any agent or employee of any party hereto, or any other person whomsoever, or any governmental agency, arising out of or incident to or in connection with the **Lessee**'s performance under this Agreement, the **Lessee**'s use or occupancy of the Premises, the **Lessee**'s acts, omissions or operations hereunder or the performance, non-performance or purported performance of this Agreement or any breach of the terms of this Agreement. **Lessee** recognizes the broad nature of this indemnification and hold harmless clause, and voluntarily makes this covenant and expressly acknowledges the receipt of Ten Dollars ($10.00) and such other good and valuable consideration provided by the **Lessor** in support of this indemnification in accordance with laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with the insurance requirements herein shall not relieve the **Lessee** of its liability or obligation to indemnify the **Lessor** as set forth in this Article.

15.B. Notwithstanding anything to the contrary in the foregoing or within this Agreement, the **Lessor** shall not relinquish or waive any of its rights as a sovereign local government and the **Lessor** reserves all rights and defenses under applicable sovereign immunity law.

ARTICLE 16 - INSURANCE

16.A. General Insurance Terms and Conditions. In the event the **Lessee** becomes in default of the following requirements, the **Lessor** reserves the right to take whatever actions deemed necessary to protect its interests. All insurance herein shall have a Best's Rating of "A" or better.

16.B. Minimum Coverage Requirements. **Lessee** shall maintain the following minimum limits and coverages uninterrupted or amended through the life of this agreement as set forth below:

16.B.1. Workers' Compensation/Employer's Liability. The minimum limits of insurance (inclusive of any amount provided by an umbrella or excess policy) shall be no less than the "Statutory" requirement for Part One.

16.B.2. Liability Insurance. Coverage shall be provided for liability resulting out of, or in connection with, ongoing operations performed by, or on behalf of, the **Lessee** under this Agreement or the use or occupancy of the Premises by, or on behalf of, the **Lessee** in connection with this Agreement. The minimum limits of liability insurance covering the **Lessee** under this Agreement shall be no less than $1,000,000 and the Hernando County Board of County Commissioners shall be listed as an additional insured on an endorsement to all policies under this provision.

16.B.3. Property Insurance. This insurance shall cover any existing or hereafter constructed (including while under construction) buildings, structures, or any other improvements to the Land leased, rented or otherwise demised by the **Lessor** to

the **Lessee** under this Agreement. Property insurance shall at all times be maintained in such amount to adequately cover the replacement cost of all buildings, structures and improvements located on the Land. The Hernando County Board of County Commissioners shall be listed as an additional insured on all policies hereunder.

16.B.4. Business Interruption Insurance. **Lessee**, at its option and sole expense, may obtain business interruption or rental insurance to cover its loss for any period that the Premises may be wholly or partially untenable or otherwise unusable hereunder; however, in no event shall the **Lessor** be responsible to pay, credit, or set off such sums or any Land Rent hereunder in the event the Premises become untenable or otherwise unusable for any reason whatsoever.

16.C. Evidence of Insurance. The **Lessee** shall deliver to the **Lessor** all certificates or binders, together with the required endorsements, evidencing the existence of the insurance upon execution of this Agreement and shall be obligated to provide evidence of continuing coverage throughout the term of this Agreement. The insurance binder shall provide that the insurance carrier shall notify the Lessor twenty (20) days prior to the date of expiration of coverage thereunder. The **Lessee** shall notify the Lessor in writing a minimum of twenty (20) days in advance in the event of future insurability cancellation.

16.D. Periodic Review of Coverage Limits. Beginning in year six (6), and every five years thereafter, the **Lessor**, in its sole discretion, may review and adjust the required coverage limits set forth in **Section 16.B**; however, in no event may the **Lessor** increase required coverage in excess of one hundred and twenty five percent (125%) of the preceding five-year period.

ARTICLE 17 - DAMAGE OR DESTRUCTION OF PREMISES

17.A. Partial Damage. In the event all or a portion of the Premises are partially damaged by fire, explosion, the elements, a public enemy, terrorism, aircraft accident, or other casualty, but not rendered untenable, the **Lessee** will make the repairs immediately, at its own cost and expense.

17.B. Extensive Damage. In the event damages as referenced in **Section 17.A** shall be so extensive as to render all or a significant portion of the Premises untenable, but capable of being repaired within one hundred twenty (120) days, the **Lessee** will make the repairs with due diligence, at its sole expense.

17.C. Complete Destruction. In the event the Premises are completely destroyed by fire, explosion, the elements, a public enemy, terrorism, aircraft accident, or other casualty or are so damaged that they are untenable and cannot be replaced within one hundred twenty (120) days, the **Lessee** shall fully restore the Premises within twelve (12) months or, pay to the **Lessor**, the **Lessee**'s insurance payment equal to the replacement value of the Premises prior to the destruction.

ARTICLE 18 - ENVIRONMENTAL REGULATIONS AND GENERAL CONDITIONS

18.A. Hazardous Substances. The term "Hazardous Substance" means any substance:

18.A.1. The presence of which requires or may later require notification, investigation or remediation under any environmental law; or,

18.A.2. That is or becomes defined as a "hazardous waste", "hazardous material", "hazardous substance", "pollutant" or "contaminant" under any environmental law, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601 *et seq.*), the Resource Conservation and Recovery Act (42 U.S.C. § 6901 *et seq.*) and the Code of Federal Regulations thereunder, as said regulations may be amended or renumbered; and including Chapters 376 and 403, *Fla. Stat.*, and the Florida Administrative Rules thereunder, as said regulations may be amended or renumbered; or,

18.A.3. That is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department, commission, board, agency or instrumentality of the United States and/or the State of Florida; or,

18.A.4. The presence of which on the Premises causes or threatens to cause a nuisance on the Premises or to adjacent properties or poses or threatens to pose a hazard to the Premises or to the health or safety of persons on or about the Premises; or,

18.A.5. That contains gasoline, diesel fuel or other petroleum hydrocarbons or volatile organic compounds; or,

18.A.6. That contains polychlorinated biphenyls (PCBs), asbestos or urea formaldehyde foam insulation; or,

18.A.7. That contains or emits radioactive particles, waves or materials, including, without limitation, radon gas.

18.B. General Conditions: Environmental. Notwithstanding any other provisions of this Agreement, and in addition to any and all other requirements of this Agreement or any other covenants, representations or warranties of the **Lessee**, the **Lessee** hereby expressly covenants, warrants and represents to the **Lessor**, in connection with the **Lessee**'s operations on the Premises, the following:

18.B.1. **Lessee** is knowledgeable of all applicable federal, State and local environmental laws, ordinances, rules, regulations and orders, that apply to the **Lessee**'s operations at the Airport and acknowledges that such environmental laws, ordinances, rules, regulations and orders change from time-to-time, and the **Lessee** agrees to keep informed of any such future changes.

18.B.2. **Lessee** agrees to comply with all applicable federal, State and local environmental laws, ordinances, rules, regulations and orders that apply to the **Lessee**'s operations. **Lessee** agrees to hold harmless and indemnify the **Lessor**

for any violation by the **Lessee** of such applicable federal, State and local environmental laws, ordinances, rules, regulations and orders and for any non-compliance by the **Lessee** with any permits issued to the **Lessee** pursuant to such environmental laws, which hold harmless and indemnify shall include but not be limited to, enforcement actions to assess, abate, remediate, undertake corrective measures and monitor environmental conditions and for any monetary penalties, costs, expenses or damages, including natural resource damages, imposed against the **Lessee**, its employees, invitees, suppliers or service providers or the **Lessor** by reason of the **Lessee**'s violation or non-compliance.

18.B.3. **Lessee** agrees to cooperate with any investigation, audit or inquiry by the **Lessor** or any governmental agency, regarding possible violation of any environmental law or regulation upon the Airport premises.

18.B.4. **Lessee** agrees that all remedies of the **Lessor** as provided herein with regard to violation of any federal, State or local environmental laws, ordinances, rules, regulations or orders shall be deemed cumulative in nature and shall survive termination of this Agreement.

18.B.5. **Lessee** agrees that any notice of violation, notice of non-compliance, or other enforcement action of the nature described in **Section 18.B.2** shall be provided to the **Lessor** within twenty-four (24) hours of receipt by the **Lessee** or the **Lessee**'s agent. Any violation or notice of violation or non-compliance with federal, State or local environmental law or ordinance that the **Lessee** fails to rectify within the earlier of thirty (30) days or such applicable provision herein shall be deemed a default under this Agreement. Any such default which is not cured shall be grounds for termination of this Agreement.

18.B.6. In entering this Agreement, the **Lessor** expressly relies on the covenants, representations and warranties of the **Lessee** as stated herein.

18.C. General Conditions: Stormwater.

18.C.1. Notwithstanding any other provisions or terms of this Agreement, the **Lessee** acknowledges that certain properties within the Airport, or on the **Lessor** owned land, are subject to stormwater rules and regulations. **Lessee** agrees to observe and abide by such stormwater rules and regulations as may be applicable to the Premises.

18.C.2. **Lessee** acknowledges that any stormwater discharge permit issued to the **Lessor** may name the **Lessee** as a co-permittee or the **Lessee** may be required to submit a separate Notice of Intent for the Premises before the expiration date of the existing EPA NDPES Stormwater Multi-Sector General Permit (MSGP). The **Lessor** and the **Lessee** both acknowledge that close cooperation is necessary to ensure compliance with any stormwater discharge permit terms and

conditions, as well as to ensure safety and to minimize cost of compliance. The **Lessee** acknowledges further that it may be necessary to undertake actions to minimize the exposure of stormwater to "significant materials" (as such term may be defined by applicable stormwater rules and regulations) generated, stored, handled or otherwise used by the **Lessee** by implementing and maintaining "best management practice" (as such term may be defined in applicable stormwater rules and regulations).

18.C.3. **Lessor** will provide the **Lessee** with written notice of any stormwater discharge permit requirements applicable to the **Lessee** and with which the **Lessee** will be obligated to comply including the submittal of Notice of Intent to the appropriate agency along with a copy to the **Lessor**. **Lessee** may also be required to comply with the following requirements including but not limited to: certification of non-stormwater discharges; collection of stormwater samples; preparation of stormwater pollution prevention or similar plans; implementation of best management practices; and maintenance and submittal of necessary records. In complying with such requirements, the **Lessee** shall observe applicable deadlines set by the regulatory agency that has jurisdiction over the permit. **Lessee** agrees to undertake, as its sole expense, those stormwater permit requirements for which it has received written notice from the regulatory agency and that apply to the Premises, and the **Lessee** agrees that it will hold harmless and indemnify the **Lessor** for any violations or non-compliance with any such permit requirements.

18.D. General Conditions: Solid and Hazardous Waste.

18.D.1. If the **Lessee** is deemed to be a generator of hazardous waste, as defined by federal, State or local law, the **Lessee** shall obtain a generator identification number from the U.S. Environmental Protection Agency ("EPA") and the appropriate generator permit and shall comply with all federal, State and local laws, and any rules and regulations promulgated thereunder, including but not limited to, ensuring that the transportation, storage, handling and disposal of such hazardous wastes are conducted in full compliance with applicable law.

18.D.2. **Lessee** agrees to provide the **Lessor**, within ten (10) days after the **Lessor**'s request, copies of all hazardous waste permit application documentation, permits, monitoring reports, transportation responses, storage and disposal plans and material safety data sheets prepared or issued in connection with the **Lessee**'s use of the Premises.

18.E. Installation of Underground Tanks. **Lessee** shall not be permitted to install underground storage tanks of any kind.

18.F. Environmental Inspection at End of Agreement Term.

18.F.1. At least thirty (30) days, but no more than ninety (90) days, before the expiration of the Term of this Agreement, including renewals or extensions thereto (as provided in **Article 4** herein), the **Lessee**, shall conduct an environmental inspection, examination and audit to be performed within the aforementioned time period. The cost for professional consulting and engineering services required for such audit shall be at the sole cost of the **Lessee**. **Lessee** agrees to pay all associated laboratory and testing fees incurred to test and analyze samples collected during the audit process. If the existence of Hazardous Substances or hazardous waste are detected, the **Lessee** shall immediately take such action as is necessary to clean up the contamination at its own expense, and in accordance with applicable federal, State and local law and the foregoing provisions of this **Article 18**.

18.F.2. If the **Lessor** is unable to lease the Premises during the period of a cleanup, referred to in this Article, due to the environmental condition of the Premises, in addition to any other damages for which the **Lessee** may be liable, the **Lessee** shall be responsible for payment of lost Land Rent or lost use to the **Lessor**.

18.F.3. The firm conducting cleanup work must be approved by the **Lessor**, and the methodology used by such firm shall be consistent with then current engineering practices and methods required by the State of Florida or the United States government and be reasonably acceptable to the **Lessor**.

18.G. Lessor Contamination. Nothing in this **Article 18** shall be construed to make the **Lessee** liable to the **Lessor** in any way for any contamination or release of Hazardous Substances that occurs as a result of the actions of the **Lessor** or any of its employees, agents or contractors.

18.H. Site Contamination. Nothing in this **Article 18** shall be construed to make the **Lessee** liable to the **Lessor** in any way for any contamination or release of Hazardous Substances affecting the Premises that occurs by reason of the migration or flow to the Premises from verifiable or documented offsite contamination that is not attributable in any way whatsoever to the **Lessee**'s activities at or upon the Premises or under this Agreement.

ARTICLE 19 - COMPLIANCE WITH LAWS, REGULATIONS, ORDINANCES, RULES

19.A. **Lessee** and its subcontractors shall at all times comply with all applicable federal, State and local laws and regulations, Airport rules, regulations and operating directives as are now or may hereinafter be prescribed by the **Lessor**, all applicable health rules and regulations and other mandates whether existing or as promulgated from time to time by the federal, State or local government, or the **Lessor** including, but not limited to, permitted and restricted activities, security matters, parking, ingress and egress, environmental and storm water regulations and any other operational matters related to the operation of the Airport. If the **Lessee**, its officers, employees, agents, subcontractors or those under its control shall fail or refuse to comply with said measures and such non-compliance results in a monetary penalty being assessed against the **Lessor**, then, in addition to any other remedies available to the **Lessor**, the **Lessee** shall be responsible and shall reimburse the **Lessor** in the full amount of any such

monetary penalty or other damages. This amount must be paid by the **Lessee** within ten (10) days of written notice.

19.B. Further, where the **Lessee** is a corporation, limited liability company, limited partnership, professional association or any other business entity, whether domestic or foreign, which is required to be registered with the Florida Secretary of State, then the **Lessee** shall be so registered and in good standing at the time of execution of this Agreement and the **Lessee** shall remain current and in good standing with the Florida Secretary of State at all times during this Agreement (including renewals or extensions thereto).

ARTICLE 20 - GOVERNMENTAL INCLUSIONS

20. This Agreement is subordinate to the provisions of the deed and other instruments from the United States of America conveying title to the Airport or otherwise imposing restrictions of record concerning use and operation of the Airport. This Agreement is further governed by all rules, regulations and orders of the Federal Aviation Administration (FAA) including, but not limited to, Compliance Order 5190.6A, as amended from time to time, relative to the operation of surplus airport property which includes the Airport herein.

ARTICLE 21 - NON-EXCLUSIVE

21. Notwithstanding any other provision of this Agreement, it is understood and agreed that the rights granted under this Agreement 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) on other portions of Airport property. Nor shall this Agreement be construed to grant or authorize the granting of an exclusive right within the meaning of 49 U.S.C. § 40103(e) or 49 U.S.C. § 47107(a), as said regulations may be amended or renumbered.

ARTICLE 22 - RIGHT TO DEVELOP AIRPORT

22. It is covenanted and agreed that the **Lessor**, in its sole discretion, reserves the right to further develop or improve the Airport and all landing areas and taxiways.

ARTICLE 23 - RIGHT OF FLIGHT

23.A. **Lessor** reserves, for the use and benefit of the public, a right of flight for the passage of airspace above the surface of the real property owned by the **Lessor**, including the Premises, 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 on Airport.

23.B. **Lessee** expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the Premises to such a height so as to fully comply with all requirements imposed pursuant to 14 C.F.R. Part 77 (Objects Affecting Navigable Airspace), as said regulations may be amended or renumbered. **Lessee** further expressly agrees for

itself, its successors and assigns, to prevent any use of the Premises which adversely affect the operation or maintenance of Airport, or otherwise constitute an Airport hazard.

ARTICLE 24 - RIGHT OF ENTRY

24. **Lessor** shall have the right to enter the Premises for the purpose of periodic inspection of the Premises from the standpoint of safety and health, and monitoring the **Lessee**'s compliance with the terms of this Agreement.

ARTICLE 25 - PROPERTY RIGHTS RESERVED

25. This Agreement shall be subject and subordinate to all the terms and conditions documents under which the **Lessor** acquired the land or improvements thereon, of which said Premises are a part. **Lessee** understands and agrees that this Agreement shall be subordinate to the provisions of any existing or future agreement(s) between the **Lessor** and the United States of America, or any of its agencies, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport, and to any terms or conditions imposed upon the Airport by any other governmental entity.

ARTICLE 26 - SUBORDINATION OF TRUST AGREEMENT

26. This Agreement and all rights of the **Lessee** hereunder are expressly subordinated and subject to the lien and provisions of any pledge, transfer, hypothecation or assignment made (at any time) by the **Lessor** to secure financing. Conflicts between this Agreement and the documents mentioned above shall be resolved in favor of such documents.

ARTICLE 27 - NONDISCRIMINATION / AFFIRMATIVE ACTION

27. **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 so as to fully comply with all 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.

ARTICLE 28 - SIGNS

28. **Lessee** may, at the **Lessee**'s sole expense, erect such exterior signs concerning the **Lessee**'s business, as may conform and comply with all requirements of appropriate governmental authorities including, but not limited to, existing sign ordinances and regulations of Hernando County. The **Lessee** agrees to obtain all necessary permits or licenses with respect to said signs, to maintain said signs in a good state of repair, to save the **Lessor** harmless from any loss, cost or damage as a result of the erection, maintenance, existence or removal of said signs and to repair any damage which may have

been caused by the erection, existence, maintenance or removal of said signs, and providing further that the plan and location for said signs be submitted to and approved by the **Lessor** in writing prior to the erection or alteration thereof. At the end of the term of this Agreement, the **Lessee** agrees to remove, at the **Lessee**'s sole expense, any exterior signs erected during the term of this Agreement and to repair, at the **Lessee**'s sole expense, any damage caused thereby.

ARTICLE 29 - ENJOYMENT

29. **Lessor** represents and warrants that the **Lessee** shall peaceably have, hold and enjoy the Premises during the Term of this Agreement (including renewals and extensions thereto) without hindrance or molestation from the **Lessor** subject, however, to all the terms and provisions hereof and covenants, easements and other encumbrances affecting the Premises.

ARTICLE 30 - ASSIGNMENT AND SUBLETTING

30. **Lessee** may not voluntarily assign this Agreement or sublease the Premises, in whole or in part, without the prior written consent of the **Lessor**, which consent will not be unreasonably withheld, conditioned or delayed; however, in the event of any voluntary assignment (excluding bankruptcy, forfeiture, and foreclosure) or sub-lessee, the **Lessee** agrees that it shall remain jointly and severally liable, together with any assignee or sub-lessee , for the performance of all terms and conditions in this **Agreement** unless otherwise released by the **Lessor** in writing. In determining whether to grant or deny its consent to any assignment or sublease, the Lessor may review and consider the financial capacity and business experience of the proposed assignee or sub-lessee.

ARTICLE 31 - WAIVER OF CLAIM

31. **Lessee** hereby waives any claim against the **Lessor**, and its officers, board members, agents or employees for loss of anticipated profits caused by any suit or proceedings directly or indirectly attacking the validity of this Agreement or any part hereof, or by any judgment or award in any suit or proceeding declaring this Agreement null, void, or voidable, or delaying the same, or any part hereof, from being carried out.

ARTICLE 32 - APPLICABLE LAW; VENUE; ATTORNEY'S FEES

32. This Agreement shall be governed by the laws of Florida and shall be deemed to have been prepared jointly by the **Lessee** and the **Lessor**, and any uncertainty or ambiguity existing herein, if any, shall not be interpreted against either party, but shall be interpreted according to the application of the rules of interpretation for arm's-length agreements. Each party hereto shall bear their own attorneys' fees and costs in the event of any dispute, claim, action or appeal arising out of or related to this Agreement.

ARTICLE 33 - NOTICES AND COMMUNICATIONS

33. All notices or communications whether to the **Lessor** or to the **Lessee** will be considered valid upon receipt by the party addressed to, and shall be addressed as follows:

TO LESSOR: c/o Airport Director, 16110 Aviation Loop Drive, Brooksville, FL 34604; ***and copy to***: County Attorney's Office, 20 Main Street, Suite 462, Brooksville, FL 34601

TO LESSEE: Victoria Foust, 7304 Roayal Oak Drive, Spring Hill, FL, 34607; ***and copy to:***

_____.

or to such other address as either Party may designate in writing by notice to the other party in accordance with the provisions of this Article. If the Notice is sent through the U.S. Mail or private delivery company (*e.g.* FedEx, UPS), a verifiable tracking documentation such as certified receipt or overnight mail tracking receipt shall be used.

ARTICLE 34 - AGENT FOR SERVICE OF PROCESS

34. **Lessee** agrees that service of process may be made against its Florida registered agent, any of its officers or directors, its on-site manager, or its designated representation in **Article 1** hereunder. It is further expressly understood that **Lessee** hereby agrees to the process so served, submits to the jurisdiction of Hernando County courts and waives any and all obligation and protest thereto, any laws to the contrary notwithstanding.

ARTICLE 35 - COMPLETE AGREEMENT; AMENDMENTS; SUPERSEDES

35. This Agreement represents the complete understanding between the Parties, and any prior agreements or representations, whether written or verbal, are hereby superseded. This Agreement may subsequently be amended only by written instrument signed by the Parties hereto. Any and all amendments or modifications to this Agreement shall be in conformity with the provisions herein and shall comport with all laws, regulations, rules and orders regarding the leasing of surplus airport property and including, without limitation, the provisions referenced in **Article 20** herein.

ARTICLE 36 - SEVERABILITY

36. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be declared invalid or deemed unenforceable by a court of competent jurisdiction or superseding law, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law notwithstanding the invalidity of any other term or provision hereof.

ARTICLE 37 - BINDING EFFECT

37. This Agreement and the covenants and conditions contained herein shall be binding upon and inure to the benefit of the **Lessor** and its successors and assigns, and shall be binding upon the **Lessee** and its successors and assigns.

ARTICLE 38 - RECORDING OF LEASE AGREEMENT

38. **Lessor** shall record this Agreement in the public records of Hernando County. The **Lessee** shall pay all recording costs.

ARTICLE 39 - BROKERS

39. **Lessor** shall not be liable for any brokerage fees or commissions except pursuant to a brokerage fee agreement duly signed by the **Lessor**, or the Airport Director as designee, prior to the Effective Date of this Agreement and which agreement shall name or refer to the **Lessee** herein, shall state the brokerage fee or commission and time of payment of such fee or commission, and shall name the broker(s) entitled to such fee or commission (the "Brokerage Agreement"). The Brokerage Agreement shall be attached as an Exhibit hereto. Other than the broker(s) named in the Brokerage Agreement, the parties represent that there are no other brokers involved regarding the negotiation or consummation of this Agreement or of the leased fee herein.

ARTICLE 40 - MISCELLANEOUS

40.A. Wherever used, the singular shall include the plural, the plural the singular, and the use of any gender shall include all genders.

40.B. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

****

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

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 and attested by their duly authorized officers or representatives.

ATTEST:

K & V REAL ESTATE, LLC (LESSEE)

By: Victoria C. Foust MGRM April 16, 0

VICTORIA C.FOUST, Date
MANAGING PARTNER

ATTEST:

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA (LESSOR)

By:_____

KAREN NICOLAI
CLERK OF CIRCUIT COURT

JEFF STABINS Date
CHAIRMAN

WITNESS:

CONCURRENCE
HERNANDO COUNTY AVIATION AUTHORITY

By: _____ 4/17/07

STEVEN HELM Date
CHAIRMAN

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

4/17/07

Geoffrey T. Kirk
Assistant County Attorney

K&V Real Estate Lot 13 AIP.wpd
Print: April 16, 2007 (1:07pm)

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me this 16th day of April, 2007, by Victoria C. Foust, as Managing Partner of K & V Real Estate, LLC, who is personally known to me or who has produced ADL F230 863 39746 0 as identification.

Janice Crain
(Signature of person taking acknowledgment)

Notary Public State of Florida
Janice Crain
My Commission DD459804
Expires 08/12/2009

(Name typed, printed or stamped)

(Title or rank) (Serial number, if any)

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me this ____ day of April, 2007, by Jeff Stabins, Chairman of the Hernando County Board of County Commissioners, who is personally known to me or who has produced _____ as identification.

(Signature of person taking acknowledgment)

(Name typed, printed or stamped)

(Title or rank) (Serial number, if any)

EXHIBIT "1"

LEGAL DESCRIPTION OF THE LAND

Lot 13, Hernando County Airport Industrial Park, Unit 1, as recorded in Plat Book 17, Pages 80 - 83, of the Public Records of Hernando County, Florida.

April 16, 2007

MEMORANDUM

TO: ***The Honorable Chairman and Members of the Board of County Commissioners***

VIA: ***Gary Kuhl, County Administrator***

FROM: ***Donald Silvernell, Airport Director***

SUBJECT: ***Lease Termination with Rudolph and Asenath Rostel***
Lease Agreement with K & V Real Estate, LLC
Lot 13, Airport Industrial Park, Unit I

Brief Overview: The Hernando County Airport has had a Ground Lease Agreement with Rudolph and Asenath Rostel for Lot 13 of the Airport Industrial Park, Unit I since April 1, 1987. The Rostel's are selling their leasehold improvements to K & V Real Estate, LLC. K & V has requested a new lease using the current lease template as drafted by the County Attorney's Office. Approval of a new lease will require termination of the existing lease. Neither document will become effective until the sale of the leasehold improvements has occurred.

Budget Impact: The Airport's revenue will increase $3,875 the first year with lease payment adjustments scheduled throughout the term of the lease.

Legal Impact: Reviewed and approved for form and sufficiency by the County Attorney's Office.

Recommended It is requested that the Board of County Commissioners approve the lease termination with Rudolph and Asenath Rostel and the new lease with K & V Real Estate, LLC. for Lot 13 of the Airport Industrial Park, Unit I. It is also requested that the Board of County Commissioners authorize the Chairman's signature on the related documents.

Administrative Note:
_____ ***Reviewed*** _____ ***See attached memo***

☐ ***Issue is a quasi-judicial function of the Board and Exparte procedures apply.***

E:\Word\jcrain\bcc\agnlPLot13.doc

"MINUTES OF"

APR 24 2007

CONSENT AGENDA ITEM 4.

Rm 131

R Room 131

For Recording Use

3/

Doc# 2007031741
Hernando County, Florida
05/09/2007 2:40PM
KAREN NICOLAI, Clerk

OFFICIAL RECORDS
BK: 2439 PG: 1162

TERMINATION OF LEASE AGREEMENT AND MUTUAL RELEASE

This Agreement is made and entered into as of this 24th day of April, 2007, by and between Hernando County, a political subdivision of the State of Florida ("**Lessor**") and Rudolph Rostel and Asenath Rostel, ("**Rostel**"), and the parties state:

WHEREAS, the **Lessor** and **Richard and Jeannine Fisher** entered into a certain ground lease dated January 1, 1984, recorded in Official Record Book 539 pages1521 - 1528 of the Official Records of Hernando County, Florida (the "**Lease**") relative to certain real property legally described as:

Lot 13, Hernando County Airport Industrial Park, Unit 1, as recorded in Plat Book 17 Pages 80 - 83, of the Public Records of Hernando County, Florida and with a street address of 16050 Aviation Loop Drive, Brooksville, Florida 34604 (the "**Property**"); and,

WHEREAS, the **Lessor** and **Rostel** entered into a certain assignment of said ground lease dated April 1, 1987, recorded in Official Record Book 646, pages 845 thru 846, of the public records of Hernando County, Florida; and,

WHEREAS, **Rostel** is presently current as to all rent, fees and obligations under the **Lease** and is not otherwise in default of any provision therein; and,

WHEREAS, **Rosetl** has agreed to sell and transfer all of its rights, title and interest under the **Lease** and leasehold improvements thereon to K & V Real Estate, LLC ("**K & V**"); and,

WHEREAS, **K & V** desires to enter into a new ground lease agreement with the **Lessor** and **Rostel** is agreeable to terminating the **Lease** as provided herein; and,

WHEREAS, **Rostel** agrees to pay the **Lessor** all rent and fees current and prorated up to and including the day the **Lease** is terminated hereunder; and,

WHEREAS, terminating the **Lease** will be mutually beneficial to the parties herein.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the **Lessor** and **Rostel** agree as follows:

1. The above recitals are incorporated herein and made a part hereof.

2. The **Lease** shall be deemed terminated and forever canceled effective upon the last date all of the following shall have occurred: (i) approval and execution of this Agreement by **Rostel** and the **Lessor**; (ii) the closing of the sale from **Rostel** to **K & V** conveying all of its right, title and interest under the **Lease** and the leasehold improvements thereon; (iii) the **Lessor** and **K & V** executing a new lease under mutually agreeable terms; and (iv) all rent and other fees due under the **Lease** have been paid current to the **Lessor** up to and including the date of termination hereunder. The foregoing events may take place consecutively or concurrently.

3. Upon the foregoing occurring, the **Lessor** and **Rostel** shall fully and forever release each other from said **Lease** and any and all disputes, claims, actions or causes thereunder or arising out of or related to said **Lease** but excluding violation of any applicable environmental law(s) if later found to have been committed, or contributed to, by **Rostel** during the term of the **Lease**.

Witness our hands and seals upon the date stated below in Hernando County, Florida.

Witnessed:

Michael Bizman

Rudolph E. Rostel **(Lessee)**

By: Rudolph E. Rostel 4/17/07
Rudolph E.Rostel Date

Witnessed:

Asenath Rostel **(Lessee)**

By: Asenath Rostel 4/17/07
Asenath Rostel Date

Attest:
SEAL
BOARD OF COUNTY COMMISSIONERS HERNANDO COUNTY, FLORIDA

Karen Nicolai
Clerk

Hernando County Board of County Commissioners
(Lessor)

By: 4/24/07
Jeff Stabins Date
Chairman

Approved as to Form
and Legal Sufficiency:

4/17/07
Geoffrey T. Kirk
Assistant County Attorney

-ACKNOWLEDGMENTS ON NEXT PAGE-

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me this ___ day of April, 2007, by Rudolph E. Rostel (who is personally known to me) or who has produced _____ as identification.

NOTARY PUBLIC - STATE OF FLORIDA
Shirley J. Vincent
Commission # DD639056
Expires: FEB. 11, 2011
BONDED THRU ATLANTIC BONDING CO., INC.

Shirley J. Vincent
(Signature of person taking acknowledgment)
Shirley J. Vincent
(Name typed, printed or stamped)
_____
(Title or rank)
_____
(Serial number, if any)

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me this ___ day of April, 2007, by Asenath Rostel (who is personally known to me) or who has produced _____ as identification.

NOTARY PUBLIC - STATE OF FLORIDA
Shirley J. Vincent
Commission # DD639056
Expires: FEB. 11, 2011
BONDED THRU ATLANTIC BONDING CO., INC.

Shirley J. Vincent
(Signature of person taking acknowledgment)
Shirley J. Vincent
(Name typed, printed or stamped)
_____
(Title or rank)
_____
(Serial number, if any)

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me this 25th day of April, 2007, by Jeff Stabins, Chairman of the Hernando County Board of County Commissioners, who is personally known to me or who has produced _____ as identification.

DORIS N. CUPELES
My Commission DD 534614
EXPIRES: March 30, 2010

Doris N. Cupeles
(Signature of person taking acknowledgment)
Doris N. Cupeles
(Name typed, printed or stamped)
_____
(Title or rank)
_____
(Serial number, if any)

Doc# 2007031742
Hernando County, Florida
05/09/2007 2:40PM
KAREN NICOLAI, Clerk

OFFICIAL RECORDS
BK: 2439 PG: 1165

Aviation Form GL-1 rev. 2-24-06

GROUND LEASE AGREEMENT

Airport Industrial Park

THIS IS A GROUND LEASE AGREEMENT dated as of 24th day of April, 2007 (the "Agreement") by and between HERNANDO COUNTY a public body corporate existing under the laws of the State of Florida, whose address is 20 N. Main Street, Room 460, Brooksville, FL 34601 (hereinafter referred to as the "**Lessor**" or the "County") and K & V REAL ESTATE, LLC, a Florida Limited Liability Corporation, whose address is 7304 Royal Oak Drive, Spring Hill, FL, 34607 (hereinafter referred to as the "**Lessee**"), individually and collectively referred to as the 'Party" or "Parties".

WITNESSETH

WHEREAS, the Hernando County Airport (the "Airport") is subject to the requirements of various federal laws and regulations including, without limitation, the Surplus Property Act of 1944, as amended, the Federal Property and Administrative Services Act of 1949, as amended, and the rules and orders promulgated by the Federal Aviation Administration (the "FAA"); and,

WHEREAS, FAA Compliance Order No. 5190.6A, including but not limited to Chapter 4 thereof, requires that surplus property airports (which includes the Airport herein) generate revenue, income or its functional equivalent to the airport; and,

WHEREAS, pursuant to a directive of Congress, as a surplus airport property, the Airport is subject to compliance review by the FAA and the United States Department of Transportation Inspector General Office; and,

WHEREAS, FAA Compliance regulations require that use of surplus airport property be authorized by a written instrument providing for payment of fair, reasonable and non-discriminatory fees, rentals or other user charges; and,

WHEREAS, all leases at the Airport are further governed by Chapter 3 of the Hernando County Code of Ordinances, as amended from time to time.

NOW THEREFORE, the **Lessor** and the **Lessee** hereby agree as follows:

The above recitals are incorporated herein and made a part hereof.

ARTICLE I - REPRESENTATIVES

1. Designated Representatives. For the purpose of this Agreement, each party designates the following representatives: ***Lessee's Representative*** - **Lessee's** full-time employee or agent that the **Lessee** designates to the **Lessor** in writing, which for contract purposes at this time is Victoria Foust. ***Lessor's Representative*** - the Airport Director or such person that the **Lessor** designates by written notice delivered to the **Lessee**.

ARTICLE 2 - LAND, IMPROVEMENTS AND PREMISES

2.A. **Lessor** leases the real property with a street address of 16050 Aviation Loop Drive, Brooksville, FL 34604, containing approximately 45,000 gross square feet, more or less, and legally described in **Exhibit "1"** attached hereto and made a part hereof (the "**Land**") to the **Lessee,** and the **Lessee** hereby leases the Land from the **Lessor** pursuant to the terms and conditions in this Agreement.

2.B. Improvements. **Lessee**, at **Lessee's** sole expense, is purchasing a facility containing approximately 4,500 square feet of interior floor space together with certain improvements (hereinafter collectively referred to as the "Improvements"). The Improvements were constructed in accordance with the building plans as approved by the **Lessor** and in accordance with all applicable building codes and standards and subject to all permitting requirements in effect at the time of construction.

2.C. Premises. The **Land** and the Improvements shall hereinafter collectively be referred to as "Premises".

2.D. Survey. No later than ninety (90) days from the Effective Date of this Agreement, the **Lessee**, at its option and sole expense, may obtain a Survey of the Land pursuant to the terms hereunder:

2.D.1. The survey shall be prepared by a Florida licensed land surveyor in accordance with Chapter 427, *Fla. Stat.*, and Rule Chapter 61G17, *Fla. Admin. Code*, and shall be certified to the **Lessee** and to the Hernando County Board of County Commissioners (hereinafter referred to as the "Survey"). Upon receipt of the Survey, the **Lessee** shall promptly provide the **Lessor** with a signed duplicate original of same.

2.D.2. In the event there are any discrepancies between the description of the Land herein (**Exhibit "1"**) and the Survey, or the existence of any encroachments or other matters which would make the Land untenable or unsuitable for the **Lessee's** use, then the **Lessee** shall have fifteen (15) days from the date of the Survey in which to notify the **Lessor** in writing stating all such discrepancies with the Land discovered from said Survey. Within fifteen (15) days of receiving said notification, the **Lessor** shall advise the **Lessee** in writing of whether the **Lessor** is able to resolve same using diligent effort and within a reasonable amount of time or, failing which, that this Agreement shall be deemed rescinded and canceled and the **Lessor** shall refund the **Lessee** all deposits and advance payments.

2.D.3. This provision shall be the **Lessee's** sole and only remedy to contest any and all discrepancies with the size, layout or location of the **Land,** or any encroachments or other impediments thereon, or any other matters which a survey, prepared pursuant to Chapter 427, *Fla. Stat.*, and Rule Chapter 61G17, *Fla. Admin. Code*, would otherwise disclose.

2.E. Due Diligence and Inspections. It is responsibility of the **Lessee**, at the **Lessee's** sole expense, to satisfy itself, prior to the execution of this Agreement or as provided herein, as to the condition of the real property subject to this Agreement including, without limitation, permitted land uses, zoning codes, building regulations, height limitations, set backs, applicable building codes, permits, soil conditions, and environmental conditions (the **Lessee**, at the **Lessee's** sole expense, may obtain any environmental tests that it deems necessary including Environmental Phase I or Phase II Reports as part of its due diligence). In connection with any and all inspections performed by or for the **Lessee**, the **Lessee** shall indemnify and hold harmless the **Lessor** for any damage or injury done to the Land, Airport property, or the property of others as a consequence of such inspection(s) and the **Lessee** shall promptly repair or have repaired in good workmanship manner such damage caused.

2.F. No Warranties or Representations. **Lessor** makes no warranties or representations to the **Lessee**, and the **Lessee** agrees the **Lessor** has made no warranty or representation respecting the condition of the **Land**, or applicable zoning laws and regulations, or applicability of the uses contemplated by the **Lessee,** or environmental conditions, or any matters which a survey, prepared pursuant to Chapter 427, *Fla. Stat.*, and Rule Chapter 61G17, *Fla. Admin. Code*, would disclose, or the applicability of any covenants or restrictions of public record, except as otherwise expressly provided herein.

2.G. Acceptance of Land. **Lessee** further acknowledges it has had adequate opportunity to inspect the Land hereunder (as also referenced in **Exhibit "1"**) prior to entering into this **Agreement** or has made adequate provision herein. Accordingly, the taking of possession of the Land by the **Lessee** shall be conclusive evidence against the **Lessee** that the Land was in good and satisfactory condition when possession was so taken.

ARTICLE 3 - PRIVILEGES, USES, EXCLUSIONS AND SERVICES

3.A. **Lessee** shall enjoy the following nonexclusive rights on the Airport subject to the conditions of this Agreement and as further provided below:

* **Lessee** shall use the Land for light manufacturing, warehousing, distribution and associated offices. Article 30 of this lease must be complied with for all subleases.

3.B. It is understood and agreed that any other use or occupancy that may now or in the future be proposed for said building(s) or the Land hereunder shall conform to the type of industry or business envisioned by Park restrictions and covenants, the conformance of which shall be determined and approved in advance in writing by the **Lessor** through the Airport Director or his designee.

ARTICLE 4 - TERM AND COMMENCEMENT

4.A. Effective Date. This Agreement shall become binding and effective (the "Effective Date") upon the last date all of the following shall have occurred: (I) approval and execution of this Agreement by the **Lessee** and the **Lessor**; (ii) the closing of the sale from Rudolph and Asenath Rostel, the existing tenant, conveying all of its right, title and interest in the leasehold improvements on the Land to the **Lessee** herein; and (iii) Rudolph and Asenath Rostel and the **Lessor** mutually terminating their existing lease regarding the Land. The foregoing events taking place consecutively or concurrently.

4.B. Term. The lease term for this Agreement shall commence on the 7th day of May, 2007 and shall end on the anniversary date thirty (30) years hence (the "Anniversary Date").

4.C. Renewal Options. **Lessee** shall have the option, in its sole discretion and upon giving written notice to the **Lessor** not less than three months prior to the Anniversary Date, to renew this Agreement for up to two (2) additional 10-year terms, provided the **Lessee** has complied with all of the terms and conditions of this Agreement and is not otherwise in default hereunder. At the time of renewal, all other terms and conditions of this Agreement shall remain the same subject to adjustment of Land Rent as provided for in **Sections 6.A.2 and 6.A.3** and adjustment of required insurance coverage as provided for in **Section 16.C** herein. In addition to the foregoing, if at the time of renewal, the Current Fair Market Value has not been attained (by virtue of the 5% cap limitations being applied over one or more years), then the Land Rent shall immediately be adjusted upward to equal the Current Fair Market Value (as defined in **Section 6.A.2** below). At the request of the **Lessee** the term of this lease may, subject to the regulations in effect at that time, be further extended under mutually agreeable lease provisions and conditions.

ARTICLE 5 - OBLIGATIONS OF LESSEE

Lessee further covenants and agrees:

5.A. The use and occupancy of the Premises by the **Lessee** shall be without cost or expense to the **Lessor** except as provided herein.

5.B. **Lessee** shall provide adequate utility services to the Premises as determined by the **Lessor**. It is understood and agreed that the **Lessee** shall be responsible for obtaining, at its sole expense, any and all utility services, such as electricity, water, sewer or gas needed by the **Lessee** during the period of occupancy. **Lessee** shall pay all charges for providing said utility service and the cost of necessary meters for measuring said utility services.

5.C. **Lessee** agrees, at its sole expense, to maintain the Premises and Improvements thereto, as described herein, in a presentable condition consistent with good business practice and in good repair as of the date this Agreement was executed, normal wear and tear excepted and that it will procure and keep in force during the term of this Agreement all necessary occupational licenses and permits as are required by law for the operation and maintenance of the **Lessee**'s business on the Premises. **Lessee** agrees to keep the Premises mowed and groomed and will not allow the accumulation of materials, parts or other materials on the Premises.

5.D. **Lessee** agrees to conduct its business in a proper and first-class manner at all times. **Lessee** further agrees to operate in harmony with others on the Airport and will at all times operate safely and with a concern for others and in accordance with all covenants and restrictions of public record.

5.E. **Lessee** will provide or cause to be provided all necessary dumpsters or other types of storage receptacles or devices as may be necessary. The piling of boxes, cartons, barrels or similar items in an unsightly manner on or about the Premises shall not be permitted. **Lessee**, at **Lessee's** sole expense, shall cause to be removed from Premises all waste, garbage and rubbish. Further, the **Lessee** agrees not to deposit said waste on any part of the Airport, except in connection with collection or removal. Said waste shall be placed in a location and container approved by the **Lessor**.

5.F. **Lessee** shall neither create nor permit to be caused or created upon the Premises, or elsewhere on the Airport, any obnoxious odor, smoke or noxious gases or vapors. The creation of exhaust fumes by the operation of internal-combustion engines or engines of other types, so long as such engines are maintained and are being operated in a proper manner, shall not be a violation of this Agreement.

5.G. **Lessee** shall not keep or store flammable liquids within any covered and enclosed portion of the Premises in excess of the **Lessee**'s working requirements. Any such liquids having a flash point of less than 110 degrees Fahrenheit shall be kept and stored in safety containers of a type approved by the Underwriters Laboratories.

ARTICLE 6 - RENTALS AND FEES

6.A. **Lessee** shall pay to the **Lessor** the following Land Rent:

6.A.1. Land Rent. **Lessee** shall pay monthly Land Rent (1/12th of annual Land Rent) in advance and without demand, on or before the first day of each month upon commencement of the term of this Agreement pursuant to the schedule below for the first five (5) years and then adjusted, thereafter, as provided for in **Section 6.A.2** herein. Land Rent shall be calculated as ten percent (10.0%) per annum of the then current fair market appraised value for unimproved land within the applicable area or park of the Airport (see **Section 6.A.2** below) and calculated on a per square foot rate using the gross square footage contained in the Survey (described in **Section 2.D**), or as established by the **Lessor** if no Survey is obtained by the **Lessee**. The parties agree that the gross square footage of the Land for purposes herein is 45,000 square feet.

During the first five years of this Agreement, annual Land Rent shall be at **$.175** per square foot

6.A.2. Adjustment of Land Rent. Beginning in the sixth year, and every fifth year thereafter (i.e. years 6, 11, 16, 21, 26, etc. including renewal and extension periods), the Land Rent shall be adjusted to equal ten percent (10.0%) per annum of the then current fair market appraised value (hereinafter referred to as "Current

Fair Market Value"). The Current Fair Market Value shall be based upon the most recent appraisal performed for and paid for by the **Lessor**, but in no event shall said appraisal be older than 18 months (hereinafter referred to as the "Lessor's Appraisal"). The Lessor's Appraisal shall be prepared by a Florida-registered or Florida-licensed appraiser in accordance with the Uniform Standards of Professional Appraisal Practice ("USPAP") and Chapter 475, Part II, *Fla. Stat.* and Rule Chapter 61J1, *Fla. Admin. Code* ("Florida Appraisal Law") as applicable to the Land. Not less than 90 days and not more than 180 days before imposition of the new adjusted rent, the **Lessor** shall advise the **Lessee** in writing (the "Notice") of the new adjusted rent amount. Not later than thirty (30) days from the date of the Notice, the **Lessee** may dispute the new adjusted rent amount by notifying the **Lessor** in writing of such dispute; however, no later than 60 days from the date of the Notice, the **Lessee** shall provide the **Lessor**, at the **Lessee's** sole expense, its appraisal (the "Lessee's Appraisal") performed in accordance with USPAP and Florida Appraisal Law. In the event that there is a five percent (5%) or less difference in the appraised Current Fair Market Value amount between the Lessor's Appraisal and the Lessee's Appraisal, then the Lessor, in the Lessor's sole discretion, may chose either value or may chose a middle value. In the event that there is more than a five percent (5%) difference in appraised Current Fair Market Value amount between the Lessor's Appraisal and the Lessee's Appraisal, then within 15 days of the date of the Lessee's Appraisal, the two appraisers shall communicate as necessary and agree on the name of a third appraiser who shall be a Florida-registered or Florida-licensed appraiser. The Third Appraisal shall be performed in accordance with Florida Appraisal Law and USPAP. The third appraiser may review and utilize the first two appraisals to the extent permitted under USPAP. The cost of the Third Appraisal shall be split evenly between the **Lessor** and the **Lessee** and an appraisal report shall be prepared within 30 days from the date ordered. The Current Fair Market Value amount stated in the Third Appraisal shall be binding on the parties as the new adjusted rent for that five year period. The provisions in this Section shall be the **Lessee's** sole remedy for disputing the new adjusted rent for each and every five year period.

6.A.3. Cap on Adjustment of Land Rent. Notwithstanding **Section 6.A.2**, rent shall not be adjusted more than five percent (5%) in any one year (or adjusted more than twenty five percent (25%) over any five year period). Adjustments in excess of five percent (5%) in any one year shall be carried over to the subsequent year (not to exceed said cap in such year), and each year thereafter until the Current Fair Market Value is attained or a new appraisal is a required (in connection with the subsequent five year period).

6.A.4. Late Rent; Other Fees. Land Rent shall be due monthly as set forth above and shall be due and payable on the first day of each month. A ten percent (10%) penalty will be applied to all rents received after 5:00 p.m. on the tenth (10th) day

of the month. The **Lessee** is separately responsible for all applicable taxes, sales taxes, late fees, special assessments, charges, other fees and penalties.

6.B. In addition to the Land Rent in **Section 6.A**, the **Lessee** shall pay the **Lessor** an Annual Fee of five hundred dollars ($500) relating to the cost, operation and maintenance of the common areas of the Airport. This Annual Fee shall be paid to the Lessor in equal monthly installments (1/12th of the Annual Fee) at the time the Land Rent is paid . The Lessor reserves the right to adjust this fee every five (5) years; provided, however, that any adjustment shall not exceed five (5%) percent of the preceding period.

ARTICLE 7 - LEASEHOLD MORTGAGE AND SECURITY AGREEMENT

7.A. **Lessor** hereby grants permission to the **Lessee** to execute and deliver unto _____ [name of financial institution] a Leasehold Mortgage and Security Agreement pledging this Agreement, and the buildings and attendant facilities, excluding fixed **Lessor** property, erected upon the Land, as security for said loan, as contemplated by this Section.

Lessor agrees that, in the event that the **Lessee** shall pledge this Agreement pursuant to the terms of a Leasehold Mortgage and Security Agreement, then the **Lessor**, so long as said Leasehold Mortgage and Security Agreement remains outstanding and has not been satisfied of record, will not enter into any agreement with the **Lessee** purporting to change, modify, amend or terminate this Agreement without the mortgagee's joinder and prior consent, which consent shall not be unreasonably withheld as to any non-material change, modification or amendment. The **Lessor** agrees that any attempted change, modification, amendment or mutual termination between the **Lessor** and the **Lessee** without the mortgagee's joinder and prior written consent shall be void and of no force or effect. However, in no event shall the **Lessee** enter into any Leasehold Mortgage or Security Agreement for a duration longer than the Anniversary Date of this Agreement.

In the event that the **Lessee** shall pledge this Agreement pursuant to a Leasehold Mortgage and Security Agreement as herein provided, then the **Lessor** agrees that if and when the **Lessor** notifies the **Lessee** of a default or claim of default by the **Lessee** under this Agreement, **Lessor** shall send a copy of the written notice or a written explanation of any oral notice concurrently therewith to the mortgagee, at an address certified to the **Lessor** in writing by said mortgagee upon the granting of said Leasehold Mortgage and Security Agreement. The mortgagee shall be permitted to remedy any such default or claimed default specified in the notice within an equal period of time, commencing on the date mortgagee receives or is deemed to have received such notice, as the **Lessee** would be permitted to remedy same pursuant to this Agreement. Notwithstanding the foregoing provisions of this paragraph, said mortgagee shall have a minimum of thirty (30) days after its receipt of the notice to remedy the default. The **Lessor** further agrees that in the event that **Lessee** pledges the Agreement pursuant to a Leasehold Mortgage and Security Agreement, then should said mortgagee, or a purchaser at a foreclosure sale, acquire the **Lessee's** interest under this Agreement, through foreclosure or otherwise, the **Lessor** shall recognize said mortgagee, or such purchaser, as the lessee or tenant under this Agreement and shall accept performance by said mortgagee or purchaser under this Agreement provided that said mortgagee or purchaser agrees to be bound by the terms and conditions for the rest of the unexpired term of this Agreement or that the **Lessor**, mortgagee or purchaser can reach mutual agreement on any changes to

the terms of this Agreement. The **Lessor** further agrees that in the event that the **Lessee** shall hereafter file for protection under the bankruptcy laws of the United States and shall reject or otherwise terminate this Agreement, the **Lessor** shall enter into a new ground lease on the exact same terms and conditions as this Agreement with the mortgagee, but only to the extent of the original terms of this Agreement. It is further understood and agreed that the Leasehold Mortgage and Security Agreement described herein and in favor of the named mortgagee shall be the only mortgage, pledge or encumbrance permitted on the Land absent prior written consent of the **Lessor**, which consent the **Lessor** may withhold for any reason or no reason.

7.B. The mortgagee named above shall be a bona fide federal or state chartered financial institution insured through the Federal Deposit Insurance Corporation.

7.C. The parties further understand and agree that any requests for the **Lessor** (County) to subordinate in any manner or form its position relative to, or any rights under, this Agreement shall be in the sole discretion of the County; and the County reserves the right to refuse requests for "subordination" for any reason or no reason. Notwithstanding anything in this Article, in no event shall the County, as a political subdivision of the State of Florida, give, lend, pledge or use its taxing powers or credit to any corporation, association, partnership or person in connection with or furtherance of this Agreement.

ARTICLE 8 - MAINTENANCE OBLIGATIONS OF LESSOR

8. **Lessor's** maintenance obligations shall be limited to normal and ordinary maintenance of the Airport common areas.

ARTICLE 9 - MAINTENANCE OBLIGATIONS OF LESSEE

9.A. General Obligations. **Lessee** shall be obligated to maintain the Premises and every part thereof in good appearance, repair and safe condition, consistent with good business practices, whether installed by the **Lessor** or the **Lessee**, such maintenance shall be without cost to the **Lessor**. Such maintenance shall include, but not be limited to, the scheduled maintenance of the Premises listed in **Section 9.B**. **Lessee** shall repair all damages to the Premises caused by its employees, patrons or its operations thereon. All such maintenance, repair and replacements shall be of a quality equal to the original in materials and workmanship. All paint colors shall be submitted to and approved in writing by the Airport Director prior to any exterior painting.

9.B. Required Scheduled Maintenance to Premises. In addition to the **Lessee**'s maintenance obligations included in this Agreement, the **Lessee** further agrees to maintain, at a minimum, certain components (singular use shall not limit the **Lessee**'s obligations herein where buildings or the parts thereof exist in the plural) of the Premises according to the following maintenance schedule: **(1)** Building Exterior. Buildings' exteriors inspected annually. Mildew, staining, dirt, cobwebs, etc., cleaned as needed. **(2)** Landscaping. The landscaping shall be maintained in a manor consistent with good horticultural practices, and free of unsightly conditions. **(3)** Electrical Service and HVAC. Keep area free of debris and foreign objects at all times. **(4)** Parking Lots. Clean, sweep, remove oil and debris, repair and stripe, on a routine basis.

9.C. Condition of Premises at End of Term. In addition to manufacturer's recommended scheduled maintenance and the provisions in **Section 9.B** above, the **Lessee** shall maintain the Premises whereas at the end of the term of this Agreement said condition of the Premises shall be in a good state of repair and comply with the following conditions: **(1)** The Roofs shall be free of any leaks; **(2)** The HVACs system shall cool and heat properly; **(3)** The exterior paint shall be free of unsightly conditions; and **(4)** The interior of the Premises shall be painted within one year prior to the termination of this Agreement.

9.D. Failure to Repair and Maintain Premises. If the **Lessee** fails to perform the **Lessee**'s maintenance responsibilities, the **Lessor** shall have the right, but not the obligation, to perform such maintenance responsibilities, provided the **Lessor** has first, in any situation not involving an emergency, by written notice to the **Lessee**, delivered in accordance with **Article 33**, afforded the **Lessee** a period within which to correct the failure of thirty (30) days, or of such longer duration as may be reasonably required to rectify the failure through the exercise of prompt, diligent and continuous effort said extension must be approved by the **Lessor**. All costs incurred by the **Lessor** in performing the **Lessee**'s maintenance responsibility, plus a fifteen percent (15%) administrative charge, shall be paid by the **Lessee** within thirty (30) days of receipt of billing therefore. Failure of the **Lessee** to pay within thirty (30) days after receipt of the **Lessor**'s notice of delinquency shall be deemed a condition of default. The **Lessor** retains the right, after giving reasonable advance notice to the **Lessee**, to enter upon the Land to repair any utilities thereon that serve any areas, including the **Lessee**'s Premises. **Lessor** shall endeavor to use commercially reasonable efforts to minimize interference or disruption to the **Lessee**'s operations.

ARTICLE 10 - FUTURE IMPROVEMENTS AND ALTERATIONS BY LESSEE

10.A. Written Approval. Following completion of the construction of the **Lessee**'s Improvements (per **Exhibit "2"** if applicable), the **Lessee** shall make no further improvements or alterations whatsoever to the Premises without the prior written approval of the **Lessor**, which consent shall not be unreasonably withheld, provided, however, that such improvements do not conflict with the current use and future development of the Airport and that such alterations or fixed leasehold improvements shall be commenced only after plans and specifications thereof have been submitted to and approved in writing by the **Lessor**, and the **Lessee** has obtained the required building permits. Within thirty (30) days after receipt by the **Lessor** of the **Lessee**'s plans and specifications, the **Lessor** shall inform the **Lessee** that the plans are either approved, approved subject to certain stated conditions and changes; or not approved. The **Lessor**'s failure to either approve or disapprove the **Lessee**'s plans and specifications within thirty (30) business days after the **Lessee** delivers written notice to the **Lessor** that the **Lessor** has not acted within the thirty (30) day period described above will constitute the **Lessor** approval of the **Lessee**'s plans and specifications.

10.B. Conditions. If the **Lessee**'s request for approval to make improvements or alterations is permitted pursuant to **Section 10.A** (whether by express grant of the **Lessor** or by estoppel), the following conditions shall apply: **(1) Lessee** shall obtain all required permits and licenses necessary under, and shall comply with applicable zoning laws, building codes and other laws or regulations of all appropriate governing entities, including the Federal, State and County, applicable to the construction or installation of approved improvements or alterations.; **(2) Lessee** agrees that all construction shall conform to the general architectural and construction requirements of the Florida Building Code, as may be amended, from time to time, as well as the development standards and ordinances of Hernando County; **(3) Lessee**

agrees to hire only licensed contractors and subcontractors and to indemnify the **Lessor** in the event of any loss or damage resulting from work performed on the Premises by its contractors and subcontractors; **(4) Lessee** shall comply with all then current building, permitting and licensing requirements; **(5) Lessee** covenants and agrees to accept and pay all costs necessary to complete the approved alterations or improvements; and **(6) Lessee** agrees to be solely responsible for any damage (other than normal wear and tear) resulting from the removal by the **Lessee** of its personal property or signs.

ARTICLE 11 - SURRENDER OF PREMISES

11. Upon the expiration date or earlier termination of this Agreement, the **Lessee** shall quit and surrender the Land together with all Improvements, Alterations and equipment at any time made or installed in, upon or to the Land, and together with all keys and combinations to all locks, and excepting all personal property and trade fixtures installed at the **Lessee**'s expense. The **Lessee** agrees to repair any damage caused by the removal of the **Lessee**'s personal property or trade fixtures. If the **Lessee** fails to remove any personal property or trade fixtures, said property shall, at **Lessor**'s sole discretion, be deemed abandoned and become the property of the **Lessor**, or the **Lessor** shall have the right to remove and store such property at the expense of the **Lessee** without further notice to the **Lessee**, and hold the **Lessee** responsible for any and all charges and expenses incurred by the **Lessee** therefor. All expenses incurred by the **Lessor** in the removal and storage of the **Lessee**'s personal property or trade fixtures shall be reimbursed by the **Lessee** on demand as Additional Rent. The provisions of this Section shall survive the expiration date or earlier termination of this Agreement.

ARTICLE 12 - EVENTS OF DEFAULT AND REMEDIES

12.A. Events of Default. The occurrence of any one or more of the following events shall constitute a default on the part of the **Lessee**: **(1)** the **Lessee** fails to pay when due any rental (including Land Rent and Additional Rent) or any other sum of money payable hereunder within ten days after such rental or payment is due; **(2)** the conduct of any business or performance of any acts at the Airport not specifically authorized in this Agreement or by other agreements between the **Lessor** and the **Lessee**, and the **Lessee's** failure to discontinue that business or those acts within thirty (30) days of receipt by the **Lessee** of the **Lessor**'s written notice to cease said business or acts; **(3)** the **Lessee** breaches or fails to comply with any other term, provision, covenant or condition of this Agreement and such breach or failure shall continue for a period of thirty (30) days or more after written notice thereof from the **Lessor**; **(4)** the **Lessee** transfers, assigns, or sublets this Agreement, in whole or part, other than as provided for in **Article 30** herein; **(5)** the **Lessee** mortgages, pledges or encumbers the Premises, in whole or part, or this Agreement, other than as expressly provided for in this Agreement or upon prior written consent of the **Lessor**; **(6)** the **Lessee** abandons, deserts or vacates the Premises; **(7)** the divestiture of the **Lessee's** estate herein by operation of law, by dissolution or by liquidation (not including a merger or sale of assets); or **(8)** a receiver, custodian or trustee is appointed to take possession of all or substantially all of the assets of the **Lessee**, or an assignment is made by **Lessee** for the benefit of its creditors, or any action is taken or suffered by the **Lessee** under any insolvency, bankruptcy or reorganization act. Any or all of the foregoing shall hereinafter be referred to as "Events of Default".

12.B. Lessor's Remedies. Upon the occurrence of any of the above Events of Default, the **Lessor** shall have the option to perform any one or more of the following, in addition to, and not in

limitation of, any other remedy or right permitted by law or in equity: **(1)** the **Lessor** may at once or any time thereafter, without notice to the **Lessee** or any other person, re-enter and repossess the Premises and remove all persons and effects therefrom, using such forces as may be needed without being deemed guilty in any manner of trespass or forcible entry or detainer; **(2)** the **Lessor** may at once or any time thereafter, without notice to the **Lessee** or any other person, re-enter the Premises and cure, correct or repair any condition which shall constitute a failure on the **Lessee**'s behalf to keep, observe, perform, satisfy or abide by any term, condition, covenant, agreement or obligation of this Agreement or any alteration, amendment, change or addition thereto, and the **Lessee** shall fully reimburse and compensate the **Lessor** upon demand for any costs and expenses incurred in connection with such cure, correction or repair, which sums shall be deemed to be Additional Rent hereunder; **(3)** the **Lessor** may at once or any time thereafter either declare this Agreement to be terminated without prejudice to any and all rights which the **Lessor** may have against the **Lessee** for rents, damages or breach of this Agreement, or attempt to relet the Premises on such terms as the **Lessor** shall determine. In the event the **Lessor** relets the Premises, such reletting shall not be considered as a surrender or acceptance back of the Premises or a termination of this Agreement, and the **Lessee** shall pay the **Lessor** any deficiency between the amount received, if any, from such reletting after such amount is applied first to **Lessor**'s expenses in connection with re-entry, taking possession and reletting, including brokerage fees and commissions, alterations and redecorating as the **Lessor** may deem appropriate to prepare the Premises for reletting, and the amount of Land Rent, Additional Rent and other fees payable by the **Lessee** hereunder. The **Lessee** hereby waives the service of any notice of intention to terminate this Agreement or to re-enter the Premises, and waives the service of any demand for payment of rent or repossession. The **Lessee** further waives any and all rights of redemption granted by or under any present or future laws in the event of the tenant being evicted or dispossessed for any cause, or in the event of the **Lessor** obtaining possession of the Premises by reason of the violation by the **Lessee** of any of the covenants and conditions of this Agreement or otherwise.

12.C. Continuing Responsibilities of Lessee. Notwithstanding the occurrence of any Events of Default, the **Lessee** shall remain liable to the **Lessor** for all payments payable hereunder and for all preceding breaches of any covenant of this Agreement. Furthermore, unless the **Lessor** elects to cancel this Agreement pursuant to **Section 12.B**, the **Lessee** shall remain liable for and promptly pay any and all payments accruing hereunder until such time as this Agreement has been duly canceled. No retaking of possession of the Premises by the **Lessor** (under **Section 12.B** above) shall be construed as an election on its part to terminate this Agreement, unless a written notice of such intention be given to the **Lessee**, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any payments or other moneys due to the **Lessor** hereunder, or of any damages accruing to the **Lessor** by reason of the violations of any of the terms, provisions, and covenants herein contained. **Lessor**'s acceptance of payments or other moneys following any event of default hereunder shall not be construed as the **Lessor**'s waiver of such event of default unless the event of default is the delinquency in the payment of the amount accepted. No forbearance by the **Lessor** of action upon any violation or breach of any of the terms, provisions and covenants herein contained shall be deemed or construed to constitute a waiver of the terms, provisions and covenants herein contained. Forbearance by the **Lessor** to enforce one or more of the remedies herein provided upon an Event of Default shall not be deemed or construed to constitute a waiver of any such remedy. It is agreed by the Parties that losses or damages that the **Lessor** may suffer by reason of termination of this Agreement, or the deficiency from any reletting as provided for above, shall include the expense of repossession or reletting, any unpaid amounts for

construction of improvements, and any repairs or remodeling undertaken by the **Lessor** following repossession.

12.D. Lessee's Remedies. **Lessee** may, in its option, terminate this Agreement and all of its obligations hereunder, if the **Lessee** is not in default in the payment of any payments or other charges to the **Lessor** or in breach of any of the provisions of this Agreement, and only upon or after the happening of any of the following events: **(1)** the inability of the **Lessee** to use Airport for a period of longer than ninety (90) consecutive days due to war, terrorism, disaster or Act of God; **(2)** the issuance of any order, rule or regulation by a competent governmental authority or court having jurisdiction over this Agreement, preventing the **Lessee** from operating its business for a period of ninety (90) consecutive days, provided, however that such inability or such order, rule or regulation is not due to any fault of the **Lessee**.

12.E. Time of the Essence. Time is of the essence of this Agreement.

ARTICLE 13 - NO LIENS

13. **Lessee** shall pay for all labor done or materials furnished in the repair, replacement, development or improvement of the Premises by the **Lessee**, and shall keep said Premises and the **Lessee**'s possessory interest therein free and clear of any lien or encumbrance of any kind whatsoever created by the **Lessee**'s act or omission (excluding any Leasehold Mortgage and Security pursuant to **Article 7** herein). **Lessee**'s Personal Property is not subject to this provision.

ARTICLE 14 - TAXES AND FEES

14. **Lessee** shall timely pay applicable sales, use, intangible and ad valorem taxes of any kind, against the Premises, the real property and any improvements thereto or leasehold estate created herein, or which result from the **Lessee**'s occupancy or use of the Premises, whether levied against the **Lessee** or the **Lessor**. In this regard, **Lessor** will attempt to cause the appropriate taxing authorities to send the applicable tax bills directly to the **Lessee** and the **Lessee** shall remit payment directly to such authorities, and to the extent that such notices are sent to the **Lessor**, the **Lessor** agrees to immediately forward same to the **Lessee**. Additionally, **Lessee** shall timely pay any and all other taxes, assessments and fees (including, without limitation, Hernando County Fire Rescue assessment fees) against the Premises or leasehold estate created herein or any part thereof. **Lessee** may reserve the right to contest such other taxes or assessments and withhold payment of such taxes upon written notice to the **Lessor** of its intent to do so, so long as the nonpayment of such taxes does not result in a lien against the real property or any improvements thereon or a direct liability on the part of the **Lessor**. The lessee's failure to timely pay its taxes, assessments, and fees hereunder shall be deemed a material breach of this Agreement.

ARTICLE 15 - INDEMNIFICATION

15.A. **Lessee** agrees to protect, defend, reimburse, indemnify and hold the **Lessor**, its agents, employees and officers and each of them forever, free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages (including reasonable attorney fees) and causes of action of every kind and character (this is to the extent allowed by law, and except to the extent

caused by the **Lessor**'s gross negligence or intentional misconduct) by reason of any damage to property, or the environment (including, without limitation, any contamination of Airport property, such as the soil or storm water, or by fuel, gas, chemicals or any Hazardous Substances as defined in **Section 18.A**, or as may be redefined by the appropriate regulatory agencies in the future), or bodily injury (including death) incurred or sustained by any party hereto, any agent or employee of any party hereto, or any other person whomsoever, or any governmental agency, arising out of or incident to or in connection with the **Lessee**'s performance under this Agreement, the **Lessee**'s use or occupancy of the Premises, the **Lessee**'s acts, omissions or operations hereunder or the performance, non-performance or purported performance of this Agreement or any breach of the terms of this Agreement. **Lessee** recognizes the broad nature of this indemnification and hold harmless clause, and voluntarily makes this covenant and expressly acknowledges the receipt of Ten Dollars ($10.00) and such other good and valuable consideration provided by the **Lessor** in support of this indemnification in accordance with laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with the insurance requirements herein shall not relieve the **Lessee** of its liability or obligation to indemnify the **Lessor** as set forth in this Article.

15.B. Notwithstanding anything to the contrary in the foregoing or within this Agreement, the **Lessor** shall not relinquish or waive any of its rights as a sovereign local government and the **Lessor** reserves all rights and defenses under applicable sovereign immunity law.

ARTICLE 16 - INSURANCE

16.A. General Insurance Terms and Conditions. In the event the **Lessee** becomes in default of the following requirements, the **Lessor** reserves the right to take whatever actions deemed necessary to protect its interests. All insurance herein shall have a Best's Rating of "A" or better.

16.B. Minimum Coverage Requirements. **Lessee** shall maintain the following minimum limits and coverages uninterrupted or amended through the life of this agreement as set forth below:

16.B.1. Workers' Compensation/Employer's Liability. The minimum limits of insurance (inclusive of any amount provided by an umbrella or excess policy) shall be no less than the "Statutory" requirement for Part One.

16.B.2. Liability Insurance. Coverage shall be provided for liability resulting out of, or in connection with, ongoing operations performed by, or on behalf of, the **Lessee** under this Agreement or the use or occupancy of the Premises by, or on behalf of, the **Lessee** in connection with this Agreement. The minimum limits of liability insurance covering the **Lessee** under this Agreement shall be no less than $1,000,000 and the Hernando County Board of County Commissioners shall be listed as an additional insured on an endorsement to all policies under this provision.

16.B.3. Property Insurance. This insurance shall cover any existing or hereafter constructed (including while under construction) buildings, structures, or any other improvements to the Land leased, rented or otherwise demised by the **Lessor** to

the **Lessee** under this Agreement. Property insurance shall at all times be maintained in such amount to adequately cover the replacement cost of all buildings, structures and improvements located on the Land. The Hernando County Board of County Commissioners shall be listed as an additional insured on all policies hereunder.

16.B.4. Business Interruption Insurance. **Lessee**, at its option and sole expense, may obtain business interruption or rental insurance to cover its loss for any period that the Premises may be wholly or partially untenable or otherwise unusable hereunder; however, in no event shall the **Lessor** be responsible to pay, credit, or set off such sums or any Land Rent hereunder in the event the Premises become untenable or otherwise unusable for any reason whatsoever.

16.C. Evidence of Insurance. The **Lessee** shall deliver to the **Lessor** all certificates or binders, together with the required endorsements, evidencing the existence of the insurance upon execution of this Agreement and shall be obligated to provide evidence of continuing coverage throughout the term of this Agreement. The insurance binder shall provide that the insurance carrier shall notify the Lessor twenty (20) days prior to the date of expiration of coverage thereunder. The **Lessee** shall notify the Lessor in writing a minimum of twenty (20) days in advance in the event of future insurability cancellation.

16.D. Periodic Review of Coverage Limits. Beginning in year six (6), and every five years thereafter, the **Lessor**, in its sole discretion, may review and adjust the required coverage limits set forth in **Section 16.B**; however, in no event may the **Lessor** increase required coverage in excess of one hundred and twenty five percent (125%) of the preceding five-year period.

ARTICLE 17 - DAMAGE OR DESTRUCTION OF PREMISES

17.A. Partial Damage. In the event all or a portion of the Premises are partially damaged by fire, explosion, the elements, a public enemy, terrorism, aircraft accident, or other casualty, but not rendered untenable, the **Lessee** will make the repairs immediately, at its own cost and expense.

17.B. Extensive Damage. In the event damages as referenced in **Section 17.A** shall be so extensive as to render all or a significant portion of the Premises untenable, but capable of being repaired within one hundred twenty (120) days, the **Lessee** will make the repairs with due diligence, at its sole expense.

17.C. Complete Destruction. In the event the Premises are completely destroyed by fire, explosion, the elements, a public enemy, terrorism, aircraft accident, or other casualty or are so damaged that they are untenable and cannot be replaced within one hundred twenty (120) days, the **Lessee** shall fully restore the Premises within twelve (12) months or, pay to the **Lessor**, the **Lessee**'s insurance payment equal to the replacement value of the Premises prior to the destruction.

ARTICLE 18 - ENVIRONMENTAL REGULATIONS AND GENERAL CONDITIONS

18.A. Hazardous Substances. The term "Hazardous Substance" means any substance:

18.A.1. The presence of which requires or may later require notification, investigation or remediation under any environmental law; or,

18.A.2. That is or becomes defined as a "hazardous waste", "hazardous material", "hazardous substance", "pollutant" or "contaminant" under any environmental law, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601 *et seq.*), the Resource Conservation and Recovery Act (42 U.S.C. § 6901 *et seq.*) and the Code of Federal Regulations thereunder, as said regulations may be amended or renumbered; and including Chapters 376 and 403, *Fla. Stat.*, and the Florida Administrative Rules thereunder, as said regulations may be amended or renumbered; or,

18.A.3. That is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department, commission, board, agency or instrumentality of the United States and/or the State of Florida; or,

18.A.4. The presence of which on the Premises causes or threatens to cause a nuisance on the Premises or to adjacent properties or poses or threatens to pose a hazard to the Premises or to the health or safety of persons on or about the Premises; or,

18.A.5. That contains gasoline, diesel fuel or other petroleum hydrocarbons or volatile organic compounds; or,

18.A.6. That contains polychlorinated biphenyls (PCBs), asbestos or urea formaldehyde foam insulation; or,

18.A.7. That contains or emits radioactive particles, waves or materials, including, without limitation, radon gas.

18.B. General Conditions: Environmental. Notwithstanding any other provisions of this Agreement, and in addition to any and all other requirements of this Agreement or any other covenants, representations or warranties of the **Lessee**, the **Lessee** hereby expressly covenants, warrants and represents to the **Lessor**, in connection with the **Lessee**'s operations on the Premises, the following:

18.B.1. **Lessee** is knowledgeable of all applicable federal, State and local environmental laws, ordinances, rules, regulations and orders, that apply to the **Lessee**'s operations at the Airport and acknowledges that such environmental laws, ordinances, rules, regulations and orders change from time-to-time, and the **Lessee** agrees to keep informed of any such future changes.

18.B.2. **Lessee** agrees to comply with all applicable federal, State and local environmental laws, ordinances, rules, regulations and orders that apply to the **Lessee**'s operations. **Lessee** agrees to hold harmless and indemnify the **Lessor**

for any violation by the **Lessee** of such applicable federal, State and local environmental laws, ordinances, rules, regulations and orders and for any non-compliance by the **Lessee** with any permits issued to the **Lessee** pursuant to such environmental laws, which hold harmless and indemnify shall include but not be limited to, enforcement actions to assess, abate, remediate, undertake corrective measures and monitor environmental conditions and for any monetary penalties, costs, expenses or damages, including natural resource damages, imposed against the **Lessee**, its employees, invitees, suppliers or service providers or the **Lessor** by reason of the **Lessee**'s violation or non-compliance.

18.B.3. **Lessee** agrees to cooperate with any investigation, audit or inquiry by the **Lessor** or any governmental agency, regarding possible violation of any environmental law or regulation upon the Airport premises.

18.B.4. **Lessee** agrees that all remedies of the **Lessor** as provided herein with regard to violation of any federal, State or local environmental laws, ordinances, rules, regulations or orders shall be deemed cumulative in nature and shall survive termination of this Agreement.

18.B.5. **Lessee** agrees that any notice of violation, notice of non-compliance, or other enforcement action of the nature described in **Section 18.B.2** shall be provided to the **Lessor** within twenty-four (24) hours of receipt by the **Lessee** or the **Lessee**'s agent. Any violation or notice of violation or non-compliance with federal, State or local environmental law or ordinance that the **Lessee** fails to rectify within the earlier of thirty (30) days or such applicable provision herein shall be deemed a default under this Agreement. Any such default which is not cured shall be grounds for termination of this Agreement.

18.B.6. In entering this Agreement, the **Lessor** expressly relies on the covenants, representations and warranties of the **Lessee** as stated herein.

18.C. General Conditions: Stormwater.

18.C.1. Notwithstanding any other provisions or terms of this Agreement, the **Lessee** acknowledges that certain properties within the Airport, or on the **Lessor** owned land, are subject to stormwater rules and regulations. **Lessee** agrees to observe and abide by such stormwater rules and regulations as may be applicable to the Premises.

18.C.2. **Lessee** acknowledges that any stormwater discharge permit issued to the **Lessor** may name the **Lessee** as a co-permittee or the **Lessee** may be required to submit a separate Notice of Intent for the Premises before the expiration date of the existing EPA NDPES Stormwater Multi-Sector General Permit (MSGP). The **Lessor** and the **Lessee** both acknowledge that close cooperation is necessary to ensure compliance with any stormwater discharge permit terms and

conditions, as well as to ensure safety and to minimize cost of compliance. The **Lessee** acknowledges further that it may be necessary to undertake actions to minimize the exposure of stormwater to "significant materials" (as such term may be defined by applicable stormwater rules and regulations) generated, stored, handled or otherwise used by the **Lessee** by implementing and maintaining "best management practice" (as such term may be defined in applicable stormwater rules and regulations).

18.C.3. **Lessor** will provide the **Lessee** with written notice of any stormwater discharge permit requirements applicable to the **Lessee** and with which the **Lessee** will be obligated to comply including the submittal of Notice of Intent to the appropriate agency along with a copy to the **Lessor**. **Lessee** may also be required to comply with the following requirements including but not limited to: certification of non-stormwater discharges; collection of stormwater samples; preparation of stormwater pollution prevention or similar plans; implementation of best management practices; and maintenance and submittal of necessary records. In complying with such requirements, the **Lessee** shall observe applicable deadlines set by the regulatory agency that has jurisdiction over the permit. **Lessee** agrees to undertake, as its sole expense, those stormwater permit requirements for which it has received written notice from the regulatory agency and that apply to the Premises, and the **Lessee** agrees that it will hold harmless and indemnify the **Lessor** for any violations or non-compliance with any such permit requirements.

18.D. General Conditions: Solid and Hazardous Waste.

18.D.1. If the **Lessee** is deemed to be a generator of hazardous waste, as defined by federal, State or local law, the **Lessee** shall obtain a generator identification number from the U.S. Environmental Protection Agency ("EPA") and the appropriate generator permit and shall comply with all federal, State and local laws, and any rules and regulations promulgated thereunder, including but not limited to, ensuring that the transportation, storage, handling and disposal of such hazardous wastes are conducted in full compliance with applicable law.

18.D.2. **Lessee** agrees to provide the **Lessor**, within ten (10) days after the **Lessor**'s request, copies of all hazardous waste permit application documentation, permits, monitoring reports, transportation responses, storage and disposal plans and material safety data sheets prepared or issued in connection with the **Lessee**'s use of the Premises.

18.E. Installation of Underground Tanks. **Lessee** shall not be permitted to install underground storage tanks of any kind.

18.F. Environmental Inspection at End of Agreement Term.

18.F.1. At least thirty (30) days, but no more than ninety (90) days, before the expiration of the Term of this Agreement, including renewals or extensions thereto (as provided in **Article 4** herein), the **Lessee**, shall conduct an environmental inspection, examination and audit to be performed within the aforementioned time period. The cost for professional consulting and engineering services required for such audit shall be at the sole cost of the **Lessee**. **Lessee** agrees to pay all associated laboratory and testing fees incurred to test and analyze samples collected during the audit process. If the existence of Hazardous Substances or hazardous waste are detected, the **Lessee** shall immediately take such action as is necessary to clean up the contamination at its own expense, and in accordance with applicable federal, State and local law and the foregoing provisions of this **Article 18**.

18.F.2. If the **Lessor** is unable to lease the Premises during the period of a cleanup, referred to in this Article, due to the environmental condition of the Premises, in addition to any other damages for which the **Lessee** may be liable, the **Lessee** shall be responsible for payment of lost Land Rent or lost use to the **Lessor**.

18.F.3. The firm conducting cleanup work must be approved by the **Lessor**, and the methodology used by such firm shall be consistent with then current engineering practices and methods required by the State of Florida or the United States government and be reasonably acceptable to the **Lessor**.

18.G. Lessor Contamination. Nothing in this **Article 18** shall be construed to make the **Lessee** liable to the **Lessor** in any way for any contamination or release of Hazardous Substances that occurs as a result of the actions of the **Lessor** or any of its employees, agents or contractors.

18.H. Site Contamination. Nothing in this **Article 18** shall be construed to make the **Lessee** liable to the **Lessor** in any way for any contamination or release of Hazardous Substances affecting the Premises that occurs by reason of the migration or flow to the Premises from verifiable or documented offsite contamination that is not attributable in any way whatsoever to the **Lessee**'s activities at or upon the Premises or under this Agreement.

ARTICLE 19 - COMPLIANCE WITH LAWS, REGULATIONS, ORDINANCES, RULES

19.A. **Lessee** and its subcontractors shall at all times comply with all applicable federal, State and local laws and regulations, Airport rules, regulations and operating directives as are now or may hereinafter be prescribed by the **Lessor**, all applicable health rules and regulations and other mandates whether existing or as promulgated from time to time by the federal, State or local government, or the **Lessor** including, but not limited to, permitted and restricted activities, security matters, parking, ingress and egress, environmental and storm water regulations and any other operational matters related to the operation of the Airport. If the **Lessee**, its officers, employees, agents, subcontractors or those under its control shall fail or refuse to comply with said measures and such non-compliance results in a monetary penalty being assessed against the **Lessor**, then, in addition to any other remedies available to the **Lessor**, the **Lessee** shall be responsible and shall reimburse the **Lessor** in the full amount of any such

monetary penalty or other damages. This amount must be paid by the **Lessee** within ten (10) days of written notice.

19.B. Further, where the **Lessee** is a corporation, limited liability company, limited partnership, professional association or any other business entity, whether domestic or foreign, which is required to be registered with the Florida Secretary of State, then the **Lessee** shall be so registered and in good standing at the time of execution of this Agreement and the **Lessee** shall remain current and in good standing with the Florida Secretary of State at all times during this Agreement (including renewals or extensions thereto).

ARTICLE 20 - GOVERNMENTAL INCLUSIONS

20. This Agreement is subordinate to the provisions of the deed and other instruments from the United States of America conveying title to the Airport or otherwise imposing restrictions of record concerning use and operation of the Airport. This Agreement is further governed by all rules, regulations and orders of the Federal Aviation Administration (FAA) including, but not limited to, Compliance Order 5190.6A, as amended from time to time, relative to the operation of surplus airport property which includes the Airport herein.

ARTICLE 21 - NON-EXCLUSIVE

21. Notwithstanding any other provision of this Agreement, it is understood and agreed that the rights granted under this Agreement 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) on other portions of Airport property. Nor shall this Agreement be construed to grant or authorize the granting of an exclusive right within the meaning of 49 U.S.C. § 40103(e) or 49 U.S.C. § 47107(a), as said regulations may be amended or renumbered.

ARTICLE 22 - RIGHT TO DEVELOP AIRPORT

22. It is covenanted and agreed that the **Lessor**, in its sole discretion, reserves the right to further develop or improve the Airport and all landing areas and taxiways.

ARTICLE 23 - RIGHT OF FLIGHT

23.A. **Lessor** reserves, for the use and benefit of the public, a right of flight for the passage of airspace above the surface of the real property owned by the **Lessor**, including the Premises, 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 on Airport.

23.B. **Lessee** expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the Premises to such a height so as to fully comply with all requirements imposed pursuant to 14 C.F.R. Part 77 (Objects Affecting Navigable Airspace), as said regulations may be amended or renumbered. **Lessee** further expressly agrees for

itself, its successors and assigns, to prevent any use of the Premises which adversely affect the operation or maintenance of Airport, or otherwise constitute an Airport hazard.

ARTICLE 24 - RIGHT OF ENTRY

24. **Lessor** shall have the right to enter the Premises for the purpose of periodic inspection of the Premises from the standpoint of safety and health, and monitoring the **Lessee**'s compliance with the terms of this Agreement.

ARTICLE 25 - PROPERTY RIGHTS RESERVED

25. This Agreement shall be subject and subordinate to all the terms and conditions documents under which the **Lessor** acquired the land or improvements thereon, of which said Premises are a part. **Lessee** understands and agrees that this Agreement shall be subordinate to the provisions of any existing or future agreement(s) between the **Lessor** and the United States of America, or any of its agencies, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport, and to any terms or conditions imposed upon the Airport by any other governmental entity.

ARTICLE 26 - SUBORDINATION OF TRUST AGREEMENT

26. This Agreement and all rights of the **Lessee** hereunder are expressly subordinated and subject to the lien and provisions of any pledge, transfer, hypothecation or assignment made (at any time) by the **Lessor** to secure financing. Conflicts between this Agreement and the documents mentioned above shall be resolved in favor of such documents.

ARTICLE 27 - NONDISCRIMINATION / AFFIRMATIVE ACTION

27. **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 so as to fully comply with all 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.

ARTICLE 28 - SIGNS

28. **Lessee** may, at the **Lessee**'s sole expense, erect such exterior signs concerning the **Lessee**'s business, as may conform and comply with all requirements of appropriate governmental authorities including, but not limited to, existing sign ordinances and regulations of Hernando County. The **Lessee** agrees to obtain all necessary permits or licenses with respect to said signs, to maintain said signs in a good state of repair, to save the **Lessor** harmless from any loss, cost or damage as a result of the erection, maintenance, existence or removal of said signs and to repair any damage which may have

been caused by the erection, existence, maintenance or removal of said signs, and providing further that the plan and location for said signs be submitted to and approved by the **Lessor** in writing prior to the erection or alteration thereof. At the end of the term of this Agreement, the **Lessee** agrees to remove, at the **Lessee**'s sole expense, any exterior signs erected during the term of this Agreement and to repair, at the **Lessee**'s sole expense, any damage caused thereby.

ARTICLE 29 - ENJOYMENT

29. **Lessor** represents and warrants that the **Lessee** shall peaceably have, hold and enjoy the Premises during the Term of this Agreement (including renewals and extensions thereto) without hindrance or molestation from the **Lessor** subject, however, to all the terms and provisions hereof and covenants, easements and other encumbrances affecting the Premises.

ARTICLE 30 - ASSIGNMENT AND SUBLETTING

30. **Lessee** may not voluntarily assign this Agreement or sublease the Premises, in whole or in part, without the prior written consent of the **Lessor**, which consent will not be unreasonably withheld, conditioned or delayed; however, in the event of any voluntary assignment (excluding bankruptcy, forfeiture, and foreclosure) or sub-lessee, the **Lessee** agrees that it shall remain jointly and severally liable, together with any assignee or sub-lessee , for the performance of all terms and conditions in this **Agreement** unless otherwise released by the **Lessor** in writing. In determining whether to grant or deny its consent to any assignment or sublease, the Lessor may review and consider the financial capacity and business experience of the proposed assignee or sub-lessee.

ARTICLE 31 - WAIVER OF CLAIM

31. **Lessee** hereby waives any claim against the **Lessor**, and its officers, board members, agents or employees for loss of anticipated profits caused by any suit or proceedings directly or indirectly attacking the validity of this Agreement or any part hereof, or by any judgment or award in any suit or proceeding declaring this Agreement null, void, or voidable, or delaying the same, or any part hereof, from being carried out.

ARTICLE 32 - APPLICABLE LAW; VENUE; ATTORNEY'S FEES

32. This Agreement shall be governed by the laws of Florida and shall be deemed to have been prepared jointly by the **Lessee** and the **Lessor**, and any uncertainty or ambiguity existing herein, if any, shall not be interpreted against either party, but shall be interpreted according to the application of the rules of interpretation for arm's-length agreements. Each party hereto shall bear their own attorneys' fees and costs in the event of any dispute, claim, action or appeal arising out of or related to this Agreement.

ARTICLE 33 - NOTICES AND COMMUNICATIONS

33. All notices or communications whether to the **Lessor** or to the **Lessee** will be considered valid upon receipt by the party addressed to, and shall be addressed as follows:

TO LESSOR: c/o Airport Director, 16110 Aviation Loop Drive, Brooksville, FL 34604; ***and copy to***: County Attorney's Office, 20 Main Street, Suite 462, Brooksville, FL 34601

TO LESSEE: Victoria Foust, 7304 Roayal Oak Drive, Spring Hill, FL, 34607; ***and copy to:***

_____.

or to such other address as either Party may designate in writing by notice to the other party in accordance with the provisions of this Article. If the Notice is sent through the U.S. Mail or private delivery company (*e.g.* FedEx, UPS), a verifiable tracking documentation such as certified receipt or overnight mail tracking receipt shall be used.

ARTICLE 34 - AGENT FOR SERVICE OF PROCESS

34. **Lessee** agrees that service of process may be made against its Florida registered agent, any of its officers or directors, its on-site manager, or its designated representation in **Article 1** hereunder. It is further expressly understood that **Lessee** hereby agrees to the process so served, submits to the jurisdiction of Hernando County courts and waives any and all obligation and protest thereto, any laws to the contrary notwithstanding.

ARTICLE 35 - COMPLETE AGREEMENT; AMENDMENTS; SUPERSEDES

35. This Agreement represents the complete understanding between the Parties, and any prior agreements or representations, whether written or verbal, are hereby superseded. This Agreement may subsequently be amended only by written instrument signed by the Parties hereto. Any and all amendments or modifications to this Agreement shall be in conformity with the provisions herein and shall comport with all laws, regulations, rules and orders regarding the leasing of surplus airport property and including, without limitation, the provisions referenced in **Article 20** herein.

ARTICLE 36 - SEVERABILITY

36. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be declared invalid or deemed unenforceable by a court of competent jurisdiction or superseding law, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law notwithstanding the invalidity of any other term or provision hereof.

ARTICLE 37 - BINDING EFFECT

37. This Agreement and the covenants and conditions contained herein shall be binding upon and inure to the benefit of the **Lessor** and its successors and assigns, and shall be binding upon the **Lessee** and its successors and assigns.

ARTICLE 38 - RECORDING OF LEASE AGREEMENT

38. **Lessor** shall record this Agreement in the public records of Hernando County. The **Lessee** shall pay all recording costs.

ARTICLE 39 - BROKERS

39. **Lessor** shall not be liable for any brokerage fees or commissions except pursuant to a brokerage fee agreement duly signed by the **Lessor**, or the Airport Director as designee, prior to the Effective Date of this Agreement and which agreement shall name or refer to the **Lessee** herein, shall state the brokerage fee or commission and time of payment of such fee or commission, and shall name the broker(s) entitled to such fee or commission (the "Brokerage Agreement"). The Brokerage Agreement shall be attached as an Exhibit hereto. Other than the broker(s) named in the Brokerage Agreement, the parties represent that there are no other brokers involved regarding the negotiation or consummation of this Agreement or of the leased fee herein.

ARTICLE 40 - MISCELLANEOUS

40.A. Wherever used, the singular shall include the plural, the plural the singular, and the use of any gender shall include all genders.

40.B. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

****

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

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 and attested by their duly authorized officers or representatives.

ATTEST:

K & V REAL ESTATE, LLC (LESSEE)

By: Victoria C. Foust MGRM April 16, 07
VICTORIA C.FOUST, Date
MANAGING PARTNER

ATTEST:
SEAL
KAREN NICOLAI
CLERK OF CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA (LESSOR)

By: 4-24-07
JEFF STABINS Date
CHAIRMAN

WITNESS:

CONCURRENCE
HERNANDO COUNTY AVIATION AUTHORITY

By: 4/17/07
STEVEN HELM Date
CHAIRMAN

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:
4/11/07
Geoffrey T. Kirk
Assistant County Attorney

K&V Real Estate Lot 13 AIP.wpd
Print: April 16, 2007 (1:07pm)

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me this 16th day of April, 2007, by Victoria C. Foust, as Managing Partner of K & V Real Estate, LLC, who is personally known to me or who has produced FL DL F230 863 39 7460 as identification.

Janice Crain
(Signature of person taking acknowledgment)

Notary Public State of Florida
Janice Crain
My Commission DD459804
Expires 05/12/2009
(Name typed, printed or stamped)

(Title or rank) (Serial number, if any)

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me this 25th day of April, 2007, by Jeff Stabins, Chairman of the Hernando County Board of County Commissioners, who is personally known to me or who has produced _____ as identification.

Doris N. Cupeles
(Signature of person taking acknowledgment)

NOTARY PUBLIC STATE OF FLORIDA
DORIS N. CUPELES
My Commission DD 534614
EXPIRES: March 30, 2010

Doris N. Cupeles
(Name typed, printed or stamped)

(Title or rank) (Serial number, if any)

EXHIBIT "1"

LEGAL DESCRIPTION OF THE LAND

Lot 13, Hernando County Airport Industrial Park, Unit 1, as recorded in Plat Book 17, Pages 80 - 83, of the Public Records of Hernando County, Florida.

April 16, 2007

MEMORANDUM

TO: ***The Honorable Chairman and Members of the Board of County Commissioners***

VIA: ***Gary Kuhl, County Administrator***

FROM: ***Donald Silvernell, Airport Director***

SUBJECT: ***Lease Agreement/Termination with Dennis and Pamela Wilfong Lots 36 and 37, Airport Industrial Park, Unit I***

Brief Overview: The Hernando County Airport has had a Ground Lease Agreement with Dennis and Pamela Wilfong for Lot 36 of the Airport Industrial Park, Unit I since April 11, 1995 and for Lot 37 of the Airport Industrial Park, Unit 1 since December 3,1991. The Airport has negotiated a new lease with the Wilfong's for Lot 37 utilizing the new lease template as drafted by the County Attorney's Office. The new lease terminates the Wilfong's lease on Lot 36 allowing this lot to be utilized for construction of the new Airport Office Facility currently approved in the Airport's budget and funded in part with a grant from FDOT.

Budget Impact: There will be a $10,534 reduction in the airport budget due to the termination of the Lot 36 lease. The lease payments for lot 37 will remain the same and there are lease payment adjustments scheduled throughout the term of the lease.

Legal Impact: Reviewed and approved for form and sufficiency by the County Attorney's Office.

Recommended It is requested that the Board of County Commissioners approve this new lease with Dennis and Pamela Wilfong for Lot 37 of the Airport Industrial Park, Unit I. It is also requested that the Board of County Commissioners authorize the Chairman's signature on the related document.

Administrative Note:

_____ ***Reviewed*** _____ ***See attached memo***

☐ ***Issue is a quasi-judicial function of the Board and Exparte procedures apply.***

E:\Word\jcrain\bcc\agnIPLot35.doc

CONSENT AGENDA ITEM 5.

Aviation Form GL-1 rev. 2-24-06

GROUND LEASE AGREEMENT

Airport Industrial Park

THIS IS A GROUND LEASE AGREEMENT dated as of ____ day of April, 2007 (the "Agreement") by and between HERNANDO COUNTY a public body corporate existing under the laws of the State of Florida, whose address is 20 N. Main Street, Room 460, Brooksville, FL 34601 (hereinafter referred to as the "**Lessor**" or the "County") and DENNIS WILFONG AND PAMELA WILFONG, individually, whose address is 21033 Violet Road, Brooksville, FL, 34609, (hereinafter referred to as the "**Lessee**"), individually and collectively referred to as the 'Party" or "Parties".

WITNESSETH

WHEREAS, the Hernando County Airport (the "Airport") is subject to the requirements of various federal laws and regulations including, without limitation, the Surplus Property Act of 1944, as amended, the Federal Property and Administrative Services Act of 1949, as amended, and the rules and orders promulgated by the Federal Aviation Administration (the "FAA"); and,

WHEREAS, FAA Compliance Order No. 5190.6A, including but not limited to Chapter 4 thereof, requires that surplus property airports (which includes the Airport herein) generate revenue, income or its functional equivalent to the airport; and,

WHEREAS, pursuant to a directive of Congress, as a surplus airport property, the Airport is subject to compliance review by the FAA and the United States Department of Transportation Inspector General Office; and,

WHEREAS, FAA Compliance regulations require that use of surplus airport property be authorized by a written instrument providing for payment of fair, reasonable and non-discriminatory fees, rentals or other user charges; and,

WHEREAS, all leases at the Airport are further governed by Chapter 3 of the Hernando County Code of Ordinances, as amended from time to time.

NOW THEREFORE, the **Lessor** and the **Lessee** hereby agree as follows:

The above recitals are incorporated herein and made a part hereof.

shall be conclusive evidence against the **Lessee** that the Land was in good and satisfactory condition when possession was so taken.

ARTICLE 3 - PRIVILEGES, USES, EXCLUSIONS AND SERVICES

3.A. **Lessee** shall enjoy the following nonexclusive rights on the Airport subject to the conditions of this Agreement and as further provided below:

* **Lessee** shall use the Premises for light manufacturing, assembly, storage, distribution and associated offices, to conduct other lawful business of the **Lessee**, or other uses as approved by the **Lessor**.

3.B. It is understood and agreed that any other use or occupancy that may now or in the future be proposed for said building(s) or the Land hereunder shall conform to the type of industry or business envisioned by Park restrictions and covenants, the conformance of which shall be determined and approved in advance in writing by the **Lessor** through the Airport Director or his designee.

ARTICLE 4 - TERM AND COMMENCEMENT

4.A. Effective Date. This Agreement shall become binding and effective (the "Effective Date") upon approval and execution by the **Lessee** and the **Lessor**.

4.B. Term. The lease term for this Agreement shall commence on the 1st day of May, 2006 and shall end on the anniversary date fifty (50) years hence (the "Anniversary Date").

4.C. Renewal Options. **Lessee** shall have the option, in its sole discretion and upon giving written notice to the **Lessor** not less than three months prior to the Anniversary Date, to renew this Agreement for up to two (2) additional 20-year terms, provided the **Lessee** has complied with all of the terms and conditions of this Agreement and is not otherwise in default hereunder. At the time of renewal, all other terms and conditions of this Agreement shall remain the same subject to adjustment of Land Rent as provided for in **Sections 6.A.2 and 6.A.3** and adjustment of required insurance coverage as provided for in **Section 16.C** herein. In addition to the foregoing, if at the time of renewal, the Current Fair Market Value has not been attained (by virtue of the 5% cap limitations being applied over one or more years), then the Land Rent shall immediately be adjusted upward to equal the Current Fair Market Value (as defined in **Section 6.A.2** below).

ARTICLE 5 - OBLIGATIONS OF LESSEE

Lessee further covenants and agrees:

5.A. The use and occupancy of the Premises by the **Lessee** shall be without cost or expense to the **Lessor** except as provided herein.

5.B. **Lessee** shall provide adequate utility services to the Premises as determined by the **Lessor**. It is understood and agreed that the **Lessee** shall be responsible for obtaining, at its sole

ARTICLE I - REPRESENTATIVES

1. Designated Representatives. For the purpose of this Agreement, each party designates the following representatives: ***Lessee's Representative*** - **Lessee's** full-time employee or agent that the **Lessee** designates to the **Lessor** in writing, which for contract purposes at this time is Dennis Wilfong or Pamela Wilfong. ***Lessor's Representative*** - the Airport Director or such person that the **Lessor** designates by written notice delivered to the **Lessee**.

ARTICLE 2 - LAND, IMPROVEMENTS AND PREMISES

2.A. **Lessor** leases the real property with a street address of 15470 Flight Path Drive, Brooksville, FL 34604, containing approximately 106,879 gross square feet, more or less, and legally described in **Exhibit "1"** attached hereto and made a part hereof (the "**Land**") to the **Lessee,** and the **Lessee** hereby leases the Land from the **Lessor** pursuant to the terms and conditions in this Agreement.

2.B. Improvements. The existing commercial building located on the **Land** shall hereinafter be referred to as the "Improvements."

2.C. Premises. The **Land** and the Improvements shall hereinafter collectively be referred to as "Premises".

2.D. Survey or Plat. The Lessee accepts the description of the Land as that description contained in Plat Book 17, Pages 80 - 83, of the Public Records of Hernando County, Florida.

2.E. Due Diligence and Inspections. It is responsibility of the **Lessee**, at the **Lessee's** sole expense, to satisfy itself, prior to the execution of this Agreement or as provided herein, as to the condition of the real property subject to this Agreement including, without limitation, permitted land uses, zoning codes, building regulations, height limitations, set backs, applicable building codes, permits, soil conditions, and environmental conditions (the **Lessee**, at the **Lessee's** sole expense, may obtain any environmental tests that it deems necessary including Environmental Phase I or Phase II Reports as part of its due diligence). In connection with any and all inspections performed by or for the **Lessee**, the **Lessee** shall indemnify and hold harmless the **Lessor** for any damage or injury done to the Land, Airport property, or the property of others as a consequence of such inspection(s) and the **Lessee** shall promptly repair or have repaired in good workmanship manner such damage caused.

2.F. No Warranties or Representations. **Lessor** makes no warranties or representations to the **Lessee**, and the **Lessee** agrees the **Lessor** has made no warranty or representation respecting the condition of the **Land**, or applicable zoning laws and regulations, or applicability of the uses contemplated by the **Lessee**, or environmental conditions, or any matters which a survey, prepared pursuant to Chapter 427, *Fla. Stat.*, and Rule Chapter 61G17, *Fla. Admin. Code*, would disclose, or the applicability of any covenants or restrictions of public record, except as otherwise expressly provided herein.

2.G. Acceptance of Land. **Lessee** further acknowledges it has had adequate opportunity to inspect the Land hereunder (as also referenced in **Exhibit "1"**) prior to entering into this **Agreement** or has made adequate provision herein. Accordingly, the taking of possession of the Land by the **Lessee**

expense, any and all utility services, such as electricity, water, sewer or gas needed by the **Lessee** during the period of occupancy. **Lessee** shall pay all charges for providing said utility service and the cost of necessary meters for measuring said utility services.

5.C. **Lessee** agrees, at its sole expense, to maintain the Premises and Improvements thereto, as described herein, in a presentable condition consistent with good business practice and in good repair as of the date this Agreement was executed, normal wear and tear excepted and that it will procure and keep in force during the term of this Agreement all necessary occupational licenses and permits as are required by law for the operation and maintenance of the **Lessee**'s business on the Premises. **Lessee** agrees to keep the Premises mowed and groomed and will not allow the accumulation of materials, parts or other materials on the Premises.

5.D. **Lessee** agrees to conduct its business in a proper and first-class manner at all times. **Lessee** further agrees to operate in harmony with others on the Airport and will at all times operate safely and with a concern for others and in accordance with all covenants and restrictions of public record.

5.E. **Lessee** will provide or cause to be provided all necessary dumpsters or other types of storage receptacles or devices as may be necessary. The piling of boxes, cartons, barrels or similar items in an unsightly manner on or about the Premises shall not be permitted. **Lessee**, at **Lessee's** sole expense, shall cause to be removed from Premises all waste, garbage and rubbish. Further, the **Lessee** agrees not to deposit said waste on any part of the Airport, except in connection with collection or removal. Said waste shall be placed in a location and container approved by the **Lessor**.

5.F. **Lessee** shall neither create nor permit to be caused or created upon the Premises, or elsewhere on the Airport, any obnoxious odor, smoke or noxious gases or vapors. The creation of exhaust fumes by the operation of internal-combustion engines or engines of other types, so long as such engines are maintained and are being operated in a proper manner, shall not be a violation of this Agreement.

5.G. **Lessee** shall not keep or store flammable liquids within any covered and enclosed portion of the Premises in excess of the **Lessee**'s working requirements. Any such liquids having a flash point of less than 110 degrees Fahrenheit shall be kept and stored in safety containers of a type approved by the Underwriters Laboratories.

ARTICLE 6 - RENTALS AND FEES

6.A. **Lessee** shall pay to the **Lessor** the following Land Rent:

6.A.1. Land Rent. **Lessee** shall pay monthly Land Rent (1/12th of annual Land Rent) in advance and without demand, on or before the first day of each month upon commencement of the term of this Agreement pursuant to the schedule below for the first five (5) years and then adjusted, thereafter, as provided for in **Section 6.A.2** herein. Land Rent shall be calculated as ten percent (10.0%) per annum of the then current fair market appraised value for unimproved land within the applicable area or park of the Airport (see **Section 6.A.2** below) and calculated

on a per square foot rate using the gross square footage contained in the Survey (described in **Section 2.D**), or as established by the **Lessor** if no Survey is obtained by the **Lessee**. The parties agree that the gross square footage of the Land for purposes herein is 106,879 square feet.

During the first five years of this Agreement, annual Land Rent shall be at **$.085** per square foot

6.A.2. Adjustment of Land Rent. Beginning in the sixth year, and every fifth year thereafter (i.e. years 6, 11, 16, 21, 26, etc. including renewal and extension periods), the Land Rent shall be adjusted to equal ten percent (10.0%) per annum of the then current fair market appraised value (hereinafter referred to as "Current Fair Market Value"). The Current Fair Market Value shall be based upon the most recent appraisal performed for and paid for by the **Lessor**, but in no event shall said appraisal be older than 18 months (hereinafter referred to as the "Lessor's Appraisal"). The Lessor's Appraisal shall be prepared by a Florida-registered or Florida-licensed appraiser in accordance with the Uniform Standards of Professional Appraisal Practice ("USPAP") and Chapter 475, Part II, *Fla. Stat.* and Rule Chapter 61J1, *Fla. Admin. Code* ("Florida Appraisal Law") as applicable to the Land. Not less than 90 days and not more than 180 days before imposition of the new adjusted rent, the **Lessor** shall advise the **Lessee** in writing (the "Notice") of the new adjusted rent amount. Not later than thirty (30) days from the date of the Notice, the **Lessee** may dispute the new adjusted rent amount by notifying the **Lessor** in writing of such dispute; however, no later than 60 days from the date of the Notice, the **Lessee** shall provide the **Lessor**, at the **Lessee's** sole expense, its appraisal (the "Lessee's Appraisal") performed in accordance with USPAP and Florida Appraisal Law. In the event that there is a five percent (5%) or less difference in the appraised Current Fair Market Value amount between the Lessor's Appraisal and the Lessee's Appraisal, then the Lessor, in the Lessor's sole discretion, may chose either value or may chose a middle value. In the event that there is more than a five percent (5%) difference in appraised Current Fair Market Value amount between the Lessor's Appraisal and the Lessee's Appraisal, then within 15 days of the date of the Lessee's Appraisal, the two appraisers shall communicate as necessary and agree on the name of a third appraiser who shall be a Florida-registered or Florida-licensed appraiser. The Third Appraisal shall be performed in accordance with Florida Appraisal Law and USPAP. The third appraiser may review and utilize the first two appraisals to the extent permitted under USPAP. The cost of the Third Appraisal shall be split evenly between the **Lessor** and the **Lessee** and an appraisal report shall be prepared within 30 days from the date ordered. The Current Fair Market Value amount stated in the Third Appraisal shall be binding on the parties as the new adjusted rent for that five year period. The provisions in this Section shall be the **Lessee's** sole remedy for disputing the new adjusted rent for each and every five year period.

6.A.3. Cap on Adjustment of Land Rent. Notwithstanding **Section 6.A.2**, rent shall not be adjusted more than five percent (5%) in any one year (or adjusted more than twenty five percent (25%) over any five year period). Adjustments in excess of five percent (5%) in any one year shall be carried over to the subsequent year (not to exceed said cap in such year), and each year thereafter until the Current Fair Market Value is attained or a new appraisal is a required (in connection with the subsequent five year period).

6.A.4. Late Rent; Other Fees. Land Rent shall be due monthly as set forth above and shall be due and payable on the first day of each month. A ten percent (10%) penalty will be applied to all rents received after 5:00 p.m. on the tenth (10th) day of the month. The **Lessee** is separately responsible for all applicable taxes, sales taxes, late fees, special assessments, charges, other fees and penalties.

6.B. In addition to the Land Rent in **Section 6.A**, the **Lessee** shall pay the **Lessor** an Annual Fee of five hundred dollars ($500) relating to the cost, operation and maintenance of the common areas of the Airport. This Annual Fee shall be paid to the Lessor in equal monthly installments (1/12th of the Annual Fee) at the time the Land Rent is paid . The Lessor reserves the right to adjust this fee every five (5) years; provided, however, that any adjustment shall not exceed five (5%) percent of the preceding period.

ARTICLE 7 - LEASEHOLD MORTGAGE AND SECURITY AGREEMENT

7.A. **Lessor** hereby grants permission to the **Lessee** to execute and deliver unto _____ [name of financial institution] a Leasehold Mortgage and Security Agreement pledging this Agreement, and the buildings and attendant facilities, excluding fixed **Lessor** property, erected upon the Land, as security for said loan, as contemplated by this Section.

Lessor agrees that, in the event that the **Lessee** shall pledge this Agreement pursuant to the terms of a Leasehold Mortgage and Security Agreement, then the **Lessor**, so long as said Leasehold Mortgage and Security Agreement remains outstanding and has not been satisfied of record, will not enter into any agreement with the **Lessee** purporting to change, modify, amend or terminate this Agreement without the mortgagee's joinder and prior consent, which consent shall not be unreasonably withheld as to any non-material change, modification or amendment. The **Lessor** agrees that any attempted change, modification, amendment or mutual termination between the **Lessor** and the **Lessee** without the mortgagee's joinder and prior written consent shall be void and of no force or effect. However, in no event shall the **Lessee** enter into any Leasehold Mortgage or Security Agreement for a duration longer than the Anniversary Date of this Agreement.

In the event that the **Lessee** shall pledge this Agreement pursuant to a Leasehold Mortgage and Security Agreement as herein provided, then the **Lessor** agrees that if and when the **Lessor** notifies the **Lessee** of a default or claim of default by the **Lessee** under this Agreement, **Lessor** shall send a copy of the written notice or a written explanation of any oral notice concurrently therewith to the mortgagee, at an address certified to the **Lessor** in writing by said mortgagee upon the granting of said Leasehold Mortgage and Security Agreement. The mortgagee shall be permitted to remedy any such default or claimed default

specified in the notice within an equal period of time, commencing on the date mortgagee receives or is deemed to have received such notice, as the **Lessee** would be permitted to remedy same pursuant to this Agreement. Notwithstanding the foregoing provisions of this paragraph, said mortgagee shall have a minimum of thirty (30) days after its receipt of the notice to remedy the default. The **Lessor** further agrees that in the event that **Lessee** pledges the Agreement pursuant to a Leasehold Mortgage and Security Agreement, then should said mortgagee, or a purchaser at a foreclosure sale, acquire the **Lessee's** interest under this Agreement, through foreclosure or otherwise, the **Lessor** shall recognize said mortgagee, or such purchaser, as the lessee or tenant under this Agreement and shall accept performance by said mortgagee or purchaser under this Agreement provided that said mortgagee or purchaser agrees to be bound by the terms and conditions for the rest of the unexpired term of this Agreement or that the **Lessor**, mortgagee or purchaser can reach mutual agreement on any changes to the terms of this Agreement. The **Lessor** further agrees that in the event that the **Lessee** shall hereafter file for protection under the bankruptcy laws of the United States and shall reject or otherwise terminate this Agreement, the **Lessor** shall enter into a new ground lease on the exact same terms and conditions as this Agreement with the mortgagee, but only to the extent of the original terms of this Agreement. It is further understood and agreed that the Leasehold Mortgage and Security Agreement described herein and in favor of the named mortgagee shall be the only mortgage, pledge or encumbrance permitted on the Land absent prior written consent of the **Lessor**, which consent the **Lessor** may withhold for any reason or no reason.

7.B. The mortgagee named above shall be a bona fide federal or state chartered financial institution insured through the Federal Deposit Insurance Corporation.

7.C. The parties further understand and agree that any requests for the **Lessor** (County) to subordinate in any manner or form its position relative to, or any rights under, this Agreement shall be in the sole discretion of the County; and the County reserves the right to refuse requests for "subordination" for any reason or no reason. Notwithstanding anything in this Article, in no event shall the County, as a political subdivision of the State of Florida, give, lend, pledge or use its taxing powers or credit to any corporation, association, partnership or person in connection with or furtherance of this Agreement.

ARTICLE 8 - MAINTENANCE OBLIGATIONS OF LESSOR

8. **Lessor's** maintenance obligations shall be limited to normal and ordinary maintenance of the Airport common areas.

ARTICLE 9 - MAINTENANCE OBLIGATIONS OF LESSEE

9.A. General Obligations. **Lessee** shall be obligated to maintain the Premises and every part thereof in good appearance, repair and safe condition, consistent with good business practices, whether installed by the **Lessor** or the **Lessee**, such maintenance shall be without cost to the **Lessor**. Such maintenance shall include, but not be limited to, the scheduled maintenance of the Premises listed in **Section 9.B**. **Lessee** shall repair all damages to the Premises caused by its employees, patrons or its operations thereon. All such maintenance, repair and replacements shall be of a quality equal to the original in materials and workmanship. All paint colors shall be submitted to and approved in writing by the Airport Director prior to any exterior painting.

9.B. Required Scheduled Maintenance to Premises. In addition to the **Lessee**'s maintenance obligations included in this Agreement, the **Lessee** further agrees to maintain, at a minimum, certain components (singular use shall not limit the **Lessee**'s obligations herein where buildings or the parts thereof exist in the plural) of the Premises according to the following maintenance schedule: **(1)** Building Exterior. Buildings' exteriors inspected annually. Mildew, staining, dirt, cobwebs, etc., cleaned as needed. **(2)** Landscaping. The landscaping shall be maintained in a manor consistent with good horticultural practices, and free of unsightly conditions. **(3)** Electrical Service and HVAC. Keep area free of debris and foreign objects at all times. **(4)** Parking Lots. Clean, sweep, remove oil and debris, repair and stripe, on a routine basis.

9.C. Condition of Premises at End of Term. In addition to manufacturer's recommended scheduled maintenance and the provisions in **Section 9.B** above, the **Lessee** shall maintain the Premises whereas at the end of the term of this Agreement said condition of the Premises shall be in a good state of repair and comply with the following conditions: **(1)** The Roofs shall be free of any leaks; **(2)** The HVACs system shall cool and heat properly; **(3)** The exterior paint shall be free of unsightly conditions; and **(4)** The interior of the Premises shall be painted within one year prior to the termination of this Agreement.

9.D. Failure to Repair and Maintain Premises. If the **Lessee** fails to perform the **Lessee**'s maintenance responsibilities, the **Lessor** shall have the right, but not the obligation, to perform such maintenance responsibilities, provided the **Lessor** has first, in any situation not involving an emergency, by written notice to the **Lessee**, delivered in accordance with **Article 33**, afforded the **Lessee** a period within which to correct the failure of thirty (30) days, or of such longer duration as may be reasonably required to rectify the failure through the exercise of prompt, diligent and continuous effort said extension must be approved by the **Lessor**. All costs incurred by the **Lessor** in performing the **Lessee**'s maintenance responsibility, plus a fifteen percent (15%) administrative charge, shall be paid by the **Lessee** within thirty (30) days of receipt of billing therefore. Failure of the **Lessee** to pay within thirty (30) days after receipt of the **Lessor**'s notice of delinquency shall be deemed a condition of default. The **Lessor** retains the right, after giving reasonable advance notice to the **Lessee**, to enter upon the Land to repair any utilities thereon that serve any areas, including the **Lessee**'s Premises. **Lessor** shall endeavor to use commercially reasonable efforts to minimize interference or disruption to the **Lessee**'s operations.

ARTICLE 10 - FUTURE IMPROVEMENTS AND ALTERATIONS BY LESSEE

10.A. Written Approval. The **Lessee** shall make no further improvements or alterations whatsoever to the Premises without the prior written approval of the **Lessor**, which consent shall not be unreasonably withheld, provided, however, that such improvements do not conflict with the current use and future development of the Airport and that such alterations or fixed leasehold improvements shall be commenced only after plans and specifications thereof have been submitted to and approved in writing by the **Lessor**, and the **Lessee** has obtained the required building permits. Within thirty (30) days after receipt by the **Lessor** of the **Lessee**'s plans and specifications, the **Lessor** shall inform the **Lessee** that the plans are either approved, approved subject to certain stated conditions and changes; or not approved. The **Lessor**'s failure to either approve or disapprove the **Lessee**'s plans and specifications within thirty (30) business days after the **Lessee** delivers written notice to the **Lessor** that the **Lessor** has not acted within the thirty (30) day period described above will constitute the **Lessor** approval of the **Lessee**'s plans and specifications.

10.B. Conditions. If the **Lessee**'s request for approval to make improvements or alterations is permitted pursuant to **Section 10.A** (whether by express grant of the **Lessor** or by estoppel), the following conditions shall apply: **(1) Lessee** shall obtain all required permits and licenses necessary under, and shall comply with applicable zoning laws, building codes and other laws or regulations of all appropriate governing entities, including the Federal, State and County, applicable to the construction or installation of approved improvements or alterations.; **(2) Lessee** agrees that all construction shall conform to the general architectural and construction requirements of the Florida Building Code, as may be amended, from time to time, as well as the development standards and ordinances of Hernando County; **(3) Lessee** agrees to hire only licensed contractors and subcontractors and to indemnify the **Lessor** in the event of any loss or damage resulting from work performed on the Premises by its contractors and subcontractors; **(4) Lessee** shall comply with all then current building, permitting and licensing requirements; **(5) Lessee** covenants and agrees to accept and pay all costs necessary to complete the approved alterations or improvements; and **(6) Lessee** agrees to be solely responsible for any damage (other than normal wear and tear) resulting from the removal by the **Lessee** of its personal property or signs.

ARTICLE 11 - SURRENDER OF PREMISES

11. Upon the expiration date or earlier termination of this Agreement, the **Lessee** shall quit and surrender the Land together with all Improvements, Alterations and equipment at any time made or installed in, upon or to the Land, and together with all keys and combinations to all locks, and excepting all personal property and trade fixtures installed at the **Lessee**'s expense. The **Lessee** agrees to repair any damage caused by the removal of the **Lessee**'s personal property or trade fixtures. If the **Lessee** fails to remove any personal property or trade fixtures, said property shall, at **Lessor**'s sole discretion, be deemed abandoned and become the property of the **Lessor**, or the **Lessor** shall have the right to remove and store such property at the expense of the **Lessee** without further notice to the **Lessee**, and hold the **Lessee** responsible for any and all charges and expenses incurred by the **Lessee** therefor. All expenses incurred by the **Lessor** in the removal and storage of the **Lessee**'s personal property or trade fixtures shall be reimbursed by the **Lessee** on demand as Additional Rent. The provisions of this Section shall survive the expiration date or earlier termination of this Agreement.

ARTICLE 12 - EVENTS OF DEFAULT AND REMEDIES

12.A. Events of Default. The occurrence of any one or more of the following events shall constitute a default on the part of the **Lessee**: **(1)** the **Lessee** fails to pay when due any rental (including Land Rent and Additional Rent) or any other sum of money payable hereunder within ten days after such rental or payment is due; **(2)** the conduct of any business or performance of any acts at the Airport not specifically authorized in this Agreement or by other agreements between the **Lessor** and the **Lessee**, and the **Lessee's** failure to discontinue that business or those acts within thirty (30) days of receipt by the **Lessee** of the **Lessor**'s written notice to cease said business or acts; **(3)** the **Lessee** breaches or fails to comply with any other term, provision, covenant or condition of this Agreement and such breach or failure shall continue for a period of thirty (30) days or more after written notice thereof from the **Lessor**; **(4)** the **Lessee** transfers, assigns, or sublets this Agreement, in whole or part, other than as provided for in **Article 30** herein; **(5)** the **Lessee** mortgages, pledges or encumbers the Premises, in whole or part, or this Agreement, other than as expressly provided for in this Agreement or upon prior written consent of the **Lessor**; **(6)** the **Lessee** abandons, deserts or vacates the Premises; **(7)** the divestiture of the **Lessee's**

estate herein by operation of law, by dissolution or by liquidation (not including a merger or sale of assets); or **(8)** a receiver, custodian or trustee is appointed to take possession of all or substantially all of the assets of the **Lessee**, or an assignment is made by **Lessee** for the benefit of its creditors, or any action is taken or suffered by the **Lessee** under any insolvency, bankruptcy or reorganization act. Any or all of the foregoing shall hereinafter be referred to as "Events of Default".

12.B. Lessor's Remedies. Upon the occurrence of any of the above Events of Default, the **Lessor** shall have the option to perform any one or more of the following, in addition to, and not in limitation of, any other remedy or right permitted by law or in equity: **(1)** the **Lessor** may at once or any time thereafter, without notice to the **Lessee** or any other person, re-enter and repossess the Premises and remove all persons and effects therefrom, using such forces as may be needed without being deemed guilty in any manner of trespass or forcible entry or detainer; **(2)** the **Lessor** may at once or any time thereafter, without notice to the **Lessee** or any other person, re-enter the Premises and cure, correct or repair any condition which shall constitute a failure on the **Lessee**'s behalf to keep, observe, perform, satisfy or abide by any term, condition, covenant, agreement or obligation of this Agreement or any alteration, amendment, change or addition thereto, and the **Lessee** shall fully reimburse and compensate the **Lessor** upon demand for any costs and expenses incurred in connection with such cure, correction or repair, which sums shall be deemed to be Additional Rent hereunder; **(3)** the **Lessor** may at once or any time thereafter either declare this Agreement to be terminated without prejudice to any and all rights which the **Lessor** may have against the **Lessee** for rents, damages or breach of this Agreement, or attempt to relet the Premises on such terms as the **Lessor** shall determine. In the event the **Lessor** relets the Premises, such reletting shall not be considered as a surrender or acceptance back of the Premises or a termination of this Agreement, and the **Lessee** shall pay the **Lessor** any deficiency between the amount received, if any, from such reletting after such amount is applied first to **Lessor**'s expenses in connection with re-entry, taking possession and reletting, including brokerage fees and commissions, alterations and redecorating as the **Lessor** may deem appropriate to prepare the Premises for reletting, and the amount of Land Rent, Additional Rent and other fees payable by the **Lessee** hereunder. The **Lessee** hereby waives the service of any notice of intention to terminate this Agreement or to re-enter the Premises, and waives the service of any demand for payment of rent or repossession. The **Lessee** further waives any and all rights of redemption granted by or under any present or future laws in the event of the tenant being evicted or dispossessed for any cause, or in the event of the **Lessor** obtaining possession of the Premises by reason of the violation by the **Lessee** of any of the covenants and conditions of this Agreement or otherwise.

12.C. Continuing Responsibilities of Lessee. Notwithstanding the occurrence of any Events of Default, the **Lessee** shall remain liable to the **Lessor** for all payments payable hereunder and for all preceding breaches of any covenant of this Agreement. Furthermore, unless the **Lessor** elects to cancel this Agreement pursuant to **Section 12.B**, the **Lessee** shall remain liable for and promptly pay any and all payments accruing hereunder until such time as this Agreement has been duly canceled. No retaking of possession of the Premises by the **Lessor** (under **Section 12.B** above) shall be construed as an election on its part to terminate this Agreement, unless a written notice of such intention be given to the **Lessee**, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any payments or other moneys due to the **Lessor** hereunder, or of any damages accruing to the **Lessor** by reason of the violations of any of the terms, provisions, and covenants herein contained. **Lessor**'s acceptance of payments or other moneys following any event of default hereunder shall not be construed as the

Lessor's waiver of such event of default unless the event of default is the delinquency in the payment of the amount accepted. No forbearance by the **Lessor** of action upon any violation or breach of any of the terms, provisions and covenants herein contained shall be deemed or construed to constitute a waiver of the terms, provisions and covenants herein contained. Forbearance by the **Lessor** to enforce one or more of the remedies herein provided upon an Event of Default shall not be deemed or construed to constitute a waiver of any such remedy. It is agreed by the Parties that losses or damages that the **Lessor** may suffer by reason of termination of this Agreement, or the deficiency from any reletting as provided for above, shall include the expense of repossession or reletting, any unpaid amounts for construction of improvements, and any repairs or remodeling undertaken by the **Lessor** following repossession.

12.D. Lessee's Remedies. **Lessee** may, in its option, terminate this Agreement and all of its obligations hereunder, if the **Lessee** is not in default in the payment of any payments or other charges to the **Lessor** or in breach of any of the provisions of this Agreement, and only upon or after the happening of any of the following events: **(1)** the inability of the **Lessee** to use Airport for a period of longer than ninety (90) consecutive days due to war, terrorism, disaster or Act of God; **(2)** the issuance of any order, rule or regulation by a competent governmental authority or court having jurisdiction over this Agreement, preventing the **Lessee** from operating its business for a period of ninety (90) consecutive days, provided, however that such inability or such order, rule or regulation is not due to any fault of the **Lessee**.

12.E. Time of the Essence. Time is of the essence of this Agreement.

ARTICLE 13 - NO LIENS

13. **Lessee** shall pay for all labor done or materials furnished in the repair, replacement, development or improvement of the Premises by the **Lessee**, and shall keep said Premises and the **Lessee**'s possessory interest therein free and clear of any lien or encumbrance of any kind whatsoever created by the **Lessee**'s act or omission (excluding any Leasehold Mortgage and Security pursuant to **Article 7** herein). **Lessee**'s Personal Property is not subject to this provision.

ARTICLE 14 - TAXES AND FEES

14. **Lessee** shall timely pay applicable sales, use, intangible and ad valorem taxes of any kind, against the Premises, the real property and any improvements thereto or leasehold estate created herein, or which result from the **Lessee**'s occupancy or use of the Premises, whether levied against the **Lessee** or the **Lessor**. In this regard, **Lessor** will attempt to cause the appropriate taxing authorities to send the applicable tax bills directly to the **Lessee** and the **Lessee** shall remit payment directly to such authorities, and to the extent that such notices are sent to the **Lessor**, the **Lessor** agrees to immediately forward same to the **Lessee**. Additionally, **Lessee** shall timely pay any and all other taxes, assessments and fees (including, without limitation, Hernando County Fire Rescue assessment fees) against the Premises or leasehold estate created herein or any part thereof. **Lessee** may reserve the right to contest such other taxes or assessments and withhold payment of such taxes upon written notice to the **Lessor** of its intent to do so, so long as the nonpayment of such taxes does not result in a lien against the real property or any improvements thereon or a direct liability on the part of the **Lessor**. The **Lessee's** failure

to timely pay its taxes, assessments, and fees hereunder shall be deemed a material breach of this Agreement.

ARTICLE 15 - INDEMNIFICATION

15.A. **Lessee** agrees to protect, defend, reimburse, indemnify and hold the **Lessor**, its agents, employees and officers and each of them forever, free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages (including reasonable attorney fees) and causes of action of every kind and character (this is to the extent allowed by law, and except to the extent caused by the **Lessor**'s gross negligence or intentional misconduct) by reason of any damage to property, or the environment (including, without limitation, any contamination of Airport property, such as the soil or storm water, or by fuel, gas, chemicals or any Hazardous Substances as defined in **Section 18.A**, or as may be redefined by the appropriate regulatory agencies in the future), or bodily injury (including death) incurred or sustained by any party hereto, any agent or employee of any party hereto, or any other person whomsoever, or any governmental agency, arising out of or incident to or in connection with the **Lessee**'s performance under this Agreement, the **Lessee**'s use or occupancy of the Premises, the **Lessee**'s acts, omissions or operations hereunder or the performance, non-performance or purported performance of this Agreement or any breach of the terms of this Agreement. **Lessee** recognizes the broad nature of this indemnification and hold harmless clause, and voluntarily makes this covenant and expressly acknowledges the receipt of Ten Dollars ($10.00) and such other good and valuable consideration provided by the **Lessor** in support of this indemnification in accordance with laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with the insurance requirements herein shall not relieve the **Lessee** of its liability or obligation to indemnify the **Lessor** as set forth in this Article.

15.B. Notwithstanding anything to the contrary in the foregoing or within this Agreement, the **Lessor** shall not relinquish or waive any of its rights as a sovereign local government and the **Lessor** reserves all rights and defenses under applicable sovereign immunity law.

ARTICLE 16 - INSURANCE

16.A. General Insurance Terms and Conditions. In the event the **Lessee** becomes in default of the following requirements, the **Lessor** reserves the right to take whatever actions deemed necessary to protect its interests. All insurance herein shall have a Best's Rating of "A" or better.

16.B. Minimum Coverage Requirements. **Lessee** shall maintain the following minimum limits and coverages uninterrupted or amended through the life of this agreement as set forth below:

16.B.1. Workers' Compensation/Employer's Liability. The minimum limits of insurance (inclusive of any amount provided by an umbrella or excess policy) shall be no less than the "Statutory" requirement for Part One.

16.B.2. Liability Insurance. Coverage shall be provided for liability resulting out of, or in connection with, ongoing operations performed by, or on behalf of, the **Lessee** under this Agreement or the use or occupancy of the Premises by, or on behalf

of, the **Lessee** in connection with this Agreement. The minimum limits of liability insurance covering the **Lessee** under this Agreement shall be no less than $1,000,000 and the Hernando County Board of County Commissioners shall be listed as an additional insured on an endorsement to all policies under this provision.

16.B.3. Property Insurance. This insurance shall cover any existing or hereafter constructed (including while under construction) buildings, structures, or any other improvements to the Land leased, rented or otherwise demised by the **Lessor** to the **Lessee** under this Agreement. Property insurance shall at all times be maintained in such amount to adequately cover the replacement cost of all buildings, structures and improvements located on the Land. The Hernando County Board of County Commissioners shall be listed as an additional insured on all policies hereunder.

16.B.4. Business Interruption Insurance. **Lessee**, at its option and sole expense, may obtain business interruption or rental insurance to cover its loss for any period that the Premises may be wholly or partially untenable or otherwise unusable hereunder; however, in no event shall the **Lessor** be responsible to pay, credit, or set off such sums or any Land Rent hereunder in the event the Premises become untenable or otherwise unusable for any reason whatsoever.

16.C. Evidence of Insurance. The **Lessee** shall deliver to the **Lessor** all certificates or binders, together with the required endorsements, evidencing the existence of the insurance upon execution of this Agreement and shall be obligated to provide evidence of continuing coverage throughout the term of this Agreement. The insurance binder shall provide that the insurance carrier shall notify the Lessor twenty (20) days prior to the date of expiration of coverage thereunder. The **Lessee** shall notify the Lessor in writing a minimum of twenty (20) days in advance in the event of future insurability cancellation.

16.D. Periodic Review of Coverage Limits. Beginning in year six (6), and every five years thereafter, the **Lessor**, in its sole discretion, may review and adjust the required coverage limits set forth in **Section 16.B**; however, in no event may the **Lessor** increase required coverage in excess of one hundred and twenty five percent (125%) of the preceding five-year period.

ARTICLE 17 - DAMAGE OR DESTRUCTION OF PREMISES

17.A. Partial Damage. In the event all or a portion of the Premises are partially damaged by fire, explosion, the elements, a public enemy, terrorism, aircraft accident, or other casualty, but not rendered untenable, the **Lessee** will make the repairs immediately, at its own cost and expense.

17.B. Extensive Damage. In the event damages as referenced in **Section 17.A** shall be so extensive as to render all or a significant portion of the Premises untenable, but capable of being repaired within one hundred twenty (120) days, the **Lessee** will make the repairs with due diligence, at its sole expense.

17.C. Complete Destruction. In the event the Premises are completely destroyed by fire, explosion, the elements, a public enemy, terrorism, aircraft accident, or other casualty or are so damaged that they are untenable and cannot be replaced within one hundred twenty (120) days, the **Lessee** shall fully restore the Premises within twelve (12) months or, pay to the **Lessor**, the **Lessee**'s insurance payment equal to the replacement value of the Premises prior to the destruction.

ARTICLE 18 - ENVIRONMENTAL REGULATIONS AND GENERAL CONDITIONS

18.A. Hazardous Substances. The term "Hazardous Substance" means any substance:

18.A.1. The presence of which requires or may later require notification, investigation or remediation under any environmental law; or,

18.A.2. That is or becomes defined as a "hazardous waste", "hazardous material", "hazardous substance", "pollutant" or "contaminant" under any environmental law, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601 *et seq.*), the Resource Conservation and Recovery Act (42 U.S.C. § 6901 *et seq.*) and the Code of Federal Regulations thereunder, as said regulations may be amended or renumbered; and including Chapters 376 and 403, *Fla. Stat.*, and the Florida Administrative Rules thereunder, as said regulations may be amended or renumbered; or,

18.A.3. That is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department, commission, board, agency or instrumentality of the United States and/or the State of Florida; or,

18.A.4. The presence of which on the Premises causes or threatens to cause a nuisance on the Premises or to adjacent properties or poses or threatens to pose a hazard to the Premises or to the health or safety of persons on or about the Premises; or,

18.A.5. That contains gasoline, diesel fuel or other petroleum hydrocarbons or volatile organic compounds; or,

18.A.6. That contains polychlorinated biphenyls (PCBs), asbestos or urea formaldehyde foam insulation; or,

18.A.7. That contains or emits radioactive particles, waves or materials, including, without limitation, radon gas.

18.B. General Conditions: Environmental. Notwithstanding any other provisions of this Agreement, and in addition to any and all other requirements of this Agreement or any other covenants, representations or warranties of the **Lessee**, the **Lessee** hereby expressly covenants, warrants and represents to the **Lessor**, in connection with the **Lessee**'s operations on the Premises, the following:

18.B.1. **Lessee** is knowledgeable of all applicable federal, State and local environmental laws, ordinances, rules, regulations and orders, that apply to the **Lessee**'s operations at the Airport and acknowledges that such environmental laws, ordinances, rules, regulations and orders change from time-to-time, and the **Lessee** agrees to keep informed of any such future changes.

18.B.2. **Lessee** agrees to comply with all applicable federal, State and local environmental laws, ordinances, rules, regulations and orders that apply to the **Lessee**'s operations. **Lessee** agrees to hold harmless and indemnify the **Lessor** for any violation by the **Lessee** of such applicable federal, State and local environmental laws, ordinances, rules, regulations and orders and for any non-compliance by the **Lessee** with any permits issued to the **Lessee** pursuant to such environmental laws, which hold harmless and indemnify shall include but not be limited to, enforcement actions to assess, abate, remediate, undertake corrective measures and monitor environmental conditions and for any monetary penalties, costs, expenses or damages, including natural resource damages, imposed against the **Lessee**, its employees, invitees, suppliers or service providers or the **Lessor** by reason of the **Lessee**'s violation or non-compliance.

18.B.3. **Lessee** agrees to cooperate with any investigation, audit or inquiry by the **Lessor** or any governmental agency, regarding possible violation of any environmental law or regulation upon the Airport premises.

18.B.4. **Lessee** agrees that all remedies of the **Lessor** as provided herein with regard to violation of any federal, State or local environmental laws, ordinances, rules, regulations or orders shall be deemed cumulative in nature and shall survive termination of this Agreement.

18.B.5. **Lessee** agrees that any notice of violation, notice of non-compliance, or other enforcement action of the nature described in **Section 18.B.2** shall be provided to the **Lessor** within twenty-four (24) hours of receipt by the **Lessee** or the **Lessee**'s agent. Any violation or notice of violation or non-compliance with federal, State or local environmental law or ordinance that the **Lessee** fails to rectify within the earlier of thirty (30) days or such applicable provision herein shall be deemed a default under this Agreement. Any such default which is not cured shall be grounds for termination of this Agreement.

18.B.6. In entering this Agreement, the **Lessor** expressly relies on the covenants, representations and warranties of the **Lessee** as stated herein.

18.C. General Conditions: Stormwater.

18.C.1. Notwithstanding any other provisions or terms of this Agreement, the **Lessee** acknowledges that certain properties within the Airport, or on the **Lessor** owned land, are subject to stormwater rules and regulations. **Lessee** agrees to observe

and abide by such stormwater rules and regulations as may be applicable to the Premises.

18.C.2. **Lessee** acknowledges that any stormwater discharge permit issued to the **Lessor** may name the **Lessee** as a co-permittee or the **Lessee** may be required to submit a separate Notice of Intent for the Premises before the expiration date of the existing EPA NDPES Stormwater Multi-Sector General Permit (MSGP). The **Lessor** and the **Lessee** both acknowledge that close cooperation is necessary to ensure compliance with any stormwater discharge permit terms and conditions, as well as to ensure safety and to minimize cost of compliance. The **Lessee** acknowledges further that it may be necessary to undertake actions to minimize the exposure of stormwater to "significant materials" (as such term may be defined by applicable stormwater rules and regulations) generated, stored, handled or otherwise used by the **Lessee** by implementing and maintaining "best management practice" (as such term may be defined in applicable stormwater rules and regulations).

18.C.3. **Lessor** will provide the **Lessee** with written notice of any stormwater discharge permit requirements applicable to the **Lessee** and with which the **Lessee** will be obligated to comply including the submittal of Notice of Intent to the appropriate agency along with a copy to the **Lessor**. **Lessee** may also be required to comply with the following requirements including but not limited to: certification of non-stormwater discharges; collection of stormwater samples; preparation of stormwater pollution prevention or similar plans; implementation of best management practices; and maintenance and submittal of necessary records. In complying with such requirements, the **Lessee** shall observe applicable deadlines set by the regulatory agency that has jurisdiction over the permit. **Lessee** agrees to undertake, as its sole expense, those stormwater permit requirements for which it has received written notice from the regulatory agency and that apply to the Premises, and the **Lessee** agrees that it will hold harmless and indemnify the **Lessor** for any violations or non-compliance with any such permit requirements.

18.D. General Conditions: Solid and Hazardous Waste.

18.D.1. If the **Lessee** is deemed to be a generator of hazardous waste, as defined by federal, State or local law, the **Lessee** shall obtain a generator identification number from the U.S. Environmental Protection Agency ("EPA") and the appropriate generator permit and shall comply with all federal, State and local laws, and any rules and regulations promulgated thereunder, including but not limited to, ensuring that the transportation, storage, handling and disposal of such hazardous wastes are conducted in full compliance with applicable law.

18.D.2. **Lessee** agrees to provide the **Lessor**, within ten (10) days after the **Lessor**'s request, copies of all hazardous waste permit application documentation, permits, monitoring reports, transportation responses, storage and disposal plans and

material safety data sheets prepared or issued in connection with the **Lessee**'s use of the Premises.

18.E. Installation of Underground Tanks. **Lessee** shall not be permitted to install underground storage tanks of any kind.

18.F. Environmental Inspection at End of Agreement Term.

18.F.1. At least thirty (30) days, but no more than ninety (90) days, before the expiration of the Term of this Agreement, including renewals or extensions thereto (as provided in **Article 4** herein), the **Lessee**, shall conduct an environmental inspection, examination and audit to be performed within the aforementioned time period. The cost for professional consulting and engineering services required for such audit shall be at the sole cost of the **Lessee**. **Lessee** agrees to pay all associated laboratory and testing fees incurred to test and analyze samples collected during the audit process. If the existence of Hazardous Substances or hazardous waste are detected, the **Lessee** shall immediately take such action as is necessary to clean up the contamination at its own expense, and in accordance with applicable federal, State and local law and the foregoing provisions of this **Article 18**.

18.F.2. If the **Lessor** is unable to lease the Premises during the period of a cleanup, referred to in this Article, due to the environmental condition of the Premises, in addition to any other damages for which the **Lessee** may be liable, the **Lessee** shall be responsible for payment of lost Land Rent or lost use to the **Lessor**.

18.F.3. The firm conducting cleanup work must be approved by the **Lessor**, and the methodology used by such firm shall be consistent with then current engineering practices and methods required by the State of Florida or the United States government and be reasonably acceptable to the **Lessor**.

18.G. Lessor Contamination. Nothing in this **Article 18** shall be construed to make the **Lessee** liable to the **Lessor** in any way for any contamination or release of Hazardous Substances that occurs as a result of the actions of the **Lessor** or any of its employees, agents or contractors.

18.H. Site Contamination. Nothing in this **Article 18** shall be construed to make the **Lessee** liable to the **Lessor** in any way for any contamination or release of Hazardous Substances affecting the Premises that occurs by reason of the migration or flow to the Premises from verifiable or documented offsite contamination that is not attributable in any way whatsoever to the **Lessee**'s activities at or upon the Premises or under this Agreement.

ARTICLE 19 - COMPLIANCE WITH LAWS, REGULATIONS, ORDINANCES, RULES

19.A. **Lessee** and its subcontractors shall at all times comply with all applicable federal, State and local laws and regulations, Airport rules, regulations and operating directives as are now or may

hereinafter be prescribed by the **Lessor**, all applicable health rules and regulations and other mandates whether existing or as promulgated from time to time by the federal, State or local government, or the **Lessor** including, but not limited to, permitted and restricted activities, security matters, parking, ingress and egress, environmental and storm water regulations and any other operational matters related to the operation of the Airport. If the **Lessee**, its officers, employees, agents, subcontractors or those under its control shall fail or refuse to comply with said measures and such non-compliance results in a monetary penalty being assessed against the **Lessor**, then, in addition to any other remedies available to the **Lessor**, the **Lessee** shall be responsible and shall reimburse the **Lessor** in the full amount of any such monetary penalty or other damages. This amount must be paid by the **Lessee** within ten (10) days of written notice.

19.B. Further, where the **Lessee** is a corporation, limited liability company, limited partnership, professional association or any other business entity, whether domestic or foreign, which is required to be registered with the Florida Secretary of State, then the **Lessee** shall be so registered and in good standing at the time of execution of this Agreement and the **Lessee** shall remain current and in good standing with the Florida Secretary of State at all times during this Agreement (including renewals or extensions thereto).

ARTICLE 20 - GOVERNMENTAL INCLUSIONS

20. This Agreement is subordinate to the provisions of the deed and other instruments from the United States of America conveying title to the Airport or otherwise imposing restrictions of record concerning use and operation of the Airport. This Agreement is further governed by all rules, regulations and orders of the Federal Aviation Administration (FAA) including, but not limited to, Compliance Order 5190.6A, as amended from time to time, relative to the operation of surplus airport property which includes the Airport herein.

ARTICLE 21 - NON-EXCLUSIVE

21. Notwithstanding any other provision of this Agreement, it is understood and agreed that the rights granted under this Agreement 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) on other portions of Airport property. Nor shall this Agreement be construed to grant or authorize the granting of an exclusive right within the meaning of 49 U.S.C. § 40103(e) or 49 U.S.C. § 47107(a), as said regulations may be amended or renumbered.

ARTICLE 22 - RIGHT TO DEVELOP AIRPORT

22. It is covenanted and agreed that the **Lessor**, in its sole discretion, reserves the right to further develop or improve the Airport and all landing areas and taxiways.

ARTICLE 23 - RIGHT OF FLIGHT

23.A. **Lessor** reserves, for the use and benefit of the public, a right of flight for the passage of airspace above the surface of the real property owned by the **Lessor**, including the Premises, 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 on Airport.

23.B. **Lessee** expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the Premises to such a height so as to fully comply with all requirements imposed pursuant to 14 C.F.R. Part 77 (Objects Affecting Navigable Airspace), as said regulations may be amended or renumbered. **Lessee** further expressly agrees for itself, its successors and assigns, to prevent any use of the Premises which adversely affect the operation or maintenance of Airport, or otherwise constitute an Airport hazard.

ARTICLE 24 - RIGHT OF ENTRY

24. **Lessor** shall have the right to enter the Premises for the purpose of periodic inspection of the Premises from the standpoint of safety and health, and monitoring the **Lessee**'s compliance with the terms of this Agreement.

ARTICLE 25 - PROPERTY RIGHTS RESERVED

25. This Agreement shall be subject and subordinate to all the terms and conditions documents under which the **Lessor** acquired the land or improvements thereon, of which said Premises are a part. **Lessee** understands and agrees that this Agreement shall be subordinate to the provisions of any existing or future agreement(s) between the **Lessor** and the United States of America, or any of its agencies, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport, and to any terms or conditions imposed upon the Airport by any other governmental entity.

ARTICLE 26 - SUBORDINATION OF TRUST AGREEMENT

26. This Agreement and all rights of the **Lessee** hereunder are expressly subordinated and subject to the lien and provisions of any pledge, transfer, hypothecation or assignment made (at any time) by the **Lessor** to secure financing. Conflicts between this Agreement and the documents mentioned above shall be resolved in favor of such documents.

ARTICLE 27 - NONDISCRIMINATION / AFFIRMATIVE ACTION

27. **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 so as to fully comply with all 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.

ARTICLE 28 - SIGNS

28. **Lessee** may, at the **Lessee**'s sole expense, erect such exterior signs concerning the **Lessee**'s business, as may conform and comply with all requirements of appropriate governmental authorities including, but not limited to, existing sign ordinances and regulations of Hernando County. The **Lessee** agrees to obtain all necessary permits or licenses with respect to said signs, to maintain said signs in a good state of repair, to save the **Lessor** harmless from any loss, cost or damage as a result of the erection, maintenance, existence or removal of said signs and to repair any damage which may have been caused by the erection, existence, maintenance or removal of said signs, and providing further that the plan and location for said signs be submitted to and approved by the **Lessor** in writing prior to the erection or alteration thereof. At the end of the term of this Agreement, the **Lessee** agrees to remove, at the **Lessee**'s sole expense, any exterior signs erected during the term of this Agreement and to repair, at the **Lessee**'s sole expense, any damage caused thereby.

ARTICLE 29 - ENJOYMENT

29. **Lessor** represents and warrants that the **Lessee** shall peaceably have, hold and enjoy the Premises during the Term of this Agreement (including renewals and extensions thereto) without hindrance or molestation from the **Lessor** subject, however, to all the terms and provisions hereof and covenants, easements and other encumbrances affecting the Premises.

ARTICLE 30 - ASSIGNMENT AND SUBLETTING

30. **Lessee** may not voluntarily assign this Agreement or sublease the Premises, in whole or in part, without the prior written consent of the **Lessor**, which consent will not be unreasonably withheld, conditioned or delayed; however, in the event of any voluntary assignment (excluding bankruptcy, forfeiture, and foreclosure) or sub-lessee, the **Lessee** agrees that it shall remain jointly and severally liable, together with any assignee or sub-lessee , for the performance of all terms and conditions in this **Agreement** unless otherwise released by the **Lessor** in writing. In determining whether to grant or deny its consent to any assignment or sublease, the Lessor may review and consider the financial capacity and business experience of the proposed assignee or sub-lessee.

ARTICLE 31 - WAIVER OF CLAIM

31. **Lessee** hereby waives any claim against the **Lessor**, and its officers, board members, agents or employees for loss of anticipated profits caused by any suit or proceedings directly or indirectly attacking the validity of this Agreement or any part hereof, or by any judgment or award in any suit or proceeding declaring this Agreement null, void, or voidable, or delaying the same, or any part hereof, from being carried out.

ARTICLE 32 - APPLICABLE LAW; VENUE; ATTORNEY'S FEES

32. This Agreement shall be governed by the laws of Florida and shall be deemed to have been prepared jointly by the **Lessee** and the **Lessor**, and any uncertainty or ambiguity existing herein, if any, shall not be interpreted against either party, but shall be interpreted according to the application of the

rules of interpretation for arm's-length agreements. Each party hereto shall bear their own attorneys' fees and costs in the event of any dispute, claim, action or appeal arising out of or related to this Agreement.

ARTICLE 33 - NOTICES AND COMMUNICATIONS

33. All notices or communications whether to the **Lessor** or to the **Lessee** will be considered valid upon receipt by the party addressed to, and shall be addressed as follows:

TO LESSOR: c/o Airport Director, 16110 Aviation Loop Drive, Brooksville, FL 34604; ***and copy to***: County Attorney's Office, 20 Main Street, Suite 462, Brooksville, FL 34601

TO LESSEE: Dennis or Pamela Wilfong, 21033 Violet Road, Brooksville, FL, 34609.

or to such other address as either Party may designate in writing by notice to the other party in accordance with the provisions of this Article. If the Notice is sent through the U.S. Mail or private delivery company (*e.g.* FedEx, UPS), a verifiable tracking documentation such as certified receipt or overnight mail tracking receipt shall be used.

ARTICLE 34 - AGENT FOR SERVICE OF PROCESS

34. **Lessee** agrees that service of process may be made against its Florida registered agent, any of its officers or directors, its on-site manager, or its designated representation in **Article 1** hereunder. It is further expressly understood that **Lessee** hereby agrees to the process so served, submits to the jurisdiction of Hernando County courts and waives any and all obligation and protest thereto, any laws to the contrary notwithstanding.

ARTICLE 35 - COMPLETE AGREEMENT; SUPERSEDES; AMENDMENTS

35.A. Upon this Agreement becoming Effective, all prior leases, amendments thereto and assignments thereof between the Parties (included those instruments recorded in Official Records Book 705, at Pages 1106 - 1114; Official Records Book 832, at Pages 1537 - 1539; Official Records Book 844, at Pages 299 - 312; and Official Records Book 1108, at Pages 1362 - 1364, of the Public Records of Hernando County, Florida) shall be deemed canceled in their entirety and shall have no further force and effect (exclusive of environmental claims and indemnities). This Agreement represents the complete understanding between the Parties regarding the leasing of Lot 37, Hernando County Airport Industrial Park Unit 1, and all prior agreements and representations, whether written or verbal, are hereby superseded by this Agreement.

35.B. Further, the Parties acknowledge and agree that the **Lessee** has fully relinquished and surrendered all of its interest in Lot 36 (in whole or portion thereof), Hernando County Airport Industrial Park Unit 1 (as recorded in Plat Book 17, Pages 80 - 83, of the Public Records of Hernando County, Florida) to the **Lessor**, and that the **Lessor** has released the **Lessee** from any further obligations regarding Lot 36 including payment of rent (exclusive of environmental claims and indemnities). Consistent with the foregoing, those certain leases recorded in Official Records Book 985, at Pages 147 - 152; and Official Records 1012, at Pages 405 -409, of the Public Records of Hernando County, Florida,

shall be deemed canceled in their entirety and shall have no further force and effect (exclusive of environmental claims and indemnities).

35.C. This Agreement may subsequently be amended only by written instrument signed by the Parties hereto. Any and all amendments or modifications to this Agreement shall be in conformity with the provisions herein and shall comport with all laws, regulations, rules and orders regarding the leasing of surplus airport property and including, without limitation, the provisions referenced in **Article 20** herein.

ARTICLE 36 - SEVERABILITY

36. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be declared invalid or deemed unenforceable by a court of competent jurisdiction or superseding law, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law notwithstanding the invalidity of any other term or provision hereof.

ARTICLE 37 - BINDING EFFECT

37. This Agreement and the covenants and conditions contained herein shall be binding upon and inure to the benefit of the **Lessor** and its successors and assigns, and shall be binding upon the **Lessee** and its successors and assigns.

ARTICLE 38 - RECORDING OF LEASE AGREEMENT

38. **Lessor** shall record this Agreement in the public records of Hernando County. The **Lessee** shall pay all recording costs.

ARTICLE 39 - MISCELLANEOUS

39.A. Wherever used, the singular shall include the plural, the plural the singular, and the use of any gender shall include all genders.

39.B. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

****

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

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 and attested by their duly authorized officers or representatives.

ATTEST:

Kimberly O'Neill

DENNIS WILFONG (LESSEE)

By: _____
Dennis Wilfong Date

ATTEST:

Kimberly O'Neill

PAMELA WILFONG (LESSEE)

By: _____
Pamela Wilfong Date

ATTEST:

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA (LESSOR)

_____
KAREN NICOLAI
CLERK OF CIRCUIT COURT

By: _____
JEFF STABINS Date
CHAIRPERSON

WITNESS:

CONCURRENCE
HERNANDO COUNTY AVIATION AUTHORITY

By: _____ 4/17/07
STEVE HELM Date
CHAIRMAN

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

4/12/07
Geoffrey T. Kirk
Assistant County Attorney

Wilfong-lot37-031407.wpd
Print: April 12, 2007 (6:19am)

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me this 16th day of April, 2007, by Dennis Wilfong, who is personally known to me or who has produced _____ as identification.

Karen K. Synychak
(Signature of person taking acknowledgment)
Karen K. Synychak
(Name typed, printed or stamped)

(Title or rank) (Serial number, if any)

Karen K Synychak
My Commission DD343500
Expires September 29, 2008

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me this 16th day of April, 2007, by Pamela Wilfong, who is personally known to me or who has produced _____ as identification.

Karen K Synychak
(Signature of person taking acknowledgment)
Karen K Synychak
(Name typed, printed or stamped)

(Title or rank) (Serial number, if any)

Karen K Synychak
My Commission DD343500
Expires September 29, 2008

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me this ____ day of April, 2007, by Jeff Stabins, Chairman of the Hernando County Board of County Commissioners, who is personally known to me or who has produced _____ as identification.

(Signature of person taking acknowledgment)

(Name typed, printed or stamped)

(Title or rank) (Serial number, if any)

EXHIBIT "1"

LEGAL DESCRIPTION OF THE LAND

The Northern 388.51' of Lot 37, Hernando County Airport Industrial Park Unit 1, as recorded in Plat Book 17, Pages 80 - 83, of the Public Records of Hernando County, Florida.

April 16, 2007

MEMORANDUM

TO: ***The Honorable Chairman and Members of the Board of County Commissioners***

VIA: ***Gary Kuhl, County Administrator***

FROM: ***Donald Silvernell, Airport Director***

SUBJECT: ***Lease Agreement/Termination with Dennis and Pamela Wilfong Lots 36 and 37, Airport Industrial Park, Unit I***

Brief Overview: The Hernando County Airport has had a Ground Lease Agreement with Dennis and Pamela Wilfong for Lot 36 of the Airport Industrial Park, Unit I since April 11, 1995 and for Lot 37 of the Airport Industrial Park, Unit 1 since December 3,1991. The Airport has negotiated a new lease with the Wilfong's for Lot 37 utilizing the new lease template as drafted by the County Attorney's Office. The new lease terminates the Wilfong's lease on Lot 36 allowing this lot to be utilized for construction of the new Airport Office Facility currently approved in the Airport's budget and funded in part with a grant from FDOT.

Budget Impact: There will be a $10,534 reduction in the airport budget due to the termination of the Lot 36 lease. The lease payments for lot 37 will remain the same and there are lease payment adjustments scheduled throughout the term of the lease.

Legal Impact: Reviewed and approved for form and sufficiency by the County Attorney's Office.

Recommended It is requested that the Board of County Commissioners approve this new lease with Dennis and Pamela Wilfong for Lot 37 of the Airport Industrial Park, Unit I. It is also requested that the Board of County Commissioners authorize the Chairman's signature on the related document.

Administrative Note:

_____ ***Reviewed*** _____ ***See attached memo***

☐ ***Issue is a quasi-judicial function of the Board and Exparte procedures apply.***

E:\Word\jcrain\bcc\agnIPLot35.doc

"MINUTES OF"

APR 24 2007

CONSENT AGENDA ITEM 5.

Rm 131

25

R Room 131

Doc# 2007029213
Hernando County, Florida
04/30/2007 8:21AM
KAREN NICOLAI, Clerk

OFFICIAL RECORDS
BK: 2434 PG: 756

Aviation Form GL-1 rev. 2-24-06

GROUND LEASE AGREEMENT

Airport Industrial Park

THIS IS A GROUND LEASE AGREEMENT dated as of 24th day of April, 2007 (the "Agreement") by and between HERNANDO COUNTY a public body corporate existing under the laws of the State of Florida, whose address is 20 N. Main Street, Room 460, Brooksville, FL 34601 (hereinafter referred to as the "**Lessor**" or the "County") and DENNIS WILFONG AND PAMELA WILFONG, individually, whose address is 21033 Violet Road, Brooksville, FL, 34609, (hereinafter referred to as the "**Lessee**"), individually and collectively referred to as the 'Party" or "Parties".

WITNESSETH

WHEREAS, the Hernando County Airport (the "Airport") is subject to the requirements of various federal laws and regulations including, without limitation, the Surplus Property Act of 1944, as amended, the Federal Property and Administrative Services Act of 1949, as amended, and the rules and orders promulgated by the Federal Aviation Administration (the "FAA"); and,

WHEREAS, FAA Compliance Order No. 5190.6A, including but not limited to Chapter 4 thereof, requires that surplus property airports (which includes the Airport herein) generate revenue, income or its functional equivalent to the airport; and,

WHEREAS, pursuant to a directive of Congress, as a surplus airport property, the Airport is subject to compliance review by the FAA and the United States Department of Transportation Inspector General Office; and,

WHEREAS, FAA Compliance regulations require that use of surplus airport property be authorized by a written instrument providing for payment of fair, reasonable and non-discriminatory fees, rentals or other user charges; and,

WHEREAS, all leases at the Airport are further governed by Chapter 3 of the Hernando County Code of Ordinances, as amended from time to time.

NOW THEREFORE, the **Lessor** and the **Lessee** hereby agree as follows:

The above recitals are incorporated herein and made a part hereof.

shall be conclusive evidence against the **Lessee** that the Land was in good and satisfactory condition when possession was so taken.

OFFICIAL RECORDS
BK: 2434 PG: 757

ARTICLE 3 - PRIVILEGES, USES, EXCLUSIONS AND SERVICES

3.A. **Lessee** shall enjoy the following nonexclusive rights on the Airport subject to the conditions of this Agreement and as further provided below:

* **Lessee** shall use the Premises for light manufacturing, assembly, storage, distribution and associated offices, to conduct other lawful business of the **Lessee**, or other uses as approved by the **Lessor**.

3.B. It is understood and agreed that any other use or occupancy that may now or in the future be proposed for said building(s) or the Land hereunder shall conform to the type of industry or business envisioned by Park restrictions and covenants, the conformance of which shall be determined and approved in advance in writing by the **Lessor** through the Airport Director or his designee.

ARTICLE 4 - TERM AND COMMENCEMENT

4.A. Effective Date. This Agreement shall become binding and effective (the "Effective Date") upon approval and execution by the **Lessee** and the **Lessor**.

4.B. Term. The lease term for this Agreement shall commence on the 1st day of May, 2006 and shall end on the anniversary date fifty (50) years hence (the "Anniversary Date").

4.C. Renewal Options. **Lessee** shall have the option, in its sole discretion and upon giving written notice to the **Lessor** not less than three months prior to the Anniversary Date, to renew this Agreement for up to two (2) additional 20-year terms, provided the **Lessee** has complied with all of the terms and conditions of this Agreement and is not otherwise in default hereunder. At the time of renewal, all other terms and conditions of this Agreement shall remain the same subject to adjustment of Land Rent as provided for in **Sections 6.A.2 and 6.A.3** and adjustment of required insurance coverage as provided for in **Section 16.C** herein. In addition to the foregoing, if at the time of renewal, the Current Fair Market Value has not been attained (by virtue of the 5% cap limitations being applied over one or more years), then the Land Rent shall immediately be adjusted upward to equal the Current Fair Market Value (as defined in **Section 6.A.2** below).

ARTICLE 5 - OBLIGATIONS OF LESSEE

Lessee further covenants and agrees:

5.A. The use and occupancy of the Premises by the **Lessee** shall be without cost or expense to the **Lessor** except as provided herein.

5.B. **Lessee** shall provide adequate utility services to the Premises as determined by the **Lessor**. It is understood and agreed that the **Lessee** shall be responsible for obtaining, at its sole

ARTICLE I - REPRESENTATIVES

OFFICIAL RECORDS
BK: 2434 PG: 758

1. Designated Representatives. For the purpose of this Agreement, each party designates the following representatives: ***Lessee's Representative*** - **Lessee's** full-time employee or agent that the **Lessee** designates to the **Lessor** in writing, which for contract purposes at this time is Dennis Wilfong or Pamela Wilfong. ***Lessor's Representative*** - the Airport Director or such person that the **Lessor** designates by written notice delivered to the **Lessee**.

ARTICLE 2 - LAND, IMPROVEMENTS AND PREMISES

2.A. **Lessor** leases the real property with a street address of 15470 Flight Path Drive, Brooksville, FL 34604, containing approximately 106,879 gross square feet, more or less, and legally described in **Exhibit "1"** attached hereto and made a part hereof (the "**Land**") to the **Lessee,** and the **Lessee** hereby leases the Land from the **Lessor** pursuant to the terms and conditions in this Agreement.

2.B. Improvements. The existing commercial building located on the **Land** shall hereinafter be referred to as the "Improvements."

2.C. Premises. The **Land** and the Improvements shall hereinafter collectively be referred to as "Premises".

2.D. Survey or Plat. The Lessee accepts the description of the Land as that description contained in Plat Book 17, Pages 80 - 83, of the Public Records of Hernando County, Florida.

2.E. Due Diligence and Inspections. It is responsibility of the **Lessee**, at the **Lessee's** sole expense, to satisfy itself, prior to the execution of this Agreement or as provided herein, as to the condition of the real property subject to this Agreement including, without limitation, permitted land uses, zoning codes, building regulations, height limitations, set backs, applicable building codes, permits, soil conditions, and environmental conditions (the **Lessee**, at the **Lessee's** sole expense, may obtain any environmental tests that it deems necessary including Environmental Phase I or Phase II Reports as part of its due diligence). In connection with any and all inspections performed by or for the **Lessee**, the **Lessee** shall indemnify and hold harmless the **Lessor** for any damage or injury done to the Land, Airport property, or the property of others as a consequence of such inspection(s) and the **Lessee** shall promptly repair or have repaired in good workmanship manner such damage caused.

2.F. No Warranties or Representations. **Lessor** makes no warranties or representations to the **Lessee**, and the **Lessee** agrees the **Lessor** has made no warranty or representation respecting the condition of the **Land**, or applicable zoning laws and regulations, or applicability of the uses contemplated by the **Lessee**, or environmental conditions, or any matters which a survey, prepared pursuant to Chapter 427, *Fla. Stat.*, and Rule Chapter 61G17, *Fla. Admin. Code*, would disclose, or the applicability of any covenants or restrictions of public record, except as otherwise expressly provided herein.

2.G. Acceptance of Land. **Lessee** further acknowledges it has had adequate opportunity to inspect the Land hereunder (as also referenced in **Exhibit "1"**) prior to entering into this **Agreement** or has made adequate provision herein. Accordingly, the taking of possession of the Land by the **Lessee**

expense, any and all utility services, such as electricity, water, sewer or gas needed by the **Lessee** during the period of occupancy. **Lessee** shall pay all charges for providing said utility service and the cost of necessary meters for measuring said utility services.

OFFICIAL RECORDS
BK: 2434 PG: 759

5.C. **Lessee** agrees, at its sole expense, to maintain the Premises and Improvements thereto, as described herein, in a presentable condition consistent with good business practice and in good repair as of the date this Agreement was executed, normal wear and tear excepted and that it will procure and keep in force during the term of this Agreement all necessary occupational licenses and permits as are required by law for the operation and maintenance of the **Lessee**'s business on the Premises. **Lessee** agrees to keep the Premises mowed and groomed and will not allow the accumulation of materials, parts or other materials on the Premises.

5.D. **Lessee** agrees to conduct its business in a proper and first-class manner at all times. **Lessee** further agrees to operate in harmony with others on the Airport and will at all times operate safely and with a concern for others and in accordance with all covenants and restrictions of public record.

5.E. **Lessee** will provide or cause to be provided all necessary dumpsters or other types of storage receptacles or devices as may be necessary. The piling of boxes, cartons, barrels or similar items in an unsightly manner on or about the Premises shall not be permitted. **Lessee**, at **Lessee's** sole expense, shall cause to be removed from Premises all waste, garbage and rubbish. Further, the **Lessee** agrees not to deposit said waste on any part of the Airport, except in connection with collection or removal. Said waste shall be placed in a location and container approved by the **Lessor**.

5.F. **Lessee** shall neither create nor permit to be caused or created upon the Premises, or elsewhere on the Airport, any obnoxious odor, smoke or noxious gases or vapors. The creation of exhaust fumes by the operation of internal-combustion engines or engines of other types, so long as such engines are maintained and are being operated in a proper manner, shall not be a violation of this Agreement.

5.G. **Lessee** shall not keep or store flammable liquids within any covered and enclosed portion of the Premises in excess of the **Lessee**'s working requirements. Any such liquids having a flash point of less than 110 degrees Fahrenheit shall be kept and stored in safety containers of a type approved by the Underwriters Laboratories.

ARTICLE 6 - RENTALS AND FEES

6.A. **Lessee** shall pay to the **Lessor** the following Land Rent:

6.A.1. Land Rent. **Lessee** shall pay monthly Land Rent (1/12th of annual Land Rent) in advance and without demand, on or before the first day of each month upon commencement of the term of this Agreement pursuant to the schedule below for the first five (5) years and then adjusted, thereafter, as provided for in **Section 6.A.2** herein. Land Rent shall be calculated as ten percent (10.0%) per annum of the then current fair market appraised value for unimproved land within the applicable area or park of the Airport (see **Section 6.A.2** below) and calculated

on a per square foot rate using the gross square footage contained in the Survey (described in **Section 2.D**), or as established by the **Lessor** if no Survey is obtained by the **Lessee**. The parties agree that the gross square footage of the Land for purposes herein is 106,879 square feet.

OFFICIAL RECORDS
BK: 2434 PG: 760

During the first five years of this Agreement, annual Land Rent shall be at **$.085** per square foot

6.A.2. Adjustment of Land Rent. Beginning in the sixth year, and every fifth year thereafter (i.e. years 6, 11, 16, 21, 26, etc. including renewal and extension periods), the Land Rent shall be adjusted to equal ten percent (10.0%) per annum of the then current fair market appraised value (hereinafter referred to as "Current Fair Market Value"). The Current Fair Market Value shall be based upon the most recent appraisal performed for and paid for by the **Lessor**, but in no event shall said appraisal be older than 18 months (hereinafter referred to as the "Lessor's Appraisal"). The Lessor's Appraisal shall be prepared by a Florida-registered or Florida-licensed appraiser in accordance with the Uniform Standards of Professional Appraisal Practice ("USPAP") and Chapter 475, Part II, *Fla. Stat.* and Rule Chapter 61J1, *Fla. Admin. Code* ("Florida Appraisal Law") as applicable to the Land. Not less than 90 days and not more than 180 days before imposition of the new adjusted rent, the **Lessor** shall advise the **Lessee** in writing (the "Notice") of the new adjusted rent amount. Not later than thirty (30) days from the date of the Notice, the **Lessee** may dispute the new adjusted rent amount by notifying the **Lessor** in writing of such dispute; however, no later than 60 days from the date of the Notice, the **Lessee** shall provide the **Lessor**, at the **Lessee's** sole expense, its appraisal (the "Lessee's Appraisal") performed in accordance with USPAP and Florida Appraisal Law. In the event that there is a five percent (5%) or less difference in the appraised Current Fair Market Value amount between the Lessor's Appraisal and the Lessee's Appraisal, then the Lessor, in the Lessor's sole discretion, may chose either value or may chose a middle value. In the event that there is more than a five percent (5%) difference in appraised Current Fair Market Value amount between the Lessor's Appraisal and the Lessee's Appraisal, then within 15 days of the date of the Lessee's Appraisal, the two appraisers shall communicate as necessary and agree on the name of a third appraiser who shall be a Florida-registered or Florida-licensed appraiser. The Third Appraisal shall be performed in accordance with Florida Appraisal Law and USPAP. The third appraiser may review and utilize the first two appraisals to the extent permitted under USPAP. The cost of the Third Appraisal shall be split evenly between the **Lessor** and the **Lessee** and an appraisal report shall be prepared within 30 days from the date ordered. The Current Fair Market Value amount stated in the Third Appraisal shall be binding on the parties as the new adjusted rent for that five year period. The provisions in this Section shall be the **Lessee's** sole remedy for disputing the new adjusted rent for each and every five year period.

6.A.3. Cap on Adjustment of Land Rent. Notwithstanding **Section 6.A.2**, rent shall not be adjusted more than five percent (5%) in any one year (or adjusted more than twenty five percent (25%) over any five year period). Adjustments in excess of five percent (5%) in any one year shall be carried over to the subsequent year (not to exceed said cap in such year), and each year thereafter until the Current Fair Market Value is attained or a new appraisal is a required (in connection with the subsequent five year period).

OFFICIAL RECORDS
BK: 2434 PG: 761

6.A.4. Late Rent; Other Fees. Land Rent shall be due monthly as set forth above and shall be due and payable on the first day of each month. A ten percent (10%) penalty will be applied to all rents received after 5:00 p.m. on the tenth (10th) day of the month. The **Lessee** is separately responsible for all applicable taxes, sales taxes, late fees, special assessments, charges, other fees and penalties.

6.B. In addition to the Land Rent in **Section 6.A**, the **Lessee** shall pay the **Lessor** an Annual Fee of five hundred dollars ($500) relating to the cost, operation and maintenance of the common areas of the Airport. This Annual Fee shall be paid to the Lessor in equal monthly installments (1/12th of the Annual Fee) at the time the Land Rent is paid . The Lessor reserves the right to adjust this fee every five (5) years; provided, however, that any adjustment shall not exceed five (5%) percent of the preceding period.

ARTICLE 7 - LEASEHOLD MORTGAGE AND SECURITY AGREEMENT

7.A. **Lessor** hereby grants permission to the **Lessee** to execute and deliver unto _____ [name of financial institution] a Leasehold Mortgage and Security Agreement pledging this Agreement, and the buildings and attendant facilities, excluding fixed **Lessor** property, erected upon the Land, as security for said loan, as contemplated by this Section.

Lessor agrees that, in the event that the **Lessee** shall pledge this Agreement pursuant to the terms of a Leasehold Mortgage and Security Agreement, then the **Lessor**, so long as said Leasehold Mortgage and Security Agreement remains outstanding and has not been satisfied of record, will not enter into any agreement with the **Lessee** purporting to change, modify, amend or terminate this Agreement without the mortgagee's joinder and prior consent, which consent shall not be unreasonably withheld as to any non-material change, modification or amendment. The **Lessor** agrees that any attempted change, modification, amendment or mutual termination between the **Lessor** and the **Lessee** without the mortgagee's joinder and prior written consent shall be void and of no force or effect. However, in no event shall the **Lessee** enter into any Leasehold Mortgage or Security Agreement for a duration longer than the Anniversary Date of this Agreement.

In the event that the **Lessee** shall pledge this Agreement pursuant to a Leasehold Mortgage and Security Agreement as herein provided, then the **Lessor** agrees that if and when the **Lessor** notifies the **Lessee** of a default or claim of default by the **Lessee** under this Agreement, **Lessor** shall send a copy of the written notice or a written explanation of any oral notice concurrently therewith to the mortgagee, at an address certified to the **Lessor** in writing by said mortgagee upon the granting of said Leasehold Mortgage and Security Agreement. The mortgagee shall be permitted to remedy any such default or claimed default

specified in the notice within an equal period of time, commencing on the date mortgagee receives or is deemed to have received such notice, as the **Lessee** would be permitted to remedy same pursuant to this Agreement. Notwithstanding the foregoing provisions of this paragraph, said mortgagee shall have a minimum of thirty (30) days after its receipt of the notice to remedy the default. The **Lessor** further agrees that in the event that **Lessee** pledges the Agreement pursuant to a Leasehold Mortgage and Security Agreement, then should said mortgagee, or a purchaser at a foreclosure sale, acquire the **Lessee's** interest under this Agreement, through foreclosure or otherwise, the **Lessor** shall recognize said mortgagee, or such purchaser, as the lessee or tenant under this Agreement and shall accept performance by said mortgagee or purchaser under this Agreement provided that said mortgagee or purchaser agrees to be bound by the terms and conditions for the rest of the unexpired term of this Agreement or that the **Lessor**, mortgagee or purchaser can reach mutual agreement on any changes to the terms of this Agreement. The **Lessor** further agrees that in the event that the **Lessee** shall hereafter file for protection under the bankruptcy laws of the United States and shall reject or otherwise terminate this Agreement, the **Lessor** shall enter into a new ground lease on the exact same terms and conditions as this Agreement with the mortgagee, but only to the extent of the original terms of this Agreement. It is further understood and agreed that the Leasehold Mortgage and Security Agreement described herein and in favor of the named mortgagee shall be the only mortgage, pledge or encumbrance permitted on the Land absent prior written consent of the **Lessor**, which consent the **Lessor** may withhold for any reason or no reason.

OFFICIAL RECORDS
BK: 2434 PG: 762

7.B. The mortgagee named above shall be a bona fide federal or state chartered financial institution insured through the Federal Deposit Insurance Corporation.

7.C. The parties further understand and agree that any requests for the **Lessor** (County) to subordinate in any manner or form its position relative to, or any rights under, this Agreement shall be in the sole discretion of the County; and the County reserves the right to refuse requests for "subordination" for any reason or no reason. Notwithstanding anything in this Article, in no event shall the County, as a political subdivision of the State of Florida, give, lend, pledge or use its taxing powers or credit to any corporation, association, partnership or person in connection with or furtherance of this Agreement.

ARTICLE 8 - MAINTENANCE OBLIGATIONS OF LESSOR

8. **Lessor's** maintenance obligations shall be limited to normal and ordinary maintenance of the Airport common areas.

ARTICLE 9 - MAINTENANCE OBLIGATIONS OF LESSEE

9.A. General Obligations. **Lessee** shall be obligated to maintain the Premises and every part thereof in good appearance, repair and safe condition, consistent with good business practices, whether installed by the **Lessor** or the **Lessee**, such maintenance shall be without cost to the **Lessor**. Such maintenance shall include, but not be limited to, the scheduled maintenance of the Premises listed in **Section 9.B**. **Lessee** shall repair all damages to the Premises caused by its employees, patrons or its operations thereon. All such maintenance, repair and replacements shall be of a quality equal to the original in materials and workmanship. All paint colors shall be submitted to and approved in writing by the Airport Director prior to any exterior painting.

9.B. Required Scheduled Maintenance to Premises. In addition to the **Lessee**'s maintenance obligations included in this Agreement, the **Lessee** further agrees to maintain, at a minimum, certain components (singular use shall not limit the **Lessee**'s obligations herein where buildings or the parts thereof exist in the plural) of the Premises according to the following maintenance schedule: **(1)** Building Exterior. Buildings' exteriors inspected annually. Mildew, staining, dirt, cobwebs, etc., cleaned as needed. **(2)** Landscaping. The landscaping shall be maintained in a manor consistent with good horticultural practices, and free of unsightly conditions. **(3)** Electrical Service and HVAC. Keep area free of debris and foreign objects at all times. **(4)** Parking Lots. Clean, sweep, remove oil and debris, repair and stripe, on a routine basis.

OFFICIAL RECORDS
BK: 2434 PG: 763

9.C. Condition of Premises at End of Term. In addition to manufacturer's recommended scheduled maintenance and the provisions in **Section 9.B** above, the **Lessee** shall maintain the Premises whereas at the end of the term of this Agreement said condition of the Premises shall be in a good state of repair and comply with the following conditions: **(1)** The Roofs shall be free of any leaks; **(2)** The HVACs system shall cool and heat properly; **(3)** The exterior paint shall be free of unsightly conditions; and **(4)** The interior of the Premises shall be painted within one year prior to the termination of this Agreement.

9.D. Failure to Repair and Maintain Premises. If the **Lessee** fails to perform the **Lessee**'s maintenance responsibilities, the **Lessor** shall have the right, but not the obligation, to perform such maintenance responsibilities, provided the **Lessor** has first, in any situation not involving an emergency, by written notice to the **Lessee**, delivered in accordance with **Article 33**, afforded the **Lessee** a period within which to correct the failure of thirty (30) days, or of such longer duration as may be reasonably required to rectify the failure through the exercise of prompt, diligent and continuous effort said extension must be approved by the **Lessor**. All costs incurred by the **Lessor** in performing the **Lessee**'s maintenance responsibility, plus a fifteen percent (15%) administrative charge, shall be paid by the **Lessee** within thirty (30) days of receipt of billing therefore. Failure of the **Lessee** to pay within thirty (30) days after receipt of the **Lessor**'s notice of delinquency shall be deemed a condition of default. The **Lessor** retains the right, after giving reasonable advance notice to the **Lessee**, to enter upon the Land to repair any utilities thereon that serve any areas, including the **Lessee**'s Premises. **Lessor** shall endeavor to use commercially reasonable efforts to minimize interference or disruption to the **Lessee**'s operations.

ARTICLE 10 - FUTURE IMPROVEMENTS AND ALTERATIONS BY LESSEE

10.A. Written Approval. The **Lessee** shall make no further improvements or alterations whatsoever to the Premises without the prior written approval of the **Lessor**, which consent shall not be unreasonably withheld, provided, however, that such improvements do not conflict with the current use and future development of the Airport and that such alterations or fixed leasehold improvements shall be commenced only after plans and specifications thereof have been submitted to and approved in writing by the **Lessor**, and the **Lessee** has obtained the required building permits. Within thirty (30) days after receipt by the **Lessor** of the **Lessee**'s plans and specifications, the **Lessor** shall inform the **Lessee** that the plans are either approved, approved subject to certain stated conditions and changes; or not approved. The **Lessor**'s failure to either approve or disapprove the **Lessee**'s plans and specifications within thirty (30) business days after the **Lessee** delivers written notice to the **Lessor** that the **Lessor** has not acted within the thirty (30) day period described above will constitute the **Lessor** approval of the **Lessee**'s plans and specifications.

10.B. Conditions. If the **Lessee**'s request for approval to make improvements or alterations is permitted pursuant to **Section 10.A** (whether by express grant of the **Lessor** or by estoppel), the following conditions shall apply: **(1) Lessee** shall obtain all required permits and licenses necessary under, and shall comply with applicable zoning laws, building codes and other laws or regulations of all appropriate governing entities, including the Federal, State and County, applicable to the construction or installation of approved improvements or alterations.; **(2) Lessee** agrees that all construction shall conform to the general architectural and construction requirements of the Florida Building Code, as may be amended, from time to time, as well as the development standards and ordinances of Hernando County; **(3) Lessee** agrees to hire only licensed contractors and subcontractors and to indemnify the **Lessor** in the event of any loss or damage resulting from work performed on the Premises by its contractors and subcontractors; **(4) Lessee** shall comply with all then current building, permitting and licensing requirements; **(5) Lessee** covenants and agrees to accept and pay all costs necessary to complete the approved alterations or improvements; and **(6) Lessee** agrees to be solely responsible for any damage (other than normal wear and tear) resulting from the removal by the **Lessee** of its personal property or signs.

ARTICLE 11 - SURRENDER OF PREMISES

OFFICIAL RECORDS
BK: 2434 PG: 764

11. Upon the expiration date or earlier termination of this Agreement, the **Lessee** shall quit and surrender the Land together with all Improvements, Alterations and equipment at any time made or installed in, upon or to the Land, and together with all keys and combinations to all locks, and excepting all personal property and trade fixtures installed at the **Lessee**'s expense. The **Lessee** agrees to repair any damage caused by the removal of the **Lessee**'s personal property or trade fixtures. If the **Lessee** fails to remove any personal property or trade fixtures, said property shall, at **Lessor**'s sole discretion, be deemed abandoned and become the property of the **Lessor**, or the **Lessor** shall have the right to remove and store such property at the expense of the **Lessee** without further notice to the **Lessee**, and hold the **Lessee** responsible for any and all charges and expenses incurred by the **Lessee** therefor. All expenses incurred by the **Lessor** in the removal and storage of the **Lessee**'s personal property or trade fixtures shall be reimbursed by the **Lessee** on demand as Additional Rent. The provisions of this Section shall survive the expiration date or earlier termination of this Agreement.

ARTICLE 12 - EVENTS OF DEFAULT AND REMEDIES

12.A. Events of Default. The occurrence of any one or more of the following events shall constitute a default on the part of the **Lessee**: **(1)** the **Lessee** fails to pay when due any rental (including Land Rent and Additional Rent) or any other sum of money payable hereunder within ten days after such rental or payment is due; **(2)** the conduct of any business or performance of any acts at the Airport not specifically authorized in this Agreement or by other agreements between the **Lessor** and the **Lessee**, and the **Lessee's** failure to discontinue that business or those acts within thirty (30) days of receipt by the **Lessee** of the **Lessor**'s written notice to cease said business or acts; **(3)** the **Lessee** breaches or fails to comply with any other term, provision, covenant or condition of this Agreement and such breach or failure shall continue for a period of thirty (30) days or more after written notice thereof from the **Lessor**; **(4)** the **Lessee** transfers, assigns, or sublets this Agreement, in whole or part, other than as provided for in **Article 30** herein; **(5)** the **Lessee** mortgages, pledges or encumbers the Premises, in whole or part, or this Agreement, other than as expressly provided for in this Agreement or upon prior written consent of the **Lessor**; **(6)** the **Lessee** abandons, deserts or vacates the Premises; **(7)** the divestiture of the **Lessee's**

estate herein by operation of law, by dissolution or by liquidation (not including a merger or sale of assets); or **(8)** a receiver, custodian or trustee is appointed to take possession of all or substantially all of the assets of the **Lessee**, or an assignment is made by **Lessee** for the benefit of its creditors, or any action is taken or suffered by the **Lessee** under any insolvency, bankruptcy or reorganization act. Any or all of the foregoing shall hereinafter be referred to as "Events of Default".

OFFICIAL RECORDS
BK: 2434 PG: 765

12.B. Lessor's Remedies. Upon the occurrence of any of the above Events of Default, the **Lessor** shall have the option to perform any one or more of the following, in addition to, and not in limitation of, any other remedy or right permitted by law or in equity: **(1)** the **Lessor** may at once or any time thereafter, without notice to the **Lessee** or any other person, re-enter and repossess the Premises and remove all persons and effects therefrom, using such forces as may be needed without being deemed guilty in any manner of trespass or forcible entry or detainer; **(2)** the **Lessor** may at once or any time thereafter, without notice to the **Lessee** or any other person, re-enter the Premises and cure, correct or repair any condition which shall constitute a failure on the **Lessee**'s behalf to keep, observe, perform, satisfy or abide by any term, condition, covenant, agreement or obligation of this Agreement or any alteration, amendment, change or addition thereto, and the **Lessee** shall fully reimburse and compensate the **Lessor** upon demand for any costs and expenses incurred in connection with such cure, correction or repair, which sums shall be deemed to be Additional Rent hereunder; **(3)** the **Lessor** may at once or any time thereafter either declare this Agreement to be terminated without prejudice to any and all rights which the **Lessor** may have against the **Lessee** for rents, damages or breach of this Agreement, or attempt to relet the Premises on such terms as the **Lessor** shall determine. In the event the **Lessor** relets the Premises, such reletting shall not be considered as a surrender or acceptance back of the Premises or a termination of this Agreement, and the **Lessee** shall pay the **Lessor** any deficiency between the amount received, if any, from such reletting after such amount is applied first to **Lessor**'s expenses in connection with re-entry, taking possession and reletting, including brokerage fees and commissions, alterations and redecorating as the **Lessor** may deem appropriate to prepare the Premises for reletting, and the amount of Land Rent, Additional Rent and other fees payable by the **Lessee** hereunder. The **Lessee** hereby waives the service of any notice of intention to terminate this Agreement or to re-enter the Premises, and waives the service of any demand for payment of rent or repossession. The **Lessee** further waives any and all rights of redemption granted by or under any present or future laws in the event of the tenant being evicted or dispossessed for any cause, or in the event of the **Lessor** obtaining possession of the Premises by reason of the violation by the **Lessee** of any of the covenants and conditions of this Agreement or otherwise.

12.C. Continuing Responsibilities of Lessee. Notwithstanding the occurrence of any Events of Default, the **Lessee** shall remain liable to the **Lessor** for all payments payable hereunder and for all preceding breaches of any covenant of this Agreement. Furthermore, unless the **Lessor** elects to cancel this Agreement pursuant to **Section 12.B**, the **Lessee** shall remain liable for and promptly pay any and all payments accruing hereunder until such time as this Agreement has been duly canceled. No retaking of possession of the Premises by the **Lessor** (under **Section 12.B** above) shall be construed as an election on its part to terminate this Agreement, unless a written notice of such intention be given to the **Lessee**, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any payments or other moneys due to the **Lessor** hereunder, or of any damages accruing to the **Lessor** by reason of the violations of any of the terms, provisions, and covenants herein contained. **Lessor**'s acceptance of payments or other moneys following any event of default hereunder shall not be construed as the

Lessor's waiver of such event of default unless the event of default is the delinquency in the payment of the amount accepted. No forbearance by the **Lessor** of action upon any violation or breach of any of the terms, provisions and covenants herein contained shall be deemed or construed to constitute a waiver of the terms, provisions and covenants herein contained. Forbearance by the **Lessor** to enforce one or more of the remedies herein provided upon an Event of Default shall not be deemed or construed to constitute a waiver of any such remedy. It is agreed by the Parties that losses or damages that the **Lessor** may suffer by reason of termination of this Agreement, or the deficiency from any reletting as provided for above, shall include the expense of repossession or reletting, any unpaid amounts for construction of improvements, and any repairs or remodeling undertaken by the **Lessor** following repossession.

12.D. Lessee's Remedies. **Lessee** may, in its option, terminate this Agreement and all of its obligations hereunder, if the **Lessee** is not in default in the payment of any payments or other charges to the **Lessor** or in breach of any of the provisions of this Agreement, and only upon or after the happening of any of the following events: **(1)** the inability of the **Lessee** to use Airport for a period of longer than ninety (90) consecutive days due to war, terrorism, disaster or Act of God; **(2)** the issuance of any order, rule or regulation by a competent governmental authority or court having jurisdiction over this Agreement, preventing the **Lessee** from operating its business for a period of ninety (90) consecutive days, provided, however that such inability or such order, rule or regulation is not due to any fault of the **Lessee**.

12.E. Time of the Essence. Time is of the essence of this Agreement.

ARTICLE 13 - NO LIENS

13. **Lessee** shall pay for all labor done or materials furnished in the repair, replacement, development or improvement of the Premises by the **Lessee**, and shall keep said Premises and the **Lessee**'s possessory interest therein free and clear of any lien or encumbrance of any kind whatsoever created by the **Lessee**'s act or omission (excluding any Leasehold Mortgage and Security pursuant to **Article 7** herein). **Lessee**'s Personal Property is not subject to this provision.

ARTICLE 14 - TAXES AND FEES

14. **Lessee** shall timely pay applicable sales, use, intangible and ad valorem taxes of any kind, against the Premises, the real property and any improvements thereto or leasehold estate created herein, or which result from the **Lessee**'s occupancy or use of the Premises, whether levied against the **Lessee** or the **Lessor**. In this regard, **Lessor** will attempt to cause the appropriate taxing authorities to send the applicable tax bills directly to the **Lessee** and the **Lessee** shall remit payment directly to such authorities, and to the extent that such notices are sent to the **Lessor**, the **Lessor** agrees to immediately forward same to the **Lessee**. Additionally, **Lessee** shall timely pay any and all other taxes, assessments and fees (including, without limitation, Hernando County Fire Rescue assessment fees) against the Premises or leasehold estate created herein or any part thereof. **Lessee** may reserve the right to contest such other taxes or assessments and withhold payment of such taxes upon written notice to the **Lessor** of its intent to do so, so long as the nonpayment of such taxes does not result in a lien against the real property or any improvements thereon or a direct liability on the part of the **Lessor**. The **Lessee's** failure

to timely pay its taxes, assessments, and fees hereunder shall be deemed a material breach of this Agreement.

OFFICIAL RECORDS
BK: 2434 PG: 767

ARTICLE 15 - INDEMNIFICATION

15.A. **Lessee** agrees to protect, defend, reimburse, indemnify and hold the **Lessor**, its agents, employees and officers and each of them forever, free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages (including reasonable attorney fees) and causes of action of every kind and character (this is to the extent allowed by law, and except to the extent caused by the **Lessor**'s gross negligence or intentional misconduct) by reason of any damage to property, or the environment (including, without limitation, any contamination of Airport property, such as the soil or storm water, or by fuel, gas, chemicals or any Hazardous Substances as defined in **Section 18.A**, or as may be redefined by the appropriate regulatory agencies in the future), or bodily injury (including death) incurred or sustained by any party hereto, any agent or employee of any party hereto, or any other person whomsoever, or any governmental agency, arising out of or incident to or in connection with the **Lessee**'s performance under this Agreement, the **Lessee**'s use or occupancy of the Premises, the **Lessee**'s acts, omissions or operations hereunder or the performance, non-performance or purported performance of this Agreement or any breach of the terms of this Agreement. **Lessee** recognizes the broad nature of this indemnification and hold harmless clause, and voluntarily makes this covenant and expressly acknowledges the receipt of Ten Dollars ($10.00) and such other good and valuable consideration provided by the **Lessor** in support of this indemnification in accordance with laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with the insurance requirements herein shall not relieve the **Lessee** of its liability or obligation to indemnify the **Lessor** as set forth in this Article.

15.B. Notwithstanding anything to the contrary in the foregoing or within this Agreement, the **Lessor** shall not relinquish or waive any of its rights as a sovereign local government and the **Lessor** reserves all rights and defenses under applicable sovereign immunity law.

ARTICLE 16 - INSURANCE

16.A. General Insurance Terms and Conditions. In the event the **Lessee** becomes in default of the following requirements, the **Lessor** reserves the right to take whatever actions deemed necessary to protect its interests. All insurance herein shall have a Best's Rating of "A" or better.

16.B. Minimum Coverage Requirements. **Lessee** shall maintain the following minimum limits and coverages uninterrupted or amended through the life of this agreement as set forth below:

16.B.1. Workers' Compensation/Employer's Liability. The minimum limits of insurance (inclusive of any amount provided by an umbrella or excess policy) shall be no less than the "Statutory" requirement for Part One.

16.B.2. Liability Insurance. Coverage shall be provided for liability resulting out of, or in connection with, ongoing operations performed by, or on behalf of, the **Lessee** under this Agreement or the use or occupancy of the Premises by, or on behalf

of, the **Lessee** in connection with this Agreement. The minimum limits of liability insurance covering the **Lessee** under this Agreement shall be no less than $1,000,000 and the Hernando County Board of County Commissioners shall be listed as an additional insured on an endorsement to all policies under this provision.

OFFICIAL RECORDS
BK: 2434 PG: 768

16.B.3. Property Insurance. This insurance shall cover any existing or hereafter constructed (including while under construction) buildings, structures, or any other improvements to the Land leased, rented or otherwise demised by the **Lessor** to the **Lessee** under this Agreement. Property insurance shall at all times be maintained in such amount to adequately cover the replacement cost of all buildings, structures and improvements located on the Land. The Hernando County Board of County Commissioners shall be listed as an additional insured on all policies hereunder.

16.B.4. Business Interruption Insurance. **Lessee**, at its option and sole expense, may obtain business interruption or rental insurance to cover its loss for any period that the Premises may be wholly or partially untenable or otherwise unusable hereunder; however, in no event shall the **Lessor** be responsible to pay, credit, or set off such sums or any Land Rent hereunder in the event the Premises become untenable or otherwise unusable for any reason whatsoever.

16.C. Evidence of Insurance. The **Lessee** shall deliver to the **Lessor** all certificates or binders, together with the required endorsements, evidencing the existence of the insurance upon execution of this Agreement and shall be obligated to provide evidence of continuing coverage throughout the term of this Agreement. The insurance binder shall provide that the insurance carrier shall notify the Lessor twenty (20) days prior to the date of expiration of coverage thereunder. The **Lessee** shall notify the Lessor in writing a minimum of twenty (20) days in advance in the event of future insurability cancellation.

16.D. Periodic Review of Coverage Limits. Beginning in year six (6), and every five years thereafter, the **Lessor**, in its sole discretion, may review and adjust the required coverage limits set forth in **Section 16.B**; however, in no event may the **Lessor** increase required coverage in excess of one hundred and twenty five percent (125%) of the preceding five-year period.

ARTICLE 17 - DAMAGE OR DESTRUCTION OF PREMISES

17.A. Partial Damage. In the event all or a portion of the Premises are partially damaged by fire, explosion, the elements, a public enemy, terrorism, aircraft accident, or other casualty, but not rendered untenable, the **Lessee** will make the repairs immediately, at its own cost and expense.

17.B. Extensive Damage. In the event damages as referenced in **Section 17.A** shall be so extensive as to render all or a significant portion of the Premises untenable, but capable of being repaired within one hundred twenty (120) days, the **Lessee** will make the repairs with due diligence, at its sole expense.

OFFICIAL RECORDS
BK: 2434 PG: 769

17.C. Complete Destruction. In the event the Premises are completely destroyed by fire, explosion, the elements, a public enemy, terrorism, aircraft accident, or other casualty or are so damaged that they are untenable and cannot be replaced within one hundred twenty (120) days, the **Lessee** shall fully restore the Premises within twelve (12) months or, pay to the **Lessor**, the **Lessee**'s insurance payment equal to the replacement value of the Premises prior to the destruction.

ARTICLE 18 - ENVIRONMENTAL REGULATIONS AND GENERAL CONDITIONS

18.A. Hazardous Substances. The term "Hazardous Substance" means any substance:

18.A.1. The presence of which requires or may later require notification, investigation or remediation under any environmental law; or

OFFICIAL RECORDS
BK: 2434 PG: 769

18.A.2. That is or becomes defined as a "hazardous waste", "hazardous material", "hazardous substance", "pollutant" or "contaminant" under any environmental law, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601 *et seq.*), the Resource Conservation and Recovery Act (42 U.S.C. § 6901 *et seq.*) and the Code of Federal Regulations thereunder, as said regulations may be amended or renumbered; and including Chapters 376 and 403, *Fla. Stat.*, and the Florida Administrative Rules thereunder, as said regulations may be amended or renumbered; or,

18.A.3. That is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department, commission, board, agency or instrumentality of the United States and/or the State of Florida; or,

18.A.4. The presence of which on the Premises causes or threatens to cause a nuisance on the Premises or to adjacent properties or poses or threatens to pose a hazard to the Premises or to the health or safety of persons on or about the Premises; or,

18.A.5. That contains gasoline, diesel fuel or other petroleum hydrocarbons or volatile organic compounds; or,

18.A.6. That contains polychlorinated biphenyls (PCBs), asbestos or urea formaldehyde foam insulation; or,

18.A.7. That contains or emits radioactive particles, waves or materials, including, without limitation, radon gas.

18.B. General Conditions: Environmental. Notwithstanding any other provisions of this Agreement, and in addition to any and all other requirements of this Agreement or any other covenants, representations or warranties of the **Lessee**, the **Lessee** hereby expressly covenants, warrants and represents to the **Lessor**, in connection with the **Lessee**'s operations on the Premises, the following:

18.B.1. **Lessee** is knowledgeable of all applicable federal, State and local environmental laws, ordinances, rules, regulations and orders, that apply to the **Lessee**'s operations at the Airport and acknowledges that such environmental laws, ordinances, rules, regulations and orders change from time-to-time, and the **Lessee** agrees to keep informed of any such future changes.

OFFICIAL RECORDS
BK: 2434 PG: 770

18.B.2. **Lessee** agrees to comply with all applicable federal, State and local environmental laws, ordinances, rules, regulations and orders that apply to the **Lessee**'s operations. **Lessee** agrees to hold harmless and indemnify the **Lessor** for any violation by the **Lessee** of such applicable federal, State and local environmental laws, ordinances, rules, regulations and orders and for any non-compliance by the **Lessee** with any permits issued to the **Lessee** pursuant to such environmental laws, which hold harmless and indemnify shall include but not be limited to, enforcement actions to assess, abate, remediate, undertake corrective measures and monitor environmental conditions and for any monetary penalties, costs, expenses or damages, including natural resource damages, imposed against the **Lessee**, its employees, invitees, suppliers or service providers or the **Lessor** by reason of the **Lessee**'s violation or non-compliance.

18.B.3. **Lessee** agrees to cooperate with any investigation, audit or inquiry by the **Lessor** or any governmental agency, regarding possible violation of any environmental law or regulation upon the Airport premises.

18.B.4. **Lessee** agrees that all remedies of the **Lessor** as provided herein with regard to violation of any federal, State or local environmental laws, ordinances, rules, regulations or orders shall be deemed cumulative in nature and shall survive termination of this Agreement.

18.B.5. **Lessee** agrees that any notice of violation, notice of non-compliance, or other enforcement action of the nature described in **Section 18.B.2** shall be provided to the **Lessor** within twenty-four (24) hours of receipt by the **Lessee** or the **Lessee**'s agent. Any violation or notice of violation or non-compliance with federal, State or local environmental law or ordinance that the **Lessee** fails to rectify within the earlier of thirty (30) days or such applicable provision herein shall be deemed a default under this Agreement. Any such default which is not cured shall be grounds for termination of this Agreement.

18.B.6. In entering this Agreement, the **Lessor** expressly relies on the covenants, representations and warranties of the **Lessee** as stated herein.

18.C. General Conditions: Stormwater.

18.C.1. Notwithstanding any other provisions or terms of this Agreement, the **Lessee** acknowledges that certain properties within the Airport, or on the **Lessor** owned land, are subject to stormwater rules and regulations. **Lessee** agrees to observe

and abide by such stormwater rules and regulations as may be applicable to the Premises.

OFFICIAL RECORDS
BK: 2434 PG: 771

18.C.2. **Lessee** acknowledges that any stormwater discharge permit issued to the **Lessor** may name the **Lessee** as a co-permittee or the **Lessee** may be required to submit a separate Notice of Intent for the Premises before the expiration date of the existing EPA NDPES Stormwater Multi-Sector General Permit (MSGP). The **Lessor** and the **Lessee** both acknowledge that close cooperation is necessary to ensure compliance with any stormwater discharge permit terms and conditions, as well as to ensure safety and to minimize cost of compliance. The **Lessee** acknowledges further that it may be necessary to undertake actions to minimize the exposure of stormwater to "significant materials" (as such term may be defined by applicable stormwater rules and regulations) generated, stored, handled or otherwise used by the **Lessee** by implementing and maintaining "best management practice" (as such term may be defined in applicable stormwater rules and regulations).

18.C.3. **Lessor** will provide the **Lessee** with written notice of any stormwater discharge permit requirements applicable to the **Lessee** and with which the **Lessee** will be obligated to comply including the submittal of Notice of Intent to the appropriate agency along with a copy to the **Lessor**. **Lessee** may also be required to comply with the following requirements including but not limited to: certification of non-stormwater discharges; collection of stormwater samples; preparation of stormwater pollution prevention or similar plans; implementation of best management practices; and maintenance and submittal of necessary records. In complying with such requirements, the **Lessee** shall observe applicable deadlines set by the regulatory agency that has jurisdiction over the permit. **Lessee** agrees to undertake, as its sole expense, those stormwater permit requirements for which it has received written notice from the regulatory agency and that apply to the Premises, and the **Lessee** agrees that it will hold harmless and indemnify the **Lessor** for any violations or non-compliance with any such permit requirements.

18.D. General Conditions: Solid and Hazardous Waste.

18.D.1. If the **Lessee** is deemed to be a generator of hazardous waste, as defined by federal, State or local law, the **Lessee** shall obtain a generator identification number from the U.S. Environmental Protection Agency ("EPA") and the appropriate generator permit and shall comply with all federal, State and local laws, and any rules and regulations promulgated thereunder, including but not limited to, ensuring that the transportation, storage, handling and disposal of such hazardous wastes are conducted in full compliance with applicable law.

18.D.2. **Lessee** agrees to provide the **Lessor**, within ten (10) days after the **Lessor**'s request, copies of all hazardous waste permit application documentation, permits, monitoring reports, transportation responses, storage and disposal plans and

material safety data sheets prepared or issued in connection with the **Lessee**'s use of the Premises.

OFFICIAL RECORDS
BK: 2434 PG: 772

18.E. Installation of Underground Tanks. **Lessee** shall not be permitted to install underground storage tanks of any kind.

18.F. Environmental Inspection at End of Agreement Term.

18.F.1. At least thirty (30) days, but no more than ninety (90) days, before the expiration of the Term of this Agreement, including renewals or extensions thereto (as provided in **Article 4** herein), the **Lessee**, shall conduct an environmental inspection, examination and audit to be performed within the aforementioned time period. The cost for professional consulting and engineering services required for such audit shall be at the sole cost of the **Lessee**. **Lessee** agrees to pay all associated laboratory and testing fees incurred to test and analyze samples collected during the audit process. If the existence of Hazardous Substances or hazardous waste are detected, the **Lessee** shall immediately take such action as is necessary to clean up the contamination at its own expense, and in accordance with applicable federal, State and local law and the foregoing provisions of this **Article 18**.

18.F.2. If the **Lessor** is unable to lease the Premises during the period of a cleanup, referred to in this Article, due to the environmental condition of the Premises, in addition to any other damages for which the **Lessee** may be liable, the **Lessee** shall be responsible for payment of lost Land Rent or lost use to the **Lessor**.

18.F.3. The firm conducting cleanup work must be approved by the **Lessor**, and the methodology used by such firm shall be consistent with then current engineering practices and methods required by the State of Florida or the United States government and be reasonably acceptable to the **Lessor**.

18.G. Lessor Contamination. Nothing in this **Article 18** shall be construed to make the **Lessee** liable to the **Lessor** in any way for any contamination or release of Hazardous Substances that occurs as a result of the actions of the **Lessor** or any of its employees, agents or contractors.

18.H. Site Contamination. Nothing in this **Article 18** shall be construed to make the **Lessee** liable to the **Lessor** in any way for any contamination or release of Hazardous Substances affecting the Premises that occurs by reason of the migration or flow to the Premises from verifiable or documented offsite contamination that is not attributable in any way whatsoever to the **Lessee**'s activities at or upon the Premises or under this Agreement.

ARTICLE 19 - COMPLIANCE WITH LAWS, REGULATIONS, ORDINANCES, RULES

19.A. **Lessee** and its subcontractors shall at all times comply with all applicable federal, State and local laws and regulations, Airport rules, regulations and operating directives as are now or may

hereinafter be prescribed by the **Lessor**, all applicable health rules and regulations and other mandates whether existing or as promulgated from time to time by the federal, State or local government, or the **Lessor** including, but not limited to, permitted and restricted activities, security matters, parking, ingress and egress, environmental and storm water regulations and any other operational matters related to the operation of the Airport. If the **Lessee**, its officers, employees, agents, subcontractors or those under its control shall fail or refuse to comply with said measures and such non-compliance results in a monetary penalty being assessed against the **Lessor**, then, in addition to any other remedies available to the **Lessor**, the **Lessee** shall be responsible and shall reimburse the **Lessor** in the full amount of any such monetary penalty or other damages. This amount must be paid by the **Lessee** within ten (10) days of written notice.

OFFICIAL RECORDS
BK: 2434 PG: 773

19.B. Further, where the **Lessee** is a corporation, limited liability company, limited partnership, professional association or any other business entity, whether domestic or foreign, which is required to be registered with the Florida Secretary of State, then the **Lessee** shall be so registered and in good standing at the time of execution of this Agreement and the **Lessee** shall remain current and in good standing with the Florida Secretary of State at all times during this Agreement (including renewals or extensions thereto).

ARTICLE 20 - GOVERNMENTAL INCLUSIONS

20. This Agreement is subordinate to the provisions of the deed and other instruments from the United States of America conveying title to the Airport or otherwise imposing restrictions of record concerning use and operation of the Airport. This Agreement is further governed by all rules, regulations and orders of the Federal Aviation Administration (FAA) including, but not limited to, Compliance Order 5190.6A, as amended from time to time, relative to the operation of surplus airport property which includes the Airport herein.

ARTICLE 21 - NON-EXCLUSIVE

21. Notwithstanding any other provision of this Agreement, it is understood and agreed that the rights granted under this Agreement 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) on other portions of Airport property. Nor shall this Agreement be construed to grant or authorize the granting of an exclusive right within the meaning of 49 U.S.C. § 40103(e) or 49 U.S.C. § 47107(a), as said regulations may be amended or renumbered.

ARTICLE 22 - RIGHT TO DEVELOP AIRPORT

22. It is covenanted and agreed that the **Lessor**, in its sole discretion, reserves the right to further develop or improve the Airport and all landing areas and taxiways.

ARTICLE 23 - RIGHT OF FLIGHT

23.A. **Lessor** reserves, for the use and benefit of the public, a right of flight for the passage of airspace above the surface of the real property owned by the **Lessor**, including the Premises, 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 on Airport.

OFFICIAL RECORDS
BK: 2434 PG: 774

23.B. **Lessee** expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the Premises to such a height so as to fully comply with all requirements imposed pursuant to 14 C.F.R. Part 77 (Objects Affecting Navigable Airspace), as said regulations may be amended or renumbered. **Lessee** further expressly agrees for itself, its successors and assigns, to prevent any use of the Premises which adversely affect the operation or maintenance of Airport, or otherwise constitute an Airport hazard.

ARTICLE 24 - RIGHT OF ENTRY

24. **Lessor** shall have the right to enter the Premises for the purpose of periodic inspection of the Premises from the standpoint of safety and health, and monitoring the **Lessee**'s compliance with the terms of this Agreement.

ARTICLE 25 - PROPERTY RIGHTS RESERVED

25. This Agreement shall be subject and subordinate to all the terms and conditions documents under which the **Lessor** acquired the land or improvements thereon, of which said Premises are a part. **Lessee** understands and agrees that this Agreement shall be subordinate to the provisions of any existing or future agreement(s) between the **Lessor** and the United States of America, or any of its agencies, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport, and to any terms or conditions imposed upon the Airport by any other governmental entity.

ARTICLE 26 - SUBORDINATION OF TRUST AGREEMENT

26. This Agreement and all rights of the **Lessee** hereunder are expressly subordinated and subject to the lien and provisions of any pledge, transfer, hypothecation or assignment made (at any time) by the **Lessor** to secure financing. Conflicts between this Agreement and the documents mentioned above shall be resolved in favor of such documents.

ARTICLE 27 - NONDISCRIMINATION / AFFIRMATIVE ACTION

27. **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 so as to fully comply with all 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.

ARTICLE 28 - SIGNS

28. **Lessee** may, at the **Lessee**'s sole expense, erect such exterior signs concerning the **Lessee**'s business, as may conform and comply with all requirements of appropriate governmental authorities including, but not limited to, existing sign ordinances and regulations of Hernando County. The **Lessee** agrees to obtain all necessary permits or licenses with respect to said signs, to maintain said signs in a good state of repair, to save the **Lessor** harmless from any loss, cost or damage as a result of the erection, maintenance, existence or removal of said signs and to repair any damage which may have been caused by the erection, existence, maintenance or removal of said signs, and providing further that the plan and location for said signs be submitted to and approved by the **Lessor** in writing prior to the erection or alteration thereof. At the end of the term of this Agreement, the **Lessee** agrees to remove, at the **Lessee**'s sole expense, any exterior signs erected during the term of this Agreement and to repair, at the **Lessee**'s sole expense, any damage caused thereby.

OFFICIAL RECORDS
BK: 2434 PG: 775

ARTICLE 29 - ENJOYMENT

29. **Lessor** represents and warrants that the **Lessee** shall peaceably have, hold and enjoy the Premises during the Term of this Agreement (including renewals and extensions thereto) without hindrance or molestation from the **Lessor** subject, however, to all the terms and provisions hereof and covenants, easements and other encumbrances affecting the Premises.

ARTICLE 30 - ASSIGNMENT AND SUBLETTING

30. **Lessee** may not voluntarily assign this Agreement or sublease the Premises, in whole or in part, without the prior written consent of the **Lessor**, which consent will not be unreasonably withheld, conditioned or delayed; however, in the event of any voluntary assignment (excluding bankruptcy, forfeiture, and foreclosure) or sub-lessee, the **Lessee** agrees that it shall remain jointly and severally liable, together with any assignee or sub-lessee , for the performance of all terms and conditions in this **Agreement** unless otherwise released by the **Lessor** in writing. In determining whether to grant or deny its consent to any assignment or sublease, the Lessor may review and consider the financial capacity and business experience of the proposed assignee or sub-lessee.

ARTICLE 31 - WAIVER OF CLAIM

31. **Lessee** hereby waives any claim against the **Lessor**, and its officers, board members, agents or employees for loss of anticipated profits caused by any suit or proceedings directly or indirectly attacking the validity of this Agreement or any part hereof, or by any judgment or award in any suit or proceeding declaring this Agreement null, void, or voidable, or delaying the same, or any part hereof, from being carried out.

ARTICLE 32 - APPLICABLE LAW; VENUE; ATTORNEY'S FEES

32. This Agreement shall be governed by the laws of Florida and shall be deemed to have been prepared jointly by the **Lessee** and the **Lessor**, and any uncertainty or ambiguity existing herein, if any, shall not be interpreted against either party, but shall be interpreted according to the application of the

rules of interpretation for arm's-length agreements. Each party hereto shall bear their own attorneys' fees and costs in the event of any dispute, claim, action or appeal arising out of or related to this Agreement.

OFFICIAL RECORDS
BK: 2434 PG: 776

ARTICLE 33 - NOTICES AND COMMUNICATIONS

33. All notices or communications whether to the **Lessor** or to the **Lessee** will be considered valid upon receipt by the party addressed to, and shall be addressed as follows:

TO LESSOR: c/o Airport Director, 16110 Aviation Loop Drive, Brooksville, FL 34604; ***and copy to***: County Attorney's Office, 20 Main Street, Suite 462, Brooksville, FL 34601

TO LESSEE: Dennis or Pamela Wilfong, 21033 Violet Road, Brooksville, FL, 34609.

or to such other address as either Party may designate in writing by notice to the other party in accordance with the provisions of this Article. If the Notice is sent through the U.S. Mail or private delivery company (*e.g.* FedEx, UPS), a verifiable tracking documentation such as certified receipt or overnight mail tracking receipt shall be used.

ARTICLE 34 - AGENT FOR SERVICE OF PROCESS

34. **Lessee** agrees that service of process may be made against its Florida registered agent, any of its officers or directors, its on-site manager, or its designated representation in **Article 1** hereunder. It is further expressly understood that **Lessee** hereby agrees to the process so served, submits to the jurisdiction of Hernando County courts and waives any and all obligation and protest thereto, any laws to the contrary notwithstanding.

ARTICLE 35 - COMPLETE AGREEMENT; SUPERSEDES; AMENDMENTS

35.A. Upon this Agreement becoming Effective, all prior leases, amendments thereto and assignments thereof between the Parties (included those instruments recorded in Official Records Book 705, at Pages 1106 - 1114; Official Records Book 832, at Pages 1537 - 1539; Official Records Book 844, at Pages 299 - 312; and Official Records Book 1108, at Pages 1362 - 1364, of the Public Records of Hernando County, Florida) shall be deemed canceled in their entirety and shall have no further force and effect (exclusive of environmental claims and indemnities). This Agreement represents the complete understanding between the Parties regarding the leasing of Lot 37, Hernando County Airport Industrial Park Unit 1, and all prior agreements and representations, whether written or verbal, are hereby superseded by this Agreement.

35.B. Further, the Parties acknowledge and agree that the **Lessee** has fully relinquished and surrendered all of its interest in Lot 36 (in whole or portion thereof), Hernando County Airport Industrial Park Unit 1 (as recorded in Plat Book 17, Pages 80 - 83, of the Public Records of Hernando County, Florida) to the **Lessor**, and that the **Lessor** has released the **Lessee** from any further obligations regarding Lot 36 including payment of rent (exclusive of environmental claims and indemnities). Consistent with the foregoing, those certain leases recorded in Official Records Book 985, at Pages 147 - 152; and Official Records 1012, at Pages 405 -409, of the Public Records of Hernando County, Florida,

shall be deemed canceled in their entirety and shall have no further force and effect (exclusive of environmental claims and indemnities).

OFFICIAL RECORDS
BK: 2434 PG: 777

35.C. This Agreement may subsequently be amended only by written instrument signed by the Parties hereto. Any and all amendments or modifications to this Agreement shall be in conformity with the provisions herein and shall comport with all laws, regulations, rules and orders regarding the leasing of surplus airport property and including, without limitation, the provisions referenced in **Article 20** herein.

ARTICLE 36 - SEVERABILITY

36. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be declared invalid or deemed unenforceable by a court of competent jurisdiction or superseding law, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law notwithstanding the invalidity of any other term or provision hereof.

ARTICLE 37 - BINDING EFFECT

37. This Agreement and the covenants and conditions contained herein shall be binding upon and inure to the benefit of the **Lessor** and its successors and assigns, and shall be binding upon the **Lessee** and its successors and assigns.

ARTICLE 38 - RECORDING OF LEASE AGREEMENT

38. **Lessor** shall record this Agreement in the public records of Hernando County. The **Lessee** shall pay all recording costs.

ARTICLE 39 - MISCELLANEOUS

39.A. Wherever used, the singular shall include the plural, the plural the singular, and the use of any gender shall include all genders.

39.B. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

****

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

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 and attested by their duly authorized officers or representatives.

OFFICIAL RECORDS
BK: 2434 PG: 778

ATTEST:

Kimberly Oneill

DENNIS WILFONG (LESSEE)

By: _____
Dennis Wilfong Date

ATTEST:

Kimberly Oneill

PAMELA WILFONG (LESSEE)

By: _____
Pamela Wilfong Date

ATTEST:

SEAL

KAREN NICOLAI
CLERK OF CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA (LESSOR)

By: _____ 4-24-07
JEFF STABINS Date
CHAIRPERSON

WITNESS:

CONCURRENCE
HERNANDO COUNTY AVIATION AUTHORITY

By: _____ 4/17/07
STEVE HELM Date
CHAIRMAN

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

4/12/07

Geoffrey T. Kirk
Assistant County Attorney

Wilfong-lot37-031407.wpd
Print: April 12, 2007 (6:19am)

STATE OF FLORIDA
COUNTY OF HERNANDO

OFFICIAL RECORDS
BK: 2434 PG: 779

The foregoing instrument was acknowledged before me this 16th day of April, 2007, by Dennis Wilfong, who is personally known to me or who has produced _____ as identification.

Karen K. Synychak
(Signature of person taking acknowledgment)
Karen K. Synychak
(Name typed, printed or stamped)

(Title or rank) (Serial number, if any)

Karen K Synychak
My Commission DD343500
Expires September 29, 2008

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me this 16th day of April, 2007, by Pamela Wilfong, who is personally known to me or who has produced _____ as identification.

Karen K Synychak
(Signature of person taking acknowledgment)
Karen K Synychak
(Name typed, printed or stamped)

(Title or rank) (Serial number, if any)

Karen K Synychak
My Commission DD343500
Expires September 29, 2008

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me this 25th day of April, 2007, by Jeff Stabins, Chairman of the Hernando County Board of County Commissioners, who is personally known to me or who has produced _____ as identification.

DORIS N. CUPELES
My Commission DD 534614
EXPIRES: March 30, 2010

Doris N. Cupeles
(Signature of person taking acknowledgment)
DORIS N CUPELES
(Name typed, printed or stamped)

(Title or rank) (Serial number, if any)

EXHIBIT "1"

LEGAL DESCRIPTION OF THE LAND

The Northern 388.51' of Lot 37, Hernando County Airport Industrial Park Unit 1, as recorded in Plat Book 17, Pages 80 - 83, of the Public Records of Hernando County, Florida.

OFFICIAL RECORDS
BK: 2434 PG: 780

April 16, 2007

TO: THE HONORABLE CHAIRMAN AND MEMBERS OF THE HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS

VIA: GARY W. KUHL, COUNTY ADMINISTRATOR

FROM: JAMES D. GANTT, C.P.M., CPPO, DIRECTOR PURCHASING and CONTRACTS DEPARTMENT

SUBJECT: TERM CONTRACT FOR FURNISHING WHITE CONCRETE SAND SOLICITATION NO. C07-025/KCb

Brief Overview: At the request of the Parks and Recreation Department the Purchasing and Contracts Department prepared procurement documents soliciting bids for a twenty-four month term contract with renewal clause, for providing white concrete sand.

Budget Impact: Funding is available in the following Accounts: 04451 - 5304601

:Reviewed

Legal Note: In accordance Part II, Chapter 2, Article V Hernando County Code of Ordinances. **(LR#07-76).**

:Reviewed

RECOMMENDED ACTION: Staff recommends that the Board award a twenty-four month term contract with renewal clause for the supply and delivery of white concrete sand to Patco Transport Inc. as the lowest, responsive bidder. Contract becomes effective upon date of award and is based on the unit prices bid. The estimated expenditure during the first twelve months is $48,000.00.

CONSENT AGENDA ITEM 6.

I. TABULATION OF BIDS

Purchasing and Contracts placed the legal advertisement and mailed Invitations for Bid to prospective vendor. The following is a summary of the responses received.

	Patco Transport	Cliff's Construction	E. R. Jahna , Lake Whates
1.White Concrete Sand	$16.30/ton	$24.75/ton	$27.50/ton

II. EVALUATION OF BIDS

Staff evaluated the bids on the basis of price, conformance with specifications and the Bidder's ability to perform the contract in accordance with the terms and conditions required. Bid responses were reviewed and evaluated by the Department of Parks and Recreation.

Patco Transport added a 10% increase for the second twelve month period of the 24-month term of the contract. The increase is an additional $1.63 more per ton or $17.93 per ton. Even with this increase, the price per ton for supply and delivery of white concrete sand is 43.5% less than the next lowest, responsive bid of $24.75.

Staff determined that Patco Transport Inc. submitted the lowest, responsive, responsible bid.

/KCB
Attachment

CC: Charles "Pat" Fagan, Directtor, Dept. of Parks and Recreation
Roy Link, Dept. of Parks and Recreation
Charlene Elliot, Finance Coordinator, Dept. of Parks and Recreation
File No. C07-025

PARKS AND RECREATION DEPARTMENT
MEMORANDUM

TO: Kathleen Buffum, Purchasing and Contracts

FROM: Charles "Pat" Fagan, Parks & Recreation Director CPF

DATE: April 16, 2007

RE: Bid # 07-025 White Concrete Sand

After speaking with staff, the Hernando County Parks Department would like to recommend the award of the white concrete sand contract to the low bidder Patco Transport.

Attached is a letter from Patco Transportation verifying the delivery of materials on an emergency basis.

If you have any questions or need additional information, please contact me at 352-754-4027.

RECEIVED
CENTRAL PURCHASING
07 APR 16 AM 8:52

F:\WPDATA\BME\parks\Memo\ConcreteSandMemo.wpd

PURCHASE REQUISITION

33935
REQUISITION NUMBER

PURCHASE ORDER NUMBER | DATE

12-5-06
REQUISITION DATE

Parks
REQUESTING DEPARTMENT/DIVISION

Roy Link (23035)
INITIATOR

SUGGESTED VENDOR(S)

TOTAL ESTIMATED COST: $48,000

CSR Rinker

DEPARTMENT APPROVAL: Charles "Pat" Fogo

FUNDING APPROVAL:

PURCHASE JUSTIFICATION: Term Contract for Park use

SPECIAL INSTRUCTIONS:

CONTRACT NUMBER	REQ. DEL. DATE	DELIVERY POINT	SHIPPING INFORMATION	DEPT. VENDOR APPROVAL ?
	1-30-07	See Attached Info		YES ____

FOB POINT	TERMS	OVERSHIP AUTHORIZATION	CONFIRMING PURCHASE ORDER ?	BUYER
			YES ___ NO ___	

SOL/TYPE	VENDOR CODE	FUND	ACCOUNT NUMBER	DEPT. NO.	BID ITEM ?	BID NO.	BID DATE
		0011	5304601	04451	YES ___ NO ___		

ITEM NUMBER	QTY. ORDERED	UNIT	MATERIALS OR SERVICES	ESTIMATED COST UNIT	ESTIMATED COST TOTAL	CIC CODE	ACTUAL COST UNIT	ACTUAL COST TOTAL
	3000	Tons	Please initiate the bid process to get 3000 tons of white concrete sand, per year lined up on a Term Contract. Please see the attached documents.					

RECEIVED
CENTRAL PURCHASING
06 DEC -5 AM 9:39

WHITE, CANARY, PINK COPY to Purchasing – GOLDENROD COPY Department retains

PATCO TRANSPORT INC.

PO BOX 2829
BELLEVIEW, FL. 34421
PHONE: 352-748-3482
FAX: 352-748-8884

TO: HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS
MR. ROY LINK

FROM: PATCO TRANSPORT

RE: BID # 07-025 WHITE CONCRETE SAND

TO WHOM IT MAY CONCERN:

THE QUESTION IS : IN AN EMERGENCY CAN WE DELIVER MATERIAL AROUND THE CLOCK ?

IF THE QUANITIES ON WEEKENDS IS 2000 TONS OR MORE GENERALLY THE MINES WILL OPEN ALLOWING US TO HAUL TO YOU. SHOULD YOU DESIRE LESS QUANITIES THAN ABOVE WE WOULD THEN HAVE TRUCKS PRELOADED FOR DELIVERIES ON SATURDAY.

REFERENCE:
CEMEX ATT: MIKE McGARRY @ (813) 269-1078

CRYSTAL RIVER QUARRIES ATTN: ED COLITZ @ (352) 795-2409

RON PAISLEY-GEN. MANAGER
PATCO TRANSPORT

HERNANDO COUNTY
PURCHASING CONTRACTS DEPARTMENT
20 NO. MAIN ST., ROOM 265,
BROOKSVILLE, FL 34601

BID TABULATION
SOLICITATION TITLE: WHITE CONCRETE SAND
SOLICITATION NO. 07-025/KCB

BID OPENING: FEBRUARY 28, 2007

			Patco Transport Coleman, FL 33521 (800) 725-3482 Fax (352) 748-3482	Cliff's Construction Brooksville, FL 34603 (352) 796-4540	E. R. Jahna Industries Lake Wales, FL 33859		
#	DESCRIPTION	UNIT PRICE					
1	white concrete sand	$ per ton	$16.30	$24.75	$27.50	$0.00	$0.00
Offers from the Vendors listed herein are the only offers received timely as of the above opening date and time. All other offers submitted in response to this solicitation are hereby rejected.							

April 16, 2007

TO: THE HONORABLE CHAIRMAN AND MEMBERS OF THE HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS

VIA: GARY W. KUHL, COUNTY ADMINISTRATOR

FROM: JAMES D. GANTT, C.P.M., CPPO, DIRECTOR PURCHASING and CONTRACTS DEPARTMENT

SUBJECT: TERM CONTRACT FOR FURNISHING WHITE CONCRETE SAND SOLICITATION NO. C07-025/KCb

Brief Overview: At the request of the Parks and Recreation Department the Purchasing and Contracts Department prepared procurement documents soliciting bids for a twenty-four month term contract with renewal clause, for providing white concrete sand.

Budget Impact: Funding is available in the following Accounts:
04451 - 5304601

_____:Reviewed

Legal Note: In accordance Part II, Chapter 2, Article V Hernando County Code of Ordinances. **(LR#07-76)**.

_____:Reviewed

RECOMMENDED ACTION: Staff recommends that the Board award a twenty-four month term contract with renewal clause for the supply and delivery of white concrete sand to Patco Transport Inc. as the lowest, responsive bidder. Contract becomes effective upon date of award and is based on the unit prices bid. The estimated expenditure during the first twelve months is $48,000.00.

"MINUTES OF"

APR 24 2007

CONSENT AGENDA ITEM 6.

PARKS AND RECREATION DEPARTMENT
MEMORANDUM

TO: Kathleen Buffum, Purchasing and Contracts

FROM: Charles "Pat" Fagan, Parks & Recreation Director CPF

DATE: April 16, 2007

RE: Bid # 07-025 White Concrete Sand

After speaking with staff, the Hernando County Parks Department would like to recommend the award of the white concrete sand contract to the low bidder Patco Transport.

Attached is a letter from Patco Transportation verifying the delivery of materials on an emergency basis.

If you have any questions or need additional information, please contact me at 352-754-4027.

RECEIVED
CENTRAL PURCHASING
07 APR 16 AM 8:52

SOLICITATION - OFFER - AWARD

SOLICITATION NO:	DATE ISSUED	REQUISITION NO	CONTRACT NO:
C-07-025/KCB	February 2, 2007		07-025

ISSUED BY:	SUBMIT BID OFFER TO:
BOARD OF COUNTY COMMISSIONERS **HERNANDO COUNTY, FLORIDA** Jeff Stabins - Chairman Christopher Kingsley - Vice Chairman Rose Rocco - Second Vice Chairman Diane Rowden David Russell	**CLERK OF THE CIRCUIT COURT** **20 NORTH MAIN STREET, ROOM 131** **BROOKSVILLE, FL 34601-2800** Karen Nicolai Clerk of Circuit Court

SOLICITATION

SEALED OFFERS, IN TWO (2) ORIGINALS, FOR FURNISHING THE SERVICES, SUPPLIES OR EQUIPMENT DESCRIBED HEREIN WILL BE RECEIVED AT THE OFFICE OF THE CLERK OF THE CIRCUIT COURT, ROOM 131, HERNANDO COUNTY GOVERNMENT CENTER, 20 NORTH MAIN STREET, BROOKSVILLE, FL 34601-2800, **UNTIL 3:00 P.M. ON FEBRUARY 28, 2007.** NO BID OFFERS WILL BE ACCEPTED AFTER THE ABOVE STIPULATED DATE AND TIME. THIS IS AN ADVERTISED SOLICITATION AND THE OFFERS WILL BE PUBLICLY OPENED IN THE PURCHASING AND CONTRACTS OFFICE, 20 N. MAIN ST., ROOM 265 HERNANDO COUNTY GOVERNMENT CENTER AT **3:00 P.M. ON THE SAME DATE.**

ITEM NO.	DESCRIPTION OF SERVICE/SUPPLIES/EQUIPMENT	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
1.	**WHITE CONCRETE SAND - DELIVERED PRICE (SAMPLE TO BE PROVIDED WITH BID)** **24-MONTH TERM CONTRACT, WITH RENEWAL CLAUSE, FOR THE SUPPLY/DELIVERY OF WHITE CONCRETE SAND.** **SEE DELIVERY TERMS ON PAGE 5, Item 6. b.** **DELIVERY - NUMBER OF DAYS FROM DATE ORDER IS PLACED: 1.** **RETURN TWO ORIGINAL COPIES OF THIS SOLICITATION.** (SEE ATTACHED SPECIFICATIONS & DELIVERY SCHEDULE)			$16.30/ton with A 10% INCREASE FOR THE SECOND YEAR OF THE CONTRACT	

OFFER

(TERMS, CONDITIONS AND SPECIFICATIONS ARE INCLUDED AS PARTS HEREOF)

IN COMPLIANCE WITH THE ABOVE, THE UNDERSIGNED, BEING DULY AUTHORIZED TO SIGN THIS BID FOR THE BIDDER, AGREES THAT IF THIS OFFER IS ACCEPTED WITHIN 60 DAYS FROM THE BID OPENING DATE, TO FURNISH TO HERNANDO COUNTY ANY AND ALL ITEMS FOR WHICH PRICES ARE OFFERED IN THIS BID SOLICITATION AT THE PRICE(S) SO OFFERED, DELIVERED AT DESIGNATED POINT(S), WITHIN THE TIME PERIOD SPECIFIED, AND AT THE TERMS AND CONDITIONS SO STIPULATED IN THE SOLICITATION FOR BIDS.

DISCOUNT FOR PROMPT PAYMENT: 0 % 10 CALENDAR DAYS 0 % 20 CALENDAR DAYS 0 % 0 CALENDAR DAYS

BIDDERS COMPANY NAME, ADDRESS AND PHONE NUMBER	NAME AND TITLE OF PERSON AUTHORIZED TO SIGN BID OFFER:	
PATCO TRANSPORT PO Box 1069 Coleman, FL 33521 800-725-3452 352-748-3452	BOBBY T PEAVEY BIDDER'S SIGNATURE	OFFER DATE 2/21/07

AWARD

(TO BE COMPLETED BY COUNTY)

LEGAL NOTE REVIEWED AS TO FORM & LEGAL SUFFICIENCY	BY: _____ CTY ATTORNEY'S OFFICE	DATE: 4/17/07

ACCEPTED AS TO ITEM(S) NO.	AMOUNT	ACCOUNTING CODE
All	$16.30/ton	5304601

SUBMIT INVOICES TO	NAME AND TITLE OF PERSON AUTHORIZED TO SIGN ACCEPTANCE AND AWARD FOR THE COUNTY	
HERNANDO COUNTY **PURCHASING AND CONTRACTS DEPARTMENT** **20 NORTH MAIN STREET, ROOM 265** **BROOKSVILLE, FL 34601-2828**	SIGNATURE	AWARD DATE: 4-24-07

SOLICITATION INSTRUCTIONS AND CONDITIONS

1. The term COUNTY used herein refers to the Board of County Commissioners, Hernando County, or its duly authorized representative.

2. The term BIDDER used herein refers to the dealer/manufacturer/business organization submitting a bid to the COUNTY in response to this solicitation.

3. The term VENDOR used herein refers to a bidder awarded a contract by the Board of County Commissioners for the furnishing of goods or services to the COUNTY.

4. BIDDERS are expected to make all investigations necessary to thoroughly inform themselves regarding all drawings, specifications, delivery requirements, performance requirements, site locations and all solicitation instructions to satisfy themselves of conditions affecting submission of their bid and the terms and cost of performing the contract. No plea of ignorance by the BIDDER of conditions that exist or may hereafter exist as a result of failure or omission on the part of the BIDDER to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the COUNTY or the compensation to the BIDDER.

5. No material, labor or facilities will be furnished by the COUNTY unless specifically stated.

6. The BIDDER hereby attests and agrees by affixing his signature to this proposal that: "Bidder certifies that his bid is made without previous understanding, agreement, or connection with any person, firm, or corporation making or considering the making of a bid for the same items or service and is all respects fair, without outside control, collusion, fraud, or otherwise illegal action".

7. The BIDDER warrants that the prices of the items set forth herein do not exceed those charged by the BIDDER to any other customer purchasing the same item in like or comparable quantities.

8. The BIDDER warrants that the prices of the items set forth herein do not exceed the prices charged by the BIDDER under a contract with the State of Florida or any of its agencies.

9. The BIDDER agrees that the supplies and services furnished under this award shall be covered by the most favorable commercial warranties the BIDDER gives to any customer for comparable quantities of such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the COUNTY by any other provision of this award.

10. Discounts for payments within less than twenty (20) days will not be considered in evaluation of bids, however, offered discounts will be taken for less than twenty (20) days if payment is made within the discount period.

11. Bids shall be submitted in sealed envelopes addressed as noted on the front page of this solicitation. The name and address of the BIDDER, the date and hour of the bid opening and the goods or service bid on shall be placed on the outside of the envelope. Bids not properly identified may be rejected. **No responsibility shall attach to Hernando County, the Clerk of the Circuit Court, or any official or employee thereof, for the pre-opening of, post-opening of, or failure to open, a bid not properly addressed and identified.**

12. Blank spaces in the bid must be properly filled in and the phraseology of the bid must not be changed. Additions must not be made to items mentioned therein and any unauthorized conditions, limiting any provisions, attached to a bid shall render it irregular and may cause its rejection.

13. The responsibility for delivering the bid to the COUNTY on or before the stated time and date will be solely and strictly the responsibility of the BIDDER. The COUNTY will be in no way responsible for delays caused by the U.S. Postal Service, any courier system, or any other occurrence.

14. Bids and modifications received after the time set for the receipt of sealed bids will not be considered. **Such bids will be returned unopened.**

15. Modifications in writing received prior to the time set for the receipt of sealed bids will be accepted. Such modifications must be submitted in a sealed envelope and marked accordingly.

16. Bids must be submitted on and in the forms specified. Telegraphic or facsimile bids will not be considered.

17. A bidder may withdraw his proposal provided the request is made in writing and delivered either in person or by priority mail to Hernando County Central Purchasing Department, 20 N. Main Street, Room 265, Brooksville, Florida 34601-2828, not less than one (1) hour prior to the time set for opening of bids. **Bids may not be withdrawn after the time noted above and for the period of time after the opening of bids as stated in the terms, conditions and specifications of this solicitation.**

18. The COUNTY reserves the privilege of auditing a vendor's records, by a representative of the COUNTY, as such records relate to purchases between the COUNTY and said vendor. Such records include, but are not limited to: all books, records, and memoranda of every description, pertaining to work under contract and further, the COUNTY reserves the right to reproduce any of the aforementioned documents.

19. The contract shall be awarded to that responsible BIDDER whose offer will be most advantageous to the COUNTY, price and other factors considered.

20. The COUNTY may accept any separate item or group of items of any offer, unless the BIDDER qualifies his offer by specific limitations or the specific terms and conditions included herein indicate that bids will be accepted on an all or nothing basis.

21. The COUNTY reserves the right to reject any or all offers and to waive informalities and minor irregularities in offers received, in accordance with the Hernando County Purchasing Ordinance.

22. Inspection and acceptance of the supplies/services purchased herein will be accomplished at the designated delivery point by a duly authorized representative of the COUNTY.

23. **Any and all Terms, Conditions and/or Specifications which vary from the Solicitation Instructions and Conditions shall have precedence.**

IF A TABULATION OF BIDS IS DESIRED, ENCLOSE A SELF ADDRESSED STAMPED ENVELOPE WHEN SUBMITTING BID. TABULATIONS WILL NOT BE TRANSMITTED BY FACSIMILE.

TERMS, CONDITIONS AND SPECIFICATIONS
Term Contract for Supplies

1. GENERAL:

a. It is the intent of this solicitation to obtain bids for furnishing WHITE CONCRETE SAND for the Board of County Commissioners, Hernando County, Florida. Said supplies to be furnished in accordance with the contract resulting from this solicitation shall be completely suitable for the operational use of the Parks and Facilities Maintenance Department.

b. The successful BIDDER agrees to extend its bid price(s), contract terms and conditions to other municipalities, or governmental agencies/entities within Hernando County throughout the term of the resulting contract. If Vendor is agreeable, prices and terms may also be extended to other governmental entities.

c. The contract documents shall consist of all parts as attached hereto, any addenda, and if required, the completed and executed Hernando County Term Contract Agreement.

2. CONTRACT PERIOD:

a. The Contract resulting from this Solicitation shall be a Term Contract for the time period specified herein. During the specified time period, the COUNTY may order supplies as the requirements generate and the Vendor will deliver the supplies ordered. It is understood that the COUNTY is not obligated to purchase any specific amount of supplies under this agreement.

b. The period of the Contract shall extend for twenty-four months from the date of Award.

c. The Contract may be extended, by mutual agreement, for an additional twelve (12) month period up to a cumulative total of thirty-six (36) months. The COUNTY will notify the Vendor, in writing, no later than thirty (30) days prior to expiration of the Contract as to its desire for extension. Any request by the Vendor for consideration of a price adjustment must be made to the COUNTY at the time of renewal, and must only be based on increased costs to the Vendor. Verification of these increases shall be furnished to the COUNTY upon request. Any upward price adjustment approved by the COUNTY shall impose upon the Vendor the requirement to advise and extend to the COUNTY price reductions when costs similarly decrease.

d. Either party may cancel this Contract, in whole or in part, by giving 30 days prior notice in writing. However, the Vendor shall not be authorized to exercise this cancellation option during the first 180 days of the Contract.

e. Fiscal Non-Funding Clause - In the event sufficient budgeted funds are not available for a new fiscal period, the County shall notify the Vendor of such occurrence and contract shall terminate on the last day of current fiscal period without penalty or expense to the County.

3. BID PRICE:

a. The prices bid shall remain firm during the period of the Contract unless the Price Adjustment Clause is specifically added hereto.

b. **Unless otherwise stated, the prices bid shall include all costs of packaging, transporting, delivery, and unloading to the designated point(s) within Hernando County. (See Attachment A)**

c. BIDDER hereby certifies that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same materials, supplies, services or equipment and is in all respects fair and without collusion or fraud. Further, the BIDDER hereby agrees to abide by all terms and conditions of this bid and certifies that the person executing the bid form is authorized to sign this bid for the BIDDER.

d. Unit prices must be shown, when indicated, and where there is an error in extension pricing, the unit price shall govern.

4. SPECIFICATIONS/DESCRIPTION OF Supplies:

a. If any proprietary, trade, brand, or manufacturers' name or part number is used herein in describing the required supplies, it shall be understood to indicate the minimum standard of composition and quality desired, and shall not be construed to exclude products that equal or exceed the functional capability and quality of the named product. If bids are based on such equivalent products, indicate the manufacturer's name or number for the product and include any literature or other explanation of the product's quality or performance.

b. Supplier shall provide clean **WHITE CONCRETE SAND** free from debris. **LABELED SAMPLE MUST BE SUBMITTED WITH BID.** Sample must be clearly labeled with Vendor's Name, Address, Phone number and Mine Name and Location.

c. Any deviations from the terms, conditions and specifications listed herein must be clearly indicated; otherwise, it will be considered that the items offered are in strict compliance with these specifications and the successful BIDDER will be held responsible therefor.

d. **Estimated Annual Quantities are noted on Attachment A. The quantities indicated are for bidding purposes only. They are not to be construed as the minimum or maximum quantities that the COUNTY is obligated or limited to purchase.** The minimum quantity ordered will not be less than approximately 20 tons.

e. **The County's need for sand (at the beach and various affected ball parks) may be increased by approximately 800 tons on an emergency basis due to unanticipated major storm/hurricane or use. Therefore, bidders should include a statement regarding the availability and delivery of sand during such an emergency.**

5. BID EVALUATION AND AWARD:

a. Bid evaluation will be based on price, conformance with specifications and the BIDDER's ability to perform the contract in accordance with the terms and conditions required. BIDDERS will submit, with their proposal, all data necessary to evaluate and determine the quality of the item(s) and/or services they are bidding.

b. Samples, when required, must be submitted within the time specified at no expense to Hernando County. Each individual sample must be labeled with BIDDER's name, address, phone number and name of mine and location.

c. The COUNTY intends to award this contract to the lowest, responsive and responsible BIDDER.. However, the COUNTY reserves the right to reject any and all bids in accordance with the Hernando County Procurement Ordinance.

d. If two or more fully responsive, responsible bids are received for the same total amount or unit price, quality and service being equal, the COUNTY reserves the right to award the contract to the BIDDER whose place of business is located within the boundaries of Hernando County, Florida. Should tie bids, as described above, be received from either two or more Hernando County BIDDERS or from non-local BIDDERS when no Hernando County BIDDER has submitted a tie bid, then the Board of County Commissioners shall award the contract to one vendor by drawing lots in a public meeting.

e. The COUNTY shall be the sole judge as to the relative merits of the bids received.

f. If a separate written Contract is not required by the COUNTY, a written letter of award, mailed or otherwise furnished to the successful BIDDER, shall result in a binding contract without further action by either party.

6. DELIVERY & ACCEPTANCE:

a. The COUNTY will order supplies by issuance of a Hernando County numbered Purchase Order/Release Order. Each order will specify the quantity required, the location and the date for delivery.

b. **Delivery date and time to be scheduled and confirmed by Department at time order is placed. Note: standard delivery is within 72 hours from confirmed order by Department.**

c. All items furnished shall be new and free from defects. No others will be accepted under the terms and conditions of this bid.

d. Receipt of supplies shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the services/supplies delivered meet bid specifications and conditions. Should the services/supplies differ in any respect from the specifications, payment will be withheld until such time as the VENDOR takes necessary corrective action. If the proposed corrective action is not acceptable to the COUNTY, final acceptance of the services/supplies may be refused, in which case the services/supplies shall remain the property of the Vendor and the COUNTY Shall not be liable for payment for any portion thereof.

e. **IMPORTANT NOTE: No Semi-trailers to be used to deliver sand. Vendor must use smaller dump trucks (mini-wheelers) to deliver sand to each location specified by the Department. Date of delivery must be coordinated/scheduled with the County within 72 hours of placement of order.**

7. NON-PERFORMANCE:

a. Time is of the essence in this contract and failure to deliver the supplies specified within the time period required shall be considered a default.

b. In case of default, the COUNTY may procure the supplies from other sources and hold the VENDOR responsible for all costs occasioned there by and may immediately cancel the contract.

8. TAXES:

The Board of County Commissioners, Hernando County, Florida, has the following tax exemption certificates assigned:

a. Florida Sales & Use Tax Exemption Certificate No. 85-8012556945C-8

This exemption does not apply to purchases of tangible personal property made by VENDORS who use the tangible personal property in the performance of contracts for improvements of COUNTY owned real property (Chapter 192 and 212, F.S., and applicable rules of the Dept. of Revenue).

9. SPECIAL PROVISIONS:

a. **PUBLIC ENTITY CRIMES** - Any person submitting a bid or proposal in response to this invitation certifies that they are aware of, and in compliance with, all requirements under Section 287.133, Florida Statutes, On Public Entity Crimes. Prior to bid award, the recommended vendor may be required to submit a sworn statement attesting to compliance with said statute.

b. **PERMITS AND LICENSES** - The BIDDER agrees to secure all necessary licenses and permits prior to commencement of each assigned project, and agrees to comply with all Federal and State laws, and COUNTY and Municipal Ordinances and Regulations in any manner affecting the work described in this solicitation.

d. **CLARIFICATION AND ADDENDUM** - If any BIDDER contemplating submitting a bid for this contract is in doubt as to the true meaning of the terms, conditions, specifications or other bid documents or any part thereof, he may submit to the Purchasing and Contracts Director, on or before five (5) calendar days prior to the scheduled opening of bids, a request for clarification. All such requests for information and/or clarification shall be made in writing and the BIDDER submitting the request will be responsible for its prompt delivery. Any interpretation of the bid terms, conditions and/or specifications, if made, will be only by Addendum duly issued. A copy of such Addendum will be mailed or delivered to each BIDDER receiving an Invitation for Bids. The COUNTY will not be responsible for any other explanation or interpretation of the proposed bid

made or given prior to the award of the contract.

Receipt of an addendum to this solicitation by an offeror must be acknowledged by signing and returning the amendment to the Clerk of Circuit Court, 20 North Main Street, Room 131, Brooksville, FL 34601-2800. Such acknowledgment must be received prior to the hour and date specified for receipt of bids.

10. PAYMENT:

a. Payment for services/supplies received will be accomplished by submission of an invoice, in duplicate, with Purchase Number referenced thereon to:

HERNANDO COUNTY PURCHASING AND CONTRACTS DEPARTMENT
20 NORTH MAIN STREET, ROOM 265
BROOKSVILLE, FLORIDA 34601-2828

Each statement shall give a detailed breakdown of the supplies delivered.

b. Payment will be made in no less than thirty (30) days after receipt of the invoice by the Finance Department of Hernando County. Terms not within Hernando County's payment period are not acceptable and may be cause for rejection.

IMPORTANT NOTICE

APPLICATION OF ENCLOSED "SEALED BID" LABEL TO EXTERIOR OF BID ENVELOPE SATISFIES THE SUBMITTAL REQUIREMENTS FOR MARKING AND IDENTIFYING A SEALED BID

IF A TABULATION OF BIDS IS DESIRED, ENCLOSE A SELF ADDRESSED STAMPED ENVELOPE WHEN SUBMITTING BID. TABULATIONS WILL NOT BE TRANSMITTED BY FACSIMILE.

FOR THOSE BIDDERS WHO HAVE DOWNLOADED THE DOCUMENT FROM OUR WEBSITE: PLEASE MARK THE PACKAGE AS A "SEALED BID", INCLUDE THE SOLICITATION NO., THE DUE DATE AND LABEL "WHITE CONCRETE SAND."

INDEMNITY, SAFETY AND INSURANCE PROVISIONS

a. INDEMNITY

To the fullest extent permitted by law, the VENDOR covenants, and agrees that it will indemnify and hold harmless the COUNTY and all of the COUNTY'S officers, agents, and employees from any claim, loss, damage, cost, charge, attorney's fees and costs, or any other expense arising out of any act, action, neglect, or omission by VENDOR during the performance of the contract, whether direct or indirect, and whether to any person or property to which the COUNTY or said parties may be subject, except that neither the VENDOR nor any of its subcontractors, or assignees, 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.

b. PROTECTION OF PERSONS AND PROPERTY

1) The VENDOR will take all reasonable precautions for, and will be responsible for initiating, maintaining and supervising all programs relating to the safety of all persons and property affected by, or involved in, the performance of his operations under this contract.

2) The VENDOR will take all reasonable precautions to prevent damage, injury or loss to: (a) all persons who may be affected by the performance of his operations, including employees; (b) all materials and equipment; and (c) all property at or surrounding the work site. In an emergency affecting the safety of persons or property, the VENDOR will act, with reasonable care and discretion, to prevent any threatened damage, injury or loss.

c. MINIMUM INSURANCE REQUIREMENTS

VENDOR shall procure, pay for and maintain at least the following insurance coverage and limits. Said insurance shall be evidenced by delivery to the COUNTY of a certificate(s) of insurance executed by the insurers listing coverage and limits, expiration dates and terms of policies and all endorsements whether or not required by the COUNTY, and listing all carriers issuing said policies. The insurance requirements shall remain in effect throughout the term of this Contract.

1) WORKERS' COMPENSATION: As required by law:

STATE	Statutory	
APPLICABLE FEDERAL	Statutory	
EMPLOYER'S LIABILITY	Minimum:	$100,000 each accident
		$100,000 by disease
		$100,000 aggregate by disease

2) GENERAL LIABILITY: Comprehensive General Liability including, but not limited to, Independent Contractor, Contractual Premises/Operations, and Personal Injury covering the liability assumed under indemnification provisions of this Contract, with limits of liability for personal injury and/or bodily injury, including death. **COVERAGE AS FOLLOWS**:

GENERAL AGGREGATE $1,000,000
COMPLETED OPERATION..... $1,000,000
PERSONAL/ADVERTISING INJURY $1,000,000
EACH OCCURRENCE $1,000,000
[Bodily Injury and Property Damage]

ALSO, include in General Liability coverage for the following areas based on limits of policy, with minimum of:

FIRE DAMAGE (Any one (1) fire) $50,000
MEDICAL EXPENSE (Any one (1) person) $5,000

3) AUTOMOBILE LIABILITY: Comprehensive automobile and truck liability covering any auto, all owned autos, scheduled autos, hired autos, and non-owned autos. Coverage shall be on an "occurrence" basis. Such insurance to include coverage for loading and unloading hazards. **COVERAGE AS FOLLOWS**:

COMBINED SINGLE LIMIT (CSL) $500,000
BODILY INJURY (Per Person) $500,000
BODILY INJURY (Per Accident) $500,000
PROPERTY DAMAGE..... $500,000

NOTE: All limits stated above are minimum requirements.

d. Each insurance policy shall include the following conditions by endorsement to the policy:

1) Each policy shall require that thirty (30) days prior to expiration, cancellation, non-renewal or any material change in coverage or limits, a notice thereof shall be given to the COUNTY by certified mail to: **HERNANDO COUNTY PURCHASING AND CONTRACTS DEPARTMENT, 20 NORTH MAIN STREET, ROOM 265, BROOKSVILLE, FLORIDA 34601-2828**. VENDOR shall also notify the COUNTY, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage received by said VENDOR from its insurer; and nothing contained herein shall absolve VENDOR of this requirement to provide notice.

2) Companies issuing the insurance policy, or policies, shall have no recourse against the COUNTY for payment of premiums or assessments for any deductibles which all are the sole responsibility and risk of VENDOR.

3) The term "COUNTY" or "HERNANDO COUNTY" shall include all Authorities, Boards, Bureaus, commissions, Divisions, Departments, and offices of the COUNTY and individual members, employees and agents thereof in their official capacities, and/or while acting on behalf of HERNANDO COUNTY.

4) HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS shall be endorsed to

the required policy or policies as an additional insured.

5) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by COUNTY, to any such future coverage, or to COUNTY'S Self-Insured Retentions of whatever nature.

6) VENDOR hereby waives subrogation rights for loss or damage against the COUNTY.

e. The VENDOR shall be required to provide to the COUNTY Certificates of Insurance prior to commencement of services.

f. BIDDERS may, at the COUNTY'S request, be required to provide proof that their firm meets the preceding insurance requirements, by submission of Certificates of Insurance Coverage(s), prior to award of the Contract.

QUESTIONS REGARDING THIS SOLICITATION SHOULD BE DIRECTED TO: KATHLEEN C. BUFFUM, PURCHASING AGENT, AT (352) 540-6221 OR FAXED TO (352) 754-4199.

ATTACHMENT A - ESTIMATED ANNUAL QUANTITIES

BEACH - Estimated Delivery Schedule for Beach - (no delivery required for FY 2007)
Pine Island Park 400 tons
10840 Pine Island Drive
Spring Hill, FL 34607

BALL FIELDS - Estimated Delivery Schedule for Ball Parks: March to May

Anderson Snow Park – Soccer Field Anderson Snow Park - Baseball Field 1360 Anderson Snow Road Brooksville, FL 34609	560 tons 380 tons
Delta Woods 3400 Deltona Blvd Spring Hill, FL 34606	200 tons
Ernie Wever Park 19473 Youth Drive (off 98 N) Brooksville, FL 34601	565 tons
Kennedy Park 1000 Kennedy Blvd Brooksville, FL 34601	140 tons
Ridge Manor 34030 Ridge Manor Blvd Ridge Manor, FL	300 tons
Veterans Park 12254 Spring Hill Drive Spring Hill, FL 34609	400 tons
Little Red School House 1208 Kenlake Ave. Spring Hill, FL 34606	50 tons
Lake Townsend Regional Park 28011 Lake Lindsey Rd Brooksville, FL 34601	50 tons
Storm Related Quantity* (see page 4, item 4.c.)	800 tons

MEMORANDUM

TO: THE HONORABLE CHAIRMAN AND MEMBERS OF THE HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS

VIA: GARY W. KUHL, COUNTY ADMINISTRATOR

FROM: JAMES D. GANTT, CPPO, C.P.M., DIRECTOR PURCHASING AND CONTRACTS DEPARTMENT

DATE: APRIL 17, 2007

SUBJECT: AIRPORT ROADWAY IMPROVEMENTS PROJECT SOLICITATION NO. 07-043

Brief Overview: The Airport Department prepared contract documents for the Airport Roadway Improvements Project. The scope of work included: construction of approximately 13,000 linear feet of new collector roadway with associated clearing, grubbing and storm water facilities.

Budget Impact: Project funding is available as follows:

07411-5666514	$ 714,060.03
34392-5626589	$2,133,374.73

Reviewed

A copy of the escrow agreement between the County and Holland Springs Development Corp. is attached.

Legal Impact: In accordance with Part II, Chapter 2, Article V, Hernando County Code of Ordinances.

Reviewed **LR No. 07-86**

RECOMMENDED ACTION: Staff recommends that the Board take the following action:

approve the attached Budget Resolutions for recognition of loan proceeds and outside funding;

award the bid for the Airport Roadway Improvements Project, in the total amount of $2,847,434.76 (South Airport Roads and Aerial Way Base Bids plus South Airport Roads Alternate Items #1 and #2), to Goodwin Bros. Construction, Inc., the lowest responsive, responsible bidder; and

authorize the Airport Director, or his designee, to approve change orders for contract time extension, should such time extension be necessary due to inclement weather conditions.

CONSENT AGENDA ITEM 7.

TABULATION OF BIDS

Purchasing and Contracts placed the legal advertisements, posted the advertisement on the County's website and mailed Invitations for Bid to prospective vendors to procure bids for the Airport Roadway Improvements project. The following is a summary of responses received. (Attached is a detailed tabulation.)

BIDDERS	TOTAL BASE BID SOUTH AIRPORT ROADS + AERIAL WAY	SOUTH AIRPORT RDS. ALT. ITEMS	AERIAL WAY ALT. ITEMS
Goodwin Bros. Construction, Inc. Brooksville, Florida	$2,811,194.76	$15,840.00 $20,400.00	$167,860.29
Counts Construction Ocala, Florida	$3,629,034.76	$29,700.00 $38,250.00	$369,925.36
Southern Site Works Zephyrhills, Florida	$3,827,374.50	$17,820.00 $22,950.00	$175,628.50
Simmons Construction Co. Brooksville, Florida	$4,032,035.26	$24,750.00 $31,875.00	$191,101.17
Prince Contracting Co., Inc. Palmetto, Florida	$4,558,625.50	$26,235.00 $33,787.50	$266,295.00
Hewitt Contracting Co., Inc. Leesburg, Florida	$4,621,658.30	$29,700.00 $38,250.00	$262,586.25
Specialized Services, Inc. Oxford, Florida	$4,806,983.60	$21,285.00 $27,412.50	$260,210.05
DAB Constructors, Inc. Inglis, Florida	$4,888,888.88	$28,215.00 $36,337.50	$345,447.50

EVALUATION OF BIDS

Bids were evaluated on the basis of price, conformance with specifications, and the bidder's ability to perform the contracts in accordance with the terms, conditions and specifications required. Bid responses were reviewed and evaluated by the Airport Department and Purchasing and Contracts. Staff has determined that Goodwin Bros. Construction, Inc. of Brooksville, Florida, submitted the lowest responsive, responsible bid.

The Airport Department is recommending that, in addition to awarding the Base Bid amount for both the South Airport Roadways and Aerial Way, Alternates #1 and #2 (for South Airport Roads) also be awarded. These alternate items will increase the size of the proposed Drainage Retention Areas to accommodate future growth and development in the area of the project as dictated by Southwest Florida Water Management District permitting requirements.

RESOLUTION NO.: 2007-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY AMENDING THE BUDGET TO REFLECT INCREASED FUNDS OR REVENUES NOT ANTICIPATED IN THE 2007 BUDGET, PURSUANT TO §129.06 OF THE FLORIDA STATUTES, APPROPRIATING AND EXPENDING INCREASED FUNDS AS PROVIDED BY THE AMENDED BUDGET; AND ADDING INCREASED AND UNANTICIPATED REVENUES TO THE PROPER FUND OF THE BUDGET.

WHEREAS, Hernando County is in receipt of funds not anticipated when the budget for the 2007 Fiscal Year was adopted; and,

WHEREAS, pursuant to §129.06 of the Florida Statutes, the budget for Fiscal Year 2007 must be amended to account for these unanticipated increased revenues; and,

WHEREAS, the total 2007 Fiscal Year Adopted Budget will be adjusted in the amount set forth below and the total estimated receipts, including balances brought forward, shall equal the total of the appropriations and reserves.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY, FLORIDA, AS FOLLOWS:

REVENUES

Account Number	Account Name	Present Budget	Increase/ Decrease	Amended Budget
4311-07411-3840069	LOAN PROCEEDS - AP ENTR RD	$0.00	$235,935.00	235,935.00
4311-07411-3898392	CAPITAL CONTRIBUTION-BROAD & CASSEL	$0.00	$350,000.00	350,000.00
				0.00
				0.00
				0.00
				0.00
	TOTAL	$0.00	$585,935.00	$585,935.00

APPROPRIATION

Account Number	Account Name	Present Budget	Increase/ Decrease	Amended Budget
4311-07411-5666514	CIP - AIRPORT ENTRANCE RD	$137,033	$585,935.00	722,968.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
	TOTAL	$137,033.00	$585,935.00	$722,968.00

BY: KW 4/17/07
County Attorney's Office
(Approved as to Form and Legal Sufficiency)

ADOPTED this _____ day of _____, 2007.

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

Attest: _____
KAREN NICOLAI
Clerk

By: _____
Jeff Stabins
Chairman

Revised 9/28/05

RESOLUTION NO.: 2007-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY AMENDING THE BUDGET TO REFLECT INCREASED FUNDS OR REVENUES NOT ANTICIPATED IN THE 2007 BUDGET, PURSUANT TO §129.06 OF THE FLORIDA STATUTES, APPROPRIATING AND EXPENDING INCREASED FUNDS AS PROVIDED BY THE AMENDED BUDGET; AND ADDING INCREASED AND UNANTICIPATED REVENUES TO THE PROPER FUND OF THE BUDGET.

WHEREAS, Hernando County is in receipt of funds not anticipated when the budget for the 2007 Fiscal Year was adopted; and,

WHEREAS, pursuant to §129.06 of the Florida Statutes, the budget for Fiscal Year 2007 must be amended to account for these unanticipated increased revenues; and,

WHEREAS, the total 2007 Fiscal Year Adopted Budget will be adjusted in the amount set forth below and the total estimated receipts, including balances brought forward, shall equal the total of the appropriations and reserves.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY, FLORIDA, AS FOLLOWS:

REVENUES

Account Number	Account Name	Present Budget	Increase/ Decrease	Amended Budget
4311-34392-3840068	LOAN PROCEEDS - AP RD IMPRV	0.00	799,065.00	$799,065.00
				$0.00
				$0.00
				$0.00
	TOTAL	$0.00	$799,065.00	$799,065.00

APPROPRIATION

Account Number	Account Name	Present Budget	Increase/ Decrease	Amended Budget
				$0.00
				$0.00
				0.00
4311-34392-5626589	CIP-AIRPORT ROAD/RAIL	$1,369,068.91	$799,065.00	2,168,133.91
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
	TOTAL	$1,369,068.91	$799,065.00	$2,168,133.91

ADOPTED this _____ day of _____, 2007.

BY: _____ 4/17/07
County Attorney's Office
(Approved as to Form and Legal Sufficiency)

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

Attest: _____
KAREN NICOLAI
Clerk

By: _____
Jeff Stabins
Chairman

Revised 9/28/05

HERNANDO COUNTY
PURCHASING AND CONTRACTS DEPARTMENT
20 NORTH MAIN STREET, ROOM 265, BROOKSVILLE, FL 34601-2828

BID TABULATION

SOLICITATION TITLE: AIRPORT ROADWAY IMPROVEMENTS

SOLICITATION NO. 07-043

BID OPENING: MARCH 21, 2007 AT 3:00 P.M.

		BIDDERS			Goodwin Bros. Construction, Inc. P.O. Box 1689 Brooksville, FL 34605 Carol Goodwin, President		Counts Construction Co. 3021 NW 21st Street Ocala, FL 34475 Glenn D. Counts, President		Southern Site Works 4639 Bough Rd. Zephyrhills, FL 33541 David A. Reamer, President	
BID ITEM NO.	ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
		SOUTH AIRPORT ROADS								
1	101-1	Mobilization/Demobilization	1	LS	$35,505.00	$35,505.00	$72,000.00	$72,000.00	$217,500.00	$217,500.00
2	101-1.2	Construction Surveys-Construction Stakeout, Quantity, As-Built Surveys and Set ROW	1	LS	$97,300.00	$97,300.00	$45,000.00	$45,000.00	$14,000.00	$14,000.00
3	102-1	Maintenance of Traffic	1	LS	$5,000.00	$5,000.00	$25,000.00	$25,000.00	$2,650.00	$2,650.00
4	104-10-1	Baled Hay or Straw	110	EA	$6.50	$715.00	$40.00	$4,400.00	$9.50	$1,045.00
5	104-13-1	Staked Silt Fence, Type III	24,600	LF	$0.63	$15,498.00	$2.00	$49,200.00	$0.80	$19,680.00
6	104-15-1	Soil Tracking Prevention Device	2	EA	$850.00	$1,700.00	$2,000.00	$4,000.00	$1,570.00	$3,140.00
7	110-1-1	Clearing and Grubbing	105	AC	$1,600.00	$168,000.00	$1,000.00	$105,000.00	$3,250.00	$341,250.00
8	120-1	Regular Excavation	416,870	CY	$1.60	$666,992.00	$1.95	$812,896.50	$1.80	$750,366.00
9	120-4	Unsuitable Excavation	2,500	CY	$1.60	$4,000.00	$15.00	$37,500.00	$2.75	$6,875.00
10	160-4	12" Type B Stabilization LBR 40	26,000	SY	$1.40	$36,400.00	$2.75	$71,500.00	$3.80	$98,800.00
11	230-2-1	8" Limerock Base, LBR 100	22,900	SY	$8.18	$187,322.00	$7.80	$178,620.00	$9.45	$216,405.00
12	230-2-2	4" Limerock Stabilized Base Type B	10,400	SY	$5.25	$54,600.00	$4.05	$42,120.00	$5.50	$57,200.00
13	327-70-4	Mill Existing Asphalt Pavement 3" Avg. Depty	40	SY	$75.00	$3,000.00	$50.00	$2,000.00	$9.60	$384.00
14	331-2	Asphalt Concrete Surface Course, Type S-1	4,200	TON	$85.00	$357,000.00	$97.00	$407,400.00	$88.00	$369,600.00
15	425-1-511	Type B Ditch Bottom Inlet	19	EA	$2,335.00	$44,365.00	$3,546.00	$67,374.00	$2,750.00	$52,250.00
16	425-1-581	Type H Ditch Bottom Inlet, 4-Grate	3	EA	$3,235.00	$9,705.00	$3,444.00	$10,332.00	$3,000.00	$9,000.00
17	430-171-12	18" RCP Culvert, Class III	451.5	LF	$29.25	$13,206.38	$36.60	$16,524.90	$38.50	$17,382.75
18	430-171-13	30" RCP Culvert, Class III	3,730.5	LF	$50.50	$188,390.25	$69.72	$260,090.46	$49.50	$184,659.75
19	430-982-12	18" Mitered End Section Optional Round	11	EA	$450.00	$4,950.00	$1,238.00	$13,618.00	$735.00	$8,085.00
20	430-982-13	30" Mitered End Section Optional Round	19	EA	$1,000.00	$19,000.00	$2,000.00	$38,000.00	$1,540.00	$29,260.00
21	520-1-7	Type E Curb & Gutter	100	LF	$18.00	$1,800.00	$30.00	$3,000.00	$9.75	$975.00
22	547-70-1	Rip Rap, Fabric-Formed Concrete	1,560	SY	$6.50	$10,140.00	$20.00	$31,200.00	$89.25	$139,230.00
23	570-2	Seed and Mulch Bahia	349,000	SY	$0.22	$76,780.00	$0.35	$122,150.00	$0.50	$174,500.00
24	575-1-1	Sodding, Bahia	9,900	SY	$1.68	$16,632.00	$2.00	$19,800.00	$1.75	$17,325.00
25	700-40-1	Sign, Single Post, Less than 12 SF Panel	13	EA	$160.00	$2,080.00	$240.00	$3,120.00	$183.00	$2,379.00
26	700-40-2	Sign, Single Post, 12-25 SF Panel	4	EA	$195.00	$780.00	$420.00	$1,680.00	$320.00	$1,280.00
27	706-3	Raised Retro-Reflective Pavement Markers	800	EA	$3.75	$3,000.00	$5.53	$4,424.00	$4.25	$3,400.00
28	710-25-61	Solid Traffic Stripe (White 6")	16,120	LF	$0.27	$4,352.40	$0.32	$5,158.40	$0.24	$3,868.80
29	710-25-81	Solid Traffic Stripe (White 8")	90	LF	$0.44	$39.60	$0.59	$53.10	$0.45	$40.50
30	710-25-181	Solid Traffic Stripe (White 18")	40	LF	$1.30	$52.00	$2.10	$84.00	$1.60	$64.00
31	710-25-241	Solid Traffic Stripe (White 24")	56	LF	$1.35	$75.60	$3.00	$168.00	$2.00	$112.00
32	710-26-61	Solid Traffic Stripe (Y^ellow 6")	15,800	LF	$0.27	$4,266.00	$0.32	$5,056.00	$0.24	$3,792.00
33	710-26-181	Solid Traffic Stripe (Yellow 18")	30	LF	$1.15	$34.50	$2.10	$63.00	$1.60	$48.00
34	730-76-109	16" Steel Casing, Open Trench	462	LF	$45.50	$21,021.00	$83.20	$38,438.40	$24.35	$11,249.70
35	985-1	Geotextile Fabric, Type R-2	13,300	SY	$0.85	$11,305.00	$0.60	$7,980.00	$3.05	$40,565.00
36	1060112	San. Sewer Struct (F&I) STD Fiberglass or Fiberglass Lined Precast (4Ft. Diam) Complete	3	EA	$7,500.00	$22,500.00	$8,292.00	$24,876.00	$8,350.00	$25,050.00
37	1598169	Pipe (PVC SDR 35 Push on) 8" Diam. Sanitary Sewer, Includes all fittings	146	LF	$18.00	$2,628.00	$28.44	$4,152.24	$27.25	$3,978.50
38	1598169	Pipe (PVC SDR 35 Push on) 10" Diam. Sanitary Sewer, Includes all fittings	350	LF	$20.00	$7,000.00	$29.88	$10,458.00	$30.75	$10,762.50
		TOTAL BASE BID SOUTH AIRPORT ROADS				$2,097,134.73		$2,544,437.00		$2,838,152.50
39	120-1A	BID ALTERNATE 1 Regular Excavation	9,900	CY	$1.60	$15,840.00	$3.00	$29,700.00	$1.80	$17,820.00
40	120-1B	BID ALTERNATE 2 Regular Excavation	12,750	CY	$1.60	$20,400.00	$3.00	$38,250.00	$1.80	$22,950.00
		SOUTH AIRPORT ROADS BASE BID + ALTERNATE 1 + ALTERNATE 2				$2,133,374.73		$2,612,387.00		$2,878,922.50

					Goodwin Bros. Construction, In		Counts Construction Co.		Southern Site Works	
		AERIAL WAY								
1	101-1	Mobilization/Demobilization	1	LS	$14,000.00	$14,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00
2	101-2	Monuments	1	LS	$41,800.00	$41,800.00	$40,000.00	$40,000.00	$7,600.00	$7,600.00
3	102-1	Maintenance of Traffic	1	LS	$7,500.00	$7,500.00	$25,000.00	$25,000.00	$5,650.00	$5,650.00
4	104-13-1	Staked Silt Fence, Type III	5,260	LF	$0.63	$3,313.80	$3.00	$15,780.00	$0.80	$4,208.00
5	327-70-6	Asphalt Milling	1,286	SY	$6.90	$8,873.40	$5.00	$6,430.00	$9.40	$12,088.40
6	110-1-1	Clearing & Grubbing	10	AC	$1,800.00	$18,000.00	$4,000.00	$40,000.00	$4,500.00	$45,000.00
7	120-1	Roadway Excavation	12,607	CY	$1.60	$20,171.20	$2.50	$31,517.50	$2.40	$30,256.80
8	120-1	Pond Excavation	68,894	CY	$1.60	$110,230.40	$2.50	$172,235.00	$3.80	$261,797.20
9	160-4	12" Type B Stabilization LBR 40	11,643	SY	$1.40	$16,300.20	$2.75	$32,018.25	$3.80	$44,243.40
10	230-2-1	8" Limerock Base, LBR 100	10,455	SY	$8.18	$85,521.90	$7.80	$81,549.00	$9.45	$98,799.75
11	331-2	Asphalt Concrete Surface Course, Type S-1 2.5"	9,930	SY	$11.25	$111,712.50	$12.15	$120,649.50	$9.95	$98,803.50
11a	331-2b	Asphalt Concrete Surface Course, Type S-1 1.75	1,738	SY	$8.10	$14,077.80	$8.30	$14,425.40	$7.55	$13,121.90
12	425-1-341	Curb Inlets	5	EA	$2,800.00	$14,000.00	$9,399.60	$46,998.00	$3,235.00	$16,175.00
13	425-1-541	Type D Inlet	1	EA	$2,800.00	$2,800.00	$2,954.70	$2,954.70	$2,565.00	$2,565.00
14	425-1-521	Type C Inlets	3	EA	$1,700.00	$5,100.00	$1,984.50	$5,953.50	$2,010.00	$6,030.00
15	430-171-12	18" rcp Culvert, Class III	193	LF	$29.25	$5,645.25	$38.43	$7,416.99	$43.00	$8,299.00
16	430-171-13	24" RCP Culvert, Class III	311	LF	$40.10	$12,471.10	$51.92	$16,147.12	$44.25	$13,761.75
17	430-171-13	36" RCP Culvert, Class III	1,254	LF	$66.60	$83,516.40	$95.95	$120,321.30	$78.45	$98,376.30
18	430-171-14	48" RCP Culvert, Class III	402	LF	$97.00	$38,994.00	$150.00	$60,300.00	$114.00	$45,828.00
19	430-982-13	36" Mitered End Section, Single	2	EA	$1,660.00	$3,320.00	$2,800.00	$5,600.00	$1,835.00	$3,670.00
20	430-982-14	48" Mitered End Section Double	2	EA	$2,500.00	$5,000.00	$3,500.00	$7,000.00	$4,765.00	$9,530.00
21	547-70-1	Rip Rap, Fabric-Formed Concrete	56	SY	$6.50	$364.00	$50.00	$2,800.00	$89.25	$4,998.00
22	520-1-7	Type E Curb & Gutter	1,304	LF	$10.25	$13,366.00	$20.00	$26,080.00	$11.50	$14,996.00
23	520-1-10	Type F Curb & Gutter	1,828	LF	$10.25	$18,737.00	$20.00	$36,560.00	$13.35	$24,403.80
24	425-1-341	Curb Inlets Type P4	5	EA	$2,700.00	$13,500.00	$9,399.60	$46,998.00	$3,230.00	$16,150.00
25	425-2	Stormwater Manholes	4	EA	$3,200.00	$12,800.00	$3,906.00	$15,624.00	$3,675.00	$14,700.00
26	570-2	Seed & Mulch, Bahia	14,650	SY	$0.22	$3,223.00	$0.35	$5,127.50	$0.50	$7,325.00
27	275-1-1	Sodding, Bahia, Shoulders, DRA & Structures	14,556	SY	$1.68	$24,454.08	$2.00	$29,112.00	$1.70	$24,745.20
28	710-20	Traffic Striping	1	LS	$3,838.00	$3,838.00	$10,000.00	$10,000.00	$4,850.00	$4,850.00
29	700-40	Traffic Signage	1	LS	$1,430.00	$1,430.00	$10,000.00	$10,000.00	$1,250.00	$1,250.00
		TOTAL BASE BID AERIAL WAY				$714,060.03		$1,084,597.76	extension errors corrected	$989,222.00

		AERIAL WAY - ALTERNATE #1								
1	102-1	Maintenance of Traffic	1	LS	$8,500.00	$8,500.00	$50,000.00	$50,000.00	$2,350.00	$2,350.00
2	110-1-1	Clearing & Grubbing (deduct)	-3	AC	$1,800.00	-$5,400.00	$2,000.00	-$6,000.00	$3,250.00	-$9,750.00
3	120-1	Roadway Excavation	1500	CY	$1.60	$2,400.00	$10.00	$15,000.00	$2.65	$3,975.00
4	160-4	12" Type B Stabilization LBR 40	3601	SY	$1.40	$5,041.40	$5.00	$18,005.00	$3.80	$13,683.80
5	230-2-1	8" Limerock Base, LBR 100	3124	SY	$8.18	$25,554.32	$10.50	$32,802.00	$9.45	$29,521.80
6	331-2	Asphalt Concrete Surface Course Type S-1 2.5"	852	SY	$11.25	$9,585.00	$20.00	$17,040.00	$11.80	$10,053.60
7	331-2b	Asphalt Concrete Surface Course, Type S-1 3"	2103	SY	$13.45	$28,285.35	$20.00	$42,060.00	$14.35	$30,178.05
8	0522-1	Concrete 4" Thick	468	SY	$30.60	$14,320.80	$50.00	$23,400.00	$20.00	$9,360.00
9	425-1-341	Curb Inlets	2	EA	$2,700.00	$5,400.00	$9,912.00	$19,824.00	$3,235.00	$6,470.00
10	430-171-12	18" RCP Culvert, Class III	229	LF	$29.25	$6,698.25	$49.44	$11,321.76	$43.00	$9,847.00
11	430-171-13	36" RCP Culvert, Class III	237	LF	$66.60	$15,784.20	$111.60	$26,449.20	$78.45	$18,592.65
12	0730-7611	Casing Steel (F&") 24"	432	LF	$65.00	$28,080.00	$83.20	$35,942.40	$30.65	$13,240.80
13	520-1-7	Type E Curb & Gutter (Deduct)	-1304	LF	$10.25	-$13,366.00	$15.00	-$19,560.00	$11.50	-$14,996.00
14	520-1-7	Gtype D Curb & Gutter	504	LF	$9.00	$4,536.00	$20.00	$10,080.00	$13.50	$6,804.00
15	520-1-10	Type F Curb & Gutter	1217	LF	$10.25	$12,474.25	$20.00	$24,340.00	$13.50	$16,429.50
16	520-5-21	Traffic Sep. Conc (Type II, 4" Wide)	634	LF	$16.00	$10,144.00	$65.00	$41,210.00	$28.50	$18,069.00
17	425-341	Curb Inlets, Type P4	2	EA	$2,800.00	$5,600.00	$9,912.00	$19,824.00	$3,230.00	$6,460.00
18	575-1-1	Sodding, Bahia Shoulders, DRA & Struictures	229	SY	$1.68	$384.72	$3.00	$687.00	$1.70	$389.30
19	710-25	Traffic Striping	1	LS	$3,838.00	$3,838.00	$7,500.00	$7,500.00	$4,950.00	$4,950.00
		TOTAL AERIAL WAY - ALTERNATE #1			extension error corrected	$167,860.29		$369,925.36	extension error corrected	$175,628.50

TOTAL BASE BID SOUTH AIRPORT ROADS + TOTAL BASE BID AERIAL WAY						$2,811,194.76		$3,629,034.76	extension errors corrected	$3,827,374.50

HERNANDO COUNTY
PURCHASING AND CONTRACTS DEPARTMENT
20 NORTH MAIN STREET, ROOM 265, BROOKSVILLE, FL 34601-2828

BID TABULATION
SOLICITATION TITLE: AIRPORT ROADWAY IMPROVEMENTS

SOLICITATION NO. 07-043

BID OPENING: MARCH 21, 2007 AT 3:00 P.M.

		BIDDERS			Simmons Construction Co. 13018 U.S. Hwy 41 North Brooksville, FL 34610 Hubert Simmons, President		Prince Contracting Co., Inc. 5411 Willis Road Palmette, FL 34221 Douglas A. Delaney, Vice Pres.		Hewitt Contracting Company, Inc. Post Office Box 490697 Leesburg, Fl 34749-0697 Howard H. Hewitt, President	
BID ITEM NO.	ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
		SOUTH AIRPORT ROADS								
1	101-1	Mobilization/Demobilization	1	LS	$56,785.00	$56,785.00	$81,500.00	$81,500.00	$120,000.00	$120,000.00
2	101-1.2	Construction Surveys-Construction Stakeout, Quantity, As-Built Surveys and Set ROW	1	LS	$95,450.00	$95,450.00	$50,000.00	$50,000.00	$75,000.00	$75,000.00
3	102-1	Maintenance of Traffic	1	LS	$3,000.00	$3,000.00	$8,950.00	$8,950.00	$10,000.00	$10,000.00
4	104-10-1	Baled Hay or Straw	110	EA	$10.00	$1,100.00	$12.00	$1,320.00	$7.00	$770.00
5	104-13-1	Staked Silt Fence, Type III	24,600	LF	$1.50	$36,900.00	$1.50	$36,900.00	$2.00	$49,200.00
6	104-15-1	Soil Tracking Prevention Device	2	EA	$2,500.00	$5,000.00	$4,000.00	$8,000.00	$1,000.00	$2,000.00
7	110-1-1	Clearing and Grubbing	105	AC	$3,500.00	$367,500.00	$4,700.00	$493,500.00	$2,700.00	$283,500.00
8	120-1	Regular Excavation	416,870	CY	$2.50	$1,042,175.00	$2.65	$1,104,705.50	$3.00	$1,250,610.00
9	120-4	Unsuitable Excavation	2,500	CY	$3.50	$8,750.00	$15.00	$37,500.00	$6.00	$15,000.00
10	160-4	12" Type B Stabilization LBR 40	26,000	SY	$3.81	$99,060.00	$2.50	$65,000.00	$3.00	$78,000.00
11	230-2-1	8" Limerock Base, LBR 100	22,900	SY	$9.57	$219,153.00	$10.00	$229,000.00	$10.00	$229,000.00
12	230-2-2	4" Limerock Stabilized Base Type B	10,400	SY	$2.97	$30,888.00	$15.00	$156,000.00	$8.00	$83,200.00
13	327-70-4	Mill Existing Asphalt Pavement 3" Avg. Depty	40	SY	$75.00	$3,000.00	$175.00	$7,000.00	$10.00	$400.00
14	331-2	Asphalt Concrete Surface Course, Type S-1	4,200	TON	$94.60	$397,320.00	$90.00	$378,000.00	$90.00	$378,000.00
15	425-1-511	Type B Ditch Bottom Inlet	19	EA	$3,006.00	$57,114.00	$2,250.00	$42,750.00	$3,350.00	$63,650.00
16	425-1-581	Type H Ditch Bottom Inlet, 4-Grate	3	EA	$3,074.00	$9,222.00	$3,000.00	$9,000.00	$2,500.00	$7,500.00
17	430-171-125	18" RCP Culvert, Class III	451.5	LF	$33.50	$15,125.25	$40.00	$18,060.00	$85.00	$38,377.50
18	430-171-133	30" RCP Culvert, Class III	3,730.5	LF	$54.85	$204,617.93	$70.00	$261,135.00	$110.00	$410,355.00
19	430-982-125	18" Mitered End Section Optional Round	11	EA	$550.00	$6,050.00	$950.00	$10,450.00	$1,250.00	$13,750.00
20	430-982-133	30" Mitered End Section Optional Round	19	EA	$775.00	$14,725.00	$2,750.00	$52,250.00	$2,900.00	$55,100.00
21	520-1-7	Type E Curb & Gutter	100	LF	$10.14	$1,014.00	$30.00	$3,000.00	$13.65	$1,365.00
22	547-70-1	Rip Rap, Fabric-Formed Concrete	1,560	SY	$30.00	$46,800.00	$60.00	$93,600.00	$60.00	$93,600.00
23	570-2	Seed and Mulch Bahia	349,000	SY	$0.40	$139,600.00	$0.50	$174,500.00	$0.65	$226,850.00
24	575-1-1	Sodding, Bahia	9,900	SY	$1.60	$15,840.00	$2.50	$24,750.00	$1.90	$18,810.00
25	700-40-1	Sign, Single Post, Less than 12 SF Panel	13	EA	$210.50	$2,736.50	$225.00	$2,925.00	$190.00	$2,470.00
26	700-40-2	Sign, Single Post, 12-25 SF Panel	4	EA	$368.00	$1,472.00	$400.00	$1,600.00	$330.00	$1,320.00
27	706-3	Raised Retro-Reflective Pavement Markers	800	EA	$4.89	$3,912.00	$6.00	$4,800.00	$4.50	$3,600.00
28	710-25-61	Solid Traffic Stripe (White 6")	16,120	LF	$0.27	$4,352.40	$0.30	$4,836.00	$0.25	$4,030.00
29	710-25-81	Solid Traffic Stripe (White 8")	90	LF	$0.52	$46.80	$1.00	$90.00	$0.45	$40.50
30	710-25-181	Solid Traffic Stripe (Whie 18")	40	LF	$1.84	$73.60	$2.00	$80.00	$1.65	$66.00
31	710-25-241	Solid Traffic Stripe (White 24")	56	LF	$2.30	$128.80	$2.50	$140.00	$2.10	$117.60
32	710-26-61	Solid Traffic Stripe (Y^ellow 6")	15,800	LF	$0.27	$4,266.00	$0.30	$4,740.00	$0.25	$3,950.00
33	710-26-181	Solid Traffic Stripe (Yellow 18")	30	LF	$1.84	$55.20	$2.00	$60.00	$1.90	$57.00
34	730-76-109	16" Steel Casing, Open Trench	462	LF	$66.00	$30,492.00	$80.00	$36,960.00	$100.00	$46,200.00
35	985-1	Geotextile Fabric, Type R-2	13,300	SY	$1.61	$21,413.00	$2.00	$26,600.00	$1.50	$19,950.00
36	1060112	San. Sewer Struct (F&I) STD Fiberglass or Fiberglass Lined Precast (4Ft. Diam) Complete	3	EA	$11,000.00	$33,000.00	$10,000.00	$30,000.00	$9,300.00	$27,900.00
37	1598169	Pipe (PVC SDR 35 Push on) 8" Diam. Sanitary Sewer, includes all fittings	146	LF	$51.75	$7,555.50	$80.00	$11,680.00	$80.00	$11,680.00
38	1598169	Pipe (PVC SDR 35 Push on) 10" Diam. Sanitary Sewer, includes all fittings	350	LF	$53.75	$18,812.50	$85.00	$29,750.00	$85.00	$29,750.00
TOTAL BASE BID SOUTH AIRPORT ROADS						$3,004,505.48		$3,501,131.50		$3,655,168.60
39	120-1A	BID ALTERNATE 1 Regular Excavation	9,900	CY	$2.50	$24,750.00	$2.65	$26,235.00	$3.00	$29,700.00
40	120-1B	BID ALTERNATE 2 Regular Excavation	12,750	CY	$2.50	$31,875.00	$2.65	$33,787.50	$3.00	$38,250.00
SOUTH AIRPORT ROADS BASE BID + ALTERNATE 1 + ALTERNATE 2						$3,061,130.48		$3,561,154.00		$3,723,118.60

					Simmons Construction Co.		Prince Contracting Co., Inc.		Hewitt Contracting Company, Inc	
		AERIAL WAY								
1	101-1	Mobilization/Demobilization	1	LS	$22,743.00	$22,743.00	$60,000.00	$60,000.00	$8,500.00	$8,500.00
2	101-2	Monuments	1	LS	$42,550.00	$42,550.00	$30,000.00	$30,000.00	$5,500.00	$5,500.00
3	102-1	Maintenance of Traffic	1	LS	$15,753.00	$15,753.00	$17,500.00	$17,500.00	$2,500.00	$2,500.00
4	104-13-1	Staked Silt Fence, Type III	5,260	LF	$1.50	$7,890.00	$1.50	$7,890.00	$1.00	$5,260.00
5	327-70-6	Asphalt Milling	1,286	SY	$4.00	$5,144.00	$8.00	$10,288.00	$1.00	$1,286.00
6	110-1-1	Clearing & Grubbing	10	AC	$11,000.00	$110,000.00	$5,500.00	$55,000.00	$1,200.00	$12,000.00
7	120-1	Roadway Excavation	12,607	CY	$3.00	$37,821.00	$3.25	$40,972.75	$3.00	$37,821.00
8	120-1	Pond Excavation	68,894	CY	$3.00	$206,682.00	$2.00	$137,788.00	$3.00	$206,682.00
9	160-4	12" Type B Stabilization LBR 40	11,643	SY	$3.81	$44,359.83	$3.25	$37,839.75	$3.00	$34,929.00
10	230-2-1	8" Limerock Base, LBR 100	10,455	SY	$9.57	$100,054.35	$11.50	$120,232.50	$10.00	$104,550.00
11	331-2	Asphalt Concrete Surface Course, Type S-1 2.5"	9,930	SY	$12.88	$127,898.40	$11.00	$109,230.00	$10.00	$99,300.00
11a	331-2b	Asphalt Concrete Surface Course, Type S-1 1.75	1,738	SY	$10.29	$17,884.02	$10.00	$17,380.00	$8.50	$14,773.00
12	425-1-341	Curb Inlets	5	EA	$2,570.00	$12,850.00	$2,600.00	$13,000.00	$4,500.00	$22,500.00
13	425-1-541	Type D Inlet	1	EA	$2,340.00	$2,340.00	$2,750.00	$2,750.00	$3,300.00	$3,300.00
14	425-1-521	Type C Inlets	3	EA	$1,600.00	$4,800.00	$2,250.00	$6,750.00	$2,900.00	$8,700.00
15	430-171-125	18" rcp Culvert, Class III	193	LF	$33.50	$6,465.50	$42.00	$8,106.00	$85.00	$16,405.00
16	430-171-133	24" RCP Culvert, Class III	233	LF	$43.14	$13,416.54	$80.00	$24,880.00	$90.00	$27,990.00
17	430-171-138	36" RCP Culvert, Class III	1,254	LF	$71.29	$89,397.66	$105.00	$131,670.00	$115.00	$144,210.00
18	430-171-141	48" RCP Culvert, Class III	402	LF	$120.20	$48,320.40	$150.00	$60,300.00	$145.00	$58,290.00
19	430-982-138	36" Mitered End Section, Single	2	EA	$1,388.00	$2,776.00	$3,500.00	$7,000.00	$5,000.00	$10,000.00
20	430-982-141	48" Mitered End Section Double	2	EA	$1,867.00	$3,734.00	$5,250.00	$10,500.00	$8,000.00	$16,000.00
21	547-70-1	Rip Rap, Fabric-Formed Concrete	56	SY	$30.00	$1,680.00	$65.00	$3,640.00	$60.00	$3,360.00
22	520-1-7	Type E Curb & Gutter	1,304	LF	$10.14	$13,222.56	$20.00	$26,080.00	$13.65	$17,799.60
23	520-1-10	Type F Curb & Gutter	1,828	LF	$10.14	$18,535.92	$19.00	$34,732.00	$13.40	$24,495.20
24	425-1-341	Curb Inlets Type P4	5	EA	$3,234.00	$16,170.00	$2,000.00	$10,000.00	$4,520.00	$22,600.00
25	425-2	Stormwater Manholes	4	EA	$3,387.00	$13,548.00	$4,500.00	$18,000.00	$3,890.00	$15,560.00
26	570-2	Seed & Mulch, Bahia	14,650	SY	$0.40	$5,860.00	$0.50	$7,325.00	$0.65	$9,522.50
27	275-1-1	Sodding, Bahia, Shoulders, DRA & Structures	14,556	SY	$1.60	$23,289.60	$2.50	$36,390.00	$1.90	$27,656.40
28	710-20	Traffic Striping	1	LS	$6,260.00	$6,260.00	$6,250.00	$6,250.00	$3,000.00	$3,000.00
29	700-40	Traffic Signage	1	LS	$6,084.00	$6,084.00	$6,000.00	$6,000.00	$2,000.00	$2,000.00
TOTAL BASE BID AERIAL WAY						$1,027,529.78		$1,057,494.00	extension error corrected	$966,489.70

		AERIAL WAY - ALTERNATE #1								
1	102-1	Maintenance of Traffic	1	LS	$12,175.00	$12,175.00	$14,450.00	$14,450.00	$12,000.00	$12,000.00
2	110-1-1	Clearing & Grubbing (deduct)	-3	AC	$11,000.00	-$33,000.00	$5,500.00	-$16,500.00	$1,200.00	-$3,600.00
3	120-1	Roadway Excavation	1500	CY	$2.50	$3,750.00	$7.80	$11,700.00	$3.00	$4,500.00
4	160-4	12" Type B Stabilization LBR 40	3601	SY	$3.81	$13,719.81	$10.00	$36,010.00	$3.00	$10,803.00
5	230-2-1	8" Limerock Base, LBR 100	3124	SY	$9.57	$29,896.68	$12.75	$39,831.00	$10.00	$31,240.00
6	331-2	Asphalt Concrete Surface Course Type S-1 2.5"	852	SY	$12.88	$10,973.76	$16.75	$14,271.00	$11.75	$10,011.00
7	331-2b	Asphalt Concrete Surface Course, Type S-1 3"	2103	SY	$18.97	$39,893.91	$20.00	$42,060.00	$17.35	$36,487.05
8	0522-1	Concrete 4" Thick	468	SY	$27.50	$12,870.00	$25.50	$11,934.00	$35.00	$16,380.00
9	425-1-341	Curb Inlets	2	EA	$2,570.00	$5,140.00	$1,800.00	$3,600.00	$4,500.00	$9,000.00
10	430-171-125	18" RCP Culvert, Class III	229	LF	$33.50	$7,671.50	$38.00	$8,702.00	$50.00	$11,450.00
11	430-171-138	36" RCP Culvert, Class III	237	LF	$71.29	$16,895.73	$100.00	$23,700.00	$105.00	$24,885.00
12	0730-76114	Casing Steel (F&") 24"	432	LF	$71.75	$30,996.00	$94.00	$40,608.00	$115.00	$49,680.00
13	520-1-7	Type E Curb & Gutter (Deduct)	1304	LF	$10.14	-$13,222.56	$16.00	-$20,864.00	$13.65	-$17,799.60
14	520-1-7	Gtype D Curb & Gutter	504	LF	$10.14	$5,110.56	$18.75	$9,450.00	$12.60	$6,350.40
15	520-1-10	Type F Curb & Gutter	1217	LF	$10.14	$12,340.38	$16.00	$19,472.00	$13.40	$16,307.80
16	520-5-21	Traffic Sep. Conc (Type II, 4" Wide)	634	LF	$34.00	$21,556.00	$26.00	$16,484.00	$47.25	$29,956.50
17	425-341	Curb Inlets, Type P4	2	EA	$3,234.00	$6,468.00	$1,850.00	$3,700.00	$4,500.00	$9,000.00
18	575-1-1	Sodding, Bahia Shoulders, DRA & Struictures	229	SY	$1.60	$366.40	$3.00	$687.00	$1.90	$435.10
19	710-25	Traffic Striping	1	LS	$7,500.00	$7,500.00	$7,000.00	$7,000.00	$5,500.00	$5,500.00
TOTAL AERIAL WAY - ALTERNATE #1						$191,101.17		$266,295.00		$262,586.25

TOTAL BASE BID SOUTH AIRPORT ROADS + TOTAL BASE BID AERIAL WAY		$4,032,035.26		$4,558,625.50	extension error corrected	$4,621,658.30

HERNANDO COUNTY
PURCHASING AND CONTRACTS DEPARTMENT
20 NORTH MAIN STREET, ROOM 265, BROOKSVILLE, FL 34601-2828

BID TABULATION
SOLICITATION TITLE: AIRPORT ROADWAY IMPROVEMENTS

SOLICITATION NO. 07-043

BID OPENING: MARCH 21, 2007 AT 3:00 P.M.

		BIDDERS			Specialized Services, Inc. P.O. Box 372 Oxford, FL 34484 Ted Graham, President		DAB Constructors, Inc P.O. Box 1589 Inglis, FL 34449-1589 William J. Bachschmidt, VP	
BID ITEM NO.	ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
		SOUTH AIRPORT ROADS						
1	101-1	Mobilization/Demobilization	1	LS	$261,625.00	$261,625.00	$225,000.00	$225,000.00
2	101-1.2	Construction Surveys-Construction Stakeout, Quantity, As-Built Surveys and Set ROW	1	LS	$64,990.00	$64,990.00	$57,000.00	$57,000.00
3	102-1	Maintenance of Traffic	1	LS	$99,500.00	$99,500.00	$37,000.00	$37,000.00
4	104-10-1	Baled Hay or Straw	110	EA	$40.00	$4,400.00	$3.00	$330.00
5	104-13-1	Staked Silt Fence, Type III	24,600	LF	$3.73	$91,758.00	$1.20	$29,520.00
6	104-15-1	Soil Tracking Prevention Device	2	EA	$3,500.00	$7,000.00	$2,000.00	$4,000.00
7	110-1-1	Clearing and Grubbing	105	AC	$3,997.23	$419,709.15	$3,300.00	$346,500.00
8	120-1	Regular Excavation	416,870	CY	$2.15	$896,270.50	$2.70	$1,125,549.00
9	120-4	Unsuitable Excavation	2,500	CY	$10.75	$26,875.00	$7.50	$18,750.00
10	160-4	12" Type B Stabilization LBR 40	26,000	SY	$3.85	$100,100.00	$4.20	$109,200.00
11	230-2-1	8" Limerock Base, LBR 100	22,900	SY	$13.20	$302,280.00	$12.00	$274,800.00
12	230-2-2	4" Limerock Stabilized Base Type B	10,400	SY	$6.66	$69,264.00	$8.85	$92,040.00
13	327-70-4	Mill Existing Asphalt Pavement 3" Avg. Depty	40	SY	$165.00	$6,600.00	$58.00	$2,320.00
14	331-2	Asphalt Concrete Surface Course, Type S-1	4,200	TON	$88.00	$369,600.00	$95.00	$399,000.00
15	425-1-511	Type B Ditch Bottom Inlet	19	EA	$1,320.00	$25,080.00	$3,100.00	$58,900.00
16	425-1-581	Type H Ditch Bottom Inlet, 4-Grate	3	EA	$1,485.00	$4,455.00	$7,300.00	$21,900.00
17	430-171-125	18" RCP Culvert, Class III	451.5	LF	$34.38	$15,522.57	$56.00	$25,284.00
18	430-171-133	30" RCP Culvert, Class III	3,730.5	LF	$61.05	$227,747.03	$85.00	$317,092.50
19	430-982-125	18" Mitered End Section Optional Round	11	EA	$2,300.00	$25,300.00	$1,000.00	$11,000.00
20	430-982-133	30" Mitered End Section Optional Round	19	EA	$3,795.00	$72,105.00	$1,900.00	$36,100.00
21	520-1-7	Type E Curb & Gutter	100	LF	$10.64	$1,064.00	$12.20	$1,220.00
22	547-70-1	Rip Rap, Fabric-Formed Concrete	1,560	SY	$92.00	$143,520.00	$91.25	$142,350.00
23	570-2	Seed and Mulch Bahia	349,000	SY	$0.31	$108,190.00	$0.33	$115,170.00
24	575-1-1	Sodding, Bahia	9,900	SY	$1.73	$17,127.00	$1.90	$18,810.00
25	700-40-1	Sign, Single Post, Less than 12 SF Panel	13	EA	$460.00	$5,980.00	$195.00	$2,535.00
26	700-40-2	Sign, Single Post, 12-25 SF Panel	4	EA	$690.00	$2,760.00	$340.00	$1,360.00
27	706-3	Raised Retro-Reflective Pavement Markers	800	EA	$17.25	$13,800.00	$4.50	$3,600.00
28	710-25-61	Solid Traffic Stripe (White 6")	16,120	LF	$0.92	$14,830.40	$0.26	$4,191.20
29	710-25-81	Solid Traffic Stripe (White 8")	90	LF	$1.27	$114.30	$0.49	$44.10
30	710-25-181	Solid Traffic Stripe (Whie 18")	40	LF	$3.16	$126.40	$1.75	$70.00
31	710-25-241	Solid Traffic Stripe (White 24")	56	LF	$4.60	$257.60	$2.15	$120.40
32	710-26-61	Solid Traffic Stirpe (Y^ellow 6")	15,800	LF	$0.92	$14,536.00	$0.26	$4,108.00
33	710-26-181	Solid Traffic Stripe (Yellow 18")	30	LF	$3.16	$94.80	$1.95	$58.50
34	730-76-109	16" Steel Casing, Open Trench	462	LF	$64.40	$29,752.80	$60.00	$27,720.00
35	985-1	Geotextile Fabric, Type R-2	13,300	SY	$11.50	$152,950.00	$2.00	$26,600.00
36	1060112	San. Sewer Struct (F&I) STD Fiberglass or Fiberglass Lined Precast (4Ft. Diam) Complete	3	EA	$13,225.00	$39,675.00	$14,000.00	$42,000.00
37	1598169	Pipe (PVC SDR 35 Push on) 8" Diam. Sanitary Sewer, includes all fittings	146	LF	$23.00	$3,358.00	$95.00	$13,870.00
38	1598169	Pipe (PVC SDR 35 Push on) 10" Diam. Sanitary Sewer, includes all fittings	350	LF	$25.88	$9,058.00	$96.00	$33,600.00
		TOTAL BASE BID SOUTH AIRPORT ROADS			extension errors corrected	$3,647,375.55		$3,628,712.70
39	120-1A	BID ALTERNATE 1 Regular Excavation	9,900	CY	$2.15	$21,285.00	$2.85	$28,215.00
40	120-1B	BID ALTERNATE 2 Regular Excavation	12,750	CY	$2.15	$27,412.50	$2.85	$36,337.50
		SOUTH AIRPORT ROADS BASE BID + ALTERNATE 1 + ALTERNATE 2			extension errors corrected	$3,696,073.05		$3,693,265.20

ic.					Specialized Services, Inc.		DAB Constructors, Inc	
		AERIAL WAY						
1	101-1	Mobilization/Demobilization	1	LS	$105,475.00	$105,475.00	$116,992.48	$116,992.48
2	101-2	Monuments	1	LS	$48,745.00	$48,745.00	$22,000.00	$22,000.00
3	102-1	Maintenance of Traffic	1	LS	$38,800.00	$38,800.00	$16,500.00	$16,500.00
4	104-13-1	Staked Silt Fence, Type III	5,260	LF	$3.73	$19,619.80	$1.20	$6,312.00
5	327-70-6	Asphalt Milling	1,286	SY	$6.90	$8,873.40	$5.80	$7,458.80
6	110-1-1	Clearing & Grubbing	10	AC	$5,663.90	$56,639.00	$8,400.00	$84,000.00
7	120-1	Roadway Excavation	12,607	CY	$3.50	$44,124.50	$4.00	$50,428.00
8	120-1	Pond Excavation	68,894	CY	$2.25	$155,011.50	$3.60	$248,018.40
9	160-4	12" Type B Stabilization LBR 40	11,643	SY	$3.85	$44,825.55	$4.20	$48,900.60
10	230-2-1	8" Limerock Base, LBR 100	10,455	SY	$13.20	$138,006.00	$12.00	$125,460.00
11	331-2	Asphalt Concrete Surface Course, Type S-1 2.5"	9,930	SY	$12.38	$122,933.40	$13.00	$129,090.00
11a	331-2b	Asphalt Concrete Surface Course, Type S-1 1.75	1,738	SY	$11.00	$19,118.00	$11.00	$19,118.00
12	425-1-341	Curb Inlets	5	EA	$4,400.00	$22,000.00	$4,150.00	$20,750.00
13	425-1-541	Type D Inlet	1	EA	$3,135.00	$3,135.00	$3,400.00	$3,400.00
14	425-1-521	Type C Inlets	3	EA	$2,585.00	$7,755.00	$3,200.00	$9,600.00
15	430-171-125	18" rcp Culvert, Class III	193	LF	$34.38	$6,635.34	$71.00	$13,703.00
16	430-171-133	24" RCP Culvert, Class III	233	LF	$48.30	$15,021.30	$72.00	$22,392.00
17	430-171-138	36" RCP Culvert, Class III	1,254	LF	$79.20	$99,316.80	$100.00	$125,400.00
18	430-171-141	48" RCP Culvert, Class III	402	LF	$116.60	$46,873.20	$130.00	$52,260.00
19	430-982-138	36" Mitered End Section, Single	2	EA	$4,312.50	$8,625.00	$3,300.00	$6,600.00
20	430-982-141	48" Mitered End Section Double	2	EA	$9,775.00	$19,550.00	$6,700.00	$13,400.00
21	547-70-1	Rip Rap, Fabric-Formed Concrete	56	SY	$92.00	$5,152.00	$103.00	$5,768.00
22	520-1-7	Type E Curb & Gutter	1,304	LF	$10.64	$13,874.56	$12.00	$15,648.00
23	520-1-10	Type F Curb & Gutter	1,828	LF	$10.64	$19,449.92	$12.00	$21,936.00
24	425-1-341	Curb Inlets Type P4	5	EA	$4,600.00	$23,000.00	$4,150.00	$20,750.00
25	425-2	Stormwater Manholes	4	EA	$3,830.65	$15,322.60	$2,800.00	$11,200.00
26	570-2	Seed & Mulch, Bahia	14,650	SY	$0.31	$4,541.50	$0.33	$4,834.50
27	275-1-1	Sodding, Bahia, Shoulders, DRA & Structures	14,556	SY	$1.78	$25,909.68	$1.90	$27,656.40
28	710-20	Traffic Striping	1	LS	$12,650.00	$12,650.00	$5,400.00	$5,400.00
29	700-40	Traffic Signage	1	LS	$8,625.00	$8,625.00	$5,200.00	$5,200.00
TOTAL BASE BID AERIAL WAY					extension errors corrected	$1,159,608.05		$1,260,176.18

		AERIAL WAY - ALTERNATE #1						
1	102-1	Maintenance of Traffic	1	LS	$28,800.00	$28,800.00	$32,044.80	$32,044.80
2	110-1-1	Clearing & Grubbing (deduct)	-3	AC	$3,663.90	-$10,991.70	$300.00	-$900.00
3	120-1	Roadway Excavation	1500	CY	$3.50	$5,250.00	$23.00	$34,500.00
4	160-4	12" Type B Stabilization LBR 40	3601	SY	$4.03	$14,512.03	$7.00	$25,207.00
5	230-2-1	8" Limerock Base, LBR 100	3124	SY	$13.80	$43,111.20	$13.50	$42,174.00
6	331-2	Asphalt Concrete Surface Course Type S-1 2.5"	852	SY	$12.94	$11,024.88	$15.00	$12,780.00
7	331-2b	Asphalt Concrete Surface Course, Type S-1 3"	2103	SY	$14.38	$30,241.14	$18.00	$37,854.00
8	0522-1	Concrete 4" Thick	468	SY	$5.75	$2,691.00	$32.00	$14,976.00
9	425-1-341	Curb Inlets	2	EA	$4,600.00	$9,200.00	$6,500.00	$13,000.00
10	430-171-125	18" RCP Culvert, Class III	229	LF	$35.94	$8,230.26	$74.00	$16,946.00
11	430-171-138	36" RCP Culvert, Class III	237	LF	$82.80	$19,623.60	$113.00	$26,781.00
12	0730-76114	Casing Steel (F&*) 24"	432	LF	$103.50	$44,712.00	$118.00	$50,976.00
13	520-1-7	Type E Curb & Gutter (Deduct)	-1304	LF	$10.64	-$13,874.56	$12.00	-$15,648.00
14	520-1-7	Gtype D Curb & Gutter	504	LF	$13.80	$6,955.20	$12.90	$6,501.60
15	520-1-10	Type F Curb & Gutter	1217	LF	$10.64	$12,948.88	$12.00	$14,604.00
16	520-5-21	Traffic Sep. Conc (Type II, 4" Wide)	634	LF	$40.25	$25,518.50	$24.00	$15,216.00
17	425-341	Curb Inlets, Type P4	2	EA	$4,600.00	$9,200.00	$6,500.00	$13,000.00
18	575-1-1	Sodding, Bahia Shoulders, DRA & Struictures	229	SY	$1.78	$407.62	$1.90	$435.10
19	710-25	Traffic Striping	1	LS	$12,650.00	$12,650.00	$5,000.00	$5,000.00
TOTAL AERIAL WAY - ALTERNATE #1					extension errors corrected	$260,210.05		$345,447.50

TOTAL BASE BID SOUTH AIRPORT ROADS + TOTAL BASE BID AERIAL WAY	extension errors corrected	$4,806,983.60		$4,888,888.88

Offers from the Vendors listed herein are the only offers received timely as of the above opening date and time. All other offers submitted in response to this solicitation are hereby rejected.

Hernando County Airport

MEMORANDUM

TO: James Gantt, Central Purchasing Director

THRU: Don Silvernell, Airport Director DAS

FROM: Rob Mills, Airport Deputy Director RLM

DATE: April 12, 2007

SUBJECT: **Approval of Bid Award** **Airport Roadway Improvements**
Solicitation No. 07-043

The Airport has reviewed the Bid Tabulations for The Airport Roadway Improvements Project, Solicitation No. 07-043 as prepared by the Hernando County Purchasing Department. Based on our review, The Airport considers the unit prices submitted by the apparent low bidder, Goodwin Brothers Construction, Inc. to be consistent with the scope of the project. Assuming Goodwin Brothers Construction, Inc. meets all other requirements of the contract documents we recommend the award of this contract to said company.

The Airport accepts Alternate Bid Item 1 ($15,840.00) and Bid Alternate 2 ($20,400.00). Alternate bid items 1 and 2 will increase the size of the proposed Drainage Retention Areas to accommodate future growth and development in the area of the project as dictated by Southwest Florida Water Management District permitting requirements.

The total contract amount of $2,847,434.76 according to the Bid Tabulation will be funded through the following accounts:

07411-5666514	$714,060.03
34392-5626589	$2,133,374.73

The Airport Office respectfully requests the authority to approve "Contract Time" change orders due to inclement weather conditions. This is the time of year for rain and possible hurricanes.

Please present this project and Budget Resolutions for recognition of loan proceeds and outside funding to the Board of County Commissioners for their consideration and approval.

cc: Jeff Kirk, Legal Department
Kent Weissinger, Legal Department
Don Silvernell, Airport Director

attachments

RECEIVED
CENTRAL PURCHASING
07 APR 17 PM 3:06

Doc# 2007003751
Hernando County, Florida
0../2007 11:37AM
KAREN NICOLAI, Clerk

R13

11/3

ESCROW AGREEMENT

OFFICIAL RECORDS
BK: 2388 PG: 764

THIS ESCROW AGREEMENT ("Agreement") is made and entered into by and among HOLLAND SPRING DEVELOPMENT CORPORATION, a Florida corporation ("Developer"), HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS ("County") (Developer and County, each individually a "Party", and together, the "Parties"), and BROAD AND CASSEL ("Escrow Agent").

W I T N E S S E T H:

WHEREAS, Developer and County entered into that certain Agreement dated March 12, 2002, concerning the relocation, realignment and construction of the road known as Aerial Way, as subsequently amended by the Amendment to Agreement, dated December 14, 2004 (the "First Amendment"), and by the Second Amendment to Aerial Way Agreement, dated July 26, 2006 (the "Second Amendment") (with the Agreement, as amended by the First Amendment and by the Second Amendment being collectively referred to herein as the "Agreement"); and

WHEREAS, pursuant to the terms of the Second Amendment, the Parties agreed to establish an escrow in order to implement the terms of the Agreement;

NOW, THEREFORE, pursuant to the terms of the Agreement, and for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Parties do hereby agree as follows:

1. The Parties acknowledge that the recitals set forth above are true and correct and are hereby made a part of this Agreement as if fully set forth herein.

2. Any capitalized terms not utilized herein which are not separately defined herein, shall have the meanings ascribed thereto in the Agreement.

3. Escrow Agent hereby acknowledges receipt of the sum of $350,000.00 (the "Escrow Funds") from the Developer, as required by Paragraph 3 of the Second Amendment. The Escrow Funds have been deposited in an interest bearing account at a federally insured institution and held in escrow by Escrow Agent in accordance with the terms of this Agreement. All interest earned on the Escrow Funds shall accrue to the benefit of Developer.

4. Developer has executed and delivered to Escrow Agent a Special Warranty Deed conveying the 1.06 acre property and the VFW Property, as specified in Paragraphs 1 and 2 of the Agreement, to the County, a copy of which is attached hereto as Exhibit "A" (the "Developer Deed").

5. The Developer hereby requests that the County convey the 5.47 acre property referenced in Paragraph 5 of the Agreement to JOSCHA, LTD., a corporation organized and existing under the laws of the Cayman Islands, British-West Indies ("Joscha"), rather than to Developer. The County shall forthwith execute and deliver to Escrow Agent a statutory deed pursuant to Section 125.411, Florida Statutes, conveying the 5.47 acre property referenced in Paragraph 5 of the Agreement to Joscha (the "County Deed").

6. Developer hereby agrees that the easement referenced in Paragraph 6 of the Agreement will not be required at this time.

7. The County acknowledges that the Escrow Agent, as agent for First American Title Insurance Company (the "Title Company"), has issued to County a title insurance commitment for an owner's title insurance policy showing marketable title to the 1.06 acre property and the VFW Property vested in Developer and subject to no exceptions to title which render the 1.06 acre property or the VFW Property unusable by the County for public road purposes;

8. The Developer acknowledges that the Escrow Agent, as agent for the Title Company, has issued to Developer a title insurance commitment for an owner's title insurance policy showing marketable title to the 5.47 acre property as being vested in the County and subject to no exceptions to title which would render such property unsuitable for drainage and/or passive park/open space purposes;

9. The County acknowledges that the Developer has obtained from Civil-Tech Consulting Engineers, Inc. (the "Surveyor"), a boundary survey (the "Survey" of the 1.06 acre property, the VFW Property, the 5.47 acre property and the easement, and has delivered two (2) signed and sealed copies of the Survey to the County.

10. The Escrow Agent shall forthwith prepare and deliver to the Developer and the County, a Closing Statement, setting forth all costs and expenses to be paid by each of the Parties and a standard owner's affidavit for execution by each of the parties, and any and all other documents reasonably required by the Title Company to insure title to the respective properties (collectively, the "Closing Documents").

11. At such time as:

(a) The Escrow Agent has received the executed Closing Documents, and any costs to be paid by Developer pursuant to the Closing Statement, from Developer; and

(b) The Escrow Agent has received the executed County Deed, Closing Documents, and any costs to be paid by the County pursuant to the Closing Statement from the County.

(c) The Escrow Agent shall:

(i) record the Developer Deed and the County Deed;

(ii) disburse the Escrow Funds to the County; and

(iii) distribute the fully-executed Closing Documents to the appropriate Parties.

12. The Escrow Agent agrees and is authorized by acceptance of the Escrow Funds and the documents specified above to hold same in escrow and disburse same in accordance with the terms and conditions of this Agreement. In the event of doubt as to its duties or liabilities

under the provisions of this Agreement, the Escrow Agent may, in its sole discretion, continue to hold the Escrow Funds and documents until the Parties mutually agree to the disbursement thereof, or until a judgment of a court of competent jurisdiction shall determine the rights of the parties thereto, or Escrow Agent may deposit the Escrow Funds and documents with the Clerk of Circuit Court of Hernando County, Florida, and, upon notifying Parties of such deposit, all liability on the part of the Escrow Agent shall fully terminate, except to the extent of accounting for any Escrow Funds theretofore delivered out of escrow. In the event of any suit between the Parties wherein the Escrow Agent is made a party by virtue of acting as Escrow Agent hereunder, or in the event of any suit wherein Escrow Agent interpleads the Escrow Funds and documents, the Escrow Agent shall be entitled to recover reasonable costs, fees and expenses, including, but not limited to, witness fees, expert fees, consultant fees, attorney, paralegal and legal assistant fees, costs and expenses, and other professional fees, costs and expenses whether suit be brought or not, and whether in settlement, in any declaratory action, in mediation, arbitration, bankruptcy or administrative proceedings, or at trial or on appeal, said fees and costs to be charged and assessed as court costs in favor of the prevailing Party, and to be deducted from the Escrow Funds before delivery to the prevailing Party. Escrow Agent shall exercise ordinary care with respect to the custody and delivery of the Escrow Funds and documents and any other duties of Escrow Agent under this Agreement. Escrow Agent will not be liable for any act or omission that is undertaken in good faith and with ordinary care. Without limitation, Escrow Agent may assume, without verifications, the genuineness of any signatures on any writings that are regular on their face and may maintain the Escrow Funds in a federally insured, commingled trust account. Escrow Agent will not be liable for any act, omission or failure of the depository institution. No provision of this Agreement authorizes recovery of money damages, costs, expenses or attorneys' fees from or against Escrow Agent. Escrow Agent will have a reasonable period of time to comply with all further instructions received pursuant to this Agreement, which, in all events, shall not be less than five (5) business days. Escrow Agent shall not be responsible for the performance of any financial institution into which the Escrow Funds are deposited. The Parties agree that the status of Developer's counsel as Escrow Agent under this Agreement does not disqualify said counsel from representing Developer in connection with the underlying transaction and in any disputes that may arise between the Parties concerning the underlying transaction, including any dispute or controversy with respect to the Escrow Funds and/or documents. The Escrow Agent is executing this Agreement solely to indicate its intention to abide by the terms hereof.

13. Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and time the same are personally delivered, transmitted electronically (i.e., telecopier device), within three (3) days after depositing with the United States Postal Service, postage prepaid by registered or certified mail, return receipt requested, or within one (1) day after depositing with an overnight delivery service from which a receipt may be obtained, and addressed as follows:

To Developer:	Holland Spring Development Corporation 6068 Apopka – Vineland Road Suite 7 Orlando, Florida 32819 Attention: Johannes M. Schalekamp, President Telephone: (407) 345-8114 Telecopy: (407) 352-9747
Copy to:	Broad and Cassel 390 North Orange Avenue, Suite 1100 Orlando, Florida 32801 Attention: James E. Slater, P.A. Telephone: (407) 839-4227 Telecopy: (407) 650-0941
To County:	Hernando County Board of County Commissioners 20 N. Main Street Brooksville, Florida 34601 Attention: County Administrator Telephone: (352) 754-4002 Telecopy: (352) 754-4477
Copy to:	County Attorney 20 N. Main Street, Rm. 462 Brooksville, Florida 34601 Attention: Kent Weissinger, Esq. Telephone: (352) 754-4122 Telecopy: (352) 754-4001
To Escrow Agent:	Broad and Cassel 390 North Orange Avenue, Suite 1100 Orlando, Florida 32801 Attention: James E. Slater, P.A. Telephone: (407) 839-4227 Telecopy: (407) 650-0941

14. This Agreement constitutes the entire agreement among the parties with respect to the responsibilities of the Escrow Agent regarding the Escrow Funds, and it supersedes all prior understandings or agreements among the Parties.

15. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective devisees, personal representatives, successors and assigns.

16. The failure by any party to insist upon or enforce any of its rights shall not constitute a waiver thereof and nothing shall constitute a waiver of any party's right to insist upon strict compliance with the terms of this Agreement. Any party may waive the benefit of any provision or condition for its benefit which is contained herein. No oral modification of this

Agreement shall be binding upon the parties and any modification must be in writing and signed by the parties hereto.

17. This Agreement shall be governed by and construed under the laws of the State of Florida. Venue for any proceeding brought as a result of this Agreement shall be in Hernando County, Florida.

18. The paragraph headings set forth in this Agreement are for convenience of reference only and shall not be deemed to vary the content of this Agreement or limit the provisions or scope of any paragraph herein.

19. In the event of any dispute hereunder or of any action to interpret or enforce this Agreement, any provision hereof or any matter arising herefrom, each party to such dispute shall be responsible for its reasonable costs, fees and expenses, including, but not limited to, witness fees, expert fees, consultant fees, attorney, paralegal and legal assistant fees, costs and expenses and other professional fees, costs and expenses whether suit be brought or not, and whether in settlement, in any declaratory action, in mediation, arbitration, bankruptcy or administrative proceeding, or at trial or on appeal, except as provided otherwise by specific provisions of this Agreement. The provisions of this paragraph shall survive termination of this Agreement.

20. Time is of the essence of this Agreement and of the covenants and provisions hereof. The effective date of this Agreement shall be the date upon which the last Party to sign has executed this Agreement.

21. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

22. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which collectively shall be deemed one and the same document.

[SIGNATURES WILL FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the dates set forth below.

Signed, sealed and delivered in the presence of the following witnesses:

"DEVELOPER"

HOLLAND SPRING DEVELOPMENT CORPORATION, a Florida corporation

James E. Slater
Name: JAMES E. SLATER

By: _____
Johannes M. Schalekamp, President

Audrey M. Irban
Name: Audrey M. Irban

Dated: 29 NOVEMBER 2006.

"COUNTY"

HERNANDO COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

SEAL
BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

Karen Nicolai
Name: Karen Nicolai

By: _____
Printed Name: Jeff Stabins
Title: Chairman

Tina Martinson
Name: TINA MARTINSON

Dated: 1/9/07

{SEAL}

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY _____ KW 12/8/06
County Attorney's Office

ESCROW ACKNOWLEDGEMENT

Receipt of the Escrow Funds and the Developer Deed referred to above is hereby acknowledged this 29th day of November, 2006. The undersigned agrees to hold said Escrow Funds according to the terms of the foregoing Agreement.

"ESCROW AGENT"

BROAD AND CASSEL

By: _____
James E. Slater, P.A., Partner

EXHIBIT "A"

DEVELOPER DEED

Prepared By and Return To:
James E. Slater, P.A.
Broad and Cassel
Bank of America Center
P.O. Box 4961
Orlando, Florida 32802-4961

For Recording Purposes Only

SPECIAL WARRANTY DEED

THIS INDENTURE, made and executed this 29th day of November, 2006, by HOLLAND SPRING DEVELOPMENT CORPORATION, a Florida corporation, whose address is 6068 Apopka-Vineland Road, Suite 7, Orlando, Florida 32819 (hereinafter referred to as "Grantor"), to and in favor of HERNANDO COUNTY, a political subdivision of the state of Florida, whose post office address is 20 North Main Street, Brooksville, FL 34601 (hereinafter referred to as "Grantee").

W I T N E S S E T H:

THAT the Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate in Hernando County, Florida, to wit:

AS PER EXHIBIT "A" ATTACHED HERETO
AND MADE A PART HEREOF BY THIS REFERENCE

PARCEL IDENTIFICATION NUMBER: Portion of R14-423-18-0000-0010-0010, R14-223-18-2587-0000-0081, R14-223-18-2587-0000-0091 and R14-223-18-2587-0000-0101.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in Fee Simple forever.

AND the Grantor hereby covenants with said Grantee that Grantor will warrant and defend the property hereby conveyed against the lawful claims and demands of all persons claiming by, through, or under Grantor, but against none other, and that the property is free from all encumbrances except taxes accruing subsequent to December 31, 2005, and covenants, easements, reservations, and restrictions and other matters of record, if any, provided that this reference shall not serve to reimpose same.

For Recording Purposes Only

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered
in the presence of:

James E. Slater
Print Name: JAMES E. SLATER

Audrey M. Irban
Print Name: Audrey M. Irban

GRANTOR:
HOLLAND SPRING DEVELOPMENT CORPORATION, a Florida corporation

Johannes M. Schalekamp, President

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing SPECIAL WARRANTY DEED was acknowledged before me this 29th day of November, 2006, by Johannes M. Schalekamp, as President of Holland Spring Development Corporation, a Florida corporation, on behalf of the corporation. He is personally known to me ~~or has produced _____ as identification.~~

Audrey M. Irban
Print Name: Audrey M. Irban
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____

AUDREY M. IRBAN
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # DD 576075
EXPIRES 8/16/2010
BONDED THRU 1-888-NOTARY1

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL A:

The West 60.00 feet of that certain parcel of land described in Official Records Book 378, Pages 491 and 492, Public Records of Hernando County, Florida, all lying and being a part of the North 1/2 of the Southeast 1/4 of Section 14, Township 23 South, Range 18 East, Hernando County, Florida, and being more particularly described as follows:

Commence at the Southwest corner of said certain parcel of land, same being the Southwest corner of the North 1/2 of the Southeast 1/4 of said Section 14; thence N00°05'36"E, along the West boundary of said North `/2, 197.78 feet to the South right-of-way line of Spring Hill Drive; thence S89°46'38"E, along said right-of-way line, 60.00 feet;; thence S00°05'36"W, parallel with the West boundary of said North 1/2, 197.77 feet to the South boundary of said North 1/2; thence N89°47'20"W, along said South Boundary, 60.00 feet to the POINT OF BEGINNING.

AND

PARCEL B:

A PARCEL OF LAND LYING IN AND BEING A PART OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 23 SOUTH, RANGE 18 EAST AND ALSO BEING A PORTION OF HOLLAND SPRING COMMERCE PARK, AS RECORDED IN PLAT BOOK 19, PAGES 97 AND 98, PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHEAST CORNER OF LOT 10 OF SAID HOLLAND SPRING COMMERCE PARK; THENCE S 00°05'36" W, ALONG THE EAST BOUNDARY OF SAID HOLLAND SPRING COMMERCE PARK AND THE EAST BOUNDARY OF SAID SOUTHWEST 1/4, 1012.85 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 755.00 FEET, A DELTA OF 20°58'08", A CHORD BEARING OF N 10°23'28" W, AND A CHORD OF 274.77 FEET; THENCE, ALONG THE ARC OF SAID CURVE, 276.31 FEET TO THE POINT OF TANGENCY; THENCE N 00°05'36" E 742.77 FEET TO THE NORTH BOUNDARY OF SAID LOT 10 AND THE SOUTH RIGHT-OF-WAY LINE OF SPRING HILL DRIVE, THENCE S 89°46'38" E, ALONG SAID RIGHT-OF-WAY LINE, 50.00 FEET TO THE POINT OF BEGINNING.

MEMORANDUM

TO: The Honorable Chairperson and Members of the Hernando County Board of County Commissioners

THRU: Gary W. Kuhl, County Administrator

George Zoettlein, Budget Director
Office of Management & Budget Department

Kent Weissinger, Senior Assistant County Attorney
County Attorney Office

David W. Horne, Assistant Utilities Director

Brooks Ahrens, Finance Coordinator

FROM: Alisa Pike, Assessment Specialist
Solid Waste & Recycling Division

DATE: April 11, 2007

RE: Interim Disposal Special Assessment Liens to be Filed

BRIEF OVERVIEW: The attached lien notice form is for an improved property that has not paid the interim disposal assessment due by ordinance after three consecutive monthly invoices were mailed and a certified letter was sent to the homeowner. Hernando County Code provides that each unpaid assessment is a lien on the benefited property. Recording the Notice of Lien will assist in collection of assessments, either now or at such time as the property is sold. Interim Disposal Special Assessment Liens bear interest at a rate of ten percent (10%) per annum from date of certification until paid in full.

1) Gertrude F. Mahoney – 18061 Macassar Rd – Key#676637

BUDGET IMPACT: Collection of the above lien will be collected, with interest, over time. The monies for the recording fees are available in Fund 4411 Line Item 07601 5304923 (Filing Fees).

LEGAL AUTHORITY: The Board of County Commissioners is authorized to proceed in accordance with Section 14.64.26, Hernando County Code of Ordinances and with Chapter 125.01, Florida Statutes.

RECOMMENDATION: The Board approves the attached Interim Disposal Special Assessment Liens and authorizes the Chairman's signature, recording of Notices and payment of recording fees. The Solid Waste & Recycling Division will be responsible for filing and recording the signed lien documents with the Clerk of Circuit Court.

CONSENT AGENDA ITEM 8.

INTERIM DISPOSAL
SPECIAL ASSESSMENT LIEN

-For Recording Use Only Above Line-

This Interim Disposal Special Assessment Lien is hereby created, established and levied as provided by ordinance, and this Notice effective as of the date set forth below, having been brought before and acted upon by the Board of County Commissioners of Hernando County, a political subdivision of the State of Florida ("County"), whose address is 20 N. Main Street, Brooksville, FL 34601, pursuant to the Hernando County Code of Ordinances, Chapter 14, Sec. 14-64.26, and Chapter 125, Florida Statutes:

WHEREAS, County has determined that an Interim Disposal Special Assessment in the amount of $240.63, as provided for by Hernando County Code, assessed against the subject property legally described below has not been paid as required by said Code; and,

WHEREAS, Hernando County Code Sec. 14-64.26 provides for the creation, establishment and levy of a lien in the amount of such assessment against the property specially benefitted, and the subject property described herein has been determined as having been specially benefitted.

NOW THEREFORE, IT IS HEREBY ORDERED, upon this matter coming before the Hernando County Board of County Commissioners and in consideration of the special benefit to the subject property described herein, there is hereby created, established and levied by operation of law, running from the thirty-first (31st) day from the date set forth below, a lien upon the following described real property situated and lying in Hernando County, Florida, to wit:

18061 MACASSAR ROAD, KEY#00676637
ROYAL HIGHLANDS UNIT 1B
BLK 94 LOT 19, HERNANDO COUNTY

Owner's name: GERTRUDE F. MAHONEY
Mailing address: 217 CYPRESS CT
OLDSMAR FL 34677-2121

Said lien may be foreclosed by County pursuant to Hernando County Code and in accordance with the procedure set forth in general law, or may be enforced in any other manner allowed by law.

Said lien may bear interest at the statutory rate from the date hereof until paid in full.

IN WITNESS WHEREOF, Hernando County has set its hand and seal this 24th day of April, 2007.

HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS

Jeff Stabins, Chairperson

ATTEST: SEAL

Karen Nicolai, Clerk of the Circuit Court

Approved for Form and Legal Sufficiency:

By: KW 4/16/07
County Attorney's Office

STATE OF FLORIDA

COUNTY OF HERNANDO
STATE OF FLORIDA

The foregoing instrument was acknowledged before me this 25 day of April, 2007, by Jeff Stabins, Chairperson of the Hernando County Board of County Commissioners, who is personally known to me or who has produced _____ as identification.

(Signature of person taking acknowledgment)

DORIS N. CUPELES
Name typed, printed or stamped)

(Title or rank) (Serial number, if any)

NOTARY PUBLIC STATE OF FLORIDA
DORIS N. CUPELES
My Commission DD 534614
EXPIRES: March 30, 2010

Prepared By & Return To: Hernando County Utilities Dept., Solid Waste & Recycling Division, 14450 Landfill Road, Brooksville, FL 34614

3/29/07

To Whom it may concern,

Please fine copy of my Mothers certified death certificate.
Unfortunately there is no estate to take care of her outstanding debit.

Sincerely,
Kevin Mahoney

$150.63 /A=15452 18061 Macassar Rd

Key # 676637

STATE OF FLORIDA

OFFICE of VITAL STATISTICS

CERTIFIED COPY

FLORIDA CERTIFICATE OF DEATH

LOCAL FILE NO.

1. DECEDENT'S NAME (First, Middle, Last, Suffix)	GERTRUDE F. MAHONEY		2. SEX: Female
3. DATE OF BIRTH (Month, Day, Year): July 7, 1921	4a. AGE-Last Birthday (Years): 85	4b. UNDER 1 YEAR: Months / Days	4c. UNDER 1 DAY: Hours / Minutes	5. DATE OF DEATH (Month, Day, Year): January 10, 2007
6. SOCIAL SECURITY NUMBER: [redacted]	7. BIRTHPLACE (City and State or Foreign Country): Bronx, New York		8. COUNTY OF DEATH: Pinellas	
9. PLACE OF DEATH (Check only one): HOSPITAL: ___ Inpatient ___ Emergency Room/Outpatient ___ Dead on Arrival; NON-HOSPITAL: X Hospice Facility ___ Nursing Home/Long Term Care Facility ___ Decedent's Home ___ Other (Specify)				
10. FACILITY NAME (If not institution, give street address): Hospice House Woodside	11a. CITY, TOWN, OR LOCATION OF DEATH: Pinellas Park	11b. INSIDE CITY LIMITS? X Yes ___ No		
12. MARITAL STATUS (Specify): ___ Married ___ Married, but Separated X Widowed ___ Divorced ___ Never Married	13. SURVIVING SPOUSE'S NAME (If wife, give maiden name)			
14a. RESIDENCE - STATE: Florida	14b. COUNTY: Pinellas	14c. CITY, TOWN, OR LOCATION: Oldsmar		
14d. STREET ADDRESS: 217 Cypress Ct.	14e. APT. NO.	14f. ZIP CODE: 34677	14g. INSIDE CITY LIMITS? ___ Yes X No	
15a. DECEDENT'S USUAL OCCUPATION (Indicate type of work done during most of working life. Do not use "Retired"): Homemaker	15b. KIND OF BUSINESS/INDUSTRY: Own Home			
16. DECEDENT'S RACE (Specify the race/races to indicate what decedent considered himself/herself to be. More than one race may be specified.): X White ___ Black or African American ___ American Indian or Alaskan Native (Specify tribe) ___ Asian Indian ___ Chinese ___ Filipino ___ Japanese ___ Korean ___ Vietnamese ___ Other Asian (Specify) ___ Native Hawaiian ___ Guamanian or Chamorro ___ Samoan ___ Other Pacific Isl. (Specify) ___ Other (Specify)				
17. DECEDENT OF HISPANIC OR HAITIAN ORIGIN? (Specify if decedent was of Hispanic or Haitian Origin.): ___ Yes (If Yes, specify) X No ___ Mexican ___ Puerto Rican ___ Cuban ___ Central/South American ___ Other Hispanic (Specify) ___ Haitian				
18. DECEDENT'S EDUCATION (Specify the decedent's highest degree or level of school completed at time of death.): ___ 8th or less ___ High school but no diploma X High school diploma or GED ___ College but no degree ___ College degree (Specify): ___ Associate ___ Bachelor's ___ Master's ___ Doctorate	19. WAS DECEDENT EVER IN U.S. ARMED FORCES? ___ Yes X No			
20. FATHER'S NAME (First, Middle, Last, Suffix): Frederick Gipp	21. MOTHER'S NAME (First, Middle, Maiden Surname): Gertrude Ward			
22a. INFORMANT'S NAME: Gertrude F. Mahoney(Pre-Arranged)	22b. RELATIONSHIP TO DECEDENT: Self	23a. INFORMANT'S MAILING - STATE: Florida		
23b. CITY OR TOWN: Oldsmar	23c. STREET ADDRESS: 217 Cypress Ct.	23d. ZIP CODE: 34677		
24. PLACE OF DISPOSITION (Name of cemetery, crematory, or other place): PALM STATE CREMATORY	25a. LOCATION - STATE: FLORIDA	25b. LOCATION - CITY OR TOWN: CLEARWATER		
26a. METHOD OF DISPOSITION: ___ Burial ___ Entombment X Cremation ___ Donation ___ Removal from State ___ Other (Specify)				
26b. IF CREMATION, DONATION OR BURIAL AT SEA, WAS MEDICAL EXAMINER APPROVAL GRANTED? X Yes ___ No	27a. LICENSE NUMBER (of Licensee): FE2863	27b. SIGNATURE OF FUNERAL SERVICE LICENSEE OR PERSON ACTING AS SUCH ▶ [signature]		
28. NAME OF FUNERAL FACILITY: ABBEY AFFORDABLE CREMATION & FUNERAL SERVICES, INC.	29a. FACILITY'S MAILING - STATE: FLORIDA			
29b. CITY OR TOWN: LARGO	29c. STREET ADDRESS: 12541 ULMERTON ROAD	29d. ZIP CODE: 33774		
30. CERTIFIER: X Certifying Physician - To the best of my knowledge, death occurred at the time, date and place, and due to the cause(s) and manner stated. (Check one) ___ Medical Examiner - On the basis of examination, and/or investigation, in my opinion, death occurred at the time, date and place, due to the cause(s) and manner stated.				
31a. (Signature and Title of Certifier): ▶ [signature]	31b. DATE SIGNED (mm/dd/yyyy): 1/11/07	32. TIME OF DEATH (24 hr.): 1300	33. MEDICAL EXAMINER'S CASE NUMBER	
34a. LICENSE NUMBER (of Certifier): ME78679	34b. CERTIFIER'S NAME: Theresa Buck, M.D.	35. NAME OF ATTENDING PHYSICIAN (If other than Certifier)		
36a. CERTIFIER'S - STATE: Florida	36b. CITY OR TOWN: Pinellas Park	36c. STREET ADDRESS: 6770 102nd Avenue North	36d. ZIP CODE: 33782	
37. SUBREGISTRAR - Signature and Date ▶	38a. LOCAL REGISTRAR - Signature ▶ Melanie Quail	38b. DATE FILED BY REGISTRAR (Mo., Day, Yr.): Jan. 16, 2007		
39. PROBABLE MANNER OF DEATH: X Natural	The following are under the jurisdiction of the medical examiner: ___ Accident ___ Suicide ___ Homicide ___ Pending Investigation ___ Undetermined	40. REPORTED TO MEDICAL EXAMINER DUE TO CAUSE OF DEATH? ___ Yes X No		
41. CAUSE OF DEATH - PART I. (See instructions on back) IMMEDIATE CAUSE (Final disease or condition resulting in death): a. [redacted] Sequentially list conditions, if any, leading to the cause listed on line a. Enter the UNDERLYING CAUSE (disease or injury that initiated the events resulting in death) LAST: b. [redacted] c. [redacted] d.	Enter the chain of events - diseases, injuries, or complications - that directly caused the death. Enter only one cause on a line. DO NOT enter terminal event such as cardiac arrest, respiratory arrest, or ventricular fibrillation without showing the etiology.		Approximate Interval: Onset to Death	
PART II. Other significant conditions contributing to death but not resulting in the underlying cause given in PART I.		42a. WAS AN AUTOPSY PERFORMED? ___ Yes X No	42b. WERE AUTOPSY FINDINGS AVAILABLE TO COMPLETE THE CAUSE OF DEATH? ___ Yes ___ No	
43a. IF SURGERY MENTIONED IN PART I OR II, ENTER REASON FOR SURGERY	43b. DATE OF SURGERY (Mo., Day, Yr.)	44. DID TOBACCO USE CONTRIBUTE TO DEATH? ___ Yes ___ No ___ Probably ✓ Unknown		
45. IF FEMALE, WAS SHE PREGNANT WITHIN THE PAST YEAR: ___ Yes X No ___ Unknown If Yes, specify timeframe: ___ at time of death ___ within 1 to 42 days of death ___ within 43 days to 1 year of death				
46. DATE OF INJURY (Month, Day, Year)	47. TIME OF INJURY (24 hr.)	48. INJURY AT WORK? ___ Yes ___ No	49a. LOCATION OF INJURY - STATE	
49b. CITY OR TOWN	49c. STREET ADDRESS	49d. APT. NO.	49e. ZIP CODE	
50. DESCRIBE HOW INJURY OCCURRED			51. PLACE OF INJURY (e.g. Decedent's home, construction site, restaurant, wooded area)	
IF TRANSPORTATION INJURY, 52a. Status of Decedent: ___ Driver/Operator ___ Passenger ___ Pedestrian ___ Other (Specify) 52b. Type of Vehicle: ___ Car/Minivan ___ S.U.V. ___ Motorcycle ___ Pickup Truck/Cargo Van ___ Bus ___ Heavy Transport ___ Other (Specify)				

Barbara M. Garner

Chief Deputy Registrar, Pinellas County

Issued: January 17, 2007

FLORIDA DEPARTMENT OF HEALTH

WARNING: THIS DOCUMENT IS PRINTED OR PHOTOCOPIED ON SECURITY PAPER WITH A WATERMARK OF THE GREAT SEAL OF THE STATE OF FLORIDA. DO NOT ACCEPT WITHOUT VERIFYING THE PRESENCE OF THE WATERMARK. THE DOCUMENT FACE CONTAINS A MULTI-COLORED BACKGROUND AND GOLD EMBOSSED SEAL. THE BACK CONTAINS SPECIAL LINES WITH TEXT AND SEALS IN THERMOCHROMIC INK.

DH FORM 1947 (08/04)

33152383

CERTIFICATION OF VITAL RECORD

* 3 3 1 5 2 3 8 3 *

VOID IF ALTERED OR ERASED

VOID IF ALTERED OR ERASED

MEMORANDUM

TO: THE HONORABLE CHAIRMAN AND MEMBERS OF THE HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS

VIA: GARY W. KUHL, COUNTY ADMINISTRATOR

FROM: JAMES D. GANTT, CPPO, C.P.M., DIRECTOR PURCHASING AND CONTRACTS DEPARTMENT

DATE: APRIL 17, 2007

SUBJECT: AIRPORT ROADWAY IMPROVEMENTS PROJECT SOLICITATION NO. 07-043

Brief Overview: The Airport Department prepared contract documents for the Airport Roadway Improvements Project. The scope of work included: construction of approximately 13,000 linear feet of new collector roadway with associated clearing, grubbing and storm water facilities.

Budget Impact: Project funding is available as follows:

07411-5666514	$ 714,060.03
34392-5626589	$2,133,374.73

Reviewed

A copy of the escrow agreement between the County and Holland Springs Development Corp. is attached.

Legal Impact: In accordance with Part II, Chapter 2, Article V, Hernando County Code of Ordinances.

Reviewed **LR No. 07-86**

RECOMMENDED ACTION: Staff recommends that the Board take the following action:

approve the attached Budget Resolutions for recognition of loan proceeds and outside funding;

award the bid for the Airport Roadway Improvements Project, in the total amount of $2,847,434.76 (South Airport Roads and Aerial Way Base Bids plus South Airport Roads Alternate Items #1 and #2), to Goodwin Bros. Construction, Inc., the lowest responsive, responsible bidder; and

authorize the Airport Director, or his designee, to approve change orders for contract time extension, should such time extension be necessary due to inclement weather conditions.

"MINUTES OF"

APR 24 2007

CONSENT AGENDA ITEM 7.

TABULATION OF BIDS

Purchasing and Contracts placed the legal advertisements, posted the advertisement on the County's website and mailed Invitations for Bid to prospective vendors to procure bids for the Airport Roadway Improvements project. The following is a summary of responses received. (Attached is a detailed tabulation.)

BIDDERS	TOTAL BASE BID SOUTH AIRPORT ROADS + AERIAL WAY	SOUTH AIRPORT RDS. ALT. ITEMS	AERIAL WAY ALT. ITEMS
Goodwin Bros. Construction, Inc. Brooksville, Florida	$2,811,194.76	$15,840.00 $20,400.00	$167,860.29
Counts Construction Ocala, Florida	$3,629,034.76	$29,700.00 $38,250.00	$369,925.36
Southern Site Works Zephyrhills, Florida	$3,827,374.50	$17,820.00 $22,950.00	$175,628.50
Simmons Construction Co. Brooksville, Florida	$4,032,035.26	$24,750.00 $31,875.00	$191,101.17
Prince Contracting Co., Inc. Palmetto, Florida	$4,558,625.50	$26,235.00 $33,787.50	$266,295.00
Hewitt Contracting Co., Inc. Leesburg, Florida	$4,621,658.30	$29,700.00 $38,250.00	$262,586.25
Specialized Services, Inc. Oxford, Florida	$4,806,983.60	$21,285.00 $27,412.50	$260,210.05
DAB Constructors, Inc. Inglis, Florida	$4,888,888.88	$28,215.00 $36,337.50	$345,447.50

EVALUATION OF BIDS

Bids were evaluated on the basis of price, conformance with specifications, and the bidder's ability to perform the contracts in accordance with the terms, conditions and specifications required. Bid responses were reviewed and evaluated by the Airport Department and Purchasing and Contracts. Staff has determined that Goodwin Bros. Construction, Inc. of Brooksville, Florida, submitted the lowest responsive, responsible bid.

The Airport Department is recommending that, in addition to awarding the Base Bid amount for both the South Airport Roadways and Aerial Way, Alternates #1 and #2 (for South Airport Roads) also be awarded. These alternate items will increase the size of the proposed Drainage Retention Areas to accommodate future growth and development in the area of the project as dictated by Southwest Florida Water Management District permitting requirements.

HERNANDO COUNTY
PURCHASING AND CONTRACTS DEPARTMENT
20 NORTH MAIN STREET, ROOM 265, BROOKSVILLE, FL 34601-2828

BID TABULATION

SOLICITATION TITLE: AIRPORT ROADWAY IMPROVEMENTS

SOLICITATION NO. 07-043

BID OPENING: MARCH 21, 2007 AT 3:00 P.M.

		BIDDERS			Goodwin Bros. Construction, Inc. P.O. Box 1689 Brooksville, FL 34605 Carol Goodwin, President		Counts Construction Co. 3021 NW 21st Street Ocala, FL 34475 Glenn D. Counts, President		Southern Site Works 4639 Bough Rd. Zephyrhills, FL 33541 David A. Reamer, President	
BID ITEM NO.	ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
		SOUTH AIRPORT ROADS								
1	101-1	Mobilization/Demobilization	1	LS	$35,505.00	$35,505.00	$72,000.00	$72,000.00	$217,500.00	$217,500.00
2	101-1.2	Construction Surveys-Construction Stakeout, Quantity, As-Built Surveys and Set ROW	1	LS	$97,300.00	$97,300.00	$45,000.00	$45,000.00	$14,000.00	$14,000.00
3	102-1	Maintenance of Traffic	1	LS	$5,000.00	$5,000.00	$25,000.00	$25,000.00	$2,650.00	$2,650.00
4	104-10-1	Baled Hay or Straw	110	EA	$6.50	$715.00	$40.00	$4,400.00	$9.50	$1,045.00
5	104-13-1	Staked Silt Fence, Type III	24,600	LF	$0.63	$15,498.00	$2.00	$49,200.00	$0.80	$19,680.00
6	104-15-1	Soil Tracking Prevention Device	2	EA	$850.00	$1,700.00	$2,000.00	$4,000.00	$1,570.00	$3,140.00
7	110-1-1	Clearing and Grubbing	105	AC	$1,600.00	$168,000.00	$1,000.00	$105,000.00	$3,250.00	$341,250.00
8	120-1	Regular Excavation	416,870	CY	$1.60	$666,992.00	$1.95	$812,896.50	$1.80	$750,366.00
9	120-4	Unsuitable Excavation	2,500	CY	$1.60	$4,000.00	$15.00	$37,500.00	$2.75	$6,875.00
10	160-4	12" Type B Stabilization LBR 40	26,000	SY	$1.40	$36,400.00	$2.75	$71,500.00	$3.80	$98,800.00
11	230-2-1	8" Limerock Base, LBR 100	22,900	SY	$8.18	$187,322.00	$7.80	$178,620.00	$9.45	$216,405.00
12	230-2-2	4" Limerock Stabilized Base Type B	10,400	SY	$5.25	$54,600.00	$4.05	$42,120.00	$5.50	$57,200.00
13	327-70-4	Mill Existing Asphalt Pavement 3" Avg. Depty	40	SY	$75.00	$3,000.00	$50.00	$2,000.00	$9.60	$384.00
14	331-2	Asphalt Concrete Surface Course, Type S-1	4,200	TON	$85.00	$357,000.00	$97.00	$407,400.00	$88.00	$369,600.00
15	425-1-511	Type B Ditch Bottom Inlet	19	EA	$2,335.00	$44,365.00	$3,546.00	$67,374.00	$2,750.00	$52,250.00
16	425-1-581	Type H Ditch Bottom Inlet, 4-Grate	3	EA	$3,235.00	$9,705.00	$3,444.00	$10,332.00	$3,000.00	$9,000.00
17	430-171-12	18" RCP Culvert, Class III	451.5	LF	$29.25	$13,206.38	$36.60	$16,524.90	$38.50	$17,382.75
18	430-171-13	30" RCP Culvert, Class III	3,730.5	LF	$50.50	$188,390.25	$69.72	$260,090.46	$49.50	$184,659.75
19	430-982-12	18" Mitered End Section Optional Round	11	EA	$450.00	$4,950.00	$1,238.00	$13,618.00	$735.00	$8,085.00
20	430-982-13	30" Mitered End Section Optional Round	19	EA	$1,000.00	$19,000.00	$2,000.00	$38,000.00	$1,540.00	$29,260.00
21	520-1-7	Type E Curb & Gutter	100	LF	$18.00	$1,800.00	$30.00	$3,000.00	$9.75	$975.00
22	547-70-1	Rip Rap, Fabric-Formed Concrete	1,560	SY	$6.50	$10,140.00	$20.00	$31,200.00	$89.25	$139,230.00
23	570-2	Seed and Mulch Bahia	349,000	SY	$0.22	$76,780.00	$0.35	$122,150.00	$0.50	$174,500.00
24	575-1-1	Sodding, Bahia	9,900	SY	$1.68	$16,632.00	$2.00	$19,800.00	$1.75	$17,325.00
25	700-40-1	Sign, Single Post, Less than 12 SF Panel	13	EA	$160.00	$2,080.00	$240.00	$3,120.00	$183.00	$2,379.00
26	700-40-2	Sign, Single Post, 12-25 SF Panel	4	EA	$195.00	$780.00	$420.00	$1,680.00	$320.00	$1,280.00
27	706-3	Raised Retro-Reflective Pavement Markers	800	EA	$3.75	$3,000.00	$5.53	$4,424.00	$4.25	$3,400.00
28	710-25-61	Solid Traffic Stripe (White 6")	16,120	LF	$0.27	$4,352.40	$0.32	$5,158.40	$0.24	$3,868.80
29	710-25-81	Solid Traffic Stripe (White 8")	90	LF	$0.44	$39.60	$0.59	$53.10	$0.45	$40.50
30	710-25-181	Solid Traffic Stripe (Whie 18")	40	LF	$1.30	$52.00	$2.10	$84.00	$1.60	$64.00
31	710-25-241	Solid Traffic Stripe (White 24")	56	LF	$1.35	$75.60	$3.00	$168.00	$2.00	$112.00
32	710-26-61	Solid Traffic Stripe (Y^ellow 6")	15,800	LF	$0.27	$4,266.00	$0.32	$5,056.00	$0.24	$3,792.00
33	710-26-181	Solid Traffic Stripe (Yellow 18")	30	LF	$1.15	$34.50	$2.10	$63.00	$1.60	$48.00
34	730-76-109	16" Steel Casing, Open Trench	462	LF	$45.50	$21,021.00	$83.20	$38,438.40	$24.35	$11,249.70
35	985-1	Geotextile Fabric, Type R-2	13,300	SY	$0.85	$11,305.00	$0.60	$7,980.00	$3.05	$40,565.00
36	1060112	San. Sewer Struct (F&I) STD Fiberglass or Fiberglass Lined Precast (4Ft. Diam) Complete	3	EA	$7,500.00	$22,500.00	$8,292.00	$24,876.00	$8,350.00	$25,050.00
37	1598169	Pipe (PVC SDR 35 Push on) 8" Diam. Sanitary Sewer, includes all fittings	146	LF	$18.00	$2,628.00	$28.44	$4,152.24	$27.25	$3,978.50
38	1598169	Pipe (PVC SDR 35 Push on) 10" Diam. Sanitary Sewer, includes all fittings	350	LF	$20.00	$7,000.00	$29.88	$10,458.00	$30.75	$10,762.50
		TOTAL BASE BID SOUTH AIRPORT ROADS				$2,097,134.73		$2,544,437.00		$2,838,152.50
39	120-1A	BID ALTERNATE 1 Regular Excavation	9,900	CY	$1.60	$15,840.00	$3.00	$29,700.00	$1.80	$17,820.00
40	120-1B	BID ALTERNATE 2 Regular Excavation	12,750	CY	$1.60	$20,400.00	$3.00	$38,250.00	$1.80	$22,950.00
		SOUTH AIRPORT ROADS BASE BID + ALTERNATE 1 + ALTERNATE 2				$2,133,374.73		$2,612,387.00		$2,878,922.50

					Goodwin Bros. Construction, In		Counts Construction Co.		Southern Site Works	
		AERIAL WAY								
1	101-1	Mobilization/Demobilization	1	LS	$14,000.00	$14,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00
2	101-2	Monuments	1	LS	$41,800.00	$41,800.00	$40,000.00	$40,000.00	$7,600.00	$7,600.00
3	102-1	Maintenance of Traffic	1	LS	$7,500.00	$7,500.00	$25,000.00	$25,000.00	$5,650.00	$5,650.00
4	104-13-1	Staked Silt Fence, Type III	5,260	LF	$0.63	$3,313.80	$3.00	$15,780.00	$0.80	$4,208.00
5	327-70-6	Asphalt Milling	1,286	SY	$6.90	$8,873.40	$5.00	$6,430.00	$9.40	$12,088.40
6	110-1-1	Clearing & Grubbing	10	AC	$1,800.00	$18,000.00	$4,000.00	$40,000.00	$4,500.00	$45,000.00
7	120-1	Roadway Excavation	12,607	CY	$1.60	$20,171.20	$2.50	$31,517.50	$2.40	$30,256.80
8	120-1	Pond Excavation	68,894	CY	$1.60	$110,230.40	$2.50	$172,235.00	$3.80	$261,797.20
9	160-4	12" Type B Stabilization LBR 40	11,643	SY	$1.40	$16,300.20	$2.75	$32,018.25	$3.80	$44,243.40
10	230-2-1	8" Limerock Base, LBR 100	10,455	SY	$8.18	$85,521.90	$7.80	$81,549.00	$9.45	$98,799.75
11	331-2	Asphalt Concrete Surface Course, Type S-1 2.5"	9,930	SY	$11.25	$111,712.50	$12.15	$120,649.50	$9.95	$98,803.50
11a	331-2b	Asphalt Concrete Surface Course, Type S-1 1.75	1,738	SY	$8.10	$14,077.80	$8.30	$14,425.40	$7.55	$13,121.90
12	425-1-341	Curb Inlets	5	EA	$2,800.00	$14,000.00	$9,399.60	$46,998.00	$3,235.00	$16,175.00
13	425-1-541	Type D Inlet	1	EA	$2,800.00	$2,800.00	$2,954.70	$2,954.70	$2,565.00	$2,565.00
14	425-1-521	Type C Inlets	3	EA	$1,700.00	$5,100.00	$1,984.50	$5,953.50	$2,010.00	$6,030.00
15	430-171-12	18" rcp Culvert, Class III	193	LF	$29.25	$5,645.25	$38.43	$7,416.99	$43.00	$8,299.00
16	430-171-13	24" RCP Culvert, Class III	311	LF	$40.10	$12,471.10	$51.92	$16,147.12	$44.25	$13,761.75
17	430-171-13	36" RCP Culvert, Class III	1,254	LF	$66.60	$83,516.40	$95.95	$120,321.30	$78.45	$98,376.30
18	430-171-14	48" RCP Culvert, Class III	402	LF	$97.00	$38,994.00	$150.00	$60,300.00	$114.00	$45,828.00
19	430-982-13	36" Mitered End Section, Single	2	EA	$1,660.00	$3,320.00	$2,800.00	$5,600.00	$1,835.00	$3,670.00
20	430-982-14	48" Mitered End Section Double	2	EA	$2,500.00	$5,000.00	$3,500.00	$7,000.00	$4,765.00	$9,530.00
21	547-70-1	Rip Rap, Fabric-Formed Concrete	56	SY	$6.50	$364.00	$50.00	$2,800.00	$89.25	$4,998.00
22	520-1-7	Type E Curb & Gutter	1,304	LF	$10.25	$13,366.00	$20.00	$26,080.00	$11.50	$14,996.00
23	520-1-10	Type F Curb & Gutter	1,828	LF	$10.25	$18,737.00	$20.00	$36,560.00	$13.35	$24,403.80
24	425-1-341	Curb Inlets Type P4	5	EA	$2,700.00	$13,500.00	$9,399.60	$46,998.00	$3,230.00	$16,150.00
25	425-2	Stormwater Manholes	4	EA	$3,200.00	$12,800.00	$3,906.00	$15,624.00	$3,675.00	$14,700.00
26	570-2	Seed & Mulch, Bahia	14,650	SY	$0.22	$3,223.00	$0.35	$5,127.50	$0.50	$7,325.00
27	275-1-1	Sodding, Bahia, Shoulders, DRA & Structures	14,556	SY	$1.68	$24,454.08	$2.00	$29,112.00	$1.70	$24,745.20
28	710-20	Traffic Striping	1	LS	$3,838.00	$3,838.00	$10,000.00	$10,000.00	$4,850.00	$4,850.00
29	700-40	Traffic Signage	1	LS	$1,430.00	$1,430.00	$10,000.00	$10,000.00	$1,250.00	$1,250.00
		TOTAL BASE BID AERIAL WAY				$714,060.03		$1,084,597.76	extension errors corrected	$989,222.00

		AERIAL WAY - ALTERNATE #1								
1	102-1	Maintenance of Traffic	1	LS	$8,500.00	$8,500.00	$50,000.00	$50,000.00	$2,350.00	$2,350.00
2	110-1-1	Clearing & Grubbing (deduct)	-3	AC	$1,800.00	-$5,400.00	$2,000.00	-$6,000.00	$3,250.00	-$9,750.00
3	120-1	Roadway Excavation	1500	CY	$1.60	$2,400.00	$10.00	$15,000.00	$2.65	$3,975.00
4	160-4	12" Type B Stabilization LBR 40	3601	SY	$1.40	$5,041.40	$5.00	$18,005.00	$3.80	$13,683.80
5	230-2-1	8" Limerock Base, LBR 100	3124	SY	$8.18	$25,554.32	$10.50	$32,802.00	$9.45	$29,521.80
6	331-2	Asphalt Concrete Surface Course Type S-1 2.5"	852	SY	$11.25	$9,585.00	$20.00	$17,040.00	$11.80	$10,053.60
7	331-2b	Asphalt Concrete Surface Course, Type S-1 3"	2103	SY	$13.45	$28,285.35	$20.00	$42,060.00	$14.35	$30,178.05
8	0522-1	Concrete 4" Thick	468	SY	$30.60	$14,320.80	$50.00	$23,400.00	$20.00	$9,360.00
9	425-1-341	Curb Inlets	2	EA	$2,700.00	$5,400.00	$9,912.00	$19,824.00	$3,235.00	$6,470.00
10	430-171-12	18" RCP Culvert, Class III	229	LF	$29.25	$6,698.25	$49.44	$11,321.76	$43.00	$9,847.00
11	430-171-13	36" RCP Culvert, Class III	237	LF	$66.60	$15,784.20	$111.60	$26,449.20	$78.45	$18,592.65
12	0730-7611	Casing Steel (F&") 24"	432	LF	$65.00	$28,080.00	$83.20	$35,942.40	$30.65	$13,240.80
13	520-1-7	Type E Curb & Gutter (Deduct)	-1304	LF	$10.25	-$13,366.00	$15.00	-$19,560.00	$11.50	-$14,996.00
14	520-1-7	Gtype D Curb & Gutter	504	LF	$9.00	$4,536.00	$20.00	$10,080.00	$13.50	$6,804.00
15	520-1-10	Type F Curb & Gutter	1217	LF	$10.25	$12,474.25	$20.00	$24,340.00	$13.50	$16,429.50
16	520-5-21	Traffic Sep. Conc (Type II, 4" Wide)	634	LF	$16.00	$10,144.00	$65.00	$41,210.00	$28.50	$18,069.00
17	425-341	Curb Inlets, Type P4	2	EA	$2,800.00	$5,600.00	$9,912.00	$19,824.00	$3,230.00	$6,460.00
18	575-1-1	Sodding, Bahia Shoulders, DRA & Struictures	229	SY	$1.68	$384.72	$3.00	$687.00	$1.70	$389.30
19	710-25	Traffic Striping	1	LS	$3,838.00	$3,838.00	$7,500.00	$7,500.00	$4,950.00	$4,950.00
		TOTAL AERIAL WAY - ALTERNATE #1			extension error corrected	$167,860.29		$369,925.36	extension error corrected	$175,628.50

TOTAL BASE BID SOUTH AIRPORT ROADS + TOTAL BASE BID AERIAL WAY		$2,811,194.76		$3,629,034.76	extension errors corrected	$3,827,374.50

HERNANDO COUNTY
PURCHASING AND CONTRACTS DEPARTMENT
20 NORTH MAIN STREET, ROOM 265, BROOKSVILLE, FL 34601-2828

BID TABULATION
SOLICITATION TITLE: AIRPORT ROADWAY IMPROVEMENTS

SOLICITATION NO. 07-043

BID OPENING: MARCH 21, 2007 AT 3:00 P.M.

		BIDDERS			Simmons Construction Co. 13018 U.S. Hwy 41 North Brooksville, FL 34610 Hubert Simmons, President		Prince Contracting Co., Inc. 5411 Willis Road Palmette, FL 34221 Douglas A. Delaney, Vice Pres.		Hewitt Contracting Company, Inc. Post Office Box 490697 Leesburg, Fl 34749-0697 Howard H. Hewitt, President	
BID ITEM NO.	**ITEM NO.**	**DESCRIPTION**	**QTY**	**UNIT**	**UNIT PRICE**	**TOTAL**	**UNIT PRICE**	**TOTAL**	**UNIT PRICE**	**TOTAL**
		SOUTH AIRPORT ROADS								
1	101-1	Mobilization/Demobilization	1	LS	$56,785.00	$56,785.00	$81,500.00	$81,500.00	$120,000.00	$120,000.00
2	101-1.2	Construction Surveys-Construction Stakeout, Quantity, As-Built Surveys and Set ROW	1	LS	$95,450.00	$95,450.00	$50,000.00	$50,000.00	$75,000.00	$75,000.00
3	102-1	Maintenance of Traffic	1	LS	$3,000.00	$3,000.00	$8,950.00	$8,950.00	$10,000.00	$10,000.00
4	104-10-1	Baled Hay or Straw	110	EA	$10.00	$1,100.00	$12.00	$1,320.00	$7.00	$770.00
5	104-13-1	Staked Silt Fence, Type III	24,600	LF	$1.50	$36,900.00	$1.50	$36,900.00	$2.00	$49,200.00
6	104-15-1	Soil Tracking Prevention Device	2	EA	$2,500.00	$5,000.00	$4,000.00	$8,000.00	$1,000.00	$2,000.00
7	110-1-1	Clearing and Grubbing	105	AC	$3,500.00	$367,500.00	$4,700.00	$493,500.00	$2,700.00	$283,500.00
8	120-1	Regular Excavation	416,870	CY	$2.50	$1,042,175.00	$2.65	$1,104,705.50	$3.00	$1,250,610.00
9	120-4	Unsuitable Excavation	2,500	CY	$3.50	$8,750.00	$15.00	$37,500.00	$6.00	$15,000.00
10	160-4	12" Type B Stabilization LBR 40	26,000	SY	$3.81	$99,060.00	$2.50	$65,000.00	$3.00	$78,000.00
11	230-2-1	8" Limerock Base, LBR 100	22,900	SY	$9.57	$219,153.00	$10.00	$229,000.00	$10.00	$229,000.00
12	230-2-2	4" Limerock Stabilized Base Type B	10,400	SY	$2.97	$30,888.00	$15.00	$156,000.00	$8.00	$83,200.00
13	327-70-4	Mill Existing Asphalt Pavement 3" Avg. Depty	40	SY	$75.00	$3,000.00	$175.00	$7,000.00	$10.00	$400.00
14	331-2	Asphalt Concrete Surface Course, Type S-1	4,200	TON	$94.60	$397,320.00	$90.00	$378,000.00	$90.00	$378,000.00
15	425-1-511	Type B Ditch Bottom Inlet	19	EA	$3,006.00	$57,114.00	$2,250.00	$42,750.00	$3,350.00	$63,650.00
16	425-1-581	Type H Ditch Bottom Inlet, 4-Grate	3	EA	$3,074.00	$9,222.00	$3,000.00	$9,000.00	$2,500.00	$7,500.00
17	430-171-125	18" RCP Culvert, Class III	451.5	LF	$33.50	$15,125.25	$40.00	$18,060.00	$85.00	$38,377.50
18	430-171-133	30" RCP Culvert, Class III	3,730.5	LF	$54.85	$204,617.93	$70.00	$261,135.00	$110.00	$410,355.00
19	430-982-125	18" Mitered End Section Optional Round	11	EA	$550.00	$6,050.00	$950.00	$10,450.00	$1,250.00	$13,750.00
20	430-982-133	30" Mitered End Section Optional Round	19	EA	$775.00	$14,725.00	$2,750.00	$52,250.00	$2,900.00	$55,100.00
21	520-1-7	Type E Curb & Gutter	100	LF	$10.14	$1,014.00	$30.00	$3,000.00	$13.65	$1,365.00
22	547-70-1	Rip Rap, Fabric-Formed Concrete	1,560	SY	$30.00	$46,800.00	$60.00	$93,600.00	$60.00	$93,600.00
23	570-2	Seed and Mulch Bahia	349,000	SY	$0.40	$139,600.00	$0.50	$174,500.00	$0.65	$226,850.00
24	575-1-1	Sodding, Bahia	9,900	SY	$1.60	$15,840.00	$2.50	$24,750.00	$1.90	$18,810.00
25	700-40-1	Sign, Single Post, Less than 12 SF Panel	13	EA	$210.50	$2,736.50	$225.00	$2,925.00	$190.00	$2,470.00
26	700-40-2	Sign, Single Post, 12-25 SF Panel	4	EA	$368.00	$1,472.00	$400.00	$1,600.00	$330.00	$1,320.00
27	706-3	Raised Retro-Reflective Pavement Markers	800	EA	$4.89	$3,912.00	$6.00	$4,800.00	$4.50	$3,600.00
28	710-25-61	Solid Traffic Stripe (White 6")	16,120	LF	$0.27	$4,352.40	$0.30	$4,836.00	$0.25	$4,030.00
29	710-25-81	Solid Traffic Stripe (White 8")	90	LF	$0.52	$46.80	$1.00	$90.00	$0.45	$40.50
30	710-25-181	Solid Traffic Stripe (Whie 18")	40	LF	$1.84	$73.60	$2.00	$80.00	$1.65	$66.00
31	710-25-241	Solid Traffic Stripe (White 24")	56	LF	$2.30	$128.80	$2.50	$140.00	$2.10	$117.60
32	710-26-61	Solid Traffic Stirpe (Y^ellow 6")	15,800	LF	$0.27	$4,266.00	$0.30	$4,740.00	$0.25	$3,950.00
33	710-26-181	Solid Traffic Stripe (Yellow 18")	30	LF	$1.84	$55.20	$2.00	$60.00	$1.90	$57.00
34	730-76-109	16" Steel Casing, Open Trench	462	LF	$66.00	$30,492.00	$80.00	$36,960.00	$100.00	$46,200.00
35	985-1	Geotextile Fabric, Type R-2	13,300	SY	$1.61	$21,413.00	$2.00	$26,600.00	$1.50	$19,950.00
36	1060112	San. Sewer Struct (F&I) STD Fiberglass or Fiberglass Lined Precast (4Ft. Diam) Complete	3	EA	$11,000.00	$33,000.00	$10,000.00	$30,000.00	$9,300.00	$27,900.00
37	1598169	Pipe (PVC SDR 35 Push on) 8" Diam. Sanitary Sewer, Includes all fittings	146	LF	$51.75	$7,555.50	$80.00	$11,680.00	$80.00	$11,680.00
38	1598169	Pipe (PVC SDR 35 Push on) 10" Diam. Sanitary Sewer, Includes all fittings	350	LF	$53.75	$18,812.50	$85.00	$29,750.00	$85.00	$29,750.00
TOTAL BASE BID SOUTH AIRPORT ROADS						$3,004,505.48		$3,501,131.50		$3,655,168.60
39	120-1A	BID ALTERNATE 1 Regular Excavation	9,900	CY	$2.50	$24,750.00	$2.65	$26,235.00	$3.00	$29,700.00
40	120-1B	BID ALTERNATE 2 Regular Excavation	12,750	CY	$2.50	$31,875.00	$2.65	$33,787.50	$3.00	$38,250.00
SOUTH AIRPORT ROADS BASE BID + ALTERNATE 1 + ALTERNATE 2						$3,061,130.48		$3,561,154.00		$3,723,118.60

					Simmons Construction Co.		Prince Contracting Co., Inc.		Hewitt Contracting Company, Inc	
		AERIAL WAY								
1	101-1	Mobilization/Demobilization	1	LS	$22,743.00	$22,743.00	$60,000.00	$60,000.00	$8,500.00	$8,500.00
2	101-2	Monuments	1	LS	$42,550.00	$42,550.00	$30,000.00	$30,000.00	$5,500.00	$5,500.00
3	102-1	Maintenance of Traffic	1	LS	$15,753.00	$15,753.00	$17,500.00	$17,500.00	$2,500.00	$2,500.00
4	104-13-1	Staked Silt Fence, Type III	5,260	LF	$1.50	$7,890.00	$1.50	$7,890.00	$1.00	$5,260.00
5	327-70-6	Asphalt Milling	1,286	SY	$4.00	$5,144.00	$8.00	$10,288.00	$1.00	$1,286.00
6	110-1-1	Clearing & Grubbing	10	AC	$11,000.00	$110,000.00	$5,500.00	$55,000.00	$1,200.00	$12,000.00
7	120-1	Roadway Excavation	12,607	CY	$3.00	$37,821.00	$3.25	$40,972.75	$3.00	$37,821.00
8	120-1	Pond Excavation	68,894	CY	$3.00	$206,682.00	$2.00	$137,788.00	$3.00	$206,682.00
9	160-4	12" Type B Stabilization LBR 40	11,643	SY	$3.81	$44,359.83	$3.25	$37,839.75	$3.00	$34,929.00
10	230-2-1	8" Limerock Base, LBR 100	10,455	SY	$9.57	$100,054.35	$11.50	$120,232.50	$10.00	$104,550.00
11	331-2	Asphalt Concrete Surface Course, Type S-1 2.5"	9,930	SY	$12.88	$127,898.40	$11.00	$109,230.00	$10.00	$99,300.00
11a	331-2b	Asphalt Concrete Surface Course, Type S-1 1.75	1,738	SY	$10.29	$17,884.02	$10.00	$17,380.00	$8.50	$14,773.00
12	425-1-341	Curb Inlets	5	EA	$2,570.00	$12,850.00	$2,600.00	$13,000.00	$4,500.00	$22,500.00
13	425-1-541	Type D Inlet	1	EA	$2,340.00	$2,340.00	$2,750.00	$2,750.00	$3,300.00	$3,300.00
14	425-1-521	Type C Inlets	3	EA	$1,600.00	$4,800.00	$2,250.00	$6,750.00	$2,900.00	$8,700.00
15	430-171-125	18" rcp Culvert, Class III	193	LF	$33.50	$6,465.50	$42.00	$8,106.00	$85.00	$16,405.00
16	430-171-133	24" RCP Culvert, Class III	233	LF	$43.14	$13,416.54	$80.00	$24,880.00	$90.00	$27,990.00
17	430-171-138	36" RCP Culvert, Class III	1,254	LF	$71.29	$89,397.66	$105.00	$131,670.00	$115.00	$144,210.00
18	430-171-141	48" RCP Culvert, Class III	402	LF	$120.20	$48,320.40	$150.00	$60,300.00	$145.00	$58,290.00
19	430-982-138	36" Mitered End Section, Single	2	EA	$1,388.00	$2,776.00	$3,500.00	$7,000.00	$5,000.00	$10,000.00
20	430-982-141	48" Mitered End Section Double	2	EA	$1,867.00	$3,734.00	$5,250.00	$10,500.00	$8,000.00	$16,000.00
21	547-70-1	Rip Rap, Fabric-Formed Concrete	56	SY	$30.00	$1,680.00	$65.00	$3,640.00	$60.00	$3,360.00
22	520-1-7	Type E Curb & Gutter	1,304	LF	$10.14	$13,222.56	$20.00	$26,080.00	$13.65	$17,799.60
23	520-1-10	Type F Curb & Gutter	1,828	LF	$10.14	$18,535.92	$19.00	$34,732.00	$13.40	$24,495.20
24	425-1-341	Curb Inlets Type P4	5	EA	$3,234.00	$16,170.00	$2,000.00	$10,000.00	$4,520.00	$22,600.00
25	425-2	Stormwater Manholes	4	EA	$3,387.00	$13,548.00	$4,500.00	$18,000.00	$3,890.00	$15,560.00
26	570-2	Seed & Mulch, Bahia	14,650	SY	$0.40	$5,860.00	$0.50	$7,325.00	$0.65	$9,522.50
27	275-1-1	Sodding, Bahia, Shoulders, DRA & Structures	14,556	SY	$1.60	$23,289.60	$2.50	$36,390.00	$1.90	$27,656.40
28	710-20	Traffic Striping	1	LS	$6,260.00	$6,260.00	$6,250.00	$6,250.00	$3,000.00	$3,000.00
29	700-40	Traffic Signage	1	LS	$6,084.00	$6,084.00	$6,000.00	$6,000.00	$2,000.00	$2,000.00
TOTAL BASE BID AERIAL WAY						$1,027,529.78		$1,057,494.00	extension error corrected	$966,489.70

		AERIAL WAY - ALTERNATE #1								
1	102-1	Maintenance of Traffic	1	LS	$12,175.00	$12,175.00	$14,450.00	$14,450.00	$12,000.00	$12,000.00
2	110-1-1	Clearing & Grubbing (deduct)	-3	AC	$11,000.00	-$33,000.00	$5,500.00	-$16,500.00	$1,200.00	-$3,600.00
3	120-1	Roadway Excavation	1500	CY	$2.50	$3,750.00	$7.80	$11,700.00	$3.00	$4,500.00
4	160-4	12" Type B Stabilization LBR 40	3601	SY	$3.81	$13,719.81	$10.00	$36,010.00	$3.00	$10,803.00
5	230-2-1	8" Limerock Base, LBR 100	3124	SY	$9.57	$29,896.68	$12.75	$39,831.00	$10.00	$31,240.00
6	331-2	Asphalt Concrete Surface Course Type S-1 2.5"	852	SY	$12.88	$10,973.76	$16.75	$14,271.00	$11.75	$10,011.00
7	331-2b	Asphalt Concrete Surface Course, Type S-1 3"	2103	SY	$18.97	$39,893.91	$20.00	$42,060.00	$17.35	$36,487.05
8	0522-1	Concrete 4" Thick	468	SY	$27.50	$12,870.00	$25.50	$11,934.00	$35.00	$16,380.00
9	425-1-341	Curb Inlets	2	EA	$2,570.00	$5,140.00	$1,800.00	$3,600.00	$4,500.00	$9,000.00
10	430-171-125	18" RCP Culvert, Class III	229	LF	$33.50	$7,671.50	$38.00	$8,702.00	$50.00	$11,450.00
11	430-171-138	36" RCP Culvert, Class III	237	LF	$71.29	$16,895.73	$100.00	$23,700.00	$105.00	$24,885.00
12	0730-76114	Casing Steel (F&") 24"	432	LF	$71.75	$30,996.00	$94.00	$40,608.00	$115.00	$49,680.00
13	520-1-7	Type E Curb & Gutter (Deduct)	1304	LF	$10.14	-$13,222.56	$16.00	-$20,864.00	$13.65	-$17,799.60
14	520-1-7	Gtype D Curb & Gutter	504	LF	$10.14	$5,110.56	$18.75	$9,450.00	$12.60	$6,350.40
15	520-1-10	Type F Curb & Gutter	1217	LF	$10.14	$12,340.38	$16.00	$19,472.00	$13.40	$16,307.80
16	520-5-21	Traffic Sep. Conc (Type II, 4" Wide)	634	LF	$34.00	$21,556.00	$26.00	$16,484.00	$47.25	$29,956.50
17	425-341	Curb Inlets, Type P4	2	EA	$3,234.00	$6,468.00	$1,850.00	$3,700.00	$4,500.00	$9,000.00
18	575-1-1	Sodding, Bahia Shoulders, DRA & Struictures	229	SY	$1.60	$366.40	$3.00	$687.00	$1.90	$435.10
19	710-25	Traffic Striping	1	LS	$7,500.00	$7,500.00	$7,000.00	$7,000.00	$5,500.00	$5,500.00
TOTAL AERIAL WAY - ALTERNATE #1						$191,101.17		$266,295.00		$262,586.25

TOTAL BASE BID SOUTH AIRPORT ROADS + TOTAL BASE BID AERIAL WAY	$4,032,035.26		$4,558,625.50	extension error corrected	$4,621,658.30

HERNANDO COUNTY
PURCHASING AND CONTRACTS DEPARTMENT
20 NORTH MAIN STREET, ROOM 265, BROOKSVILLE, FL 34601-2828

BID TABULATION
SOLICITATION TITLE: AIRPORT ROADWAY IMPROVEMENTS

SOLICITATION NO. 07-043

BID OPENING: MARCH 21, 2007 AT 3:00 P.M.

		BIDDERS			Specialized Services, Inc. P.O. Box 372 Oxford, FL 34484 Ted Graham, President		DAB Constructors, Inc P.O. Box 1589 Inglis, FL 34449-1589 William J. Bachschmidt, VP	
BID ITEM NO.	ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
		SOUTH AIRPORT ROADS						
1	101-1	Mobilization/Demobilization	1	LS	$261,625.00	$261,625.00	$225,000.00	$225,000.00
2	101-1.2	Construction Surveys-Construction Stakeout, Quantity, As-Built Surveys and Set ROW	1	LS	$64,990.00	$64,990.00	$57,000.00	$57,000.00
3	102-1	Maintenance of Traffic	1	LS	$99,500.00	$99,500.00	$37,000.00	$37,000.00
4	104-10-1	Baled Hay or Straw	110	EA	$40.00	$4,400.00	$3.00	$330.00
5	104-13-1	Staked Silt Fence, Type III	24,600	LF	$3.73	$91,758.00	$1.20	$29,520.00
6	104-15-1	Soil Tracking Prevention Device	2	EA	$3,500.00	$7,000.00	$2,000.00	$4,000.00
7	110-1-1	Clearing and Grubbing	105	AC	$3,997.23	$419,709.15	$3,300.00	$346,500.00
8	120-1	Regular Excavation	416,870	CY	$2.15	$896,270.50	$2.70	$1,125,549.00
9	120-4	Unsuitable Excavation	2,500	CY	$10.75	$26,875.00	$7.50	$18,750.00
10	160-4	12" Type B Stabilization LBR 40	26,000	SY	$3.85	$100,100.00	$4.20	$109,200.00
11	230-2-1	8" Limerock Base, LBR 100	22,900	SY	$13.20	$302,280.00	$12.00	$274,800.00
12	230-2-2	4" Limerock Stabilized Base Type B	10,400	SY	$6.66	$69,264.00	$8.85	$92,040.00
13	327-70-4	Mill Existing Asphalt Pavement 3" Avg. Depty	40	SY	$165.00	$6,600.00	$58.00	$2,320.00
14	331-2	Asphalt Concrete Surface Course, Type S-1	4,200	TON	$88.00	$369,600.00	$95.00	$399,000.00
15	425-1-511	Type B Ditch Bottom Inlet	19	EA	$1,320.00	$25,080.00	$3,100.00	$58,900.00
16	425-1-581	Type H Ditch Bottom Inlet, 4-Grate	3	EA	$1,485.00	$4,455.00	$7,300.00	$21,900.00
17	430-171-125	18" RCP Culvert, Class III	451.5	LF	$34.38	$15,522.57	$56.00	$25,284.00
18	430-171-133	30" RCP Culvert, Class III	3,730.5	LF	$61.05	$227,747.03	$85.00	$317,092.50
19	430-982-125	18" Mitered End Section Optional Round	11	EA	$2,300.00	$25,300.00	$1,000.00	$11,000.00
20	430-982-133	30" Mitered End Section Optional Round	19	EA	$3,795.00	$72,105.00	$1,900.00	$36,100.00
21	520-1-7	Type E Curb & Gutter	100	LF	$10.64	$1,064.00	$12.20	$1,220.00
22	547-70-1	Rip Rap, Fabric-Formed Concrete	1,560	SY	$92.00	$143,520.00	$91.25	$142,350.00
23	570-2	Seed and Mulch Bahia	349,000	SY	$0.31	$108,190.00	$0.33	$115,170.00
24	575-1-1	Sodding, Bahia	9,900	SY	$1.73	$17,127.00	$1.90	$18,810.00
25	700-40-1	Sign, Single Post, Less than 12 SF Panel	13	EA	$460.00	$5,980.00	$195.00	$2,535.00
26	700-40-2	Sign, Single Post, 12-25 SF Panel	4	EA	$690.00	$2,760.00	$340.00	$1,360.00
27	706-3	Raised Retro-Reflective Pavement Markers	800	EA	$17.25	$13,800.00	$4.50	$3,600.00
28	710-25-61	Solid Traffic Stripe (White 6")	16,120	LF	$0.92	$14,830.40	$0.26	$4,191.20
29	710-25-81	Solid Traffic Stripe (White 8")	90	LF	$1.27	$114.30	$0.49	$44.10
30	710-25-181	Solid Traffic Stripe (Whie 18")	40	LF	$3.16	$126.40	$1.75	$70.00
31	710-25-241	Solid Traffic Stripe (White 24")	56	LF	$4.60	$257.60	$2.15	$120.40
32	710-26-61	Solid Traffic Stirpe (Y^ellow 6")	15,800	LF	$0.92	$14,536.00	$0.26	$4,108.00
33	710-26-181	Solid Traffic Stripe (Yellow 18")	30	LF	$3.16	$94.80	$1.95	$58.50
34	730-76-109	16" Steel Casing, Open Trench	462	LF	$64.40	$29,752.80	$60.00	$27,720.00
35	985-1	Geotextile Fabric, Type R-2	13,300	SY	$11.50	$152,950.00	$2.00	$26,600.00
36	1060112	San. Sewer Struct (F&I) STD Fiberglass or Fiberglass Lined Precast (4Ft. Diam) Complete	3	EA	$13,225.00	$39,675.00	$14,000.00	$42,000.00
37	1598169	Pipe (PVC SDR 35 Push on) 8" Diam. Sanitary Sewer, includes all fittings	146	LF	$23.00	$3,358.00	$95.00	$13,870.00
38	1598169	Pipe (PVC SDR 35 Push on) 10" Diam. Sanitary Sewer, includes all fittings	350	LF	$25.88	$9,058.00	$96.00	$33,600.00
		TOTAL BASE BID SOUTH AIRPORT ROADS			extension errors corrected	$3,647,375.55		$3,628,712.70
39	120-1A	BID ALTERNATE 1 Regular Excavation	9,900	CY	$2.15	$21,285.00	$2.85	$28,215.00
40	120-1B	BID ALTERNATE 2 Regular Excavation	12,750	CY	$2.15	$27,412.50	$2.85	$36,337.50
		SOUTH AIRPORT ROADS BASE BID + ALTERNATE 1 + ALTERNATE 2			extension errors corrected	$3,696,073.05		$3,693,265.20

ic.					Specialized Services, Inc.		DAB Constructors, Inc	
		AERIAL WAY						
1	101-1	Mobilization/Demobilization	1	LS	$105,475.00	$105,475.00	$116,992.48	$116,992.48
2	101-2	Monuments	1	LS	$48,745.00	$48,745.00	$22,000.00	$22,000.00
3	102-1	Maintenance of Traffic	1	LS	$38,800.00	$38,800.00	$16,500.00	$16,500.00
4	104-13-1	Staked Silt Fence, Type III	5,260	LF	$3.73	$19,619.80	$1.20	$6,312.00
5	327-70-6	Asphalt Milling	1,286	SY	$6.90	$8,873.40	$5.80	$7,458.80
6	110-1-1	Clearing & Grubbing	10	AC	$5,663.90	$56,639.00	$8,400.00	$84,000.00
7	120-1	Roadway Excavation	12,607	CY	$3.50	$44,124.50	$4.00	$50,428.00
8	120-1	Pond Excavation	68,894	CY	$2.25	$155,011.50	$3.60	$248,018.40
9	160-4	12" Type B Stabilization LBR 40	11,643	SY	$3.85	$44,825.55	$4.20	$48,900.60
10	230-2-1	8" Limerock Base, LBR 100	10,455	SY	$13.20	$138,006.00	$12.00	$125,460.00
11	331-2	Asphalt Concrete Surface Course, Type S-1 2.5"	9,930	SY	$12.38	$122,933.40	$13.00	$129,090.00
11a	331-2b	Asphalt Concrete Surface Course, Type S-1 1.75	1,738	SY	$11.00	$19,118.00	$11.00	$19,118.00
12	425-1-341	Curb Inlets	5	EA	$4,400.00	$22,000.00	$4,150.00	$20,750.00
13	425-1-541	Type D Inlet	1	EA	$3,135.00	$3,135.00	$3,400.00	$3,400.00
14	425-1-521	Type C Inlets	3	EA	$2,585.00	$7,755.00	$3,200.00	$9,600.00
15	430-171-125	18" rcp Culvert, Class III	193	LF	$34.38	$6,635.34	$71.00	$13,703.00
16	430-171-133	24" RCP Culvert, Class III	233	LF	$48.30	$15,021.30	$72.00	$22,392.00
17	430-171-138	36" RCP Culvert, Class III	1,254	LF	$79.20	$99,316.80	$100.00	$125,400.00
18	430-171-141	48" RCP Culvert, Class III	402	LF	$116.60	$46,873.20	$130.00	$52,260.00
19	430-982-138	36" Mitered End Section, Single	2	EA	$4,312.50	$8,625.00	$3,300.00	$6,600.00
20	430-982-141	48" Mitered End Section Double	2	EA	$9,775.00	$19,550.00	$6,700.00	$13,400.00
21	547-70-1	Rip Rap, Fabric-Formed Concrete	56	SY	$92.00	$5,152.00	$103.00	$5,768.00
22	520-1-7	Type E Curb & Gutter	1,304	LF	$10.64	$13,874.56	$12.00	$15,648.00
23	520-1-10	Type F Curb & Gutter	1,828	LF	$10.64	$19,449.92	$12.00	$21,936.00
24	425-1-341	Curb Inlets Type P4	5	EA	$4,600.00	$23,000.00	$4,150.00	$20,750.00
25	425-2	Stormwater Manholes	4	EA	$3,830.65	$15,322.60	$2,800.00	$11,200.00
26	570-2	Seed & Mulch, Bahia	14,650	SY	$0.31	$4,541.50	$0.33	$4,834.50
27	275-1-1	Sodding, Bahia, Shoulders, DRA & Structures	14,556	SY	$1.78	$25,909.68	$1.90	$27,656.40
28	710-20	Traffic Striping	1	LS	$12,650.00	$12,650.00	$5,400.00	$5,400.00
29	700-40	Traffic Signage	1	LS	$8,625.00	$8,625.00	$5,200.00	$5,200.00
TOTAL BASE BID AERIAL WAY					extension errors corrected	$1,159,608.05		$1,260,176.18

		AERIAL WAY - ALTERNATE #1						
1	102-1	Maintenance of Traffic	1	LS	$28,800.00	$28,800.00	$32,044.80	$32,044.80
2	110-1-1	Clearing & Grubbing (deduct)	-3	AC	$3,663.90	-$10,991.70	$300.00	-$900.00
3	120-1	Roadway Excavation	1500	CY	$3.50	$5,250.00	$23.00	$34,500.00
4	160-4	12" Type B Stabilization LBR 40	3601	SY	$4.03	$14,512.03	$7.00	$25,207.00
5	230-2-1	8" Limerock Base, LBR 100	3124	SY	$13.80	$43,111.20	$13.50	$42,174.00
6	331-2	Asphalt Concrete Surface Course Type S-1 2.5"	852	SY	$12.94	$11,024.88	$15.00	$12,780.00
7	331-2b	Asphalt Concrete Surface Course, Type S-1 3"	2103	SY	$14.38	$30,241.14	$18.00	$37,854.00
8	0522-1	Concrete 4" Thick	468	SY	$5.75	$2,691.00	$32.00	$14,976.00
9	425-1-341	Curb Inlets	2	EA	$4,600.00	$9,200.00	$6,500.00	$13,000.00
10	430-171-125	18" RCP Culvert, Class III	229	LF	$35.94	$8,230.26	$74.00	$16,946.00
11	430-171-138	36" RCP Culvert, Class III	237	LF	$82.80	$19,623.60	$113.00	$26,781.00
12	0730-76114	Casing Steel (F&") 24"	432	LF	$103.50	$44,712.00	$118.00	$50,976.00
13	520-1-7	Type E Curb & Gutter (Deduct)	-1304	LF	$10.64	-$13,874.56	$12.00	-$15,648.00
14	520-1-7	Gtype D Curb & Gutter	504	LF	$13.80	$6,955.20	$12.90	$6,501.60
15	520-1-10	Type F Curb & Gutter	1217	LF	$10.64	$12,948.88	$12.00	$14,604.00
16	520-5-21	Traffic Sep. Conc (Type II, 4" Wide)	634	LF	$40.25	$25,518.50	$24.00	$15,216.00
17	425-341	Curb Inlets, Type P4	2	EA	$4,600.00	$9,200.00	$6,500.00	$13,000.00
18	575-1-1	Sodding, Bahia Shoulders, DRA & Struictures	229	SY	$1.78	$407.62	$1.90	$435.10
19	710-25	Traffic Striping	1	LS	$12,650.00	$12,650.00	$5,000.00	$5,000.00
TOTAL AERIAL WAY - ALTERNATE #1					extension errors corrected	$260,210.05		$345,447.50

TOTAL BASE BID SOUTH AIRPORT ROADS + TOTAL BASE BID AERIAL WAY	extension errors corrected	$4,806,983.60		$4,888,888.88

Offers from the Vendors listed herein are the only offers received timely as of the above opening date and time. All other offers submitted in response to this solicitation are hereby rejected.

Hernando County Airport

MEMORANDUM

TO: **James Gantt, Central Purchasing Director**

THRU: **Don Silvernell, Airport Director** DAS

FROM: **Rob Mills, Airport Deputy Director** RLM

DATE: **April 12, 2007**

SUBJECT: **Approval of Bid Award Airport Roadway Improvements**
Solicitation No. 07-043

The Airport has reviewed the Bid Tabulations for The Airport Roadway Improvements Project, Solicitation No. 07-043 as prepared by the Hernando County Purchasing Department. Based on our review, The Airport considers the unit prices submitted by the apparent low bidder, Goodwin Brothers Construction, Inc. to be consistent with the scope of the project. Assuming Goodwin Brothers Construction, Inc. meets all other requirements of the contract documents we recommend the award of this contract to said company.

The Airport accepts Alternate Bid Item 1 ($15,840.00) and Bid Alternate 2 ($20,400.00). Alternate bid items 1 and 2 will increase the size of the proposed Drainage Retention Areas to accommodate future growth and development in the area of the project as dictated by Southwest Florida Water Management District permitting requirements.

The total contract amount of $2,847,434.76 according to the Bid Tabulation will be funded through the following accounts:

07411-5666514	$714,060.03
34392-5626589	$2,133,374.73

The Airport Office respectfully requests the authority to approve "Contract Time" change orders due to inclement weather conditions. This is the time of year for rain and possible hurricanes.

Please present this project and Budget Resolutions for recognition of loan proceeds and outside funding to the Board of County Commissioners for their consideration and approval.

cc: Jeff Kirk, Legal Department
Kent Weissinger, Legal Department
Don Silvernell, Airport Director

attachments

RECEIVED
CENTRAL PURCHASING
07 APR 17 PM 3:06

Doc# 2007003751
Hernando County, Florida
03/12/2007 11:37AM
KAREN NICOLAI, Clerk

R13

11/3

ESCROW AGREEMENT

OFFICIAL RECORDS
BK: 2388 PG: 764

THIS ESCROW AGREEMENT ("Agreement") is made and entered into by and among HOLLAND SPRING DEVELOPMENT CORPORATION, a Florida corporation ("Developer"), HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS ("County") (Developer and County, each individually a "Party", and together, the "Parties"), and BROAD AND CASSEL ("Escrow Agent").

W I T N E S S E T H:

WHEREAS, Developer and County entered into that certain Agreement dated March 12, 2002, concerning the relocation, realignment and construction of the road known as Aerial Way, as subsequently amended by the Amendment to Agreement, dated December 14, 2004 (the "First Amendment"), and by the Second Amendment to Aerial Way Agreement, dated July 26, 2006 (the "Second Amendment") (with the Agreement, as amended by the First Amendment and by the Second Amendment being collectively referred to herein as the "Agreement"); and

WHEREAS, pursuant to the terms of the Second Amendment, the Parties agreed to establish an escrow in order to implement the terms of the Agreement;

NOW, THEREFORE, pursuant to the terms of the Agreement, and for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Parties do hereby agree as follows:

1. The Parties acknowledge that the recitals set forth above are true and correct and are hereby made a part of this Agreement as if fully set forth herein.

2. Any capitalized terms not utilized herein which are not separately defined herein, shall have the meanings ascribed thereto in the Agreement.

3. Escrow Agent hereby acknowledges receipt of the sum of $350,000.00 (the "Escrow Funds") from the Developer, as required by Paragraph 3 of the Second Amendment. The Escrow Funds have been deposited in an interest bearing account at a federally insured institution and held in escrow by Escrow Agent in accordance with the terms of this Agreement. All interest earned on the Escrow Funds shall accrue to the benefit of Developer.

4. Developer has executed and delivered to Escrow Agent a Special Warranty Deed conveying the 1.06 acre property and the VFW Property, as specified in Paragraphs 1 and 2 of the Agreement, to the County, a copy of which is attached hereto as Exhibit "A" (the "Developer Deed").

5. The Developer hereby requests that the County convey the 5.47 acre property referenced in Paragraph 5 of the Agreement to JOSCHA, LTD., a corporation organized and existing under the laws of the Cayman Islands, British-West Indies ("Joscha"), rather than to Developer. The County shall forthwith execute and deliver to Escrow Agent a statutory deed pursuant to Section 125.411, Florida Statutes, conveying the 5.47 acre property referenced in Paragraph 5 of the Agreement to Joscha (the "County Deed").

6. Developer hereby agrees that the easement referenced in Paragraph 6 of the Agreement will not be required at this time.

7. The County acknowledges that the Escrow Agent, as agent for First American Title Insurance Company (the "Title Company"), has issued to County a title insurance commitment for an owner's title insurance policy showing marketable title to the 1.06 acre property and the VFW Property vested in Developer and subject to no exceptions to title which render the 1.06 acre property or the VFW Property unusable by the County for public road purposes;

8. The Developer acknowledges that the Escrow Agent, as agent for the Title Company, has issued to Developer a title insurance commitment for an owner's title insurance policy showing marketable title to the 5.47 acre property as being vested in the County and subject to no exceptions to title which would render such property unsuitable for drainage and/or passive park/open space purposes;

9. The County acknowledges that the Developer has obtained from Civil-Tech Consulting Engineers, Inc. (the "Surveyor"), a boundary survey (the "Survey" of the 1.06 acre property, the VFW Property, the 5.47 acre property and the easement, and has delivered two (2) signed and sealed copies of the Survey to the County.

10. The Escrow Agent shall forthwith prepare and deliver to the Developer and the County, a Closing Statement, setting forth all costs and expenses to be paid by each of the Parties and a standard owner's affidavit for execution by each of the parties, and any and all other documents reasonably required by the Title Company to insure title to the respective properties (collectively, the "Closing Documents").

11. At such time as:

(a) The Escrow Agent has received the executed Closing Documents, and any costs to be paid by Developer pursuant to the Closing Statement, from Developer; and

(b) The Escrow Agent has received the executed County Deed, Closing Documents, and any costs to be paid by the County pursuant to the Closing Statement from the County.

(c) The Escrow Agent shall:

(i) record the Developer Deed and the County Deed;

(ii) disburse the Escrow Funds to the County; and

(iii) distribute the fully-executed Closing Documents to the appropriate Parties.

12. The Escrow Agent agrees and is authorized by acceptance of the Escrow Funds and the documents specified above to hold same in escrow and disburse same in accordance with the terms and conditions of this Agreement. In the event of doubt as to its duties or liabilities

under the provisions of this Agreement, the Escrow Agent may, in its sole discretion, continue to hold the Escrow Funds and documents until the Parties mutually agree to the disbursement thereof, or until a judgment of a court of competent jurisdiction shall determine the rights of the parties thereto, or Escrow Agent may deposit the Escrow Funds and documents with the Clerk of Circuit Court of Hernando County, Florida, and, upon notifying Parties of such deposit, all liability on the part of the Escrow Agent shall fully terminate, except to the extent of accounting for any Escrow Funds theretofore delivered out of escrow. In the event of any suit between the Parties wherein the Escrow Agent is made a party by virtue of acting as Escrow Agent hereunder, or in the event of any suit wherein Escrow Agent interpleads the Escrow Funds and documents, the Escrow Agent shall be entitled to recover reasonable costs, fees and expenses, including, but not limited to, witness fees, expert fees, consultant fees, attorney, paralegal and legal assistant fees, costs and expenses, and other professional fees, costs and expenses whether suit be brought or not, and whether in settlement, in any declaratory action, in mediation, arbitration, bankruptcy or administrative proceedings, or at trial or on appeal, said fees and costs to be charged and assessed as court costs in favor of the prevailing Party, and to be deducted from the Escrow Funds before delivery to the prevailing Party. Escrow Agent shall exercise ordinary care with respect to the custody and delivery of the Escrow Funds and documents and any other duties of Escrow Agent under this Agreement. Escrow Agent will not be liable for any act or omission that is undertaken in good faith and with ordinary care. Without limitation, Escrow Agent may assume, without verifications, the genuineness of any signatures on any writings that are regular on their face and may maintain the Escrow Funds in a federally insured, commingled trust account. Escrow Agent will not be liable for any act, omission or failure of the depository institution. No provision of this Agreement authorizes recovery of money damages, costs, expenses or attorneys' fees from or against Escrow Agent. Escrow Agent will have a reasonable period of time to comply with all further instructions received pursuant to this Agreement, which, in all events, shall not be less than five (5) business days. Escrow Agent shall not be responsible for the performance of any financial institution into which the Escrow Funds are deposited. The Parties agree that the status of Developer's counsel as Escrow Agent under this Agreement does not disqualify said counsel from representing Developer in connection with the underlying transaction and in any disputes that may arise between the Parties concerning the underlying transaction, including any dispute or controversy with respect to the Escrow Funds and/or documents. The Escrow Agent is executing this Agreement solely to indicate its intention to abide by the terms hereof.

13. Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and time the same are personally delivered, transmitted electronically (i.e., telecopier device), within three (3) days after depositing with the United States Postal Service, postage prepaid by registered or certified mail, return receipt requested, or within one (1) day after depositing with an overnight delivery service from which a receipt may be obtained, and addressed as follows:

To Developer:	Holland Spring Development Corporation 6068 Apopka – Vineland Road Suite 7 Orlando, Florida 32819 Attention: Johannes M. Schalekamp, President Telephone: (407) 345-8114 Telecopy: (407) 352-9747
Copy to:	Broad and Cassel 390 North Orange Avenue, Suite 1100 Orlando, Florida 32801 Attention: James E. Slater, P.A. Telephone: (407) 839-4227 Telecopy: (407) 650-0941
To County:	Hernando County Board of County Commissioners 20 N. Main Street Brooksville, Florida 34601 Attention: County Administrator Telephone: (352) 754-4002 Telecopy: (352) 754-4477
Copy to:	County Attorney 20 N. Main Street, Rm. 462 Brooksville, Florida 34601 Attention: Kent Weissinger, Esq. Telephone: (352) 754-4122 Telecopy: (352) 754-4001
To Escrow Agent:	Broad and Cassel 390 North Orange Avenue, Suite 1100 Orlando, Florida 32801 Attention: James E. Slater, P.A. Telephone: (407) 839-4227 Telecopy: (407) 650-0941

14. This Agreement constitutes the entire agreement among the parties with respect to the responsibilities of the Escrow Agent regarding the Escrow Funds, and it supersedes all prior understandings or agreements among the Parties.

15. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective devisees, personal representatives, successors and assigns.

16. The failure by any party to insist upon or enforce any of its rights shall not constitute a waiver thereof and nothing shall constitute a waiver of any party's right to insist upon strict compliance with the terms of this Agreement. Any party may waive the benefit of any provision or condition for its benefit which is contained herein. No oral modification of this

Agreement shall be binding upon the parties and any modification must be in writing and signed by the parties hereto.

17. This Agreement shall be governed by and construed under the laws of the State of Florida. Venue for any proceeding brought as a result of this Agreement shall be in Hernando County, Florida.

18. The paragraph headings set forth in this Agreement are for convenience of reference only and shall not be deemed to vary the content of this Agreement or limit the provisions or scope of any paragraph herein.

19. In the event of any dispute hereunder or of any action to interpret or enforce this Agreement, any provision hereof or any matter arising herefrom, each party to such dispute shall be responsible for its reasonable costs, fees and expenses, including, but not limited to, witness fees, expert fees, consultant fees, attorney, paralegal and legal assistant fees, costs and expenses and other professional fees, costs and expenses whether suit be brought or not, and whether in settlement, in any declaratory action, in mediation, arbitration, bankruptcy or administrative proceeding, or at trial or on appeal, except as provided otherwise by specific provisions of this Agreement. The provisions of this paragraph shall survive termination of this Agreement.

20. Time is of the essence of this Agreement and of the covenants and provisions hereof. The effective date of this Agreement shall be the date upon which the last Party to sign has executed this Agreement.

21. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

22. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which collectively shall be deemed one and the same document.

[SIGNATURES WILL FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the dates set forth below.

Signed, sealed and delivered in the presence of the following witnesses:

"DEVELOPER"

HOLLAND SPRING DEVELOPMENT CORPORATION, a Florida corporation

James E. Slater
Name: JAMES E. SLATER

By: _____
Johannes M. Schalekamp, President

Audrey M. Irban
Name: Audrey M. Irban

Dated: 29 NOVEMBER 2006.

"COUNTY"

HERNANDO COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

SEAL
BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

Karen Nicolai
Name: Karen Nicolai

By: _____
Printed Name: Jeff Stabins
Title: Chairman

Tina Martinson
Name: TINA MARTINSON

Dated: 1/9/07

{SEAL}

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
By _____ 12/8/06
County Attorney's Office

ESCROW ACKNOWLEDGEMENT

Receipt of the Escrow Funds and the Developer Deed referred to above is hereby acknowledged this 29th day of November, 2006. The undersigned agrees to hold said Escrow Funds according to the terms of the foregoing Agreement.

"ESCROW AGENT"

BROAD AND CASSEL

By: _____
James E. Slater, P.A., Partner

EXHIBIT "A"

DEVELOPER DEED

OFFICIAL RECORDS
B 2388 PG: 772

Prepared By and Return To:
James E. Slater, P.A.
Broad and Cassel
Bank of America Center
P.O. Box 4961
Orlando, Florida 32802-4961

For Recording Purposes Only

SPECIAL WARRANTY DEED

THIS INDENTURE, made and executed this 29th day of November, 2006, by HOLLAND SPRING DEVELOPMENT CORPORATION, a Florida corporation, whose address is 6068 Apopka-Vineland Road, Suite 7, Orlando, Florida 32819 (hereinafter referred to as "Grantor"), to and in favor of HERNANDO COUNTY, a political subdivision of the state of Florida, whose post office address is 20 North Main Street, Brooksville, FL 34601 (hereinafter referred to as "Grantee").

W I T N E S S E T H:

THAT the Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate in Hernando County, Florida, to wit:

AS PER EXHIBIT "A" ATTACHED HERETO
AND MADE A PART HEREOF BY THIS REFERENCE

PARCEL IDENTIFICATION NUMBER: Portion of R14-423-18-0000-0010-0010, R14-223-18-2587-0000-0081, R14-223-18-2587-0000-0091 and R14-223-18-2587-0000-0101.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in Fee Simple forever.

AND the Grantor hereby covenants with said Grantee that Grantor will warrant and defend the property hereby conveyed against the lawful claims and demands of all persons claiming by, through, or under Grantor, but against none other, and that the property is free from all encumbrances except taxes accruing subsequent to December 31, 2005, and covenants, easements, reservations, and restrictions and other matters of record, if any, provided that this reference shall not serve to reimpose same.

OFFICIAL RECORDS
BK 2388 PG: 773

For Recording Purposes Only

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered
in the presence of:

James E. Slater
Print Name: JAMES E. SLATER

Audrey M. Irban
Print Name: Audrey M. Irban

GRANTOR:
HOLLAND SPRING DEVELOPMENT CORPORATION, a Florida corporation

Johannes M. Schalekamp, President

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing SPECIAL WARRANTY DEED was acknowledged before me this 29th day of November, 2006, by Johannes M. Schalekamp, as President of Holland Spring Development Corporation, a Florida corporation, on behalf of the corporation. He is personally known to me ~~or has produced _____ as identification.~~

Audrey M. Irban
Print Name: Audrey M. Irban
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____

AUDREY M. IRBAN
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # DD576075
EXPIRES 8/16/2010
BONDED THRU 1-888-NOTARY1

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL A:

The West 60.00 feet of that certain parcel of land described in Official Records Book 378, Pages 491 and 492, Public Records of Hernando County, Florida, all lying and being a part of the North 1/2 of the Southeast 1/4 of Section 14, Township 23 South, Range 18 East, Hernando County, Florida, and being more particularly described as follows:

Commence at the Southwest corner of said certain parcel of land, same being the Southwest corner of the North 1/2 of the Southeast 1/4 of said Section 14; thence N00°05'36"E, along the West boundary of said North `/2, 197.78 feet to the South right-of-way line of Spring Hill Drive; thence S89°46'38"E, along said right-of-way line, 60.00 feet;; thence S00°05'36"W, parallel with the West boundary of said North 1/2, 197.77 feet to the South boundary of said North 1/2; thence N89°47'20"W, along said South Boundary, 60.00 feet to the POINT OF BEGINNING.

AND

PARCEL B:

A PARCEL OF LAND LYING IN AND BEING A PART OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 23 SOUTH, RANGE 18 EAST AND ALSO BEING A PORTION OF HOLLAND SPRING COMMERCE PARK, AS RECORDED IN PLAT BOOK 19, PAGES 97 AND 98, PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHEAST CORNER OF LOT 10 OF SAID HOLLAND SPRING COMMERCE PARK; THENCE S 00°05'36" W, ALONG THE EAST BOUNDARY OF SAID HOLLAND SPRING COMMERCE PARK AND THE EAST BOUNDARY OF SAID SOUTHWEST 1/4, 1012.85 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 755.00 FEET, A DELTA OF 20°58'08", A CHORD BEARING OF N 10°23'28" W, AND A CHORD OF 274.77 FEET; THENCE, ALONG THE ARC OF SAID CURVE, 276.31 FEET TO THE POINT OF TANGENCY; THENCE N 00°05'36" E 742.77 FEET TO THE NORTH BOUNDARY OF SAID LOT 10 AND THE SOUTH RIGHT-OF-WAY LINE OF SPRING HILL DRIVE, THENCE S 89°46'38" E, ALONG SAID RIGHT-OF-WAY LINE, 50.00 FEET TO THE POINT OF BEGINNING.

RESOLUTION NO.: 2007-127

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY AMENDING THE BUDGET TO REFLECT INCREASED FUNDS OR REVENUES NOT ANTICIPATED IN THE 2007 BUDGET, PURSUANT TO §129.06 OF THE FLORIDA STATUTES, APPROPRIATING AND EXPENDING INCREASED FUNDS AS PROVIDED BY THE AMENDED BUDGET; AND ADDING INCREASED AND UNANTICIPATED REVENUES TO THE PROPER FUND OF THE BUDGET.

WHEREAS, Hernando County is in receipt of funds not anticipated when the budget for the 2007 Fiscal Year was adopted; and,

WHEREAS, pursuant to §129.06 of the Florida Statutes, the budget for Fiscal Year 2007 must be amended to account for these unanticipated increased revenues; and,

WHEREAS, the total 2007 Fiscal Year Adopted Budget will be adjusted in the amount set forth below and the total estimated receipts, including balances brought forward, shall equal the total of the appropriations and reserves.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY, FLORIDA, AS FOLLOWS:

REVENUES

Account Number	Account Name	Present Budget	Increase/ Decrease	Amended Budget
4311-34392-3840068	LOAN PROCEEDS - AP RD IMPRV	0.00	799,065.00	$799,065.00
				$0.00
				$0.00
				$0.00
	TOTAL	$0.00	$799,065.00	$799,065.00

APPROPRIATION

Account Number	Account Name	Present Budget	Increase/ Decrease	Amended Budget
				$0.00
				$0.00
				0.00
4311-34392-5626589	CIP-AIRPORT ROAD/RAIL	$1,369,068.91	$799,065.00	2,168,133.91
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
	TOTAL	$1,369,068.91	$799,065.00	$2,168,133.91

ADOPTED this 24th day of April, 2007.

BY: _____ 4/17/07
County Attorney's Office
(Approved as to Form and Legal Sufficiency)

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

Attest: _____
KAREN NICOLAI
Clerk

By: _____
Jeff Stabins
Chairman

For Clerk's use only
Fund Number: Dept. Number: Div. No.: Verified by: Date:
Approved by: Date: 4/24/07 R2007

Revised 9/28/05

RESOLUTION NO.: 2007-128

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY AMENDING THE BUDGET TO REFLECT INCREASED FUNDS OR REVENUES NOT ANTICIPATED IN THE 2007 BUDGET, PURSUANT TO §129.06 OF THE FLORIDA STATUTES, APPROPRIATING AND EXPENDING INCREASED FUNDS AS PROVIDED BY THE AMENDED BUDGET; AND ADDING INCREASED AND UNANTICIPATED REVENUES TO THE PROPER FUND OF THE BUDGET.

WHEREAS, Hernando County is in receipt of funds not anticipated when the budget for the 2007 Fiscal Year was adopted; and,

WHEREAS, pursuant to §129.06 of the Florida Statutes, the budget for Fiscal Year 2007 must be amended to account for these unanticipated increased revenues; and,

WHEREAS, the total 2007 Fiscal Year Adopted Budget will be adjusted in the amount set forth below and the total estimated receipts, including balances brought forward, shall equal the total of the appropriations and reserves.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY, FLORIDA, AS FOLLOWS:

REVENUES

Account Number	Account Name	Present Budget	Increase/ Decrease	Amended Budget
4311-07411-3840069	LOAN PROCEEDS - AP ENTR RD	$0.00	$235,935.00	235,935.00
4311-07411-3898392	CAPITAL CONTRIBUTION-BROAD & CASSEL	$0.00	$350,000.00	350,000.00
				0.00
				0.00
				0.00
				0.00
	TOTAL	$0.00	$585,935.00	$585,935.00

APPROPRIATION

Account Number	Account Name	Present Budget	Increase/ Decrease	Amended Budget
4311-07411-5666514	CIP - AIRPORT ENTRANCE RD	$137,033	$585,935.00	722,968.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
	TOTAL	$137,033.00	$585,935.00	$722,968.00

ADOPTED this 24th day of April, 2007.

BY: KW 4/17/07
County Attorney's Office
(Approved as to Form and Legal Sufficiency)

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

Attest: SEAL
KAREN NICOLAI
Clerk

By:
Jeff Stabins
Chairman

Budget use only: Verified by: Date:
Fund Number: Dept. Number: Div. No.: Approved by: Date: 4/24/07 R2007-

Revised 9/28/05

BOARD OF COUNTY COMMISSIONERS

HERNANDO COUNTY, FLORIDA

CONSTRUCTION AGREEMENT

AGREEMENT

made as of the ***TWENTY-FOURTH*** day of ***APRIL*** in the year of ***2007***

BETWEEN the Owner: **Board of County Commissioners, Hernando County, Florida**

and the Contractor: **Goodwin Brothers Construction, Inc.**
P. O. Box 1689
Brooksville, FL 34605

Check Appropriate Line

___ Individual
___ Partnership
_X_ Incorporated in the State of FL

CONTRACT FOR: The Contractor shall perform all the Work required by the Contract documents for the **AIRPORT ROADWAY IMPROVEMENTS** project, in full accordance with the project drawings and as elaborated in the specifications.

LOCATION: HERNANDO COUNTY AIRPORT
Hernando County, Florida

CONSTRUCTION AGREEMENT

AMOUNT OF CONTRACT:

The Owner shall pay the Contractor in current funds for the performance of the Work, subject to additions and deductions by Change Order as provided in the Contract Documents, the Contract Sum of: ***TWO MILLION, EIGHT HUNDRED FORTY-SEVEN THOUSAND, FOUR HUNDRED THIRTY-FOUR DOLLARS AND SEVENTY-SIX CENTS ($2,847,434.76).***

ADMINISTRATIVE DATA:

a. PROGRESS PAYMENTS:

Based upon Application for Payment submitted to the Construction Administrator (Professional) by the Contractor and Certificates for Payment issued by the Construction Administrator (Professional), the Owner shall make progress payments on account of the Contract Sum to the Contractor as provide in the Contract Documents as follows:

Not later than the time periods established by applicable provisions of the Florida Prompt Payment Act, Part VII, Ch. 218, F.S., ninety percent (90%) of the portion of the Contract Sum properly allocable to labor, materials and equipment incorporated in the Work and ninety percent (90%) of the portion of the portion of the Contract sum properly allocable to materials and equipment suitably stored at the site or at some other location agreed upon in writing, for the period covered by the Application for Payment, less the aggregate of previous payments made by the Owner.

Upon completion of fifty percent (50%) of the project, so defined as expenditure of fifty percent (50%) of the total cost of the project, not later than the time periods established by applicable provisions of the Florida Prompt Payment Act, Part VII, Ch. 218, F.S., ninety five percent (95%) of the portion of the Contract Sum properly allocable to labor, materials and equipment incorporated in the Work and ninety-five percent (95%) of the portion of the portion of the Contract sum properly allocable to materials and equipment suitably stored at the site or at some other location agreed upon in writing, for the period covered by the Application for Payment, less the aggregate of previous payments made by the Owner.

Upon Final Completion of the fifty percent (50%) of the Work, the CONTRACTOR may make application for payment of up to fifty percent (50%) of all retainage amount held by the COUNTY, and the COUNTY shall make payment of said amounts under the provisions the Florida Prompt Payment Act, Part VII, Ch. 218, F.S. unless the COUNTY has grounds for withholding said payment.

Upon Final Completion of the entire Work, a sum sufficient to increase the total payments to one hundred percent (100%) of the Contract Sum, less such amounts as the Owner shall determine for all incomplete Work and unsettled claims as provided in the Contract Documents.

CONTRACT DOCUMENTS:

This Contract entered into this date by the Board of County Commissioners, hereinafter called the Owner, represented by the Chairman executing this Contract and the individual, partnership or corporation named above, hereinafter called the Contractor. Witnesseth that the parties hereto do mutually agree as follows:

The Contractor shall furnish all labor, equipment and materials and perform the work above described for the amount stated above in strict accordance with the General Conditions, Supplementary Conditions, Plans, Specifications, and other Contract Documents, all of which are made a part hereof and designated as follows:

1. Solicitation Package No. 07-043, including Project Specifications, Advertisement of Bid, Instructions to Bidders, General Conditions, Supplemental Conditions and Plans;

2. Addendum No. 1 dated March 9, 2007;

3. Goodwin Brothers Construction, Inc.'s Bid Proposal dated March 19, 2007;

4. Performance and Payment Bond; and

5. Insurance Certification as Provided for in the Contract Documents.

6. All Supplementary Drawings issued after award of the Contract.

7. All provisions required by law to be inserted in this Contract, whether actually inserted or not.

TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION:

a. Work to be started upon date of Official Notice to Proceed.

b. Substantial completion shall be achieved not later than

TWO HUNDRED TEN (210) consecutive calendar days from date of Official Notice to Proceed.

c. Final completion shall be achieved not later than

THIRTY (30) consecutive calendar days from date of Substantial Completion.

CONSTRUCTION AGREEMENT

MISCELLANEOUS:

a. Final Payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the COUNTY to the Contractor when the Work has been completed, the Contract fully performed, and a final Certificate for Payment has been issued by the Construction Administrator (Professional).

b. Terms used in this Agreement, which are defined in the Conditions of the Contract, shall have the meanings designated in those conditions.

c. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding to another party hereto without written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the Contract in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

d. Owner and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

BOARD OF COUNTY COMMISSIONERS HERNANDO COUNTY, FLORIDA SEAL

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

Attest _____ **By** _____

KAREN NICOLAI, CLERK **JEFF STABINS, CHAIRMAN**

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY _____ ICW 5/8/07
County Attorney's Office

GOODWIN BROTHERS CONSTRUCTION , INC.

Witness _____ **By** _____
Signature

Daniel Goodwin, Vice President
Printed Name and Title

MEMORANDUM

TO: The Honorable Chairperson and Members of the Hernando County Board of County Commissioners

THRU: Gary W. Kuhl, County Administrator

George Zoettlein, Budget Director
Office of Management & Budget Department

Kent Weissinger, Senior Assistant County Attorney
County Attorney Office

David W. Horne, Assistant Utilities Director

Brooks Ahrens, Finance Coordinator

FROM: Alisa Pike, Assessment Specialist
Solid Waste & Recycling Division

DATE: April 11, 2007

RE: Interim Disposal Special Assessment Liens to be Filed

BRIEF OVERVIEW: The attached lien notice form is for an improved property that has not paid the interim disposal assessment due by ordinance after three consecutive monthly invoices were mailed and a certified letter was sent to the homeowner. Hernando County Code provides that each unpaid assessment is a lien on the benefited property. Recording the Notice of Lien will assist in collection of assessments, either now or at such time as the property is sold. Interim Disposal Special Assessment Liens bear interest at a rate of ten percent (10%) per annum from date of certification until paid in full.

1) Gertrude F. Mahoney – 18061 Macassar Rd – Key#676637

BUDGET IMPACT: Collection of the above lien will be collected, with interest, over time. The monies for the recording fees are available in Fund 4411 Line Item 07601 5304923 (Filing Fees).

LEGAL AUTHORITY: The Board of County Commissioners is authorized to proceed in accordance with Section 14.64.26, Hernando County Code of Ordinances and with Chapter 125.01, Florida Statutes.

RECOMMENDATION: The Board approves the attached Interim Disposal Special Assessment Liens and authorizes the Chairman's signature, recording of Notices and payment of recording fees. The Solid Waste & Recycling Division will be responsible for filing and recording the signed lien documents with the Clerk of Circuit Court.

CONSENT AGENDA ITEM 8.

INTERIM DISPOSAL
SPECIAL ASSESSMENT LIEN

-For Recording Use Only Above Line-

This Interim Disposal Special Assessment Lien is hereby created, established and levied as provided by ordinance, and this Notice effective as of the date set forth below, having been brought before and acted upon by the Board of County Commissioners of Hernando County, a political subdivision of the State of Florida ("County"), whose address is 20 N. Main Street, Brooksville, FL 34601, pursuant to the Hernando County Code of Ordinances, Chapter 14, Sec. 14-64.26, and Chapter 125, Florida Statutes:

WHEREAS, County has determined that an Interim Disposal Special Assessment in the amount of $240.63, as provided for by Hernando County Code, assessed against the subject property legally described below has not been paid as required by said Code; and,

WHEREAS, Hernando County Code Sec. 14-64.26 provides for the creation, establishment and levy of a lien in the amount of such assessment against the property specially benefitted, and the subject property described herein has been determined as having been specially benefitted.

NOW THEREFORE, IT IS HEREBY ORDERED, upon this matter coming before the Hernando County Board of County Commissioners and in consideration of the special benefit to the subject property described herein, there is hereby created, established and levied by operation of law, running from the thirty-first (31st) day from the date set forth below, a lien upon the following described real property situated and lying in Hernando County, Florida, to wit:

18061 MACASSAR ROAD, KEY#00676637
ROYAL HIGHLANDS UNIT 1B
BLK 94 LOT 19, HERNANDO COUNTY

Owner's name: GERTRUDE F. MAHONEY
Mailing address: 217 CYPRESS CT
OLDSMAR FL 34677-2121

Said lien may be foreclosed by County pursuant to Hernando County Code and in accordance with the procedure set forth in general law, or may be enforced in any other manner allowed by law.

Said lien may bear interest at the statutory rate from the date hereof until paid in full.

IN WITNESS WHEREOF, Hernando County has set its hand and seal this___ day of _____, 2007.

HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS

_____
Jeff Stabins, Chairperson

ATTEST:

_____
Karen Nicolai, Clerk of the Circuit Court

Approved for Form and Legal Sufficiency:

By: _____ KW 4/16/07
County Attorney's Office

COUNTY OF HERNANDO
STATE OF FLORIDA

The foregoing instrument was acknowledged before me this ____ day of _____, 2007, by Jeff Stabins, Chairperson of the Hernando County Board of County Commissioners, who is personally known to me or who has produced _____ as identification.

_____
(Signature of person taking acknowledgment)

_____
Name typed, printed or stamped)

_____
(Title or rank) (Serial number, if any)

STATE OF FLORIDA

Prepared By & Return To: Hernando County Utilities Dept., Solid Waste & Recycling Division, 14450 Landfill Road, Brooksville, FL 34614

3/29/07

To Whom it may concern,

Please fine copy of my Mothers certified death certificate.
Unfortunately there is no estate to take care of her outstanding debit.

Sincerely,
Kevin Mahoney

$150.63 /A=15452 18061 Macassar Rd

Key # 676637

STATE OF FLORIDA

OFFICE of VITAL STATISTICS

CERTIFIED COPY

FLORIDA CERTIFICATE OF DEATH

LOCAL FILE NO.

1. DECEDENT'S NAME (First, Middle, Last, Suffix): GERTRUDE F. MAHONEY — 2. SEX: Female

3. DATE OF BIRTH (Month, Day, Year): July 7, 1921 — 4a. AGE-Last Birthday (Years): 85 — 4b. UNDER 1 YEAR: Months / Days — 4c. UNDER 1 DAY: Hours / Minutes — 5. DATE OF DEATH (Month, Day, Year): January 10, 2007

6. SOCIAL SECURITY NUMBER: [redacted] — 7. BIRTHPLACE (City and State or Foreign Country): Bronx, New York — 8. COUNTY OF DEATH: Pinellas

9. PLACE OF DEATH (Check only one): HOSPITAL: ___ Inpatient ___ Emergency Room/Outpatient ___ Dead on Arrival; NON-HOSPITAL: X Hospice Facility ___ Nursing Home/Long Term Care Facility ___ Decedent's Home ___ Other (Specify)

10. FACILITY NAME (If not institution, give street address): Hospice House Woodside — 11a. CITY, TOWN, OR LOCATION OF DEATH: Pinellas Park — 11b. INSIDE CITY LIMITS?: X Yes ___ No

12. MARITAL STATUS (Specify): ___ Married ___ Married, but Separated X Widowed ___ Divorced ___ Never Married — 13. SURVIVING SPOUSE'S NAME (If wife, give maiden name):

14a. RESIDENCE - STATE: Florida — 14b. COUNTY: Pinellas — 14c. CITY, TOWN, OR LOCATION: Oldsmar

14d. STREET ADDRESS: 217 Cypress Ct. — 14e. APT. NO. — 14f. ZIP CODE: 34677 — 14g. INSIDE CITY LIMITS?: ___ Yes X No

15a. DECEDENT'S USUAL OCCUPATION (Indicate type of work done during most of working life.) Do not use "Retired": Homemaker — 15b. KIND OF BUSINESS/INDUSTRY: Own Home

16. DECEDENT'S RACE (Specify the race/races to indicate what decedent considered himself/herself to be. More than one race may be specified.): X White ___ Black or African American ___ American Indian or Alaskan Native (Specify tribe) ___ Asian Indian ___ Chinese ___ Filipino ___ Japanese ___ Korean ___ Vietnamese ___ Other Asian (Specify) ___ Native Hawaiian ___ Guamanian or Chamorro ___ Samoan ___ Other Pacific Isl. (Specify) ___ Other (Specify)

17. DECEDENT OF HISPANIC OR HAITIAN ORIGIN? (Specify if decedent was of Hispanic or Haitian Origin.) ___ Yes (If Yes, specify) X No ___ Mexican ___ Puerto Rican ___ Cuban ___ Central/South American ___ Other Hispanic (Specify) ___ Haitian

18. DECEDENT'S EDUCATION (Specify the decedent's highest degree or level of school completed at time of death.): ___ 8th or less ___ High school but no diploma X High school diploma or GED ___ College but no degree ___ College degree (Specify): ___ Associate ___ Bachelor's ___ Master's ___ Doctorate

19. WAS DECEDENT EVER IN U.S. ARMED FORCES?: ___ Yes X No

20. FATHER'S NAME (First, Middle, Last, Suffix): Frederick Gipp — 21. MOTHER'S NAME (First, Middle, Maiden Surname): Gertrude Ward

22a. INFORMANT'S NAME: Gertrude F. Mahoney(Pre-Arranged) — 22b. RELATIONSHIP TO DECEDENT: Self — 23a. INFORMANT'S MAILING - STATE: Florida

23b. CITY OR TOWN: Oldsmar — 23c. STREET ADDRESS: 217 Cypress Ct. — 23d. ZIP CODE: 34677

24. PLACE OF DISPOSITION (Name of cemetery, crematory, or other place): PALM STATE CREMATORY — 25a. LOCATION - STATE: FLORIDA — 25b. LOCATION - CITY OR TOWN: CLEARWATER

26a. METHOD OF DISPOSITION: ___ Burial ___ Entombment X Cremation ___ Donation ___ Removal from State ___ Other (Specify)

26b. IF CREMATION, DONATION OR BURIAL AT SEA, WAS MEDICAL EXAMINER APPROVAL GRANTED?: X Yes ___ No — 27a. LICENSE NUMBER (of Licensee): FE2863 — 27b. SIGNATURE OF FUNERAL SERVICE LICENSEE OR PERSON ACTING AS SUCH: [signature]

28. NAME OF FUNERAL FACILITY: ABBEY AFFORDABLE CREMATION & FUNERAL SERVICES, INC. — 28a. FACILITY'S MAILING - STATE: FLORIDA

29b. CITY OR TOWN: LARGO — 29a. STREET ADDRESS: 12541 ULMERTON ROAD — 29d. ZIP CODE: 33774

30. CERTIFIER: X Certifying Physician - To the best of my knowledge, death occurred at the time, date and place, and due to the cause(s) and manner stated. ___ Medical Examiner - On the basis of examination, and/or investigation, in my opinion, death occurred at the time, date and place, due to the cause(s) and manner stated. (Check one)

31a. (Signature and Title of Certifier): [signature] — 31b. DATE SIGNED (mm/dd/yyyy): 1/11/07 — 32. TIME OF DEATH (24 hr.): 1300 — 33. MEDICAL EXAMINER'S CASE NUMBER

34a. LICENSE NUMBER (of Certifier): ME78697 — 34b. CERTIFIER'S NAME: Theresa Buck, M.D. — 35. NAME OF ATTENDING PHYSICIAN (If other than Certifier)

36a. CERTIFIER'S - STATE: Florida — 36b. CITY OR TOWN: Pinellas Park — 36c. STREET ADDRESS: 6770 102nd Avenue North — 36d. ZIP CODE: 33782

37. SUBREGISTRAR - Signature and Date: — 38a. LOCAL REGISTRAR - Signature: Melanie Quail — 38b. DATE FILED BY REGISTRAR (Mo., Day, Yr.): Jan. 16, 2007

39. PROBABLE MANNER OF DEATH: X Natural — The following are under the jurisdiction of the medical examiner: ___ Accident ___ Suicide ___ Homicide ___ Pending Investigation ___ Undetermined

40. REPORTED TO MEDICAL EXAMINER DUE TO CAUSE OF DEATH?: ___ Yes X No

41. CAUSE OF DEATH - PART I. (See instructions on back) IMMEDIATE CAUSE (Final disease or condition resulting in death): Enter the chain of events - diseases, injuries, or complications - that directly caused the death. Enter only one cause on a line. DO NOT enter terminal event such as cardiac arrest, respiratory arrest, or ventricular fibrillation without showing the etiology. Approximate Interval: Onset to Death

a. [redacted]
b. [redacted]
c. [redacted]
d.

Sequentially list conditions, if any, leading to the cause listed on line a. Enter the UNDERLYING CAUSE (disease or injury that initiated the events resulting in death) LAST

PART II. Other significant conditions contributing to death but not resulting in the underlying cause given in PART I.

42a. WAS AN AUTOPSY PERFORMED?: ___ Yes X No — 42b. WERE AUTOPSY FINDINGS AVAILABLE TO COMPLETE THE CAUSE OF DEATH?: ___ Yes ___ No

43a. IF SURGERY MENTIONED IN PART I OR II, ENTER REASON FOR SURGERY — 43b. DATE OF SURGERY (Mo., Day, Yr.) — 44. DID TOBACCO USE CONTRIBUTE TO DEATH?: ___ Yes ___ No ___ Probably ___ Unknown

45. IF FEMALE, WAS SHE PREGNANT WITHIN THE PAST YEAR: ___ Yes X No ___ Unknown — If Yes, specify timeframe: ___ at time of death ___ within 1 to 42 days of death ___ within 43 days to 1 year of death

46. DATE OF INJURY (Month, Day, Year) — 47. TIME OF INJURY (24 hr.) — 48. INJURY AT WORK?: ___ Yes ___ No — 48a. LOCATION OF INJURY - STATE

48b. CITY OR TOWN — 48c. STREET ADDRESS — 48d. APT. NO. — 48e. ZIP CODE

50. DESCRIBE HOW INJURY OCCURRED — 51. PLACE OF INJURY (e.g. Decedent's home, construction site, restaurant, wooded area)

IF TRANSPORTATION INJURY, 52a. Status of Decedent: ___ Driver/Operator ___ Passenger ___ Pedestrian ___ Other (Specify)

52b. Type of Vehicle: ___ Car/Minivan ___ S.U.V. ___ Motorcycle ___ Pickup Truck/Cargo Van ___ Bus ___ Heavy Transport ___ Other (Specify)

VOID IF ALTERED OR ERASED

VOID IF ALTERED OR ERASED

Barbara M. Garner

Chief Deputy Registrar, Pinellas County

Issued: January 17, 2007

FLORIDA DEPARTMENT OF HEALTH

WARNING: THIS DOCUMENT IS PRINTED OR PHOTOCOPIED ON SECURITY PAPER WITH A WATERMARK OF THE GREAT SEAL OF THE STATE OF FLORIDA. DO NOT ACCEPT WITHOUT VERIFYING THE PRESENCE OF THE WATERMARK. THE DOCUMENT FACE CONTAINS A MULTI-COLORED BACKGROUND AND GOLD EMBOSSED SEAL. THE BACK CONTAINS SPECIAL LINES WITH TEXT AND SEALS IN THERMOCHROMIC INK.

DH FORM 1947 (08/04)

33152383

CERTIFICATION OF VITAL RECORD

33152383

CONSENT AGENDA ITEM

TO: HONORABLE CHAIRMAN AND MEMBERS OF THE BOARD OF COUNTY COMMISSIONERS

VIA: GARY KUHL, COUNTY ADMINISTRATOR

FROM: FRANK McDOWELL III, CODE ENFORCEMENT DIRECTOR

DATE: APRIL 10, 2007

SUBJECT: REDUCTION OF PUBLIC NUISANCE ABATEMENT SPECIAL ASSESSMENT LIEN, KEY #1330296, FERNLEAF DRIVE

Brief Overview: Code Enforcement received a request to reduce the payoff of an outstanding public nuisance abatement special assessment lien on property identified as: Key #1330296. The public nuisance abatement special assessment lien filed against this property has a pay-off of $443.33 as of April 1, 2007.

Mr. Alex Reece, of Madison Avenue of Gainesville, remitted payment in the amount of $380.00 and stated that the property will be kept properly maintained and in compliance of Hernando County Code. This remittance reflects the total amount due with a reduction of interest in the amount of $63.33.

Settlement appears to be in the best interest of Hernando County, as actual costs incurred (administration fees, nuisance surcharge, inspection fees and mowing costs) would be recovered. Code Enforcement recommends that the Board accept payment for the public nuisance abatement special assessment lien in the amount of $380.00.

Budget Impact: Additional revenue deposited to general fund.

Legal Note: The Board is authorized to proceed in accordance with Chapter 125, Florida Statutes.

Staff Recommendation: The Board approve the reduction of interest on the public nuisance abatement special assessment lien and accept payment of $380.00; and authorize the Chairperson's signature on the release of lien.

ADMINISTRATIVE NOTE:
____ **Reviewed**
____ **See attached**

CONSENT AGENDA ITEM 9.

RELEASE OF LIEN

-For Recording Use Only Above Line-

WITNESSETH that the lien in the sum of $380.00 filed by the HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS dated the 16th day of August, 2005 and recorded in Official Record Book 2106 Page 1514, of the public records of Hernando County, Florida, against the following described real property.

Fernleaf Drive, Key #1330296
Hernando Beach Unit 14. Blk 132, Lot 2, Hernando County, Florida

Owner's name: Madisons Avenue of Gainesville Inc.
Mailing address: 6921 NW 22nd Street, Gainesville, FL 32653

has been waived in full, and the Hernando County Board of County Commissioners hereby releases its lien as to the whole of the above described real property, and consents that the same be discharged of record.

HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS

_____
Jeff Stabins, Chairman

ATTEST:

_____
Karen Nicolai, Clerk of the Circuit Court

Approved for Form and Legal Sufficiency:

By: Erica D. Moore
County Attorney's Office

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me this ____ day of _____, 2007, by Jeff Stabins, Chairman of the Hernando County Board of County Commissioners, who is personally known to me or who has produced _____ as identification.

_____
(Signature of person taking acknowledgment)

_____
(Name typed, printed or stamped)

_____
(Title or rank) (Serial number, if any)

Prepared By & Return To: Hernando County Code Enforcement, 20 N. Main Street, Room 164, Booksville, FL 34601

OFFICIAL RECORDS
BK 2106 PG: 1514

Doc# 2005083278
Hernando County, Florida
09/22/2005 9:04AM
KAREN NICOLAI, Clerk

1/2

(b)

PUBLIC NUISANCE ABATEMENT SPECIAL ASSESSMENT LIEN

-For Recording Use Only Above Line-

This Public Nuisance Abatement Special Assessment Lien is hereby created, established and levied as of the thirty-first (31st) day following the date set forth below, having been brought before and acted upon by the Board of County Commissioners of Hernando County, a political subdivision of the State of Florida ("County"), whose address is 20 N. Main Street, Brooksville, FL 34601, pursuant to the Hernando County Code of Ordinances, Chapter 15, Article V, Sec. 15-161 thru 15-168, and Chapters 125 and 162, Florida Statutes:

WHEREAS, County has determined that a public nuisance, as defined by Hernando County Code Sec.15-163, existed on the subject property legally described below; and,

WHEREAS, County has caused said public nuisance to be abated at County direction at a cost of $380.00.

WHEREAS, Hernando County Code Sec. 15-166 provides for the creation, establishment and levy of a lien in the amount of such expenditure against the property specially benefitted, and the subject property described herein has been determined as having been specially benefitted.

NOW THEREFORE, IT IS HEREBY ORDERED, upon this matter coming before the Hernando County Board of County Commissioners and in consideration of the expenditures by County from its governmental funds heretofore made to specially benefit the subject property described herein, there is hereby created, established and levied by operation of law, running from the thirty-first (31st) day from the date set forth below, a lien upon the following described real property situated and lying in Hernando County, Florida, to wit:

Fernleaf Drive, Key #1330296
Hernando Beach Unit 14, Blk 132, Lot 2, Hernando County, Florida

Owner's name: Madisons Avenue of Gainesville Inc.
Mailing address: 6921 NW 22nd Street, Gainesville, FL 32653

Said lien may be foreclosed by County pursuant to Hernando County Code Sec. 15-166 and in accordance with the procedure set forth in general law, or may be enforced in any other manner allowed by law.

Said lien shall bear interest at the rate of ten percent (10%) per annum from the date hereof until paid in full.

***IN WITNESS WHEREOF**, Hernando County has set its hand and seal this* 16 *day of* August, 2005.

HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS

Robert C. Schenck, Chairman

ATTEST: Karen Nicolai

Karen Nicolai, Clerk of the Circuit Court

Approved for Form and Legal Sufficiency:

By: _____
County Attorney's Office 8-5-05

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me this 17 day of August, 2005, by Robert C. Schenck, Chairman of the Hernando County Board of County Commissioners, who is personally known to me or who has produced _____ as identification.

Alice M Gura
(Signature of person taking acknowledgment)

(Name typed, printed or stamped)

(Title or rank) (Serial number, if any)

ALICE M. GURA
NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES
October 24, 2009
#DD 444272
Bonded thru Public Underwriters

R *Prepared By & Return To:* Hernando County Code Enforcement, 20 N. Main Street, Room 164, Brooksville, FL 34601

HERNANDO COUNTY CODE ENFORCEMENT
20 N. MAIN STREET, ROOM 161
BROOKSVILLE, FL 34602
PHONE (352) 754-4056

R E C E I P T

KEY: 01330296
LOC: 00000
OWNER: MADISONS AVENUE OF GAINESVILLE

PARCEL: R13 223 16 2390 1320 0020
LEGAL: HERNANDO BEACH UNIT 14
BLK 132 LOT 2
ORB 1301 PG 697
ORB 1325 PG 329

DESCRIPTION	AMOUNT
LIEN AMOUNT	370.00
RECORDING FEE	10.00

TOTAL CHARGE: 380.00 PAYMENT TYPE: FULL
RCPT# 25000128 CASH: CHECK: $380.00
DATE: 04/02/07 PAID BY: MADISONS AVENUE OF GAINESVILLE

CONSENT AGENDA ITEM

TO: HONORABLE CHAIRMAN AND MEMBERS OF THE BOARD OF COUNTY COMMISSIONERS

VIA: GARY KUHL, COUNTY ADMINISTRATOR

FROM: FRANK McDOWELL III, CODE ENFORCEMENT DIRECTOR

DATE: APRIL 10, 2007

SUBJECT: REDUCTION OF PUBLIC NUISANCE ABATEMENT SPECIAL ASSESSMENT LIEN, KEY #1330296, FERNLEAF DRIVE

Brief Overview: Code Enforcement received a request to reduce the payoff of an outstanding public nuisance abatement special assessment lien on property identified as: Key #1330296. The public nuisance abatement special assessment lien filed against this property has a pay-off of $443.33 as of April 1, 2007.

Mr. Alex Reece, of Madison Avenue of Gainesville, remitted payment in the amount of $380.00 and stated that the property will be kept properly maintained and in compliance of Hernando County Code. This remittance reflects the total amount due with a reduction of interest in the amount of $63.33.

Settlement appears to be in the best interest of Hernando County, as actual costs incurred (administration fees, nuisance surcharge, inspection fees and mowing costs) would be recovered. Code Enforcement recommends that the Board accept payment for the public nuisance abatement special assessment lien in the amount of $380.00.

Budget Impact: Additional revenue deposited to general fund.

Legal Note: The Board is authorized to proceed in accordance with Chapter 125, Florida Statutes.

Staff Recommendation: The Board approve the reduction of interest on the public nuisance abatement special assessment lien and accept payment of $380.00; and authorize the Chairperson's signature on the release of lien.

ADMINISTRATIVE NOTE:
___ **Reviewed**
___ **See attached**

"MINUTES OF"

APR 24 2007

CONSENT AGENDA ITEM 9.

RELEASE OF LIEN

-For Recording Use Only Above Line-

WITNESSETH that the lien in the sum of $380.00 filed by the HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS dated the 16th day of August, 2005 and recorded in Official Record Book 2106 Page 1514, of the public records of Hernando County, Florida, against the following described real property.

Fernleaf Drive, Key #1330296
Hernando Beach Unit 14. Blk 132, Lot 2, Hernando County, Florida

Owner's name: Madisons Avenue of Gainesville Inc.
Mailing address: 6921 NW 22nd Street, Gainesville, FL 32653

has been waived in full, and the Hernando County Board of County Commissioners hereby releases its lien as to the whole of the above described real property, and consents that the same be discharged of record.

HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS

Jeff Stabins, Chairman

ATTEST: SEAL

Karen Nicolai, Clerk of the Circuit Court

Approved for Form and Legal Sufficiency:

By: _____
County Attorney's Office

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me this 25th day of April, 2007, by Jeff Stabins, Chairman of the Hernando County Board of County Commissioners, who is personally known to me or who has produced _____ as identification.

Doris N. Cupeles
(Signature of person taking acknowledgment)

DORIS N. CUPELES
(Name typed, printed or stamped)

(Title or rank) (Serial number, if any)

DORIS N. CUPELES
My Commission DD 534614
EXPIRES: March 30, 2010

Prepared By & Return To: Hernando County Code Enforcement, 20 N. Main Street, Room 164, Booksville, FL 34601

OFFICIAL RECORDS
BK 2106 PG: 1514

1/2

PUBLIC NUISANCE ABATEMENT SPECIAL ASSESSMENT LIEN

(b)

Doc# 2005083278
Hernando County, Florida
09/22/2005 9:04AM
KAREN NICOLAI, Clerk

-For Recording Use Only Above Line-

This Public Nuisance Abatement Special Assessment Lien is hereby created, established and levied as of the thirty-first (31st) day following the date set forth below, having been brought before and acted upon by the Board of County Commissioners of Hernando County, a political subdivision of the State of Florida ("County"), whose address is 20 N. Main Street, Brooksville, FL 34601, pursuant to the Hernando County Code of Ordinances, Chapter 15, Article V, Sec. 15-161 thru 15-168, and Chapters 125 and 162, Florida Statutes:

WHEREAS, County has determined that a public nuisance, as defined by Hernando County Code Sec.15-163, existed on the subject property legally described below; and,

WHEREAS, County has caused said public nuisance to be abated at County direction at a cost of $380.00.

WHEREAS, Hernando County Code Sec. 15-166 provides for the creation, establishment and levy of a lien in the amount of such expenditure against the property specially benefitted, and the subject property described herein has been determined as having been specially benefitted.

NOW THEREFORE, IT IS HEREBY ORDERED, upon this matter coming before the Hernando County Board of County Commissioners and in consideration of the expenditures by County from its governmental funds heretofore made to specially benefit the subject property described herein, there is hereby created, established and levied by operation of law, running from the thirty-first (31st) day from the date set forth below, a lien upon the following described real property situated and lying in Hernando County, Florida, to wit:

Fernleaf Drive, Key #1330296
Hernando Beach Unit 14, Blk 132, Lot 2, Hernando County, Florida

Owner's name: Madisons Avenue of Gainesville Inc.
Mailing address: 6921 NW 22nd Street, Gainesville, FL 32653

Said lien may be foreclosed by County pursuant to Hernando County Code Sec. 15-166 and in accordance with the procedure set forth in general law, or may be enforced in any other manner allowed by law.

Said lien shall bear interest at the rate of ten percent (10%) per annum from the date hereof until paid in full.

IN WITNESS WHEREOF, Hernando County has set its hand and seal this 16 *day of* August, 2005.

HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS

Robert C. Schenck, Chairman

ATTEST: Karen Nicolai

Karen Nicolai, Clerk of the Circuit Court

Approved for Form and Legal Sufficiency:

By: _____
County Attorney's Office 8-5-05

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me this 17 day of August, 2005, by Robert C. Schenck, Chairman of the Hernando County Board of County Commissioners, who is personally known to me or who has produced _____ as identification.

Alice M Gura
(Signature of person taking acknowledgment)

(Name typed, printed or stamped)

(Title or rank) (Serial number, if any)

ALICE M. GURA
MY COMMISSION EXPIRES
October 24, 2009
#DD 444572
Bonded thru
Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

R *Prepared By & Return To:* Hernando County Code Enforcement, 20 N. Main Street, Room 164, Booksville, FL 34601

HERNANDO COUNTY CODE ENFORCEMENT
20 N. MAIN STREET, ROOM 161
BROOKSVILLE, FL 34602
PHONE (352) 754-4056

R E C E I P T

KEY: 01330296 PARCEL: R13 223 16 2390 1320 0020
LOC: 00000 LEGAL: HERNANDO BEACH UNIT 14
OWNER: MADISONS AVENUE OF GAINESVILLE BLK 132 LOT 2
ORB 1301 PG 697
ORB 1325 PG 329

DESCRIPTION	AMOUNT
LIEN AMOUNT	370.00
RECORDING FEE	10.00

TOTAL CHARGE: 380.00 PAYMENT TYPE: FULL
RCPT# 25000128 CASH: CHECK: $380.00
DATE: 04/02/07 PAID BY: MADISONS AVENUE OF GAINESVILLE

MEMORANDUM

TO: The Honorable Chairperson and Members of the Hernando County Board of County Commissioners

VIA: Gary Kuhl, County Administrator
Kent Weissinger, Hernando County Attorney's Office
Jim Gantt, Purchasing Department

FROM: David W. Horne, Assistant Utilities Director

DATE: March 6, 2007

Subj: Landfill Gas Project

BRIEF OVERVIEW:
Staff is requesting that the Board approve the execution of an unsolicited proposal contract from Timberline Energy, LLC of Golden, Colorado for the purchase of the landfill methane gas being generated at the Hernando County Northwest Solid Waste Facility Landfill. The gas will be utilized as an energy source within Hernando County at the site of Florida Rock.
The Hernando County Solid Waste Department is scheduled to install a gas flare during the construction phase of cell 3. This proposal and its timing are perfect relative to the landfill construction project.

BUDGET IMPACT:
No capital or operating costs to the County for the gas recovery system.
Projected annual revenues to the County are approx. $70,000/yr.
This equates to approx. $45K/yr for the gas and another $24K/yr in royalty payments. As the landfill continues to generate larger volumes of methane gas, revenues will continue to increase.

LEGAL IMPACT:
The County Attorney's office has reviewed the proposal and finds it to be in good order and the terms of the proposal are in the county's best interest. Per the Purchasing Department, Mr. Jim Gantt, the gas can be sold under the "disposal of surplus" statutes.

RECOMMENDED ACTION:
Staff recommends that the BOCC approve the execution of this contract. As a result of doing so, the County will immediately start generating revenues of $2,000/mo until the landfill gas system is operational.

ADMINISTRATIVE NOTE:
_____ Reviewed
_____ See attachment

CONSENT AGENDA ITEM 10.

THIS LANDFILL GAS PURCHASE AGREEMENT ("Agreement"), made and entered into this 27th day of March, 2007, by and between **TIMBERLINE ENERGY, LLC,** a Delaware Limited Liability Company, doing business at 14520 West Archer Drive, Golden, Colorado, 80401, hereinafter referred to as the "DEVELOPER" and **HERNANDO COUNTY,** a political subdivision of the State of Florida, by and through its Board of County Commissioners, whose address is 20 N. Main Street, Room 460, Brooksville, Florida 34601 Florida hereinafter referred to as "COUNTY";

WITNESSETH:

WHEREAS, the COUNTY is authorized to construct, acquire, improve, maintain, and operate its Solid Waste Management Facilities in the COUNTY; and

WHEREAS, the COUNTY has constructed an active landfill gas ("LFG") collection and flaring system at the Hernando County Northwest Solid Waste Management Facility ("Landfill") in order to remain in compliance with applicable federal, state, and local laws and regulations, and to control landfill gas migration and atmospheric emissions, including odors; and

WHEREAS, the COUNTY plans to construct subsequent expansions to the LFG Management System; and

WHEREAS, the COUNTY recognizes that the use of recovered LFG is of environmental and economic benefit to the COUNTY; and

WHEREAS, the COUNTY desires to enter an Agreement with the DEVELOPER whereby the DEVELOPER would make certain payments to the COUNTY for the rights to and sale of LFG to a Buyer.

NOW, THEREFORE, in consideration of the premises and mutual promises and conditions contained herein, it is mutually agreed between the parties as follows:

Section 1. Definitions. Unless the context indicates otherwise, as used herein, the terms set forth below shall be defined as follows:

(a) Beneficial End Use Product means products derived from LFG that may include, but are not limited to: processed LFG, pipeline quality LFG, electric power, thermal energy, CO_2, or any two or more of the foregoing. The use of such products shall result in a tangible financial gain for the COUNTY.

(b) British Thermal Unit (BTU) means the quantity of heat necessary to raise the temperature of one pound of water one degree Fahrenheit, for example from 58.5 to 59.5 degrees Fahrenheit, under standard pressure of 30 inches of mercury at or near its

1,055 joules, 2.931 10^{-4} kWh, or .293 watt hours.

(c) BTU per Cubic Foot means a measure of the heat available or released when one cubic foot of gas is burned. Landfill Gas has an expected value of 500 to 600 BTU per Cubic Foot.

(d) Buyer means the party or parties to which DEVELOPER will sell a Beneficial End Use Product derived from the recovery and/or processing of LFG.

(e) Commercial Operations means from the date when the DEVELOPER's LFG Utilization Facility begins deliveries of a Beneficial End Use Product to a Buyer.

(f) Commercial Quantities means an economically viable quantity of LFG (minimum of one (1) standard cubic feet per minute (scfm) provided by the COUNTY at the Delivery Point pursuant to this Agreement).

(g) Condensate means the liquid formed from the condensing of the vapors that occurs during the collection, transportation, and processing of LFG.

(h) Day means a calendar day.

(i) Delivery Point(s) means the point(s) at which the LFG enters the DEVELOPER's header or connection piping for delivery to the DEVELOPER's LFG Utilization Facility. The point(s) are located at or near the COUNTY's Flare Station facilities.

(j) Flare Stations means the equipment and appurtenances used to incinerate LFG. The Flare Stations are used to incinerate LFG in conformance with applicable federal, state, and local rules and regulations, and to control odors.

(k) Force Majeure means acts of God; winds, hurricanes, tornadoes, fires, epidemics, landslides, floods; strikes, lock-outs, acts of public enemies; insurrections; explosions; a change in law not due to improper conduct or to any negligent or intentional act or omission; or any cause or event, not reasonably within the control of the party claiming Force Majeure except for the financial inability of such party caused by factors other than any of the foregoing.

(l) Heating Value means the amount of heat produced by the complete combustion of a unity quantity of fuel. The gross or higher heating valve (HHV) is that which is obtained when all of the products of combustion are cooled to the temperature existing before combustion, the water vapor formed during combustion is condensed, and all the necessary corrections have been made. The net or lower heating valve (LHV) is obtained by subtracting the latent heat of vaporization of the water vapor, formed by the combustion of the hydrogen in the fuel, from the gross or higher healing value.

Facility located at14450 Landfill Road, Brooksville, Florida where Class I and Class III wastes are permanently deposited in solid waste disposal units.

(n) Landfill Gas (LFG) means any and all gases resulting from the decomposition of refuse material within the Landfill, consisting principally of methane, carbon dioxide and traces of other constituent gases.

(o) LFG Management System means the network of LFG recovery wells and interconnecting pipes together with attendant valves, condensate sumps and pumps, monitoring devices and other related equipment installed for the purpose of extracting, collecting, and transporting LFG to the Delivery Point(s).

(p) LFG Purchase Agreement means this Agreement between the COUNTY and DEVELOPER for: the construction and operation of DEVELOPER's LFG Utilization Facility; the connection to the Delivery Point(s) for the recovery and utilization of LFG; and the purchase of the LFG provided by the COUNTY at the Delivery Point(s).

(q) LFG Utilization Facility means the DEVELOPER's building or enclosure and equipment required for the processing and delivery of the Beneficial End Use Product to the Buyer, such equipment may include, but is not limited to, compression equipment, an oil and gas cooler, a condensate knockout tank, scrub areas, generating equipment, electric generation and related facilities.

(r) LFG Utilization Facility Site means an area located within the Landfill property upon which the DEVELOPER may access, install, and construct the LFG Utilization Facility. The LFG Utilization Facility Site shall be at a site mutually agreed to by the COUNTY and DEVELOPER.

(s) Leachate means the liquid that has passed through or emerged from solid waste and may contain soluble, suspended, or miscible materials.

(t) Utility Interface (i) in the case where LFG is used to generate electric power, this term shall mean the step-up transformer, metering facilities, protection circuitry, transmission lines, poles, and any other equipment necessary to interconnect the LFG Utilization Facility with the grid of the electric utility in whose franchise area the Landfill is located, or (ii) in the case where LFG is converted to other beneficial products, this term shall mean the metering facilities, pipelines, valves and any other equipment necessary to interconnect the LFG Utilization Facility with the transmission or distribution pipelines or other facility of the electric utility, pipeline company, or other Buyer.

Section 2. Rights Granted to DEVELOPER. Subject to the limitations and other provisions of this Agreement, COUNTY hereby grants to DEVELOPER the following:

(a) Landfill Gas. Developer has the right and license to connect, process, sell, and utilize the LFG that is generated from the Landfill and other contiguous landfill expansion areas and delivered to the Buyer during the term of this Agreement. It shall be the DEVELOPER's responsibility to connect and utilize all LFG made available by the COUNTY for direct sale as fuel or conversion to a Beneficial End Use Product for sale to a Buyer. Title to and risk of loss for the LFG will pass to Buyer. DEVELOPER shall have the exclusive right to claim and utilize any emission allowances and reduction credits that may be associated with LFG.

(b) Site of LFG Utilization Facility. In accordance with the provisions of this Agreement, the COUNTY will make available to DEVELOPER an area located within the Landfill property mutually agreeable to the COUNTY and DEVELOPER an area located within the Landfill property mutually agreeable to the COUNTY and DEVELOPER, by license, as required by DEVELOPER for construction of a LFG Utilization Facility and site improvements, commencing as of the effective date of this Agreement and terminating at the termination of this Agreement. COUNTY hereby covenants (i) that it has title to the LFG Utilization Facility Site in fee and (ii) that DEVELOPER shall have exclusive use of the LFG Utilization Facility Site during the term of this Agreement so long as DEVELOPER is not in default of its obligations under this Agreement.

(c) Access. COUNTY will make available to the DEVELOPER access to the LFG Utilization Facility Site for construction, installation, operation, and maintenance of the DEVELOPER's supplied facility equipment, transmission lines, sewer, electric, water, and telephone lines that are necessary for the operation of the facility.

Section 3. Obligations of COUNTY.

(a) Obligation. The Developer will design and install the initial wells and collection system. The COUNTY shall design, construct, upgrade, expand, operate, and maintain the LFG Management System and provide additional blowers and flares to the COUNTY's Flare Stations as needed to maintain compliance with federal and state regulations. The COUNTY will consult with the DEVELOPER on the placement and configuration of the LFG extraction wells and other equipment required to meet such regulations, in an effort to enhance the beneficial use of the LFG and the overall operation of the LFG Management System. The DEVELOPER's comments shall not be binding on the COUNTY.

Subject to these limitations and other provisions of this Agreement, COUNTY shall:

(1) Cooperate in the construction, development, and operation of the Landfill so as to enhance the production of LFG, while controlling odors and maintaining compliance with all applicable regulations;

Deleted: cooperate

of the LFG Utilization Facility, providing DEVELOPER is complying with all applicable laws and regulations;

(3) instruct its independent contractors, agents and employees to comply with Sections 3(a) (1) and (2) described above;

Deleted:)(

(4) Promptly repair at its expense, major cracks, fissures, erosion or physical changes in the Landfill which have an adverse effect on the production of LFG or on the LFG Management System in accordance with applicable LFG regulations;

Deleted: promptly

(5) comply with applicable federal, state and local laws, rules, ordinances and regulations relating to or regulating the construction and operation of the Landfill except for said responsibilities of the DEVELOPER as established under this Agreement; and

(6) maintain consistent cover on the Landfill to meet current federal and state requirements.

(b) Access to the DEVELOPER's Facilities. Access to the DEVELOPER's LFG Utilization Facility shall be by the established entranceway to the Landfill via the scalehouse. The COUNTY shall take appropriate steps to ensure that this access route to the LFG Utilization Facility is available to the DEVELOPER at all times (i.e., 24 hours per day, 7 days per week). When utilizing the access route, the DEVELOPER shall abide by all of the applicable policies and safety regulations of the COUNTY. In certain cases, such as ..., the COUNTY will notify the DEVELOPER of the need to enter the DEVELOPER's premises.

(c) Documents. As reasonably requested by DEVELOPER, COUNTY shall:

(1) allow DEVELOPER to inspect, in accordance with Chapter 119, Florida Statutes, any documents in its possession regarding LFG production from the Landfill, the quantity, age, and type of refuse in the Landfill, tipping records, etc.; and

(2) allow DEVELOPER to inspect, in accordance with Chapter 119, Florida Statutes, any environmental information, environmental impact reports or studies, permits or permit applications, zoning information including variances or variance applications, and any other available data relating to the Landfill and COUNTY's or DEVELOPER's activities contemplated in this Agreement, and allow DEVELOPER to copy any such material or documents as may be in COUNTY's possession.

(d) Good Faith. COUNTY shall perform its obligations hereunder in good faith and acting reasonably, cooperate with DEVELOPER so that DEVELOPER can meet its responsibilities and obligations under this Agreement.

is understood and agreed to by DEVELOPER that the COUNTY does not warrant or guarantee the rates of production, the chemical composition, or heating content of the LFG from the Landfill. DEVELOPER is relying on its own calculations and evaluation of the Landfill in this regard.

Section 4. Obligations of DEVELOPER. Deleted: of DEVELOPER

(a) Obligations. The operation of the LFG Utilization Facility and any other activity of DEVELOPER shall not interfere with the management and operational requirements of the Landfill. The DEVELOPER shall design, construct, operate, and maintain the initial gas wells and gas collection system portion of the LFG Management System. The County shall be responsible for providing blowers and flares to the COUNTY's Flare Stations as needed to maintain compliance with federal and state regulations. The DEVELOPER will consult with the COUNTY on the placement and configuration of the LFG extraction wells and other equipment.

(b) LFG Utilization Facility. DEVELOPER shall, at its sole expense, permit, design, install, construct, operate, replace, expand, upgrade, and maintain the LFG Utilization Facility required for the processing and delivery of the Beneficial End Use Product to the Buyer. The design, installation, construction, operation, replacement, expansion, upgrade, if any, and maintenance of such LFG Utilization Facility shall be in accordance with federal, state, and local requirements, and industry standards.

(c) Delivery Point(s). DEVELOPER shall, at its sole expense, provide and install:

(1) Header piping, connection piping, valves, pipe supports, and any other auxiliary items from the DEVELOPER's LFG Utilization Facility to the Delivery Point(s).

(2) A tee, valve, and blind flange at the Delivery Point(s) for the purpose of connecting to the COUNTY's LFG Management System.

(3) Any needed blower booster(s) or blower(s) to manage the flow of LFG from the Delivery Point(s) to the LFG Utilization Facility.

(4) For the COUNTY's use, the DEVELOPER, at its own expense shall install, operate and maintain flow meter(s), , and continuous recorder near the Delivery Point(s) for the purpose of determining the quantity and methane content of LFG delivered to the DEVELOPER. The COUNTY and DEVELOPER shall mutually select the final location for the flow meter(s). Flow meter(s) shall be calibrated quarterly by the COUNTY's representative certified to perform such calibrations. The DEVELOPER may independently pay for calibration of the meter(s) by a third party certified to perform such calibrations with consent from the COUNTY. The DEVELOPER shall analyze the COUNTY's LFG daily for the content of methane and Deleted: flowmeter

independently arrange and pay for the sampling and analysis of the gas by an appropriately certified laboratory. If the County's and the DEVELOPER's analysis differ by less than ten percent (10%), the results shall be averaged for purposes of this section. If the results differ by more than ten percent (10%), the COUNTY and the DEVELOPER shall arrange for sampling by a mutually agreed upon third party laboratory.. The COUNTY and the DEVELOPER shall share equally in the cost of the third party laboratory.

(d) Commercial Operations. DEVELOPER shall commence Commercial Operations within 18 months from the effective date of this Agreement.

(e) Operations. In addition to the following, DEVELOPER shall operate the LFG Utilization Facility in accordance with the Wellfield Maintenance Agreement of even date herewith attached hereto and incorporated herein as Exhibit "A". DEVELOPER shall:

(1) Operate the LFG Utilization Facility, and all associated DEVELOPER supplied equipment in a prudent manner in accordance with good engineering practices and in a manner consistent with industry standards.

(2) Maintain the LFG Utilization Facility, COUNTY's Flare Station(s), and all associated DEVELOPER supplied equipment in good working order throughout the term of this Agreement.

(3) Repair the LFG Utilization Facility, COUNTY's Flare Station(s), and all associated DEVELOPER supplied equipment, as necessary, to restore normal operations and system redundancies to ensure compliance with the terms of this Agreement.

(4) Maximize the use of the available LFG from the COUNTY and sell and deliver Beneficial End Use Product to a Buyer.

(5) Maintain a constant and balanced draw from the COUNTY's LFG Management System in order for the COUNTY to maintain a balance of their system.

(6) Maintain air emissions generated by the operations to any applicable standards or permits.

(7) Flare all LFG that may be available due to excess quantity, scheduled and unscheduled maintenance, or shut-off by Buyer. Meet permit requirements, control odors, operate, repair, and maintain the COUNTY's Flare Station(s).

control on-site and off-site impacts in accordance with applicable standards, ordinances, permits, rules and regulation.

(9) Maintain noise levels from the operation of the DEVELOPER's facilities at any point of the Landfill site boundary in accordance with Section 30.1302 of the COUNTY's landfill operation.

(10) Control and dispose of all wastes generated from the DEVELOPER's facilities according to current environmental regulations, including gas condensate and waste cooling water.

(11) Comply with all applicable federal, state, and local laws, rules, ordinances and regulations and any other said responsibilities of the DEVELOPER as established under this Agreement.

(12) Provide information to COUNTY, as necessary, for COUNTY to comply with New Source Performance Standards (NSPS) reporting requirements, or other regulatory reporting requirement.

(13) Comply with annual inspection and implement recommendations made by the COUNTY's consulting engineer on annual inspection of the flare and facility property.

(f) Good Faith. DEVELOPER shall perform its obligations hereunder in good faith and acting reasonably, cooperate fully with COUNTY so that COUNTY can meet its responsibilities and obligation under this Agreement. DEVELOPER shall comply with all laws and regulations applicable to the work being performed under this Agreement.

(g) Design Review. DEVELOPER shall submit to COUNTY for review, comment and approval all design documents relating to the implementation of this Agreement including plans, specifications and drawings for the procurement, installation, and construction of the LFG Utilization Facility during the term of this Agreement. Any such review, comment and approval will not be unreasonably withheld. The purpose of such review is to ensure that the facilities constructed on the COUNTY's property will not interfere with the COUNTY's operations, and will comply with all applicable laws (e.g., permitting, zoning, and environmental requirements), as well as the provisions of this Agreement. The COUNTY shall not have the right to review or approve any proprietary information, or to approve the detailed terms of DEVELOPER's design documents, but COUNTY may provide comments to DEVELOPER on such design, and DEVELOPER agrees to make such changes as may be necessary to comply with COUNTY's requirements. If changes to these design documents are made, DEVELOPER will submit such changes to the COUNTY for review and COUNTY shall notify DEVELOPER in a reasonable time (such time in no event to exceed thirty (30) days) of its comments on such changes. Any recommendation of rejection shall be reasonable, based on the design standards set forth in this Agreement and accompanied by a detailed

Deleted: deisgn

alternatives to DEVELOPER to eliminate the reasons for the rejection. COUNTY and DEVELOPER recognize that delays in the construction of these systems may delay DEVELOPER's construction schedule. Therefore, COUNTY and DEVELOPER agree to exercise reasonable efforts to expedite the review and approval process. DEVELOPER will provide COUNTY with a complete set of "as built" plans for the DEVELOPER's LFG Utilization Facility. The review process described in this paragraph does not relieve the DEVELOPER of its obligations to obtain the required building permits and site plan review approval, or any other local, state or federal approvals required for the DEVELOPER's LFG Utilization Facility.

Neither the COUNTY's authority to review and approve design documents relating to the implementation of this Agreement nor any decision made by the COUNTY in good faith in conjunction with such review and approval shall give rise to any duty or responsibility of COUNTY to DEVELOPER, any subcontractor, any supplier, or any other person or organization performing any of the work, or to any surety for any of them.

The COUNTY's actions pursuant to this section shall not create any vested rights for the DEVELOPER. Nothing in this Agreement shall be construed to eliminate the need for the DEVELOPER to comply with all applicable laws and regulations.

(h) Permits. DEVELOPER shall, at its own expense, prepare and file permit applications and diligently prosecute the processing of such permit application for the purpose of obtaining all environmental and other permits which are required under applicable local, state, and federal laws and regulations for the construction, installation, and operation of the LFG Utilization Facility, associated electrical transmission lines, an/or steam, or LFG transmission pipelines, on and off-site. In connection therewith, the COUNTY agrees to make available to the DEVELOPER all known public records within the COUNTY's possession of environmental information reports, environmental impact reports, air impact assessment studies, copies of all environmental applications filed, and other available data relating to and used in connection with obtaining any environmental permits necessary for the installation and operation of any equipment or the conducting of any other activities at the Landfill.

Any permit modifications or applications that may affect existing COUNTY permits shall be submitted to the COUNTY for review and comment prior to submission to the applicable regulatory agency. The DEVELOPER shall incorporate any comments from the COUNTY subsequent to final review by the COUNTY and re-submit to COUNTY for final approval, authorization, and signature.

Deleted: to the

(i) Laws and Regulations. The DEVELOPER must agree to abide by and conduct its programs and provide its services in compliance with the applicable provisions of:

Chapter 440 and Florida Administrative Code (F.A.C), Rule 38F

- Florida Workplace Safety and Health Regulations, F.A.C – Rule 38I
- Federal Civil Rights Act of 1866
- Federal Civil Rights Act of 1871
- Federal Equal Pay Act of 1963
- Federal Civil Rights Act of 1964
- Federal Age Discrimination and Employment Acts of 1967
- Federal Rehabilitation Act of 1973
- Federal Americans with Disabilities Act of 1990
- Federal Civil Rights Act of 1991
- Florida Civil Rights Act of 1992
- American National Standards Institute
- National Fire Protection Association
- Occupational Safety and Health Act, Code of Federal Regulation, Chapter 29, Parts 1910 and 1926, General Industry Standards and Construction Industry Standards, as amended, with particular attention to the Hazard Communications, Trenching and Shoring and Confined Space Entry Standards.
- All other applicable ordinances, statutes, laws and amendments thereto.

The DEVELOPER is presumed to be familiar with all applicable federal, state and local laws, ordinances, code rules and regulations that may in any way affect the work.

(j) Site Security. The LFG Utilization Facility Site shall be fenced and gated and locked during construction and operations. The fencing shall contain signage on each side, warning of any hazards and providing telephone numbers for notification of emergency situations. Employees of the COUNTY shall not be permitted on the LFG Utilization Facility Site, except in the event of an emergency or disaster, unless accompanied by an authorized employee of the DEVELOPER. Subject to the exemptions included in this subsection for entry onto the LFG Utilization Facility Site, the COUNTY's employees shall not enter the site unless:

(1) DEVELOPER's employee is on the site at the same time, or

(2) DEVELOPER requests assistance from the COUNTY or a duly authorized representative, or

(3) It is necessary for the COUNTY to collect samples from the discharges of the DEVELOPER's facility, or

(4) A situation that requires immediate attention. The COUNTY will notify the DEVELOPER within 24 hours of entrance onto the DEVELOPER's site.

The fencing, gating, and site security requirements of this subsection shall be limited to the DEVELOPER's LFG Utilization Facility Site.

preliminary Project Plan for the LFG Utilization Facility Project, during the construction process. The Plan will cover a number of aspects of the DEVELOPER's operations and will include at a minimum;

- Testing requirements for startup of the LFG Utilization Facility;
- LFG Utilization Facility Operating Plan that demonstrates at a minimum the facility's ability to process the initial LFG flows (LFG available from the COUNTY at startup of the Facility) from the Landfill;
- Reporting requirements to governmental agencies for permits associated with LFG Utilization Facility;
- Testing and monitoring procedures of the LFG Utilization Facility to assure compliance with permit conditions;
- An Emergency, Disaster and Safety Plan

The Project Plan will be finalized and accepted by the County prior to the startup of the LFG Utilization Facility. Once accepted by the COUNTY, the DEVELOPER is obligated to adhere to the Plan. Deviations from the plan are only permissible if they are made in writing to the COUNTY and accepted in writing by the COUNTY. Operations will commence after completion of the startup period and approval of the Project Plan by the COUNTY.

(l) Project Schedule. The DEVELOPER shall be responsible for developing and keeping current a project schedule for each of the elements of the LFG Utilization Facility construction which show: the sequence of project development, permitting, design, construction, startup, and commencement of operations, system testing, and monitoring, and reporting to governmental agencies. The COUNTY will review and accept the Project Schedule before any construction shall commence. The COUNTY will be informed of monthly progress and changes in the schedule by the DEVELOPER.

Deleted: commencement

(m) Transmission Line. Any off-site pipeline or transmission line to the Buyer's premises shall comply with and be included within the requirements and liabilities assumed by the DEVELOPER under this Agreement. Any portion of the pipeline or transmission line on public right of way shall be clearly marked according to industry or governmental standards. The depth of the pipeline or transmission line shall comply with local permitting code and/or State law whichever is applicable.

Section 5. Term.

(a) Agreement Term. This Agreement shall have a term of twenty (20) years which shall begin on the date when the DEVELOPER commences Commercial Operations of the LFG Utilization Facility, consistent with the provisions of this Agreement. At the end of the term, this Agreement shall terminate, unless extended by mutual written agreement of the COUNTY and DEVELOPER, provided that the party

such desire. The term of this Agreement also may be extended if and when the COUNTY adds additional LFG extraction wells in the Landfill and the DEVELOPER agrees to expend additional capital funds to increase the capacity of its LFG Utilization Facility, provided the COUNTY and the DEVELOPER consent in writing to the extension. If the County does not renew the agreement then the DEVELOPER will be reimbursed for the cost of the wells and collection system installed by DEVELOPER.

(b) Effective Date. This agreement shall become effective on the day it is executed by a duly authorized representative of the COUNTY. Until the effect date, this Agreement shall be of no force or effect.

Section 6. Payment.

(a) Initial Payment for LFG Rights. DEVELOPER shall pay the COUNTY a lump sum of Five Thousand and No/100 Dollars ($5,000.00) within ninety (90) days of the effective date of this Agreement, or upon financing the LFG Utilization Facility, whichever comes first. This lump sum payment to the COUNTY shall constitute the DEVELOPER's payment for an exclusive right to and use of LFG from the Landfill.

(b) Payment for LFG Delivered. DEVELOPER shall pay the COUNTY a 3% royalty for all gross revenue derived from the sale of the landfill gas, CO2, emissions credits or other products. The royalty shall increase to 6% for all landfill gas btu's above 110,000 btu/year.

(c) If the Developer is operating the wells and gas collection system, the Developer will deducted $2,000/month from the royalty payment. However at no time will the royalty payment minus the $2,000/month deduction be less than $1,000/month.

(e) Payment Due Date. All monies due to the COUNTY on a monthly payment basis shall be payable in arrears along with documentation of revenues monthly payment are due on or before the twenty-fifth (25th) day of the calendar month following the month in which DEVELOPER actually receives revenues from its sale of the Beneficial End Use Products converted from the LFG from the Landfill. The COUNTY shall have the right to inspect, copy, and audit during reasonable business hours the sale journal and any other pertinent books and records of the DEVELOPER relating to the calculations of the revenues upon which the payment of LFG delivered will be based or any other payment to the COUNTY. If the above indexes are not available for any reason, the parties shall mutually agree on the use of a replacement index or indexes.

(f) Tax and Emission Credits. If any federal, state, or local tax or emission credits become available, DEVELOPER shall pay a fee to the COUNTY for any tax or emission credits received by the DEVELOPER for the LFG Utilization Facility. The fee shall be equal to the royalty amount.

all utility interface costs.

Section 7. Financing. COUNTY acknowledges that DEVELOPER may desire to finance some or all of the equipment or personal property required to undertake work to be performed under this Agreement and hereby consents to any encumbrance or lien on the machinery, equipment, fixtures, and buildings that make up the LFG Utilization Facility and Utility Interface for the purpose of obtaining such financing, provided:

(a) DEVELOPER shall give COUNTY notice of the existence of such encumbrance or lien together with the name and address of the holder of such encumbrance or lien, and a copy of the encumbrance or lien.

(b) That the existence of such encumbrance or lien shall not relieve DEVELOPER from any liability or responsibility for the performance of its obligations under this Agreement.

Under no circumstances shall DEVELOPER cause any mortgage or lien to exist on the COUNTY property, Landfill, access road, or LFG Utilization Facility Site, and no security interests may be granted in any underground transmission lines, pipelines, or underground equipment or fixtures associated with the project.

Section 8. General Obligations.

(a) Planning and Expansion. DEVELOPER recognizes that future development of the COUNTY Landfill may include additional facilities. COUNTY and DEVELOPER agree to exchange information on a regular basis for planning and coordination of all activities to promote the safe and orderly development and operation of the Landfill.

(b) Interests Retained by COUNTY. All materials, minerals, water, natural gas, and other items existing in, on, or under the Landfill (including, but not limited to, the refuse, cell liners, leachate, condensate, and waste spoilage removed from Landfill during construction of LFG Management System and cover) shall at all times remain the property of COUNTY.

(c) Independent Contractor. In the performance of any activities pursuant to this Agreement, the DEVELOPER will be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the COUNTY. The Developer shall be solely responsible for the means, methods, sequences, and procedures utilized by the DEVELOPER. None of the Developer's employees, officers, agents, or any other individual directed to act on behalf of the DEVELOPER for any act related to the Agreement shall represent, act, purport to act, or be deemed to be the agent, representative, employee or servant of the COUNTY.

Deleted: Developer's employees

removal of condensate from the DEVELOPER's condensate sumps, DEVELOPER's condensate knockout vessel(s) and the LFG Utilization FACILITY, and the proper handling and delivery of the condensate to the COUNTY's leachate collection system (leachate manhole) or leachate storage tanks. The COUNTY shall have the right to collect and test samples from the DEVELOPER's facilities before discharging into the COUNTY's facilities.

(e) Gas Migration and Emissions. DEVELOPER and COUNTY acknowledge that the primary objective of the LFG Management System is and will continue to be to control LFG migration, emissions and odors, in order to meet all local, state and federal regulatory requirements and the requirements of existing and future landfill permits. DEVELOPER shall operate the LFG Utilization Facility in a manner that is conducive to this primary objective.

FURTHERMORE the COUNTY is to provide all of the needed LFG Management System components and all replacement, expansions, and additions and the operation thereof to collect the LFG generated at the Landfill to the greatest extent possible so that (i) the operation of the Landfill will remain in compliance with applicable federal, state and local laws and regulations, and (ii) the operation of the Landfill will control LFG migration and odors.

(f)

The COUNTY shall design, permit, construct and pay for any additional equipment or other improvements that are necessary to ensure compliance with applicable regulations due to (i) a change in applicable laws or regulations that occurs after the effective date of this Agreement or (ii) an expansion of or other change, provided that such failure is not caused by DEVELOPER's acts or omissions during DEVELOPER's maintenance, repair and operation.

(g) Non Waiver.

(1) The failure of either party to exercise any right shall not be considered a waiver of such right in the event of any further default or noncompliance.

(2) No action taken by COUNTY or DEVELOPER after the effective date of the termination of this Agreement pursuant to Section 14 in accepting one or more payments from the other or undertaking any other activity which would have been authorized by this Agreement but for its termination, shall be construed that this Agreement is not terminated or as a waiver of the termination.

(h) Inspections. COUNTY has the right to conduct inspections of the DEVELOPER's facilities to verify operations compliance, environmental compliance and

of this Agreement

Section 9. Limitations of Liability.

(a) Except as otherwise provided herein, COUNTY provides no warranties or guarantees, either expressed or implied, as to the amount or chemical composition of the LFG to be extracted and made available to the DEVELOPER at the Delivery Point(s) hereunder, including, but without limitation, any warranty of merchantability or fitness of the LFG for a particular purpose; provided, however, if the Landfill does not produce Commercial Quantities of LFG, DEVELOPER may terminate this Agreement as provided in Section 14(d).

(b) Provided DEVELOPER is complying with applicable laws and regulations, DEVELOPER will be solely responsible for the determination of the suitability of the LFG to be used under this Agreement for any and all purposes contemplated by DEVELOPER.

(c) Nothing contained within this Agreement shall be construed to mean that DEVELOPER has assumed any of COUNTY's responsibilities to comply with any environmental laws and regulations, whether federal, state, or local.

(d) In no event shall Developer be liable to COUNTY with respect to any claims arising from the ownership of the Landfill.

(e) COUNTY shall not be liable for damages, including consequential damages, loss of revenues and/or lost profits, for COUNTY employees' entry on the LFG Utilization Facility Site at the Landfill pursuant to Section 4(j) herein. Further, COUNTY shall not be liable for consequential damages, loss of revenues and/or lost profits for any reason whatsoever.

(f) DEVELOPER is liable for any fines and/or repair for any environmental damage due to the DEVELOPER's facilities construction and operations.

(g) Nothing contained in this Agreement constitutes a waiver of the COUNTY's sovereign immunity or the limitations on liability contained in Section 768.28, Florida Statutes.

Section 10. Indemnification. To the fullest extent permitted by Laws and Regulations, the selected DEVELOPER shall indemnify and hold harmless the COUNTY and the officers, directors, employees, agents and other consultants of the COUNTY from and against all claims, expenses, losses and damages (including but not limited to all fees and charges of the DEVELOPER, engineers, architects, attorneys and other professionals) caused by, arising out of or resulting from the performance of services, provided that any such claim, damage, loss or expense: (1) is attributable to bodily injury, sickness, disease, death, or personal injury, or to property damage including the loss of

DEVELOPER, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the services or anyone for whose acts any of them may be liable. The DEVELOPER agrees that it will pay the reasonable costs of the COUNTY's legal defense, including fees of attorneys as may be selected by the COUNTY and shall defend, satisfy, and pay any judgments which may be rendered against the COUNTY in connection with the above hold harmless agreement. The DEVELOPER acknowledges that specific consideration has been received for this hold harmless/indemnification provision.

The provisions of this Section 10 shall survive the termination of this Agreement.

Section 11. Insurance. Before starting and throughout the Term of this Agreement, the DEVELOPER shall procure and maintain insurance of the types and to the limits specified in Section A below.

The DEVELOPER shall require each of its Subcontractors, if any, to procure and maintain, until completion of that Subcontractor's work, insurance of types and to the limits specified in Section A (i) through (v) inclusive below. It shall be the responsibility of the DEVELOPER to ensure that all its Subcontractors meet these requirements.

(a) Coverage. Except as otherwise stated, the amount and types of insurance shall conform to the following minimum requirements.

(1) Workers' Compensation: Coverage to apply for all employees at the STATUTORY 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 USA Longshoremen & Harbor Workers Act, and Jones Act; in addition, the policy must include EMPLOYERS LIABILITY for limits of Five Hundred Thousand and N/100 Dollars ($500,00.00)/each accident; One Million and No/100 Dollars ($1,000,000.00)/disease – policy limit; Five Hundred Thousand and No/100 Dollars ($500,000.00)/disease – each employee, and a waiver of subrogation in favor of COUNTY, its agents, employees and officials.

(2) Commercial General Liability: Coverage must be afforded, under a per occurrence form policy, including Premise Operations, Independent Contractors, Products and Completed Operations, Broad Form Property Damage Endorsement, with a Hold Harmless and Named Additional Insured Endorsement in favor of the COUNTY for limits not less than Four Million and No/100 Dollars ($4,000,000.00)/general aggregate; Two Million and No/100 Dollars ($2,000,000.00)/products-completed operations (aggregate); Two Million and No/100 Dollars ($2,000,000.00)/personal injury and property damage liability; Two Million and No/100 Dollars ($2,000,000.00)/each occurrence; Fifty Thousand and No/100 Dollars ($50,000.00)/fire damage legal; Five Thousand and No/100 Dollars ($5,000.00)/medical payments.

coverage for all owned vehicles, hired/non-owned vehicles, with an Additional Named Insured Endorsement in favor of the COUNTY, for a combined single limit (bodily injury and property damage) of not less than One Million and No/100 Dollars ($1,000,000.00)/combined single limit (bodily limits; injury/property damage); personal injury protection/statutory One Million and No/100 Dollars ($1,000,000.00) /uninsured/underinsured motorist; One Million and No/100 Dollars ($1,000,000.00)/hired /non-owned auto liability.

(4) Builder's Risk /Installation Floater: When this agreement includes construction of or additions to above ground buildings or structures, or installation of machinery or equipment, Builder's Risk and/or Installation Floater coverage must be provided as follows:

(i) All Risk Coverage – All risk Coverage on a completed value form shall provide primary, non-contributory coverage with a waiver of subrogation in favor of the COUNTY.

(ii) Amount of Insurance – one-hundred percent (100%) of the completed value of such addition(s), building(s), or structure(s), or machinery and equipment.

(iii) Waiver of Occupancy Clause or Warranty – Policy must be specifically endorsed to eliminate any "Occupancy Clause" or similar warranty or representation that the building(s), addition(s), or structure(s) will not be occupied by the COUNTY.

(iv) Maximum Deductible – Five Thousand No/100 Dollars ($5,000.00) each claim. Higher deductibles are permitted subject to COUNTY approval.

(v) Additional Named Insured – The COUNTY must be included as an additional named insured.

(vi) Notice of Cancellation and/or Restriction – The policy must be specifically endorsed to provide the COUNTY with thirty (30) days' notice of cancellation and/or restriction.

(vii) Flood Insurance – When the buildings or structures are located within an identified special flood hazard area, flood insurance protecting the interest of the DEVELOPER and the COUNTY must be afforded for the lesser of the total insurable value of such buildings or structures, or the maximum amount of floor insurance coverage available under the National Flood Insurance Program.

OR

(5) Property Insurance Coverage: When construction of any above ground building or structure, or installation of machinery or equipment is complete, coverage must be provided as follows:

(i) All Risk Coverage – All Risk Coverage on a completed value from shall provide primary, non-contributory coverage with a waiver of subrogation in favor of the COUNTY.

(ii) Amount of Insurance – one hundred (100%) of the "replacement cost value."

(iii) Maximum Deductible – Five Thousand and No/100 Dollars ($5,000.00) each claim. Higher deductibles are permitted subject to COUNTY approval.

(iv) Additional Named Insured – The COUNTY must be included as an additional named insured.

(v) Notice of Cancellation and/or Restriction – The policy must be specifically endorsed to provide the COUNTY with thirty (30) days' notice of cancellation.

(vi) Flood Insurance – When the buildings or structures are located within an identified special flood hazard area, flood insurance protecting the interest of the Contractor must be afforded for the lesser of the total insurable value of such buildings or structures, or the maximum amount of flood insurance coverage available under the National Flood Insurance Program.

(6) Environmental Impairment Insurance: Coverage shall be provided and maintained as a separate policy for One Million Dollars and No/100 Dollars ($1,000,000.00) per occurrence; Two Million Dollars and No/100 Dollars ($2,000,000.00) aggregate.

(7) Business Interruption: Coverage shall be maintained in an amount sufficient to cover COUNTY's loss of revenues or consequential damages for the period of time it would take to repair or replace the damage or loss that caused said loss or damage.

(b) Waiver of Subrogation/Cause of Action. DEVELOPER agrees to waive any rights of recovery against the COUNTY for damage or loss to DEVELOPER's property or other asset, and any loss of revenue or consequential damages, howsoever caused, and agrees to require appropriate waivers of subrogation from its insurance companies.

Developer shall be filed with the COUNTY as the Certificate Holder, before operations are commenced. The insurance indicated on the Certificate shall be subject to its approval for adequacy and protection. The certificate will state the types of coverage provided, limits of liability, and expiration dates. The COUNTY shall be identified as an Additional Named Insured for each type of coverage required by Section A (2) through A (6) above. The required certificates of insurance may refer specifically to this Agreement and the above sections in accordance with which such insurance is being furnished, and may state that such insurance is as required by such sections of this Agreement.

The DEVELOPER shall provide a Certificate of Insurance to the County with a thirty (30) days' notice of cancellation. In addition, the County will be shown as Additional Named Insured, with a Hold Harmless Agreement in favor of the COUNTY, where applicable. The certificate should also indicate if coverage is provided under a "claims made" or "per 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 as the Agreement (original date if Agreement is renewed) or prior.

If the initial insurance expires prior to the completion of work, renewal certificates and/or required copies of policies shall be furnished thirty (30) days prior to the date of their expiration.

Section 12. Removal and Restoration.

(a) Ownership of Equipment. Except as otherwise provided in this Agreement, the LFG Utilization Facility and related equipment shall remain the personal property and/or responsibility of DEVELOPER (collectively "DEVELOPER's Equipment"), notwithstanding the above, however, no equipment shall be removed that will affect the operations of the COUNTY's Flare Stations needed to remain in compliance with applicable federal, state, and local laws and regulations, and to control landfill gas migration and atmospheric emissions, including odors.

(b) Transfer of Ownership upon Expiration or Termination. Upon the expiration or termination of the Agreement, the below ground portions of the LFG Utilization Facility and the building shall become the personal property and responsibility of COUNTY. DEVELOPER shall have no further responsibility with respect to the below ground portions of the LFG Utilization Facility after DEVELOPER conveys title to such equipment, fee and clear of any encumbrances, liens or security interest.

Notwithstanding the above, within thirty (30) or (90)? days after the expiration or termination of this Agreement, , the DEVELOPER shall, at its sole expense, remove all LFG Utilization Facility and any associated Transmission equipment except for the building from the Landfill and return the LFG Utilization Facility Site to its original condition.

COUNTY to buy any portions of the LFG Utilization Facility. Should DEVELOPER fail to remove DEVELOPER's Equipment as required under this Section 12, such property shall be deemed abandoned and shall become the property of COUNTY. Should the COUNTY incur cost associated with the removal of abandoned equipment and/or site restoration associated with such abandonment, the DEVELOPER shall be liable for such cost. This liability shall expire twelve (12) months after the abandonment if the COUNTY has not notified the DEVELOPER in writing that site clean-up has been completed or is underway including the actual or estimated cost of such clean-up.

F

(c) Removal and Restoration Bond. Before starting and throughout the term of this Agreement, DEVELOPER shall procure and maintain a bond or financial security instrument under forms acceptable and approved by the COUNTY to ensure the removal of the DEVELOPER's facilities and the restoration of the land upon the expiration or termination of this Agreement. The amount of the bond or financial security instrument shall be Fifty Thousand and No/100 Dollars ($50,000.00).

Section 13. Force Majeure. If by reason of Force Majeure either party is unable to carry out, either in whole or in part, its obligations herein contained, such party shall not be deemed in default during the continuation of such inability, provided that:

(a) The non-performing party, as soon as possible but no later than two (2) weeks after the occurrence of the cause of the Force Majeure, gives the other party written notice describing the particulars of the occurrence; and

(b) The suspension of performance be of no greater scope and of no longer duration than is required by the Force Majeure; and

(c) No obligations of either party which arose prior to the occurrence causing the suspension of performance be excused as a result of the occurrence; and

(d) That the non-performing party endeavors to remedy with all reasonable dispatch the cause or causes preventing it from carrying out its obligations.

Neither party shall be required to settle strikes, lockouts, or other industrial disturbances by acceding to the demands of the opposing party or parties when such course is, in its judgment, not in its best interest. The fee required to be paid by DEVELOPER set forth in Section 6(b) shall not apply, and DEVELOPER shall be relieved of its obligation there from, so long as an event of Force Majeure has occurred and is continuing.

Section 14. Termination.

(a) DEVELOPER's Default. The failure of the DEVELOPER to comply with any provision of this Agreement shall place the DEVELOPER in default. Prior to terminating the Agreement, the COUNTY shall notify the DEVELOPER in writing.

The COUNTY shall provide the DEVELOPER thirty (30) days to propose a written remedy and schedule, which shall not be unreasonably withheld, delayed, or conditioned. If the COUNTY disapproves of DEVELOPER's proposed remedy and schedule, the COUNTY may, at its sole option, direct an alternative remedy and schedule or provide DEVELOPER with ninety (90) days prior written notice of termination.

Deleted: direct an

Events of default by DEVELOPER warranting termination by COUNTY shall include, but not be limited to, one or more of the following:

(1) the filing by or against DEVELOPER of a petition in bankruptcy or the complete cessation of the business operations of DEVELOPER;

(2) failure by DEVELOPER to pay the fees due the COUNTY pursuant to Section 6, Payment;

(4) failure by the DEVELOPER to maintain the LFG Utilization Facility, the COUNTY's Flare Station(s), and all associated DEVELOPER supplied equipment in good working order throughout the term of this Agreement;

(5) failure to operate the system or to maintain compliance with environmental regulations and noise limitation and odor control requirements;

(6) failure to pay for any damages assessed to the DEVELOPER;

(7) failure to commence Commercial Operations within eighteen (18) months from the effective date of this Agreement.

(b) Repeated Defaults by DEVELOPER. In the event that the DEVELOPER's record of performance shows that the DEVELOPER has frequently, regularly or repetitively defaulted in the performance of any of the material covenants and conditions required herein to be kept and performed by the DEVELOPER and regardless of whether the DEVELOPER has corrected each individual condition of default, the DEVELOPER may be deemed a "habitual violator" and all of said defaults may be considered collectively to constitute a condition of default. The COUNTY may thereupon issue the DEVELOPER a final warning citing the circumstances therefore, and any single material default by the DEVELOPER within one (1) year after said warning shall be grounds for termination of this Agreement. In the event of any such single subsequent default within one (1) year, the COUNTY may terminate this Agreement upon the giving of written final notice to the DEVELOPER. The COUNTY's Environmental Services Director shall be the sole authority to determine and deem the DEVELOPER as a "habitual violator".

(c) COUNTY's Default. The failure of the COUNTY to comply with any provision of this Agreement shall place the COUNTY in default. Prior to terminating the

make specific reference to the provision which gave rise to the default. The DEVELOPER shall provide the COUNTY thirty (30) days to propose a written remedy and schedule which shall set forth the specific timeframe for curing default. In the event of a default by the COUNTY, the COUNTY shall pay DEVELOPER an amount for capital expenditures for the LFG Utilization Facility consistent with Section 12(b) of the Agreement, or the DEVELOPER may remove the above ground portion of the LFG Utilization Facility at the DEVELOPER's option.

(d) Termination for Insufficient Quantities of LFG. Should the DEVELOPER determine, following LFG Utilization Facility start-up, that LFG can no longer be reasonably recovered from the Landfill in Commercial Quantities, DEVELOPER shall have the right to surrender and terminate this Agreement including its rights to the LFG upon ninety (90) days prior written notice to COUNTY. In the event of such termination by the DEVELOPER:

(1) the DEVELOPER shall continue to make payments to the COUNTY for the right to and use of the LFG in accordance with Section 6(b), whichever is in effect at the time, for a three (3) month period following notification of termination;

(2) the DEVELOPER shall continue to make payments for any monies due to the COUNTY for the sale of the Beneficial End Use Product and any other monies required by the provisions of this Agreement;

Section 15. Damages and Administrative Charges. Except where otherwise specifically provided, the measure of damages to be paid by the DEVELOPER to the COUNTY due to any failure by the DEVELOPER to meet any of its obligations under this Agreement shall be the actual damages incurred by the COUNTY. Said damages shall include, but shall not be limited to, the following damages:

(a) The COUNTY's Damages in the Event of Termination of DEVELOPER. If the COUNTY terminates this Agreement because of a default by the DEVELOPER, the DEVELOPER shall be liable to the COUNTY for all actual damages incurred by the COUNTY as a result of DEVELOPER's default.

(b)

(c) The COUNTY's Damages Due to DEVELOPER's Failure to Comply with Environmental Regulations. If the DEVELOPER fails to comply with any applicable environmental regulations, the DEVELOPER shall pay to the COUNTY the following:

COUNTY by any governmental agency charged with enforcement of environmental laws and regulations or judicial orders.

(2) The actual costs, including, but not limited to, legal, administrative and any associated fees, incurred by the COUNTY as a result of the failure to comply with the environmental regulations including any costs incurred in investigating and remedying the conditions which led to the failure to comply with the environmental regulations.

(d) Administrative Charges. The parties acknowledge and agree that it is difficult or impossible to accurately determine the amount of damages that would, or might, be incurred by the COUNTY due to those failures or circumstances described in this section of the Agreement and for which the DEVELOPER would otherwise be liable. Accordingly, administrative charges may be assessed against the DEVELOPER for the following failures to comply with the Agreement:

(1) If DEVELOPER fails to operate and perform the system within permit and/or regulatory requirements or standards, the COUNTY shall give Notice to the DEVELOPER of the foregoing failure. If the DEVELOPER fails to remedy the foregoing failure within two (2) days of the receipt of the Notice from the COUNTY, administrative charges in an amount equal to fifty (50%) of the "daily average payment" to the COUNTY for the sale of the COUNTY's LFG shall be assessed against the DEVELOPER per day until such time as the DEVELOPER has remedied the foregoing failure. If it is not possible to remedy the failure within two (2) days of receipt of the Notice, the DEVELOPER and COUNTY shall agree to a reasonable extended time-period. The "daily average payment" shall be based on normal historical operating days for the six (6) month period immediately preceding the COUNTY's Notice.

(2) If DEVELOPER fails to keep and utilize the LFG Utilization Facility at the levels of manpower and equipment necessary to adequately operate the system, the COUNTY shall give Notice to the DEVELOPER of the foregoing failure. If the DEVELOPER fails to remedy the foregoing failure within one (1) week of the receipt of the Notice from the COUNTY, administrative charges in the amount equal to fifty percent (50%) of the "daily average payment" to the COUNTY for the sale of the COUNTY's LFG shall be assessed against the DEVELOPER per day until such time as the DEVELOPER has remedied the foregoing failure. If it is not possible to remedy the failure within one (1) week of receipt of the Notice, the DEVELOPER and COUNTY shall agree to a reasonable extended time-period. The "daily average payment" shall be based on normal historical operating days for the six (6) month period immediately preceding the COUNTY's Notice.

(3) If DEVELOPER fails to supply information or reports required by the COUNTY and/or any regulatory agency within the timeframe agreed to by the COUNTY and/or regulatory agency, the COUNTY shall give Notice to the DEVELOPER of the foregoing failure. If the DEVELOPER fails to remedy the foregoing

charges in the amount of One Hundred and No/100 Dollars ($100.00) per day shall be assessed against the DEVELOPER until such time as the COUNTY determines that the DEVELOPER has remedied the foregoing failure. If it is not possible to remedy the failure within ten (10) day's receipt of the Notice, the DEVELOPER and COUNTY shall agree to a reasonable extended time-period.

Section 16. Representations and Warranties.

(a) Warranties of COUNTY. COUNTY hereby agrees, warrants, and represents to DEVELOPER, as of the date of execution of this Agreement, that:

(1) The COUNTY has not entered into any other agreements with respect to the LFG conveyed to DEVELOPER under this Agreement or with respect to any of the other rights conveyed to DEVELOPER pursuant to Section 2 of this Agreement. COUNTY warrants that DEVELOPER shall take the LFG free and clear of any liens or encumbrances. COUNTY hereby warrants to DEVELOPER that COUNTY has the title to the LFG Utilization Facility Site, access to the site, the Landfill, and the LFG.

(2) No part of the LFG project was financed by grants or subsidized energy financing and the energy credit was not claimed with respect to property used in such recovery Project.

(3) The execution and delivery of this Agreement and related documents have been duly authorized, and constitute legal, valid, and binding obligations of the COUNTY which are enforceable in accordance with their terms and do not violate any law, rule or regulation.

(4) As of the effective date of this Agreement, the solid waste that the COUNTY accepts for disposal within the solid waste disposal units is nonhazardous solid waste as defined by Chapter 62-701, F.A.C. COUNTY also covenants that during the term of the Agreement, COUNTY will continue to accept only nonhazardous solid waste or material deemed nonhazardous in nature as defined by Chapter 62-701, F.A.C.

(b) Warranties of DEVELOPER. DEVELOPER hereby agrees, warrants and represents to COUNTY, as of the date of execution of this Agreement, that

(1) DEVELOPER is a duly organized, validly existing entity in good standing under the laws of the State of Florida. DEVELOPER has all requisite corporate power to own its properties and to carry on the business that is now being conducted, to execute and deliver this Agreement and to engage in the transactions contemplated in this Agreement.

Agreement is within the corporate powers of DEVELOPER, have been duly authorized by all necessary corporate action, and do not violate any law, rule or regulation, or the terms of the articles of incorporation or bylaws of DEVELOPER.

Section 17. Assignment. The COUNTY and DEVELOPER shall bind themselves and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement. Neither party hereto may sell, assign or transfer this Agreement or any interest it may have hereunder, without prior written approval of the other party, such approval to be not unreasonably withheld, and provided that any such assignment shall not unduly interfere with the rights of the non-assigning party hereunder, and further provided that such assignee agrees to be bound by the terms of this Agreement to the same extent as assignor. In no event will assignment relieve the assignor of its obligations hereunder. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of COUNTY or DEVELOPER, nor shall it be construed as giving any right or benefit hereunder to anyone other than the COUNTY or the DEVELOPER.

Section 18. Notices. Any notice to be given under this Agreement shall be in writing and shall be deemed to have been properly given and received (i) when delivered in person to the authorized representative of the party to whom the notice is addressed, or (ii) on the date received as indicated on the prepaid certified or registered receipt when sent by prepaid mail, return receipt requested, to the party to be notified at the address indicated as follows:

To DEVELOPER:

Timberline Energy, LLC
15420 West Archer Drive
Golden, CO 80401

To COUNTY:

Hernando County

S

Either party may change such representative or address under this Agreement by providing written notice to the other party.

Section 19. Taxes. DEVELOPER shall, during the term of this Agreement, pay or arrange for the payment of all general taxes that may be levied upon or assessed against the system, facilities, equipment, machinery and improvements constructed or installed by it in, on, or adjacent to the Landfill. To the extent permissible by law, COUNTY shall recognize DEVELOPER's Equipment as an environmental pollution control system as defined under applicable tax laws and, therefore, shall be free from state sales taxes as provided by state statutes.

Section 20. Interest of Members of COUNTY and Others. No officers, members, or employees of the COUNTY, no member of its governing body, no other public official of the governing body of the locality or localities in which services for facilities under this Agreement are to be carried out, who exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of this Project, shall participate in any decision relating to this Agreement which affects their personal interest, or have any personal interest, direct or indirect, in this Agreement or the proceeds thereof.

Section 21. Interest of DEVELOPER. DEVELOPER covenants that it presently has no interest and shall not acquire an interest, direct, or indirect, which shall conflict with the performances or services required to be performed under this Agreement. Developer further covenants that in the performance of this Agreement, the DEVELOPER shall employ no person having any such interest.

Section 22. Covenant against Contingent Fees DEVELOPER warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for DEVELOPER, 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 DEVELOPER , any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this section, the COUNTY shall have the right, but not the duty, to terminate this Agreement without liability, and, at its discretion, to deduct from the Agreement such price, or otherwise recover the full amount of such fee, commission, percentage, gift or other consideration.

Section 23. Potential Conflicts of Interest. DEVELOPER is specifically aware of, and concurs with, the public need for the COUNTY to prohibit any potential conflicts of interest that may arise as a result of the execution of this Agreement. As a result, DEVELOPER has extensively reviewed all of its contracts, letters of agreement, and any other indication of commitment on its behalf to perform services for any client other than Hernando COUNTY, which could in any way present the reasonable possibility of an actual conflict of interest with Hernando COUNTY. DEVELOPER has not identified any such contracts., y.

In view of the potential of this Agreement being a long-term contractual relationship between the parties, DEVELOPER specifically agrees to comply with the following organizational requirements in performing its services under this Agreement:

(a) Direct supervision of DEVELOPER employees and agents under this Project shall be given by BILL OWEN, and the designated Project Managers assigned to each specific Project.

(b) DEVELOPER specifically warrants and agrees that any and all information, concepts, policies and regulations relating to the Project under this

Project Team, except as may be affected by Chapter 119, Florida Statutes. No dissemination of any such information by DEVELOPER shall be made until after clear written authorization to do so has been granted by the COUNTY, except as may be otherwise required by law or directed by COURT Orders and except for disclosures to DEVELOPER's legal counsel or accountants. Notice of such disclosures permitted hereunder shall be immediately given to the COUNTY.

Section 24. Records and Audits. If federal funds are used for any work under this Agreement, the Comptroller General of the United States, or any of his duly authorized representatives, shall have access to any books, documents, papers, and records of DEVELOPER which are directly pertinent to work performed under this Agreement, for purposes of making audit, examination, excerpts, and transcriptions.

The COUNTY and its auditors shall be entitled to audit the books and records of the DEVELOPER to the extent that such books and records relate to the performance of this Agreement. DEVELOPER agrees to maintain such records and accounts including all books, documents, papers, financial records and other evidences pertaining to work performed under this Agreement. Said records shall be made available at its office at all reasonable time during the term of this Agreement, and for three (3) years from the date of final payment under this Agreement, for audit or inspection by the COUNTY, or any of its duly authorized representatives, unless a shorter period is authorized by the COUNTY in writing.

Section 25. Equal Opportunity Employment. DEVELOPER agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfers; recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Section 26. Claims for Services. No claim for services rendered by DEVELOPER not specifically provided for in this Agreement will be honored by the COUNTY.

Section 27. Severability. If any of the provisions contained in this Agreement are held for any reason to be invalid, illegally, or unenforceable, such a holding shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Deleted: illegaly

Deleted: holdingshall

Section 28. Modifications or Amendments in Writing. No modification, amendment or alteration in terms or conditions contained herein shall be effective unless contained in a written document executed by the parties with the same formality as herein.

(a) Headings. The headings appearing in this Agreement are intended for convenience and reference only, and are not to be considered in construing this Agreement.

(b) Disclaimer of Joint Venture, Partnership and Agency. This Agreement shall not be interpreted or construed as creating an association, joint venture or partnership between COUNTY and DEVELOPER or Buyer or to impose any partnership obligation or liability upon such parties. Neither COUNTY nor DEVELOPER or Buyer shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, another party.

(c) Governing Law. All questions with respect to the construction of this Agreement and the rights and liabilities of the parties hereunder shall be determined in accordance with the laws of the State of Florida. Venue shall be in Hernando COUNTY, Florida.

(d) Amendment to Agreement. The COUNTY and DEVELOPER agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, deleted, modified, superseded or otherwise altered, except by written amendment executed by the parties hereto. Such amendment(s) are not valid, binding and enforceable unless signed by the Board of County Commissioners or by a COUNTY representative duly authorized by the Board of County Commissioners.

(e) Successors and Assigns. All of the terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the parties hereto and their respective successors and permitted assigns.

(f) DEVELOPER Right to Utilization Facility Design. It is acknowledged that the DEVELOPER and Buyer have or will have expended considerable time and expense in developing the design for the LFG Utilization Facility and associated electrical transmission, steam or LFG transmission lines, and, therefore, could consider such design to be proprietary. The COUNTY agrees on behalf of itself and its agents and representatives to maintain the proprietary nature of the design by not constructing like facilities without the written approval of the DEVELOPER and Buyer.

(g) Remedies Not Exclusive. The remedies in this Agreement are not exclusive and supplement any other remedies provided at law or in equity.

(h) Order of Precedence. In resolving inconsistencies among (2) or more components of this Agreement, precedence shall be given in the following order:

(1) Agreement

SIGNATURE BLOCK BEGINS ON PAGE 33

In Witness whereof, the parties hereto have made and executed this agreement on the day and year first written above.

ATTEST:

Board of County Commissioners
Hernando County, Florida

_____

By:_____

Date:

As authorized for execution by the Board of County Commissioners at its _____ 200_ meeting

Attest:

Timberline Energy, LLC, a Delaware Limited Liability Company

_____

By:_____
Gregory H. Tilden, President

Date:_____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY KW 4/16/07
County Attorney's Office

MEMORANDUM

TO: The Honorable Chairperson and Members of the Hernando County Board of County Commissioners

VIA: Gary Kuhl, County Administrator
Kent Weissinger, Hernando County Attorney's Office
Jim Gantt, Purchasing Department

FROM: David W. Horne, Assistant Utilities Director

DATE: March 6, 2007

Subj: Landfill Gas Project

BRIEF OVERVIEW:
Staff is requesting that the Board approve the execution of an unsolicited proposal contract from Timberline Energy, LLC of Golden, Colorado for the purchase of the landfill methane gas being generated at the Hernando County Northwest Solid Waste Facility Landfill. The gas will be utilized as an energy source within Hernando County at the site of Florida Rock.
The Hernando County Solid Waste Department is scheduled to install a gas flare during the construction phase of cell 3. This proposal and its timing are perfect relative to the landfill construction project.

BUDGET IMPACT:
No capital or operating costs to the County for the gas recovery system.
Projected annual revenues to the County are approx. $70,000/yr.
This equates to approx. $45K/yr for the gas and another $24K/yr in royalty payments. As the landfill continues to generate larger volumes of methane gas, revenues will continue to increase.

LEGAL IMPACT:
The County Attorney's office has reviewed the proposal and finds it to be in good order and the terms of the proposal are in the county's best interest. Per the Purchasing Department, Mr. Jim Gantt, the gas can be sold under the "disposal of surplus" statutes.

RECOMMENDED ACTION:
Staff recommends that the BOCC approve the execution of this contract. As a result of doing so, the County will immediately start generating revenues of $2,000/mo until the landfill gas system is operational.

ADMINISTRATIVE NOTE:
_____ Reviewed
_____ See attachment "MINUTES OF"

APR 24 2007 CONSENT AGENDA ITEM 10.

1002316732

HERNANDO TIMES

Published Daily

Brooksville, Hernando County, Florida

STATE OF FLORIDA
COUNTY OF HERNANDO } **S.S.**

Before the undersigned authority personally appeared **L. COMPTON** who on oath says that he/she is **Legal Clerk** of the Hernando Times, an edition of the ***St. Petersburg Times*** a daily newspaper published at Brooksville, in Hernando County, Florida; that the attached copy of advertisement, being a **Legal Notice** in the matter **RE: CLK07-17/WM** was published in said newspaper in the issues of **CLS Hernando , 4/3/07 4/10/07**

Affiant further says the said **Hernando Times, an edition of the ST. PETERSBURG TIMES** is a newspaper published at Brooksville, in said Hernando County, Florida: and that the said newspaper has heretofore been continuously published in said Hernando County, Florida:, each day and has been entered as second class mail matter at the post office in Brooksville, in said Hernando County, Florida:, for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he /she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the pupose of securing this advertisement for publication in the said newspaper.

L M Compton

Signature of Affiant

Sworn to and subscribed before me
this **10th** day of **April A.D.2007**

Mary Fanter
Commission # DD503974
Expires January 4, 2010
Bonded Troy Fain Insurance Inc 800-385-7019

Mary Fanter

Signature of Notary Public

Personally known X or produced indentification ___

Type of indentification produced _____

CLK07-17/WM

NOTICE OF INTENT TO CONTRACT FOR DISPOSAL OF SURPLUS CONSUMABLE PROPERTY (LANDFILL GAS)

NOTICE IS HEREBY GIVEN, that the Hernando County Board of County Commissioners ("Board") will consider approval of a contract to sell certain surplus consumable property (landfill gas) to the proposer of the contract, on **April 17,2007, at 9:00 a.m.**, or as soon thereafter as the matter may be heard, at a regularly scheduled meeting in the Board meeting room of the Government Center, 20 N. Main Street, Brooksville, Florida. The circumstances and essential terms of the contract are as follows:

The County's Solid Waste Division has received an unsolicited proposal contract from Timberline Energy, LLC of Golden, Colorado, for the purchase of the landfill methane gas being generated at the Hernando County Northwest Solid Waste Facility Landfill. The gas is to be used as an energy source within Hernando County at the site of Florida Rock. Certain off-site infrastructure NOT owned by the County is in place to facilitate gas transport. The contract as proposed requires no capital or operating costs to the County for the gas recovery system. Projected annual revenues to the County would approximate $70,000/year, or about $45,000 for the gas and another $24,000 in royalty payments, with revenues increasing as landfill gas output increases.

YOU ARE FURTHER ADVISED that the proposed contract may be inspected and copied during regular business hours by contacting David Horne, Solid Waste Director, Northwest Solid Waste Management Facility, 14450 Landfill Road, Brooksville, FL 34614, (352) 754-4112. Although not required by law or ordinance, staff to the Board has elected to treat this proposal in a manner similar to the procedure for sale of real property pursuant to s. 2-140, Hernando County Code of Ordinances. Accordingly, the Board will consider all written offers to purchase the described property and has the power to determine which of two or more competing written offers provide the most favorable combination of price and terms as to serve the best interest of the County, in the sole discretion of the Board.

Any such competing written offers must be received by the above-named custodian of the proposed contract at the address and location stated, prior to 9:00 a.m., April 16, 2007. Interested persons, whether making an offer or not, may submit comments or objections in writing for circulation to Board members prior to the regular meeting at which action is scheduled by mailing or delivering such comments or objections to the Hernando County Board of County Commissioners, 20 N. Main Street, Room 460, Brooksville FL 34601, with copies to David Horne, Solid Waste Director, 14450 Landfill Road, Brooksville, FL 34614; and to Kent L. Weissinger, Assistant County Attorney, 20 N. Main St., Room 462, Brooksville FL 34601.

The Board shall consider any and all offers to purchase the above described surplus consumable property at the time and place set forth above, on the date set forth above. The Board reserves the right and power to postpone consideration of any and all offers to another date, time and place announced at the advertised meeting, and no further advertisement or publication shall be required.

BOARD OF COUNTY COMMISSIONERS, HERNANDO COUNTY, FLORIDA
/s/ Karen Nicolai (002316732)
Karen Nicolai, Clerk

LANDFILL GAS PURCHASE AGREEMENT

THIS LANDFILL GAS PURCHASE AGREEMENT ("Agreement"), made and entered into this 27th day of March, 2007, by and between **TIMBERLINE ENERGY, LLC,** a Delaware Limited Liability Company, doing business at 14520 West Archer Drive, Golden, Colorado, 80401, hereinafter referred to as the "DEVELOPER" and **HERNANDO COUNTY,** a political subdivision of the State of Florida, by and through its Board of County Commissioners, whose address is 20 N. Main Street, Room 460, Brooksville, Florida 34601 Florida hereinafter referred to as "COUNTY";

WITNESSETH:

WHEREAS, the COUNTY is authorized to construct, acquire, improve, maintain, and operate its Solid Waste Management Facilities in the COUNTY; and

WHEREAS, the COUNTY has constructed an active landfill gas ("LFG") collection and flaring system at the Hernando County Northwest Solid Waste Management Facility ("Landfill") in order to remain in compliance with applicable federal, state, and local laws and regulations, and to control landfill gas migration and atmospheric emissions, including odors; and

WHEREAS, the COUNTY plans to construct subsequent expansions to the LFG Management System; and

WHEREAS, the COUNTY recognizes that the use of recovered LFG is of environmental and economic benefit to the COUNTY; and

WHEREAS, the COUNTY desires to enter an Agreement with the DEVELOPER whereby the DEVELOPER would make certain payments to the COUNTY for the rights to and sale of LFG to a Buyer.

NOW, THEREFORE, in consideration of the premises and mutual promises and conditions contained herein, it is mutually agreed between the parties as follows:

Section 1. Definitions. Unless the context indicates otherwise, as used herein, the terms set forth below shall be defined as follows:

(a) Beneficial End Use Product means products derived from LFG that may include, but are not limited to: processed LFG, pipeline quality LFG, electric power, thermal energy, CO_2, or any two or more of the foregoing. The use of such products shall result in a tangible financial gain for the COUNTY.

(b) British Thermal Unit (BTU) means the quantity of heat necessary to raise the temperature of one pound of water one degree Fahrenheit, for example from 58.5 to 59.5 degrees Fahrenheit, under standard pressure of 30 inches of mercury at or near its

point of maximum density. One BTU equals 252 calories, (gram), 778 foot-pounds, 1,055 joules, 2.931 10^{-4} kWh, or .293 watt hours.

(c) BTU per Cubic Foot means a measure of the heat available or released when one cubic foot of gas is burned. Landfill Gas has an expected value of 500 to 600 BTU per Cubic Foot.

(d) Buyer means the party or parties to which DEVELOPER will sell a Beneficial End Use Product derived from the recovery and/or processing of LFG.

(e) Commercial Operations means from the date when the DEVELOPER's LFG Utilization Facility begins deliveries of a Beneficial End Use Product to a Buyer.

(f) Commercial Quantities means an economically viable quantity of LFG (minimum of one (1) standard cubic feet per minute (scfm) provided by the COUNTY at the Delivery Point pursuant to this Agreement).

(g) Condensate means the liquid formed from the condensing of the vapors that occurs during the collection, transportation, and processing of LFG.

(h) Day means a calendar day.

(i) Delivery Point(s) means the point(s) at which the LFG enters the DEVELOPER's header or connection piping for delivery to the DEVELOPER's LFG Utilization Facility. The point(s) are located at or near the COUNTY's Flare Station facilities.

(j) Flare Stations means the equipment and appurtenances used to incinerate LFG. The Flare Stations are used to incinerate LFG in conformance with applicable federal, state, and local rules and regulations, and to control odors.

(k) Force Majeure means acts of God; winds, hurricanes, tornadoes, fires, epidemics, landslides, floods; strikes, lock-outs, acts of public enemies; insurrections; explosions; a change in law not due to improper conduct or to any negligent or intentional act or omission; or any cause or event, not reasonably within the control of the party claiming Force Majeure except for the financial inability of such party caused by factors other than any of the foregoing.

(l) Heating Value means the amount of heat produced by the complete combustion of a unity quantity of fuel. The gross or higher heating valve (HHV) is that which is obtained when all of the products of combustion are cooled to the temperature existing before combustion, the water vapor formed during combustion is condensed, and all the necessary corrections have been made. The net or lower heating valve (LHV) is obtained by subtracting the latent heat of vaporization of the water vapor, formed by the combustion of the hydrogen in the fuel, from the gross or higher healing value.

(m) Landfill means the Hernando County Northwest Solid Waste Management Facility located at14450 Landfill Road, Brooksville, Florida where Class I and Class III wastes are permanently deposited in solid waste disposal units.

(n) Landfill Gas (LFG) means any and all gases resulting from the decomposition of refuse material within the Landfill, consisting principally of methane, carbon dioxide and traces of other constituent gases.

(o) LFG Management System means the network of LFG recovery wells and interconnecting pipes together with attendant valves, condensate sumps and pumps, monitoring devices and other related equipment installed for the purpose of extracting, collecting, and transporting LFG to the Delivery Point(s).

(p) LFG Purchase Agreement means this Agreement between the COUNTY and DEVELOPER for: the construction and operation of DEVELOPER's LFG Utilization Facility; the connection to the Delivery Point(s) for the recovery and utilization of LFG; and the purchase of the LFG provided by the COUNTY at the Delivery Point(s).

(q) LFG Utilization Facility means the DEVELOPER's building or enclosure and equipment required for the processing and delivery of the Beneficial End Use Product to the Buyer, such equipment may include, but is not limited to, compression equipment, an oil and gas cooler, a condensate knockout tank, scrub areas, generating equipment, electric generation and related facilities.

(r) LFG Utilization Facility Site means an area located within the Landfill property upon which the DEVELOPER may access, install, and construct the LFG Utilization Facility. The LFG Utilization Facility Site shall be at a site mutually agreed to by the COUNTY and DEVELOPER.

(s) Leachate means the liquid that has passed through or emerged from solid waste and may contain soluble, suspended, or miscible materials.

(t) Utility Interface (i) in the case where LFG is used to generate electric power, this term shall mean the step-up transformer, metering facilities, protection circuitry, transmission lines, poles, and any other equipment necessary to interconnect the LFG Utilization Facility with the grid of the electric utility in whose franchise area the Landfill is located, or (ii) in the case where LFG is converted to other beneficial products, this term shall mean the metering facilities, pipelines, valves and any other equipment necessary to interconnect the LFG Utilization Facility with the transmission or distribution pipelines or other facility of the electric utility, pipeline company, or other Buyer.

Section 2. Rights Granted to DEVELOPER. Subject to the limitations and other provisions of this Agreement, COUNTY hereby grants to DEVELOPER the following:

(a) Landfill Gas. Developer has the right and license to connect, process, sell, and utilize the LFG that is generated from the Landfill and other contiguous landfill expansion areas and delivered to the Buyer during the term of this Agreement. It shall be the DEVELOPER's responsibility to connect and utilize all LFG made available by the COUNTY for direct sale as fuel or conversion to a Beneficial End Use Product for sale to a Buyer. Title to and risk of loss for the LFG will pass to Buyer. DEVELOPER shall have the exclusive right to claim and utilize any emission allowances and reduction credits that may be associated with LFG.

(b) Site of LFG Utilization Facility. In accordance with the provisions of this Agreement, the COUNTY will make available to DEVELOPER an area located within the Landfill property mutually agreeable to the COUNTY and DEVELOPER an area located within the Landfill property mutually agreeable to the COUNTY and DEVELOPER, by license, as required by DEVELOPER for construction of a LFG Utilization Facility and site improvements, commencing as of the effective date of this Agreement and terminating at the termination of this Agreement. COUNTY hereby covenants (i) that it has title to the LFG Utilization Facility Site in fee and (ii) that DEVELOPER shall have exclusive use of the LFG Utilization Facility Site during the term of this Agreement so long as DEVELOPER is not in default of its obligations under this Agreement.

(c) Access. COUNTY will make available to the DEVELOPER access to the LFG Utilization Facility Site for construction, installation, operation, and maintenance of the DEVELOPER's supplied facility equipment, transmission lines, sewer, electric, water, and telephone lines that are necessary for the operation of the facility.

Section 3. Obligations of COUNTY.

(a) Obligation. The Developer will design and install the initial wells and collection system. The COUNTY shall design, construct, upgrade, expand, operate, and maintain the LFG Management System and provide additional blowers and flares to the COUNTY's Flare Stations as needed to maintain compliance with federal and state regulations. The COUNTY will consult with the DEVELOPER on the placement and configuration of the LFG extraction wells and other equipment required to meet such regulations, in an effort to enhance the beneficial use of the LFG and the overall operation of the LFG Management System. The DEVELOPER's comments shall not be binding on the COUNTY.

Subject to these limitations and other provisions of this Agreement, COUNTY shall:

(1) Cooperate in the construction, development, and operation of the Landfill so as to enhance the production of LFG, while controlling odors and maintaining compliance with all applicable regulations;

Deleted: cooperate

(2) Not interfere with the DEVELOPER's operation and maintenance of the LFG Utilization Facility, providing DEVELOPER is complying with all applicable laws and regulations;

Deleted: not

(3) instruct its independent contractors, agents and employees to comply with Sections 3(a) (1) and (2) described above;

Deleted:)(

(4) Promptly repair at its expense, major cracks, fissures, erosion or physical changes in the Landfill which have an adverse effect on the production of LFG or on the LFG Management System in accordance with applicable LFG regulations;

Deleted: promptly

(5) comply with applicable federal, state and local laws, rules, ordinances and regulations relating to or regulating the construction and operation of the Landfill except for said responsibilities of the DEVELOPER as established under this Agreement; and

(6) maintain consistent cover on the Landfill to meet current federal and state requirements.

(b) Access to the DEVELOPER's Facilities. Access to the DEVELOPER's LFG Utilization Facility shall be by the established entranceway to the Landfill via the scalehouse. The COUNTY shall take appropriate steps to ensure that this access route to the LFG Utilization Facility is available to the DEVELOPER at all times (i.e., 24 hours per day, 7 days per week). When utilizing the access route, the DEVELOPER shall abide by all of the applicable policies and safety regulations of the COUNTY. In certain cases, such as ..., the COUNTY will notify the DEVELOPER of the need to enter the DEVELOPER's premises.

(c) Documents. As reasonably requested by DEVELOPER, COUNTY shall:

(1) allow DEVELOPER to inspect, in accordance with Chapter 119, Florida Statutes, any documents in its possession regarding LFG production from the Landfill, the quantity, age, and type of refuse in the Landfill, tipping records, etc.; and

(2) allow DEVELOPER to inspect, in accordance with Chapter 119, Florida Statutes, any environmental information, environmental impact reports or studies, permits or permit applications, zoning information including variances or variance applications, and any other available data relating to the Landfill and COUNTY's or DEVELOPER's activities contemplated in this Agreement, and allow DEVELOPER to copy any such material or documents as may be in COUNTY's possession.

(d) Good Faith. COUNTY shall perform its obligations hereunder in good faith and acting reasonably, cooperate with DEVELOPER so that DEVELOPER can meet its responsibilities and obligations under this Agreement.

(e) Caveats. Notwithstanding any portion of this Agreement to the contrary, it is understood and agreed to by DEVELOPER that the COUNTY does not warrant or guarantee the rates of production, the chemical composition, or heating content of the LFG from the Landfill. DEVELOPER is relying on its own calculations and evaluation of the Landfill in this regard.

Section 4. Obligations of DEVELOPER. Deleted: of DEVELOPER

(a) Obligations. The operation of the LFG Utilization Facility and any other activity of DEVELOPER shall not interfere with the management and operational requirements of the Landfill. The DEVELOPER shall design, construct, operate, and maintain the initial gas wells and gas collection system portion of the LFG Management System. The County shall be responsible for providing blowers and flares to the COUNTY's Flare Stations as needed to maintain compliance with federal and state regulations. The DEVELOPER will consult with the COUNTY on the placement and configuration of the LFG extraction wells and other equipment.

(b) LFG Utilization Facility. DEVELOPER shall, at its sole expense, permit, design, install, construct, operate, replace, expand, upgrade, and maintain the LFG Utilization Facility required for the processing and delivery of the Beneficial End Use Product to the Buyer. The design, installation, construction, operation, replacement, expansion, upgrade, if any, and maintenance of such LFG Utilization Facility shall be in accordance with federal, state, and local requirements, and industry standards.

(c) Delivery Point(s). DEVELOPER shall, at its sole expense, provide and install:

(1) Header piping, connection piping, valves, pipe supports, and any other auxiliary items from the DEVELOPER's LFG Utilization Facility to the Delivery Point(s).

(2) A tee, valve, and blind flange at the Delivery Point(s) for the purpose of connecting to the COUNTY's LFG Management System.

(3) Any needed blower booster(s) or blower(s) to manage the flow of LFG from the Delivery Point(s) to the LFG Utilization Facility.

(4) For the COUNTY's use, the DEVELOPER, at its own expense shall install, operate and maintain flow meter(s), , and continuous recorder near the Delivery Point(s) for the purpose of determining the quantity and methane content of LFG delivered to the DEVELOPER. The COUNTY and DEVELOPER shall mutually select the final location for the flow meter(s). Flow meter(s) shall be calibrated quarterly by the COUNTY's representative certified to perform such calibrations. The DEVELOPER may independently pay for calibration of the meter(s) by a third party certified to perform such calibrations with consent from the COUNTY. The DEVELOPER shall analyze the COUNTY's LFG daily for the content of methane and Deleted: flowmeter

other constituents deemed necessary by the parties. Periodically, the COUNTY may independently arrange and pay for the sampling and analysis of the gas by an appropriately certified laboratory. If the County's and the DEVELOPER's analysis differ by less than ten percent (10%), the results shall be averaged for purposes of this section. If the results differ by more than ten percent (10%), the COUNTY and the DEVELOPER shall arrange for sampling by a mutually agreed upon third party laboratory.. The COUNTY and the DEVELOPER shall share equally in the cost of the third party laboratory.

(d) Commercial Operations. DEVELOPER shall commence Commercial Operations within 18 months from the effective date of this Agreement.

(e) Operations. In addition to the following, DEVELOPER shall operate the LFG Utilization Facility in accordance with the Wellfield Maintenance Agreement of even date herewith attached hereto and incorporated herein as Exhibit "A". DEVELOPER shall:

(1) Operate the LFG Utilization Facility, and all associated DEVELOPER supplied equipment in a prudent manner in accordance with good engineering practices and in a manner consistent with industry standards.

(2) Maintain the LFG Utilization Facility, COUNTY's Flare Station(s), and all associated DEVELOPER supplied equipment in good working order throughout the term of this Agreement.

(3) Repair the LFG Utilization Facility, COUNTY's Flare Station(s), and all associated DEVELOPER supplied equipment, as necessary, to restore normal operations and system redundancies to ensure compliance with the terms of this Agreement.

(4) Maximize the use of the available LFG from the COUNTY and sell and deliver Beneficial End Use Product to a Buyer.

(5) Maintain a constant and balanced draw from the COUNTY's LFG Management System in order for the COUNTY to maintain a balance of their system.

(6) Maintain air emissions generated by the operations to any applicable standards or permits.

(7) Flare all LFG that may be available due to excess quantity, scheduled and unscheduled maintenance, or shut-off by Buyer. Meet permit requirements, control odors, operate, repair, and maintain the COUNTY's Flare Station(s).

(8) Control on-site odors from the DEVELOPER's facilities in order to control on-site and off-site impacts in accordance with applicable standards, ordinances, permits, rules and regulation.

(9) Maintain noise levels from the operation of the DEVELOPER's facilities at any point of the Landfill site boundary in accordance with Section 30.1302 of the COUNTY's landfill operation.

(10) Control and dispose of all wastes generated from the DEVELOPER's facilities according to current environmental regulations, including gas condensate and waste cooling water.

(11) Comply with all applicable federal, state, and local laws, rules, ordinances and regulations and any other said responsibilities of the DEVELOPER as established under this Agreement.

(12) Provide information to COUNTY, as necessary, for COUNTY to comply with New Source Performance Standards (NSPS) reporting requirements, or other regulatory reporting requirement.

(13) Comply with annual inspection and implement recommendations made by the COUNTY's consulting engineer on annual inspection of the flare and facility property.

(f) Good Faith. DEVELOPER shall perform its obligations hereunder in good faith and acting reasonably, cooperate fully with COUNTY so that COUNTY can meet its responsibilities and obligation under this Agreement. DEVELOPER shall comply with all laws and regulations applicable to the work being performed under this Agreement.

(g) Design Review. DEVELOPER shall submit to COUNTY for review, comment and approval all design documents relating to the implementation of this Agreement including plans, specifications and drawings for the procurement, installation, and construction of the LFG Utilization Facility during the term of this Agreement. Any such review, comment and approval will not be unreasonably withheld. The purpose of such review is to ensure that the facilities constructed on the COUNTY's property will not interfere with the COUNTY's operations, and will comply with all applicable laws (e.g., permitting, zoning, and environmental requirements), as well as the provisions of this Agreement. The COUNTY shall not have the right to review or approve any proprietary information, or to approve the detailed terms of DEVELOPER's design documents, but COUNTY may provide comments to DEVELOPER on such design, and DEVELOPER agrees to make such changes as may be necessary to comply with COUNTY's requirements. If changes to these design documents are made, DEVELOPER will submit such changes to the COUNTY for review and COUNTY shall notify DEVELOPER in a reasonable time (such time in no event to exceed thirty (30) days) of its comments on such changes. Any recommendation of rejection shall be reasonable, based on the design standards set forth in this Agreement and accompanied by a detailed

Deleted: deisgn

explanation of the reasons for the rejection. County will also propose reasonable alternatives to DEVELOPER to eliminate the reasons for the rejection. COUNTY and DEVELOPER recognize that delays in the construction of these systems may delay DEVELOPER's construction schedule. Therefore, COUNTY and DEVELOPER agree to exercise reasonable efforts to expedite the review and approval process. DEVELOPER will provide COUNTY with a complete set of "as built" plans for the DEVELOPER's LFG Utilization Facility. The review process described in this paragraph does not relieve the DEVELOPER of its obligations to obtain the required building permits and site plan review approval, or any other local, state or federal approvals required for the DEVELOPER's LFG Utilization Facility.

Neither the COUNTY's authority to review and approve design documents relating to the implementation of this Agreement nor any decision made by the COUNTY in good faith in conjunction with such review and approval shall give rise to any duty or responsibility of COUNTY to DEVELOPER, any subcontractor, any supplier, or any other person or organization performing any of the work, or to any surety for any of them.

The COUNTY's actions pursuant to this section shall not create any vested rights for the DEVELOPER. Nothing in this Agreement shall be construed to eliminate the need for the DEVELOPER to comply with all applicable laws and regulations.

(h) Permits. DEVELOPER shall, at its own expense, prepare and file permit applications and diligently prosecute the processing of such permit application for the purpose of obtaining all environmental and other permits which are required under applicable local, state, and federal laws and regulations for the construction, installation, and operation of the LFG Utilization Facility, associated electrical transmission lines, an/or steam, or LFG transmission pipelines, on and off-site. In connection therewith, the COUNTY agrees to make available to the DEVELOPER all known public records within the COUNTY's possession of environmental information reports, environmental impact reports, air impact assessment studies, copies of all environmental applications filed, and other available data relating to and used in connection with obtaining any environmental permits necessary for the installation and operation of any equipment or the conducting of any other activities at the Landfill.

Any permit modifications or applications that may affect existing COUNTY permits shall be submitted to the COUNTY for review and comment prior to submission to the applicable regulatory agency. The DEVELOPER shall incorporate any comments from the COUNTY subsequent to final review by the COUNTY and re-submit to COUNTY for final approval, authorization, and signature.

Deleted: to the

(i) Laws and Regulations. The DEVELOPER must agree to abide by and conduct its programs and provide its services in compliance with the applicable provisions of:

- Florida Worker's Compensation Statutes and Regulations, Florida Statutes, Chapter 440 and Florida Administrative Code (F.A.C), Rule 38F
- Florida Workplace Safety and Health Regulations, F.A.C – Rule 38I
- Federal Civil Rights Act of 1866
- Federal Civil Rights Act of 1871
- Federal Equal Pay Act of 1963
- Federal Civil Rights Act of 1964
- Federal Age Discrimination and Employment Acts of 1967
- Federal Rehabilitation Act of 1973
- Federal Americans with Disabilities Act of 1990
- Federal Civil Rights Act of 1991
- Florida Civil Rights Act of 1992
- American National Standards Institute
- National Fire Protection Association
- Occupational Safety and Health Act, Code of Federal Regulation, Chapter 29, Parts 1910 and 1926, General Industry Standards and Construction Industry Standards, as amended, with particular attention to the Hazard Communications, Trenching and Shoring and Confined Space Entry Standards.
- All other applicable ordinances, statutes, laws and amendments thereto.

The DEVELOPER is presumed to be familiar with all applicable federal, state and local laws, ordinances, code rules and regulations that may in any way affect the work.

(j) Site Security. The LFG Utilization Facility Site shall be fenced and gated and locked during construction and operations. The fencing shall contain signage on each side, warning of any hazards and providing telephone numbers for notification of emergency situations. Employees of the COUNTY shall not be permitted on the LFG Utilization Facility Site, except in the event of an emergency or disaster, unless accompanied by an authorized employee of the DEVELOPER. Subject to the exemptions included in this subsection for entry onto the LFG Utilization Facility Site, the COUNTY's employees shall not enter the site unless:

(1) DEVELOPER's employee is on the site at the same time, or

(2) DEVELOPER requests assistance from the COUNTY or a duly authorized representative, or

(3) It is necessary for the COUNTY to collect samples from the discharges of the DEVELOPER's facility, or

(4) A situation that requires immediate attention. The COUNTY will notify the DEVELOPER within 24 hours of entrance onto the DEVELOPER's site.

The fencing, gating, and site security requirements of this subsection shall be limited to the DEVELOPER's LFG Utilization Facility Site.

(k) Project Plan. The DEVELOPER must prepare and submit to the County a preliminary Project Plan for the LFG Utilization Facility Project, during the construction process. The Plan will cover a number of aspects of the DEVELOPER's operations and will include at a minimum;

- Testing requirements for startup of the LFG Utilization Facility;
- LFG Utilization Facility Operating Plan that demonstrates at a minimum the facility's ability to process the initial LFG flows (LFG available from the COUNTY at startup of the Facility) from the Landfill;
- Reporting requirements to governmental agencies for permits associated with LFG Utilization Facility;
- Testing and monitoring procedures of the LFG Utilization Facility to assure compliance with permit conditions;
- An Emergency, Disaster and Safety Plan

The Project Plan will be finalized and accepted by the County prior to the startup of the LFG Utilization Facility. Once accepted by the COUNTY, the DEVELOPER is obligated to adhere to the Plan. Deviations from the plan are only permissible if they are made in writing to the COUNTY and accepted in writing by the COUNTY. Operations will commence after completion of the startup period and approval of the Project Plan by the COUNTY.

(l) Project Schedule. The DEVELOPER shall be responsible for developing and keeping current a project schedule for each of the elements of the LFG Utilization Facility construction which show: the sequence of project development, permitting, design, construction, startup, and commencement of operations, system testing, and monitoring, and reporting to governmental agencies. The COUNTY will review and accept the Project Schedule before any construction shall commence. The COUNTY will be informed of monthly progress and changes in the schedule by the DEVELOPER.

Deleted: commencement

(m) Transmission Line. Any off-site pipeline or transmission line to the Buyer's premises shall comply with and be included within the requirements and liabilities assumed by the DEVELOPER under this Agreement. Any portion of the pipeline or transmission line on public right of way shall be clearly marked according to industry or governmental standards. The depth of the pipeline or transmission line shall comply with local permitting code and/or State law whichever is applicable.

Section 5. Term.

(a) Agreement Term. This Agreement shall have a term of twenty (20) years which shall begin on the date when the DEVELOPER commences Commercial Operations of the LFG Utilization Facility, consistent with the provisions of this Agreement. At the end of the term, this Agreement shall terminate, unless extended by mutual written agreement of the COUNTY and DEVELOPER, provided that the party

wishing to extend gives the other at least one hundred eighty (180) days written notice of such desire. The term of this Agreement also may be extended if and when the COUNTY adds additional LFG extraction wells in the Landfill and the DEVELOPER agrees to expend additional capital funds to increase the capacity of its LFG Utilization Facility, provided the COUNTY and the DEVELOPER consent in writing to the extension. If the County does not renew the agreement then the DEVELOPER will be reimbursed for the cost of the wells and collection system installed by DEVELOPER.

(b) Effective Date. This agreement shall become effective on the day it is executed by a duly authorized representative of the COUNTY. Until the effect date, this Agreement shall be of no force or effect.

Section 6. Payment.

(a) Initial Payment for LFG Rights. DEVELOPER shall pay the COUNTY a lump sum of Five Thousand and No/100 Dollars ($5,000.00) within ninety (90) days of the effective date of this Agreement, or upon financing the LFG Utilization Facility, whichever comes first. This lump sum payment to the COUNTY shall constitute the DEVELOPER's payment for an exclusive right to and use of LFG from the Landfill.

(b) Payment for LFG Delivered. DEVELOPER shall pay the COUNTY a 3% royalty for all gross revenue derived from the sale of the landfill gas, CO2, emissions credits or other products. The royalty shall increase to 6% for all landfill gas btu's above 110,000 btu/year.

(c) If the Developer is operating the wells and gas collection system, the Developer will deducted $2,000/month from the royalty payment. However at no time will the royalty payment minus the $2,000/month deduction be less than $1,000/month.

(e) Payment Due Date. All monies due to the COUNTY on a monthly payment basis shall be payable in arrears along with documentation of revenues monthly payment are due on or before the twenty-fifth (25^{th}) day of the calendar month following the month in which DEVELOPER actually receives revenues from its sale of the Beneficial End Use Products converted from the LFG from the Landfill. The COUNTY shall have the right to inspect, copy, and audit during reasonable business hours the sale journal and any other pertinent books and records of the DEVELOPER relating to the calculations of the revenues upon which the payment of LFG delivered will be based or any other payment to the COUNTY. If the above indexes are not available for any reason, the parties shall mutually agree on the use of a replacement index or indexes.

(f) Tax and Emission Credits. If any federal, state, or local tax or emission credits become available, DEVELOPER shall pay a fee to the COUNTY for any tax or emission credits received by the DEVELOPER for the LFG Utilization Facility. The fee shall be equal to the royalty amount.

(g) Utility Interface Costs. The DEVELOPER is solely responsible to pay for all utility interface costs.

Section 7. Financing. COUNTY acknowledges that DEVELOPER may desire to finance some or all of the equipment or personal property required to undertake work to be performed under this Agreement and hereby consents to any encumbrance or lien on the machinery, equipment, fixtures, and buildings that make up the LFG Utilization Facility and Utility Interface for the purpose of obtaining such financing, provided:

(a) DEVELOPER shall give COUNTY notice of the existence of such encumbrance or lien together with the name and address of the holder of such encumbrance or lien, and a copy of the encumbrance or lien.

(b) That the existence of such encumbrance or lien shall not relieve DEVELOPER from any liability or responsibility for the performance of its obligations under this Agreement.

Under no circumstances shall DEVELOPER cause any mortgage or lien to exist on the COUNTY property, Landfill, access road, or LFG Utilization Facility Site, and no security interests may be granted in any underground transmission lines, pipelines, or underground equipment or fixtures associated with the project.

Section 8. General Obligations.

(a) Planning and Expansion. DEVELOPER recognizes that future development of the COUNTY Landfill may include additional facilities. COUNTY and DEVELOPER agree to exchange information on a regular basis for planning and coordination of all activities to promote the safe and orderly development and operation of the Landfill.

(b) Interests Retained by COUNTY. All materials, minerals, water, natural gas, and other items existing in, on, or under the Landfill (including, but not limited to, the refuse, cell liners, leachate, condensate, and waste spoilage removed from Landfill during construction of LFG Management System and cover) shall at all times remain the property of COUNTY.

(c) Independent Contractor. In the performance of any activities pursuant to this Agreement, the DEVELOPER will be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the COUNTY. The Developer shall be solely responsible for the means, methods, sequences, and procedures utilized by the DEVELOPER. None of the Developer's employees, officers, agents, or any other individual directed to act on behalf of the DEVELOPER for any act related to the Agreement shall represent, act, purport to act, or be deemed to be the agent, representative, employee or servant of the COUNTY.

Deleted: Developer's employees

(d) Condensate. The DEVELOPER is responsible for the collection and removal of condensate from the DEVELOPER's condensate sumps, DEVELOPER's condensate knockout vessel(s) and the LFG Utilization FACILITY, and the proper handling and delivery of the condensate to the COUNTY's leachate collection system (leachate manhole) or leachate storage tanks. The COUNTY shall have the right to collect and test samples from the DEVELOPER's facilities before discharging into the COUNTY's facilities.

(e) Gas Migration and Emissions. DEVELOPER and COUNTY acknowledge that the primary objective of the LFG Management System is and will continue to be to control LFG migration, emissions and odors, in order to meet all local, state and federal regulatory requirements and the requirements of existing and future landfill permits. DEVELOPER shall operate the LFG Utilization Facility in a manner that is conducive to this primary objective.

FURTHERMORE the COUNTY is to provide all of the needed LFG Management System components and all replacement, expansions, and additions and the operation thereof to collect the LFG generated at the Landfill to the greatest extent possible so that (i) the operation of the Landfill will remain in compliance with applicable federal, state and local laws and regulations, and (ii) the operation of the Landfill will control LFG migration and odors.

(f)

The COUNTY shall design, permit, construct and pay for any additional equipment or other improvements that are necessary to ensure compliance with applicable regulations due to (i) a change in applicable laws or regulations that occurs after the effective date of this Agreement or (ii) an expansion of or other change, provided that such failure is not caused by DEVELOPER's acts or omissions during DEVELOPER's maintenance, repair and operation.

(g) Non Waiver.

(1) The failure of either party to exercise any right shall not be considered a waiver of such right in the event of any further default or noncompliance.

(2) No action taken by COUNTY or DEVELOPER after the effective date of the termination of this Agreement pursuant to Section 14 in accepting one or more payments from the other or undertaking any other activity which would have been authorized by this Agreement but for its termination, shall be construed that this Agreement is not terminated or as a waiver of the termination.

(h) Inspections. COUNTY has the right to conduct inspections of the DEVELOPER's facilities to verify operations compliance, environmental compliance and

compliance with applicable local, state, and federal regulations and said responsibilities of this Agreement

Section 9. Limitations of Liability.

(a) Except as otherwise provided herein, COUNTY provides no warranties or guarantees, either expressed or implied, as to the amount or chemical composition of the LFG to be extracted and made available to the DEVELOPER at the Delivery Point(s) hereunder, including, but without limitation, any warranty of merchantability or fitness of the LFG for a particular purpose; provided, however, if the Landfill does not produce Commercial Quantities of LFG, DEVELOPER may terminate this Agreement as provided in Section 14(d).

(b) Provided DEVELOPER is complying with applicable laws and regulations, DEVELOPER will be solely responsible for the determination of the suitability of the LFG to be used under this Agreement for any and all purposes contemplated by DEVELOPER.

(c) Nothing contained within this Agreement shall be construed to mean that DEVELOPER has assumed any of COUNTY's responsibilities to comply with any environmental laws and regulations, whether federal, state, or local.

(d) In no event shall Developer be liable to COUNTY with respect to any claims arising from the ownership of the Landfill.

(e) COUNTY shall not be liable for damages, including consequential damages, loss of revenues and/or lost profits, for COUNTY employees' entry on the LFG Utilization Facility Site at the Landfill pursuant to Section 4(j) herein. Further, COUNTY shall not be liable for consequential damages, loss of revenues and/or lost profits for any reason whatsoever.

(f) DEVELOPER is liable for any fines and/or repair for any environmental damage due to the DEVELOPER's facilities construction and operations.

(g) Nothing contained in this Agreement constitutes a waiver of the COUNTY's sovereign immunity or the limitations on liability contained in Section 768.28, Florida Statutes.

Section 10. Indemnification. To the fullest extent permitted by Laws and Regulations, the selected DEVELOPER shall indemnify and hold harmless the COUNTY and the officers, directors, employees, agents and other consultants of the COUNTY from and against all claims, expenses, losses and damages (including but not limited to all fees and charges of the DEVELOPER, engineers, architects, attorneys and other professionals) caused by, arising out of or resulting from the performance of services, provided that any such claim, damage, loss or expense: (1) is attributable to bodily injury, sickness, disease, death, or personal injury, or to property damage including the loss of

use resulting there from, and (2) is cause in whole or in part by any act or omission of the DEVELOPER, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the services or anyone for whose acts any of them may be liable. The DEVELOPER agrees that it will pay the reasonable costs of the COUNTY's legal defense, including fees of attorneys as may be selected by the COUNTY and shall defend, satisfy, and pay any judgments which may be rendered against the COUNTY in connection with the above hold harmless agreement. The DEVELOPER acknowledges that specific consideration has been received for this hold harmless/indemnification provision.

The provisions of this Section 10 shall survive the termination of this Agreement.

Section 11. Insurance. Before starting and throughout the Term of this Agreement, the DEVELOPER shall procure and maintain insurance of the types and to the limits specified in Section A below.

The DEVELOPER shall require each of its Subcontractors, if any, to procure and maintain, until completion of that Subcontractor's work, insurance of types and to the limits specified in Section A (i) through (v) inclusive below. It shall be the responsibility of the DEVELOPER to ensure that all its Subcontractors meet these requirements.

(a) Coverage. Except as otherwise stated, the amount and types of insurance shall conform to the following minimum requirements.

(1) Workers' Compensation: Coverage to apply for all employees at the STATUTORY 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 USA Longshoremen & Harbor Workers Act, and Jones Act; in addition, the policy must include EMPLOYERS LIABILITY for limits of Five Hundred Thousand and N/100 Dollars ($500,00.00)/each accident; One Million and No/100 Dollars ($1,000,000.00)/disease – policy limit; Five Hundred Thousand and No/100 Dollars ($500,000.00)/disease – each employee, and a waiver of subrogation in favor of COUNTY, its agents, employees and officials.

(2) Commercial General Liability: Coverage must be afforded, under a per occurrence form policy, including Premise Operations, Independent Contractors, Products and Completed Operations, Broad Form Property Damage Endorsement, with a Hold Harmless and Named Additional Insured Endorsement in favor of the COUNTY for limits not less than Four Million and No/100 Dollars ($4,000,000.00)/general aggregate; Two Million and No/100 Dollars ($2,000,000.00)/products-completed operations (aggregate); Two Million and No/100 Dollars ($2,000,000.00)/personal injury and property damage liability; Two Million and No/100 Dollars ($2,000,000.00)/each occurrence; Fifty Thousand and No/100 Dollars ($50,000.00)/fire damage legal; Five Thousand and No/100 Dollars ($5,000.00)/medical payments.

(3) Business Auto Policy: Coverage must be afforded including coverage for all owned vehicles, hired/non-owned vehicles, with an Additional Named Insured Endorsement in favor of the COUNTY, for a combined single limit (bodily injury and property damage) of not less than One Million and No/100 Dollars ($1,000,000.00)/combined single limit (bodily limits; injury/property damage); personal injury protection/statutory One Million and No/100 Dollars ($1,000,000.00) /uninsured/underinsured motorist; One Million and No/100 Dollars ($1,000,000.00)/hired /non-owned auto liability.

(4) Builder's Risk /Installation Floater: When this agreement includes construction of or additions to above ground buildings or structures, or installation of machinery or equipment, Builder's Risk and/or Installation Floater coverage must be provided as follows:

(i) All Risk Coverage – All risk Coverage on a completed value form shall provide primary, non-contributory coverage with a waiver of subrogation in favor of the COUNTY.

(ii) Amount of Insurance – one-hundred percent (100%) of the completed value of such addition(s), building(s), or structure(s), or machinery and equipment.

(iii) Waiver of Occupancy Clause or Warranty – Policy must be specifically endorsed to eliminate any "Occupancy Clause" or similar warranty or representation that the building(s), addition(s), or structure(s) will not be occupied by the COUNTY.

(iv) Maximum Deductible – Five Thousand No/100 Dollars ($5,000.00) each claim. Higher deductibles are permitted subject to COUNTY approval.

(v) Additional Named Insured – The COUNTY must be included as an additional named insured.

(vi) Notice of Cancellation and/or Restriction – The policy must be specifically endorsed to provide the COUNTY with thirty (30) days' notice of cancellation and/or restriction.

(vii) Flood Insurance – When the buildings or structures are located within an identified special flood hazard area, flood insurance protecting the interest of the DEVELOPER and the COUNTY must be afforded for the lesser of the total insurable value of such buildings or structures, or the maximum amount of floor insurance coverage available under the National Flood Insurance Program.

OR

(5) Property Insurance Coverage: When construction of any above ground building or structure, or installation of machinery or equipment is complete, coverage must be provided as follows:

(i) All Risk Coverage – All Risk Coverage on a completed value from shall provide primary, non-contributory coverage with a waiver of subrogation in favor of the COUNTY.

(ii) Amount of Insurance – one hundred (100%) of the "replacement cost value."

(iii) Maximum Deductible – Five Thousand and No/100 Dollars ($5,000.00) each claim. Higher deductibles are permitted subject to COUNTY approval.

(iv) Additional Named Insured – The COUNTY must be included as an additional named insured.

(v) Notice of Cancellation and/or Restriction – The policy must be specifically endorsed to provide the COUNTY with thirty (30) days' notice of cancellation.

(vi) Flood Insurance – When the buildings or structures are located within an identified special flood hazard area, flood insurance protecting the interest of the Contractor must be afforded for the lesser of the total insurable value of such buildings or structures, or the maximum amount of flood insurance coverage available under the National Flood Insurance Program.

(6) Environmental Impairment Insurance: Coverage shall be provided and maintained as a separate policy for One Million Dollars and No/100 Dollars ($1,000,000.00) per occurrence; Two Million Dollars and No/100 Dollars ($2,000,000.00) aggregate.

(7) Business Interruption: Coverage shall be maintained in an amount sufficient to cover COUNTY's loss of revenues or consequential damages for the period of time it would take to repair or replace the damage or loss that caused said loss or damage.

(b) Waiver of Subrogation/Cause of Action. DEVELOPER agrees to waive any rights of recovery against the COUNTY for damage or loss to DEVELOPER's property or other asset, and any loss of revenue or consequential damages, howsoever caused, and agrees to require appropriate waivers of subrogation from its insurance companies.

(c) Certificates of Insurance. Certificates of all insurance required from the Developer shall be filed with the COUNTY as the Certificate Holder, before operations are commenced. The insurance indicated on the Certificate shall be subject to its approval for adequacy and protection. The certificate will state the types of coverage provided, limits of liability, and expiration dates. The COUNTY shall be identified as an Additional Named Insured for each type of coverage required by Section A (2) through A (6) above. The required certificates of insurance may refer specifically to this Agreement and the above sections in accordance with which such insurance is being furnished, and may state that such insurance is as required by such sections of this Agreement.

The DEVELOPER shall provide a Certificate of Insurance to the County with a thirty (30) days' notice of cancellation. In addition, the County will be shown as Additional Named Insured, with a Hold Harmless Agreement in favor of the COUNTY, where applicable. The certificate should also indicate if coverage is provided under a "claims made" or "per 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 as the Agreement (original date if Agreement is renewed) or prior.

If the initial insurance expires prior to the completion of work, renewal certificates and/or required copies of policies shall be furnished thirty (30) days prior to the date of their expiration.

Section 12. Removal and Restoration.

(a) Ownership of Equipment. Except as otherwise provided in this Agreement, the LFG Utilization Facility and related equipment shall remain the personal property and/or responsibility of DEVELOPER (collectively "DEVELOPER's Equipment"), notwithstanding the above, however, no equipment shall be removed that will affect the operations of the COUNTY's Flare Stations needed to remain in compliance with applicable federal, state, and local laws and regulations, and to control landfill gas migration and atmospheric emissions, including odors.

(b) Transfer of Ownership upon Expiration or Termination. Upon the expiration or termination of the Agreement, the below ground portions of the LFG Utilization Facility and the building shall become the personal property and responsibility of COUNTY. DEVELOPER shall have no further responsibility with respect to the below ground portions of the LFG Utilization Facility after DEVELOPER conveys title to such equipment, fee and clear of any encumbrances, liens or security interest.

Notwithstanding the above, within thirty (30) or (90)? days after the expiration or termination of this Agreement, , the DEVELOPER shall, at its sole expense, remove all LFG Utilization Facility and any associated Transmission equipment except for the building from the Landfill and return the LFG Utilization Facility Site to its original condition.

Nothing in this Section 12 shall be construed to create an obligation on the COUNTY to buy any portions of the LFG Utilization Facility. Should DEVELOPER fail to remove DEVELOPER's Equipment as required under this Section 12, such property shall be deemed abandoned and shall become the property of COUNTY. Should the COUNTY incur cost associated with the removal of abandoned equipment and/or site restoration associated with such abandonment, the DEVELOPER shall be liable for such cost. This liability shall expire twelve (12) months after the abandonment if the COUNTY has not notified the DEVELOPER in writing that site clean-up has been completed or is underway including the actual or estimated cost of such clean-up.

F

(c) Removal and Restoration Bond. Before starting and throughout the term of this Agreement, DEVELOPER shall procure and maintain a bond or financial security instrument under forms acceptable and approved by the COUNTY to ensure the removal of the DEVELOPER's facilities and the restoration of the land upon the expiration or termination of this Agreement. The amount of the bond or financial security instrument shall be Fifty Thousand and No/100 Dollars ($50,000.00).

Section 13. Force Majeure. If by reason of Force Majeure either party is unable to carry out, either in whole or in part, its obligations herein contained, such party shall not be deemed in default during the continuation of such inability, provided that:

(a) The non-performing party, as soon as possible but no later than two (2) weeks after the occurrence of the cause of the Force Majeure, gives the other party written notice describing the particulars of the occurrence; and

(b) The suspension of performance be of no greater scope and of no longer duration than is required by the Force Majeure; and

(c) No obligations of either party which arose prior to the occurrence causing the suspension of performance be excused as a result of the occurrence; and

(d) That the non-performing party endeavors to remedy with all reasonable dispatch the cause or causes preventing it from carrying out its obligations.

Neither party shall be required to settle strikes, lockouts, or other industrial disturbances by acceding to the demands of the opposing party or parties when such course is, in its judgment, not in its best interest. The fee required to be paid by DEVELOPER set forth in Section 6(b) shall not apply, and DEVELOPER shall be relieved of its obligation there from, so long as an event of Force Majeure has occurred and is continuing.

Section 14. Termination.

(a) DEVELOPER's Default. The failure of the DEVELOPER to comply with any provision of this Agreement shall place the DEVELOPER in default. Prior to terminating the Agreement, the COUNTY shall notify the DEVELOPER in writing.

Notification shall make specific reference to the provision which gave rise to the default. The COUNTY shall provide the DEVELOPER thirty (30) days to propose a written remedy and schedule, which shall not be unreasonably withheld, delayed, or conditioned. If the COUNTY disapproves of DEVELOPER's proposed remedy and schedule, the COUNTY may, at its sole option, direct an alternative remedy and schedule or provide DEVELOPER with ninety (90) days prior written notice of termination.

Deleted: direct an

Events of default by DEVELOPER warranting termination by COUNTY shall include, but not be limited to, one or more of the following:

(1) the filing by or against DEVELOPER of a petition in bankruptcy or the complete cessation of the business operations of DEVELOPER;

(2) failure by DEVELOPER to pay the fees due the COUNTY pursuant to Section 6, Payment;

(4) failure by the DEVELOPER to maintain the LFG Utilization Facility, the COUNTY's Flare Station(s), and all associated DEVELOPER supplied equipment in good working order throughout the term of this Agreement;

(5) failure to operate the system or to maintain compliance with environmental regulations and noise limitation and odor control requirements;

(6) failure to pay for any damages assessed to the DEVELOPER;

(7) failure to commence Commercial Operations within eighteen (18) months from the effective date of this Agreement.

(b) Repeated Defaults by DEVELOPER. In the event that the DEVELOPER's record of performance shows that the DEVELOPER has frequently, regularly or repetitively defaulted in the performance of any of the material covenants and conditions required herein to be kept and performed by the DEVELOPER and regardless of whether the DEVELOPER has corrected each individual condition of default, the DEVELOPER may be deemed a "habitual violator" and all of said defaults may be considered collectively to constitute a condition of default. The COUNTY may thereupon issue the DEVELOPER a final warning citing the circumstances therefore, and any single material default by the DEVELOPER within one (1) year after said warning shall be grounds for termination of this Agreement. In the event of any such single subsequent default within one (1) year, the COUNTY may terminate this Agreement upon the giving of written final notice to the DEVELOPER. The COUNTY's Environmental Services Director shall be the sole authority to determine and deem the DEVELOPER as a "habitual violator".

(c) COUNTY's Default. The failure of the COUNTY to comply with any provision of this Agreement shall place the COUNTY in default. Prior to terminating the

Agreement, the DEVELOPER shall notify the COUNTY in writing. Notification shall make specific reference to the provision which gave rise to the default. The DEVELOPER shall provide the COUNTY thirty (30) days to propose a written remedy and schedule which shall set forth the specific timeframe for curing default. In the event of a default by the COUNTY, the COUNTY shall pay DEVELOPER an amount for capital expenditures for the LFG Utilization Facility consistent with Section 12(b) of the Agreement, or the DEVELOPER may remove the above ground portion of the LFG Utilization Facility at the DEVELOPER's option.

(d) Termination for Insufficient Quantities of LFG. Should the DEVELOPER determine, following LFG Utilization Facility start-up, that LFG can no longer be reasonably recovered from the Landfill in Commercial Quantities, DEVELOPER shall have the right to surrender and terminate this Agreement including its rights to the LFG upon ninety (90) days prior written notice to COUNTY. In the event of such termination by the DEVELOPER:

(1) the DEVELOPER shall continue to make payments to the COUNTY for the right to and use of the LFG in accordance with Section 6(b), whichever is in effect at the time, for a three (3) month period following notification of termination;

(2) the DEVELOPER shall continue to make payments for any monies due to the COUNTY for the sale of the Beneficial End Use Product and any other monies required by the provisions of this Agreement;

Section 15. Damages and Administrative Charges. Except where otherwise specifically provided, the measure of damages to be paid by the DEVELOPER to the COUNTY due to any failure by the DEVELOPER to meet any of its obligations under this Agreement shall be the actual damages incurred by the COUNTY. Said damages shall include, but shall not be limited to, the following damages:

(a) The COUNTY's Damages in the Event of Termination of DEVELOPER. If the COUNTY terminates this Agreement because of a default by the DEVELOPER, the DEVELOPER shall be liable to the COUNTY for all actual damages incurred by the COUNTY as a result of DEVELOPER's default.

(b)

(c) The COUNTY's Damages Due to DEVELOPER's Failure to Comply with Environmental Regulations. If the DEVELOPER fails to comply with any applicable environmental regulations, the DEVELOPER shall pay to the COUNTY the following:

(1) All lawful fines, penalties, and forfeitures charged to the COUNTY by any governmental agency charged with enforcement of environmental laws and regulations or judicial orders.

(2) The actual costs, including, but not limited to, legal, administrative and any associated fees, incurred by the COUNTY as a result of the failure to comply with the environmental regulations including any costs incurred in investigating and remedying the conditions which led to the failure to comply with the environmental regulations.

(d) Administrative Charges. The parties acknowledge and agree that it is difficult or impossible to accurately determine the amount of damages that would, or might, be incurred by the COUNTY due to those failures or circumstances described in this section of the Agreement and for which the DEVELOPER would otherwise be liable. Accordingly, administrative charges may be assessed against the DEVELOPER for the following failures to comply with the Agreement:

(1) If DEVELOPER fails to operate and perform the system within permit and/or regulatory requirements or standards, the COUNTY shall give Notice to the DEVELOPER of the foregoing failure. If the DEVELOPER fails to remedy the foregoing failure within two (2) days of the receipt of the Notice from the COUNTY, administrative charges in an amount equal to fifty (50%) of the "daily average payment" to the COUNTY for the sale of the COUNTY's LFG shall be assessed against the DEVELOPER per day until such time as the DEVELOPER has remedied the foregoing failure. If it is not possible to remedy the failure within two (2) days of receipt of the Notice, the DEVELOPER and COUNTY shall agree to a reasonable extended time-period. The "daily average payment" shall be based on normal historical operating days for the six (6) month period immediately preceding the COUNTY's Notice.

(2) If DEVELOPER fails to keep and utilize the LFG Utilization Facility at the levels of manpower and equipment necessary to adequately operate the system, the COUNTY shall give Notice to the DEVELOPER of the foregoing failure. If the DEVELOPER fails to remedy the foregoing failure within one (1) week of the receipt of the Notice from the COUNTY, administrative charges in the amount equal to fifty percent (50%) of the "daily average payment" to the COUNTY for the sale of the COUNTY's LFG shall be assessed against the DEVELOPER per day until such time as the DEVELOPER has remedied the foregoing failure. If it is not possible to remedy the failure within one (1) week of receipt of the Notice, the DEVELOPER and COUNTY shall agree to a reasonable extended time-period. The "daily average payment" shall be based on normal historical operating days for the six (6) month period immediately preceding the COUNTY's Notice.

(3) If DEVELOPER fails to supply information or reports required by the COUNTY and/or any regulatory agency within the timeframe agreed to by the COUNTY and/or regulatory agency, the COUNTY shall give Notice to the DEVELOPER of the foregoing failure. If the DEVELOPER fails to remedy the foregoing

failure within ten (10) day of receipt of the Notice from the COUNTY, administrative charges in the amount of One Hundred and No/100 Dollars ($100.00) per day shall be assessed against the DEVELOPER until such time as the COUNTY determines that the DEVELOPER has remedied the foregoing failure. If it is not possible to remedy the failure within ten (10) day's receipt of the Notice, the DEVELOPER and COUNTY shall agree to a reasonable extended time-period.

Section 16. Representations and Warranties.

(a) Warranties of COUNTY. COUNTY hereby agrees, warrants, and represents to DEVELOPER, as of the date of execution of this Agreement, that:

(1) The COUNTY has not entered into any other agreements with respect to the LFG conveyed to DEVELOPER under this Agreement or with respect to any of the other rights conveyed to DEVELOPER pursuant to Section 2 of this Agreement. COUNTY warrants that DEVELOPER shall take the LFG free and clear of any liens or encumbrances. COUNTY hereby warrants to DEVELOPER that COUNTY has the title to the LFG Utilization Facility Site, access to the site, the Landfill, and the LFG.

(2) No part of the LFG project was financed by grants or subsidized energy financing and the energy credit was not claimed with respect to property used in such recovery Project.

(3) The execution and delivery of this Agreement and related documents have been duly authorized, and constitute legal, valid, and binding obligations of the COUNTY which are enforceable in accordance with their terms and do not violate any law, rule or regulation.

(4) As of the effective date of this Agreement, the solid waste that the COUNTY accepts for disposal within the solid waste disposal units is nonhazardous solid waste as defined by Chapter 62-701, F.A.C. COUNTY also covenants that during the term of the Agreement, COUNTY will continue to accept only nonhazardous solid waste or material deemed nonhazardous in nature as defined by Chapter 62-701, F.A.C.

(b) Warranties of DEVELOPER. DEVELOPER hereby agrees, warrants and represents to COUNTY, as of the date of execution of this Agreement, that

(1) DEVELOPER is a duly organized, validly existing entity in good standing under the laws of the State of Florida. DEVELOPER has all requisite corporate power to own its properties and to carry on the business that is now being conducted, to execute and deliver this Agreement and to engage in the transactions contemplated in this Agreement.

(2) The execution, delivery and performance by DEVELOPER of this Agreement is within the corporate powers of DEVELOPER, have been duly authorized by all necessary corporate action, and do not violate any law, rule or regulation, or the terms of the articles of incorporation or bylaws of DEVELOPER.

Section 17. Assignment. The COUNTY and DEVELOPER shall bind themselves and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement. Neither party hereto may sell, assign or transfer this Agreement or any interest it may have hereunder, without prior written approval of the other party, such approval to be not unreasonably withheld, and provided that any such assignment shall not unduly interfere with the rights of the non-assigning party hereunder, and further provided that such assignee agrees to be bound by the terms of this Agreement to the same extent as assignor. In no event will assignment relieve the assignor of its obligations hereunder. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of COUNTY or DEVELOPER, nor shall it be construed as giving any right or benefit hereunder to anyone other than the COUNTY or the DEVELOPER.

Section 18. Notices. Any notice to be given under this Agreement shall be in writing and shall be deemed to have been properly given and received (i) when delivered in person to the authorized representative of the party to whom the notice is addressed, or (ii) on the date received as indicated on the prepaid certified or registered receipt when sent by prepaid mail, return receipt requested, to the party to be notified at the address indicated as follows:

To DEVELOPER:

Timberline Energy, LLC
15420 West Archer Drive
Golden, CO 80401

To COUNTY:

Hernando County

S

Either party may change such representative or address under this Agreement by providing written notice to the other party.

Section 19. Taxes. DEVELOPER shall, during the term of this Agreement, pay or arrange for the payment of all general taxes that may be levied upon or assessed against the system, facilities, equipment, machinery and improvements constructed or installed by it in, on, or adjacent to the Landfill. To the extent permissible by law, COUNTY shall recognize DEVELOPER's Equipment as an environmental pollution control system as defined under applicable tax laws and, therefore, shall be free from state sales taxes as provided by state statutes.

Section 20. Interest of Members of COUNTY and Others. No officers, members, or employees of the COUNTY, no member of its governing body, no other public official of the governing body of the locality or localities in which services for facilities under this Agreement are to be carried out, who exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of this Project, shall participate in any decision relating to this Agreement which affects their personal interest, or have any personal interest, direct or indirect, in this Agreement or the proceeds thereof.

Section 21. Interest of DEVELOPER. DEVELOPER covenants that it presently has no interest and shall not acquire an interest, direct, or indirect, which shall conflict with the performances or services required to be performed under this Agreement. Developer further covenants that in the performance of this Agreement, the DEVELOPER shall employ no person having any such interest.

Section 22. Covenant against Contingent Fees DEVELOPER warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for DEVELOPER, 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 DEVELOPER , any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this section, the COUNTY shall have the right, but not the duty, to terminate this Agreement without liability, and, at its discretion, to deduct from the Agreement such price, or otherwise recover the full amount of such fee, commission, percentage, gift or other consideration.

Section 23. Potential Conflicts of Interest. DEVELOPER is specifically aware of, and concurs with, the public need for the COUNTY to prohibit any potential conflicts of interest that may arise as a result of the execution of this Agreement. As a result, DEVELOPER has extensively reviewed all of its contracts, letters of agreement, and any other indication of commitment on its behalf to perform services for any client other than Hernando COUNTY, which could in any way present the reasonable possibility of an actual conflict of interest with Hernando COUNTY. DEVELOPER has not identified any such contracts., y.

In view of the potential of this Agreement being a long-term contractual relationship between the parties, DEVELOPER specifically agrees to comply with the following organizational requirements in performing its services under this Agreement:

(a) Direct supervision of DEVELOPER employees and agents under this Project shall be given by BILL OWEN, and the designated Project Managers assigned to each specific Project.

(b) DEVELOPER specifically warrants and agrees that any and all information, concepts, policies and regulations relating to the Project under this

Agreement shall be held by DEVELOPER in strict confidentiality within DEVELOPER's Project Team, except as may be affected by Chapter 119, Florida Statutes. No dissemination of any such information by DEVELOPER shall be made until after clear written authorization to do so has been granted by the COUNTY, except as may be otherwise required by law or directed by COURT Orders and except for disclosures to DEVELOPER's legal counsel or accountants. Notice of such disclosures permitted hereunder shall be immediately given to the COUNTY.

Section 24. Records and Audits. If federal funds are used for any work under this Agreement, the Comptroller General of the United States, or any of his duly authorized representatives, shall have access to any books, documents, papers, and records of DEVELOPER which are directly pertinent to work performed under this Agreement, for purposes of making audit, examination, excerpts, and transcriptions.

The COUNTY and its auditors shall be entitled to audit the books and records of the DEVELOPER to the extent that such books and records relate to the performance of this Agreement. DEVELOPER agrees to maintain such records and accounts including all books, documents, papers, financial records and other evidences pertaining to work performed under this Agreement. Said records shall be made available at its office at all reasonable time during the term of this Agreement, and for three (3) years from the date of final payment under this Agreement, for audit or inspection by the COUNTY, or any of its duly authorized representatives, unless a shorter period is authorized by the COUNTY in writing.

Section 25. Equal Opportunity Employment. DEVELOPER agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfers; recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Section 26. Claims for Services. No claim for services rendered by DEVELOPER not specifically provided for in this Agreement will be honored by the COUNTY.

Section 27. Severability. If any of the provisions contained in this Agreement are held for any reason to be invalid, illegally, or unenforceable, such a holding shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Deleted: illegaly

Deleted: holdingshall

Section 28. Modifications or Amendments in Writing. No modification, amendment or alteration in terms or conditions contained herein shall be effective unless contained in a written document executed by the parties with the same formality as herein.

(a) Headings. The headings appearing in this Agreement are intended for convenience and reference only, and are not to be considered in construing this Agreement.

(b) Disclaimer of Joint Venture, Partnership and Agency. This Agreement shall not be interpreted or construed as creating an association, joint venture or partnership between COUNTY and DEVELOPER or Buyer or to impose any partnership obligation or liability upon such parties. Neither COUNTY nor DEVELOPER or Buyer shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, another party.

(c) Governing Law. All questions with respect to the construction of this Agreement and the rights and liabilities of the parties hereunder shall be determined in accordance with the laws of the State of Florida. Venue shall be in Hernando COUNTY, Florida.

(d) Amendment to Agreement. The COUNTY and DEVELOPER agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, deleted, modified, superseded or otherwise altered, except by written amendment executed by the parties hereto. Such amendment(s) are not valid, binding and enforceable unless signed by the Board of County Commissioners or by a COUNTY representative duly authorized by the Board of County Commissioners.

(e) Successors and Assigns. All of the terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the parties hereto and their respective successors and permitted assigns.

(f) DEVELOPER Right to Utilization Facility Design. It is acknowledged that the DEVELOPER and Buyer have or will have expended considerable time and expense in developing the design for the LFG Utilization Facility and associated electrical transmission, steam or LFG transmission lines, and, therefore, could consider such design to be proprietary. The COUNTY agrees on behalf of itself and its agents and representatives to maintain the proprietary nature of the design by not constructing like facilities without the written approval of the DEVELOPER and Buyer.

(g) Remedies Not Exclusive. The remedies in this Agreement are not exclusive and supplement any other remedies provided at law or in equity.

(h) Order of Precedence. In resolving inconsistencies among (2) or more components of this Agreement, precedence shall be given in the following order:

(1) Agreement

(2) COUNTY's RFP Document
(3) DEVELOPER's Proposal

SIGNATURE BLOCK BEGINS ON PAGE 33

In Witness whereof, the parties hereto have made and executed this agreement on the day and year first written above.

ATTEST:

Board of County Commissioners
Hernando County, Florida

Deputy Clerk

SEAL

By: _____

Date:

As authorized for execution by the Board of County Commissioners at its April 24 **2007 meeting**

Attest:

_____

Timberline Energy, LLC, a Delaware Limited Liability Company

By: _____
Gregory H. Tilden, President

Date: April 25 - 2007

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY _____ KW 4/16/07
County Attorney's Office

April 12, 2007

MEMORANDUM **PD-40**

TO: The Honorable Chairman and Members of the Board of County Commissioners

VIA: Gary Kuhl, County Administrator

FROM: Ronald F. Pianta, AICP, Planning Director
Planning Department

SUBJECT: Public Hearing Date for the Sunrise DRI

Brief Overview:	Sunrise Lands Partnership submitted an application for a Development of Regional Impact under Section 380.06, F.S. in May of 2005. The application consists of 4,800 units, 75 motel rooms, 365,000 square feet of retail, 50,000 square feet of office, a golf course and clubhouse. On November 29, 2006 the WRPC issued a notice that the applicant declared sufficiency. Under the Statute, upon notification from the RPC that the application has been deemed, or declared, sufficient the local government must set a public hearing date at its next regular meeting. A public hearing was scheduled by the Board for May 7, 2007; however, this hearing date was canceled at the request of the applicant to allow time for the preparation of an associated Development Order and the scheduling of an interim workshop on the SR 50/I-75 PDD. Therefore, a new public hearing date must be set by the Board.
Budget Impact:	There is no budgetary impact identified.
Legal Impact:	Section 380.06(11)(d), F.S. requires the local government to set a hearing date at the next scheduled meeting once a sufficiency notice has been received from the RPC, and the public hearing shall be held no later than 90 days after issuance of the sufficiency notice, unless an extension is requested by the applicant.
Recommended Action:	The Board establish July 19, 2007, at 9:00 am as the public hearing date and time for the Sunrise DRI.

Administrative Note: _____ ***Reviewed*** _____ ***See attached memo***
Issue is not a quasi-judicial function of the Board and Exparte procedures do not apply.

F:\WPDATA\RFP\BCC memos\SunriseHearingDate3.wpd

CONSENT AGENDA ITEM 11.

Sunrise is proposed as a new Planned Development with 4,800 units, 75 motel rooms, 365,000 square feet of retail, 50,000 square feet of office, a golf course and clubhouse on 1385 acres in the SR 50/I-75 PDD area of eastern Hernando County. Due to the intensity of the development proposed, it is considered a Development of Regional Impact (DRI) pursuant to Florida Statutes. The petitioner submitted an Application for Development Approval (ADA) for the DRI in May, 2005. Since that time the application has been undergoing sufficiency review with the Withlacoochee Regional Planning Council (WRPC). On November 30, 2006 the WRPC notified the County that the developer provided notification that additional information will not be provided, and therefore declared the application sufficient. Section 380.06(11)(d), F.S. requires that the County must set a public hearing date on the DRI application at the next scheduled meeting. In addition, the public hearing on the DRI application must be held no later than 90 days after issuance of the notice by the regional planning council, unless an extension is requested by the applicant. Per 380.06(12)(a), F.S., within 50 days after the receipt of the notice that a public hearing has been set by the

In accordance with the Statutes, the Board previously established a public hearing dates for February 22, 2007 and May 7, 2007. However, at the request of the applicant, on April 3, 2007 the Board rescheduled an proposed workshop on the SR 50/I-75 PDD from April 9, 2007 to May 7, 2007 at 5:30 PM, and canceled the public hearing advertised for consideration of the DRI on May 7, 2007. In consideration of the statutory advertising requirements, the next available date on the calendars of the Commissioners is July 19, 2007, at 9:00 am for a public hearing on the proposed DRI. The workshop for the SR 50/I-75 PDD is still tentatively set for May 7, 2007.

April 12, 2007

MEMORANDUM **PD-40**

TO: The Honorable Chairman and Members of the Board of County Commissioners

VIA: Gary Kuhl, County Administrator

FROM: Ronald F. Pianta, AICP, Planning Director
Planning Department

SUBJECT: Public Hearing Date for the Sunrise DRI

Brief Overview:	Sunrise Lands Partnership submitted an application for a Development of Regional Impact under Section 380.06, F.S. in May of 2005. The application consists of 4,800 units, 75 motel rooms, 365,000 square feet of retail, 50,000 square feet of office, a golf course and clubhouse. On November 29, 2006 the WRPC issued a notice that the applicant declared sufficiency. Under the Statute, upon notification from the RPC that the application has been deemed, or declared, sufficient the local government must set a public hearing date at its next regular meeting. A public hearing was scheduled by the Board for May 7, 2007; however, this hearing date was canceled at the request of the applicant to allow time for the preparation of an associated Development Order and the scheduling of an interim workshop on the SR 50/I-75 PDD. Therefore, a new public hearing date must be set by the Board.
Budget Impact:	There is no budgetary impact identified.
Legal Impact:	Section 380.06(11)(d), F.S. requires the local government to set a hearing date at the next scheduled meeting once a sufficiency notice has been received from the RPC, and the public hearing shall be held no later than 90 days after issuance of the sufficiency notice, unless an extension is requested by the applicant.
Recommended Action:	The Board establish July 19, 2007, at 9:00 am as the public hearing date and time for the Sunrise DRI.

Administrative Note: _____ ***Reviewed*** _____ ***See attached memo***
Issue is not a quasi-judicial function of the Board and Exparte procedures do not apply.

F:\WPDATA\RFP\BCC memos\SunriseHearingDate3.wpd

CONSENT AGENDA ITEM 11.

"MINUTES OF" APR 24 2007

Sunrise is proposed as a new Planned Development with 4,800 units, 75 motel rooms, 365,000 square feet of retail, 50,000 square feet of office, a golf course and clubhouse on 1385 acres in the SR 50/I-75 PDD area of eastern Hernando County. Due to the intensity of the development proposed, it is considered a Development of Regional Impact (DRI) pursuant to Florida Statutes. The petitioner submitted an Application for Development Approval (ADA) for the DRI in May, 2005. Since that time the application has been undergoing sufficiency review with the Withlacoochee Regional Planning Council (WRPC). On November 30, 2006 the WRPC notified the County that the developer provided notification that additional information will not be provided, and therefore declared the application sufficient. Section 380.06(11)(d), F.S. requires that the County must set a public hearing date on the DRI application at the next scheduled meeting. In addition, the public hearing on the DRI application must be held no later than 90 days after issuance of the notice by the regional planning council, unless an extension is requested by the applicant. Per 380.06(12)(a), F.S., within 50 days after the receipt of the notice that a public hearing has been set by the

In accordance with the Statutes, the Board previously established a public hearing dates for February 22, 2007 and May 7, 2007. However, at the request of the applicant, on April 3, 2007 the Board rescheduled an proposed workshop on the SR 50/I-75 PDD from April 9, 2007 to May 7, 2007 at 5:30 PM, and canceled the public hearing advertised for consideration of the DRI on May 7, 2007. In consideration of the statutory advertising requirements, the next available date on the calendars of the Commissioners is July 19, 2007, at 9:00 am for a public hearing on the proposed DRI. The workshop for the SR 50/I-75 PDD is still tentatively set for May 7, 2007.

April 16, 2007

MEMORANDUM **PD-142**

TO: The Honorable Chairman & Members of the Board of County Commissioners

VIA: Gary Kuhl, County Administrator

VIA: Ronald F. Pianta, AICP, Planning Director
Hernando County Planning Department

FROM: Jerry Greif, Chief Planner
Hernando County Planning Department

SUBJECT: Clearing and site grading approval for a portion of Nature Coast Commons

Brief Overview:	The applicant is requesting Board approval to allow clearing and grading for the J.C. Penneys's site which will be Phase I of Nature Coast Commons. The applicant has provided plans for that portion of the project which are ready for Board approval.
Budget Impact:	There are no budgetary impacts associated with the recommended action.
Legal Impact:	The Board has the authority to take the recommended action.
Recommended Action:	It is recommended that the Board approve the clearing, grading and utility work to commence in the first phase of Nature Coast Commons.
Administrative Note:	____ ***Reviewed*** ____ ***See attached memo***

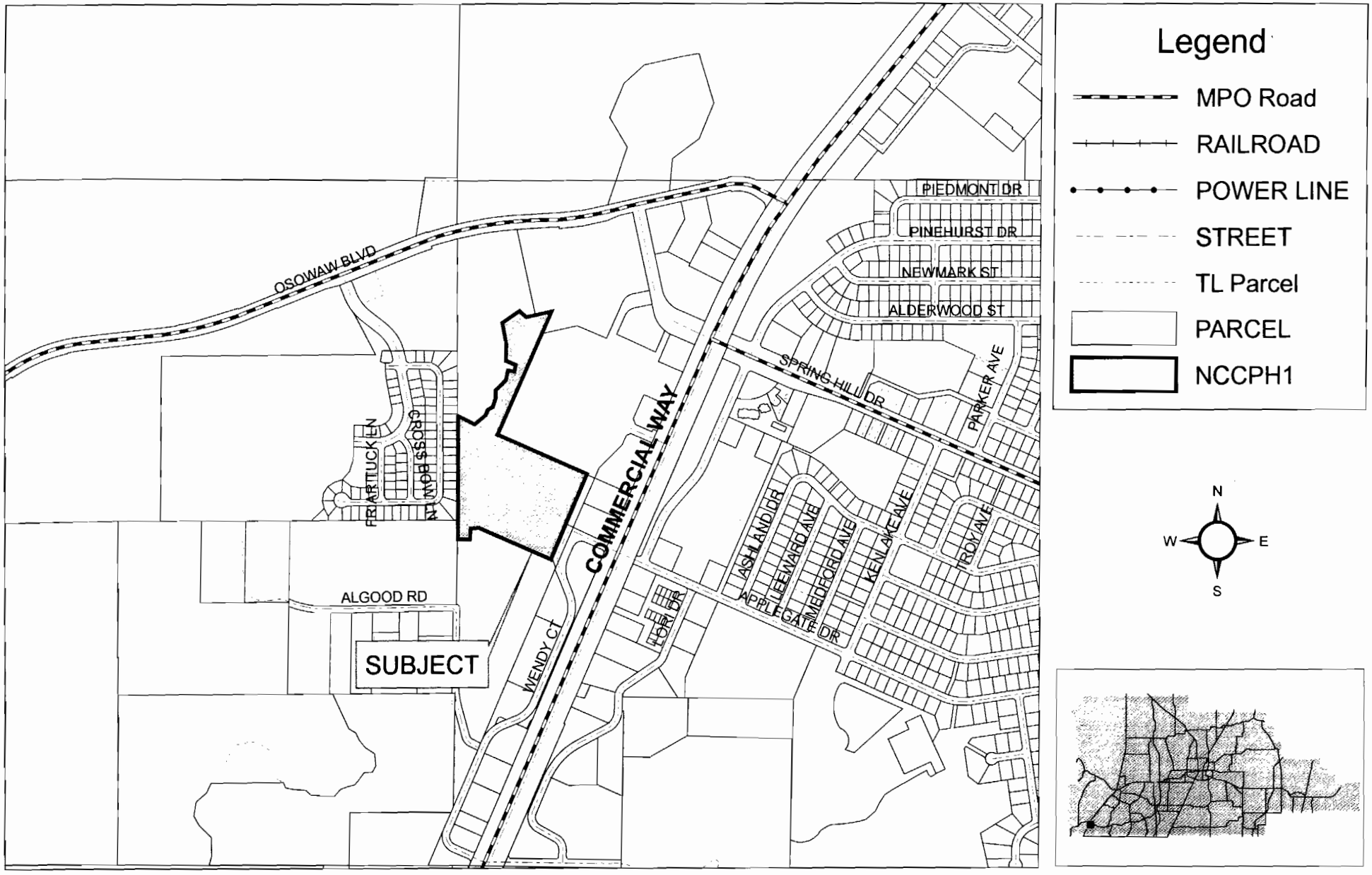
☐ ***Issue is a quasi-judicial function of the Board and Exparte procedures apply.***

The applicant is requesting to be allowed to clear, perform site grading and utility work for J.C. Penneys on a portion of the proposed Nature Coast Commons subdivision. The Nature Coast Commons development is located south of the Walmart store on US 19.

The plans have been reviewed by the affected County agencies and are in compliance with the County's current development standards. The Southwest Florida Water Management District (SWFWMD) has issued a completeness letter for the construction of this project. No site work shall commence until all required permits have been issued by the affected agencies.

CONSENT AGENDA ITEM 13.

Nature Coast Commons Subdivision
Phase 1



f:\arcdata1\zoning\NCCPH1.mxd

DATE: April 18, 2007

MEMORANDUM

TO: The Honorable Chairperson and Members of the Hernando County Water and Sewer District Governing Board

VIA: Gary Kuhl, County Administrator

VIA: George Zoettlein, Director

FROM: Jesse Goodwin, Interim Utilities Director JAG
Utilities Department

Date: April 13, 2007

Subject: Western Seville Supplemental Water Agreement

RECEIVED
CENTRAL PURCHASING
07 APR 13 PM 3:23

BRIEF OVERVIEW:
Utilities Department Staff with legal assistance has spent several months negotiating a Supplemental Water Agreement with the Developer of the Seville Subdivision to replace the existing Seville Water Treatment Plant. The new water plant is necessary to serve the proposed 2,780 residential units along with adjacent 54,000 square feet of non-residential development. A new water treatment plant will be designed and constructed and will include a 2 million gallon ground storage tank, a new high service pump station, electrical upgrades and emergency generator.

The Agreement provides that the Developer agrees to the prepayment of 25% of the water connection fees equal to 695 ERUs at a cost of $1,147 per ERU for the proposed 2,780 unit Seville Subdivision in the total amount of $797,165. Payment of the initial installment of $271,885 will be immediate and fund the cost of the engineering contract for design of the new water plant. Payment of the second installment in the amount of $525,280, the remaining balance, shall be within 30 days of the issuance of advertisement of bids for construction of the project. After the initial 695 prepaid connections have been used all other water connection fees will be paid at the current water connection fee rate in effect at the time payment is made.

BUDGET IMPACT:
The water connection fees from the 2,780 single-family residential unit development in the total amount of $3,188,660 at current connection fee rates will more than offset the estimated $2.1 million engineering and construction costs for the new water plant. In addition, the water user fees generated from the Seville Subdivision will have a positive impact on the District's annual operating budget.

LEGAL IMPACT:
The Board is granted the authority under the provisions of Subsection 125.012, Florida Statues, to enter into water agreements in order to provide service to residential subdivisions within the County.

CONSENT
AGENDA ITEM 12.

RECOMMENDED ACTION:
Since the new Seville Water Plant will help to supply the future water demand of the proposed Seville Subdivision and surrounding area and the Developer will provide upfront funding for the project Staff recommends the Board approve the attached Supplemental Water Agreement.

ADMINISTRATIVE NOTE:

_____ Reviewed

_____ See attached memorandum

WESTERN SEVILLE
SUPPLEMENTAL WATER AGREEMENT

This AGREEMENT is made and entered into this 4th day of April 2007, by and between the Hernando County Water and Sewer District, a body corporate and politic, hereinafter referred to as the **"DISTRICT"** and Seville, LLC, a Florida Corporation, hereinafter referred to as the **"DEVELOPER."**

RECITALS

WHEREAS, the **DEVELOPER** is presently proceeding with the planning and construction of a residential subdivision within Hernando County to be known as Seville at the Dunes, hereinafter referred to as the **"PROJECT"**; and

WHEREAS, the legal description of the **PROJECT** is attached hereto as Exhibit A; and

WHEREAS, the **PROJECT** is planned for approximately 2,780 single-family residential units and 54,000 square feet of non-residential; and

WHEREAS, the parties hereto, together with another entity, are also parties to that certain First Amended and Restated Seville Water and Sewer Agreement, dated February 15, 2005 (Seville Agreement); and

WHEREAS, the parties hereto have entered into this **WESTERN SEVILLE SUPPLEMENTAL WATER AGREEMENT** to delineate, make certain and define each of their obligations with respect to a water supply and distribution system for the **PROJECT**, in light of certain matters affecting only their interests which have arisen recently; and

WHEREAS, it is the intent of the parties hereto that this Agreement is intended to supplement the Seville Agreement and is not intended to modify any provisions thereof, except to the extent of express conflict therewith and only with respect to enhancing water supply to that portion of the **PROJECT** which is the sole responsibility of the **DEVELOPER**; and

WHEREAS, the **DISTRICT** operates a water system capable of providing potable water service to the **PROJECT**; and

WHEREAS, the parties are desirous of entering into a supplemental agreement to enhance the provision of potable water service to the **PROJECT.**

NOW, THEREFORE, in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration in hand paid by the parties hereto each to the other, simultaneously with the execution and delivery of these presents, and in consideration of the mutual undertakings and agreements hereinafter set forth and contained, the parties hereto covenant and agree each with the other as follows:

I. AGREEMENTI. AGREEMENT

I. WATER SUPPLY AND DISTRIBUTION SYSTEM.

1. Water Supply. The **DEVELOPER** is responsible for expanding the West Seville interim water supply system, at its own expense, as needed to serve the **PROJECT**, pursuant to the Seville Agreement. Supply needs shall include both potable water and fire flow requirements internal to the development, as affected by the provisions herein relating to storage.

2. Onsite Water Distribution System. The **DEVELOPER** agrees to construct the onsite water distribution system for the **PROJECT,** pursuant to the requirements of the Seville Agreement.

3. Payment of Water Connection Fees. Notwithstanding anything in the Seville Agreement to the contrary, pursuant to this **WESTERN SEVILLE SUPPLEMENTAL WATER AGREEMENT,** the **DEVELOPER** agrees to prepay 25% of the water connection fees for the development equal to 695 ERUs at a cost of $1,147 per ERU for a Total Amount of $797,165, to be paid in two installments. Payment of the initial installment shall be in the amount of $271,885, the engineering contract entered into by the **DISTRICT** for the project work required in this Agreement, and shall be payable within thirty days of the date of this Agreement, which shall be the date the last of the parties hereto execute it. The second installment will be in the amount of $525,280, the remaining balance of the Total Amount, and shall be paid within 30 days of the issuance of an advertisement for bids to let a contract for construction of the project. In return the **DISTRICT** will immediately begin the process of designing of an above ground storage tank of adequate size and the necessary high service and well pumps necessary to service the project. The **DISTRICT** shall act

expeditiously within the requirements of Florida Statutes and applicable County purchasing ordinances and policies to award to contract for design, with a subsequent contract award for construction of the tank and pumps as soon as legally and reasonably appropriate after design is finished. After the initial 695 prepaid connections have been used all other water connection fees will be paid at the **DISTRICT's** water connection fee rate in effect at the time payment is made. Connection fees for any non-residential buildings within the **PROJECT** shall be paid at the **DISTRICT's** commercial connection fee rate schedule prior to the issuance of a building permit. In all cases, the **DEVELOPER** agrees to pay the then current connection fee rates in effect at the time of each payment.

4. Plans and Specifications. The **DISTRICT** agrees to prepare or have prepared plans and specifications necessary for the construction of the above ground tank, necessary yard piping, and necessary pump upgrades described in this Agreement. The **DISTRICT** will be responsible for all engineering and survey services necessary for the preparation of these plans, construction inspection and supervision, permitting, engineer's certification, and preparation and submittal of one (1) set of reproducible and two (2) sets of sealed "As Built" or "Record" drawings. The **DISTRICT** in good faith will make every attempt to complete said above improvements by no later than April 21st, 2008 unless a revised date is agreed to by both parties.

5. Ratification of First Amended and Restated Seville Water and Sewer Agreement. Except as expressly modified herein or by the actions of the parties thereto and third parties, **DEVELOPER** and **DISTRICT** hereby ratify and confirm the obligations of the parties as contained in the Seville Agreement.

II. GENERAL PROVISIONS

1. Compliance with Ordinance. The **DISTRICT** and the **DEVELOPER** agree that this **AGREEMENT** acknowledges a request for water service from the **DISTRICT**. This **AGREEMENT** further provides terms hereof which constitute the response to the **DEVELOPER's** request for potable water service and the availability of such service is

based upon the terms of this **AGREEMENT**. This **AGREEMENT** constitutes a formal commitment from the **DISTRICT** to the **DEVELOPER** to provide potable water to the **DEVELOPER**. Potable water service as outlined in this **AGREEMENT** is contingent upon the **DISTRICT's** final acceptance of the water transmission lines and facilities as well as the receipt of connection fees as specified in this **AGREEMENT**. The **DISTRICT** shall accept said facilities so long as they are built in accordance with the provisions of this **AGREEMENT** and certified by an engineer licensed by the State of Florida to have been built substantially in accordance with the approved plans and specifications.

2. Service Rates. The rates for both potable water and wastewater treatment service to be charged to the **PROJECT** shall be those rates as set forth by the **DISTRICT**, in its ordinance entitled "An Ordinance Promulgating the Rates to be Charged for use of the District Water and Sewer Services", as amended.

3. Failure to Perform. The parties agree that failure or delay of the **DISTRICT** or the **DEVELOPER** in performing any of the terms of this **AGREEMENT** shall be excused if and to the extent the failure or delay is caused by acts of God, wars, fires, strikes, floods, weather, or any law, ordinance, rule or regulations, or the order or action of any court or agency or instrumentality of any government, or any other cause or causes beyond the control of the **DEVELOPER** or the **DISTRICT**.

4. Agency Approvals. Water service by the **DISTRICT** is contingent upon applicable federal, state and county regulatory agency permits and approvals. Should federal, state or local permits and/or approvals for service to the **PROJECT** be denied or withheld, this **AGREEMENT** shall be null and void.

5. Indemnification. The **DEVELOPER** agrees to protect, indemnify and hold the **DISTRICT** harmless from all liabilities resulting from injuries or damages to persons or property caused by the act, omission or negligence of the **DEVELOPER's** servants, agents, or employees arising out of the installation of water or wastewater facilities by the **DEVELOPER**.

6. **Miscellaneous.** This **AGREEMENT** may not be changed, orally, but only by instrument in writing signed by the parties. Titles and captions to paragraphs are inserted for convenience only, and in no way define, limit, extend or describe the scope or intent of this **AGREEMENT** or the paragraphs or provisions herein. Failure of either party to exercise any right or power given hereunder, or to insist upon compliance by the other party with its obligations set forth herein, shall not constitute a waiver of either parties right to demand strict compliance with the terms and provisions of this **AGREEMENT**. Neither party shall declare the other in default of the provision of this **AGREEMENT** without giving the other party at least thirty (30) days advance written notice of intention to do so, during which time the other parties shall have the opportunity to remedy the default. The notice shall specify the default with particularity.

7. **Pre-Construction Conference.** A pre-construction conference for both onsite water construction shall be held by the **DISTRICT** and **DEVELOPER** shall be notified of said conferences and be allowed to attend and make comments.

8. **Notification of Inspector.** The **DISTRICT's** engineer shall notify the **DISTRICT** to arrange for the **DISTRICT's** inspector to be present when actual connection is made to both the **DISTRICT's** water lines.

9. **Severability.** In the event any one or more provisions contained in this **AGREEMENT** shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this **AGREEMENT** shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein.

10. **Assignment.** This **AGREEMENT** may be assigned by **DEVELOPER** only with the prior consent of the **DISTRICT.**

11. **Binding Effect.** This **AGREEMENT** shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this _____ day of _____, 2007. **SIGNED, SEALED and DELIVERED** in the presence of:

HERNANDO COUNTY WATER AND SEWER DISTRICT

Attest:_____
Karen Nicolai
Clerk of the Circuit Court

By:_____
Jeff Stabins
Chairman

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY KW 4/16/07
County Attorney's Office

SEVILLE , LLC

By: Robert W. Schulz
Robert Schulz, Controller of
Managing Member
of Seville LLC

STATE OF Illinois
COUNTY OF DuPage

This foregoing instrument was acknowledged before me this 4 day of April, 2007, by Robert W. Schulz on behalf of the Seville, LLC. He is personally known to me ~~or has produced~~ _____ (type of ID) as identification and did (did not) take an oath.

"OFFICIAL SEAL"
Denise Ragona
Notary Public, State of Illinois
My Commission Exp. 07/27/2009
(SEAL)

Denise Ragona
Notary Public, State of Illinois

My Commission expires 7/27/09

FOR THE USE AND RELIANCE OF HERNANDO COUNTY ONLY.
APPROVED AS TO FORM AND LEGAL SUFFICIENCY ONLY.

MEMORANDUM

TO: The Honorable Chairperson and Members of the Hernando County Water and Sewer District Governing Board

VIA: Gary Kuhl, County Administrator

VIA: George Zoettlein, Director

FROM: Jesse Goodwin, Interim Utilities Director JAG
Utilities Department

Date: April 13, 2007

Subject: Western Seville Supplemental Water Agreement

RECEIVED
CENTRAL PURCHASING
07 APR 13 PM 3:23

BRIEF OVERVIEW:
Utilities Department Staff with legal assistance has spent several months negotiating a Supplemental Water Agreement with the Developer of the Seville Subdivision to replace the existing Seville Water Treatment Plant. The new water plant is necessary to serve the proposed 2,780 residential units along with adjacent 54,000 square feet of non-residential development. A new water treatment plant will be designed and constructed and will include a 2 million gallon ground storage tank, a new high service pump station, electrical upgrades and emergency generator.

The Agreement provides that the Developer agrees to the prepayment of 25% of the water connection fees equal to 695 ERUs at a cost of $1,147 per ERU for the proposed 2,780 unit Seville Subdivision in the total amount of $797,165. Payment of the initial installment of $271,885 will be immediate and fund the cost of the engineering contract for design of the new water plant. Payment of the second installment in the amount of $525,280, the remaining balance, shall be within 30 days of the issuance of advertisement of bids for construction of the project. After the initial 695 prepaid connections have been used all other water connection fees will be paid at the current water connection fee rate in effect at the time payment is made.

BUDGET IMPACT:
The water connection fees from the 2,780 single-family residential unit development in the total amount of $3,188,660 at current connection fee rates will more than offset the estimated $2.1 million engineering and construction costs for the new water plant. In addition, the water user fees generated from the Seville Subdivision will have a positive impact on the District's annual operating budget.

LEGAL IMPACT:
The Board is granted the authority under the provisions of Subsection 125.012, Florida Statues, to enter into water agreements in order to provide service to residential subdivisions within the County.

"MINUTES OF"
APR 24 2007

CONSENT
AGENDA ITEM 12.

RECOMMENDED ACTION:
Since the new Seville Water Plant will help to supply the future water demand of the proposed Seville Subdivision and surrounding area and the Developer will provide upfront funding for the project Staff recommends the Board approve the attached Supplemental Water Agreement.

ADMINISTRATIVE NOTE:

_____ Reviewed

_____ See attached memorandum

WESTERN SEVILLE
SUPPLEMENTAL WATER AGREEMENT

This AGREEMENT is made and entered into this 4th day of April 2007, by and between the Hernando County Water and Sewer District, a body corporate and politic, hereinafter referred to as the **"DISTRICT"** and Seville, LLC, a Florida Corporation, hereinafter referred to as the **"DEVELOPER."**

RECITALS

WHEREAS, the **DEVELOPER** is presently proceeding with the planning and construction of a residential subdivision within Hernando County to be known as Seville at the Dunes, hereinafter referred to as the **"PROJECT";** and

WHEREAS, the legal description of the **PROJECT** is attached hereto as Exhibit A; and

WHEREAS, the **PROJECT** is planned for approximately 2,780 single-family residential units and 54,000 square feet of non-residential; and

WHEREAS, the parties hereto, together with another entity, are also parties to that certain First Amended and Restated Seville Water and Sewer Agreement, dated February 15, 2005 (Seville Agreement); and

WHEREAS, the parties hereto have entered into this **WESTERN SEVILLE SUPPLEMENTAL WATER AGREEMENT** to delineate, make certain and define each of their obligations with respect to a water supply and distribution system for the **PROJECT**, in light of certain matters affecting only their interests which have arisen recently; and

WHEREAS, it is the intent of the parties hereto that this Agreement is intended to supplement the Seville Agreement and is not intended to modify any provisions thereof, except to the extent of express conflict therewith and only with respect to enhancing water supply to that portion of the **PROJECT** which is the sole responsibility of the **DEVELOPER**; and

WHEREAS, the **DISTRICT** operates a water system capable of providing potable water service to the **PROJECT**; and

WHEREAS, the parties are desirous of entering into a supplemental agreement to enhance the provision of potable water service to the **PROJECT.**

NOW, THEREFORE, in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration in hand paid by the parties hereto each to the other, simultaneously with the execution and delivery of these presents, and in consideration of the mutual undertakings and agreements hereinafter set forth and contained, the parties hereto covenant and agree each with the other as follows:

I. AGREEMENTI. AGREEMENT

I. WATER SUPPLY AND DISTRIBUTION SYSTEM.

1. Water Supply. The **DEVELOPER** is responsible for expanding the West Seville interim water supply system, at its own expense, as needed to serve the **PROJECT**, pursuant to the Seville Agreement. Supply needs shall include both potable water and fire flow requirements internal to the development, as affected by the provisions herein relating to storage.

2. Onsite Water Distribution System. The **DEVELOPER** agrees to construct the onsite water distribution system for the **PROJECT,** pursuant to the requirements of the Seville Agreement.

3. Payment of Water Connection Fees. Notwithstanding anything in the Seville Agreement to the contrary, pursuant to this **WESTERN SEVILLE SUPPLEMENTAL WATER AGREEMENT,** the **DEVELOPER** agrees to prepay 25% of the water connection fees for the development equal to 695 ERUs at a cost of $1,147 per ERU for a Total Amount of $797,165, to be paid in two installments. Payment of the initial installment shall be in the amount of $271,885, the engineering contract entered into by the **DISTRICT** for the project work required in this Agreement, and shall be payable within thirty days of the date of this Agreement, which shall be the date the last of the parties hereto execute it. The second installment will be in the amount of $525,280, the remaining balance of the Total Amount, and shall be paid within 30 days of the issuance of an advertisement for bids to let a contract for construction of the project. In return the **DISTRICT** will immediately begin the process of designing of an above ground storage tank of adequate size and the necessary high service and well pumps necessary to service the project. The **DISTRICT** shall act

expeditiously within the requirements of Florida Statutes and applicable County purchasing ordinances and policies to award to contract for design, with a subsequent contract award for construction of the tank and pumps as soon as legally and reasonably appropriate after design is finished. After the initial 695 prepaid connections have been used all other water connection fees will be paid at the **DISTRICT's** water connection fee rate in effect at the time payment is made. Connection fees for any non-residential buildings within the **PROJECT** shall be paid at the **DISTRICT's** commercial connection fee rate schedule prior to the issuance of a building permit. In all cases, the **DEVELOPER** agrees to pay the then current connection fee rates in effect at the time of each payment.

4. Plans and Specifications. The **DISTRICT** agrees to prepare or have prepared plans and specifications necessary for the construction of the above ground tank, necessary yard piping, and necessary pump upgrades described in this Agreement. The **DISTRICT** will be responsible for all engineering and survey services necessary for the preparation of these plans, construction inspection and supervision, permitting, engineer's certification, and preparation and submittal of one (1) set of reproducible and two (2) sets of sealed "As Built" or "Record" drawings. The **DISTRICT** in good faith will make every attempt to complete said above improvements by no later than April 21st, 2008 unless a revised date is agreed to by both parties.

5. Ratification of First Amended and Restated Seville Water and Sewer Agreement. Except as expressly modified herein or by the actions of the parties thereto and third parties, **DEVELOPER** and **DISTRICT** hereby ratify and confirm the obligations of the parties as contained in the Seville Agreement.

II. GENERAL PROVISIONS

1. Compliance with Ordinance. The **DISTRICT** and the **DEVELOPER** agree that this **AGREEMENT** acknowledges a request for water service from the **DISTRICT**. This **AGREEMENT** further provides terms hereof which constitute the response to the **DEVELOPER's** request for potable water service and the availability of such service is

based upon the terms of this **AGREEMENT**. This **AGREEMENT** constitutes a formal commitment from the **DISTRICT** to the **DEVELOPER** to provide potable water to the **DEVELOPER**. Potable water service as outlined in this **AGREEMENT** is contingent upon the **DISTRICT's** final acceptance of the water transmission lines and facilities as well as the receipt of connection fees as specified in this **AGREEMENT**. The **DISTRICT** shall accept said facilities so long as they are built in accordance with the provisions of this **AGREEMENT** and certified by an engineer licensed by the State of Florida to have been built substantially in accordance with the approved plans and specifications.

2. Service Rates. The rates for both potable water and wastewater treatment service to be charged to the **PROJECT** shall be those rates as set forth by the **DISTRICT**, in its ordinance entitled "An Ordinance Promulgating the Rates to be Charged for use of the District Water and Sewer Services", as amended.

3. Failure to Perform. The parties agree that failure or delay of the **DISTRICT** or the **DEVELOPER** in performing any of the terms of this **AGREEMENT** shall be excused if and to the extent the failure or delay is caused by acts of God, wars, fires, strikes, floods, weather, or any law, ordinance, rule or regulations, or the order or action of any court or agency or instrumentality of any government, or any other cause or causes beyond the control of the **DEVELOPER** or the **DISTRICT**.

4. Agency Approvals. Water service by the **DISTRICT** is contingent upon applicable federal, state and county regulatory agency permits and approvals. Should federal, state or local permits and/or approvals for service to the **PROJECT** be denied or withheld, this **AGREEMENT** shall be null and void.

5. Indemnification. The **DEVELOPER** agrees to protect, indemnify and hold the **DISTRICT** harmless from all liabilities resulting from injuries or damages to persons or property caused by the act, omission or negligence of the **DEVELOPER's** servants, agents, or employees arising out of the installation of water or wastewater facilities by the **DEVELOPER**.

6. **Miscellaneous.** This **AGREEMENT** may not be changed, orally, but only by instrument in writing signed by the parties. Titles and captions to paragraphs are inserted for convenience only, and in no way define, limit, extend or describe the scope or intent of this **AGREEMENT** or the paragraphs or provisions herein. Failure of either party to exercise any right or power given hereunder, or to insist upon compliance by the other party with its obligations set forth herein, shall not constitute a waiver of either parties right to demand strict compliance with the terms and provisions of this **AGREEMENT**. Neither party shall declare the other in default of the provision of this **AGREEMENT** without giving the other party at least thirty (30) days advance written notice of intention to do so, during which time the other parties shall have the opportunity to remedy the default. The notice shall specify the default with particularity.

7. **Pre-Construction Conference.** A pre-construction conference for both onsite water construction shall be held by the **DISTRICT** and **DEVELOPER** shall be notified of said conferences and be allowed to attend and make comments.

8. **Notification of Inspector.** The **DISTRICT's** engineer shall notify the **DISTRICT** to arrange for the **DISTRICT's** inspector to be present when actual connection is made to both the **DISTRICT's** water lines.

9. **Severability.** In the event any one or more provisions contained in this **AGREEMENT** shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this **AGREEMENT** shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein.

10. **Assignment.** This **AGREEMENT** may be assigned by **DEVELOPER** only with the prior consent of the **DISTRICT.**

11. **Binding Effect.** This **AGREEMENT** shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 24th day of April, 2007. **SIGNED, SEALED and DELIVERED** in the presence of:

HERNANDO COUNTY WATER AND SEWER DISTRICT

SEAL
Attest: Karen Nicolai
Karen Nicolai
Clerk of the Circuit Court

By: [signature]
Jeff Stabins
Chairman

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY KW 4/16/07
County Attorney's Office

SEVILLE , LLC

By: Robert W. Schulz
Robert Schulz, Controller of
Managing Member
of Seville LLC

STATE OF Illinois
COUNTY OF DuPage

This foregoing instrument was acknowledged before me this 4 day of April, 2007, by Robert W. Schulz on behalf of the Seville, LLC. He is personally known to me ~~or has produced~~ _____ (type of ID) as identification and did (did not) take an oath.

"OFFICIAL SEAL"
Denise Ragona
Notary Public, State of Illinois
My Commission Exp. 07/27/2009
(SEAL)

Denise Ragona
Notary Public, State of Illinois

My Commission expires 7/27/09

FOR THE USE AND RELIANCE OF HERNANDO COUNTY ONLY.
APPROVED AS TO FORM AND LEGAL SUFFICIENCY ONLY.

April 16, 2007

MEMORANDUM **PD-142**

TO: The Honorable Chairman & Members of the Board of County Commissioners

VIA: Gary Kuhl, County Administrator

VIA: Ronald F. Pianta, AICP, Planning Director
Hernando County Planning Department

FROM: Jerry Greif, Chief Planner
Hernando County Planning Department

SUBJECT: Clearing and site grading approval for a portion of Nature Coast Commons

Brief Overview:	The applicant is requesting Board approval to allow clearing and grading for the J.C. Penneys's site which will be Phase I of Nature Coast Commons. The applicant has provided plans for that portion of the project which are ready for Board approval.
Budget Impact:	There are no budgetary impacts associated with the recommended action.
Legal Impact:	The Board has the authority to take the recommended action.
Recommended Action:	It is recommended that the Board approve the clearing, grading and utility work to commence in the first phase of Nature Coast Commons.
Administrative Note:	____ ***Reviewed*** ____ ***See attached memo***

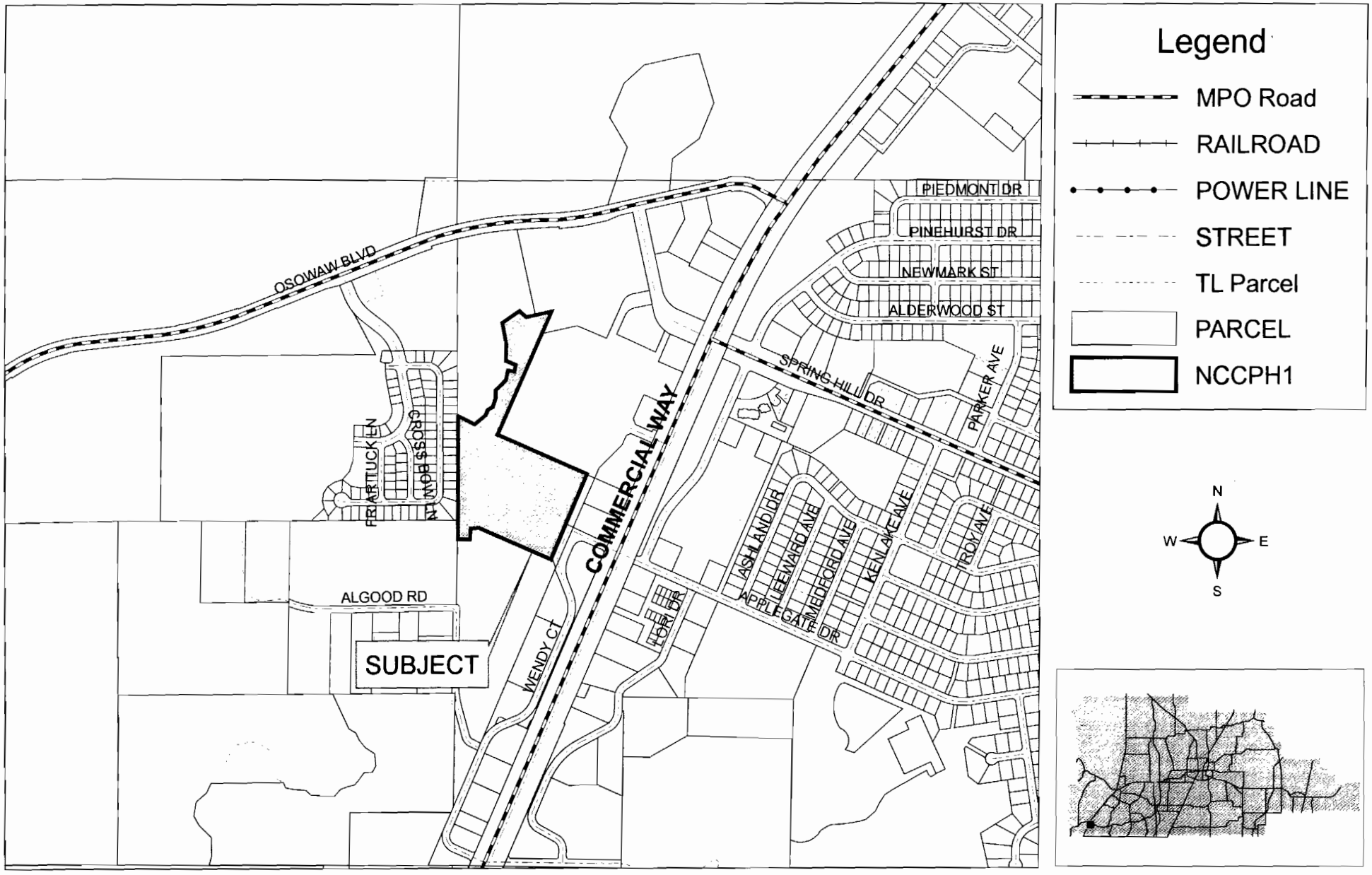
☐ ***Issue is a quasi-judicial function of the Board and Exparte procedures apply.***

The applicant is requesting to be allowed to clear, perform site grading and utility work for J.C. Penneys on a portion of the proposed Nature Coast Commons subdivision. The Nature Coast Commons development is located south of the Walmart store on US 19.

The plans have been reviewed by the affected County agencies and are in compliance with the County's current development standards. The Southwest Florida Water Management District (SWFWMD) has issued a completeness letter for the construction of this project. No site work shall commence until all required permits have been issued by the affected agencies.

CONSENT AGENDA ITEM 13.

Nature Coast Commons Subdivision
Phase 1



f:\arcdata1\zoning\NCCPH1.mxd
DATE: April 18, 2007

HERNANDO COUNTY CLERK OF CIRCUIT COURT
FINANCE DEPARTMENT

MEMORANDUM

RECEIVED
BOARD OF COUNTY COMM
HERNANDO COUNTY
2007 APR 17 PM 3:35

TO: Board of County Commissioners

FROM: Karen Nicolai, Clerk of Circuit Court

DATE: April 13, 2007

RE: Board of County Commissioners Approval of Disbursements

In compliance with Florida Statute 136.06, the attached check register of accounts payable disbursements from the Board of County Commissioners funds for the week ending April 13, 2007 is submitted for your approval.

The total Board of County Commissioners payroll disbursements were $1,125,021.68 net for the week ending April 13, 2007.

If you would like to review the documentation for any of these disbursements, please contact Amy Gillis at 540-6788.

Thank you for your continued cooperation.

CONSENT AGENDA ITEM 14.

Checks Issued

Check Date	Check #	Vendor Name	Total
4/13/07	63844	ZAKI JABER	13.34
4/13/07	63845	ZIMMET UNICE SALZMAN & HEYMAN PA	1,537.50
4/13/07	63846	VOID-VOID-VOID	180,559.72
4/13/07	63847	VOID-VOID-VOID	228,405.82
4/13/07	63848	VOID-VOID-VOID	13,155.00
4/13/07	63849	VOID-VOID-VOID	8,355.35
4/13/07	63850	VOID-VOID-VOID	254.44
4/13/07	63851	VOID-VOID-VOID FLORIDA RETIREMENT	197,561.72
4/13/07	EFT467	AFLAC - VOID	6,247.75
4/13/07	EFT468	FLORIDA DEPART OF REV VOID-EFT-VOID	9,513.53
4/13/07	EFT469	FLORIDA DEPARTMENT OF REVENUE-VOID	2,791.05
4/13/07	EFT470	FLORIDA DEPARTMENT OF REVENUE-VOID	20.99
4/13/07	EFT471	GULF COAST TITLE CO INC	156,365.00
	331 Items		**Total $ 2,610,646.91**

Checks Issued

Date: 4/17/2007

Check Date	Check #	Vendor Name	Total
4/13/07	63525	A CIVIL DESIGN GROUP LLC	500.00
4/13/07	63526	AAA WHITES SEPTIC TANK SERVICE INC	475.50
4/13/07	63527	ACCENT CARPET AND TILE	1,917.00
4/13/07	63528	ADAMS HOMES OF NW FL INC	143.06
4/13/07	63529	AIR MECHANICAL & SERVICE CORP	6,394.00
4/13/07	63530	ALEXANDER CUSTOM HOMES	67.50
4/13/07	63531	ALL AMERICAN U CART	189.00
4/13/07	63532	ALLISON MCKAY	14.07
4/13/07	63533	ALLSTAR AWARDS & TROPHIES	249.90
4/13/07	63534	AMBER COSTA	300.00
4/13/07	63535	AMERICA B TODD	49.11
4/13/07	63536	AMERICAN CONSULTING ENGINEERS	41,880.50
4/13/07	63537	AMERICAN MESSAGING	82.14
4/13/07	63538	ANDREW LIMBRECHT JR	51.00
4/13/07	63539	ANIXTER	1,718.00
4/13/07	63540	ANNETTE CALISE	43.21
4/13/07	63541	ANZEL LOVETT	111.00
4/13/07	63542	AQUATIC BIOLOGISTS INC	1,250.00
4/13/07	63543	ARCH WIRELESS	21.30
4/13/07	63544	ARTISTIC HOME ENTERPRISES INC	56.66
4/13/07	63545	AT&T	24.96
4/13/07	63546	AUTOWAY FORD LINCOLN MERCURY	398.27
4/13/07	63547	AVATAR PROPERTIES INC	36.00
4/13/07	63548	BAILEY HOMES	22.55
4/13/07	63549	BAKER & TAYLOR ENTERTAINMENT	167.80
4/13/07	63550	BAKER & TAYLOR INC	309.59
4/13/07	63551	BBC AUDIOBOOKS AMERICA	187.38
4/13/07	63552	BECK'S RADIATOR SHOP	185.00
4/13/07	63553	BELL RENTAL & SALES INC	407.96
4/13/07	63554	BIG REDD CARTING	284.08
4/13/07	63555	BIGGERS TOWING AND RECOVERY	406.00
4/13/07	63556	BOUND TREE MEDICAL LLC	1,650.91
4/13/07	63557	BRANDON VALENCA	40.00
4/13/07	63558	BRIGHT HOUSE NETWORKS	2,776.00
4/13/07	63559	BRIGHT HOUSE NETWORKS	898.70
4/13/07	63560	BROAD AND WISCON SELF STORAGE	234.00
4/13/07	63561	BROOKSVILLE DRUGS	229.25
4/13/07	63562	BROOKSVILLE PRIMARY CARE	1,165.00
4/13/07	63563	BROOKSVILLE WELDING CO	245.00
4/13/07	63564	BUMPER TO BUMPER	509.04
4/13/07	63565	CALIFORNIA STATE DISBURSEMENT UNIT	195.24
4/13/07	63566	CANDLELIGHT FITNESS & WELLNESS CTR	10.65
4/13/07	63567	CARDIAC SCIENCE CORP	10,120.00
4/13/07	63568	CARLIMAC LLC	32.33
4/13/07	63569	CARQUEST AUTO PARTS	669.60
4/13/07	63570	CDW GOVERNMENT INC	7,773.00
4/13/07	63571	CENTER POINT LARGE PRINT	1,201.33
4/13/07	63572	CENTRAL FLORIDA TACTICAL	1,674.50
4/13/07	63573	CHRISTIAN FELLOWSHIP CHURCH	21.00
4/13/07	63574	CHRISTOPHER DIDONNA	69.98
4/13/07	63575	CHRISTOPHER ERICKSON	69.00
4/13/07	63576	CISCO	800.00
4/13/07	63577	CITY OF BROOKSVILLE	4,768.43

Checks Issued

Check Date	Check #	Vendor Name	Total
4/13/07	63578	CITY OF BROOKSVILLE	3,850.54
4/13/07	63579	CITY OF BROOKSVILLE	710.52
4/13/07	63580	CLAIRE MASTIN TTEE	27.20
4/13/07	63581	CLEARSOFT INC	237.50
4/13/07	63582	CLERK LAKE SUPERIOR COURT	300.00
4/13/07	63583	CLERK US DISTRICT COURT	165.00
4/13/07	63584	COBRA CONSTRUCTION & PLUMBING INC	1,397.00
4/13/07	63585	COLETTE LANE	60.00
4/13/07	63586	COMPBENEFITS COMPANY	3,518.22
4/13/07	63587	COOKS TERMITE AND PEST CONTROL	126.41
4/13/07	63588	CORRECTIONS CORPORATION OF AMERICA	841,265.60
4/13/07	63589	CORTEZ DRUGS	74.88
4/13/07	63590	COVERALL NORTH AMERICA INC	269.00
4/13/07	63591	COZY HOMES	30.44
4/13/07	63592	CRYSTAL BOUCHER	13.27
4/13/07	63593	CUSTOM FIBERGLASS COACHES	1,079.00
4/13/07	63594	CYNDI GAMBREL	112.47
4/13/07	63595	D A B CONSTRUCTORS INC	1,840.50
4/13/07	63596	DADE PAPER & BAG CO	1,170.00
4/13/07	63597	DAVID CAVALIER	102.00
4/13/07	63598	DAVID NEWMAN	225.00
4/13/07	63599	DAVIS SUPPLY INC	1,655.27
4/13/07	63600	DAY METAL PRODUCTS LLC	44.04
4/13/07	63601	DEBRA DENNISON	35.62
4/13/07	63602	DEPARTMENT OF MANAGEMENT SERVICES	9.15
4/13/07	63603	DESIGNLAB INC	1,672.00
4/13/07	63604	DIANE B ROWDEN	251.95
4/13/07	63605	DIANE M VAILLANCOURT	39.16
4/13/07	63606	DON COPELAND	1.88
4/13/07	63607	DON REID FORD	26,915.00
4/13/07	63608	DON STINE CONSTRUCTION INC	845.05
4/13/07	63609	DONALD HENSLEY	54.89
4/13/07	63610	DOOR & HARDWARE OPENINGS INC	1,140.00
4/13/07	63611	ECONOLITE CONTROL PRODUCTS INC	3,377.00
4/13/07	63612	ED BUNNELL	45.00
4/13/07	63613	EDWARD M HEALION	65.46
4/13/07	63614	ELECTRONIC ENTERPRISES INC	900.00
4/13/07	63615	ELIZABETH SANTOS	35.06
4/13/07	63616	ELMER RAY GARNER	31.37
4/13/07	63617	EMBARQ	86.88
4/13/07	63618	EMBRY RIDDLE AERONAUTICAL UNIV	38.06
4/13/07	63619	EMPIRE TRUCK & INDUSTRIAL PARTS INC	157.55
4/13/07	63620	EMPLOYEE MEDICAL SERVICES INC	1,125.00
4/13/07	63621	ENCORE BROADCAST EQUIPMENT SALES	1,634.00
4/13/07	63622	ENVIRO GROUP INC	18,540.00
4/13/07	63623	ENVIRONMENTAL SYSTEMS RESEARCH	1,400.00
4/13/07	63624	ER JAHNA INDUSTRIES INC	19,091.84
4/13/07	63625	ERIC A LANHAM	70.97
4/13/07	63626	FANNIE GENTLES	210.00
4/13/07	63627	FEDERAL RESERVE BANK OF CLEVELAND	600.00
4/13/07	63628	FEDEX	29.88
4/13/07	63629	FERGUSON ENTERPRISES INC	281.35
4/13/07	63630	FIRST FLORIDA LLC	25.00

Checks Issued

Check Date	Check #	Vendor Name	Total
4/13/07	63631	FLEETPRIDE INC	54.07
4/13/07	63632	FLORIDA ASSOCIATION OF COUNTY EMS	125.00
4/13/07	63633	FLORIDA CENTRAL CREDIT UNION	7,331.00
4/13/07	63634	FLORIDA PEST CONTROL & CHEMICAL CO	250.00
4/13/07	63635	FRANK K & ELIZABETH SCHMIDT	53.14
4/13/07	63636	FRED & MAGGIE THOMPSON	30.18
4/13/07	63637	GARTH C COLLER	40.00
4/13/07	63638	GENERAL REVENUE CORPORATION	132.64
4/13/07	63639	GEORGE SAMUELSEN	282.60
4/13/07	63640	GERRIE REED	4.51
4/13/07	63641	GLOBAL PARTNERS	800.00
4/13/07	63642	GOLDEN X PLUMBING SUPPLY INC	6,744.45
4/13/07	63643	GRANT HOMES LLC	884.77
4/13/07	63644	GUANGYE HU	50.00
4/13/07	63645	HARTFORD	486.37
4/13/07	63646	HARTFORD LIFE	5,743.04
4/13/07	63647	HARTLAND HOMES INC	30.51
4/13/07	63648	HC WORKERS COMPENSATION FUND	49,151.60
4/13/07	63649	HCUD-SOLID WASTE DIVISION	1,940.64
4/13/07	63650	HDR ENGINEERING INC	89,487.04
4/13/07	63651	HELEN VAUGHN	17.33
4/13/07	63652	HERITAGE PROPANE SPRING HILL	1,144.22
4/13/07	63653	HERMAN & AMY H SAKOWITZ	3.15
4/13/07	63654	HERNANDO BEACH CRIME WATCH	350.00
4/13/07	63655	HERNANDO CO CCC-CIVIL DIVISION	663.50
4/13/07	63656	HERNANDO COUNTY CCC	3,045.00
4/13/07	63657	HERNANDO COUNTY CCC	1,363.40
4/13/07	63658	HERNANDO COUNTY PROFESSIONAL	2,182.50
4/13/07	63659	HERNANDO COUNTY SCHOOL BOARD	239,394.56
4/13/07	63660	HERNANDO COUNTY SHERIFFS OFFICE	4,288.00
4/13/07	63661	HERNANDO COUNTY TAX COLLECTOR	332.80
4/13/07	63662	HERNANDO COUNTY UTILITIES DEPT	196.06
4/13/07	63663	HERNANDO REALTY CORP	1,000.00
4/13/07	63664	HILL N DALE CRIME WATCH INC	350.00
4/13/07	63665	HOME DEPOT	483.70
4/13/07	63666	INFOBASE PUBLISHING	31.00
4/13/07	63667	INGRAM LIBRARY SERVICES	319.47
4/13/07	63668	JAMES PATERNO	2.51
4/13/07	63669	JAMES VIZCARRONDO	50.00
4/13/07	63670	JASON CHANDLER	29.21
4/13/07	63671	JERRY ROBERT	512.00
4/13/07	63672	JERRY ULM DODGE	356.03
4/13/07	63673	JILL CUSTER	80.00
4/13/07	63674	JOHN & MARIA AMARAI	47.51
4/13/07	63675	JOHN DOYLE	19.35
4/13/07	63676	JOHN J KOUBA	19.90
4/13/07	63677	JOHNS EASTERN COMPANY INC	21,045.27
4/13/07	63678	JOHNS EASTERN COMPANY INC	9,128.50
4/13/07	63679	JOSEPH HENRI	41.31
4/13/07	63680	JOSEPH TACHER	17.33
4/13/07	63681	JOSHUA D CHOATE	59.79
4/13/07	63682	K HOVNANIAN WINDWARD HOMES	95.81
4/13/07	63683	KASEY BRANCH	100.00

Checks Issued

Check Date	Check #	Vendor Name	Total
4/13/07	63684	KATHY JONES	40.46
4/13/07	63685	KENNETH WARNSTADT ESQ	1,530.00
4/13/07	63686	KENTRON HEALTH CARE	125.00
4/13/07	63687	KENWORTH OF CENTRAL FLORIDA	4,180.59
4/13/07	63688	KESLEY C CRAWFORD	13.90
4/13/07	63689	KEVIN RUPIN	50.00
4/13/07	63690	KONICA MINOLTA BUSINESS SOLUTIONS	606.58
4/13/07	63691	LANDIG TRACTOR CO INC	67.29
4/13/07	63692	LANDQUEST TITLE	32,000.00
4/13/07	63693	LANE ELECTRIC	2,480.00
4/13/07	63694	LANIER WORLDWIDE INC	431.99
4/13/07	63695	LAURA A POVITCH	76.83
4/13/07	63696	LENNAR HOMES INC	97.58
4/13/07	63697	LEVITT & SONS MODEL HOMES	956.28
4/13/07	63698	LEXINGTON HOMES INC	356.39
4/13/07	63699	LINDA COMFORT	53.00
4/13/07	63700	MANSFIELD OIL COMPANY	5,516.40
4/13/07	63701	MARCI MEDNICK	37.49
4/13/07	63702	MARCIE LYN LEBLANC	5.69
4/13/07	63703	MARONDA HOMES INC OF FLORIDA	33.84
4/13/07	63704	MARONDA HOMES INC OF FLORIDA	6.23
4/13/07	63705	MARY BEERS	50.00
4/13/07	63706	MATTHEW L WIRGLER	13.65
4/13/07	63707	MELISSA HOOIE	15.00
4/13/07	63708	MELLON TRUST OF NEW ENGLAND NA	1,227.37
4/13/07	63709	MELVIN TOBEY JR	50.00
4/13/07	63710	MERCEDES HOMES	144.31
4/13/07	63711	MERCEDES HOMES INC	33.66
4/13/07	63712	MI HOMES	436.71
4/13/07	63713	MICHAEL JONES	136.00
4/13/07	63714	MICHAEL WITHEROW	166.50
4/13/07	63715	MICHAELS CUSTOM HOMES INC	11.22
4/13/07	63716	MIDWEST TAPE	355.64
4/13/07	63717	MIGUEL & YVETTE PETRUZELLI	2.32
4/13/07	63718	MIGUEL GODOY	29.81
4/13/07	63719	MILLER BROS GIANT TIRE SERVICE INC	554.95
4/13/07	63720	MUNICIPAL SUPPLY & SIGN COMPANY	11,910.00
4/13/07	63721	MUSCULAR DYSTROPHY ASSOCIATON	126.50
4/13/07	63722	NAFECO INC	5,604.25
4/13/07	63723	NANCY THOMPSON	5.78
4/13/07	63724	NANDLALL SHIWNATH	58.34
4/13/07	63725	NANETTE MORGANTI	37.37
4/13/07	63726	NATIONWIDE RETIREMENT SOLUTIONS	4,445.21
4/13/07	63727	NATURE COAST FGFOA	35.00
4/13/07	63728	NEXT CONNECT NETWORKS	1,499.85
4/13/07	63729	NEXTEL COMMUNICATIONS	286.06
4/13/07	63730	NEXTEL COMMUNICATIONS	836.78
4/13/07	63731	NEXTEL COMMUNICATIONS	476.78
4/13/07	63732	NEXTEL COMMUNICATIONS	93.38
4/13/07	63733	NORTH AMERICAN TITLE	21,575.00
4/13/07	63734	NORTH AMERICAN TITLE	36,798.00
4/13/07	63735	NUTRITION ACTION	35.00
4/13/07	63736	ODYSSEY MFG CO	1,953.00

Checks Issued

Check Date	Check #	Vendor Name	Total
4/13/07	63737	OEC BUSINESS INTERIORS	278.01
4/13/07	63739	OFFICE DEPOT	3,226.71
4/13/07	63740	OFFICE OF STUDENT FINANCIAL ASSIST	25.00
4/13/07	63741	OHIO CHILD SUPPORT PAYMENT CENTRAL	114.55
4/13/07	63742	OLEN CASSON	47.50
4/13/07	63743	ORLANDO C VILLAMIL	36.49
4/13/07	63744	OTIS BROWN	92.50
4/13/07	63745	P&K HYDRAULICS INC	427.95
4/13/07	63746	P/C MILLER	972.00
4/13/07	63747	PA SCDU	202.00
4/13/07	63748	PAM GAUVIN	80.00
4/13/07	63749	PANDA CONSTRUCTION	87.84
4/13/07	63750	PARAMOUNT TITLE CORPORATION	34,380.00
4/13/07	63751	PAT MEIER	50.00
4/13/07	63752	PATRICIA ATIENZA CUNANAN	16.24
4/13/07	63753	PATRICK DELMAR	13.54
4/13/07	63754	PAUL M & CESALTINA L BATISTA	79.20
4/13/07	63755	PAUL ROACH	24.01
4/13/07	63756	PHYLLIS D ALEXANDEROFF	28.47
4/13/07	63757	PINEAPPLE PRESS	30.78
4/13/07	63758	POT O'GOLD PRODUCTIONS INC	318.00
4/13/07	63759	PRECISION EDGE LAWN CARE INC	165.00
4/13/07	63760	PRINCIPAL LIFE INSURANCE CO	21,846.29
4/13/07	63761	PROFESSIONAL FIREFIGHTERS	2,494.70
4/13/07	63762	PROFESSIONAL FIREFIGHTERS	843.00
4/13/07	63763	PROGRESS ENERGY FLORIDA INC	2,290.00
4/13/07	63764	PULTE HOMES	152.16
4/13/07	63765	R W SUMMERS RAILROAD CONTRACTOR INC	375.00
4/13/07	63766	RESEARCHERS ASSOCIATES INC	1,146.00
4/13/07	63767	REXEL CONSOLIDATED	1,936.81
4/13/07	63768	RICHARD W FENIN	21.93
4/13/07	63769	RICKIE D HARTLEY	333.00
4/13/07	63770	RIDGE MANOR CRIME WATCH INC	350.00
4/13/07	63771	RING POWER CORP	5,909.61
4/13/07	63772	ROBERT GALVIN	271.50
4/13/07	63773	ROBERT STOCKTON	161.00
4/13/07	63774	ROBERT WHITMORE FUND	325.81
4/13/07	63775	ROGERS SIGN CORP	110.00
4/13/07	63776	RONALD BEERS	45.00
4/13/07	63777	ROSE ROCCO	251.95
4/13/07	63778	ROSINO SALDINO	4.14
4/13/07	63779	RYAN CHEEK	136.00
4/13/07	63780	RYLAND GROUP INC	11.85
4/13/07	63781	SALEM PRESS INC	581.00
4/13/07	63782	SAM'S WRECKER SERVICE	50.00
4/13/07	63783	SANDRA COVER	26.25
4/13/07	63784	SCOTT CALLARI	166.50
4/13/07	63785	SENICA AIR CONDITIONING INC	3,031.71
4/13/07	63786	SHAKEMA BROADHEAD	30.88
4/13/07	63787	SHANE HARTMAN	68.00
4/13/07	63788	SHARP CRIME WATCH	1,225.00
4/13/07	63789	SHERRA URIBE	42.79
4/13/07	63790	SHIQUAN DANIELS	6.20

Checks Issued

Date: 4/17/2007

Check Date	Check #	Vendor Name	Total
4/13/07	63791	SOD MART	1,027.20
4/13/07	63792	SOUTHEAST TITLE INSURANCE	22,055.00
4/13/07	63793	SOUTHEASTERN EMERGENCY EQUIPMENT	882.60
4/13/07	63794	SPRING HAVEN APARTMENTS	11.45
4/13/07	63795	SPRING HILL ASSOCIATES LTD	8,334.00
4/13/07	63796	STANDARD INSURANCE COMPANY	11,601.85
4/13/07	63797	STANDARD INSURANCE COMPANY	1,195.14
4/13/07	63798	STANDARD INSURANCE COMPANY	3,291.80
4/13/07	63799	STEFANIE HIBBERT	28.49
4/13/07	63800	STEPHEN & JENNIFER ADAMS	24.19
4/13/07	63801	STEVE KLAPKA	92.00
4/13/07	63802	STEVEN LILLEY	24.66
4/13/07	63803	STEVEN W KING	213.00
4/13/07	63804	SUNGARD PENTAMATION INC	13,865.00
4/13/07	63805	SUSAN RUPE	498.37
4/13/07	63806	SUSANNE MUNZ & ELLEN BENDER	35.78
4/13/07	63807	TECHNICAL SALES CORP	3,391.62
4/13/07	63808	TEMPLE INC	8,020.95
4/13/07	63809	TEN 8 FIRE EQUIPMENT INC	3,789.32
4/13/07	63810	THOMSON GALE	575.72
4/13/07	63811	TIMES PUBLISHING CO	22.87
4/13/07	63812	TOM & NAOMI MOON	23.45
4/13/07	63813	TOMMIE DAWSON REALTY	4,901.81
4/13/07	63814	TONY GEBHARDT	50.00
4/13/07	63815	TRACY CUMMINGS	3.28
4/13/07	63816	TRANSPORTATION CONTROL SYSTEMS INC	1,218.00
4/13/07	63817	TRI ANIM HEALTH SERVICES INC	2,472.84
4/13/07	63818	UNIFIRST CORPORATION	897.40
4/13/07	63819	UNITED STATES POSTAL SERVICE	600.00
4/13/07	63820	UNITED STATES TREASURY	50.00
4/13/07	63821	UNITED TELEPHONE SOLUTIONS INC	220.00
4/13/07	63822	UNITED WAY OF HERNANDO COUNTY	123.00
4/13/07	63823	US HOMES	86.20
4/13/07	63824	US POSTAL SERVICE	1,000.00
4/13/07	63825	US TANKER-FIRE APPARATUS INC	190.04
4/13/07	63826	USA TOOLS	2,750.00
4/13/07	63827	VALERIE DOWD	114.38
4/13/07	63828	VALIC RETIREMENT SERVICES COMPANY	4,199.62
4/13/07	63829	VINCENT GUAN DIAU	55.90
4/13/07	63830	WASTE MANAGEMENT OF PASCO	124.90
4/13/07	63831	WASTE SERVICES OF FLORIDA INC	93.68
4/13/07	63832	WHETSTONE OIL COMPANY	677.60
4/13/07	63833	WILLIAM BERRINGER	18.62
4/13/07	63834	WILLIAM BUCHALSKI	398.00
4/13/07	63835	WILLIAM LAURIA	29.20
4/13/07	63836	WILLIAM U PENA	5.36
4/13/07	63837	WILLIAM W ERICKSON	44.46
4/13/07	63838	WILLIAMS SCOTSMAN INC	182.00
4/13/07	63839	WINDJAMMER HOME BUILDERS INC	29.17
4/13/07	63840	WITHLACOOCHEE REGIONAL PLANNING	750.00
4/13/07	63841	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1,693.37
4/13/07	63842	WWJB 1450 RADIO	160.00
4/13/07	63843	XEROX CORPORATION	644.31

HERNANDO COUNTY CLERK OF CIRCUIT COURT
FINANCE DEPARTMENT

MEMORANDUM

RECEIVED
BOARD OF COUNTY COMM
HERNANDO COUNTY
2007 APR 17 PM 3:35

TO: Board of County Commissioners

FROM: Karen Nicolai, Clerk of Circuit Court

DATE: April 13, 2007

RE: Board of County Commissioners Approval of Disbursements

In compliance with Florida Statute 136.06, the attached check register of accounts payable disbursements from the Board of County Commissioners funds for the week ending April 13, 2007 is submitted for your approval.

The total Board of County Commissioners payroll disbursements were $1,125,021.68 net for the week ending April 13, 2007.

If you would like to review the documentation for any of these disbursements, please contact Amy Gillis at 540-6788.

Thank you for your continued cooperation.

CONSENT AGENDA ITEM 14.

Checks Issued

Check Date	Check #	Vendor Name	Total
4/13/07	63844	ZAKI JABER	13.34
4/13/07	63845	ZIMMET UNICE SALZMAN & HEYMAN PA	1,537.50
4/13/07	63846	VOID-VOID-VOID	180,559.72
4/13/07	63847	VOID-VOID-VOID	228,405.82
4/13/07	63848	VOID-VOID-VOID	13,155.00
4/13/07	63849	VOID-VOID-VOID	8,355.35
4/13/07	63850	VOID-VOID-VOID	254.44
4/13/07	63851	VOID-VOID-VOID FLORIDA RETIREMENT	197,561.72
4/13/07	EFT467	AFLAC - VOID	6,247.75
4/13/07	EFT468	FLORIDA DEPART OF REV VOID-EFT-VOID	9,513.53
4/13/07	EFT469	FLORIDA DEPARTMENT OF REVENUE-VOID	2,791.05
4/13/07	EFT470	FLORIDA DEPARTMENT OF REVENUE-VOID	20.99
4/13/07	EFT471	GULF COAST TITLE CO INC	156,365.00
	331 Items		**Total $ 2,610,646.91**

Checks Issued

Date: 4/17/2007

Check Date	Check #	Vendor Name	Total
4/13/07	63525	A CIVIL DESIGN GROUP LLC	500.00
4/13/07	63526	AAA WHITES SEPTIC TANK SERVICE INC	475.50
4/13/07	63527	ACCENT CARPET AND TILE	1,917.00
4/13/07	63528	ADAMS HOMES OF NW FL INC	143.06
4/13/07	63529	AIR MECHANICAL & SERVICE CORP	6,394.00
4/13/07	63530	ALEXANDER CUSTOM HOMES	67.50
4/13/07	63531	ALL AMERICAN U CART	189.00
4/13/07	63532	ALLISON MCKAY	14.07
4/13/07	63533	ALLSTAR AWARDS & TROPHIES	249.90
4/13/07	63534	AMBER COSTA	300.00
4/13/07	63535	AMERICA B TODD	49.11
4/13/07	63536	AMERICAN CONSULTING ENGINEERS	41,880.50
4/13/07	63537	AMERICAN MESSAGING	82.14
4/13/07	63538	ANDREW LIMBRECHT JR	51.00
4/13/07	63539	ANIXTER	1,718.00
4/13/07	63540	ANNETTE CALISE	43.21
4/13/07	63541	ANZEL LOVETT	111.00
4/13/07	63542	AQUATIC BIOLOGISTS INC	1,250.00
4/13/07	63543	ARCH WIRELESS	21.30
4/13/07	63544	ARTISTIC HOME ENTERPRISES INC	56.66
4/13/07	63545	AT&T	24.96
4/13/07	63546	AUTOWAY FORD LINCOLN MERCURY	398.27
4/13/07	63547	AVATAR PROPERTIES INC	36.00
4/13/07	63548	BAILEY HOMES	22.55
4/13/07	63549	BAKER & TAYLOR ENTERTAINMENT	167.80
4/13/07	63550	BAKER & TAYLOR INC	309.59
4/13/07	63551	BBC AUDIOBOOKS AMERICA	187.38
4/13/07	63552	BECK'S RADIATOR SHOP	185.00
4/13/07	63553	BELL RENTAL & SALES INC	407.96
4/13/07	63554	BIG REDD CARTING	284.08
4/13/07	63555	BIGGERS TOWING AND RECOVERY	406.00
4/13/07	63556	BOUND TREE MEDICAL LLC	1,650.91
4/13/07	63557	BRANDON VALENCA	40.00
4/13/07	63558	BRIGHT HOUSE NETWORKS	2,776.00
4/13/07	63559	BRIGHT HOUSE NETWORKS	898.70
4/13/07	63560	BROAD AND WISCON SELF STORAGE	234.00
4/13/07	63561	BROOKSVILLE DRUGS	229.25
4/13/07	63562	BROOKSVILLE PRIMARY CARE	1,165.00
4/13/07	63563	BROOKSVILLE WELDING CO	245.00
4/13/07	63564	BUMPER TO BUMPER	509.04
4/13/07	63565	CALIFORNIA STATE DISBURSEMENT UNIT	195.24
4/13/07	63566	CANDLELIGHT FITNESS & WELLNESS CTR	10.65
4/13/07	63567	CARDIAC SCIENCE CORP	10,120.00
4/13/07	63568	CARLIMAC LLC	32.33
4/13/07	63569	CARQUEST AUTO PARTS	669.60
4/13/07	63570	CDW GOVERNMENT INC	7,773.00
4/13/07	63571	CENTER POINT LARGE PRINT	1,201.33
4/13/07	63572	CENTRAL FLORIDA TACTICAL	1,674.50
4/13/07	63573	CHRISTIAN FELLOWSHIP CHURCH	21.00
4/13/07	63574	CHRISTOPHER DIDONNA	69.98
4/13/07	63575	CHRISTOPHER ERICKSON	69.00
4/13/07	63576	CISCO	800.00
4/13/07	63577	CITY OF BROOKSVILLE	4,768.43

Checks Issued

Check Date	Check #	Vendor Name	Total
4/13/07	63578	CITY OF BROOKSVILLE	3,850.54
4/13/07	63579	CITY OF BROOKSVILLE	710.52
4/13/07	63580	CLAIRE MASTIN TTEE	27.20
4/13/07	63581	CLEARSOFT INC	237.50
4/13/07	63582	CLERK LAKE SUPERIOR COURT	300.00
4/13/07	63583	CLERK US DISTRICT COURT	165.00
4/13/07	63584	COBRA CONSTRUCTION & PLUMBING INC	1,397.00
4/13/07	63585	COLETTE LANE	60.00
4/13/07	63586	COMPBENEFITS COMPANY	3,518.22
4/13/07	63587	COOKS TERMITE AND PEST CONTROL	126.41
4/13/07	63588	CORRECTIONS CORPORATION OF AMERICA	841,265.60
4/13/07	63589	CORTEZ DRUGS	74.88
4/13/07	63590	COVERALL NORTH AMERICA INC	269.00
4/13/07	63591	COZY HOMES	30.44
4/13/07	63592	CRYSTAL BOUCHER	13.27
4/13/07	63593	CUSTOM FIBERGLASS COACHES	1,079.00
4/13/07	63594	CYNDI GAMBREL	112.47
4/13/07	63595	D A B CONSTRUCTORS INC	1,840.50
4/13/07	63596	DADE PAPER & BAG CO	1,170.00
4/13/07	63597	DAVID CAVALIER	102.00
4/13/07	63598	DAVID NEWMAN	225.00
4/13/07	63599	DAVIS SUPPLY INC	1,655.27
4/13/07	63600	DAY METAL PRODUCTS LLC	44.04
4/13/07	63601	DEBRA DENNISON	35.62
4/13/07	63602	DEPARTMENT OF MANAGEMENT SERVICES	9.15
4/13/07	63603	DESIGNLAB INC	1,672.00
4/13/07	63604	DIANE B ROWDEN	251.95
4/13/07	63605	DIANE M VAILLANCOURT	39.16
4/13/07	63606	DON COPELAND	1.88
4/13/07	63607	DON REID FORD	26,915.00
4/13/07	63608	DON STINE CONSTRUCTION INC	845.05
4/13/07	63609	DONALD HENSLEY	54.89
4/13/07	63610	DOOR & HARDWARE OPENINGS INC	1,140.00
4/13/07	63611	ECONOLITE CONTROL PRODUCTS INC	3,377.00
4/13/07	63612	ED BUNNELL	45.00
4/13/07	63613	EDWARD M HEALION	65.46
4/13/07	63614	ELECTRONIC ENTERPRISES INC	900.00
4/13/07	63615	ELIZABETH SANTOS	35.06
4/13/07	63616	ELMER RAY GARNER	31.37
4/13/07	63617	EMBARQ	86.88
4/13/07	63618	EMBRY RIDDLE AERONAUTICAL UNIV	38.06
4/13/07	63619	EMPIRE TRUCK & INDUSTRIAL PARTS INC	157.55
4/13/07	63620	EMPLOYEE MEDICAL SERVICES INC	1,125.00
4/13/07	63621	ENCORE BROADCAST EQUIPMENT SALES	1,634.00
4/13/07	63622	ENVIRO GROUP INC	18,540.00
4/13/07	63623	ENVIRONMENTAL SYSTEMS RESEARCH	1,400.00
4/13/07	63624	ER JAHNA INDUSTRIES INC	19,091.84
4/13/07	63625	ERIC A LANHAM	70.97
4/13/07	63626	FANNIE GENTLES	210.00
4/13/07	63627	FEDERAL RESERVE BANK OF CLEVELAND	600.00
4/13/07	63628	FEDEX	29.88
4/13/07	63629	FERGUSON ENTERPRISES INC	281.35
4/13/07	63630	FIRST FLORIDA LLC	25.00

Checks Issued

Check Date	Check #	Vendor Name	Total
4/13/07	63631	FLEETPRIDE INC	54.07
4/13/07	63632	FLORIDA ASSOCIATION OF COUNTY EMS	125.00
4/13/07	63633	FLORIDA CENTRAL CREDIT UNION	7,331.00
4/13/07	63634	FLORIDA PEST CONTROL & CHEMICAL CO	250.00
4/13/07	63635	FRANK K & ELIZABETH SCHMIDT	53.14
4/13/07	63636	FRED & MAGGIE THOMPSON	30.18
4/13/07	63637	GARTH C COLLER	40.00
4/13/07	63638	GENERAL REVENUE CORPORATION	132.64
4/13/07	63639	GEORGE SAMUELSEN	282.60
4/13/07	63640	GERRIE REED	4.51
4/13/07	63641	GLOBAL PARTNERS	800.00
4/13/07	63642	GOLDEN X PLUMBING SUPPLY INC	6,744.45
4/13/07	63643	GRANT HOMES LLC	884.77
4/13/07	63644	GUANGYE HU	50.00
4/13/07	63645	HARTFORD	486.37
4/13/07	63646	HARTFORD LIFE	5,743.04
4/13/07	63647	HARTLAND HOMES INC	30.51
4/13/07	63648	HC WORKERS COMPENSATION FUND	49,151.60
4/13/07	63649	HCUD-SOLID WASTE DIVISION	1,940.64
4/13/07	63650	HDR ENGINEERING INC	89,487.04
4/13/07	63651	HELEN VAUGHN	17.33
4/13/07	63652	HERITAGE PROPANE SPRING HILL	1,144.22
4/13/07	63653	HERMAN & AMY H SAKOWITZ	3.15
4/13/07	63654	HERNANDO BEACH CRIME WATCH	350.00
4/13/07	63655	HERNANDO CO CCC-CIVIL DIVISION	663.50
4/13/07	63656	HERNANDO COUNTY CCC	3,045.00
4/13/07	63657	HERNANDO COUNTY CCC	1,363.40
4/13/07	63658	HERNANDO COUNTY PROFESSIONAL	2,182.50
4/13/07	63659	HERNANDO COUNTY SCHOOL BOARD	239,394.56
4/13/07	63660	HERNANDO COUNTY SHERIFFS OFFICE	4,288.00
4/13/07	63661	HERNANDO COUNTY TAX COLLECTOR	332.80
4/13/07	63662	HERNANDO COUNTY UTILITIES DEPT	196.06
4/13/07	63663	HERNANDO REALTY CORP	1,000.00
4/13/07	63664	HILL N DALE CRIME WATCH INC	350.00
4/13/07	63665	HOME DEPOT	483.70
4/13/07	63666	INFOBASE PUBLISHING	31.00
4/13/07	63667	INGRAM LIBRARY SERVICES	319.47
4/13/07	63668	JAMES PATERNO	2.51
4/13/07	63669	JAMES VIZCARRONDO	50.00
4/13/07	63670	JASON CHANDLER	29.21
4/13/07	63671	JERRY ROBERT	512.00
4/13/07	63672	JERRY ULM DODGE	356.03
4/13/07	63673	JILL CUSTER	80.00
4/13/07	63674	JOHN & MARIA AMARAI	47.51
4/13/07	63675	JOHN DOYLE	19.35
4/13/07	63676	JOHN J KOUBA	19.90
4/13/07	63677	JOHNS EASTERN COMPANY INC	21,045.27
4/13/07	63678	JOHNS EASTERN COMPANY INC	9,128.50
4/13/07	63679	JOSEPH HENRI	41.31
4/13/07	63680	JOSEPH TACHER	17.33
4/13/07	63681	JOSHUA D CHOATE	59.79
4/13/07	63682	K HOVNANIAN WINDWARD HOMES	95.81
4/13/07	63683	KASEY BRANCH	100.00

Checks Issued

Check Date	Check #	Vendor Name	Total
4/13/07	63684	KATHY JONES	40.46
4/13/07	63685	KENNETH WARNSTADT ESQ	1,530.00
4/13/07	63686	KENTRON HEALTH CARE	125.00
4/13/07	63687	KENWORTH OF CENTRAL FLORIDA	4,180.59
4/13/07	63688	KESLEY C CRAWFORD	13.90
4/13/07	63689	KEVIN RUPIN	50.00
4/13/07	63690	KONICA MINOLTA BUSINESS SOLUTIONS	606.58
4/13/07	63691	LANDIG TRACTOR CO INC	67.29
4/13/07	63692	LANDQUEST TITLE	32,000.00
4/13/07	63693	LANE ELECTRIC	2,480.00
4/13/07	63694	LANIER WORLDWIDE INC	431.99
4/13/07	63695	LAURA A POVITCH	76.83
4/13/07	63696	LENNAR HOMES INC	97.58
4/13/07	63697	LEVITT & SONS MODEL HOMES	956.28
4/13/07	63698	LEXINGTON HOMES INC	356.39
4/13/07	63699	LINDA COMFORT	53.00
4/13/07	63700	MANSFIELD OIL COMPANY	5,516.40
4/13/07	63701	MARCI MEDNICK	37.49
4/13/07	63702	MARCIE LYN LEBLANC	5.69
4/13/07	63703	MARONDA HOMES INC OF FLORIDA	33.84
4/13/07	63704	MARONDA HOMES INC OF FLORIDA	6.23
4/13/07	63705	MARY BEERS	50.00
4/13/07	63706	MATTHEW L WIRGLER	13.65
4/13/07	63707	MELISSA HOOIE	15.00
4/13/07	63708	MELLON TRUST OF NEW ENGLAND NA	1,227.37
4/13/07	63709	MELVIN TOBEY JR	50.00
4/13/07	63710	MERCEDES HOMES	144.31
4/13/07	63711	MERCEDES HOMES INC	33.66
4/13/07	63712	MI HOMES	436.71
4/13/07	63713	MICHAEL JONES	136.00
4/13/07	63714	MICHAEL WITHEROW	166.50
4/13/07	63715	MICHAELS CUSTOM HOMES INC	11.22
4/13/07	63716	MIDWEST TAPE	355.64
4/13/07	63717	MIGUEL & YVETTE PETRUZELLI	2.32
4/13/07	63718	MIGUEL GODOY	29.81
4/13/07	63719	MILLER BROS GIANT TIRE SERVICE INC	554.95
4/13/07	63720	MUNICIPAL SUPPLY & SIGN COMPANY	11,910.00
4/13/07	63721	MUSCULAR DYSTROPHY ASSOCIATON	126.50
4/13/07	63722	NAFECO INC	5,604.25
4/13/07	63723	NANCY THOMPSON	5.78
4/13/07	63724	NANDLALL SHIWNATH	58.34
4/13/07	63725	NANETTE MORGANTI	37.37
4/13/07	63726	NATIONWIDE RETIREMENT SOLUTIONS	4,445.21
4/13/07	63727	NATURE COAST FGFOA	35.00
4/13/07	63728	NEXT CONNECT NETWORKS	1,499.85
4/13/07	63729	NEXTEL COMMUNICATIONS	286.06
4/13/07	63730	NEXTEL COMMUNICATIONS	836.78
4/13/07	63731	NEXTEL COMMUNICATIONS	476.78
4/13/07	63732	NEXTEL COMMUNICATIONS	93.38
4/13/07	63733	NORTH AMERICAN TITLE	21,575.00
4/13/07	63734	NORTH AMERICAN TITLE	36,798.00
4/13/07	63735	NUTRITION ACTION	35.00
4/13/07	63736	ODYSSEY MFG CO	1,953.00

Checks Issued

Check Date	Check #	Vendor Name	Total
4/13/07	63737	OEC BUSINESS INTERIORS	278.01
4/13/07	63739	OFFICE DEPOT	3,226.71
4/13/07	63740	OFFICE OF STUDENT FINANCIAL ASSIST	25.00
4/13/07	63741	OHIO CHILD SUPPORT PAYMENT CENTRAL	114.55
4/13/07	63742	OLEN CASSON	47.50
4/13/07	63743	ORLANDO C VILLAMIL	36.49
4/13/07	63744	OTIS BROWN	92.50
4/13/07	63745	P&K HYDRAULICS INC	427.95
4/13/07	63746	P/C MILLER	972.00
4/13/07	63747	PA SCDU	202.00
4/13/07	63748	PAM GAUVIN	80.00
4/13/07	63749	PANDA CONSTRUCTION	87.84
4/13/07	63750	PARAMOUNT TITLE CORPORATION	34,380.00
4/13/07	63751	PAT MEIER	50.00
4/13/07	63752	PATRICIA ATIENZA CUNANAN	16.24
4/13/07	63753	PATRICK DELMAR	13.54
4/13/07	63754	PAUL M & CESALTINA L BATISTA	79.20
4/13/07	63755	PAUL ROACH	24.01
4/13/07	63756	PHYLLIS D ALEXANDEROFF	28.47
4/13/07	63757	PINEAPPLE PRESS	30.78
4/13/07	63758	POT O'GOLD PRODUCTIONS INC	318.00
4/13/07	63759	PRECISION EDGE LAWN CARE INC	165.00
4/13/07	63760	PRINCIPAL LIFE INSURANCE CO	21,846.29
4/13/07	63761	PROFESSIONAL FIREFIGHTERS	2,494.70
4/13/07	63762	PROFESSIONAL FIREFIGHTERS	843.00
4/13/07	63763	PROGRESS ENERGY FLORIDA INC	2,290.00
4/13/07	63764	PULTE HOMES	152.16
4/13/07	63765	R W SUMMERS RAILROAD CONTRACTOR INC	375.00
4/13/07	63766	RESEARCHERS ASSOCIATES INC	1,146.00
4/13/07	63767	REXEL CONSOLIDATED	1,936.81
4/13/07	63768	RICHARD W FENIN	21.93
4/13/07	63769	RICKIE D HARTLEY	333.00
4/13/07	63770	RIDGE MANOR CRIME WATCH INC	350.00
4/13/07	63771	RING POWER CORP	5,909.61
4/13/07	63772	ROBERT GALVIN	271.50
4/13/07	63773	ROBERT STOCKTON	161.00
4/13/07	63774	ROBERT WHITMORE FUND	325.81
4/13/07	63775	ROGERS SIGN CORP	110.00
4/13/07	63776	RONALD BEERS	45.00
4/13/07	63777	ROSE ROCCO	251.95
4/13/07	63778	ROSINO SALDINO	4.14
4/13/07	63779	RYAN CHEEK	136.00
4/13/07	63780	RYLAND GROUP INC	11.85
4/13/07	63781	SALEM PRESS INC	581.00
4/13/07	63782	SAM'S WRECKER SERVICE	50.00
4/13/07	63783	SANDRA COVER	26.25
4/13/07	63784	SCOTT CALLARI	166.50
4/13/07	63785	SENICA AIR CONDITIONING INC	3,031.71
4/13/07	63786	SHAKEMA BROADHEAD	30.88
4/13/07	63787	SHANE HARTMAN	68.00
4/13/07	63788	SHARP CRIME WATCH	1,225.00
4/13/07	63789	SHERRA URIBE	42.79
4/13/07	63790	SHIQUAN DANIELS	6.20

Checks Issued

Date: 4/17/2007

Check Date	Check #	Vendor Name	Total
4/13/07	63791	SOD MART	1,027.20
4/13/07	63792	SOUTHEAST TITLE INSURANCE	22,055.00
4/13/07	63793	SOUTHEASTERN EMERGENCY EQUIPMENT	882.60
4/13/07	63794	SPRING HAVEN APARTMENTS	11.45
4/13/07	63795	SPRING HILL ASSOCIATES LTD	8,334.00
4/13/07	63796	STANDARD INSURANCE COMPANY	11,601.85
4/13/07	63797	STANDARD INSURANCE COMPANY	1,195.14
4/13/07	63798	STANDARD INSURANCE COMPANY	3,291.80
4/13/07	63799	STEFANIE HIBBERT	28.49
4/13/07	63800	STEPHEN & JENNIFER ADAMS	24.19
4/13/07	63801	STEVE KLAPKA	92.00
4/13/07	63802	STEVEN LILLEY	24.66
4/13/07	63803	STEVEN W KING	213.00
4/13/07	63804	SUNGARD PENTAMATION INC	13,865.00
4/13/07	63805	SUSAN RUPE	498.37
4/13/07	63806	SUSANNE MUNZ & ELLEN BENDER	35.78
4/13/07	63807	TECHNICAL SALES CORP	3,391.62
4/13/07	63808	TEMPLE INC	8,020.95
4/13/07	63809	TEN 8 FIRE EQUIPMENT INC	3,789.32
4/13/07	63810	THOMSON GALE	575.72
4/13/07	63811	TIMES PUBLISHING CO	22.87
4/13/07	63812	TOM & NAOMI MOON	23.45
4/13/07	63813	TOMMIE DAWSON REALTY	4,901.81
4/13/07	63814	TONY GEBHARDT	50.00
4/13/07	63815	TRACY CUMMINGS	3.28
4/13/07	63816	TRANSPORTATION CONTROL SYSTEMS INC	1,218.00
4/13/07	63817	TRI ANIM HEALTH SERVICES INC	2,472.84
4/13/07	63818	UNIFIRST CORPORATION	897.40
4/13/07	63819	UNITED STATES POSTAL SERVICE	600.00
4/13/07	63820	UNITED STATES TREASURY	50.00
4/13/07	63821	UNITED TELEPHONE SOLUTIONS INC	220.00
4/13/07	63822	UNITED WAY OF HERNANDO COUNTY	123.00
4/13/07	63823	US HOMES	86.20
4/13/07	63824	US POSTAL SERVICE	1,000.00
4/13/07	63825	US TANKER-FIRE APPARATUS INC	190.04
4/13/07	63826	USA TOOLS	2,750.00
4/13/07	63827	VALERIE DOWD	114.38
4/13/07	63828	VALIC RETIREMENT SERVICES COMPANY	4,199.62
4/13/07	63829	VINCENT GUAN DIAU	55.90
4/13/07	63830	WASTE MANAGEMENT OF PASCO	124.90
4/13/07	63831	WASTE SERVICES OF FLORIDA INC	93.68
4/13/07	63832	WHETSTONE OIL COMPANY	677.60
4/13/07	63833	WILLIAM BERRINGER	18.62
4/13/07	63834	WILLIAM BUCHALSKI	398.00
4/13/07	63835	WILLIAM LAURIA	29.20
4/13/07	63836	WILLIAM U PENA	5.36
4/13/07	63837	WILLIAM W ERICKSON	44.46
4/13/07	63838	WILLIAMS SCOTSMAN INC	182.00
4/13/07	63839	WINDJAMMER HOME BUILDERS INC	29.17
4/13/07	63840	WITHLACOOCHEE REGIONAL PLANNING	750.00
4/13/07	63841	WITHLACOOCHEE RIVER ELECTRIC CO-OP	1,693.37
4/13/07	63842	WWJB 1450 RADIO	160.00
4/13/07	63843	XEROX CORPORATION	644.31

CORRESPONDENCE TO NOTE
April 24, 2007

1. Received a memorandum from Finance Director Amy Gillis listing exceptions to the purchasing policy that took place in March 2007. In this case no purchase order was processed. The exceptions were reviewed by the department head, County Administrator, and the Finance Department before the disbursement was processed for payment. The exceptions were: $213.05 for RM Johnson Co., Inc., by Utilities – Solid Waste; $45.00 by BellData for Health & Human Services; $1,141.60 for by Heartland Services by H.C. Fire Rescue.

2. Received a copy of minutes of the meeting of the Board of Supervisors of the Killarney Community Development District held on December 11, 2006,and approved at the February 5, 2007 meeting. Copies have been forwarded to the County Commissioners, County Administrator, and Deputy County Administrator.

3. Received a letter from Sterling Hill Community Development District representative Steven P. Murman transmitting the annual Financial Audit Report pursuant to Section 11.45, and Section 189.418, Florida Statutes. An independent special district must file its Annual Financial Audit Report with the Office of the Auditor General and the Clerk of the governing County within 45 days of audit completion and within 12 months of fiscal year end.

KAREN NICOLAI
CLERK OF CIRCUIT COURT
FINANCE DEPARTMENT
20 N Main Street, Room 231 Brooksville, FL 34601

RECEIVED
BOARD OF COUNTY COMM.
HERNANDO COUNTY
2007 APR 12 PM 2:42

TO: Board of County Commissioners, Correspondence to Note

FROM: Amy Gillis, Finance Director

DATE: April 12, 2007

SUBJECT: Purchasing Policy Exceptions - March

The following purchasing policy exceptions took place in the month of March. In accordance with the request by the Board, the attached disbursement requests were returned to the originating department heads, reviewed by them, and forwarded to the County Administrator for approval for payment. Upon completion of this process, and after final review by the Finance Department, the disbursement requests were processed for payment. Additionally, Purchasing Card violations discovered during the monthly audit process are included as separate schedules.

Vendor	Exception	Amount	Department
RM Johnson Co., Inc.	No Purchase Order Issued	$ 213.05	Utilities - Solid Waste
BellData	No Purchase Order Issued	$ 45.00	Health & Human Svs.
Heartland Services	Over $1000 PCard limit	$1,141.60	H.C. Fire Rescue

Attachments

pc: Karen Nicolai, Clerk of Circuit Court
Gary Kuhl, County Administrator
Frances Pioszak, Asst. Finance Director

CTN 1

PURCHASING POLICY EXCEPTION FORM

TO: DEPARTMENT DIRECTOR David Horne
DEPARTMENT: HCED

FROM: NAME: Dianne Gianfrancesco
FINANCE - ACCOUNTS PAYABLE
VENDOR: RM Johnson Co Inc.
DATE RETURNED: 2/23/07

PC: Amy Gillis

The attached request for disbursement does not appear to be in compliance with County Purchasing Policy, for the following reason:

No PO issued

To process this disbursement, the request must be approved by the County Administrator. Please forward all documentation, with this form attached and letter of explanation, to the County Administrator's office.

TO: COUNTY ADMINISTRATOR

Please review, and upon approval, return to the Finance Department for processing.

APPROVED FOR PAYMENT:

COUNTY ADMINISTRATOR (or designee): Sandra Kibler
DATE: 2-27-07

APPROVED FOR PAYMENT:

FINANCE DIRECTOR/ ASST. FINANCE DIRECTOR _____
DATE: 3/6/07

01 23'02

paid 3/9/07

HERNANDO COUNTY UTILITIES DEPARTMENT
SOLID WASTE AND RECYCLING
VOUCHER TO BE PAID

Payee: RM Johnson Co., Inc.
P.O. Box "J"
Annandale, MN 55302-0110

DATE	DESCRIPTION	ACCOUNT TITLE	ACCOUNT NUMBER	AMOUNT
12/15/2006	21920	Repair/Maint-Equipment	07601 5304603	$213.05

TOTAL **$213.05**

NOTES: Pin and nuts for repairs to equipment.

Company does not take visa.

Kim Trent
PREPARED BY: **KIM TRENT,**
Accounting Technician II
Solid Waste & Recycling

for Scott D Harper
APPROVED BY: **BROOKS AHRENS,**
Finance Coordinator
Solid Waste & Recycling

APPROVED FOR PAYMENT:

D.W. Horne
DAVID HORNE, ASSISTANT UTILITIES DIRECTOR

DATE: 2/8/07

2007 FEB 12 PM 3:04

RECEIVED
KAREN NICOLAI CLERK
HERNANDO COUNTY FL

RM JOHNSON CO., INC.
PO BOX "J"
890 NORWAY DRIVE
ANNANDALE MN 55302-011(

(320)274-3594 Fax: (320)274-3859

Invoice File

<< I N V O I C E >>

Invoice No	Invoice Date	Page
00021920	12/15/2006	1

SOLD TO:
WASTFL
HERNANDO COUNTY
WASTE MANAGEMENT DIVISION
UTILITIES DEPARTMENT
14450 LANDFILL ROAD
BROOKSVILLE FL 34614

SHIP TO:
HERNANDO COUNTY
WASTE MANAGEMENT DIVISION
UTILITIES DEPARTMENT
14450 LANDFILL ROAD
BROOKSVILLE FL 34614

Total Due: 213.05

SLS	Due Date	Disc Due	Order No	Order Date	Ship Date	Ship No
LRD	12/15/2006		00003397		12/15/2006	000003

Terms	Customer PO Number	Ship Via
NET RECEIPT		DROP SHIP RED

Item/Description	TC	UOM	Ordered	Shipped	Unit Price	Extension
PIN 660268	00	EA	1.0000	1.0000	112.5600	112.56
NUT 365208	00	EA	1.0000	1.0000	5.6300	5.63

(2)

APPROVAL _____

PO# _____

ACCT# _____

THANK YOU FOR YOUR ORDER! Please Make Check To: RM JOHNSON CO., INC.

Subtotal : 118.19

Taxable	Nontaxable	Freight	Sales Tax	Misc Charge	Total
.00	118.19	94.86	.00	.00	213.05

pd. 3/23/07

PURCHASING POLICY EXCEPTION FORM

TO: DEPARTMENT DIRECTOR Jean Rags
DEPARTMENT: Health & Human Services

FROM: NAME: Denise Flores
FINANCE - ACCOUNTS PAYABLE
VENDOR: BellData
DATE RETURNED: 03/20/07

PC: Amy Gillis

The attached request for disbursement does not appear to be in compliance with County Purchasing Policy, for the following reason:

Purchasing criteria has not been met. Payment should have been processed on a Purchase Order.

To process this disbursement, the request must be approved by the County Administrator. Please forward all documentation, with this form attached and letter of explanation, to the County Administrator's office.

TO: COUNTY ADMINISTRATOR

Please review, and upon approval, return to the Finance Department for processing.

APPROVED FOR PAYMENT:

COUNTY ADMINISTRATOR (or designee): Tamara Kubel
DATE: 3-26-07

APPROVED FOR PAYMENT:

FINANCE DIRECTOR/ ASST. FINANCE DIRECTOR Frances Lusyk
DATE: 3/29/07

01/23/02

2007 MAR 26 PM 2:43

HEALTH & HUMAN SERVICES
COUNTY OF MONTEREY
RECEIVED

BELLDATA

P.O. Box 2785
Matthews, NC 28106
(704) 845-0460

Bill To: Hernando County Social Services

Invoice#: 2007-02221

Invoice Date: 2/22/2007

Item	Amount
AIMS! Support Incident	$45.00
Subtotal:	$45.00
Deposit Paid:	$0.00
Amount Due:	$45.00

APPROVAL 01 (3)

PO# ✓

ACCT# ✓

From: Donna Smith
To: Denise Flores
Date: 3/19/2007 2:34:52 PM
Subject: BellData Invoice

Denise.

Bell Data Systems, Inc. is the developer of our Agency Inforamtion Management System (AIMS) that we use to document client contacts for all programs. The service provided was a telephone consultation and on-line assistance to resolve a couple of software issues. This service is not needed very often and the Vendor no longer accepts credit cards. The Purchasing Department will not prepare a purchase order after the date of service.

Thank You :-> Donna K Smith
Health & Human Services Specialist
Hernando County Government
(352) 540-4338
dksmith@co.hernando.fl.us

The information contained in this facsimile is intended for the personal and confidential use of the designated recipient(s) named herein. The message may contain infomation that is exempt from disclosure under Chapter 119, Florida's Public Records Act and/or The Health Insurance Portability and Accountability Act. If the reader of this message is not the intended recipient(s), you are hereby notified that you have received this transmission in error and that any review, dissemination, distribution or copying of this message is strictly prohibited. If you have received this communication in error, please notify the sender in this office immediately at (352) 540-4338, and then return the original message to us at the above-mentioned address via U.S. Mail. Recipient will be promptly reimbursed for any postage or any other expense associated with the return of this document. Thank you for your anticipated cooperation.

CC: Jean Rags

PURCHASING CARD POLICY EXCEPTION FORM

TO: DEPARTMENT DIRECTOR: Larry Nichols
DEPARTMENT: HC FR 8

FROM: NAME: Nilda
FINANCE - ACCOUNTS PAYABLE
DATE RETURNED: 1-24-07

RE: CARDHOLDER: Richard Spears II
VENDOR: Heartland
DATE: 1-24-07

PC: Amy Gillis

The purchasing card transaction detailed above does not appear to be in compliance with County Purchasing Policy for the following reason:

Your purchase on Battens is over the $1,000.00 limit

This purchasing card exception must be approved by the County Administrator. Please forward all documentation, with this form attached and letter of explanation, to the County Administrator's office.

TO: COUNTY ADMINISTRATOR

Please review, and upon approval, return to the Finance Department.

APPROVED FOR PAYMENT:

COUNTY ADMINISTRATOR (or designee): Jamie Kile
DATE: 2-9-07

APPROVED FOR PAYMENT:

FINANCE DIRECTOR/ ASST. FINANCE DIRECTOR:
DATE: 3/6/07

HERNANDO COUNTY FIRE RESCUE DISTRICT

60 Veterans Ave.
Brooksville, Fl. 34601

To: Gary Kuhl, County Administrator

From: Michael V. Nickerson, Fire Chief / Director
Larry N. Nichols, Asst. Chief – Admin.

Date: February 1, 2007

Subj: Purchasing card Policy Exception Form Response

I spoke to Rick Spears about this purchase and he said he did not order these items during the same phone call but he did order them the same day. Rick said, he ordered the items on the day they were authorized, but the orders were apparently placed on the same invoice. I spoke with Christian from Heartland and they advised me that it is their common practice is if when they run a credit card and it does not go thru they split the purchase and run it again. By Heartland doing this it appears as though Rick had attempted to go over his daily and transaction limit of his county VISA card. Rick failed to confirm the total price prior to ending his conversation with heartland, which is a mistake that he has assured me will not occur again. He ordered the items and thought he was under his limit.

This occurrence is isolated to one transaction and he has been using his VISA on a regular basis for the purchase of computer hardware. It has been discussed with this employee and he has assured me that he will be more attentive to the final dollar amount that will be placed on his VISA.

RECEIVED
BOARD OF COUNTY COMM
HERNANDO COUNTY
2007 FEB 16 AM 9:36

Bank of America

Bank of America Corporate Purchasing Card Cardholder Activity

Statement Date	12-04-06	This is Not a Bill	
Credit Limit	$5,000	Do Not Pay	
Cash Limit	$0		
Days in Billing Cycle	30	Total Activity	$1,955.55

RICHARD SPEARS II
HERNANDO COUNTY BOCC

Card Account Number:
4715 2900 0473 7594

CARDHOLDER ACTIVITY

Post Date	Tran Date	Reference Number	Transactions	MCC	Charge	Credit
11-13	11-10	24761976314521950100061	CIRCLE K 05937 Q04 WEBSTER FL	5542	70.72	
11-14	11-12	24427336317050000453742	FLYING J SAN ANTONIO FL	5542	14.84	
11-20	11-18	24761976322521928080064	CIRCLE K 05937 Q04 WEBSTER FL	5542	25.97	
11-20	11-18	24761976322521928090063	CIRCLE K 05937 Q04 WEBSTER FL	5542	14.49	
11-22	11-21	24761976325521957340063	CIRCLE K 05937 Q04 WEBSTER FL	5542	12.93	
11-22	11-21	24761976325521957370060	CIRCLE K 05937 Q04 WEBSTER FL	5542	15.00	
11-29	11-28	24707806332980002864583	Heartland Services 913-685-8855 KS	5045	402.00	
11-29	11-28	24707806332980002864542	Heartland Services 913-685-8855 KS	5045	139.60	
12-04	12-01	24675506335525400870038	NEW HORIZONS CLC TAMPA TAMPA FL	8299	550.00	

Customer Service
1.888.449.2273, 24 hours

Outside the U.S.
1.602.597.4438, 24 hours

For Lost or Stolen Card:
1.888.449.2273, 24 hours

Send Billing Inquiries to:
BANK OF AMERICA
PO BOX 2463
SPOKANE WA 99210-2463

APPROVAL 10

PO# _____

ACCT# _____

Account Summary

Previous Balance		$0.00
Credits	-	$0.00
Cash	+	$0.00
Purchases	+	$1,955.55
Other Debits	+	$0.00
Overlimit Fees	+	$0.00
Cash Fees	+	$0.00
Other Fees	+	$0.00
Total Activity	=	$1,955.55

Please see the reverse side for information about your account.

---

orporate Purchasing Card

Bank of America

RECEIVED
CENTRAL PURCHASI
06 DEC 11 PM 12:

Account No.	4715 2900 0473 7594
Total Activity	$1,955.55

Cardholder Signature Date

envelope

Manager Signature Date

N091909

RICHARD SPEARS II
HERNANDO COUNTY BOCC
20 N MAIN ST. RM 265
ATTN DARLENE LOLLIE
BROOKSVILLE FL 34601-2817

47152900047375940000000000000

:549990011:00050004737594"

HSI0476107

Please Pay From This

INVOICE

Panasonic

Billing Acct. # 9-22023226
RICHARD SPEARS
HERNANDO COUNTY FLORIDA FD
6350 BILTMORE AVE

WEBSTER, FL 33597

Shipping Address
RICK SPEARS
HERNANDO COUNTY FLORIDA FD
6350 BILTMORE AVE

WEBSTER, FL 33597

Remit To: **HEARTLAND SERVICES, INC.**
14206 Overbrook
Leawood, KS 66224
(913) 685-8855
(913) 685-8555 Fax

Invoice Number	HSI0130035
Date of Invoice	11/28/2006
P.O. Number	VISA
Payment Due	~~Net 30~~
SHIP VIA:	DHL

Model: CF-18

Description	Qty	Unit Price	Amount
BATTERY	5	$140.52	$702.60
PROTECTIVE FILM	5	$79.00	$395.00

Subtotal:	$1,097.60
Shipping/Handling:	$74.00
****Sales Tax:**	$0.00
Total:	$1,171.60
Credit 11/28/2006:	$(30.00)
Remaining Balance:	$1,141.60

14206 OVERBROOK
LEAWOOD KS 66224-4536
913-685-8855
Phone Order

ID: 1234
Merchant: 2400065355
11/28/06 16:06:
AVS Code: N
Cust #: 922023226
PURCH
XXXXXXXXXXX7594M
Code: M
Code: 045824 Invoice#: 130035
#: 4761187
$ 739.60
$ 0.00
$ 739.60

Customer Copy
THANK YOU

Batteries

Thank You

* *This charge applies even if you choose not to repair the unit.*

** *Kansas customers must pay sales tax on all charges.*

+ Coverage protects against lost or damaged hardware, either to or from Heartland Services. The maximum value of any covered hardware repair or replacement is $3,000.00. Repair or replacement is at the sole discretion of Heartland Services, Inc. Software and non-Panasonic hardware accessories are not covered under this program. A decline of this coverage program results in the customer taking full responsibility of any damage or loss while unit is in transit.

Labor and replaced parts are warranted for thirty (30) days. This warranty covers failures due only to defects in materials or workmanship that occur during normal use. *Warranty excludes customer abuse.* Heartland Services, Inc. makes no warranties, express or implied, with respect to the software programs used or its medium. Heartland will not be responsible for any loss of data.

Returns are subject to a 15% restocking fee. All sales final after 30 days.

Printed Date:
11/28/2006

THANK YOU FOR YOUR BUSINESS!

Visit our web site at www.heartlandsi.com

999

Outstanding Visa issue's log **Dianne Gianfrancesco**

Dept	Dept	Card Holder	Vendor	Amount	Issue	Action Taken
			Jan 2007			
07121	HCUD	Dilts	Southwest air	49.30	In Dispute noted	To be credited by the bank
01421	Animal Svcs	Brown	Charlies Plumbing	9.04	Tax	To be credited per Lisa
01421	Animal Svcs	Brown	Dell Marketing	11.05	Tax	To be credited per Lisa
0170	Facilities Maintenance	Aldrich	Trane	32.78	Billed Twice	To be credited per Dept

Denise Flores

VISA

Statement Date: 2/04/07 - JANUARY 07 Charges

CARDHOLDER	DEPARTMENT	VENDOR	CHARGE	S/B	DISCREPENCY	ACTION TAKEN
Mark Estoch	02461-HCFR	Lowe's	5.68	5.33	0.35 tax	3/30/07-email to K.C.
Alice Gura	01101-Co Admin	Walmart (food Purchase) Apex " Mallie Kyla's "	51.26 25.50 492.25		Missing Documentation for workshop	3/30/07-email to A.G. (Rcv'd documentation)
Pam Harris	32056-EM Grant	Dell Marketing	116.60	109.79	6.81 tax	3/2/07-email to S. Anderson
Calvin Hatcher	02151-SHFD	Tampa Armature Works	739.00	690.65	48.35 tax	Tax credit forthcoming

Outstanding Visa issue's log

NILDA MORALES

Dept No	Dept	Card Holder	Vendor	Amount	Issue	Action Taken
			Jan 2007			
07601	Solid Waste	Kimberly Trend	Northern Safety Co	31.82	Sale tax charged of $1.95	Requested cre
04451	Parks	Don Pace	Apex Office Product	58.40	Duplicate invoice	E-mail to Charlene E
02281	HCFR	Roy Powers	A-1 Mower	7.80	Tax	E-mail Jill All
02281	HCFR	Richard Tincher	Wal-Mart	.27	Tax	E-mail B Rog
01421	Animal Control	Brenda Rogers	Wal-Mart	7.44	Men Wallet	E-mail B Rog
02811	Tourist	Sue Rupe	Hess	25.82	Loss Receipt	E-mail Sue Ru OK rec'd 4/4

KAREN NICOLAI
CLERK OF CIRCUIT COURT
FINANCE DEPARTMENT
20 N Main Street, Room 231 Brooksville, FL 34601

RECEIVED
BOARD OF COUNTY COMM.
HERNANDO COUNTY
2007 APR 12 PM 2:42

TO: Board of County Commissioners, Correspondence to Note

FROM: Amy Gillis, Finance Director

DATE: April 12, 2007

SUBJECT: Purchasing Policy Exceptions - March

The following purchasing policy exceptions took place in the month of March. In accordance with the request by the Board, the attached disbursement requests were returned to the originating department heads, reviewed by them, and forwarded to the County Administrator for approval for payment. Upon completion of this process, and after final review by the Finance Department, the disbursement requests were processed for payment. Additionally, Purchasing Card violations discovered during the monthly audit process are included as separate schedules.

Vendor	Exception	Amount	Department
RM Johnson Co., Inc.	No Purchase Order Issued	$ 213.05	Utilities - Solid Waste
BellData	No Purchase Order Issued	$ 45.00	Health & Human Svs.
Heartland Services	Over $1000 PCard limit	$1,141.60	H.C. Fire Rescue

Attachments

pc: Karen Nicolai, Clerk of Circuit Court
Gary Kuhl, County Administrator
Frances Pioszak, Asst. Finance Director

CTN 1

PURCHASING POLICY EXCEPTION FORM

TO: DEPARTMENT DIRECTOR David Horne
DEPARTMENT: HCED

FROM: NAME: Dianne Gianfrancesco
FINANCE - ACCOUNTS PAYABLE
VENDOR: RM Johnson Co Inc.
DATE RETURNED: 2/23/07

PC: Amy Gillis

The attached request for disbursement does not appear to be in compliance with County Purchasing Policy, for the following reason:

No PO issued

To process this disbursement, the request must be approved by the County Administrator. Please forward all documentation, with this form attached and letter of explanation, to the County Administrator's office.

TO: COUNTY ADMINISTRATOR

Please review, and upon approval, return to the Finance Department for processing.

APPROVED FOR PAYMENT:

COUNTY ADMINISTRATOR (or designee): Sandra Kibler
DATE: 2-27-07

APPROVED FOR PAYMENT:

FINANCE DIRECTOR/ ASST. FINANCE DIRECTOR _____
DATE: 3/6/07

01 23'02

paid 3/9/07

HERNANDO COUNTY UTILITIES DEPARTMENT
SOLID WASTE AND RECYCLING
VOUCHER TO BE PAID

Payee: RM Johnson Co., Inc.
P.O. Box "J"
Annandale, MN 55302-0110

DATE	DESCRIPTION	ACCOUNT TITLE	ACCOUNT NUMBER	AMOUNT
12/15/2006	21920	Repair/Maint-Equipment	07601 5304603	$213.05

TOTAL **$213.05**

NOTES: Pin and nuts for repairs to equipment.

Company does not take visa.

Kim Trent

PREPARED BY: **KIM TRENT,**
Accounting Technician II
Solid Waste & Recycling

for Scott D Harper

APPROVED BY: **BROOKS AHRENS,**
Finance Coordinator
Solid Waste & Recycling

APPROVED FOR PAYMENT:

D.W. Horne

DAVID HORNE, ASSISTANT UTILITIES DIRECTOR

DATE: 2/8/07

RECEIVED
KAREN NICOLAI CLERK
HERNANDO COUNTY FL
2007 FEB 12 PM 3:04

RM JOHNSON CO., INC.
PO BOX "J"
890 NORWAY DRIVE
ANNANDALE MN 55302-011(

(320)274-3594 Fax: (320)274-3859

Invoice File

<< I N V O I C E >>

Invoice No	Invoice Date	Page
00021920	12/15/2006	1

SOLD TO:
WASTFL
HERNANDO COUNTY
WASTE MANAGEMENT DIVISION
UTILITIES DEPARTMENT
14450 LANDFILL ROAD
BROOKSVILLE FL 34614

SHIP TO:
HERNANDO COUNTY
WASTE MANAGEMENT DIVISION
UTILITIES DEPARTMENT
14450 LANDFILL ROAD
BROOKSVILLE FL 34614

Total Due: 213.05

SLS	Due Date	Disc Due	Order No	Order Date	Ship Date	Ship No
LRD	12/15/2006		00003397		12/15/2006	000003

Terms	Customer PO Number	Ship Via
NET RECEIPT		DROP SHIP RED

Item/Description	TC	UOM	Ordered	Shipped	Unit Price	Extension
PIN 660268	00	EA	1.0000	1.0000	112.5600	112.56
NUT 365208	00	EA	1.0000	1.0000	5.6300	5.63

APPROVAL 2

PO# _____

ACCT# _____

THANK YOU FOR YOUR ORDER! Please Make Check To: RM JOHNSON CO., INC.

Subtotal : 118.19

Taxable	Nontaxable	Freight	Sales Tax	Misc Charge	Total
.00	118.19	94.86	.00	.00	213.05

pd. 3/23/07

PURCHASING POLICY EXCEPTION FORM

TO: DEPARTMENT DIRECTOR Jean Rags
DEPARTMENT: Health & Human Services

FROM: NAME: Denise Flores
FINANCE - ACCOUNTS PAYABLE
VENDOR: BellData
DATE RETURNED: 03/20/07

PC: Amy Gillis

The attached request for disbursement does not appear to be in compliance with County Purchasing Policy, for the following reason:

Purchasing criteria has not been met. Payment should have been processed on a Purchase Order.

To process this disbursement, the request must be approved by the County Administrator. Please forward all documentation, with this form attached and letter of explanation, to the County Administrator's office.

TO: COUNTY ADMINISTRATOR

Please review, and upon approval, return to the Finance Department for processing.

APPROVED FOR PAYMENT:

COUNTY ADMINISTRATOR (or designee): Tonya M. Kubb
DATE: 3-26-07

APPROVED FOR PAYMENT:

FINANCE DIRECTOR/ ASST. FINANCE DIRECTOR Frances Lusyi
DATE: 3/29/07

01/23/02

2007 MAR 26 PM 2:43

HENNEPIN COUNTY, MN
RECEIVED

BELLDATA

P.O. Box 2785
Matthews, NC 28106
(704) 845-0460

Bill To: Hernando County Social Services

Invoice#: 2007-02221

Invoice Date: 2/22/2007

Item	Amount
AIMS! Support Incident	$45.00
Subtotal:	$45.00
Deposit Paid:	$0.00
Amount Due:	$45.00

APPROVAL OF (3)

PO# ✓

ACCT# ✓

From: Donna Smith
To: Denise Flores
Date: 3/19/2007 2:34:52 PM
Subject: BellData Invoice

Denise.

Bell Data Systems, Inc. is the developer of our Agency Inforamtion Management System (AIMS) that we use to document client contacts for all programs. The service provided was a telephone consultation and on-line assistance to resolve a couple of software issues. This service is not needed very often and the Vendor no longer accepts credit cards. The Purchasing Department will not prepare a purchase order after the date of service.

Thank You :-> Donna K Smith
Health & Human Services Specialist
Hernando County Government
(352) 540-4338
dksmith@co.hernando.fl.us

The information contained in this facsimile is intended for the personal and confidential use of the designated recipient(s) named herein. The message may contain infomation that is exempt from disclosure under Chapter 119, Florida's Public Records Act and/or The Health Insurance Portability and Accountability Act. If the reader of this message is not the intended recipient(s), you are hereby notified that you have received this transmission in error and that any review, dissemination, distribution or copying of this message is strictly prohibited. If you have received this communication in error, please notify the sender in this office immediately at (352) 540-4338, and then return the original message to us at the above-mentioned address via U.S. Mail. Recipient will be promptly reimbursed for any postage or any other expense associated with the return of this document. Thank you for your anticipated cooperation.

CC: Jean Rags

PURCHASING CARD POLICY EXCEPTION FORM

TO: DEPARTMENT DIRECTOR: Larry Nichols
DEPARTMENT: HC FR 8

FROM: NAME: Nilda
FINANCE - ACCOUNTS PAYABLE
DATE RETURNED: 1-24-07

RE: CARDHOLDER: Richard Spears II
VENDOR: Heartland
DATE: 1-24-07

PC: Amy Gillis

The purchasing card transaction detailed above does not appear to be in compliance with County Purchasing Policy for the following reason:

Your purchase on Battens is over the $1,000.00 limit

This purchasing card exception must be approved by the County Administrator. Please forward all documentation, with this form attached and letter of explanation, to the County Administrator's office.

TO: COUNTY ADMINISTRATOR

Please review, and upon approval, return to the Finance Department.

APPROVED FOR PAYMENT:

COUNTY ADMINISTRATOR (or designee): [signature]
DATE: 2-9-07

APPROVED FOR PAYMENT:

FINANCE DIRECTOR/ ASST. FINANCE DIRECTOR: [signature]
DATE: 3/6/07

HERNANDO COUNTY FIRE RESCUE DISTRICT

60 Veterans Ave.
Brooksville, Fl. 34601

To: Gary Kuhl, County Administrator

From: Michael V. Nickerson, Fire Chief / Director
Larry N. Nichols, Asst. Chief – Admin.

Date: February 1, 2007

Subj: Purchasing card Policy Exception Form Response

I spoke to Rick Spears about this purchase and he said he did not order these items during the same phone call but he did order them the same day. Rick said, he ordered the items on the day they were authorized, but the orders were apparently placed on the same invoice. I spoke with Christian from Heartland and they advised me that it is their common practice is if when they run a credit card and it does not go thru they split the purchase and run it again. By Heartland doing this it appears as though Rick had attempted to go over his daily and transaction limit of his county VISA card. Rick failed to confirm the total price prior to ending his conversation with heartland, which is a mistake that he has assured me will not occur again. He ordered the items and thought he was under his limit.

This occurrence is isolated to one transaction and he has been using his VISA on a regular basis for the purchase of computer hardware. It has been discussed with this employee and he has assured me that he will be more attentive to the final dollar amount that will be placed on his VISA.

RECEIVED
BOARD OF COUNTY COMM
HERNANDO COUNTY
2007 FEB 16 AM 9:36

Bank of America

Bank of America Corporate Purchasing Card Cardholder Activity

Statement Date	12-04-06	This is Not a Bill	
Credit Limit	$5,000	Do Not Pay	
Cash Limit	$0		
Days in Billing Cycle	30	Total Activity	$1,955.55

RICHARD SPEARS II
HERNANDO COUNTY BOCC

Card Account Number:
4715 2900 0473 7594

CARDHOLDER ACTIVITY

Post Date	Tran Date	Reference Number	Transactions	MCC	Charge	Credit
11-13	11-10	24761976314521950100061	CIRCLE K 05937 Q04 WEBSTER FL	5542	70.72	
11-14	11-12	24427336317050000453742	FLYING J SAN ANTONIO FL	5542	14.84	
11-20	11-18	24761976322521928080064	CIRCLE K 05937 Q04 WEBSTER FL	5542	25.97	
11-20	11-18	24761976322521928090063	CIRCLE K 05937 Q04 WEBSTER FL	5542	14.49	
11-22	11-21	24761976325521957340063	CIRCLE K 05937 Q04 WEBSTER FL	5542	12.93	
11-22	11-21	24761976325521957370060	CIRCLE K 05937 Q04 WEBSTER FL	5542	15.00	
11-29	11-28	24707806332980002864583	Heartland Services 913-685-8855 KS	5045	402.00	
11-29	11-28	24707806332980002864542	Heartland Services 913-685-8855 KS	5045	739.60	
12-04	12-01	24675506335525400870038	NEW HORIZONS CLC TAMPA TAMPA FL	8299	550.00	

Customer Service
1.888.449.2273, 24 hours

Outside the U.S.
1.602.597.4438, 24 hours

For Lost or Stolen Card:
1.888.449.2273, 24 hours

Send Billing Inquiries to:
BANK OF AMERICA
PO BOX 2463
SPOKANE WA 99210-2463

APPROVAL 10

PO# _____

ACCT# _____

Account Summary

Previous Balance		$0.00
Credits	-	$0.00
Cash	+	$0.00
Purchases	+	$1,955.55
Other Debits	+	$0.00
Overlimit Fees	+	$0.00
Cash Fees	+	$0.00
Other Fees	+	$0.00
Total Activity	=	$1,955.55

Please see the reverse side for information about your account.

---

orporate Purchasing Card

Bank of America

RECEIVED
CENTRAL PURCHASI
06 DEC 11 PM 12:

Account No.	4715 2900 0473 7594
Total Activity	$1,955.55

Cardholder Signature Date

Manager Signature Date

N091909

RICHARD SPEARS II
HERNANDO COUNTY BOCC
20 N MAIN ST. RM 265
ATTN DARLENE LOLLIE
BROOKSVILLE FL 34601-2817

47152900047375940000000000000000

1:549990011:00050004737594"

HSI0476107

Please Pay From This

INVOICE

Panasonic

Billing Acct. # 9-22023226
RICHARD SPEARS
HERNANDO COUNTY FLORIDA FD
6350 BILTMORE AVE

WEBSTER, FL 33597

Shipping Address
RICK SPEARS
HERNANDO COUNTY FLORIDA FD
6350 BILTMORE AVE

WEBSTER, FL 33597

Remit To: **HEARTLAND SERVICES, INC.**
14206 Overbrook
Leawood, KS 66224
(913) 685-8855
(913) 685-8555 Fax

Invoice Number	HSI0130035
Date of Invoice	11/28/2006
P.O. Number	VISA
Payment Due	~~Net 30~~
SHIP VIA:	DHL

Model: CF-18

Description	Qty	Unit Price	Amount
BATTERY	5	$140.52	$702.60
PROTECTIVE FILM	5	$79.00	$395.00

Subtotal:	$1,097.60
Shipping/Handling:	$74.00
****Sales Tax:**	$0.00
Total:	$1,171.60
Credit 11/28/2006:	$(30.00)
Remaining Balance:	$1,141.60

14206 OVERBROOK
LEAWOOD KS 66224-4536
913-685-8855
Phone Order

ID: 1234
Merchant: 2400065355
11/28/06 16:06:
AVS Code: N
Cust #: 922023226
PURCH
XXXXXXXXXXX7594M
Code: M
Code: 045824 Invoice#: 130035
#: 4761187
$ 739.60
$ 0.00
$ 739.60

Customer Copy
THANK YOU

batteries

Paid
Thank You

* *This charge applies even if you choose not to repair the unit.*

** *Kansas customers must pay sales tax on all charges.*

+ Coverage protects against lost or damaged hardware, either to or from Heartland Services. The maximum value of any covered hardware repair or replacement is $3,000.00. Repair or replacement is at the sole discretion of Heartland Services, Inc. Software and non-Panasonic hardware accessories are not covered under this program. A decline of this coverage program results in the customer taking full responsibility of any damage or loss while unit is in transit.

Labor and replaced parts are warranted for thirty (30) days. This warranty covers failures due only to defects in materials or workmanship that occur during normal use. *Warranty excludes customer abuse*. Heartland Services, Inc. makes no warranties, express or implied, with respect to the software programs used or its medium. Heartland will not be responsible for any loss of data.

Returns are subject to a 15% restocking fee. All sales final after 30 days.

Printed Date:
11/28/2006

THANK YOU FOR YOUR BUSINESS!

Visit our web site at www.heartlandsi.com

Outstanding Visa issue's log **Dianne Gianfrancesco**

Dept	Dept	Card Holder	Vendor	Amount	Issue	Action Taken
			Jan 2007			
07121	HCUD	Dilts	Southwest air	49.30	In Dispute noted	To be credited by the bank
01421	Animal Svcs	Brown	Charlies Plumbing	9.04	Tax	To be credited per Lisa
01421	Animal Svcs	Brown	Dell Marketing	11.05	Tax	To be credited per Lisa
0170	Facilities Maintenance	Aldrich	Trane	32.78	Billed Twice	To be credited per Dept

Denise Flores

VISA

Statement Date: 2/04/07 - JANUARY 07 Charges

CARDHOLDER	DEPARTMENT	VENDOR	CHARGE	S/B	DISCREPENCY	ACTION TAKEN
Mark Estoch	02461-HCFR	Lowe's	5.68	5.33	0.35 tax	3/30/07-email to K.C.
Alice Gura	01101-Co Admin	Walmart (food Purchase) Apex " Mallie Kyla's "	51.26 25.50 492.25		Missing Documentation for workshop	3/30/07-email to A.G. (Rcv'd documentation)
Pam Harris	32056-EM Grant	Dell Marketing	116.60	109.79	6.81 tax	3/2/07-email to S. Anderson
Calvin Hatcher	02151-SHFD	Tampa Armature Works	739.00	690.65	48.35 tax	Tax credit forthcoming

Outstanding Visa issue's log

NILDA MORALES

Dept No	Dept	Card Holder	Vendor	Amount	Issue	Action Taken
			Jan 2007			
07601	Solid Waste	Kimberly Trend	Northern Safety Co	31.82	Sale tax charged of $1.95	Requested cre
04451	Parks	Don Pace	Apex Office Product	58.40	Duplicate invoice	E-mail to Charlene E
02281	HCFR	Roy Powers	A-1 Mower	7.80	Tax	E-mail Jill All
02281	HCFR	Richard Tincher	Wal-Mart	.27	Tax	E-mail B Rog
01421	Animal Control	Brenda Rogers	Wal-Mart	7.44	Men Wallet	E-mail B Rog
02811	Tourist	Sue Rupe	Hess	25.82	Loss Receipt	E-mail Sue Ru OK rec'd 4/4

Killarney Community Development District

210 N. University Drive, Suite 800 Coral Springs, Florida 33071 Ph: 954-753-5841 Fax: 954-796-0623

RECEIVED
BOARD OF COUNTY COMM.
HERNANDO COUNTY
2007 APR 16 PM 3:47

Date: March 22, 2007

Memo to: Gary Adams
Hernando County Administrator
Government Center—Rm. 461
20 North Main Street
Brooksville, FL 34601

From: Sandra H. Demarco
District Recording Secretary

RE: Minutes of Meeting Held on December 11, 2006 Approved at the February 5, 2007 Meeting

Enclosed are the minutes of the meeting of the Board of Supervisors of the Killarney Community Development District as referenced above. Please keep them on file for public access.

Feel free to contact me at (954) 753-5841 if you have any questions. Thank you.

sd

Enc.

cc: Mark Straley
Straley, Robin & Williams
100 E. Madison Street #300
Tampa, Florida 33602

Grau & Associates
2700 N. Military Trail
Suite 350
Boca Raton, Florida 33431

CTN 2

MINUTES OF MEETING
KILLARNEY
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Killarney Community Development District was held on Monday, December 11, 2006 at 9:05 a.m. at the Killarney Recreation Center, 14143 Sweet Shrub Court, Brooksville, Florida.

Present and constituting a quorum were:

John Buehler	Chairman
Betty Valenti	Vice Chairperson
Wayne Ransom	Assistant Secretary
Richard Dombrowski	Assistant Secretary
Ralph Sevelius	Assistant Secretary

Also present were:

John Ricciardi	Manager
Tracy Robin	Attorney (Via Telephone)
Sandra Manuelle	Clubhouse Manager
Lynn Jackson	Severn Trent Services
Claudia Gonzales	Resident
Mario Gonzales	Resident
Kelly Vargas	Resident

FIRST ORDER OF BUSINESS **Roll Call**

Mr. Ricciardi called the meeting to order and called the roll.

SECOND ORDER OF BUSINESS **Organizational Matters – Oath of Office of Newly Appointed Supervisor**

Mr. Ricciardi stated Mr. Sevelius is not here. I will try to get in touch with him so he completes the Oath of Office and comes to a meeting.

THIRD ORDER OF BUSINESS **Acceptance of the Minutes of the October 9, 2006 Audit Committee Meeting and Approval of the Minutes of the October 9, 2006 Regular Meeting**

Mr. Ricciardi stated each Board member received a copy of the minutes of the October 9, 2006 Audit Committee meeting as well as the regular meeting and requested any corrections, additions or deletions.

On MOTION by Ms. Valenti seconded by Mr. Buehler with all in favor the minutes of the October 9, 2006 Audit Committee meeting were accepted.

Ms. Valenti stated I found a couple of corrections in the minutes of the regular meeting. In the middle of the page it should state, "Mr. Buehler stated if it works properly, it cannot close on you." On page six, it should be "William Ryan" instead of "Wayne Ryan". In the third paragraph from the bottom of page nine, it should be "Rampart Properties". The last sentence of the same paragraph should state, "They will continue to coordinate the administering of the gate clickers because they have the software for programming the gate." On page 14, the second paragraph, remove "we are" and replace it with "that has" in the first sentence. Three paragraphs below it, the word "weaning" should be "weeding".

On MOTION by Mr. Buehler seconded by Mr. Ransom with all in favor the minutes of the October 9, 2006 meeting were approved as amended.

FOURTH ORDER OF BUSINESS **Manager's Report - Consideration of Engagement Letter with Grau & Associates to Perform Financial Audit for Fiscal Year 2006**

Mr. Ricciardi stated if you look in your Board package there is an engagement letter from Grau and Associates. In the second paragraph of the last page, they indicate their fee will not exceed $6,000 for the September 30, 2006 audit. We put $8,550 in the budget. This is under budget and we recommend you authorize the Chairman to sign the engagement letter with Grau & Associates.

On MOTION by Mr. Dombrowski seconded by Mr. Ransom with all in favor the Chairman was authorized to sign the engagement letter with Grau & Associates to perform the financial audit for fiscal year 2006.

Mr. Ricciardi stated there was a question regarding the possibility of changing the name of the District.

Mr. Robin stated I called the assistant county attorney regarding this issue. They view it as a routine matter. They require a letter of request to the county attorney in order to accomplish

this. They believe any costs associated will be minimal. It can be handled by amending the ordinance to change the name of the District.

Mr. Buehler asked can you write this letter for us?

Mr. Robin responded yes. We anticipate doing it with direction from the Board.

Mr. Ricciardi stated we brought this up due to ongoing confusion with the residents and possibly with future buyers. This is technically the Killarney CDD because it was the original name; however, everyone knows it by Spring Ridge. According to Mr. Robin it is a simple task. We will need a letter signed by the Chairman and it will go to the county. There will be some legal issues to go through, but the cost will be minimal. There will be attorney fees. From the management company's point of view, we recommend you do this.

Mr. Robin stated we should consider adopting a resolution to change the name of the District so we have something to give the county. It will give us something tangible to send to the county.

Mr. Ricciardi stated the Board needs to pass a motion approving the name change. We then need to pass a motion authorizing the Chairman to sign a resolution requesting a name change. We will get the signed resolution to Mr. Tracy so he can send it to the county with a letter.

On MOTION by Mr. Ransom seconded by Mr. Dombrowski with all in favor staff was authorized to proceed with the District name change formalities.

On MOTION by Mr. Dombrowski seconded by Mr. Buehler with all in favor the Chairman was authorized to sign a resolution requesting a name change from the Killarney CDD to the Spring Ridge CDD.

Mr. Ricciardi stated there was a concern with the gates at the last meeting. Do you want to speak to all the gate questions?

Ms. Manuelle responded we met with American Access on October 19, 2006. We asked all the questions, which were brought up at the last meeting. He said it is possible the electric towers interfere with the functioning of the gates, but it should not be an issue. We asked him if the programming needs to be reset after a certain number of vehicles pass through the gates using the sensor to open it. He said that is false. We asked him why sometimes at night the gate to

leave the community remains open and he said there may be several reasons. Vehicles may be striking the gate when it is opening too slowly. It is almost always human error. The last thing I asked him was what causes the transmitters not to work. It can be programming errors. Other reasons can be the batteries or the metal in cars.

Mr. Ricciardi stated we came onsite with the representatives of the access controls and went over the gate situation. They taught Ms. Manuelle how to reset the gate if it malfunctions. Have we had any problems since then?

Ms. Manuelle responded there was one complaint, but I was not made aware of it. The gate company came here and there was nothing wrong with the gate.

Ms. Vargas stated the other day I came back at night. There was a car trying to open the gate from the exit side. That should not happen. You should have a camera to record what cars are trying to open the gate. It affects the functionality.

Mr. Ricciardi asked were they leaving the community?

Ms. Vargas responded they were trying to get into the community through the exit and they were trying to open the gate with the car.

Mr. Buehler stated I suggest we look into what it will cost.

Mr. Ricciardi stated we looked into installing a camera. I contacted a company, which recently installed a camera at Tampa Palms CDD. Ms. Manuelle took photographs of the gate area and I sent them to him. He was hoping to give me an estimate by today, but he did not. We just got an estimate for Heritage Harbor CDD. They are doing two entrances, which are a similar set up to what you have. The estimate there was $15,000 for the two entrances. Since we only have one entrance, I estimate it will be approximately $7,000 to $8,000. It will include the cameras as well as any communication equipment you will need. You will probably communicate from the gate down to the clubhouse where we can have the recording equipment.

Mr. Buehler asked is there an extra cost for recording equipment?

Mr. Ricciardi responded we can hopefully do it through the computer. In most of the set ups we are currently doing, you bring it through a website onto the computer.

Mr. Buehler stated it stores on a website.

Mr. Ricciardi stated that is correct. It can be more.

Mr. Ransom stated I know we have stationary locations on the entrance gate to see tag numbers. Do you know where they will place a camera to view tag numbers on the exit gate?

Mr. Ricciardi responded what they normally do on the exit gates is position the camera for the purpose of seeing the license plates.

Mr. Buehler asked if it is on the web, is it accessible to the homeowners?

Mr. Ricciardi responded no. It is accessible to whomever the Board wants it to be accessible to. It is like any website where you have a log in ID. If the Board wants to pursue this, they will need to come out and do a site survey in order to give us a formal proposal. Ms. Manuelle and I can work on it and have it for you at the next meeting.

Mr. Buehler stated I suggest you look into it.

Mr. Ricciardi stated I would like to get two quotes if possible. Do you have any companies you work with? The company we use at Tampa Palms CDD is a good company. They stand behind their equipment and we like working with them.

Ms. Valenti asked which company do you use?

Mr. Ricciardi responded I believe it is called Knight's Security.

Ms. Valenti stated I do know another company. I can get the information to you so we can get a second quote.

There was Board Consensus to get proposals for cameras at the entrance gate.

Mr. Ricciardi asked is the security system in the clubhouse repaired?

Ms. Manuelle responded yes.

Mr. Ricciardi stated one of the things the Board wanted us to look at was the notion of the roads and the ownership of the roads within the community. I contacted Mr. Nixon from the county. I spoke with Mr. Sutton who is the assistant county engineer as well as Mr. Carpenter. I also spoke with Mr. Olsen, our District engineer, regarding the ownership of the roads.

The way the plats are filed with the county, the roads are owned and to be maintained by the CDD. They are not dedicated to the county. At this point, the CDD owns these roads and is responsible for maintenance once they are out of the warranty period. If this is the case and we cannot turn them over to the county, we will need to begin building a road reserve.

Mr. Buehler stated at that point the gates can be permanently shut.

Mr. Robin stated they cannot be permanently shut because they were constructed with tax exempt bonds. As long as the bonds exist the roads have to be accessible to the public or you jeopardize the tax exempt status of the bonds.

Mr. Ricciardi stated there was some confusion initially that the roads would be dedicated to the county. It was not done on the plat. I do not know where it got lost in translation. It will

be at least fifteen years before any work is needed on the roads. Do you want to discuss the tot lot?

Ms. Manuelle responded yes. I met with a representative from Wow Playgrounds. He came out to the site to help me pick out which playgrounds will best fit the parking lot area. There is a price range between $8,800, for a capacity of 26 children and 8 activities, to $15,800 for a capacity of 37 children and 13 activities. This is for materials only. Additional costs will be to level the ground. Freight will be approximately $1,000 to $1,500. Installation is approximately 35% of the actual costs of materials. The playground safe mulch will be an additional $1.50 to $2.00 a square foot. A border to keep the mulch in, a fence and accessories such as a trash bin or a bench will be extra.

Mr. Buehler asked does this include any shade?

Ms. Manuelle responded every playground I looked at in the catalogue has shade built on to it.

Mr. Ricciardi stated Playtime is another company we use at many of our properties. They are made of a reinforced plastic composite material, which holds up well in the Florida sun. They are made from materials, which do not corrode.

Ms. Valenti asked can it be installed so you can add to it on a later date?

Ms. Manuelle responded I do not believe so. They have separate pieces in the catalogue you can buy.

Mr. Ricciardi stated I spoke to Mr. Olsen in terms of his best suggestion of where to put a playground and if we will have any permitting problems. He suggested the temporary parking area where the models are will be an ideal place to put a playground. We also looked at the possibility of a basketball court.

Ms. Manuelle stated this is a handout of a basketball hoop we found online. I found a handyman who will install it for $15 an hour. That is to install it in the ground in the parking lot. We will not have a court. We have to decide if we want a court and how safe it is to just install a hoop.

Mr. Ricciardi stated the engineer indicated the number of parking spaces we have needs to stay because it was built according to code. He does not see a problem with erecting a basketball hoop adjacent to the parking area and letting the kids use the parking area as long as you do not re-stripe and delineate specific basketball areas. In looking at the parking lot area it is sloped because of drainage. It is not ideal for putting in a basketball hoop in our opinion. We

suggest putting in a basketball half court or quarter court at one end of the tot lot when we get it. From a liability point of view I would rather have it away from the parking lot area where cars will be driving. I do not know if the Board wants to entertain this at the moment. A playground will cost anywhere from $10,000 to $30,000. A basketball hoop with a concrete half court runs approximately $5 a square foot with a slide. He does not think there will be an issue with SFWMD.

Mr. Buehler asked if we do all of this, what will it do in regards to the assessments? Is there enough in the reserves? What is the effect of doing this?

Mr. Ricciardi responded you have a cash balance of approximately $103,000. There is some money so you can do a tot lot and still have a cushion. You have funds in your construction account, but it is being put in a reserve pending what happens at the front entrance.

Mr. Buehler stated we do not need to look at that money at the moment, but the $103,000 needs to be looked at for a road reserve. My concern is to make sure the assessment levels do not go up too high.

Mr. Ricciardi stated communities like this have playgrounds. A tot lot for $15,000 to $20,000 may be a good investment. It is a good plan to reserve the bulk of the money and restrict it.

Mr. Buehler stated I want to make sure we do a good job of keeping the assessment levels down. If the residents want a tot lot and they do not mind paying a little more, we can do it.

Mr. Ricciardi stated we can build it into next year's budget. How long do we need to keep the temporary parking lot?

Mr. Buehler responded the parking spaces are for the models. As the models go away, the parking lot can go away as well.

Mr. Ricciardi stated at that time we can put in a tot lot.

Mr. Dombrowksi stated they offer big shade fabric, which we will need a reserve to replace at some point. We should use the lightest color offered; otherwise, kids will never be able to use it because of the sun.

Ms. Manuelle stated the fabric shade is great, but it has to be taken off for hurricanes of 150 to 170 mph.

The record will reflect Mr. Sevelius joined the meeting.

SECOND ORDER OF BUSINESS **Organizational Matters – Oath of Office of Newly Appointed Supervisor (Continued)**

Mr. Ricciardi being a Notary Public of the State of Florida administered the Oath of Office to Mr. Ralph Sevelius and a copy of the signed oath is attached hereto and made a part of the public record.

Mr. Ricciardi presented Mr. Sevelius with the Form 1 Financial Statement to be filed with the Supervisor of Elections in the county in which he resides as well as the guide to the Sunshine Law.

Mr. Ricciardi stated anytime we add a new member to the Board we have the opportunity to reconstitute the officer structure. Currently Mr. Buehler is Chairman, Ms. Valenti is Vice Chairperson and Mr. Ransom is Assistant Secretary. We need to appoint Mr. Dombrowski as Assistant Secretary. If the Board would like to retain this officer structure we can do so. We will need a motion to retain the officer structure and appoint Mr. Dombrowski as well as Mr. Sevelius as Assistant Secretaries so they are covered under officer liability.

On MOTION by Mr. Dombrowski seconded by Mr. Buehler with all in favor the current officer structure will be retained and Mr. Dombrowski as well as Mr. Sevelius were appointed Assistant Secretaries.

FOURTH ORDER OF BUSINESS **Manager's Report - Continued**

Mr. Ricciardi stated I have a couple of informational items. We were fined by the county for trash. We received a check from Windward Homes for half of the fine. Mr. Dombrowski indicated William Ryan Homes will participate with their share. We appreciate your support. Mr. Ransom was working with the county trying to get them to let us know the next time before they administer a fine so we have the opportunity to clean it up.

I raised a concern with the sidewalk being a safety hazard. There are houses on either side of here and there was a steep drop off between that area. It needed to be rectified and it has been. I appreciate it.

At the last meeting I mentioned one of the residents filed a claim with the District's insurance company for damage to their vehicle at the front gate. I have been verbally informed by the insurance company they are denying the claim. This is when the gates were

malfunctioning. He did not hit the gate. He hit the curb to the right of the gate and as a result the insurance is maintaining speed may have been a factor. There was $800 damage to his vehicle.

In the financials you will see charges from Severn Trent Services for field management services. It will be credited back to the District. Those were fees, which were supposed to be paid to Rampart Properties when they were doing it. Our offices thought it was a Severn Trent Services charge. They will be reimbursing the District for it. We cancelled the contract with Rampart Properties and Ms. Manuelle is handling the field management work now.

We received an email from Mr. Olsen regarding the required southern buffer for Spring Ridge. Would someone like to speak about it?

Mr. Ransom responded the agreement with Brook Ridge Community for a bugger was to install a fence, but instead they require a buffer. It was presented before the county and they approved it. They have the paperwork in their records. It has been rectified.

Mr. Buehler stated Brook Ridge asked for a six foot tall fence instead of what was in the development orders. The agreement was we would put in a six foot tall chain link fence all around in lieu of the buffer. It was agreed upon by Brook Ridge and the county.

Mr. Ricciardi stated at this point it is not an issue.

FIFTH ORDER OF BUSINESS Attorney's Report

There being no report, the next item followed.

SIXTH ORDER OF BUSINESS Engineer's Report

There not being any, the next item followed.

SEVENTH ORDER OF BUSINESS Property Manager

There being no report, the next item followed.

EIGHTH ORDER OF BUSINESS Clubhouse Manager

Ms. Manuelle stated there will be a holiday party here on December 17, 2006 for the residents. I am also having a craft day for the children. I am still waiting to here back on what kind of activities the community will like. Complaints have dropped significantly since the last Board meeting. I received a couple regarding fitness room equipment. They are stating it is not for commercial use. The other complaint is the time of the Board meeting because most people work and cannot make it.

Mr. Buehler asked are we supposed to have one after 5:00 p.m. a year?

Mr. Ricciardi responded CDDs are not required to have evening meetings. HOAs may be required to have one evening meeting, but not CDDs. The Board may want to have the budget

public hearing at night so we can ensure the residents participate in the budget planning for the next budget cycle. You are certainly welcome to go to evening meetings if you would like to, but you are not required to.

Mr. Buehler asked at what time is the holiday party?

Ms. Manuelle responded it is from 4:00 p.m. to 7:00 p.m.

Mr. Ransom asked was it based on any requests?

Ms. Manuelle responded yes. The residents requested it. It is like a pot luck dinner. They ask the builders to donate food as well.

Mr. Ransom asked are people using the facility?

Ms. Manuelle responded yes. The fitness room gets used. The pool was being used in the summer. We had our first birthday party.

Mr. Ransom asked were there any issues?

Ms. Manuelle responded no. They were great.

Mr. Ricciardi stated having Ms. Manuelle onsite is a positive thing from a developer point of view as well as a resident point of view. It was a great decision from the Board and Ms. Manuelle is great to work with.

Mr. Dombrowski asked will you be opposed to the developers inviting prospective buyers to the holiday party?

Ms. Manuelle responded no. They can come to the party. They were interested in having an open house at the clubhouse.

Mr. Ricciardi asked is there a fee for the holiday party?

Ms. Manuelle responded no. I changed my hours so I can be here. I am charging $3.50 per child for the craft party and it is just to cover the supplies.

NINTH ORDER OF BUSINESS **Supervisor's Requests**

Ms. Valenti stated I noticed we need ant treatment around the recreation center area.

Ms. Manuelle stated I have a pest control company, which sprayed.

Ms. Valenti stated this is for outside. There is a granular product, which lasts a year. It is expensive to do, but based on the longevity of the chemical it is worth it.

Ms. Manuelle stated he told me the stone around the pool brings ants.

Ms. Valenti stated when we are ready to mulch on the embankment I suggest we use pine needles. It will not move as much. We are going to get needles with the Pine Trees there anyway. It will be a better investment.

TENTH ORDER OF BUSINESS **Audience Comments**

A resident stated it is an issue going to the post office to get the mail.

Ms. Manuelle stated the only thing you can do is write your local congressman because it is out of our hands. I spoke with the postmaster and so has Mr. Ransom.

A resident stated we did too. They said the builders have the solution. Nothing is being done on either side.

Ms. Manuelle stated the solution they are referring to is putting temporary mailboxes outside and the cost will be approximately $80 per mailbox. It would end up being a cost of $17,000 to $20,000 for temporary mailboxes.

Ms. Valenti stated I received a call from a resident last week. He talked with the postmaster and the postmaster was considering allowing us to have phase delivery. I was going to mark up a site plan and send it to the post office. We are looking at having from the clubhouse back and the first street up to the construction trailer as the first phase and everything else as the second phase. We will hopefully be able to get delivery on this end of the community. It is something the postmaster said he would look at. We are talking about it, but it does not mean it is going to happen. He might look at the map and say it will not work.

Mr. Buehler stated once you establish a temporary mailbox they become part of the property of the US Government. Removing them at some point to get mail delivered throughout the community will be a question mark as well. If we install these temporary mailboxes, the postmaster may decide they like it better that way.

Ms. Valenti stated I met with the postmaster last Friday for the 354 area. I was informed the post office is no longer going to allow individual mailboxes. All communities will have a postal unit holding mail for 16 homes. The problem is a homeowner will have it in front of their house. If not, you have to build an area designed just for the mail. This is one of the final communities, which will have mail delivery as it is set up. You have it better than others.

ELEVENTH ORDER OF BUSINESS **Approval of Financials**

Mr. Ransom stated the cost of issuance under the Series 2004 capital shows as $13,714. I am not sure what this is.

Mr. Ricciardi stated I do not know. I will find out and email it to the Board.

On MOTION by Mr. Buehler seconded by Mr. Dombrowski with all in favor the financials dated October 31, 2006 were approved.

FIFTH ORDER OF BUSINESS **Adjournment**

Mr. Ricciardi stated I have one request of the Board. The next meeting is scheduled for February 12, 2007. I would like to see if the Board will consider moving it to Monday, February 5, 2007 or Monday, February 19, 2007 at the same time.

There was Board consensus to move all future meetings to the first Monday of the month, bi-monthly, at 9:00 a.m. beginning February 5, 2007 and to notice the meetings accordingly.

There being no further business,

On MOTION by Mr. Buehler seconded by Ms. Valenti with all in favor the meeting was adjourned.

John Ricciardi
Secretary

~~John Buehler~~ BETTY VALENTI
VICE Chairman

AGENDA
KILLARNEY
COMMUNITY DEVELOPMENT DISTRICT

Monday
December 11, 2006
9:00 a.m.

Killarney Recreation Center
14143 Sweet Shrub Court
Brooksville, Florida

1. Roll Call
2. Organizational Matters - Oath of Office of Newly Appointed Supervisor
3. Acceptance of the Minutes of the October 9, 2006 Audit Committee Meeting and Approval of the Minutes of the October 9, 2006 Regular Meeting
4. Manager's Report - Consideration of Engagement Letter with Grau & Associates to Perform Financial Audit for Fiscal Year 2006
5. Attorney's Report
6. Engineer's Report
7. Property Manager
8. Clubhouse Manager
9. Supervisor's Requests
10. Audience Comments
11. Approval of Financials
12. Adjournment

HERNANDO TIMES

An Edition of the St. Petersburg Times
Published Daily
Brooksville, Hernando County, Florida

STATE OF FLORIDA
COUNTY OF HERNANDO:

Before the undersigned authority personally appeared Linda M Compton who on oath says that she is Legal Clerk of the Hernando Times a daily newspaper published at Brooksville, in Hernando County, Florida: that the attached copy of advertisement, being a Legal Notice in the matter of RE: Legal/Public Notice
Re: Killarney

in the Court was published in said newspapers in the issues of December 4, 2006.

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

LM Compton
Signature of Affiant

Sworn to and subscribed before me this 4th day of December, 2006.

Mary Fanter
Commission # DD503974
Expires January 4, 2010
Bonded Troy Fain Insurance Inc 800-385-7019

Mary Fanter
Signature of Notary Public

Personally known x or produced identification

Type of identification produced

Notice of Meeting
Killarney Community Development District

A regular meeting of the Board of Supervisors of the Killarney Community Development District is scheduled for Monday, December 11, 2006 at 9:30 a.m. at Killarney Recreation Center, 14145 Shrub Oak Brooksville, Florida. The meeting is open to the public and will be conducted in accordance with the provisions of Florida Law for Community Development Districts. A copy of the agenda for this meeting may be obtained from Severn Trent Services, 210 N. University Drive, Suite 800, Coral Springs, Florida 33071. The meeting may be continued to a date, time, and place to be specified on the record at the meeting.

There may be occasions when one or more Supervisors will participate by telephone. At the above location there will be present a speaker telephone so that any interested person can attend the meeting at the above location and be fully informed of the discussions taking place either in person or by telephone communication.

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Manager at (352) 753-5841 at least three calendar days prior to the meeting.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

John Ricciardi
District Manager

12/4/06 (1002156446)

Grau & Associates
certified public accountants

2700 North Military Trail • Suite 350
Boca Raton, Florida 33431
(561) 994-9299 • (800) 299-4728
Fax (561) 994-5823
www.graucpa.com

October 19, 2006

Board of Supervisors
Attn: Janice Larned
Killarney Community Development District
210 N. University Drive, Suite 702
Coral Springs, Florida 33071

We are pleased to confirm our understanding of the services we are to provide Killarney Community Development District, Florida, (the "District") for the year ended September 30, 2006. We will audit the financial statements of the governmental activities, each major fund and the remaining nonmajor fund information, if applicable, which collectively comprises the entity's basic financial statements, of Killarney Community Development District as of and for the year ended September 30, 2006. This letter serves to establish the terms and fee for the 2006 audit.

The document we submit to you will include the following supplementary information required by U.S. generally accepted accounting principles that will be subject to certain limited procedures, but will not be audited.

1. Management's discussion and analysis
2. Budgetary comparison schedule for the general fund

Audit Objectives

The objective of our audit is the expression of an opinion as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the additional information referred to in the first paragraph when considered in relation to the financial statements taken as a whole. Our audit will be conducted in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of Killarney Community Development District and other procedures we consider necessary to enable us to express such an opinion. If our opinion on the financial statements is other than unqualified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or to issue a report as a result of this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards.* This report will include a statement that the report is intended solely for the information and use of the management and specific legislative or regulatory bodies and is not intended to be and should not be used by anyone other than these specified parties.

Management Responsibilities

Management is responsible for establishing and maintaining effective internal control and for compliance with laws, regulations, contracts, and agreements. In fulfilling this responsibility, estimates and judgments by management are required to assess the expected benefits and related costs of the controls. The objectives of internal control are to provide management with reasonable, but not absolute, assurance that assets are safeguarded against loss from unauthorized use or disposition, that transactions are executed in accordance with management's authorizations and recorded properly to permit the preparation of financial statements in accordance with generally accepted accounting principles.

Management is responsible for making all financial records and related information available to us. We understand that you will provide us with such information required for our audit and that you are responsible for the accuracy and completeness of that information. We will advise you about appropriate accounting principles and their application and will advise you in the preparation of your financial statements, but the responsibility for the financial statements remains with you. As part of our engagement, we may propose standard, adjusting, or correcting journal entries to your financial statements. You are responsible for reviewing the entries and understanding the nature of any proposed entries and the impact they have on the financial statements. That responsibility includes the establishment and maintenance of adequate records and effective internal control over financial reporting, the selection and application of accounting principles, and the safeguarding of assets. Management is responsible for adjusting the financial statements to correct material misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud, or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. You are also responsible for informing us of your knowledge of any allegations of fraud or suspected fraud, or illegal acts affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws and regulations and for taking timely and appropriate steps to remedy any fraud, illegal acts, violations of contracts or grant agreements, or abuse that we may report.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

As part of the audit, we will prepare a draft of your financial statements and related notes. In accordance with *Government Auditing Standards*, you will be required to review and approve those financial statements prior to their issuance and have a responsibility to be in a position in fact and appearance to make an informed judgment on those financial statements. Further, you are required to designate a qualified management-level individual to be responsible and accountable for overseeing our services.

While we will assist in the preparation of the District's financial statements, responsibility for the financial statements and preparation of Management's Discussion and Analysis are the responsibility of the District.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards*

do not expect auditors to provide reasonable assurance of detecting abuse. Because an audit is designed to provide reasonable, but not absolute assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform you of any material errors that come to our attention, and we will inform you of any fraudulent financial reporting or misappropriation of assets that comes to our attention. Our responsibility as auditors' is limited to the period covered by our audit and does not extend to matters that might arise during any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about the financial statements and related matters.

Identifying and ensuring that Killarney Community Development District complies with laws, regulations, contracts, and agreements is the responsibility of management. As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Killarney Community Development District's compliance with applicable laws and regulations and the provisions of contracts and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Audit Procedures—Internal Controls

In planning and performing our audit, we will consider the internal control sufficient to plan the audit in order to determine the nature, timing, and extent of our auditing procedures for the purpose of expressing our opinion on Killarney Community Development District's financial statements.

We will obtain an understanding of the design of the relevant controls and whether they have been placed in operation, and we will assess control risk. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Tests of controls are required only if control risk is assessed below the maximum level. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards.*

An audit is not designed to provide assurance on internal control or to identify reportable conditions. However, we will inform the governing body or audit committee of any matters involving internal control and its operation that we consider to be reportable conditions under standards established by the American Institute of Certified Public Accountants. Reportable conditions involve matters coming to our attention relating to significant deficiencies in the design or operation of the internal control that, in our judgment, could adversely affect the entity's ability to record, process, summarize, and report financial data consistent with the assertions of management in the financial statements. We will also inform you of any nonreportable conditions or other matters involving internal control, if any, as required by *Government Auditing Standards.*

Audit Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Grau & Associates and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to a cognizant or oversight agency for audit or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability

Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Grau & Associates personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. Notwithstanding the foregoing, the parties acknowledge that various documents reviewed or produced during the conduct of the audit may be public records under Florida law. The District agrees to notify Grau & Associates of any public record request it receives that involves audit documentation.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed $6,000 for the September 30, 2006 audit. This agreement may be renewed each year subject to the mutual agreement to all terms, including fees, of both parties. The fee for each annual renewal will be agreed upon separately.

Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Invoices will be submitted in sufficient detail to demonstrate compliance with the terms of this agreement. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2004 peer review report accompanies this letter.

We appreciate the opportunity to be of service to Killarney Community Development District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Grau & Associates

Antonio Grau, Jr.

RESPONSE:

This letter correctly sets forth the understanding of Killarney Community Development District.

By: _____

Title: KILLARNEY CDD, CHAIRMAN

Date: 12/11/06

A I C P A

PEER REVIEW PROGRAM

is proud to present this

Certificate of Recognition

to

Grau & Company, P A

For demonstrating that your firm designed and complied with a system of quality control for its accounting and auditing practice that met the requirements of the quality control standards established by the AICPA during the period July 1, 2003 to June 30, 2004.

AICPA

The CPA. Never Underestimate The Value.™

Anthony D. Lynn, *Chair*
AICPA Peer Review Board
2004

1036

RESOLUTION 2007-2

A RESOLUTION AUTHORIZING THE FILING OF A PETITION WITH THE BOARD OF COUNTY COMMISSION OF HERNANDO COUNTY, FLORIDA TO CHANGE THE NAME OF KILLARNEY COMMUNITY DEVELOPMENT DISTRICT TO SPRING RIDGE COMMUNITY DEVELOPMENT DISTRICT

WHEREAS, the Killarney Community Development District (the "**District**") was created by Ordinance No. 2000-14 of the County Commission of Hernando County, Florida adopted November 1, 2000 (the "**Ordinance**"); and

WHEREAS, said Ordinance was filed with the Secretary of State upon its adoption; and

WHEREAS, the property described in the Ordinance is set forth in **Exhibit "A"** hereto which is the land currently contained within the District; and

WHEREAS, the District desires to change the name of the Killarney Community Development District to Spring Ridge Community Development District.

WHEREAS, the Board of Supervisors has authority to petition the County Commission of Hernando County to change the name of the District; and

WHEREAS, The Board of Supervisors desires to authorize the filing of a petition and other necessary action to change the name of the District.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the Killarney Community Development District this 11TH day of DECEMBER, 2006, as follows:

1. The District hereby authorizes the District's counsel and its other staff to prepare a petition requesting that the County Commission of Hernando County modify the Ordinance by changing the name of the District to Spring Ridge Community Development District.

2. The Chairman of the Board of Supervisors, the District Counsel and other staff are hereby fully authorized to execute and enter into such petitions, applications or other instruments as may be necessary to fully effectuate the intent of this Resolution.

3. The District shall pay any application fees or other costs which are necessary to obtain approval of the County.

PASSED AND ADOPTED THIS 11TH DAY OF DECEMBER, 2006.

John Buehler
Chairman

John Ricciardi
Assistant Secretary

12/11/06

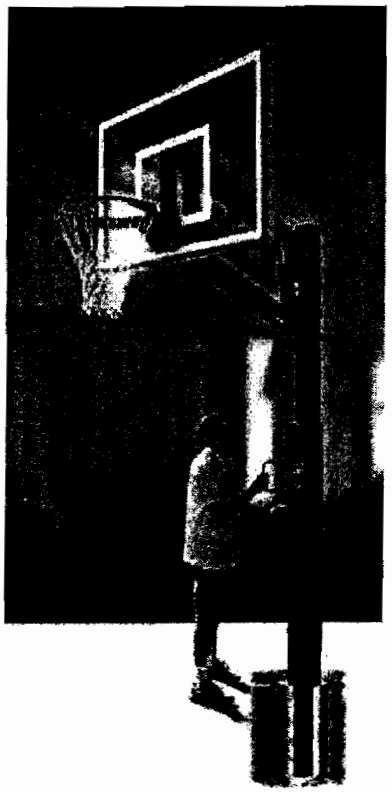
BASKETBALL HOOPS UNLIMITED .com
Call Toll Free: 1-888-836-2992
SERIOUS EQUIPMENT FOR SERIOUS PLAYERS

Home Page
Shop Online
Contact Us

Store Front | Search | Product List | Basket Contents

Adjustable
Fixed Height
Portable
Wall Mount
Roof Mount
Accessories
Containment Netting
On Sale

LOTTERY PICK - Now with Glass or Acrylic Backboard! 2005 "I



Quantity in Basket: *none*
Code: **BA8300-BK**
Price: $1,249.00
Sale: $989.00

Shipping Weight: **285.00** pour

Choose Pole System::
Choose Backboard Type:

Quantity: 1 Add To

ZIP CRANK ADJUSTABLE BASKETBALL SYSTEM by Bison. ***NEW for 2006 YC BACKBOARD.*** That's right you can now have a tempered glass backboard for th This is the BEST SYSTEM ON THE MARKET today, shop around and compare t chioce of Tempered Glass, Smoked Tempered Glass or 1/2 Thick Acrylic (select 4", 11 gauge square steel pole with your choice of a direct bury pole system or a The direct bury system is designed for a permanent installation and the bolt dowr system if needed, Zip Crank adjustable extension arm with 30" of safe play area. removable crank handle allowing you to stand on the court while adjusting. The r adjustments. Institutional Grade NBA style breakaway goal. INCLUDES thick cus color is black. This system is a great choice because the Glass Backboard or 1/2 BETTER REBOUND than the 3/8" thick acrylic backboards found on other syster Backboard or 1/2" Thick Actylic Backboard for the same cost or less than other s institutional grade rim and top of the line backboard options make this system a g Lifetime Warranty. **INCLUDES FREE SHIPPING AND FREE WILSON NCAA B/**

12/11/06

RESOLVED -

BUILDER INSTALLED NEW SIDEWALK

12/11/06

CREDIT MEMO REQUEST

TO: Melisa H. & Annette M. DATE: 11-30-06

CUTOMER KEY: 1-01439 IN THE AMOUNT OF: $1000.00

CUSTOMER NAME: Killarney CDD DATED: 10/25/06 & 11/25/06

APPLY #: 2027395 & 2027804 TYPE:

REASON: 42700 - 8235

Client billed $500 for Oct. 2006 & $500 for Nov. 2006 for Field Mgmt. Services. ST is not providing service & should not have billed.

ADDITIONAL INSTRUCTIONS: Apply $500 to each invoice

REQUESTED BY: Cassandra Cox

DISTRICT MANAGER:

APPROVED BY:

POSTED:

Oath of Office

I, Ralph Sevelius, a resident of the State of Florida and citizen of the United States of America, and being a Supervisor of the KILLARNEY Community Development District and a recipient of public funds on behalf of the District, do hereby solemnly swear or affirm that I will support the Constitution of the United States and of the State of Florida, and will faithfully, honestly and impartially discharge the duties devolving upon me in the office of Supervisor of the KILLARNEY Community Development District, HERNANDO County, Florida.

Print Name: Ralph Sevelius

12/11/05
Date

Sworn to (or affirmed) before me this 11 day of December, 2006 by whose signature appears hereinabove.

Notary Public State of Florida

Robert John Ricciardi
My Commission DD364374
Expires October 21 2008

Robert John Ricciardi
Print Name

My Commission expires

Personally known _____ or produced identification_____
Type of identification_____

Killarney

Community Development District

Financial Statements

Unaudited

October 31, 2006

KILLARNEY CDD
BALANCE SHEET
OCTOBER 31, 2006

	GENERAL	SERIES 2004 A/B DEBT	SERIES 2004 CAPITAL	TOTALS
ASSETS	$	$	$	$
CASH	129,132	-	-	129,132
CASH ON HAND	200	-	-	200
DUE FROM OTHER FUNDS	-	10,681	-	10,681
DUE FROM OTHER GOVERNMENTS	1,298	-	-	1,298
INVESTMENTS:				
CONSTRUCTION FUND	-	-	176,535	176,535
COST OF ISSUANCE	-	-	13,714	13,714
DEFERRED COST	-	5,290	-	5,290
INTEREST ACCOUNT	-	34	-	34
PREPAYMENT ACCOUNT B	-	1,236,710	-	1,236,710
RESERVE FUND A	-	184,900	-	184,900
RESERVE FUND B	-	295,142	-	295,142
REVENUE FUND	-	452,739	-	452,739
TOTAL ASSETS	$ 130,630	$ 2,185,496	$ 190,249	$ 2,506,375
LIABILITIES & FUND BALANCES				
LIABILITIES	$	$	$	$
ACCRUED EXPENSES	16,195	-	-	16,195
DUE TO OTHER FUNDS	10,681	-	-	10,681
FUND BALANCES				
RESERVED FOR DEBT SERVICE	-	2,185,496	-	2,185,496
RESERVED FOR CAPITAL PROJECTS	-	-	190,249	190,249
UNRESERVED/UNDESIGNATED	[redacted]	-	-	103,753
TOTAL LIABILITIES & FUND BALANCES	$ 130,629	$ 2,185,496	$ 190,249	$ 2,506,374

NOTE: MINOR DIFFERENCES IN STATEMENT TOTALS ARE A DIRECT RESULT OF ROUNDING TO WHOLE DOLLARS.

KILLARNEY CDD
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE ONE MONTH(S) ENDED OCTOBER 31, 2006

		CURRENT MONTH ACTUAL	YEAR TO DATE ACTUAL	ADOPTED BUDGET	PRORATED BUDGET	$ VARIANCE FAVORABLE (UNFAVORABLE)
		$	$	$	$	$
REVENUES:						
CARRY FORWARD FUNDS		-	-	22,002	22,002	(22,002)
SPECIAL ASSESSMENTS:						
ON ROLL		-	-	322,811	-	(322,811)
TOTAL REVENUES		-	-	344,813	22,002	(344,813)
EXPENDITURES:						
ADMINISTRATIVE EXPENDITURES:						
PROFESSIONAL SERVICES	Schedule Attached	6,198	6,198	54,899	4,575	48,701
ACCOUNTING AND AUDITING		1,136	1,136	22,177	1,136	21,041
COMMUNICATION	Schedule Attached	370	370	2,500	208	2,130
RENTALS AND LEASES		83	83	1,000	83	917
INSURANCE / RISK MANAGEMENT		4,135	4,135	15,000	3,750	10,865
PRINTING AND BINDING		55	55	2,000	167	1,945
LEGAL ADVERTISING		27	27	2,000	167	1,973
OTHER CURRENT CHARGES	Schedule Attached	-	-	26,075	21	26,075
OFFICE EXPENSE		25	25	400	33	375
REGULATORY FILING FEES		175	175	175	175	-
TOTAL ADMINISTRATIVE		12,204	12,204	126,226	10,315	114,022

NOTE: MINOR DIFFERENCES IN STATEMENT TOTALS ARE A DIRECT RESULT OF ROUNDING TO WHOLE DOLLARS.

KILLARNEY CDD
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE ONE MONTH(S) ENDED OCTOBER 31, 2006

		CURRENT MONTH ACTUAL	YEAR TO DATE ACTUAL	ADOPTED BUDGET	PRORATED BUDGET	$ VARIANCE FAVORABLE (UNFAVORABLE)
		$	$	$	$	$
FIELD EXPENDITURES:						
LANDSCAPE						
CONTRACTUAL SERVICES	Schedule Attached	8,785	8,785	106,000	8,833	97,215
UTILITY SERVICES	Schedule Attached	4,950	4,950	10,300	858	5,350
REPAIRS AND MAINTENANCE	Schedule Attached	-	-	8,500	708	8,500
OTHER CURRENT CHARGES	Schedule Attached	-	-	2,500	208	2,500
TOTAL LANDSCAPE		13,735	13,735	127,300	10,608	113,565
GATEHOUSE						
COMMUNICATION AND SHIPPING	Schedule Attached	-	-	1,200	100	1,200
UTILITY SERVICES	Schedule Attached	-	-	600	50	600
REPAIRS AND MAINTENANCE	Schedule Attached	169	169	1,000	83	831
OTHER CURRENT CHARGES	Schedule Attached	-	-	5,000	417	5,000
TOTAL GATEHOUSE		169	169	7,800	650	7,631
ROAD AND STREET FACILITIES						
REPAIRS AND MAINTENANCE	Schedule Attached	-	-	3,000	250	3,000
TOTAL ROAD AND STREET FACILITIES		-	-	3,000	250	3,000

NOTE: MINOR DIFFERENCES IN STATEMENT TOTALS ARE A DIRECT RESULT OF ROUNDING TO WHOLE DOLLARS.

KILLARNEY CDD
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE ONE MONTH(S) ENDED OCTOBER 31, 2006

		CURRENT MONTH ACTUAL	YEAR TO DATE ACTUAL	ADOPTED BUDGET	PRORATED BUDGET	$ VARIANCE FAVORABLE (UNFAVORABLE)
		$	$	$	$	$
PARKS AND RECREATION - GENERAL						
PAYROLL	Schedule Attached	2,154	2,154	43,000	3,583	40,846
PAYROLL TAXES	Schedule Attached	165	165	-	-	(165)
CONTRACTUAL SERVICES	Schedule Attached	956	956	8,050	671	7,094
COMMUNICATION AND SHIPPING	Schedule Attached	-	-	350	29	350
UTILITY SERVICES	Schedule Attached	1,774	1,774	17,620	1,468	15,846
REPAIRS AND MAINTENANCE	Schedule Attached	550	550	6,600	550	6,050
OTHER CURRENT CHARGES	Schedule Attached	-	-	3,200	267	3,200
OPERATING SUPPLIES	Schedule Attached	405	405	1,667	139	1,262
TOTAL PARKS AND RECREATION - GENERAL		6,004	6,004	80,487	6,707	74,483
TOTAL EXPENDITURES		32,112	32,112	344,813	28,530	312,701
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES		(32,112)	(32,112)	-	(6,528)	(32,112)
NET CHANGE IN FUND BALANCES		$ (32,112)	(32,112)	$ -	$ (6,528)	$ (32,112)
FUND BALANCE, OCTOBER 1			135,864			
FUND BALANCE, ENDING			$ 103,752			

NOTE: MINOR DIFFERENCES IN STATEMENT TOTALS ARE A DIRECT RESULT OF ROUNDING TO WHOLE DOLLARS.

KILLARNEY CDD
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
SUPPORTING SCHEDULES
GENERAL FUND
FOR THE ONE MONTH(S) ENDED OCTOBER 31, 2006

	CURRENT MONTH ACTUAL	YEAR TO DATE ACTUAL	ADOPTED BUDGET	PRORATED BUDGET	$ VARIANCE FAVORABLE (UNFAVORABLE)
	$	$	$		$
EXPENDITURES:					
ADMINISTRATIVE EXPENSES:					
PROFESSIONAL SERVICES:					
ENGINEERING	-	-	1,500	125	1,500
FIELD MANAGEMENT	500	500	6,000	500	5,500
INFORMATION TECHNOLOGY	185	185	2,220	185	2,035
LEGAL SERVICES	1,998	1,998	3,000	250	1,002
MANAGEMENT CONSULTING SERVICES	2,987	2,987	35,841	2,987	32,854
RECORDING SECRETARY	528	528	6,338	528	5,810
TOTAL PROFESSIONAL FEES	$ 6,198	$ 6,198	$ 54,899	$ 4,575	$ 48,701
COMMUNICATION:					
TELEPHONE-GENERAL	200	200	500	42	300
POSTAGE AND FREIGHT	170	170	2,000	167	1,830
TOTAL COMMUNICATION	$ 370	$ 370	$ 2,500	$ 208	$ 2,130
OTHER CURRENT CHARGES:					
BANK CHARGES	-	-	250	21	250
COLL. FEES & EARLY PMT DISCOUNT	-	-	25,825	-	25,825
TOTAL OTHER CURRENT CHARGES	$ -	$ -	$ 26,075	$ 21	$ 26,075
FIELD EXPENSES - LANDSCAPE					
CONTRACTUAL SERVICES:					
LANDSCAPE	8,785	8,785	106,000	8,833	97,215
TOTAL CONTRACTUAL SERVICES	$ 8,785	$ 8,785	$ 106,000	$ 8,833	$ 97,215
UTILITY SERVICES:					
IRRIGATION	4,950	4,950	10,300	858	5,350
TOTAL UTILITY SERVICES	$ 4,950	$ 4,950	$ 10,300	$ 858	$ 5,350

NOTE: MINOR DIFFERENCES IN STATEMENT TOTALS ARE A DIRECT RESULT OF ROUNDING TO WHOLE DOLLARS.

KILLARNEY CDD
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
SUPPORTING SCHEDULES
GENERAL FUND
FOR THE ONE MONTH(S) ENDED OCTOBER 31, 2006

	CURRENT MONTH ACTUAL	YEAR TO DATE ACTUAL	ADOPTED BUDGET	PRORATED BUDGET	$ VARIANCE FAVORABLE (UNFAVORABLE)
	$	$	$		$
REPAIRS AND MAINTENANCE:					
RENEWAL AND REPLACEMENT	-	-	2,500	208	2,500
IRRIGATION	-	-	6,000	500	6,000
TOTAL REPAIRS AND MAINTENANCE	$ -	$ -	$ 8,500	$ 708	$ 8,500
OTHER CURRENT CHARGES:					
CONTINGENCY	-	-	2,500	208	2,500
TOTAL OTHER CURRENT CHARGES	$ -	$ -	$ 2,500	$ 208	$ 2,500
FIELD EXPENSES - GATEHOUSE					
COMMUNICATION AND SHIPPING:	-	-	-	-	-
TELEPHONE-FIELD	-	-	1,200	100	1,200
TOTAL COMMUNICATION AND SHIPPING	$ -	$ -	$ 1,200	$ 100	$ 1,200
UTILITY SERVICES:					
ELECTRICITY CHARGES	-	-	600	50	600
TOTAL UTILITY SERVICES	$ -	$ -	$ 600	$ 50	$ 600
REPAIRS AND MAINTENANCE:					
GENERAL	169	169	1,000	83	831
TOTAL REPAIRS AND MAINTENANCE	$ 169	$ 169	$ 1,000	$ 83	$ 831
OTHER CURRENT CHARGES:					
CONTINGENCY	-	-	5,000	417	5,000
TOTAL OTHER CURRENT CHARGES	$ -	$ -	$ 5,000	$ 417	$ 5,000

NOTE: MINOR DIFFERENCES IN STATEMENT TOTALS ARE A DIRECT RESULT OF ROUNDING TO WHOLE DOLLARS.

KILLARNEY CDD
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
SUPPORTING SCHEDULES
GENERAL FUND
FOR THE ONE MONTH(S) ENDED OCTOBER 31, 2006

	CURRENT MONTH ACTUAL	YEAR TO DATE ACTUAL	ADOPTED BUDGET	PRORATED BUDGET	$ VARIANCE FAVORABLE (UNFAVORABLE)
	$	$	$		$
FIELD EXPENSES - ROAD AND STREET FACILITIES					
REPAIRS AND MAINTENANCE:					
STREET SIGNS	-	-	1,000	83	1,000
WALLS AND SIGNAGE	-	-	2,000	167	2,000
TOTAL REPAIRS AND MAINTENANCE	$ -	$ -	$ 3,000	$ 250	$ 3,000
FIELD EXPENSES - PARKS AND RECREATION - GENERAL					
PAYROLL					
SALARIES	2,154	2,154	43,000	3,583	40,846
TOTAL PAYROLL	$ 2,154	$ 2,154	$ 43,000	$ 3,583	$ 40,846
PAYROLL TAXES					
FICA TAXES	165	165	-	-	(165)
TOTAL PAYROLL TAXES	$ 165	$ 165	$ -	$ -	$ (165)
CONTRACTUAL SERVICES:					
JANITORIAL SERVICES	425	425	6,050	504	5,625
RECREATION CENTER	531	531	2,000	167	1,469
TOTAL CONTRACTUAL SERVICES	$ 956	$ 956	$ 8,050	$ 671	$ 7,094
COMMUNICATION AND SHIPPING:	-	-	-	-	-
TELEPHONE-GENERAL	-	-	350	29	350
TOTAL COMMUNICATION AND SHIPPING	$ -	$ -	$ 350	$ 29	$ 350

NOTE: MINOR DIFFERENCES IN STATEMENT TOTALS ARE A DIRECT RESULT OF ROUNDING TO WHOLE DOLLARS.

KILLARNEY CDD
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
SUPPORTING SCHEDULES
GENERAL FUND
FOR THE ONE MONTH(S) ENDED OCTOBER 31, 2006

	CURRENT MONTH ACTUAL	YEAR TO DATE ACTUAL	ADOPTED BUDGET	PRORATED BUDGET	$ VARIANCE FAVORABLE (UNFAVORABLE)
	$	$	$		$
UTILITY SERVICES:					
ELECTRICITY CHARGES	1,610	1,610	12,000	1,000	10,390
UTILITY-REFUSE REMOVAL	92	92	1,620	135	1,528
UTILITY-WATER AND SEWER	71	71	4,000	333	3,929
TOTAL UTILITY SERVICES	$ 1,773	$ 1,773	$ 17,620	$ 1,468	$ 15,847
REPAIRS AND MAINTENANCE:					
POOLS	550	550	6,600	550	6,050
TOTAL REPAIRS AND MAINTENANCE	$ 550	$ 550	$ 6,600	$ 550	$ 6,050
OTHER CURRENT CHARGES:					
MISCELLANEOUS SERVICES	-	-	200	17	200
CONTINGENCY	-	-	3,000	250	3,000
TOTAL OTHER CURRENT CHARGES	$ -	$ -	$ 3,200	$ 267	$ 3,200
OPERATING SUPPLIES:					
GENERAL	405	405	1,667	139	1,262
TOTAL OPERATING SUPPLIES	$ 405	$ 405	$ 1,667	$ 139	$ 1,262

NOTE: MINOR DIFFERENCES IN STATEMENT TOTALS ARE A DIRECT RESULT OF ROUNDING TO WHOLE DOLLARS.

KILLARNEY CDD
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
SERIES 2004 A/B DEBT SERVICE FUND
FOR THE ONE MONTH(S) ENDED OCTOBER 31, 2006

		CURRENT MONTH ACTUAL	YEAR TO DATE ACTUAL	ADOPTED BUDGET	PRORATED BUDGET	$ VARIANCE FAVORABLE (UNFAVORABLE)
		$	$	$	$	$
REVENUES:						
CARRY FORWARD FUNDS		-	-	238,638	238,638	(238,638)
SPECIAL ASSESSMENTS:						
ON ROLL		-	-	558,002	-	(558,002)
PREPAYMENT		61,818	61,818	-	-	61,818
INTEREST INCOME:						
INVESTMENTS		-	-	8,062	672	(8,062)
TOTAL REVENUES		61,818	61,818	804,702	239,310	(742,884)
EXPENDITURES:						
ADMINISTRATIVE EXPENDITURES:						
PROFESSIONAL SERVICES	Schedule Attached	-	-	10,250	4,000	10,250
OTHER CURRENT CHARGES	Schedule Attached	-	-	44,640	-	44,640
TOTAL ADMINISTRATIVE		-	-	54,890	4,000	54,890
DEBT SERVICE EXPENSES:						
PRINCIPAL RETIREMENT		-	-	272,588	-	272,588
INTEREST EXPENSE SERIES A		-	-	150,300	-	150,300
INTEREST EXPENSE SERIES B		-	-	326,975	-	326,975
TOTAL DEBT SERVICE EXPENSES		-	-	749,863	-	749,863
TOTAL EXPENDITURES		-	-	804,753	4,000	804,753
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES		61,818	61,818	(51)	235,310	61,869

NOTE: MINOR DIFFERENCES IN STATEMENT TOTALS ARE A DIRECT RESULT OF ROUNDING TO WHOLE DOLLARS.

KILLARNEY CDD
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
SERIES 2004 A/B DEBT SERVICE FUND
FOR THE ONE MONTH(S) ENDED OCTOBER 31, 2006

	CURRENT MONTH ACTUAL	YEAR TO DATE ACTUAL	ADOPTED BUDGET	PRORATED BUDGET	$ VARIANCE FAVORABLE (UNFAVORABLE)
	$	$	$	$	$
OTHER FINANCING SOURCES (USES):					
NON-OPERATING EXPENSES	-	-	51	-	(51)
TOTAL OTHER FINANCING SOURCES (USES)	-	-	51	-	(51)
NET CHANGE IN FUND BALANCES	$ 61,818	61,818	$ -	$ 235,310	$ 61,818
FUND BALANCE, OCTOBER 1		2,123,678			
FUND BALANCE, ENDING		$ 2,185,496			

NOTE: MINOR DIFFERENCES IN STATEMENT TOTALS ARE A DIRECT RESULT OF ROUNDING TO WHOLE DOLLARS.

KILLARNEY CDD
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
SUPPORTING SCHEDULES
SERIES 2004 A/B DEBT SERVICE FUND
FOR THE ONE MONTH(S) ENDED OCTOBER 31, 2006

	CURRENT MONTH ACTUAL	YEAR TO DATE ACTUAL	ADOPTED BUDGET	PRORATED BUDGET	$ VARIANCE FAVORABLE (UNFAVORABLE)
	$	$	$		$
EXPENDITURES:					
ADMINISTRATIVE EXPENSES:					
PROFESSIONAL SERVICES:					
ARBITRAGE REBATE	-	-	1,250	-	1,250
DISSEMINATION AGENT	-	-	5,000	-	5,000
TRUSTEE	-	-	4,000	4,000	4,000
TOTAL PROFESSIONAL FEES	$ -	$ -	$ 10,250	$ 4,000	$ 10,250
OTHER CURRENT CHARGES:					
COLL. FEES & EARLY PMT DISCOUNT	-	-	44,640	-	44,640
TOTAL OTHER CURRENT CHARGES	$ -	$ -	$ 44,640	$ -	$ 44,640

NOTE: MINOR DIFFERENCES IN STATEMENT TOTALS ARE A DIRECT RESULT OF ROUNDING TO WHOLE DOLLARS.

KILLARNEY CDD
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
SERIES 2004 CAPITAL PROJECTS FUND
FOR THE ONE MONTH(S) ENDED OCTOBER 31, 2006

	CURRENT MONTH ACTUAL	YEAR TO DATE ACTUAL	$ VARIANCE FAVORABLE (UNFAVORABLE)
	$	$	$
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	-	-	-
FUND BALANCE, OCTOBER 1		190,249	
FUND BALANCE, ENDING		$ 190,249	

NOTE: MINOR DIFFERENCES IN STATEMENT TOTALS ARE A DIRECT RESULT OF ROUNDING TO WHOLE DOLLARS.

Killarney

COMMUNITY DEVELOPMENT DISTRICT
TAX COLLECTIONS
FISCAL YEAR ENDING SEPTEMBER 30, 2007

								TOTAL BUDGETED AMOUNTS		
			549070	549070	361006	549070		363010	363010	
								$322,811.00	$558,002.00	$880,813.00
								001	201	
TAX COLL CHECK #	DATE RECEIVED	GROSS TAX RECEIVED	PENALTIES / DISCOUNTS	COMMISSIONS	INTEREST	POSTAGE	NET AMOUNT RECEIVED	GENERAL FUND 36.65%	SERIES 2000 63.35%	TOTAL 100.00%
	10/01/06	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	10/01/06	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	10/01/06	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	10/01/06	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	10/01/06	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	10/01/06	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	10/01/06	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	10/01/06	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	TOTALS	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.01**	**$0.00**	**$0.00**

Quarterly Interest

	10/01/06	$0.00
	10/01/06	$0.00
	10/01/06	$0.00
	10/01/06	$0.00
	TOTALS	**$0.00**

Exess Fees

	10/01/06	$0.00

Total Received From Tax Collector $0.00

Please make check payable to:

Fund#	G/L Code	SubAcct#	Date	Check#	Amount
Killarney CDD C/O Wachovia Bank, NA	201	131000	1000	10/01/06	($10,250.00)
Killarney CDD C/O Wachovia Bank, NA	201	131000	1000	10/01/06	$0.00
Killarney CDD C/O Wachovia Bank, NA	201	131000	1000	10/01/06	$0.00
Killarney CDD C/O Wachovia Bank, NA	201	131000	1000	10/01/06	$0.00
Killarney CDD C/O Wachovia Bank, NA	201	131000	1000	10/01/06	$0.00
Killarney CDD C/O Wachovia Bank, NA	201	131000	1000	10/01/06	$0.00
Killarney CDD C/O Wachovia Bank, NA	201	131000	1000	10/01/06	$0.00
Killarney CDD C/O Wachovia Bank, NA	201	131000	1000	10/01/06	$0.00
				Total Transfers	($10,250.00)

Killarney

Community Development District
Special Assessment Revenue Bonds, Series 2004 A / B

For the Month Ended October 31, 2006

Source of Funds	**Budget**	**Actual to Date**	**Variance (Fav.) - Unfav.**
Deposit to Construction Account	$ 10,252,235.33	$ 10,252,235.33	$ -
Deposit to Cost Issuance Account	132,000.00	132,000.00	-
Deposit to A Reserve Account	184,900.00	184,900.00	-
Deposit to B Reserve Account	534,762.76	534,762.76	-
Deposit to Capitalized Interest Acct.	1,004,196.10	1,004,196.10	-
Underwriter's Discount	201,465.00	201,465.00	-
Interest Income	123,713.31	123,713.31	-
Total	**$ 12,433,272.50**	**$ 12,433,272.50**	**$ -**

Use of Funds	**Budget**	**Actual to Date**	**Variance Fav. - (Unfav.)**
Costs of Issuance			
Deposit to A Reserve Fund	$ 184,900.00	$ 184,900.00	$ -
Deposit to B Reserve Fund	534,762.76	534,762.76	-
Deposit to Capitalized Interest Acct.	1,004,196.10	1,004,196.10	-
Underwriters' Discount	201,465.00	201,465.00	-
Bond Counsel - Akerman Senterfitt	40,000.00	72,150.00	(32,150.00)
District Counsel -	34,000.00	298.50	33,701.50
Trustee Fee- Wachovia Bank	5,250.00	5,050.00	200.00
Trust Counsel-Holland & Knight	5,250.00	5,250.00	-
Financial Advisor	12,500.00	12,500.00	-
Printing	7,000.00	4,735.83	2,264.17
District Manager	15,000.00	15,000.00	-
Continuing Disclosure	5,000.00	5,000.00	-
Hernando Development, LLC	18,972.49	18,972.49	-
Contingency	-	-	-
Total Costs of Issuance:	**$ 2,068,296.35**	**$ 2,064,280.68**	**$ 4,015.67**

Killarney

Community Development District
Special Assessment Revenue Bonds, Series 2004 A / B

For the Month Ended October 31, 2006

Source of Funds	Budget	Actual to Date	Variance (Fav.) - Unfav.
Construction Costs			
Engineer	5,000.00	1,422,273.91	(1,417,273.91)
Roads (Waldengreen)	$ 4,787,588.18	$ 4,787,588.18	$ -
Stormwater Management	1,151,006.87	1,151,006.87	-
Atlantic Concrete, Rinker, Sewer & Wasterwater Management	811,258.57	811,258.57	-
Water Distribution	206,883.70	206,883.70	-
Security and Landscaping (Hydrograss)	463,605.02	463,605.02	-
Recreational Facilities	1,469,979.87	1,469,979.87	-
Undergrounding of Electrical Power	29,712.95	29,712.95	-
	$8,925,035.16	**$10,342,309.07**	**($1,417,273.91)**
Change Orders			
Change Order #1 - Sod, Seed & Mulch	$ (56,040.26)	$ (56,040.26)	$ -
Change Order #2 - Materials	(34,402.44)	(34,402.44)	-
Change Order #3 - Materials	(73,123.85)	(73,123.85)	-
Total Change Orders:	**$ (163,566.55)**	**$ (163,566.55)**	**$ -**
Future Projects	**$ 1,439,940.99**	**$ -**	**$ 1,439,940.99**
Total Construction Costs	**$ 10,037,843.05**	**$ 10,015,175.97**	**$ 22,667.08**
Total Expenditures	**$ 11,942,572.85**	**$ 12,243,023.20**	**$ 26,682.75**
Funds Remaining		**$ 190,249.30**	

Reconciliation to Bank Statement:	
Construction Acct. @ 10/31/06	**$ 176,535.35**
Cost of Issuance Acct. @ 10/31/06	**$ 13,713.95**
Total	**$ 190,249.30**

Bank Reconciliation

Killarney Community Development District

Bank Account No.	0118
Statement No.	10-06
Statement Date	10/31/06

Currency Code

G/L Balance ($)	129,131.75	**Statement Balance**	129,131.75
G/L Balance	129,131.75	**Outstanding Deposits**	0.00
Positive Adjustments	0.00		
		Subtotal	129,131.75
Subtotal	129,131.75	**Outstanding Checks**	0.00
Negative Adjustments	0.00	**Total Differences**	0.00
Ending G/L Balance	129,131.75	**Ending Balance**	129,131.75
Difference	0.00		

Posting Date	D Ty	Document No.	Accou Type	Account No.	Description	Bal. Accou	Bal. Account No.	Amount	Cleared Amount	Difference
Checks										
09/27/06	Pa	823	G/L Ac		FLORIDA MUNICIPAL INSURAN	G/L Ac		4,135.00	4,135.00	0.00
09/27/06	Pa	824	G/L Ac		KILLARNEY CDD	G/L Ac		100,174.21	100,174.21	0.00
09/27/06	Pa	825	G/L Ac		SEVERN TRENT ENVIRONMEN	G/L Ac		5,650.78	5,650.78	0.00
09/27/06	Pa	826	G/L Ac		TIMES PUBLISHING COMPANY	G/L Ac		57.46	57.46	0.00
10/06/06	Pa	827	G/L Ac		SANDRA MANUELE	G/L Ac		907.80	907.80	0.00
10/10/06	Pa	828	G/L Ac		AMERICAN ACCESS CONTROL,	G/L Ac		280.00	280.00	0.00
10/10/06	Pa	829	G/L Ac		BE-MAC SERVICES, INC.	G/L Ac		14,089.25	14,089.25	0.00
10/10/06	Pa	830	G/L Ac		E.C. ELECTRICAL	G/L Ac		518.00	518.00	0.00
10/10/06	Pa	831	G/L Ac		FEDEX	G/L Ac		38.41	38.41	0.00
10/10/06	Pa	832	G/L Ac		HERNANDO COUNTY UTILITIES	G/L Ac		388.26	388.26	0.00
10/10/06	Pa	833	G/L Ac		INFANTE SERVICES, INC.	G/L Ac		765.00	765.00	0.00
10/10/06	Pa	834	G/L Ac		JOB JAR	G/L Ac		205.00	205.00	0.00
10/10/06	Pa	835	G/L Ac		LINEX MARKINGS INC.	G/L Ac		3,565.00	3,565.00	0.00
10/10/06	Pa	836	G/L Ac		PEACHTREE BUSINESS PROD	G/L Ac		337.00	337.00	0.00
10/10/06	Pa	837	G/L Ac		SANDRA MANUELE	G/L Ac		162.59	162.59	0.00
10/10/06	Pa	838	G/L Ac		SEASIDE SANITATION	G/L Ac		189.79	189.79	0.00
10/10/06	Pa	839	G/L Ac		UPS	G/L Ac		52.60	52.60	0.00
10/10/06	Pa	840	G/L Ac		WITHLACOOCHEE RIVER ELEC	G/L Ac		1,834.63	1,834.63	0.00
10/19/06	Pa	842	G/L Ac		BELLSOUTH	G/L Ac		196.25	196.25	0.00
10/19/06	Pa	843	G/L Ac		FEDEX	G/L Ac		134.12	134.12	0.00
10/19/06	Pa	844	G/L Ac		FLORIDA DEPT COMMUNITY AF	G/L Ac		175.00	175.00	0.00
10/19/06	Pa	845	G/L Ac		HERNANDO COUNTY CODE	G/L Ac		550.00	550.00	0.00
10/19/06	Pa	846	G/L Ac		INFANTE SERVICES, INC.	G/L Ac		340.00	340.00	0.00
10/19/06	Pa	847	G/L Ac		SUPERIOR SITE DEV., INC.	G/L Ac		4,644.00	4,644.00	0.00
10/19/06	Pa	848	G/L Ac		TIMES PUBLISHING COMPANY	G/L Ac		27.08	27.08	0.00
10/19/06	Pa	849	G/L Ac		WAYNE RANSOM	G/L Ac		140.46	140.46	0.00
10/20/06	Pa	841	G/L Ac		SANDRA MANUELE	G/L Ac		907.80	907.80	0.00
Total Checks								140,465.49	140,465.49	0.00
Deposits										

Posting Date	D Ty	Document No.	Accou Type	Account No.	Description	Bal. Accou	Bal. Account No.	Amount	Cleared Amount	Difference
Deposits										
10/06/06	Pa	GC000004	G/L Ac		IRS Tax Payments	G/L Ac		-251.51	-251.51	0.00
10/19/06	Pa	GC000004	G/L Ac		Hernando County Tax Collections-	G/L Ac		84.87	84.87	0.00
10/20/06	Pa	GC000005	G/L Ac		IRS Tax Payments	G/L Ac		-251.51	-251.51	0.00
Total Deposits								-418.15	-418.15	0.00

Killarney

Community Development District

Check Register Summary
October 31, 2006

Check Dates	Check No.		Total
10/01/06 - 10/31/06	827 - 849	$	30,448.04
Total		**$**	**30,448.04**

Killarney Community Development District

210 N. University Drive, Suite 800 Coral Springs, Florida 33071 Ph: 954-753-5841 Fax: 954-796-0623

RECEIVED
BOARD OF COUNTY COMM.
HERNANDO COUNTY
2007 APR 16 PM 3:47

Date: March 22, 2007

Memo to: Gary Adams
Hernando County Administrator
Government Center—Rm. 461
20 North Main Street
Brooksville, FL 34601

From: Sandra H. Demarco
District Recording Secretary

RE: Minutes of Meeting Held on December 11, 2006 Approved at the February 5, 2007 Meeting

Enclosed are the minutes of the meeting of the Board of Supervisors of the Killarney Community Development District as referenced above. Please keep them on file for public access.

Feel free to contact me at (954) 753-5841 if you have any questions. Thank you.

sd

Enc.

cc: Mark Straley
Straley, Robin & Williams
100 E. Madison Street #300
Tampa, Florida 33602

Grau & Associates
2700 N. Military Trail
Suite 350
Boca Raton, Florida 33431

CTN 2

MINUTES OF MEETING
KILLARNEY
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Killarney Community Development District was held on Monday, December 11, 2006 at 9:05 a.m. at the Killarney Recreation Center, 14143 Sweet Shrub Court, Brooksville, Florida.

Present and constituting a quorum were:

John Buehler	Chairman
Betty Valenti	Vice Chairperson
Wayne Ransom	Assistant Secretary
Richard Dombrowski	Assistant Secretary
Ralph Sevelius	Assistant Secretary

Also present were:

John Ricciardi	Manager
Tracy Robin	Attorney (Via Telephone)
Sandra Manuelle	Clubhouse Manager
Lynn Jackson	Severn Trent Services
Claudia Gonzales	Resident
Mario Gonzales	Resident
Kelly Vargas	Resident

FIRST ORDER OF BUSINESS **Roll Call**

Mr. Ricciardi called the meeting to order and called the roll.

SECOND ORDER OF BUSINESS **Organizational Matters – Oath of Office of Newly Appointed Supervisor**

Mr. Ricciardi stated Mr. Sevelius is not here. I will try to get in touch with him so he completes the Oath of Office and comes to a meeting.

THIRD ORDER OF BUSINESS **Acceptance of the Minutes of the October 9, 2006 Audit Committee Meeting and Approval of the Minutes of the October 9, 2006 Regular Meeting**

Mr. Ricciardi stated each Board member received a copy of the minutes of the October 9, 2006 Audit Committee meeting as well as the regular meeting and requested any corrections, additions or deletions.

On MOTION by Ms. Valenti seconded by Mr. Buehler with all in favor the minutes of the October 9, 2006 Audit Committee meeting were accepted.

Ms. Valenti stated I found a couple of corrections in the minutes of the regular meeting. In the middle of the page it should state, "Mr. Buehler stated if it works properly, it cannot close on you." On page six, it should be "William Ryan" instead of "Wayne Ryan". In the third paragraph from the bottom of page nine, it should be "Rampart Properties". The last sentence of the same paragraph should state, "They will continue to coordinate the administering of the gate clickers because they have the software for programming the gate." On page 14, the second paragraph, remove "we are" and replace it with "that has" in the first sentence. Three paragraphs below it, the word "weaning" should be "weeding".

On MOTION by Mr. Buehler seconded by Mr. Ransom with all in favor the minutes of the October 9, 2006 meeting were approved as amended.

FOURTH ORDER OF BUSINESS **Manager's Report - Consideration of Engagement Letter with Grau & Associates to Perform Financial Audit for Fiscal Year 2006**

Mr. Ricciardi stated if you look in your Board package there is an engagement letter from Grau and Associates. In the second paragraph of the last page, they indicate their fee will not exceed $6,000 for the September 30, 2006 audit. We put $8,550 in the budget. This is under budget and we recommend you authorize the Chairman to sign the engagement letter with Grau & Associates.

On MOTION by Mr. Dombrowski seconded by Mr. Ransom with all in favor the Chairman was authorized to sign the engagement letter with Grau & Associates to perform the financial audit for fiscal year 2006.

Mr. Ricciardi stated there was a question regarding the possibility of changing the name of the District.

Mr. Robin stated I called the assistant county attorney regarding this issue. They view it as a routine matter. They require a letter of request to the county attorney in order to accomplish

this. They believe any costs associated will be minimal. It can be handled by amending the ordinance to change the name of the District.

Mr. Buehler asked can you write this letter for us?

Mr. Robin responded yes. We anticipate doing it with direction from the Board.

Mr. Ricciardi stated we brought this up due to ongoing confusion with the residents and possibly with future buyers. This is technically the Killarney CDD because it was the original name; however, everyone knows it by Spring Ridge. According to Mr. Robin it is a simple task. We will need a letter signed by the Chairman and it will go to the county. There will be some legal issues to go through, but the cost will be minimal. There will be attorney fees. From the management company's point of view, we recommend you do this.

Mr. Robin stated we should consider adopting a resolution to change the name of the District so we have something to give the county. It will give us something tangible to send to the county.

Mr. Ricciardi stated the Board needs to pass a motion approving the name change. We then need to pass a motion authorizing the Chairman to sign a resolution requesting a name change. We will get the signed resolution to Mr. Tracy so he can send it to the county with a letter.

On MOTION by Mr. Ransom seconded by Mr. Dombrowski with all in favor staff was authorized to proceed with the District name change formalities.

On MOTION by Mr. Dombrowski seconded by Mr. Buehler with all in favor the Chairman was authorized to sign a resolution requesting a name change from the Killarney CDD to the Spring Ridge CDD.

Mr. Ricciardi stated there was a concern with the gates at the last meeting. Do you want to speak to all the gate questions?

Ms. Manuelle responded we met with American Access on October 19, 2006. We asked all the questions, which were brought up at the last meeting. He said it is possible the electric towers interfere with the functioning of the gates, but it should not be an issue. We asked him if the programming needs to be reset after a certain number of vehicles pass through the gates using the sensor to open it. He said that is false. We asked him why sometimes at night the gate to

leave the community remains open and he said there may be several reasons. Vehicles may be striking the gate when it is opening too slowly. It is almost always human error. The last thing I asked him was what causes the transmitters not to work. It can be programming errors. Other reasons can be the batteries or the metal in cars.

Mr. Ricciardi stated we came onsite with the representatives of the access controls and went over the gate situation. They taught Ms. Manuelle how to reset the gate if it malfunctions. Have we had any problems since then?

Ms. Manuelle responded there was one complaint, but I was not made aware of it. The gate company came here and there was nothing wrong with the gate.

Ms. Vargas stated the other day I came back at night. There was a car trying to open the gate from the exit side. That should not happen. You should have a camera to record what cars are trying to open the gate. It affects the functionality.

Mr. Ricciardi asked were they leaving the community?

Ms. Vargas responded they were trying to get into the community through the exit and they were trying to open the gate with the car.

Mr. Buehler stated I suggest we look into what it will cost.

Mr. Ricciardi stated we looked into installing a camera. I contacted a company, which recently installed a camera at Tampa Palms CDD. Ms. Manuelle took photographs of the gate area and I sent them to him. He was hoping to give me an estimate by today, but he did not. We just got an estimate for Heritage Harbor CDD. They are doing two entrances, which are a similar set up to what you have. The estimate there was $15,000 for the two entrances. Since we only have one entrance, I estimate it will be approximately $7,000 to $8,000. It will include the cameras as well as any communication equipment you will need. You will probably communicate from the gate down to the clubhouse where we can have the recording equipment.

Mr. Buehler asked is there an extra cost for recording equipment?

Mr. Ricciardi responded we can hopefully do it through the computer. In most of the set ups we are currently doing, you bring it through a website onto the computer.

Mr. Buehler stated it stores on a website.

Mr. Ricciardi stated that is correct. It can be more.

Mr. Ransom stated I know we have stationary locations on the entrance gate to see tag numbers. Do you know where they will place a camera to view tag numbers on the exit gate?

Mr. Ricciardi responded what they normally do on the exit gates is position the camera for the purpose of seeing the license plates.

Mr. Buehler asked if it is on the web, is it accessible to the homeowners?

Mr. Ricciardi responded no. It is accessible to whomever the Board wants it to be accessible to. It is like any website where you have a log in ID. If the Board wants to pursue this, they will need to come out and do a site survey in order to give us a formal proposal. Ms. Manuelle and I can work on it and have it for you at the next meeting.

Mr. Buehler stated I suggest you look into it.

Mr. Ricciardi stated I would like to get two quotes if possible. Do you have any companies you work with? The company we use at Tampa Palms CDD is a good company. They stand behind their equipment and we like working with them.

Ms. Valenti asked which company do you use?

Mr. Ricciardi responded I believe it is called Knight's Security.

Ms. Valenti stated I do know another company. I can get the information to you so we can get a second quote.

There was Board Consensus to get proposals for cameras at the entrance gate.

Mr. Ricciardi asked is the security system in the clubhouse repaired?

Ms. Manuelle responded yes.

Mr. Ricciardi stated one of the things the Board wanted us to look at was the notion of the roads and the ownership of the roads within the community. I contacted Mr. Nixon from the county. I spoke with Mr. Sutton who is the assistant county engineer as well as Mr. Carpenter. I also spoke with Mr. Olsen, our District engineer, regarding the ownership of the roads.

The way the plats are filed with the county, the roads are owned and to be maintained by the CDD. They are not dedicated to the county. At this point, the CDD owns these roads and is responsible for maintenance once they are out of the warranty period. If this is the case and we cannot turn them over to the county, we will need to begin building a road reserve.

Mr. Buehler stated at that point the gates can be permanently shut.

Mr. Robin stated they cannot be permanently shut because they were constructed with tax exempt bonds. As long as the bonds exist the roads have to be accessible to the public or you jeopardize the tax exempt status of the bonds.

Mr. Ricciardi stated there was some confusion initially that the roads would be dedicated to the county. It was not done on the plat. I do not know where it got lost in translation. It will

be at least fifteen years before any work is needed on the roads. Do you want to discuss the tot lot?

Ms. Manuelle responded yes. I met with a representative from Wow Playgrounds. He came out to the site to help me pick out which playgrounds will best fit the parking lot area. There is a price range between $8,800, for a capacity of 26 children and 8 activities, to $15,800 for a capacity of 37 children and 13 activities. This is for materials only. Additional costs will be to level the ground. Freight will be approximately $1,000 to $1,500. Installation is approximately 35% of the actual costs of materials. The playground safe mulch will be an additional $1.50 to $2.00 a square foot. A border to keep the mulch in, a fence and accessories such as a trash bin or a bench will be extra.

Mr. Buehler asked does this include any shade?

Ms. Manuelle responded every playground I looked at in the catalogue has shade built on to it.

Mr. Ricciardi stated Playtime is another company we use at many of our properties. They are made of a reinforced plastic composite material, which holds up well in the Florida sun. They are made from materials, which do not corrode.

Ms. Valenti asked can it be installed so you can add to it on a later date?

Ms. Manuelle responded I do not believe so. They have separate pieces in the catalogue you can buy.

Mr. Ricciardi stated I spoke to Mr. Olsen in terms of his best suggestion of where to put a playground and if we will have any permitting problems. He suggested the temporary parking area where the models are will be an ideal place to put a playground. We also looked at the possibility of a basketball court.

Ms. Manuelle stated this is a handout of a basketball hoop we found online. I found a handyman who will install it for $15 an hour. That is to install it in the ground in the parking lot. We will not have a court. We have to decide if we want a court and how safe it is to just install a hoop.

Mr. Ricciardi stated the engineer indicated the number of parking spaces we have needs to stay because it was built according to code. He does not see a problem with erecting a basketball hoop adjacent to the parking area and letting the kids use the parking area as long as you do not re-stripe and delineate specific basketball areas. In looking at the parking lot area it is sloped because of drainage. It is not ideal for putting in a basketball hoop in our opinion. We

suggest putting in a basketball half court or quarter court at one end of the tot lot when we get it. From a liability point of view I would rather have it away from the parking lot area where cars will be driving. I do not know if the Board wants to entertain this at the moment. A playground will cost anywhere from $10,000 to $30,000. A basketball hoop with a concrete half court runs approximately $5 a square foot with a slide. He does not think there will be an issue with SFWMD.

Mr. Buehler asked if we do all of this, what will it do in regards to the assessments? Is there enough in the reserves? What is the effect of doing this?

Mr. Ricciardi responded you have a cash balance of approximately $103,000. There is some money so you can do a tot lot and still have a cushion. You have funds in your construction account, but it is being put in a reserve pending what happens at the front entrance.

Mr. Buehler stated we do not need to look at that money at the moment, but the $103,000 needs to be looked at for a road reserve. My concern is to make sure the assessment levels do not go up too high.

Mr. Ricciardi stated communities like this have playgrounds. A tot lot for $15,000 to $20,000 may be a good investment. It is a good plan to reserve the bulk of the money and restrict it.

Mr. Buehler stated I want to make sure we do a good job of keeping the assessment levels down. If the residents want a tot lot and they do not mind paying a little more, we can do it.

Mr. Ricciardi stated we can build it into next year's budget. How long do we need to keep the temporary parking lot?

Mr. Buehler responded the parking spaces are for the models. As the models go away, the parking lot can go away as well.

Mr. Ricciardi stated at that time we can put in a tot lot.

Mr. Dombrowksi stated they offer big shade fabric, which we will need a reserve to replace at some point. We should use the lightest color offered; otherwise, kids will never be able to use it because of the sun.

Ms. Manuelle stated the fabric shade is great, but it has to be taken off for hurricanes of 150 to 170 mph.

The record will reflect Mr. Sevelius joined the meeting.

SECOND ORDER OF BUSINESS **Organizational Matters – Oath of Office of Newly Appointed Supervisor (Continued)**

Mr. Ricciardi being a Notary Public of the State of Florida administered the Oath of Office to Mr. Ralph Sevelius and a copy of the signed oath is attached hereto and made a part of the public record.

Mr. Ricciardi presented Mr. Sevelius with the Form 1 Financial Statement to be filed with the Supervisor of Elections in the county in which he resides as well as the guide to the Sunshine Law.

Mr. Ricciardi stated anytime we add a new member to the Board we have the opportunity to reconstitute the officer structure. Currently Mr. Buehler is Chairman, Ms. Valenti is Vice Chairperson and Mr. Ransom is Assistant Secretary. We need to appoint Mr. Dombrowski as Assistant Secretary. If the Board would like to retain this officer structure we can do so. We will need a motion to retain the officer structure and appoint Mr. Dombrowski as well as Mr. Sevelius as Assistant Secretaries so they are covered under officer liability.

On MOTION by Mr. Dombrowski seconded by Mr. Buehler with all in favor the current officer structure will be retained and Mr. Dombrowski as well as Mr. Sevelius were appointed Assistant Secretaries.

FOURTH ORDER OF BUSINESS **Manager's Report - Continued**

Mr. Ricciardi stated I have a couple of informational items. We were fined by the county for trash. We received a check from Windward Homes for half of the fine. Mr. Dombrowski indicated William Ryan Homes will participate with their share. We appreciate your support. Mr. Ransom was working with the county trying to get them to let us know the next time before they administer a fine so we have the opportunity to clean it up.

I raised a concern with the sidewalk being a safety hazard. There are houses on either side of here and there was a steep drop off between that area. It needed to be rectified and it has been. I appreciate it.

At the last meeting I mentioned one of the residents filed a claim with the District's insurance company for damage to their vehicle at the front gate. I have been verbally informed by the insurance company they are denying the claim. This is when the gates were

malfunctioning. He did not hit the gate. He hit the curb to the right of the gate and as a result the insurance is maintaining speed may have been a factor. There was $800 damage to his vehicle.

In the financials you will see charges from Severn Trent Services for field management services. It will be credited back to the District. Those were fees, which were supposed to be paid to Rampart Properties when they were doing it. Our offices thought it was a Severn Trent Services charge. They will be reimbursing the District for it. We cancelled the contract with Rampart Properties and Ms. Manuelle is handling the field management work now.

We received an email from Mr. Olsen regarding the required southern buffer for Spring Ridge. Would someone like to speak about it?

Mr. Ransom responded the agreement with Brook Ridge Community for a bugger was to install a fence, but instead they require a buffer. It was presented before the county and they approved it. They have the paperwork in their records. It has been rectified.

Mr. Buehler stated Brook Ridge asked for a six foot tall fence instead of what was in the development orders. The agreement was we would put in a six foot tall chain link fence all around in lieu of the buffer. It was agreed upon by Brook Ridge and the county.

Mr. Ricciardi stated at this point it is not an issue.

FIFTH ORDER OF BUSINESS **Attorney's Report**

There being no report, the next item followed.

SIXTH ORDER OF BUSINESS **Engineer's Report**

There not being any, the next item followed.

SEVENTH ORDER OF BUSINESS **Property Manager**

There being no report, the next item followed.

EIGHTH ORDER OF BUSINESS **Clubhouse Manager**

Ms. Manuelle stated there will be a holiday party here on December 17, 2006 for the residents. I am also having a craft day for the children. I am still waiting to here back on what kind of activities the community will like. Complaints have dropped significantly since the last Board meeting. I received a couple regarding fitness room equipment. They are stating it is not for commercial use. The other complaint is the time of the Board meeting because most people work and cannot make it.

Mr. Buehler asked are we supposed to have one after 5:00 p.m. a year?

Mr. Ricciardi responded CDDs are not required to have evening meetings. HOAs may be required to have one evening meeting, but not CDDs. The Board may want to have the budget

public hearing at night so we can ensure the residents participate in the budget planning for the next budget cycle. You are certainly welcome to go to evening meetings if you would like to, but you are not required to.

Mr. Buehler asked at what time is the holiday party?

Ms. Manuelle responded it is from 4:00 p.m. to 7:00 p.m.

Mr. Ransom asked was it based on any requests?

Ms. Manuelle responded yes. The residents requested it. It is like a pot luck dinner. They ask the builders to donate food as well.

Mr. Ransom asked are people using the facility?

Ms. Manuelle responded yes. The fitness room gets used. The pool was being used in the summer. We had our first birthday party.

Mr. Ransom asked were there any issues?

Ms. Manuelle responded no. They were great.

Mr. Ricciardi stated having Ms. Manuelle onsite is a positive thing from a developer point of view as well as a resident point of view. It was a great decision from the Board and Ms. Manuelle is great to work with.

Mr. Dombrowski asked will you be opposed to the developers inviting prospective buyers to the holiday party?

Ms. Manuelle responded no. They can come to the party. They were interested in having an open house at the clubhouse.

Mr. Ricciardi asked is there a fee for the holiday party?

Ms. Manuelle responded no. I changed my hours so I can be here. I am charging $3.50 per child for the craft party and it is just to cover the supplies.

NINTH ORDER OF BUSINESS **Supervisor's Requests**

Ms. Valenti stated I noticed we need ant treatment around the recreation center area.

Ms. Manuelle stated I have a pest control company, which sprayed.

Ms. Valenti stated this is for outside. There is a granular product, which lasts a year. It is expensive to do, but based on the longevity of the chemical it is worth it.

Ms. Manuelle stated he told me the stone around the pool brings ants.

Ms. Valenti stated when we are ready to mulch on the embankment I suggest we use pine needles. It will not move as much. We are going to get needles with the Pine Trees there anyway. It will be a better investment.

TENTH ORDER OF BUSINESS **Audience Comments**

A resident stated it is an issue going to the post office to get the mail.

Ms. Manuelle stated the only thing you can do is write your local congressman because it is out of our hands. I spoke with the postmaster and so has Mr. Ransom.

A resident stated we did too. They said the builders have the solution. Nothing is being done on either side.

Ms. Manuelle stated the solution they are referring to is putting temporary mailboxes outside and the cost will be approximately $80 per mailbox. It would end up being a cost of $17,000 to $20,000 for temporary mailboxes.

Ms. Valenti stated I received a call from a resident last week. He talked with the postmaster and the postmaster was considering allowing us to have phase delivery. I was going to mark up a site plan and send it to the post office. We are looking at having from the clubhouse back and the first street up to the construction trailer as the first phase and everything else as the second phase. We will hopefully be able to get delivery on this end of the community. It is something the postmaster said he would look at. We are talking about it, but it does not mean it is going to happen. He might look at the map and say it will not work.

Mr. Buehler stated once you establish a temporary mailbox they become part of the property of the US Government. Removing them at some point to get mail delivered throughout the community will be a question mark as well. If we install these temporary mailboxes, the postmaster may decide they like it better that way.

Ms. Valenti stated I met with the postmaster last Friday for the 354 area. I was informed the post office is no longer going to allow individual mailboxes. All communities will have a postal unit holding mail for 16 homes. The problem is a homeowner will have it in front of their house. If not, you have to build an area designed just for the mail. This is one of the final communities, which will have mail delivery as it is set up. You have it better than others.

ELEVENTH ORDER OF BUSINESS **Approval of Financials**

Mr. Ransom stated the cost of issuance under the Series 2004 capital shows as $13,714. I am not sure what this is.

Mr. Ricciardi stated I do not know. I will find out and email it to the Board.

On MOTION by Mr. Buehler seconded by Mr. Dombrowski with all in favor the financials dated October 31, 2006 were approved.

FIFTH ORDER OF BUSINESS **Adjournment**

Mr. Ricciardi stated I have one request of the Board. The next meeting is scheduled for February 12, 2007. I would like to see if the Board will consider moving it to Monday, February 5, 2007 or Monday, February 19, 2007 at the same time.

There was Board consensus to move all future meetings to the first Monday of the month, bi-monthly, at 9:00 a.m. beginning February 5, 2007 and to notice the meetings accordingly.

There being no further business,

On MOTION by Mr. Buehler seconded by Ms. Valenti with all in favor the meeting was adjourned.

John Ricciardi
Secretary

~~John Buehler~~ BETTY VALENTI
VICE Chairman

AGENDA
KILLARNEY
COMMUNITY DEVELOPMENT DISTRICT

Monday
December 11, 2006
9:00 a.m.

Killarney Recreation Center
14143 Sweet Shrub Court
Brooksville, Florida

1. Roll Call
2. Organizational Matters - Oath of Office of Newly Appointed Supervisor
3. Acceptance of the Minutes of the October 9, 2006 Audit Committee Meeting and Approval of the Minutes of the October 9, 2006 Regular Meeting
4. Manager's Report - Consideration of Engagement Letter with Grau & Associates to Perform Financial Audit for Fiscal Year 2006
5. Attorney's Report
6. Engineer's Report
7. Property Manager
8. Clubhouse Manager
9. Supervisor's Requests
10. Audience Comments
11. Approval of Financials
12. Adjournment

HERNANDO TIMES

An Edition of the St. Petersburg Times
Published Daily
Brooksville, Hernando County, Florida

STATE OF FLORIDA
COUNTY OF HERNANDO:

Before the undersigned authority personally appeared Linda M Compton who on oath says that she is Legal Clerk of the Hernando Times a daily newspaper published at Brooksville, in Hernando County, Florida: that the attached copy of advertisement, being a Legal Notice in the matter of RE: Legal/Public Notice
Re: Killarney

in the Court was published in said newspapers in the issues of December 4, 2006.

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

LM Compton
Signature of Affiant

Sworn to and subscribed before me this 4th day of December, 2006.

Mary Fanter
Commission # DD503974
Expires January 4, 2010
Bonded Troy Fain Insurance Inc 800-385-7019

Mary Fanter
Signature of Notary Public

Personally known x or produced identification

Type of identification produced

Notice of Meeting
Killarney Community Development District

A regular meeting of the Board of Supervisors of the Killarney Community Development District is scheduled for Monday, December 18, 2006 at 9:30 a.m. at Killarney Recreation Center, 14145 Shrub Oak Brooksville, Florida. The meeting is open to the public and will be conducted in accordance with the provisions of Florida Law for Community Development Districts. A copy of the agenda for this meeting may be obtained from Severn Trent Services, 210 N. University Drive, Suite 800, Coral Springs, Florida 33071. The meeting may be continued to a date, time, and place to be specified on the record at the meeting.

There may be occasions when one or more Supervisors will participate by telephone. At the above location there will be present a speaker telephone so that any interested person can attend the meeting at the above location and be fully informed of the discussions taking place either in person or by telephone communication.

Any person requiring special accommodations at this meeting because of a disability or impairment should contact the District Office at (352) 753-5841 at least three calendar days prior to the meeting.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

John Ricciardi
District Manager

12/4/06 (1002156446)

Grau & Associates
certified public accountants

2700 North Military Trail • Suite 350
Boca Raton, Florida 33431
(561) 994-9299 • (800) 299-4728
Fax (561) 994-5823
www.graucpa.com

October 19, 2006

Board of Supervisors
Attn: Janice Larned
Killarney Community Development District
210 N. University Drive, Suite 702
Coral Springs, Florida 33071

We are pleased to confirm our understanding of the services we are to provide Killarney Community Development District, Florida, (the "District") for the year ended September 30, 2006. We will audit the financial statements of the governmental activities, each major fund and the remaining nonmajor fund information, if applicable, which collectively comprises the entity's basic financial statements, of Killarney Community Development District as of and for the year ended September 30, 2006. This letter serves to establish the terms and fee for the 2006 audit.

The document we submit to you will include the following supplementary information required by U.S. generally accepted accounting principles that will be subject to certain limited procedures, but will not be audited.

1. Management's discussion and analysis
2. Budgetary comparison schedule for the general fund

Audit Objectives

The objective of our audit is the expression of an opinion as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the additional information referred to in the first paragraph when considered in relation to the financial statements taken as a whole. Our audit will be conducted in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of Killarney Community Development District and other procedures we consider necessary to enable us to express such an opinion. If our opinion on the financial statements is other than unqualified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or to issue a report as a result of this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards.* This report will include a statement that the report is intended solely for the information and use of the management and specific legislative or regulatory bodies and is not intended to be and should not be used by anyone other than these specified parties.

Management Responsibilities

Management is responsible for establishing and maintaining effective internal control and for compliance with laws, regulations, contracts, and agreements. In fulfilling this responsibility, estimates and judgments by management are required to assess the expected benefits and related costs of the controls. The objectives of internal control are to provide management with reasonable, but not absolute, assurance that assets are safeguarded against loss from unauthorized use or disposition, that transactions are executed in accordance with management's authorizations and recorded properly to permit the preparation of financial statements in accordance with generally accepted accounting principles.

Management is responsible for making all financial records and related information available to us. We understand that you will provide us with such information required for our audit and that you are responsible for the accuracy and completeness of that information. We will advise you about appropriate accounting principles and their application and will advise you in the preparation of your financial statements, but the responsibility for the financial statements remains with you. As part of our engagement, we may propose standard, adjusting, or correcting journal entries to your financial statements. You are responsible for reviewing the entries and understanding the nature of any proposed entries and the impact they have on the financial statements. That responsibility includes the establishment and maintenance of adequate records and effective internal control over financial reporting, the selection and application of accounting principles, and the safeguarding of assets. Management is responsible for adjusting the financial statements to correct material misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud, or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. You are also responsible for informing us of your knowledge of any allegations of fraud or suspected fraud, or illegal acts affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws and regulations and for taking timely and appropriate steps to remedy any fraud, illegal acts, violations of contracts or grant agreements, or abuse that we may report.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

As part of the audit, we will prepare a draft of your financial statements and related notes. In accordance with *Government Auditing Standards*, you will be required to review and approve those financial statements prior to their issuance and have a responsibility to be in a position in fact and appearance to make an informed judgment on those financial statements. Further, you are required to designate a qualified management-level individual to be responsible and accountable for overseeing our services.

While we will assist in the preparation of the District's financial statements, responsibility for the financial statements and preparation of Management's Discussion and Analysis are the responsibility of the District.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards*

do not expect auditors to provide reasonable assurance of detecting abuse. Because an audit is designed to provide reasonable, but not absolute assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform you of any material errors that come to our attention, and we will inform you of any fraudulent financial reporting or misappropriation of assets that comes to our attention. Our responsibility as auditors' is limited to the period covered by our audit and does not extend to matters that might arise during any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about the financial statements and related matters.

Identifying and ensuring that Killarney Community Development District complies with laws, regulations, contracts, and agreements is the responsibility of management. As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Killarney Community Development District's compliance with applicable laws and regulations and the provisions of contracts and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Audit Procedures—Internal Controls

In planning and performing our audit, we will consider the internal control sufficient to plan the audit in order to determine the nature, timing, and extent of our auditing procedures for the purpose of expressing our opinion on Killarney Community Development District's financial statements.

We will obtain an understanding of the design of the relevant controls and whether they have been placed in operation, and we will assess control risk. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Tests of controls are required only if control risk is assessed below the maximum level. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards.*

An audit is not designed to provide assurance on internal control or to identify reportable conditions. However, we will inform the governing body or audit committee of any matters involving internal control and its operation that we consider to be reportable conditions under standards established by the American Institute of Certified Public Accountants. Reportable conditions involve matters coming to our attention relating to significant deficiencies in the design or operation of the internal control that, in our judgment, could adversely affect the entity's ability to record, process, summarize, and report financial data consistent with the assertions of management in the financial statements. We will also inform you of any nonreportable conditions or other matters involving internal control, if any, as required by *Government Auditing Standards.*

Audit Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Grau & Associates and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to a cognizant or oversight agency for audit or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability

Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Grau & Associates personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. Notwithstanding the foregoing, the parties acknowledge that various documents reviewed or produced during the conduct of the audit may be public records under Florida law. The District agrees to notify Grau & Associates of any public record request it receives that involves audit documentation.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed $6,000 for the September 30, 2006 audit. This agreement may be renewed each year subject to the mutual agreement to all terms, including fees, of both parties. The fee for each annual renewal will be agreed upon separately.

Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Invoices will be submitted in sufficient detail to demonstrate compliance with the terms of this agreement. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2004 peer review report accompanies this letter.

We appreciate the opportunity to be of service to Killarney Community Development District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Grau & Associates

Antonio Grau, Jr.

RESPONSE:

This letter correctly sets forth the understanding of Killarney Community Development District.

By: _____

Title: KILLARNEY CDD, CHAIRMAN

Date: 12/11/06

A I C P A

PEER REVIEW PROGRAM

is proud to present this

Certificate of Recognition

to

Grau & Company, P A

For demonstrating that your firm designed and complied with a system of quality control for its accounting and auditing practice that met the requirements of the quality control standards established by the AICPA during the period July 1, 2003 to June 30, 2004.

AICPA

The CPA. Never Underestimate The Value.™

Anthony D. Lynn, *Chair*
AICPA Peer Review Board
2004

1081

RESOLUTION 2007-2

A RESOLUTION AUTHORIZING THE FILING OF A PETITION WITH THE BOARD OF COUNTY COMMISSION OF HERNANDO COUNTY, FLORIDA TO CHANGE THE NAME OF KILLARNEY COMMUNITY DEVELOPMENT DISTRICT TO SPRING RIDGE COMMUNITY DEVELOPMENT DISTRICT

WHEREAS, the Killarney Community Development District (the "**District**") was created by Ordinance No. 2000-14 of the County Commission of Hernando County, Florida adopted November 1, 2000 (the "**Ordinance**"); and

WHEREAS, said Ordinance was filed with the Secretary of State upon its adoption; and

WHEREAS, the property described in the Ordinance is set forth in **Exhibit "A"** hereto which is the land currently contained within the District; and

WHEREAS, the District desires to change the name of the Killarney Community Development District to Spring Ridge Community Development District.

WHEREAS, the Board of Supervisors has authority to petition the County Commission of Hernando County to change the name of the District; and

WHEREAS, The Board of Supervisors desires to authorize the filing of a petition and other necessary action to change the name of the District.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the Killarney Community Development District this 11TH day of DECEMBER, 2006, as follows:

1. The District hereby authorizes the District's counsel and its other staff to prepare a petition requesting that the County Commission of Hernando County modify the Ordinance by changing the name of the District to Spring Ridge Community Development District.

2. The Chairman of the Board of Supervisors, the District Counsel and other staff are hereby fully authorized to execute and enter into such petitions, applications or other instruments as may be necessary to fully effectuate the intent of this Resolution.

3. The District shall pay any application fees or other costs which are necessary to obtain approval of the County.

PASSED AND ADOPTED THIS 11TH DAY OF DECEMBER, 2006.

John Buehler
Chairman

John Ricciardi
Assistant Secretary

12/11/06

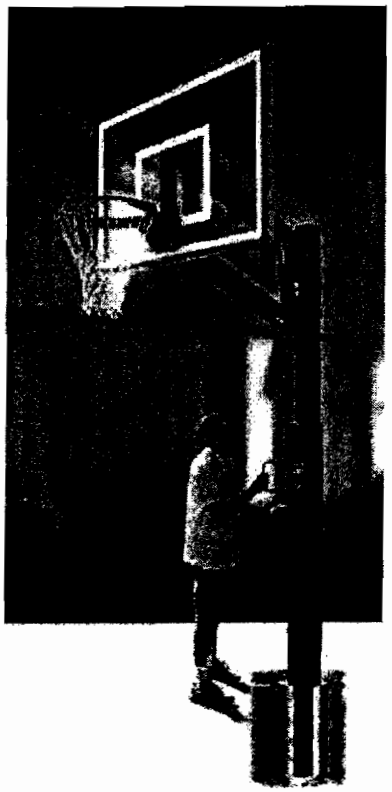
BASKETBALL HOOPS UNLIMITED .com
Call Toll Free: 1-888-836-2992
SERIOUS EQUIPMENT FOR SERIOUS PLAYERS

Home Page
Shop Online
Contact Us

Store Front | Search | Product List | Basket Contents

Adjustable
Fixed Height
Portable
Wall Mount
Roof Mount
Accessories
Containment Netting
On Sale

LOTTERY PICK - Now with Glass or Acrylic Backboard! 2005 "I



Quantity in Basket: *none*
Code: **BA8300-BK**
Price: $1,249.00
Sale: $989.00

Shipping Weight: **285.00** pour

Choose Pole System::
Choose Backboard Type:

Quantity: 1 Add To

ZIP CRANK ADJUSTABLE BASKETBALL SYSTEM by Bison. ***NEW for 2006 YC BACKBOARD.*** That's right you can now have a tempered glass backboard for th This is the BEST SYSTEM ON THE MARKET today, shop around and compare t chioce of Tempered Glass, Smoked Tempered Glass or 1/2 Thick Acrylic (select 4", 11 gauge square steel pole with your choice of a direct bury pole system or a The direct bury system is designed for a permanent installation and the bolt dowr system if needed, Zip Crank adjustable extension arm with 30" of safe play area. removable crank handle allowing you to stand on the court while adjusting. The r adjustments. Institutional Grade NBA style breakaway goal. INCLUDES thick cus color is black. This system is a great choice because the Glass Backboard or 1/2 BETTER REBOUND than the 3/8" thick acrylic backboards found on other syster Backboard or 1/2" Thick Actylic Backboard for the same cost or less than other s institutional grade rim and top of the line backboard options make this system a g Lifetime Warranty. **INCLUDES FREE SHIPPING AND FREE WILSON NCAA B/**

12/11/06

RESOLVED -

BUILDER INSTALLED NEW SIDEWALK

12/11/06

CREDIT MEMO REQUEST

TO: Melisa H. & Annette M. DATE: 11-30-06

CUTOMER KEY: 1-01439 IN THE AMOUNT OF: $1000.00

CUSTOMER NAME: Killarney CDD DATED: 10/25/06 & 11/25/06

APPLY #: 2027395 & 2027804 TYPE:

REASON: 42700 - 8235

Client billed $500 for Oct. 2006 & $500 for Nov. 2006 for Field Mgmt. Services. ST is not providing service & should not have billed.

ADDITIONAL INSTRUCTIONS: Apply $500 to each invoice

REQUESTED BY: Cassandra Cox

DISTRICT MANAGER:

APPROVED BY:

POSTED:

Oath of Office

I, Ralph Sevelius, a resident of the State of Florida and citizen of the United States of America, and being a Supervisor of the KILLARNEY Community Development District and a recipient of public funds on behalf of the District, do hereby solemnly swear or affirm that I will support the Constitution of the United States and of the State of Florida, and will faithfully, honestly and impartially discharge the duties devolving upon me in the office of Supervisor of the KILLARNEY Community Development District, HERNANDO County, Florida.

Print Name: Ralph Sevelius

12/11/05
Date

Sworn to (or affirmed) before me this 11 day of December, 2006 by whose signature appears hereinabove.

Notary Public State of Florida

Robert John Ricciardi
My Commission DD364374
Expires October 21 2008

Robert John Ricciardi
Print Name

My Commission expires

Personally known _____ or produced identification_____
Type of identification_____

Killarney

Community Development District

Financial Statements

Unaudited

October 31, 2006

KILLARNEY CDD
BALANCE SHEET
OCTOBER 31, 2006

	GENERAL	SERIES 2004 A/B DEBT	SERIES 2004 CAPITAL	TOTALS
ASSETS	$	$	$	$
CASH	129,132	-	-	129,132
CASH ON HAND	200	-	-	200
DUE FROM OTHER FUNDS	-	10,681	-	10,681
DUE FROM OTHER GOVERNMENTS	1,298	-	-	1,298
INVESTMENTS:				
CONSTRUCTION FUND	-	-	176,535	176,535
COST OF ISSUANCE	-	-	13,714	13,714
DEFERRED COST	-	5,290	-	5,290
INTEREST ACCOUNT	-	34	-	34
PREPAYMENT ACCOUNT B	-	1,236,710	-	1,236,710
RESERVE FUND A	-	184,900	-	184,900
RESERVE FUND B	-	295,142	-	295,142
REVENUE FUND	-	452,739	-	452,739
TOTAL ASSETS	$ 130,630	$ 2,185,496	$ 190,249	$ 2,506,375
LIABILITIES & FUND BALANCES				
LIABILITIES	$	$	$	$
ACCRUED EXPENSES	16,195	-	-	16,195
DUE TO OTHER FUNDS	10,681	-	-	10,681
FUND BALANCES				
RESERVED FOR DEBT SERVICE	-	2,185,496	-	2,185,496
RESERVED FOR CAPITAL PROJECTS	-	-	190,249	190,249
UNRESERVED/UNDESIGNATED	[redacted]	-	-	103,753
TOTAL LIABILITIES & FUND BALANCES	$ 130,629	$ 2,185,496	$ 190,249	$ 2,506,374

NOTE: MINOR DIFFERENCES IN STATEMENT TOTALS ARE A DIRECT RESULT OF ROUNDING TO WHOLE DOLLARS.

KILLARNEY CDD
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE ONE MONTH(S) ENDED OCTOBER 31, 2006

		CURRENT MONTH ACTUAL	YEAR TO DATE ACTUAL	ADOPTED BUDGET	PRORATED BUDGET	$ VARIANCE FAVORABLE (UNFAVORABLE)
		$	$	$	$	$
REVENUES:						
CARRY FORWARD FUNDS		-	-	22,002	22,002	(22,002)
SPECIAL ASSESSMENTS:						
ON ROLL		-	-	322,811	-	(322,811)
TOTAL REVENUES		-	-	344,813	22,002	(344,813)
EXPENDITURES:						
ADMINISTRATIVE EXPENDITURES:						
PROFESSIONAL SERVICES	Schedule Attached	6,198	6,198	54,899	4,575	48,701
ACCOUNTING AND AUDITING		1,136	1,136	22,177	1,136	21,041
COMMUNICATION	Schedule Attached	370	370	2,500	208	2,130
RENTALS AND LEASES		83	83	1,000	83	917
INSURANCE / RISK MANAGEMENT		4,135	4,135	15,000	3,750	10,865
PRINTING AND BINDING		55	55	2,000	167	1,945
LEGAL ADVERTISING		27	27	2,000	167	1,973
OTHER CURRENT CHARGES	Schedule Attached	-	-	26,075	21	26,075
OFFICE EXPENSE		25	25	400	33	375
REGULATORY FILING FEES		175	175	175	175	-
TOTAL ADMINISTRATIVE		12,204	12,204	126,226	10,315	114,022

NOTE: MINOR DIFFERENCES IN STATEMENT TOTALS ARE A DIRECT RESULT OF ROUNDING TO WHOLE DOLLARS.

KILLARNEY CDD
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE ONE MONTH(S) ENDED OCTOBER 31, 2006

		CURRENT MONTH ACTUAL	YEAR TO DATE ACTUAL	ADOPTED BUDGET	PRORATED BUDGET	$ VARIANCE FAVORABLE (UNFAVORABLE)
		$	$	$	$	$
FIELD EXPENDITURES:						
LANDSCAPE						
CONTRACTUAL SERVICES	Schedule Attached	8,785	8,785	106,000	8,833	97,215
UTILITY SERVICES	Schedule Attached	4,950	4,950	10,300	858	5,350
REPAIRS AND MAINTENANCE	Schedule Attached	-	-	8,500	708	8,500
OTHER CURRENT CHARGES	Schedule Attached	-	-	2,500	208	2,500
TOTAL LANDSCAPE		13,735	13,735	127,300	10,608	113,565
GATEHOUSE						
COMMUNICATION AND SHIPPING	Schedule Attached	-	-	1,200	100	1,200
UTILITY SERVICES	Schedule Attached	-	-	600	50	600
REPAIRS AND MAINTENANCE	Schedule Attached	169	169	1,000	83	831
OTHER CURRENT CHARGES	Schedule Attached	-	-	5,000	417	5,000
TOTAL GATEHOUSE		169	169	7,800	650	7,631
ROAD AND STREET FACILITIES						
REPAIRS AND MAINTENANCE	Schedule Attached	-	-	3,000	250	3,000
TOTAL ROAD AND STREET FACILITIES		-	-	3,000	250	3,000

NOTE: MINOR DIFFERENCES IN STATEMENT TOTALS ARE A DIRECT RESULT OF ROUNDING TO WHOLE DOLLARS.

KILLARNEY CDD
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE ONE MONTH(S) ENDED OCTOBER 31, 2006

		CURRENT MONTH ACTUAL	YEAR TO DATE ACTUAL	ADOPTED BUDGET	PRORATED BUDGET	$ VARIANCE FAVORABLE (UNFAVORABLE)
		$	$	$	$	$
PARKS AND RECREATION - GENERAL						
PAYROLL	Schedule Attached	2,154	2,154	43,000	3,583	40,846
PAYROLL TAXES	Schedule Attached	165	165	-	-	(165)
CONTRACTUAL SERVICES	Schedule Attached	956	956	8,050	671	7,094
COMMUNICATION AND SHIPPING	Schedule Attached	-	-	350	29	350
UTILITY SERVICES	Schedule Attached	1,774	1,774	17,620	1,468	15,846
REPAIRS AND MAINTENANCE	Schedule Attached	550	550	6,600	550	6,050
OTHER CURRENT CHARGES	Schedule Attached	-	-	3,200	267	3,200
OPERATING SUPPLIES	Schedule Attached	405	405	1,667	139	1,262
TOTAL PARKS AND RECREATION - GENERAL		6,004	6,004	80,487	6,707	74,483
TOTAL EXPENDITURES		32,112	32,112	344,813	28,530	312,701
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES		(32,112)	(32,112)	-	(6,528)	(32,112)
NET CHANGE IN FUND BALANCES		$ (32,112)	(32,112)	$ -	$ (6,528)	$ (32,112)
FUND BALANCE, OCTOBER 1			135,864			
FUND BALANCE, ENDING			$ 103,752			

NOTE: MINOR DIFFERENCES IN STATEMENT TOTALS ARE A DIRECT RESULT OF ROUNDING TO WHOLE DOLLARS.

KILLARNEY CDD
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
SUPPORTING SCHEDULES
GENERAL FUND
FOR THE ONE MONTH(S) ENDED OCTOBER 31, 2006

	CURRENT MONTH ACTUAL	YEAR TO DATE ACTUAL	ADOPTED BUDGET	PRORATED BUDGET	$ VARIANCE FAVORABLE (UNFAVORABLE)
	$	$	$		$
EXPENDITURES:					
ADMINISTRATIVE EXPENSES:					
PROFESSIONAL SERVICES:					
ENGINEERING	-	-	1,500	125	1,500
FIELD MANAGEMENT	500	500	6,000	500	5,500
INFORMATION TECHNOLOGY	185	185	2,220	185	2,035
LEGAL SERVICES	1,998	1,998	3,000	250	1,002
MANAGEMENT CONSULTING SERVICES	2,987	2,987	35,841	2,987	32,854
RECORDING SECRETARY	528	528	6,338	528	5,810
TOTAL PROFESSIONAL FEES	$ 6,198	$ 6,198	$ 54,899	$ 4,575	$ 48,701
COMMUNICATION:					
TELEPHONE-GENERAL	200	200	500	42	300
POSTAGE AND FREIGHT	170	170	2,000	167	1,830
TOTAL COMMUNICATION	$ 370	$ 370	$ 2,500	$ 208	$ 2,130
OTHER CURRENT CHARGES:					
BANK CHARGES	-	-	250	21	250
COLL. FEES & EARLY PMT DISCOUNT	-	-	25,825	-	25,825
TOTAL OTHER CURRENT CHARGES	$ -	$ -	$ 26,075	$ 21	$ 26,075
FIELD EXPENSES - LANDSCAPE					
CONTRACTUAL SERVICES:					
LANDSCAPE	8,785	8,785	106,000	8,833	97,215
TOTAL CONTRACTUAL SERVICES	$ 8,785	$ 8,785	$ 106,000	$ 8,833	$ 97,215
UTILITY SERVICES:					
IRRIGATION	4,950	4,950	10,300	858	5,350
TOTAL UTILITY SERVICES	$ 4,950	$ 4,950	$ 10,300	$ 858	$ 5,350

NOTE: MINOR DIFFERENCES IN STATEMENT TOTALS ARE A DIRECT RESULT OF ROUNDING TO WHOLE DOLLARS.

KILLARNEY CDD
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
SUPPORTING SCHEDULES
GENERAL FUND
FOR THE ONE MONTH(S) ENDED OCTOBER 31, 2006

	CURRENT MONTH ACTUAL	YEAR TO DATE ACTUAL	ADOPTED BUDGET	PRORATED BUDGET	$ VARIANCE FAVORABLE (UNFAVORABLE)
	$	$	$		$
REPAIRS AND MAINTENANCE:					
RENEWAL AND REPLACEMENT	-	-	2,500	208	2,500
IRRIGATION	-	-	6,000	500	6,000
TOTAL REPAIRS AND MAINTENANCE	$ -	$ -	$ 8,500	$ 708	$ 8,500
OTHER CURRENT CHARGES:					
CONTINGENCY	-	-	2,500	208	2,500
TOTAL OTHER CURRENT CHARGES	$ -	$ -	$ 2,500	$ 208	$ 2,500
FIELD EXPENSES - GATEHOUSE					
COMMUNICATION AND SHIPPING:	-	-	-	-	-
TELEPHONE-FIELD	-	-	1,200	100	1,200
TOTAL COMMUNICATION AND SHIPPING	$ -	$ -	$ 1,200	$ 100	$ 1,200
UTILITY SERVICES:					
ELECTRICITY CHARGES	-	-	600	50	600
TOTAL UTILITY SERVICES	$ -	$ -	$ 600	$ 50	$ 600
REPAIRS AND MAINTENANCE:					
GENERAL	169	169	1,000	83	831
TOTAL REPAIRS AND MAINTENANCE	$ 169	$ 169	$ 1,000	$ 83	$ 831
OTHER CURRENT CHARGES:					
CONTINGENCY	-	-	5,000	417	5,000
TOTAL OTHER CURRENT CHARGES	$ -	$ -	$ 5,000	$ 417	$ 5,000

NOTE: MINOR DIFFERENCES IN STATEMENT TOTALS ARE A DIRECT RESULT OF ROUNDING TO WHOLE DOLLARS.

KILLARNEY CDD
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
SUPPORTING SCHEDULES
GENERAL FUND
FOR THE ONE MONTH(S) ENDED OCTOBER 31, 2006

	CURRENT MONTH ACTUAL	YEAR TO DATE ACTUAL	ADOPTED BUDGET	PRORATED BUDGET	$ VARIANCE FAVORABLE (UNFAVORABLE)
	$	$	$		$
FIELD EXPENSES - ROAD AND STREET FACILITIES					
REPAIRS AND MAINTENANCE:					
STREET SIGNS	-	-	1,000	83	1,000
WALLS AND SIGNAGE	-	-	2,000	167	2,000
TOTAL REPAIRS AND MAINTENANCE	$ -	$ -	$ 3,000	$ 250	$ 3,000
FIELD EXPENSES - PARKS AND RECREATION - GENERAL					
PAYROLL					
SALARIES	2,154	2,154	43,000	3,583	40,846
TOTAL PAYROLL	$ 2,154	$ 2,154	$ 43,000	$ 3,583	$ 40,846
PAYROLL TAXES					
FICA TAXES	165	165	-	-	(165)
TOTAL PAYROLL TAXES	$ 165	$ 165	$ -	$ -	$ (165)
CONTRACTUAL SERVICES:					
JANITORIAL SERVICES	425	425	6,050	504	5,625
RECREATION CENTER	531	531	2,000	167	1,469
TOTAL CONTRACTUAL SERVICES	$ 956	$ 956	$ 8,050	$ 671	$ 7,094
COMMUNICATION AND SHIPPING:	-	-	-	-	-
TELEPHONE-GENERAL	-	-	350	29	350
TOTAL COMMUNICATION AND SHIPPING	$ -	$ -	$ 350	$ 29	$ 350

NOTE: MINOR DIFFERENCES IN STATEMENT TOTALS ARE A DIRECT RESULT OF ROUNDING TO WHOLE DOLLARS.

KILLARNEY CDD
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
SUPPORTING SCHEDULES
GENERAL FUND
FOR THE ONE MONTH(S) ENDED OCTOBER 31, 2006

	CURRENT MONTH ACTUAL	YEAR TO DATE ACTUAL	ADOPTED BUDGET	PRORATED BUDGET	$ VARIANCE FAVORABLE (UNFAVORABLE)
	$	$	$		$
UTILITY SERVICES:					
ELECTRICITY CHARGES	1,610	1,610	12,000	1,000	10,390
UTILITY-REFUSE REMOVAL	92	92	1,620	135	1,528
UTILITY-WATER AND SEWER	71	71	4,000	333	3,929
TOTAL UTILITY SERVICES	$ 1,773	$ 1,773	$ 17,620	$ 1,468	$ 15,847
REPAIRS AND MAINTENANCE:					
POOLS	550	550	6,600	550	6,050
TOTAL REPAIRS AND MAINTENANCE	$ 550	$ 550	$ 6,600	$ 550	$ 6,050
OTHER CURRENT CHARGES:					
MISCELLANEOUS SERVICES	-	-	200	17	200
CONTINGENCY	-	-	3,000	250	3,000
TOTAL OTHER CURRENT CHARGES	$ -	$ -	$ 3,200	$ 267	$ 3,200
OPERATING SUPPLIES:					
GENERAL	405	405	1,667	139	1,262
TOTAL OPERATING SUPPLIES	$ 405	$ 405	$ 1,667	$ 139	$ 1,262

NOTE: MINOR DIFFERENCES IN STATEMENT TOTALS ARE A DIRECT RESULT OF ROUNDING TO WHOLE DOLLARS.

KILLARNEY CDD
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
SERIES 2004 A/B DEBT SERVICE FUND
FOR THE ONE MONTH(S) ENDED OCTOBER 31, 2006

		CURRENT MONTH ACTUAL	YEAR TO DATE ACTUAL	ADOPTED BUDGET	PRORATED BUDGET	$ VARIANCE FAVORABLE (UNFAVORABLE)
		$	$	$	$	$
REVENUES:						
CARRY FORWARD FUNDS		-	-	238,638	238,638	(238,638)
SPECIAL ASSESSMENTS:						
ON ROLL		-	-	558,002	-	(558,002)
PREPAYMENT		61,818	61,818	-	-	61,818
INTEREST INCOME:						
INVESTMENTS		-	-	8,062	672	(8,062)
TOTAL REVENUES		61,818	61,818	804,702	239,310	(742,884)
EXPENDITURES:						
ADMINISTRATIVE EXPENDITURES:						
PROFESSIONAL SERVICES	Schedule Attached	-	-	10,250	4,000	10,250
OTHER CURRENT CHARGES	Schedule Attached	-	-	44,640	-	44,640
TOTAL ADMINISTRATIVE		-	-	54,890	4,000	54,890
DEBT SERVICE EXPENSES:						
PRINCIPAL RETIREMENT		-	-	272,588	-	272,588
INTEREST EXPENSE SERIES A		-	-	150,300	-	150,300
INTEREST EXPENSE SERIES B		-	-	326,975	-	326,975
TOTAL DEBT SERVICE EXPENSES		-	-	749,863	-	749,863
TOTAL EXPENDITURES		-	-	804,753	4,000	804,753
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES		61,818	61,818	(51)	235,310	61,869

NOTE: MINOR DIFFERENCES IN STATEMENT TOTALS ARE A DIRECT RESULT OF ROUNDING TO WHOLE DOLLARS.

KILLARNEY CDD
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
SERIES 2004 A/B DEBT SERVICE FUND
FOR THE ONE MONTH(S) ENDED OCTOBER 31, 2006

	CURRENT MONTH ACTUAL	YEAR TO DATE ACTUAL	ADOPTED BUDGET	PRORATED BUDGET	$ VARIANCE FAVORABLE (UNFAVORABLE)
	$	$	$	$	$
OTHER FINANCING SOURCES (USES):					
NON-OPERATING EXPENSES	-	-	51	-	(51)
TOTAL OTHER FINANCING SOURCES (USES)	-	-	51	-	(51)
NET CHANGE IN FUND BALANCES	$ 61,818	61,818	$ -	$ 235,310	$ 61,818
FUND BALANCE, OCTOBER 1		2,123,678			
FUND BALANCE, ENDING		$ 2,185,496			

NOTE: MINOR DIFFERENCES IN STATEMENT TOTALS ARE A DIRECT RESULT OF ROUNDING TO WHOLE DOLLARS.

KILLARNEY CDD
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
SUPPORTING SCHEDULES
SERIES 2004 A/B DEBT SERVICE FUND
FOR THE ONE MONTH(S) ENDED OCTOBER 31, 2006

	CURRENT MONTH ACTUAL	YEAR TO DATE ACTUAL	ADOPTED BUDGET	PRORATED BUDGET	$ VARIANCE FAVORABLE (UNFAVORABLE)
	$	$	$		$
EXPENDITURES:					
ADMINISTRATIVE EXPENSES:					
PROFESSIONAL SERVICES:					
ARBITRAGE REBATE	-	-	1,250	-	1,250
DISSEMINATION AGENT	-	-	5,000	-	5,000
TRUSTEE	-	-	4,000	4,000	4,000
TOTAL PROFESSIONAL FEES	$ -	$ -	$ 10,250	$ 4,000	$ 10,250
OTHER CURRENT CHARGES:					
COLL. FEES & EARLY PMT DISCOUNT	-	-	44,640	-	44,640
TOTAL OTHER CURRENT CHARGES	$ -	$ -	$ 44,640	$ -	$ 44,640

NOTE: MINOR DIFFERENCES IN STATEMENT TOTALS ARE A DIRECT RESULT OF ROUNDING TO WHOLE DOLLARS.

KILLARNEY CDD
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
SERIES 2004 CAPITAL PROJECTS FUND
FOR THE ONE MONTH(S) ENDED OCTOBER 31, 2006

	CURRENT MONTH ACTUAL	YEAR TO DATE ACTUAL	$ VARIANCE FAVORABLE (UNFAVORABLE)
	$	$	$
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	-	-	-
FUND BALANCE, OCTOBER 1		190,249	
FUND BALANCE, ENDING		$ 190,249	

1100

NOTE: MINOR DIFFERENCES IN STATEMENT TOTALS ARE A DIRECT RESULT OF ROUNDING TO WHOLE DOLLARS.

Killarney

COMMUNITY DEVELOPMENT DISTRICT
TAX COLLECTIONS
FISCAL YEAR ENDING SEPTEMBER 30, 2007

								TOTAL BUDGETED AMOUNTS		
			549070	549070	361006	549070		363010	363010	
								$322,811.00	$558,002.00	$880,813.00
								001	201	
TAX COLL CHECK #	DATE RECEIVED	GROSS TAX RECEIVED	PENALTIES / DISCOUNTS	COMMISSIONS	INTEREST	POSTAGE	NET AMOUNT RECEIVED	GENERAL FUND 36.65%	SERIES 2000 63.35%	TOTAL 100.00%
	10/01/06	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	10/01/06	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	10/01/06	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	10/01/06	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	10/01/06	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	10/01/06	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	10/01/06	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	10/01/06	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	TOTALS	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.01**	**$0.00**	**$0.00**

Quarterly Interest

	10/01/06	$0.00
	10/01/06	$0.00
	10/01/06	$0.00
	10/01/06	$0.00
	TOTALS	**$0.00**

Exess Fees

	10/01/06	$0.00

Total Received From Tax Collector $0.00

Please make check payable to:

Fund#	G/L Code	SubAcct#	Date	Check#	Amount
Killarney CDD C/O Wachovia Bank, NA	201	131000	1000	10/01/06	($10,250.00)
Killarney CDD C/O Wachovia Bank, NA	201	131000	1000	10/01/06	$0.00
Killarney CDD C/O Wachovia Bank, NA	201	131000	1000	10/01/06	$0.00
Killarney CDD C/O Wachovia Bank, NA	201	131000	1000	10/01/06	$0.00
Killarney CDD C/O Wachovia Bank, NA	201	131000	1000	10/01/06	$0.00
Killarney CDD C/O Wachovia Bank, NA	201	131000	1000	10/01/06	$0.00
Killarney CDD C/O Wachovia Bank, NA	201	131000	1000	10/01/06	$0.00
Killarney CDD C/O Wachovia Bank, NA	201	131000	1000	10/01/06	$0.00
				Total Transfers	($10,250.00)

Killarney

Community Development District
Special Assessment Revenue Bonds, Series 2004 A / B

For the Month Ended October 31, 2006

Source of Funds	Budget	Actual to Date	Variance (Fav.) - Unfav.
Deposit to Construction Account	$ 10,252,235.33	$ 10,252,235.33	$ -
Deposit to Cost Issuance Account	132,000.00	132,000.00	-
Deposit to A Reserve Account	184,900.00	184,900.00	-
Deposit to B Reserve Account	534,762.76	534,762.76	-
Deposit to Capitalized Interest Acct.	1,004,196.10	1,004,196.10	-
Underwriter's Discount	201,465.00	201,465.00	-
Interest Income	123,713.31	123,713.31	-
Total	**$ 12,433,272.50**	**$ 12,433,272.50**	**$ -**

Use of Funds	Budget	Actual to Date	Variance Fav. - (Unfav.)
Costs of Issuance			
Deposit to A Reserve Fund	$ 184,900.00	$ 184,900.00	$ -
Deposit to B Reserve Fund	534,762.76	534,762.76	-
Deposit to Capitalized Interest Acct.	1,004,196.10	1,004,196.10	-
Underwriters' Discount	201,465.00	201,465.00	-
Bond Counsel - Akerman Senterfitt	40,000.00	72,150.00	(32,150.00)
District Counsel -	34,000.00	298.50	33,701.50
Trustee Fee- Wachovia Bank	5,250.00	5,050.00	200.00
Trust Counsel-Holland & Knight	5,250.00	5,250.00	-
Financial Advisor	12,500.00	12,500.00	-
Printing	7,000.00	4,735.83	2,264.17
District Manager	15,000.00	15,000.00	-
Continuing Disclosure	5,000.00	5,000.00	-
Hernando Development, LLC	18,972.49	18,972.49	-
Contingency	-	-	-
Total Costs of Issuance:	**$ 2,068,296.35**	**$ 2,064,280.68**	**$ 4,015.67**

Killarney

Community Development District
Special Assessment Revenue Bonds, Series 2004 A / B

For the Month Ended October 31, 2006

Source of Funds	Budget	Actual to Date	Variance (Fav.) - Unfav.
Construction Costs			
Engineer	5,000.00	1,422,273.91	(1,417,273.91)
Roads (Waldengreen)	$ 4,787,588.18	$ 4,787,588.18	$ -
Stormwater Management	1,151,006.87	1,151,006.87	-
Atlantic Concrete, Rinker, Sewer & Wasterwater Management	811,258.57	811,258.57	-
Water Distribution	206,883.70	206,883.70	-
Security and Landscaping (Hydrograss)	463,605.02	463,605.02	-
Recreational Facilities	1,469,979.87	1,469,979.87	-
Undergrounding of Electrical Power	29,712.95	29,712.95	-
	$8,925,035.16	**$10,342,309.07**	**($1,417,273.91)**
Change Orders			
Change Order #1 - Sod, Seed & Mulch	$ (56,040.26)	$ (56,040.26)	$ -
Change Order #2 - Materials	(34,402.44)	(34,402.44)	-
Change Order #3 - Materials	(73,123.85)	(73,123.85)	-
Total Change Orders:	**$ (163,566.55)**	**$ (163,566.55)**	**$ -**
Future Projects	**$ 1,439,940.99**	**$ -**	**$ 1,439,940.99**
Total Construction Costs	**$ 10,037,843.05**	**$ 10,015,175.97**	**$ 22,667.08**
Total Expenditures	**$ 11,942,572.85**	**$ 12,243,023.20**	**$ 26,682.75**
Funds Remaining		**$ 190,249.30**	

Reconciliation to Bank Statement:	
Construction Acct. @ 10/31/06	**$ 176,535.35**
Cost of Issuance Acct. @ 10/31/06	**$ 13,713.95**
Total	**$ 190,249.30**

Bank Reconciliation

Killarney Community Development District

Bank Account No.	0118
Statement No.	10-06
Statement Date	10/31/06
Currency Code	

G/L Balance ($)	129,131.75	**Statement Balance**	129,131.75
G/L Balance	129,131.75	**Outstanding Deposits**	0.00
Positive Adjustments	0.00		
		Subtotal	129,131.75
Subtotal	129,131.75	**Outstanding Checks**	0.00
Negative Adjustments	0.00	**Total Differences**	0.00
Ending G/L Balance	129,131.75	**Ending Balance**	129,131.75
Difference	0.00		

Posting Date	D Ty	Document No.	Accou Type	Account No.	Description	Bal. Accou	Bal. Account No.	Amount	Cleared Amount	Difference
Checks										
09/27/06	Pa	823	G/L Ac		FLORIDA MUNICIPAL INSURAN	G/L Ac		4,135.00	4,135.00	0.00
09/27/06	Pa	824	G/L Ac		KILLARNEY CDD	G/L Ac		100,174.21	100,174.21	0.00
09/27/06	Pa	825	G/L Ac		SEVERN TRENT ENVIRONMEN	G/L Ac		5,650.78	5,650.78	0.00
09/27/06	Pa	826	G/L Ac		TIMES PUBLISHING COMPANY	G/L Ac		57.46	57.46	0.00
10/06/06	Pa	827	G/L Ac		SANDRA MANUELE	G/L Ac		907.80	907.80	0.00
10/10/06	Pa	828	G/L Ac		AMERICAN ACCESS CONTROL,	G/L Ac		280.00	280.00	0.00
10/10/06	Pa	829	G/L Ac		BE-MAC SERVICES, INC.	G/L Ac		14,089.25	14,089.25	0.00
10/10/06	Pa	830	G/L Ac		E.C. ELECTRICAL	G/L Ac		518.00	518.00	0.00
10/10/06	Pa	831	G/L Ac		FEDEX	G/L Ac		38.41	38.41	0.00
10/10/06	Pa	832	G/L Ac		HERNANDO COUNTY UTILITIES	G/L Ac		388.26	388.26	0.00
10/10/06	Pa	833	G/L Ac		INFANTE SERVICES, INC.	G/L Ac		765.00	765.00	0.00
10/10/06	Pa	834	G/L Ac		JOB JAR	G/L Ac		205.00	205.00	0.00
10/10/06	Pa	835	G/L Ac		LINEX MARKINGS INC.	G/L Ac		3,565.00	3,565.00	0.00
10/10/06	Pa	836	G/L Ac		PEACHTREE BUSINESS PROD	G/L Ac		337.00	337.00	0.00
10/10/06	Pa	837	G/L Ac		SANDRA MANUELE	G/L Ac		162.59	162.59	0.00
10/10/06	Pa	838	G/L Ac		SEASIDE SANITATION	G/L Ac		189.79	189.79	0.00
10/10/06	Pa	839	G/L Ac		UPS	G/L Ac		52.60	52.60	0.00
10/10/06	Pa	840	G/L Ac		WITHLACOOCHEE RIVER ELEC	G/L Ac		1,834.63	1,834.63	0.00
10/19/06	Pa	842	G/L Ac		BELLSOUTH	G/L Ac		196.25	196.25	0.00
10/19/06	Pa	843	G/L Ac		FEDEX	G/L Ac		134.12	134.12	0.00
10/19/06	Pa	844	G/L Ac		FLORIDA DEPT COMMUNITY AF	G/L Ac		175.00	175.00	0.00
10/19/06	Pa	845	G/L Ac		HERNANDO COUNTY CODE	G/L Ac		550.00	550.00	0.00
10/19/06	Pa	846	G/L Ac		INFANTE SERVICES, INC.	G/L Ac		340.00	340.00	0.00
10/19/06	Pa	847	G/L Ac		SUPERIOR SITE DEV., INC.	G/L Ac		4,644.00	4,644.00	0.00
10/19/06	Pa	848	G/L Ac		TIMES PUBLISHING COMPANY	G/L Ac		27.08	27.08	0.00
10/19/06	Pa	849	G/L Ac		WAYNE RANSOM	G/L Ac		140.46	140.46	0.00
10/20/06	Pa	841	G/L Ac		SANDRA MANUELE	G/L Ac		907.80	907.80	0.00
Total Checks								140,465.49	140,465.49	0.00
Deposits										

Posting Date	D Ty	Document No.	Accou Type	Account No.	Description	Bal. Accou	Bal. Account No.	Amount	Cleared Amount	Difference
Deposits										
10/06/06	Pa	GC000004	G/L Ac		IRS Tax Payments	G/L Ac		-251.51	-251.51	0.00
10/19/06	Pa	GC000004	G/L Ac		Hernando County Tax Collections-	G/L Ac		84.87	84.87	0.00
10/20/06	Pa	GC000005	G/L Ac		IRS Tax Payments	G/L Ac		-251.51	-251.51	0.00
Total Deposits								-418.15	-418.15	0.00

Killarney

Community Development District

Check Register Summary
October 31, 2006

Check Dates	Check No.		Total
10/01/06 - 10/31/06	827 - 849	$	30,448.04
Total		**$**	**30,448.04**

STERLING HILL COMMUNITY DEVELOPMENT DISTRICT
3434 Colwell Avenue, Suite 200, Tampa, Florida 33614

RECEIVED
BOARD OF COUNTY COMM.
HERNANDO COUNTY
2007 APR 15 PM 3:49

April 12, 2007

Hernando County Clerk of Court
Karen Nicolai
20 North Main Street, Room 130
Brooksville, FL 34601

RE: Sterling Hill Community Development District

To Whom It May Concern:

Pursuant to Section 11.45, Florida Statutes, and Section 189.418, Florida Statutes, an independent special district in one county must file its Annual Financial Audit Report with the Office of the Auditor General and the Clerk of the County governing within 45 days of audit completion and within 12 months of fiscal year end. One copy of the report must be submitted to the Clerk of the Board of County Commissioners.

Accordingly, enclosed is one copy of the Annual Financial Audit Report for the Fiscal Year Ended September 30, 2006 for the above referenced district. Please call me at (813) 933-5571 with any questions.

Sincerely,

Steven P. Murman

Enclosures

CTN 3

STERLING HILL COMMUNITY DEVELOPMENT DISTRICT
3434 Colwell Avenue, Suite 200, Tampa, Florida 33614

RECEIVED
BOARD OF COUNTY COMM.
HERNANDO COUNTY
2007 APR 15 PM 3:49

April 12, 2007

Hernando County Clerk of Court
Karen Nicolai
20 North Main Street, Room 130
Brooksville, FL 34601

RE: Sterling Hill Community Development District

To Whom It May Concern:

Pursuant to Section 11.45, Florida Statutes, and Section 189.418, Florida Statutes, an independent special district in one county must file its Annual Financial Audit Report with the Office of the Auditor General and the Clerk of the County governing within 45 days of audit completion and within 12 months of fiscal year end. One copy of the report must be submitted to the Clerk of the Board of County Commissioners.

Accordingly, enclosed is one copy of the Annual Financial Audit Report for the Fiscal Year Ended September 30, 2006 for the above referenced district. Please call me at (813) 933-5571 with any questions.

Sincerely,

Steven P. Murman

Enclosures

CTN 3

CONSENT AGENDA MEMORANDUM

TO: Honorable Chairman and Members of the Board of County Commissioners

DATE: April 5, 2007

VIA: Gary Kuhl
County Administrator

SUBJECT: Thrasher Road---
Clarification amendment
to existing agreement

FROM: Kent L. Weissinger
Assistant County Attorney

BRIEF OVERVIEW:

In 2005, the Board approved an agreement formalizing the commitment of Optima DHM (Developer) to fulfill certain Seville master plan approval conditions regarding the Thrasher Road extension. Since then the Developer has sold a portion of the property, and the agreement as approved contained a provision that would have required the Developer to pave a portion of the road well in advance of either development of its remaining property and without any coordination with County improvement of the remainder of the road. With staff input and approval, an amendment has been prepared under which the Developer's obligation to improve the road is based upon and coordinated with County improvement of that portion of the road which is a County responsibility. When the County begins work on the road, the Developer is obligated to improve his portion of the road to the same standards (either limerock or paving). Remaining terms of the original agreement regarding provision of right-of-way are unaffected.

LEGAL AUTHORITY:
Pursuant to s. 125.01, Florida Statutes.

BUDGET IMPACT:
N/A

RECOMMENDATION:
That the Board approve the proposed amendment to the existing Agreement between the Seville Developer and the County with respect to Developer obligations to improve Thrasher Road pursuant to conditions imposed on Master Plan amendment, and authorize the Chair to execute the Agreement.

ADMINISTRATIVE NOTE:

Attachment
cc: Larry Jennings
Charles Mixson
Ron Pianta

AGENDA ITEM H.

FIRST AMENDMENT
TO
AGREEMENT OF JUNE 14, 2005

THIS FIRST AMENDMENT is made and entered into on the ____ day of _____, 2006, by and between OPTIMA DHM CORPORATION (the "DEVELOPER") and HERNANDO COUNTY, a subdivision of the State of Florida (the "COUNTY") regarding Condition 17 of the COUNTY's approval of the Seville Master Plan. The parties state:

RECITALS

WHEREAS, since the execution of the Agreement, dated June 14, 2005, the DEVELOPER has sold parts of the Seville property to third parties who are proceeding with the development of the property, pursuant to the approved Master Plan; and

WHEREAS, construction has been initiated and permit applications have been filed; and

WHEREAS, the COUNTY and DEVELOPER has reconsidered when Thrasher Road needs to be extended to U.S. 98 and agree that provision 4.e. of the Agreement, dated June 14, 2005 needs to be amended.

NOW, THEREFORE, in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration in hand paid by the parties hereto each to the other, simultaneously with the execution and delivery of these presents, and in consideration of the mutual understandings and agreements hereinafter set forth and contained, the parties agree as follows:

1. Recitals. The above Recitals are incorporated herein by reference and made a part hereof.

2. Amendment. Provision 4.e. is deleted in its entirety and replaced with the following:

"e. To commence the hard-surfacing (limerock and/or pavement) of that portion of Thrasher Road ~~lying east~~ as extended to the east and northeast of the Suncoast Parkway no later than when vertical construction commences on that portion of the project referred to as Eastern Seville or when the County hard-surfaces Thrasher Road from U.S. 19 through the Suncoast Parkway, whichever occurs first. If this obligation is triggered by vertical construction on Eastern Seville, the subject portion of Thrasher Road shall be paved to County standards by the Developer. If this obligation is triggered by County hard-surfacing, the Developer's work hereunder with respect to limerocking versus paving must

match or exceed the nature of the County's construction, provided however that at such time as the County paves Thrasher Road from U.S. 19 through the Suncoast Parkway, Developer shall be responsible for matching or exceeding the nature of the County's construction within ninety (90) days of completion of the County's construction with respect to that portion of Thrasher Road as extended to the east and northeast of the Suncoast Parkway. Any work by the Developer hereunder shall be pursuant to right-of-way permitting through the affected County agency."

This FIRST AMENDMENT is entered into as of the day and year first written above and is executed in at least two original copies, one of which is to be delivered to the DEVELOPER and one to the COUNTY CLERK for filing in the official records.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this ___ day of _____, 2006.

ATTEST:

OPTIMA DHM CORPORATION

_____ By: _____

Witness

ATTEST

BOARD OF COUNTY COMMISSIONERS

OF HERNANDO COUNTY, FLORIDA

_____ By: _____

KAREN NICOLAI
CLERK OF CIRCUIT COURT

CHAIRPERSON

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

KW 4/18/07

Assistant County Attorney

#1894392v1

FIRST AMENDMENT
TO
AGREEMENT OF JUNE 14, 2005

THIS FIRST AMENDMENT is made and entered into on the _2___ day of ____April_____, 2007, by and between OPTIMA DHM CORPORATION (the "DEVELOPER") and HERNANDO COUNTY, a subdivision of the State of Florida (the "COUNTY") regarding Condition 17 of the COUNTY's approval of the Seville Master Plan. The parties state:

RECITALS

WHEREAS, since the execution of the Agreement, dated June 14, 2005, the DEVELOPER has sold parts of the Seville property to third parties who are proceeding with the development of the property, pursuant to the approved Master Plan; and

WHEREAS, construction has been initiated and permit applications have been filed; and

WHEREAS, the COUNTY and DEVELOPER has reconsidered when Thrasher Road needs to be extended to U.S. 98 and agree that provision 4.e. of the Agreement, dated June 14, 2005 needs to be amended.

NOW, THEREFORE, in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration in hand paid by the parties hereto each

to the other, simultaneously with the execution and delivery of these presents, and in consideration of the mutual understandings and agreements hereinafter set forth and contained, the parties agree as follows:

1. Recitals. The above Recitals are incorporated herein by reference and made a part hereof.

2. Amendment. Provision 4.e. is deleted in its entirety and replaced with the following:

"e. To commence the hard-surfacing (limerock and/or pavement) of that portion of Thrasher Road lying east of the Suncoast Parkway no later than when vertical construction commences on that portion of the project referred to as Eastern Seville or when the County hard-surfaces Thrasher Road from U.S. 19 through the Suncoast Parkway, whichever occurs first. If this obligation is triggered by County hard-surfacing, the Developer's work hereunder with respect to limerocking versus paving must match or exceed the nature of the County's construction. Any work by the Developer hereunder shall be pursuant to right-of-way permitting through the affected County agency."

This FIRST AMENDMENT is entered into as of the day and year first written above and is executed in at least two original copies, one of which is to be delivered to the DEVELOPER and one to the COUNTY CLERK for filing in the official records.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this ___ day of _____, 2007.

ATTEST:

OPTIMA DHM CORPORATION

Witness

By: _____

JUDI SAKER

Printed Name of Witness

Witness

JAMES COCCHI

Printed Name of Witness

ATTEST

BOARD OF COUNTY COMMISSIONERS
OF HERNANDO COUNTY, FLORIDA

By: _____
CHAIRPERSON

KAREN NICOLAI
CLERK OF CIRCUIT COURT

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

KW 4/5/07

Assistant County Attorney

AGENDA MEMORANDUM

TO: Honorable Chairman and Members of the Board of County Commissioners

DATE: April 12, 2005

VIA: Gary Adams
County Administrator

SUBJECT: Thrasher Road--- Agreement with Developer for Right-of-Way, Limerocking, and Paving

FROM: Kent L. Weissinger
Assistant County Attorney

BRIEF OVERVIEW:

As part of conditions imposed on an amendment to Master Plan approval for Seville, the Developer was required to provide certain rights-of-way and to assume certain obligations for improvements to an extended Thrasher Road, which would eventually serve as a collector roadway between U.S. 19 and U.S. 98 in northwest Hernando County. As part of a series of related transactions, the Developer and County staff have agreed on the form of a Developer commitment to fulfill the conditions regarding the Thrasher Road extension, and a contract between the County and the Developer is attached.

Under the proposed Agreement, the Developer will provide right-of-way not already owned by the County along a defined route from the current eastern terminus of Thrasher Road east, then north and under the Suncoast Parkway at an existing overpass through the Eastern Seville development to U.S. 19 at a point consistent with the entrance to World Woods. A small portion of County property at the Northwest Solid Waste Management Facility may be required for the road, and the Agreement calls for the Developer to restore and improve affected portions of the facility and its infrastructure per Utilities Department needs, and to further provide cash or land in a reasonably equivalent value to make the County whole. The Agreement also calls for limerocking the extension when any Seville development begins and to pave the extension when vertical development begins at Eastern Seville.

Planning and Public Works staff have been involved in negotiating the Agreement and believe the proposed contract is consistent with the zoning conditions.

"MINUTES OF"
JUN 14 2005
CONSENT AGENDA ITEM 14.

LEGAL AUTHORITY:
Pursuant to s. 125.01, Florida Statutes, and County Subdivision Regulations and the Zoning Ordinance.

BUDGET IMPACT:
Under the Agreement terms, there should be no budget impact to the County.

RECOMMENDATION:
That the Board approve the proposed Agreement between the Seville Developer and the County with respect to the extension of Thrasher Road pursuant to conditions imposed on Master Plan amendment and authorize the Chair to execute the Agreement.

ADMINISTRATIVE NOTE:

cc: Larry Jennings
Charles Mixson

CONSENT AGENDA #14—THRASHER ROAD AGREEMENT

A final revision to this document...revised Friday per Developer request in apparent compliance with zoning conditions for Seville Master Plan approval. Per Planning, the revised Agreement was not in literal compliance with conditions and was revised yesterday.

First revision, removing Developer responsibility for limerocking as exceeding zoning condition, but limiting responsibility for paving road through Eastern Seville until development begins in Eastern Seville:

e. To commence the paving of that portion of Thrasher Road lying east of the Suncoast Parkway no later than when vertical construction commences on that portion of the project referred to as Eastern Seville or when the County paves Thrasher Road from U.S. 19 through the Suncoast Parkway, whichever occurs first. Provided, however, in no event shall the Developer be required to commence said paving until the County has given written authorization for paving all County owned right-of-way.

Final revision, to provide for paving road through Eastern Seville on any development in the Seville project, western or eastern:

e. To commence the paving of that portion of Thrasher Road lying east of the Suncoast Parkway no later than when vertical construction commences on any portion of the Seville project or when the County paves Thrasher Road from U.S. 19 through the Suncoast Parkway, whichever occurs first. Provided, however, in no event shall the Developer be required to commence said paving until the County has given written authorization for paving all County owned right-of-way.

"MINUTES OF"
JUN 14 2005

Consent #14

R County Attorneys Office

Doc# 2005055472
Hernando County, Florida
06/28/2005 4:03PM
KAREN NICOLAI, Clerk
OFFICIAL RECORDS
BK: 2051 PG: 1482

AGREEMENT

THIS AGREEMENT is made and entered into on the 14th day of June 2005, by and between OPTIMA DHM CORPORATION (the "Developer") and Hernando County, a subdivision of the State of Florida (the "County") regarding Condition 17 of the County's approval of the Seville Master Plan. The parties state:

Recitals

WHEREAS, on August 7, 2002, Hernando County approved revisions to the Seville Master Plan (Planning File Number H-02-05) which includes approximately 1,352 acres of land lying in Section 12, Township 21 South, Range 17 East and Sections 3, 4, 5, 7, 8, 9, 10 and 16, Township 21 South, Range 18 East, Hernando County, Florida, and more fully described in Exhibit "A" attached hereto and made a part hereof (hereinafter the "Subject Property"); and,

WHEREAS, on July 8, 2002, the Hernando County Planning and Zoning Commission heard the aforesaid rezoning application and voted 4-1 to approve the petitioner's request subject to conditions; and,

WHEREAS, one of the conditions for approval was that Developer and the County enter into an agreement as to certain improvements to be made to Thrasher Road by the Developer; and,

WHEREAS, the Developer intends to construct a development on the Subject Property; and,

WHEREAS, the Amended and Restated Water and Sewer Agreement in effect between Developer and the County Water and Sewer District as of the date of this Agreement depends in part upon the right-of-way and improvements provided for herein, based on the separate Memorandum of Agreement between the County and the Florida Turnpike Enterprise; and,

WHEREAS, the County desires to see such improvements and commitments from the Developer as will facilitate the flow of traffic in and adjacent to the development on the Subject Property, particularly with respect to extending Thrasher Road to U.S. 98; and,

WHEREAS, the Developer is willing to commit herein to the improvements, projects and donations set forth herein with respect to the Subject Property in return for being authorized to proceed with the development as approved.

NOW, THEREFORE, in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration in hand paid by the parties hereto each to the other, simultaneously with the execution and delivery of these presents, and in consideration of the mutual understandings and agreements hereinafter set forth and contained, the parties agree as follows:

1. Recitals. The above Recitals are incorporated herein by reference and made a part hereof.

Note: This document was presented for Recording containing SOME ENTRIES THAT ARE OF POOR QUALITY AND MAY NOT BE LEGIBLE.

2. Effective Date and Duration. This Agreement shall take effect upon the date executed by the last party hereto (the "Effective Date"). This Agreement shall terminate upon the build-out of the Subject Property, the fulfillment of all obligations hereunder, or by operation of applicable law, whichever occurs last.

3. Consistency with Comprehensive Plan and Land Development Regulations. The parties find and agree that the development uses permitted on the Subject Property as described in Resolution #2002-190 approving rezoning of the subject property are consistent with Hernando County's adopted Comprehensive Plan and land development regulations.

4. Thrasher Road Extension. As provided in Condition 17 of the County's approval of the Master Plan, the Developer agrees as follows:

a. To provide a minimum of eighty (80) feet of right-of-way so that Thrasher Road can be extended from its current eastern terminus where it terminates at Downy Woodpecker Road to U.S. 98, except the Developer is not required to provide the right-of-way where the right-of-way is owned by the Florida Department of Transportation. In areas where the County owns a right-of-way along the route specified in paragraph b. herein, Developer shall be responsible for acquisition or reimbursement of the cost of County acquisition to increase any existing right-of-way from its current width to eighty (80) feet. Cost of acquisition shall include all compensation awarded in any eminent domain acquisition, including court costs, expert witness costs, and attorneys' fees.

b. The route of the Thrasher Road extension generally shall be the following described route: (1) Thrasher Road shall be extended easterly through Block 721 of Royal Highlands Unit No. 8 across the two hundred ninety-five foot wide Progress Energy right-of-way and through Block 732 of Royal Highlands Unit No. 8 to Courlan Road; (2) go north on Courlan Road to the north boundary of Section 15, Township 21 South, Range 18 East and the north boundary of Royal Highlands Unit No. 8; (3) go northeasterly across the Florida Department of Transportation property to the westerly right-of-way of the Suncoast Parkway; (4) go across the Suncoast Parkway right-of-way to the easterly right-of-way of the Suncoast Parkway; and (5) proceed along the route shown on Exhibit B until the road intersects U.S. 98 right-of-way.

Those portions of the Thrasher Road extension described in (1), (2), (3), and (4) are owned either by Hernando County or the Florida Department of Transportation. A portion of (5) is also owned by Hernando County.

c. To the extent the route described in (5) above requires the use of any County property, the Developer shall: (1) reconstruct the landfill perimeter limerock road and establish a gated access between the perimeter road and the new road; (2) reconstruct a small portion of the back access limerock road; (3) replace the lost drainage retention as part of the design of the new road: (4) establish a fifty (50) foot natural buffer along the south side of the eastern Seville parcel and adjacent to the north property line of the landfill, using existing vegetation to the extent feasible; and (5) compensate the County with either cash or property of reasonably acceptable equivalent value.

d. The route described in (5) above may be changed with the written approval of both parties. If there is to be a change in the route of the Thrasher Road extension, the change must be agreed upon prior to the commencement of construction of that portion of the project referred to as Eastern Seville.

e. To commence the paving of that portion of Thrasher Road lying east of the Suncoast Parkway no later than when vertical construction commences on any portion of the Seville project or when the County paves Thrasher Road from U.S. 19 through the Suncoast Parkway, whichever occurs first. Provided, however, in no event shall the Developer be required to commence said paving until the County has given written authorization for paving all County owned right-of-way.

5. Compliance with Applicable Laws and Regulations. The failure of this Agreement to address a particular permit, condition, term or restriction shall not relieve the Developer of the necessity of complying with the law governing said permitting requirements, conditions, terms or restrictions.

6. Force Majeure. The parties agree that failure or delay of the County or Developer in performing any of the terms of this Agreement shall be excused if and to the extent the failure or delay is caused by any acts of God, wars, fires, strikes, floods, weather, or any law, ordinance, rule or regulation beyond the control of the County or the Developer.

7. Entire Agreement. This Agreement contains the entire Agreement of the parties as it is the specific intent of the parties that this Agreement alone sets forth the terms and conditions on which the parties have mutually agreed. No oral statements, representations or prior written matter relating to the subject matter herein, but not contained herein, shall have any force or effect.

8. Modification. No modification of this Agreement shall be valid or binding unless such modification is in writing and duly executed by both the Developer and the County, or their respective successors or assigns.

9. Binding Effect. This Agreement shall be binding upon the respective successors, administrators, executors, heirs, and assigns of the parties hereto.

10. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which, together, shall constitute one and same instrument.

11. Authority. This Agreement is entered into pursuant to Chapter 23, Articles III (Division 5) and VIII of the Hernando County Code. The County is authorized to execute this Agreement in accordance with Florida law including, but not limited to, Chapter 125, Fla. Stat.

12. Governing Law; Disputes. This Agreement shall be interpreted and construed in accordance with the laws of Florida law including the Hernando County Code of Ordinances. Any dispute to this Agreement shall be litigated in civil court in Hernando County, Florida. Each party shall be responsible for its own costs and attorneys fees in the event of any dispute, claim, action or appeal.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 14th day of June, 2005.

ATTEST:

OPTIMA DHM CORPORATION

_____ By:_____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

Nina A. Martyniuk, Deputy Clerk By:_____

KAREN NICOLAI
CLERK OF CIRCUIT COURT

ROBERT C. SCHENCK
CHAIRMAN

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

6/14/05

Assistant County Attorney

6/8/05

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 14th day of June, 2005.

ATTEST:

OPTIMA DHM CORPORATION

By: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

Jan D. Martinez, Deputy Clerk

By: _____

KAREN NICOLAI
CLERK OF CIRCUIT COURT

ROBERT C. SCHENCK
CHAIRMAN

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

6/14/05

Assistant County Attorney

6/8/05

HERNANDO COUNTY
THRASHER ROAD EXTENSIONS

THRASHER RD LINK AND RESPONSIBLE PARTY

- DEVELOPER ROW, COUNTY PAVING
- DEVELOPER ROW AND PAVING
- EXISTING THRASHER RD COUNTY ROW/PAVING

N

Prepared by the Hernando County Planning Department

1:43,633

Hernando County Geographic Information System (GIS)
Standard Legal Disclaimer

"The information in this database or as represented across a digital or hard copy thereof is compiled and/or generated for Internal County purposes. It is not necessarily official, and may or may not reflect the most current changes. Accordingly, use of this information is at the user's own risk, and Hernando County hereby disclaims any liability for claims, damages, injury, or loss of any kind based upon use of or reliance upon the information herein for any purpose whatsoever."

CONSENT AGENDA MEMORANDUM

TO: Honorable Chairman and Members of the Board of County Commissioners

DATE: April 5, 2007

VIA: Gary Kuhl
County Administrator

SUBJECT: Thrasher Road--- Clarification amendment to existing agreement

FROM: Kent L. Weissinger
Assistant County Attorney

BRIEF OVERVIEW:

In 2005, the Board approved an agreement formalizing the commitment of Optima DHM (Developer) to fulfill certain Seville master plan approval conditions regarding the Thrasher Road extension. Since then the Developer has sold a portion of the property, and the agreement as approved contained a provision that would have required the Developer to pave a portion of the road well in advance of either development of its remaining property and without any coordination with County improvement of the remainder of the road. With staff input and approval, an amendment has been prepared under which the Developer's obligation to improve the road is based upon and coordinated with County improvement of that portion of the road which is a County responsibility. When the County begins work on the road, the Developer is obligated to improve his portion of the road to the same standards (either limerock or paving). Remaining terms of the original agreement regarding provision of right-of-way are unaffected.

LEGAL AUTHORITY:
Pursuant to s. 125.01, Florida Statutes.

BUDGET IMPACT:
N/A

RECOMMENDATION:
That the Board approve the proposed amendment to the existing Agreement between the Seville Developer and the County with respect to Developer obligations to improve Thrasher Road pursuant to conditions imposed on Master Plan amendment, and authorize the Chair to execute the Agreement.

ADMINISTRATIVE NOTE:

Attachment
cc: Larry Jennings
Charles Mixson
Ron Pianta

AGENDA ITEM H.

FIRST AMENDMENT
TO
AGREEMENT OF JUNE 14, 2005

THIS FIRST AMENDMENT is made and entered into on the ____ day of _____, 2006, by and between OPTIMA DHM CORPORATION (the "DEVELOPER") and HERNANDO COUNTY, a subdivision of the State of Florida (the "COUNTY") regarding Condition 17 of the COUNTY's approval of the Seville Master Plan. The parties state:

RECITALS

WHEREAS, since the execution of the Agreement, dated June 14, 2005, the DEVELOPER has sold parts of the Seville property to third parties who are proceeding with the development of the property, pursuant to the approved Master Plan; and

WHEREAS, construction has been initiated and permit applications have been filed; and

WHEREAS, the COUNTY and DEVELOPER has reconsidered when Thrasher Road needs to be extended to U.S. 98 and agree that provision 4.e. of the Agreement, dated June 14, 2005 needs to be amended.

NOW, THEREFORE, in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration in hand paid by the parties hereto each to the other, simultaneously with the execution and delivery of these presents, and in consideration of the mutual understandings and agreements hereinafter set forth and contained, the parties agree as follows:

1. Recitals. The above Recitals are incorporated herein by reference and made a part hereof.

2. Amendment. Provision 4.e. is deleted in its entirety and replaced with the following:

"e. To commence the hard-surfacing (limerock and/or pavement) of that portion of Thrasher Road ~~lying east~~ as extended to the east and northeast of the Suncoast Parkway no later than when vertical construction commences on that portion of the project referred to as Eastern Seville or when the County hard-surfaces Thrasher Road from U.S. 19 through the Suncoast Parkway, whichever occurs first. If this obligation is triggered by vertical construction on Eastern Seville, the subject portion of Thrasher Road shall be paved to County standards by the Developer. If this obligation is triggered by County hard-surfacing, the Developer's work hereunder with respect to limerocking versus paving must

match or exceed the nature of the County's construction, provided however that at such time as the County paves Thrasher Road from U.S. 19 through the Suncoast Parkway, Developer shall be responsible for matching or exceeding the nature of the County's construction within ninety (90) days of completion of the County's construction with respect to that portion of Thrasher Road as extended to the east and northeast of the Suncoast Parkway. Any work by the Developer hereunder shall be pursuant to right-of-way permitting through the affected County agency."

This FIRST AMENDMENT is entered into as of the day and year first written above and is executed in at least two original copies, one of which is to be delivered to the DEVELOPER and one to the COUNTY CLERK for filing in the official records.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this ___ day of _____, 2006.

ATTEST:

OPTIMA DHM CORPORATION

_____ By: _____

Witness

ATTEST

BOARD OF COUNTY COMMISSIONERS

OF HERNANDO COUNTY, FLORIDA

_____ By: _____

KAREN NICOLAI
CLERK OF CIRCUIT COURT

CHAIRPERSON

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

KW 4/18/07

Assistant County Attorney

#1894392v1

FIRST AMENDMENT
TO
AGREEMENT OF JUNE 14, 2005

THIS FIRST AMENDMENT is made and entered into on the _2___ day of ____April_____, 2007, by and between OPTIMA DHM CORPORATION (the "DEVELOPER") and HERNANDO COUNTY, a subdivision of the State of Florida (the "COUNTY") regarding Condition 17 of the COUNTY's approval of the Seville Master Plan. The parties state:

RECITALS

WHEREAS, since the execution of the Agreement, dated June 14, 2005, the DEVELOPER has sold parts of the Seville property to third parties who are proceeding with the development of the property, pursuant to the approved Master Plan; and

WHEREAS, construction has been initiated and permit applications have been filed; and

WHEREAS, the COUNTY and DEVELOPER has reconsidered when Thrasher Road needs to be extended to U.S. 98 and agree that provision 4.e. of the Agreement, dated June 14, 2005 needs to be amended.

NOW, THEREFORE, in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration in hand paid by the parties hereto each

to the other, simultaneously with the execution and delivery of these presents, and in consideration of the mutual understandings and agreements hereinafter set forth and contained, the parties agree as follows:

1. Recitals. The above Recitals are incorporated herein by reference and made a part hereof.

2. Amendment. Provision 4.e. is deleted in its entirety and replaced with the following:

"e. To commence the hard-surfacing (limerock and/or pavement) of that portion of Thrasher Road lying east of the Suncoast Parkway no later than when vertical construction commences on that portion of the project referred to as Eastern Seville or when the County hard-surfaces Thrasher Road from U.S. 19 through the Suncoast Parkway, whichever occurs first. If this obligation is triggered by County hard-surfacing, the Developer's work hereunder with respect to limerocking versus paving must match or exceed the nature of the County's construction. Any work by the Developer hereunder shall be pursuant to right-of-way permitting through the affected County agency."

This FIRST AMENDMENT is entered into as of the day and year first written above and is executed in at least two original copies, one of which is to be delivered to the DEVELOPER and one to the COUNTY CLERK for filing in the official records.

to the other, simultaneously with the execution and delivery of these presents, and in consideration of the mutual understandings and agreements hereinafter set forth and contained, the parties agree as follows:

1. Recitals. The above Recitals are incorporated herein by reference and made a part hereof.

2. Amendment. Provision 4.e. is deleted in its entirety and replaced with the following:

"e. To commence the hard-surfacing (limerock and/or pavement) of that portion of Thrasher Road lying east of the Suncoast Parkway no later than when vertical construction commences on that portion of the project referred to as Eastern Seville or when the County hard-surfaces Thrasher Road from U.S. 19 through the Suncoast Parkway, whichever occurs first. If this obligation is triggered by County hard-surfacing, the Developer's work hereunder with respect to limerocking versus paving must match or exceed the nature of the County's construction. Any work by the Developer hereunder shall be pursuant to right-of-way permitting through the affected County agency."

This FIRST AMENDMENT is entered into as of the day and year first written above and is executed in at least two original copies, one of which is to be delivered to the DEVELOPER and one to the COUNTY CLERK for filing in the official records.

FIRST AMENDMENT
TO
AGREEMENT OF JUNE 14, 2005

THIS FIRST AMENDMENT is made and entered into on the _2___ day of ____April_____, 2007, by and between OPTIMA DHM CORPORATION (the "DEVELOPER") and HERNANDO COUNTY, a subdivision of the State of Florida (the "COUNTY") regarding Condition 17 of the COUNTY's approval of the Seville Master Plan. The parties state:

RECITALS

WHEREAS, since the execution of the Agreement, dated June 14, 2005, the DEVELOPER has sold parts of the Seville property to third parties who are proceeding with the development of the property, pursuant to the approved Master Plan; and

WHEREAS, construction has been initiated and permit applications have been filed; and

WHEREAS, the COUNTY and DEVELOPER has reconsidered when Thrasher Road needs to be extended to U.S. 98 and agree that provision 4.e. of the Agreement, dated June 14, 2005 needs to be amended.

NOW, THEREFORE, in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration in hand paid by the parties hereto each

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this ___ day of _____, 2007.

ATTEST:

OPTIMA DHM CORPORATION

Witness

By: _____

JUDI SAKER
Printed Name of Witness

Witness

JAMES COCCHI
Printed Name of Witness

ATTEST

BOARD OF COUNTY COMMISSIONERS
OF HERNANDO COUNTY, FLORIDA

_____
KAREN NICOLAI
CLERK OF CIRCUIT COURT

By: _____
CHAIRPERSON

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

KW 4/5/07
Assistant County Attorney

1938697v1 - Seville First Amendment To Agreement Of June 14 2005

AGENDA MEMORANDUM

TO: Honorable Chairman and Members of the Board of County Commissioners

DATE: April 12, 2005

VIA: Gary Adams
County Administrator

SUBJECT: Thrasher Road--- Agreement with Developer for Right-of-Way, Limerocking, and Paving

FROM: Kent L. Weissinger
Assistant County Attorney

BRIEF OVERVIEW:

As part of conditions imposed on an amendment to Master Plan approval for Seville, the Developer was required to provide certain rights-of-way and to assume certain obligations for improvements to an extended Thrasher Road, which would eventually serve as a collector roadway between U.S. 19 and U.S. 98 in northwest Hernando County. As part of a series of related transactions, the Developer and County staff have agreed on the form of a Developer commitment to fulfill the conditions regarding the Thrasher Road extension, and a contract between the County and the Developer is attached.

Under the proposed Agreement, the Developer will provide right-of-way not already owned by the County along a defined route from the current eastern terminus of Thrasher Road east, then north and under the Suncoast Parkway at an existing overpass through the Eastern Seville development to U.S. 19 at a point consistent with the entrance to World Woods. A small portion of County property at the Northwest Solid Waste Management Facility may be required for the road, and the Agreement calls for the Developer to restore and improve affected portions of the facility and its infrastructure per Utilities Department needs, and to further provide cash or land in a reasonably equivalent value to make the County whole. The Agreement also calls for limerocking the extension when any Seville development begins and to pave the extension when vertical development begins at Eastern Seville.

Planning and Public Works staff have been involved in negotiating the Agreement and believe the proposed contract is consistent with the zoning conditions.

"MINUTES OF"
JUN 14 2005
CONSENT AGENDA ITEM 14.

LEGAL AUTHORITY:
Pursuant to s. 125.01, Florida Statutes, and County Subdivision Regulations and the Zoning Ordinance.

BUDGET IMPACT:
Under the Agreement terms, there should be no budget impact to the County.

RECOMMENDATION:
That the Board approve the proposed Agreement between the Seville Developer and the County with respect to the extension of Thrasher Road pursuant to conditions imposed on Master Plan amendment and authorize the Chair to execute the Agreement.

ADMINISTRATIVE NOTE:

cc: Larry Jennings
Charles Mixson

CONSENT AGENDA #14—THRASHER ROAD AGREEMENT

A final revision to this document...revised Friday per Developer request in apparent compliance with zoning conditions for Seville Master Plan approval. Per Planning, the revised Agreement was not in literal compliance with conditions and was revised yesterday.

First revision, removing Developer responsibility for limerocking as exceeding zoning condition, but limiting responsibility for paving road through Eastern Seville until development begins in Eastern Seville:

e. To commence the paving of that portion of Thrasher Road lying east of the Suncoast Parkway no later than when vertical construction commences on that portion of the project referred to as Eastern Seville or when the County paves Thrasher Road from U.S. 19 through the Suncoast Parkway, whichever occurs first. Provided, however, in no event shall the Developer be required to commence said paving until the County has given written authorization for paving all County owned right-of-way.

Final revision, to provide for paving road through Eastern Seville on any development in the Seville project, western or eastern:

e. To commence the paving of that portion of Thrasher Road lying east of the Suncoast Parkway no later than when vertical construction commences on any portion of the Seville project or when the County paves Thrasher Road from U.S. 19 through the Suncoast Parkway, whichever occurs first. Provided, however, in no event shall the Developer be required to commence said paving until the County has given written authorization for paving all County owned right-of-way.

"MINUTES OF"
JUN 14 2005

Consent #14

R County Attorneys Office

Doc# 2005055472
Hernando County, Florida
06/28/2005 4:03PM
KAREN NICOLAI, Clerk
OFFICIAL RECORDS
BK: 2051 PG: 1482

AGREEMENT

THIS AGREEMENT is made and entered into on the 14th day of June 2005, by and between OPTIMA DHM CORPORATION (the "Developer") and Hernando County, a subdivision of the State of Florida (the "County") regarding Condition 17 of the County's approval of the Seville Master Plan. The parties state:

Recitals

WHEREAS, on August 7, 2002, Hernando County approved revisions to the Seville Master Plan (Planning File Number H-02-05) which includes approximately 1,352 acres of land lying in Section 12, Township 21 South, Range 17 East and Sections 3, 4, 5, 7, 8, 9, 10 and 16, Township 21 South, Range 18 East, Hernando County, Florida, and more fully described in Exhibit "A" attached hereto and made a part hereof (hereinafter the "Subject Property"); and,

WHEREAS, on July 8, 2002, the Hernando County Planning and Zoning Commission heard the aforesaid rezoning application and voted 4-1 to approve the petitioner's request subject to conditions; and,

WHEREAS, one of the conditions for approval was that Developer and the County enter into an agreement as to certain improvements to be made to Thrasher Road by the Developer; and,

WHEREAS, the Developer intends to construct a development on the Subject Property; and,

WHEREAS, the Amended and Restated Water and Sewer Agreement in effect between Developer and the County Water and Sewer District as of the date of this Agreement depends in part upon the right-of-way and improvements provided for herein, based on the separate Memorandum of Agreement between the County and the Florida Turnpike Enterprise; and,

WHEREAS, the County desires to see such improvements and commitments from the Developer as will facilitate the flow of traffic in and adjacent to the development on the Subject Property, particularly with respect to extending Thrasher Road to U.S. 98; and,

WHEREAS, the Developer is willing to commit herein to the improvements, projects and donations set forth herein with respect to the Subject Property in return for being authorized to proceed with the development as approved.

NOW, THEREFORE, in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration in hand paid by the parties hereto each to the other, simultaneously with the execution and delivery of these presents, and in consideration of the mutual understandings and agreements hereinafter set forth and contained, the parties agree as follows:

1. Recitals. The above Recitals are incorporated herein by reference and made a part hereof.

Note: This document was presented for Recording containing SOME ENTRIES THAT ARE OF POOR QUALITY AND MAY NOT BE LEGIBLE.

2. Effective Date and Duration. This Agreement shall take effect upon the date executed by the last party hereto (the "Effective Date"). This Agreement shall terminate upon the build-out of the Subject Property, the fulfillment of all obligations hereunder, or by operation of applicable law, whichever occurs last.

3. Consistency with Comprehensive Plan and Land Development Regulations. The parties find and agree that the development uses permitted on the Subject Property as described in Resolution #2002-190 approving rezoning of the subject property are consistent with Hernando County's adopted Comprehensive Plan and land development regulations.

4. Thrasher Road Extension. As provided in Condition 17 of the County's approval of the Master Plan, the Developer agrees as follows:

a. To provide a minimum of eighty (80) feet of right-of-way so that Thrasher Road can be extended from its current eastern terminus where it terminates at Downy Woodpecker Road to U.S. 98, except the Developer is not required to provide the right-of-way where the right-of-way is owned by the Florida Department of Transportation. In areas where the County owns a right-of-way along the route specified in paragraph b. herein, Developer shall be responsible for acquisition or reimbursement of the cost of County acquisition to increase any existing right-of-way from its current width to eighty (80) feet. Cost of acquisition shall include all compensation awarded in any eminent domain acquisition, including court costs, expert witness costs, and attorneys' fees.

b. The route of the Thrasher Road extension generally shall be the following described route: (1) Thrasher Road shall be extended easterly through Block 721 of Royal Highlands Unit No. 8 across the two hundred ninety-five foot wide Progress Energy right-of-way and through Block 732 of Royal Highlands Unit No. 8 to Courlan Road; (2) go north on Courlan Road to the north boundary of Section 15, Township 21 South, Range 18 East and the north boundary of Royal Highlands Unit No. 8; (3) go northeasterly across the Florida Department of Transportation property to the westerly right-of-way of the Suncoast Parkway; (4) go across the Suncoast Parkway right-of-way to the easterly right-of-way of the Suncoast Parkway; and (5) proceed along the route shown on Exhibit B until the road intersects U.S. 98 right-of-way.

Those portions of the Thrasher Road extension described in (1), (2), (3), and (4) are owned either by Hernando County or the Florida Department of Transportation. A portion of (5) is also owned by Hernando County.

c. To the extent the route described in (5) above requires the use of any County property, the Developer shall: (1) reconstruct the landfill perimeter limerock road and establish a gated access between the perimeter road and the new road; (2) reconstruct a small portion of the back access limerock road; (3) replace the lost drainage retention as part of the design of the new road: (4) establish a fifty (50) foot natural buffer along the south side of the eastern Seville parcel and adjacent to the north property line of the landfill, using existing vegetation to the extent feasible; and (5) compensate the County with either cash or property of reasonably acceptable equivalent value.

d. The route described in (5) above may be changed with the written approval of both parties. If there is to be a change in the route of the Thrasher Road extension, the change must be agreed upon prior to the commencement of construction of that portion of the project referred to as Eastern Seville.

e. To commence the paving of that portion of Thrasher Road lying east of the Suncoast Parkway no later than when vertical construction commences on any portion of the Seville project or when the County paves Thrasher Road from U.S. 19 through the Suncoast Parkway, whichever occurs first. Provided, however, in no event shall the Developer be required to commence said paving until the County has given written authorization for paving all County owned right-of-way.

5. Compliance with Applicable Laws and Regulations. The failure of this Agreement to address a particular permit, condition, term or restriction shall not relieve the Developer of the necessity of complying with the law governing said permitting requirements, conditions, terms or restrictions.

6. Force Majeure. The parties agree that failure or delay of the County or Developer in performing any of the terms of this Agreement shall be excused if and to the extent the failure or delay is caused by any acts of God, wars, fires, strikes, floods, weather, or any law, ordinance, rule or regulation beyond the control of the County or the Developer.

7. Entire Agreement. This Agreement contains the entire Agreement of the parties as it is the specific intent of the parties that this Agreement alone sets forth the terms and conditions on which the parties have mutually agreed. No oral statements, representations or prior written matter relating to the subject matter herein, but not contained herein, shall have any force or effect.

8. Modification. No modification of this Agreement shall be valid or binding unless such modification is in writing and duly executed by both the Developer and the County, or their respective successors or assigns.

9. Binding Effect. This Agreement shall be binding upon the respective successors, administrators, executors, heirs, and assigns of the parties hereto.

10. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which, together, shall constitute one and same instrument.

11. Authority. This Agreement is entered into pursuant to Chapter 23, Articles III (Division 5) and VIII of the Hernando County Code. The County is authorized to execute this Agreement in accordance with Florida law including, but not limited to, Chapter 125, Fla. Stat.

12. Governing Law; Disputes. This Agreement shall be interpreted and construed in accordance with the laws of Florida law including the Hernando County Code of Ordinances. Any dispute to this Agreement shall be litigated in civil court in Hernando County, Florida. Each party shall be responsible for its own costs and attorneys fees in the event of any dispute, claim, action or appeal.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 14th day of June, 2005.

ATTEST:

OPTIMA DHM CORPORATION

_____ By:_____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

Tina D. Martignon, Deputy Clerk
KAREN NICOLAI
CLERK OF CIRCUIT COURT

By: Robert C. Schenck
ROBERT C. SCHENCK
CHAIRMAN

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

6/14/05
Assistant County Attorney

6/8/05

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 14th day of June, 2005.

ATTEST:

Jude Baker

OPTIMA DHM CORPORATION

By: [signature]

ATTEST:

Deputy Clerk

KAREN NICOLAI
CLERK OF CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

By: [signature]

ROBERT C. SCHENCK
CHAIRMAN

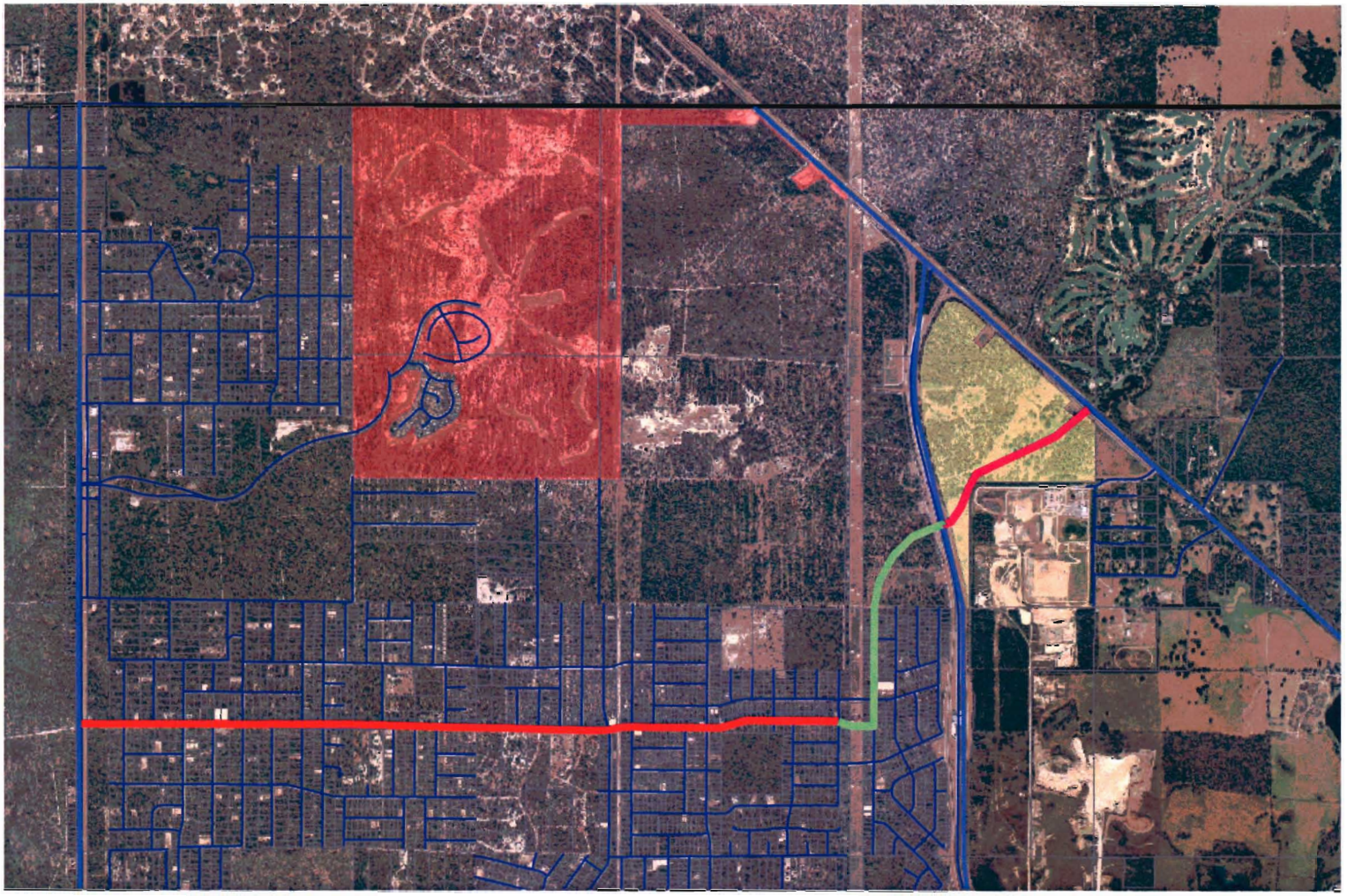
APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

6/14/05

Assistant County Attorney

6/8/05

HERNANDO COUNTY
THRASHER ROAD EXTENSIONS



THRASHER RD LINK AND RESPONSIBLE PARTY

- DEVELOPER ROW, COUNTY PAVING
- DEVELOPER ROW AND PAVING
- EXISTING THRASHER RD COUNTY ROW/PAVING

N

Hernando County Geographic Information System (GIS):
Standard Legal Disclaimer

"The information in this database or as provided upon a digital or hard copy thereof is compiled and/or generated for internal County purposes, is not necessarily official, and may or may not reflect the most recent changes. Accordingly, use of this information is at the user's own risk, and Hernando County hereby disclaims any liability for claims, damages, injury or loss of any kind based upon use of or reliance upon the information herein for any purpose whatsoever."

Prepared by the Hernando County Planning Department

1:43,633

R131

OFFICIAL RECORDS
BK: 2728 PG: 451

2010015385
TRACEY 2728/451

LT1-2-2010015385-1

LT2-2728-451-2

R-131 R 2,

FIRST AMENDMENT TO AGREEMENT OF JUNE 14, 2005

THIS FIRST AMENDMENT is made and entered into on the 14 day of June, 2007, by and between OPTIMA DHM CORPORATION (the "DEVELOPER") and HERNANDO COUNTY, a subdivision of the State of Florida (the "COUNTY") regarding Condition 17 of the COUNTY's approval of the Seville Master Plan. The parties state:

RECITALS

WHEREAS, since the execution of the Agreement, dated June 14, 2005, the DEVELOPER has sold parts of the Seville property to third parties who are proceeding with the development of the property, pursuant to the approved Master Plan; and

WHEREAS, construction has been initiated and permit applications have been filed; and

WHEREAS, the COUNTY and DEVELOPER has reconsidered when Thrasher Road needs to be extended to U.S. 98 and agree that provision 4.e. of the Agreement, dated June 14, 2005 needs to be amended.

NOW, THEREFORE, in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration in hand paid by the parties hereto each to the other, simultaneously with the execution and delivery of these presents, and in consideration of the mutual understandings and agreements hereinafter set forth and contained, the parties agree as follows:

1. Recitals. The above Recitals are incorporated herein by reference and made a part hereof.

2. Amendment. Provision 4.e. is deleted in its entirety and replaced with the following:

"e. To commence the hard-surfacing of that portion of Thrasher Road as extended to the east and northeast of the Suncoast Parkway no later than when vertical construction commences on that portion of the project referred to as Eastern Seville or when the County hard-surfaces Thrasher Road from U.S. 19 through the Suncoast Parkway, whichever occurs first. If this obligation is triggered by vertical construction on Eastern Seville, the subject portion of Thrasher Road shall be paved to County standards by the Developer. If this obligation is triggered by County hard-surfacing, the Developer's work hereunder must match or exceed the nature of the County's construction, provided however that at such time as the County paves Thrasher Road from U.S. 19 through the

03/22/2010 11:21AM # Pages 2
Filed & Recorded in Official Records of
HERNANDO COUNTY CLERK OF COURT
KAREN NICOLAI

Suncoast Parkway, Developer shall be responsible for matching or exceeding the nature of the County's construction within ninety (90) days of completion of the County's construction with respect to that portion of Thrasher Road as extended to the east and northeast of the Suncoast Parkway. Any work by the Developer hereunder shall be pursuant to right-of-way permitting through the affected County agency."

This FIRST AMENDMENT is entered into as of the day and year first written above and is executed in at least two original copies, one of which is to be delivered to the DEVELOPER and one to the COUNTY CLERK for filing in the official records.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 14 day of June, 2007.

ATTEST:

OPTIMA DHM CORPORATION

Witness

By: _____

ATTEST

BOARD OF COUNTY COMMISSIONERS
OF HERNANDO COUNTY, FLORIDA

Judy A. Kraus, Deputy

KAREN NICOLAI
CLERK OF CIRCUIT COURT

By: _____
CHAIRPERSON

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

KW 6/14/07

Assistant County Attorney

April 17, 2007

MEMORANDUM

TO: THE HONORABLE CHAIRMAN AND MEMBERS OF THE BOARD OF COUNTY COMMISSIONERS

VIA: GARY W. KUHL, COUNTY ADMINISTRATOR

FROM: GRANT E. TOLBERT, DEVELOPMENT SERVICES DIRECTOR

SUBJECT: April 24, 2007 PUBLIC HEARING(S) ***REVIEWED BY:*** _____

Brief Overview:	The Development Department received the following variance request(s) to be heard by the BCC at the April 24, 2007 meeting. All public notice requirements have been met.
Budget Impact:	A matter of policy.
Legal Note:	See attached legal memorandum.
Recommended Action:	See specific case listed below and attached staff reports.
Administrative Note:	_____Reviewed ___X___See attached staff report

___X___ ***Issue is a quasi-judicial function of the Board and Exparte procedures apply.***

PETITIONER: William T. and Cheryl Woods **FILE NUMBER:** V-07-17

PURPOSE: Variance to Increase Fence Height in Front Yard

GENERAL LOCATION: South side of Warm Wind Way, approximately 550 feet east of Whisper Ridge Trail

ZONING: PDP-SF

STAFF RECOMMENDATION: That the Board of County Commissioners review the above request and determine if just cause exists to issue the variance.

AGENDA ITEM I 1-4

PETITIONER: Sandra Perez and Angel Orue **FILE NUMBER:** V-06–70

PURPOSE: Variance to Reduce Front Yard Setback for Fence; and to Increase Fence Height and Fence Opacity in the Front Yard

GENERAL LOCATION: Corner of Hawthorne Road and Dorado Street

ZONING: PDP-SF

STAFF RECOMMENDATION: That the Board of County Commissioners review the above request and determine if just cause exists to issue the variance.

PETITIONER: Roger and Tracie Maler **FILE NUMBER:** V-06-71

PURPOSE: Variance to Increase the Distance into a Waterway for a boatlift

GENERAL LOCATION: South side of Gulfwinds Circle, beginning of cul de sac

ZONING: R-1B

STAFF RECOMMENDATION: That the Board of County Commissioners review the above request and

---

PETITIONER: Susan Townsend **FILE NUMBER:** V-07-05

PURPOSE: Variance to Reduce the Side Setback Requirement

GENERAL LOCATION: North side of Sumter Drive, approximately 300 feet east of Ivy Hill Lane

ZONING: R-1B

STAFF RECOMMENDATION: That the Board of County Commissioners review the above request and deny same because the hardship is self imposed and is not emanating from the land.

---

e:\wpdata\judyg\variance\bccagda.wpd

MEMORANDUM
HERNANDO COUNTY, FLORIDA

TO:	The Honorable Chairman and Members of the Board of County Commissioners	DATE:	April 11, 2007
FROM:	Development Department	SUBJECT:	Variances

This Board has the authority to authorize a variance from the terms of the ordinance that will not be contrary to the public interest when, due to special conditions, a literal enforcement of the provisions of the ordinance would result in unnecessary and undue hardship. In order to authorize any variance from the terms of the ordinance, the governing body shall consider:

(a) That special conditions and circumstances exist which are peculiar to the land, structure or building involved and which are not applicable to other lands, structures or buildings in the same zoning district;

(b) That the special conditions and circumstances do not result from the actions of the applicant;

(c) That granting the variance requested will not confer on the applicant any special privilege that is denied by this ordinance to other lands, buildings or structures in the same zoning district;

(d) That literal interpretation of the provisions of the ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the ordinance and would work unnecessary and undue hardship on the applicant;

(e) That the variance granted is the minimum variance that will make possible the reasonable use of the land, building or structure;

(f) That the granting of the variance will be in harmony with the general intent and purpose of the land development regulations and that such variance will not be injurious to the area involved or otherwise detrimental to the public welfare.

STAFF REPORT
BCC Date: April 24, 2007

PETITIONER: Michael T. and Cheryl Woods

FILE NUMBER: V-07-17

PURPOSE: Variance to Increase Fence Height in the Front Yard

LOCATION: South side of Warm Wind Way, approximately 550 feet east of Whisper Ridge Trail

CURRENT ZONING: PDP-SF

ORDINANCE STANDARDS

Front yard requirements: Fences in the front yard shall be chain link, split-rail, picket or of similar construction such that at least twenty-five (25) percent of the fence area is open and unobstructed when viewed at a right angle to the fence line.

Letters received: 0

STAFF FINDINGS:

SURROUNDING ZONING		SURROUNDING LAND USE	
North:	PDP/SF	North:	Vacant
South:	PDP/SF	South:	Residential
East:	PDP/SF	East:	Vacant
West:	PDP/SF	West:	Vacant

1. The petitioner is requesting a variance to allow five foot high ornamental aluminum fencing in the front yard of her home located in Phase #5 of Woodland Waters subdivision.

2. The subject parcel is pie shaped and located on a curve in the front. The front lot line is approximately 180' long. The petitioner's contractor has stated that a 5' fence would provide greater flexibility in trying to match the grade of the property and would avoid the stair step look. He stated that this would be a more aesthetically pleasing view for the neighbors and community.

3. The petitioner is also proposing to install a decorative gate along her driveway. The drawing submitted show that they will meet the clear site triangle requirements.

4. Hernando County Code of Ordinances Chapter 8, Section 8-210.18 (Variances) states that a variance may be granted from the terms and provisions of the ordinance for just cause. (Hardship need not be proven.)

STAFF RECOMMENDATION: That the Board of County Commissioners review the above and determine if just cause exists to issue the requested variance.

AGENDA ITEM I 1

VARIANCE APPEAL

APPLICATION FOR PUBLIC HEARING BY HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS

This application must be completed and returned, with all exhibits and other items listed on page 1 of the instruction sheet, to this office before advertisement may be made for a public hearing. Bear in mind that the variance requested must be justified and the mere filing of the application or appearance at the public hearing does not assure approval of said application. The applicant is required to appear in person or by agent at the public hearing.

Are any other applications pending? (rezoning, conditional use, special exception, vacation of right-of-way, etc.) ☐Yes☐No

If yes, please indicate type of application _____

DATE 3-29-07

1. Name of applicant (print) William T. and Cheryl Woods

   Mailing Address 1115 Warm Wind Way

   City Weeki Wachee State FL Zip 34613 Phone 352-650-4998

2. Legal description of property covered by this application Woodland Waters Phase 5 Lot 55

   Section _____ Township _____ Range _____

3. Size of property covered by this application _____

4. Highway and street boundaries _____

5. Zoning district classification a/PDP

6. Variance being requested 5' fence around the entire property

The undersigned understands this application and all other applicable items listed on page 1 of the instruction sheet must be submitted completely and accurately before a hearing can be advertised.

SIGNATURE _____

E:\WPDATA\JUDY\GI\VARIANCEAPP.WPD

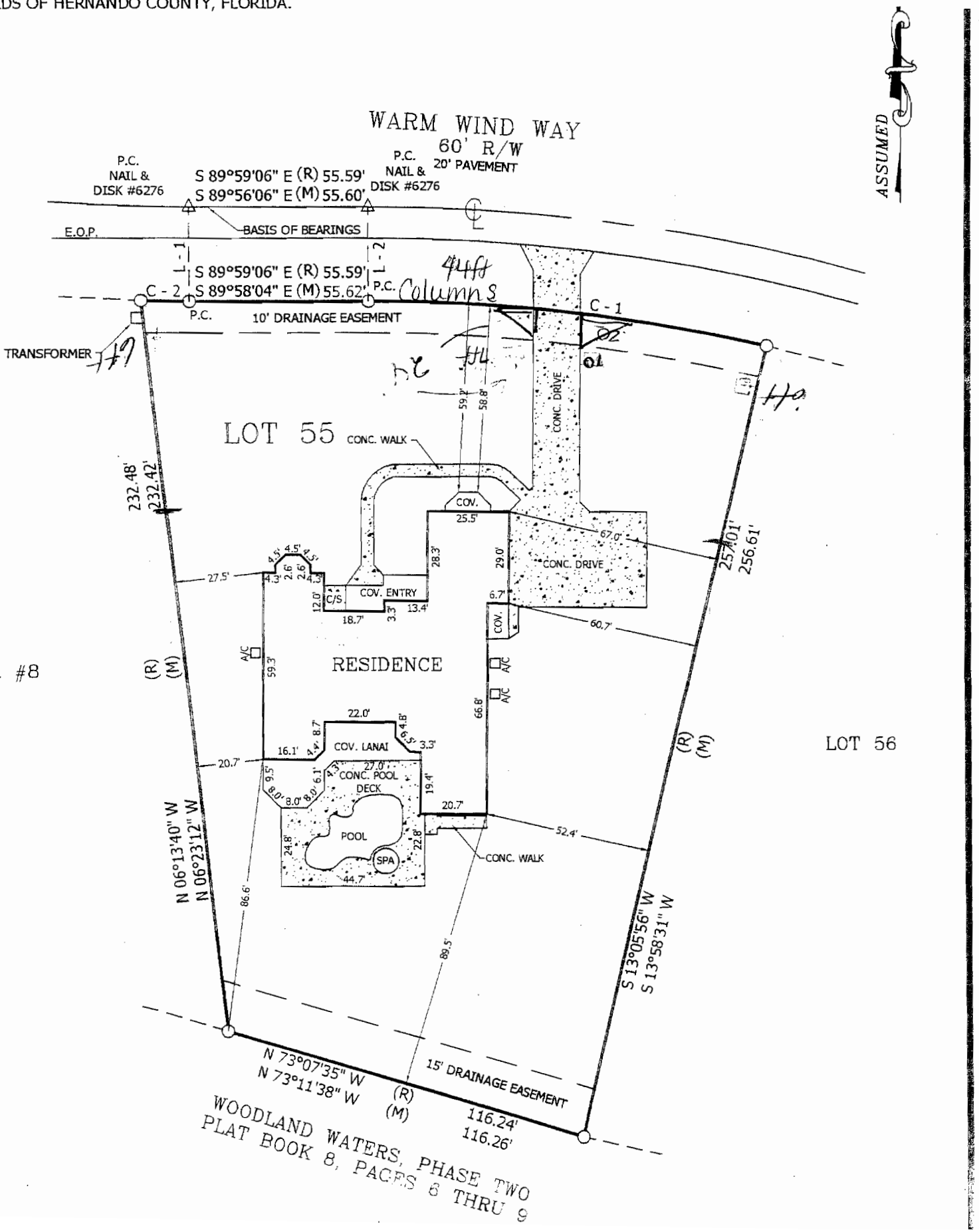
To: The Board of County Commissioners and other intersted parties

We the property owners of 11118 Warm Wind Way are requesting a fence variance from a 4 ft fence to a 5 ft fence. The property listed above consist of consist of steeply-graded property lines which at the time of installation will create a difference in the height of the fence and the installers ability to keep the fence level at all four corners of the property. (see diagram A)

The sole purpose of this fence is to secure our property while we are working abroad (Japan) 6-8 months a year.

Sincerely,
William T. Woods
Cheryl Woods

E FIVE", AS RECORDED IN PLAT BOOK 35,
RECORDS OF HERNANDO COUNTY, FLORIDA.



Homeowners Association of
Woodland Waters, Inc.
10246 Woodland Waters Boulevard • Weeki Wachee, Florida 34613

January 29, 2007

William and Cheryl Woods
11118 Warm Wind Way.
Weeki Wachee, FL 34613

RE: Deed Restriction Request for Variance on Fencing

Dear Mr. and Mrs. Woods:

This letter will acknowledge our many conversations on this subject and my visit to your home on Tuesday, January 23, 2007.

During my visit, you shared with me your concerns regarding the differing grade levels of the four corners of your property, and the problems it would create with the installation of a 4' fence.

Your fencing contractor advised you that a 5' fence would provide less rigidity and greater flexibility in trying to match the grade of your property. Further, he advised that with a 5' fence, you could avoid having to "stair-step" the steeply-graded side property, creating a more aesthetically pleasing view for your neighbors and the community.

While we all acknowledge the deed restrictions call for a fence no greater than 4', in your situation, we will allow for the installation of a 5' fence.

However, it is to be understood that the only reason we are allowing this variance is because of the extenuating circumstances in this case, which we feel prohibit an aesthetically pleasing 4' fence.

Very truly yours,

Norman W. Hatch, Jr.
Vice President, Homeowners Association of Woodland Waters, Inc.
Telephone: 352-592-5007
e-mail: board@woodlandwaters.org

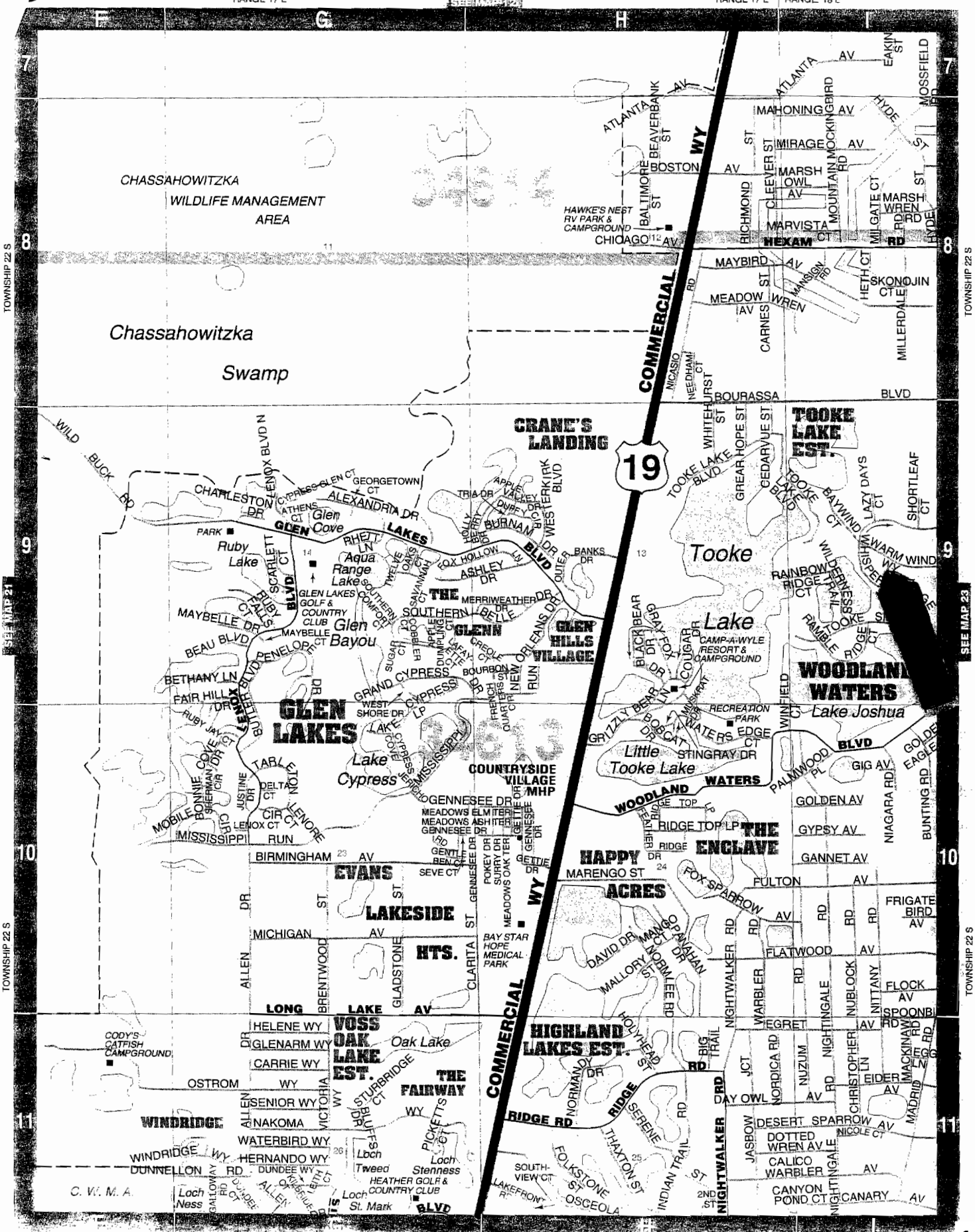
WOODS APO

N Not To Scale

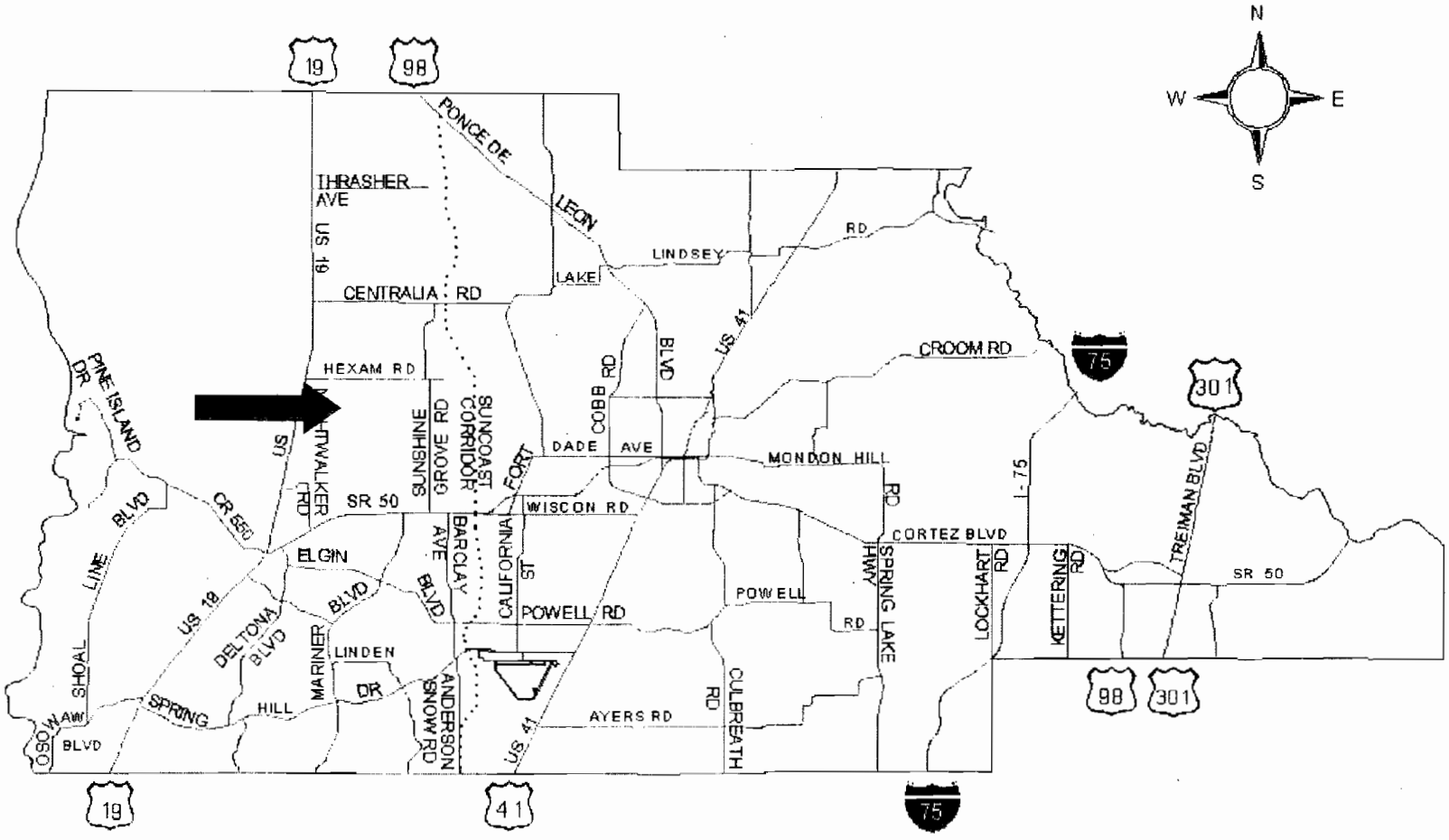
Legend

- SUBJECT PARCEL
- Dashed - Easement
- Dashed - Historic
- Dashed - Subdivision
- PARCEL SEAL
- PARCELS WITHIN 25
- 250FT BUFFER

Alvin R. Mazourek, CFA
This map was prepared by this office to be used as an aid in land parcel location and identification only. All land locations, right-of-way widths, acreages, and utility locations are subject to field survey or other appropriate verification.
Map reflects parcels, and boundaries as they existed on 03-30-07


GLEN LAKES, WOODLAND WATERS, HIGHLAND LAKES
RANGE 17 E
SEE MAP 12
RANGE 17 E
RANGE 18 E
F
G
H
I
7
8
9
10
11
TOWNSHIP 22 S
SEE MAP 21
SEE MAP 23
CHASSAHOWITZKA WILDLIFE MANAGEMENT AREA
Chassahowitzka Swamp
HAWKE'S NEST RV PARK & CAMPGROUND
CHICAGO AV
ATLANTA AV
BEAVERBANK ST
BALTIMORE ST
BOSTON AV
MAHONING AV
MIRAGE AV
MARSH OWL AV
MARSH WREN RD
MARVISTA CT
HEXAM RD
MAYBIRD AV
MEADOW WREN AV
SKONOJIN CT
MILLERDALE
BOURASSA BLVD
COMMERCIAL WY
CRANE'S LANDING
TOOKE LAKE EST.
TOOKE LAKE BLVD
Tooke Lake
Lake Joshua
WOODLAND WATERS
Little Tooke Lake
CAMP-A-WYLE RESORT & CAMPGROUND
RECREATION PARK
WATERS EDGE CT
STINGRAY DR
PALMWOOD PL
GIG AV
GOLDEN AV
GYPSY AV
GANNET AV
FULTON AV
FLATWOOD AV
FRIGATE BIRD AV
SPOONBILL RD
EGRET AV
DAY OWL AV
DESERT SPARROW AV
DOTTED WREN AV
CALICO WARBLER AV
CANARY AV
CANYON POND CT
NIAGARA RD
BUNTING RD
GOLDEN EAGLE
FOX SPARROW
MARENGO ST
HAPPY ACRES
THE ENCLAVE
RIDGE TOP LP
RIDGE DR
HIGHLAND LAKES EST.
RIDGE RD
NORMANDY DR
HOLYHEAD ST
SERENE RD
THAXTON ST
FOLKSTONE ST
OSCEOLA
INDIAN TRAIL
SOUTH-VIEW CT
LAKEFRONT
2ND ST
NIGHTWALKER
NORDICA RD
NUZUM
CHRISTOPHER LN
EIDER AV
MACKINAW RD
MADRID
NICOLE CT
JASBOW
NIGHTINGALE
WARBLER
NUBLOCK
NITTANY
FLOCK
BIG TRAIL
JCT
DAVID DR
MANGO CT
MALLORY ST
NORMEE RD
PALAHAN
WHITEHURST ST
GREAT HOPE ST
CEDARVUE ST
LAZY DAYS CT
SHORTLEAF CT
BAYWIND CT
WARM WIND WY
WILDERNESS TRAIL
RAINBOW RIDGE CT
RAMBLE RIDGE CT
BLACK BEAR DR
GRAY FOX DR
COUGAR DR
BOBCAT DR
GRIZZLY BEAR LN
WINSKIRT DR
WINFIELD
GLEN LAKES
Lake Cypress
COUNTRYSIDE VILLAGE MHP
GLEN HILLS VILLAGE
THE GLENN
SOUTHERN BELLE
MERRIWEATHER DR
GLEN LAKES GOLF & COUNTRY CLUB
Glen Cove
Glen Bayou
Ruby Lake
Aqua Range Lake
GLEN LAKES BLVD
FOX HOLLOW LN
ASHLEY DR
OUTER BANKS DR
WESTERKIRK BLVD
BURNAM DR
TRIA DR
APPLE VALLEY DR
DUFFY DR
HOLLY BERRY DR
CHARLESTON DR
ATHENS CT
ALEXANDRIA DR
GEORGETOWN CT
CYPRESS GLEN CT
LENOX BLVD N
WILD BUCK RD
RHETT LN
SCARLETT CT
RUBY FALLS CT
TWELVE OAKS CT
SAVANNAH CT
SOUTHERN COMFORT CT
MAYBELLE DR
BEAU BLVD
PENELOPE CT
BETHANY LN
FAIR HILL DR
LENOX BLVD
BUTLER DR
RUBY JAY CT
BONNIE COVE DR
SHERMAN CIR
MOBILE CIR
JUSTINE DR
DELTA CT
TARLETON CIR CT
LENORE CT
LENOX CT
MISSISSIPPI RUN
GRAND CYPRESS BLVD
WEST SHORE DR
LP
CYPRESS FERRY CT
MISSISSIPPI
BOURBON ST
FRENCH QUARTERS CT
NEW ORLEANS DR
RUN
DUMPLING CT
SUGAR CT
CREOLE CT
LAFAYETTE CT
GENNESEE DR
MEADOWS ELMTER
MEADOWS ASHTER
GENTILLY RD
BEN CT
SEVE CT
POKEY DR
SURRY DR
MEADOWS OAK TER
GETTIE DR
BIRMINGHAM AV
EVANS
LAKESIDE
HTS.
MICHIGAN AV
ALLEN DR
BRENTWOOD ST
GLADSTONE ST
CLARITA ST
BAY STAR HOPE MEDICAL PARK
LONG LAKE AV
VOSS OAK LAKE EST.
Oak Lake
THE FAIRWAY
STURBRIDGE CT
BLUFFS DR
PICKETTS CT
HELENE WY
GLENARM WY
CARRIE WY
OSTROM WY
SENIOR WY
NAKOMA
WATERBIRD WY
HERNANDO WY
DUNDEE WY
DUNNELLON RD
WINDRIDGE
WINDRIDGE WY
VICTORIA WY
ALLEN WY
CODY'S CATFISH CAMPGROUND
C. W. M. A.
Loch Ness
Loch Tweed
Loch Stenness
Loch St. Mark
HEATHER GOLF & COUNTRY CLUB
BLVD
MAP 22

Hernando County, Florida



PREPARED BY: THE HERNANDO COUNTY PLANNING DEPARTMENT
PREPARED DATE: JUNE 2000

3 0 3 6 Miles

RESOLUTION NUMBER 2007-

WHEREAS, Hernando County has adopted zoning and land development regulations pursuant to Chapter 163 and Section 125.01(1), *Fla. Stat.*,which authorize the County to regulate the use of land in the unincorporated areas of Hernando County, Florida, and take action on the request herein; and,

WHEREAS, the Hernando County Board of County Commissioners (BOCC) conducted a duly advertised public hearing on April 24, 2007 to consider the requested fence variance on the specified parcel(s) in Hernando County, Florida, as more fully described below.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY, FLORIDA AS FOLLOWS:

APPLICANT: William T. and Cheryl Woods **FILE NUMBER:** V-07-17

LEGAL DESCRIPTION: Lot 55 of Woodland Waters Phase 5, as per plat thereof recorded in Plat Book 33, pages 33-35, public records of Hernando County, FL
Parcel ID# R18 222 18 4325 0000 0550 (Key #1494984)

GENERAL LOCATION: South side of Warm Wind Way, approximately 550 feet east of Whisper Ridge Trail

REQUEST: Granting a variance to allow a five foot ornamental fence in the front yard in connection with the subject parcel located in the PDP-SF zone. The representations contained in the owner's variance application are incorporated herein by reference and made a part hereof. For purposes herein, it is presumed that all requisite notice and advertising requirements have been satisfied.

FINDINGS OF FACT: ALL of the facts and conditions set forth in the County's staff memoranda and presented to the BOCC in connection with the public hearing in this matter are incorporated herein by reference and made a material part of this Resolution as integral to the BOCC's action. The BOCC finds that the testimony and record supporting approval of the requested fence variance to be credible and to constitute competent substantial evidence. In further support thereof, the BOCC makes the following specific Findings of Fact:

1. Applicant has demonstrated just cause under § 8-210.18 of the Hernando County Code of Ordinances and the requested fence variance is in conformity with Appendix A, Art. V, § 3(A)(2)(a.b,c,e,f) of the Code.

2. The property owner agrees to and shall furnish, at its expense, access to any utility easement when access is required by any utility provider.

3. The requested fence variance is consistent with the County's adopted Comprehensive Plan and land development regulations, subject to all conditions made a part of the public hearing in this matter and which conditions are incorporated herein by reference.

CONCLUSIONS OF LAW:

The BOCC is authorized to act on this matter pursuant to Chapters 125 and 163, *Fla. Stat.*, and Chapter 8, Division 14 and Appendix A, Art. V, Section 3, Hernando County Code of Ordinances. Accordingly, after public hearing and testimony, being fully advised in the record, and based upon competent substantial evidence, the BOCC makes the following specific conclusions of law:

1. The requested fence variance is consistent with the County's adopted Comprehensive Plan and land development regulations, subject to all conditions made a part of the public hearing in this matter and which conditions are incorporated herein by reference.

2. The fence variance, as granted herein, shall run with the land.

ACTION:

After notice and public hearing, based upon the record in this matter and **ALL** of the findings of fact and conclusions of law above, the BOCC hereby APPROVES the requested fence variance to allow a five foot ornamental fence in the front yard in connection with the subject parcel located in a PDP-SF zone, and subject to all afore-referenced conditions.

ADOPTED IN REGULAR SESSION THE 24th DAY OF APRIL, 2007

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

Attest:_____
KAREN NICOLAI
CLERK

By:_____
JEFF STABINS
CHAIRPERSON

(SEAL)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY _____
County Attorney's Office

STAFF REPORT
BCC Date: April 24, 2007

PETITIONER: ~~Michael~~ William T. and Cheryl Woods

FILE NUMBER: V-07-17

PURPOSE: Variance to Increase Fence Height in the Front Yard

LOCATION: South side of Warm Wind Way, approximately 550 feet east of Whisper Ridge Trail

CURRENT ZONING: PDP-SF

ORDINANCE STANDARDS

Front yard requirements: Fences in the front yard shall be chain link, split-rail, picket or of similar construction such that at least twenty-five (25) percent of the fence area is open and unobstructed when viewed at a right angle to the fence line.

Letters received: 0

STAFF FINDINGS:

SURROUNDING ZONING		SURROUNDING LAND USE	
North:	PDP/SF	North:	Vacant
South:	PDP/SF	South:	Residential
East:	PDP/SF	East:	Vacant
West:	PDP/SF	West:	Vacant

1. The petitioner is requesting a variance to allow five foot high ornamental aluminum fencing in the front yard of her home located in Phase #5 of Woodland Waters subdivision.

2. The subject parcel is pie shaped and located on a curve in the front. The front lot line is approximately 180' long. The petitioner's contractor has stated that a 5' fence would provide greater flexibility in trying to match the grade of the property and would avoid the stair step look. He stated that this would be a more aesthetically pleasing view for the neighbors and community.

3. The petitioner is also proposing to install a decorative gate along her driveway. The drawing submitted show that they will meet the clear site triangle requirements.

4. Hernando County Code of Ordinances Chapter 8, Section 8-210.18 (Variances) states that a variance may be granted from the terms and provisions of the ordinance for just cause. (Hardship need not be proven.)

STAFF RECOMMENDATION: That the Board of County Commissioners review the above and determine if just cause exists to issue the requested variance.

"MINUTES OF"

APR 2 4 2007

AGENDA ITEM I 1

VARIANCE APPEAL

APPLICATION FOR PUBLIC HEARING BY HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS

This application must be completed and returned, with all exhibits and other items listed on page 1 of the instruction sheet, to this office before advertisement may be made for a public hearing. Bear in mind that the variance requested must be justified and the mere filing of the application or appearance at the public hearing does not assure approval of said application. The applicant is required to appear in person or by agent at the public hearing.

Are any other applications pending? (rezoning, conditional use, special exception, vacation of right-of-way, etc.) ☐Yes☐No

If yes, please indicate type of application _____

DATE 3-29-07

1. Name of applicant (print) William T. and Cheryl Woods

   Mailing Address 1115 Warm Wind Way

   City Weeki Wachee State FL Zip 34613 Phone 352-683-4998

2. Legal description of property covered by this application Woodland Waters Phase 5 Lot 55

   Section _____ Township _____ Range _____

3. Size of property covered by this application _____

4. Highway and street boundaries _____

5. Zoning district classification PDP

6. Variance being requested 5' fence around the entire property

The undersigned understands this application and all other applicable items listed on page 1 of the instruction sheet must be submitted completely and accurately before a hearing can be advertised.

SIGNATURE [signature]

E:\WPDATA\RUTH\GWARIANCE.APP WP

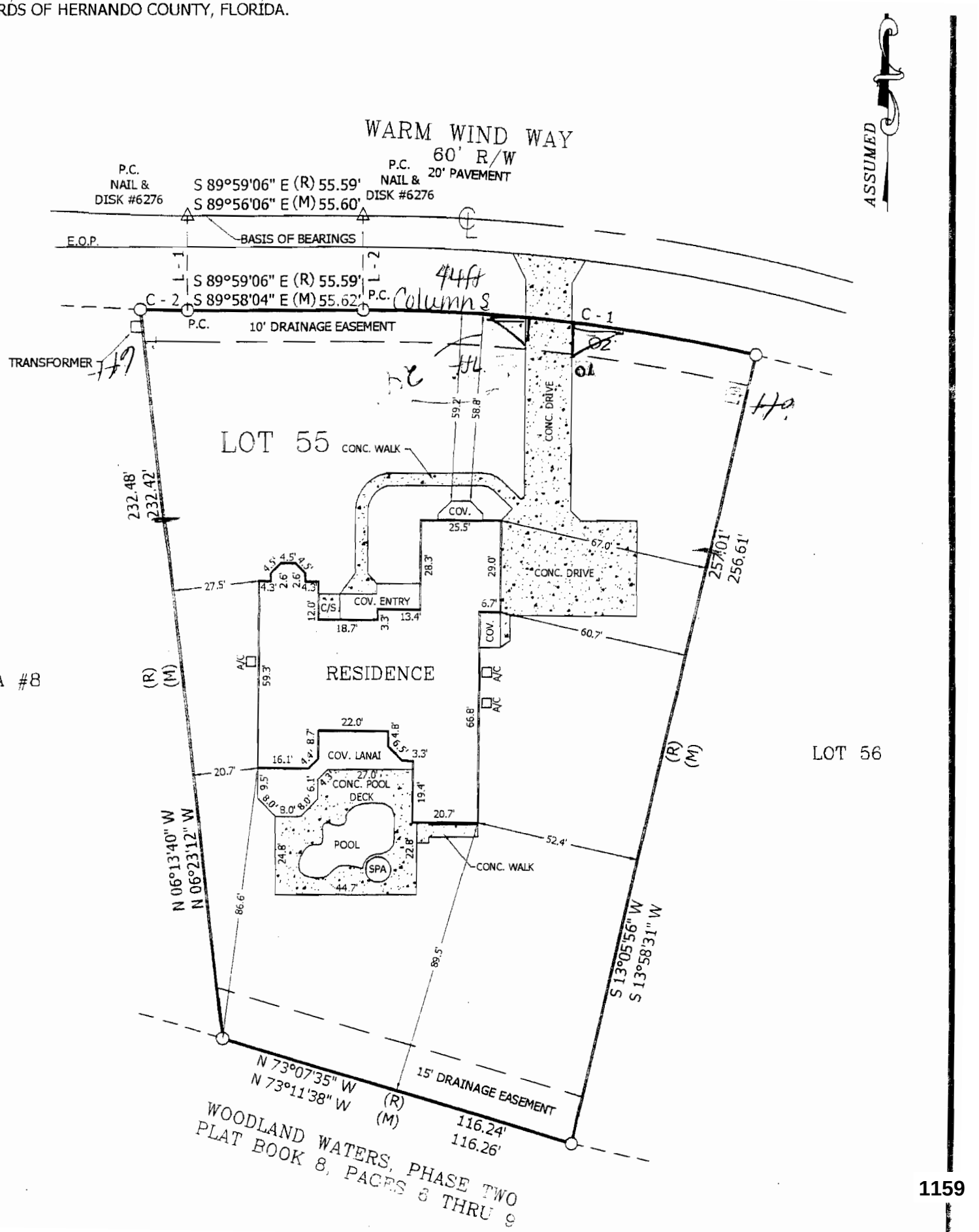
To: The Board of County Commissioners and other intersted parties

We the property owners of 11118 Warm Wind Way are requesting a fence variance from a 4 ft fence to a 5 ft fence. The property listed above consist of consist of steeply-graded property lines which at the time of installation will create a difference in the height of the fence and the installers ability to keep the fence level at all four corners of the property. (see diagram A)

The sole purpose of this fence is to secure our property while we are working abroad (Japan) 6-8 months a year.

Sincerely,
William T. Woods
Cheryl Woods

E FIVE", AS RECORDED IN PLAT BOOK 33,
RECORDS OF HERNANDO COUNTY, FLORIDA.



Homeowners Association of
Woodland Waters, Inc.
10246 Woodland Waters Boulevard • Weeki Wachee, Florida 34613

January 29, 2007

William and Cheryl Woods
11118 Warm Wind Way.
Weeki Wachee, FL 34613

RE: Deed Restriction Request for Variance on Fencing

Dear Mr. and Mrs. Woods:

This letter will acknowledge our many conversations on this subject and my visit to your home on Tuesday, January 23, 2007.

During my visit, you shared with me your concerns regarding the differing grade levels of the four corners of your property, and the problems it would create with the installation of a 4' fence.

Your fencing contractor advised you that a 5' fence would provide less rigidity and greater flexibility in trying to match the grade of your property. Further, he advised that with a 5' fence, you could avoid having to "stair-step" the steeply-graded side property, creating a more aesthetically pleasing view for your neighbors and the community.

While we all acknowledge the deed restrictions call for a fence no greater than 4', in your situation, we will allow for the installation of a 5' fence.

However, it is to be understood that the only reason we are allowing this variance is because of the extenuating circumstances in this case, which we feel prohibit an aesthetically pleasing 4' fence.

Very truly yours,

Norman W. Hatch, Jr.
Vice President, Homeowners Association of Woodland Waters, Inc.
Telephone: 352-592-5007
e-mail: board@woodlandwater...org

WOODS APO

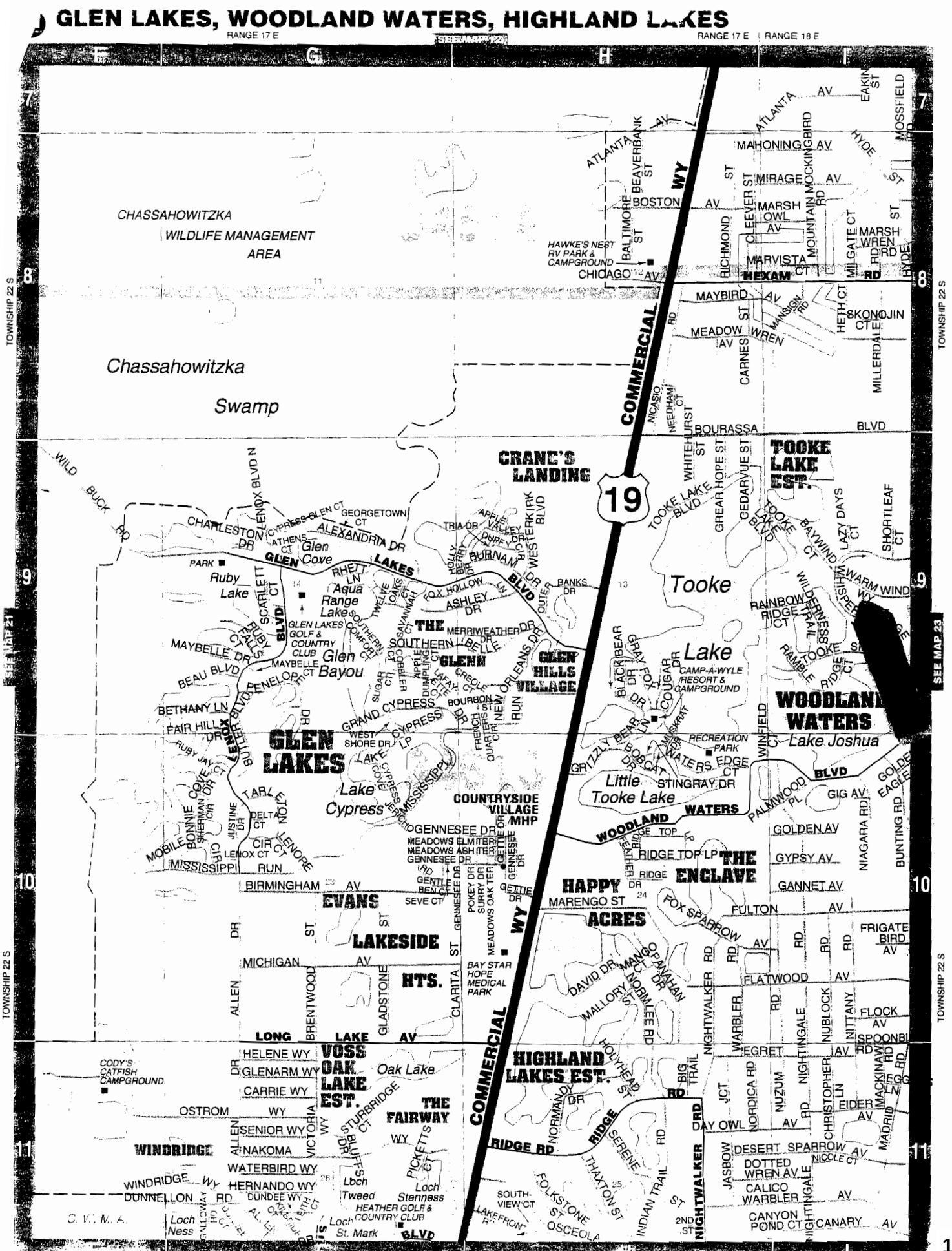
N Not To Scale

Legend

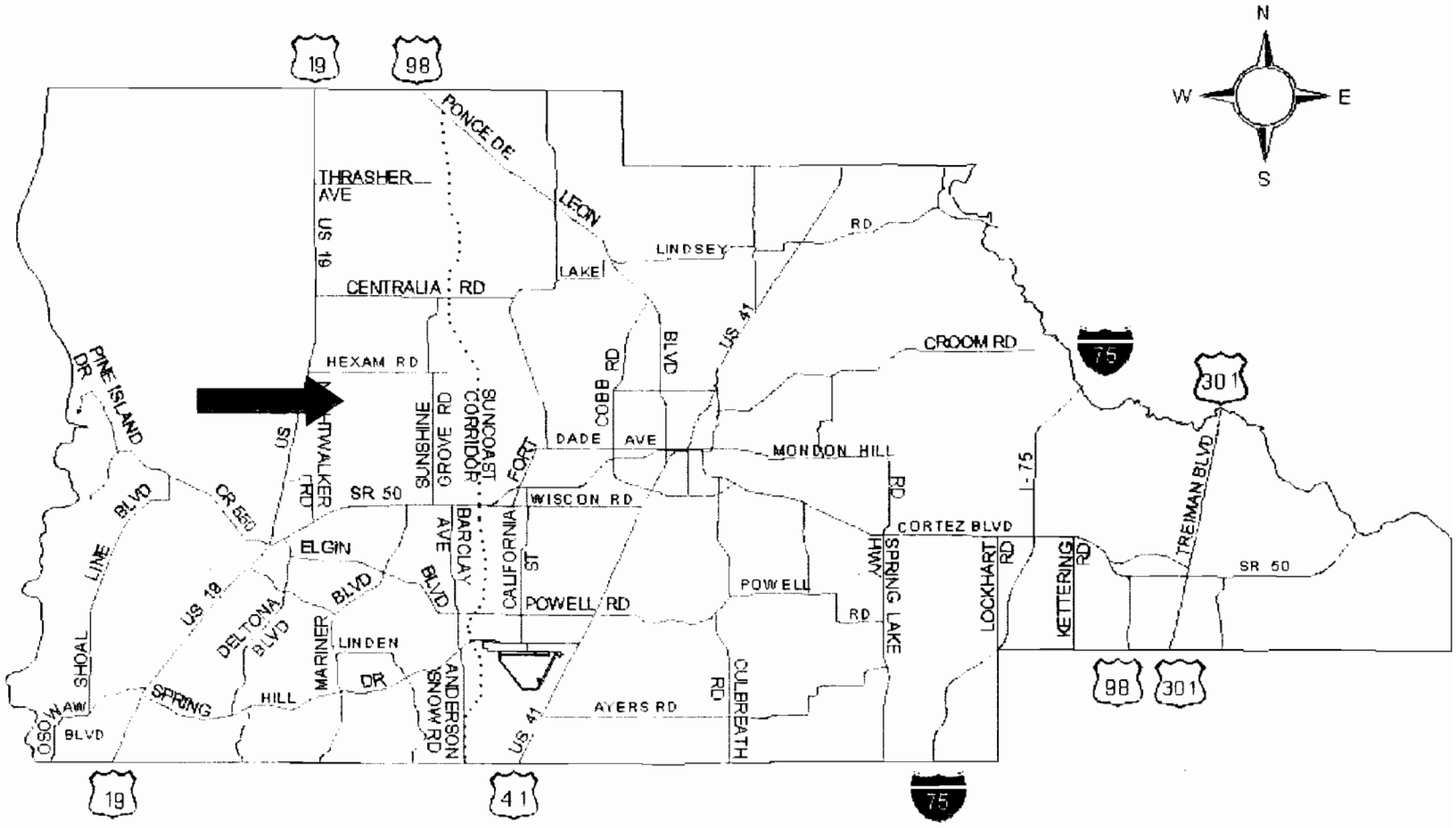
- SUBJECT PARCEL
- Dashed - Easement
- Dashed - Historic
- Dashed - Subdivision
- PARCEL SEAL
- PARCELS WITHIN 25
- 250FT BUFFER

Alvin R. Mazourek, CFA
This map was prepared by this office to be used as an aid in land parcel location and identification only. All land locations, right-of-way widths, acreages, and utility locations are subject to field survey or other appropriate verification.
Map reflects parcels, and boundaries as they existed on 03-30-07

1161


GLEN LAKES, WOODLAND WATERS, HIGHLAND LAKES
RANGE 17 E
RANGE 17 E
RANGE 18 E
TOWNSHIP 22 S
CHASSAHOWITZKA WILDLIFE MANAGEMENT AREA
Chassahowitzka Swamp
COMMERCIAL WY
19
CRANE'S LANDING
TOOKE LAKE EST.
Tooke Lake
Ruby Lake
Aqua Range Lakes
Glen Lakes
Glen Bayou
GLEN LAKES GOLF & COUNTRY CLUB
THE SOUTHERN BELLE
GLEN HILLS VILLAGE
CAMP-A-WYLE RESORT & CAMPGROUND
WOODLAND WATERS
Lake Joshua
RECREATION PARK
Little Tooke Lake
GLEN LAKES
Lake Cypress
COUNTRYSIDE VILLAGE MHP
THE ENCLAVE
HAPPY ACRES
EVANS LAKESIDE HTS.
BAY STAR HOPE MEDICAL PARK
VOSS OAK LAKE EST.
Oak Lake
THE FAIRWAY
HIGHLAND LAKES EST.
WINDRIDGE
HEATHER GOLF & COUNTRY CLUB
Loch Ness
Loch St. Mark
Loch Tweed
Loch Stenness
CODY'S CATFISH CAMPGROUND
HAWKE'S NEST RV PARK & CAMPGROUND
SEE MAP 21
SEE MAP 23
MAP 22
1162

Hernando County, Florida



PREPARED BY: THE HERNANDO COUNTY PLANNING DEPARTMENT
PREPARED DATE: JUNE 2000

3 0 3 6 Miles

18.50 (B)

R Rm 131

OFFICIAL RECORDS
BK: 2433 PG: 1016

RESOLUTION NUMBER 2007- 132

WHEREAS, Hernando County has adopted zoning and land development regulations pursuant to Chapter 163 and Section 125.01(1), *Fla. Stat.*,which authorize the County to regulate the use of land in the unincorporated areas of Hernando County, Florida, and take action on the request herein; and,

WHEREAS, the Hernando County Board of County Commissioners (BOCC) conducted a duly advertised public hearing on April 24, 2007 to consider the requested fence variance on the specified parcel(s) in Hernando County, Florida, as more fully described below.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY, FLORIDA AS FOLLOWS:

APPLICANT: William T. and Cheryl Woods **FILE NUMBER:** V-07-17

LEGAL DESCRIPTION: Lot 55 of Woodland Waters Phase 5, as per plat thereof recorded in Plat Book 33, pages 33-35, public records of Hernando County, FL
Parcel ID# R18 222 18 4325 0000 0550 (Key #1494984)

GENERAL LOCATION: South side of Warm Wind Way, approximately 550 feet east of Whisper Ridge Trail

REQUEST: Granting a variance to allow a five foot ornamental fence in the front yard in connection with the subject parcel located in the PDP-SF zone. The representations contained in the owner's variance application are incorporated herein by reference and made a part hereof. For purposes herein, it is presumed that all requisite notice and advertising requirements have been satisfied.

FINDINGS OF FACT: ALL of the facts and conditions set forth in the County's staff memoranda and presented to the BOCC in connection with the public hearing in this matter are incorporated herein by reference and made a material part of this Resolution as integral to the BOCC's action. The BOCC finds that the testimony and record supporting approval of the requested fence variance to be credible and to constitute competent substantial evidence. In further support thereof, the BOCC makes the following specific Findings of Fact:

1. Applicant has demonstrated just cause under § 8-210.18 of the Hernando County Code of Ordinances and the requested fence variance is in conformity with Appendix A, Art. V, § 3(A)(2)(a.b,c,e,f) of the Code.

Doc# 2007028758
Hernando County, Florida
04/26/2007 2:41PM
KAREN NICOLAI, Clerk

2. The property owner agrees to and shall furnish, at its expense, access to any utility easement when access is required by any utility provider.

3. The requested fence variance is consistent with the County's adopted Comprehensive Plan and land development regulations, subject to all conditions made a part of the public hearing in this matter and which conditions are incorporated herein by reference.

CONCLUSIONS OF LAW:

The BOCC is authorized to act on this matter pursuant to Chapters 125 and 163, *Fla. Stat.*, and Chapter 8, Division 14 and Appendix A, Art. V, Section 3, Hernando County Code of Ordinances. Accordingly, after public hearing and testimony, being fully advised in the record, and based upon competent substantial evidence, the BOCC makes the following specific conclusions of law:

1. The requested fence variance is consistent with the County's adopted Comprehensive Plan and land development regulations, subject to all conditions made a part of the public hearing in this matter and which conditions are incorporated herein by reference.

2. The fence variance, as granted herein, shall run with the land.

ACTION:

After notice and public hearing, based upon the record in this matter and **ALL** of the findings of fact and conclusions of law above, the BOCC hereby APPROVES the requested fence variance to allow a five foot ornamental fence in the front yard in connection with the subject parcel located in a PDP-SF zone, and subject to all afore-referenced conditions.

ADOPTED IN REGULAR SESSION THE 24th DAY OF APRIL, 2007

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

BOARD OF COUNTY COMMISSIONERS HERNANDO COUNTY, FLORIDA

Best: _____
KAREN NICOLAI
CLERK

By: _____
JEFF STABINS
CHAIRPERSON

(SEAL)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

BY _____
County Attorney's Office

STAFF REPORT
BCC Date: April 24, 2007 (postponed from 1/23/07)

PETITIONER: Sandra Perez and Angel Orue

FILE NUMBER: V-06-70

PURPOSE: Variance to Reduce Front Yard Setback for Fence; and to Increase Fence Height and Fence Opacity in the Front Yard

LOCATION: Corner of Hawthorne Road and Dorado Street

CURRENT ZONING: PDP-SF

ORDINANCE STANDARDS

Front yard requirements: Fences in the front yard shall be chain link, split-rail, picket or of similar construction such that at least twenty-five (25) percent of the fence area is open and unobstructed when viewed at a right angle to the fence line. On corner lots, for the purpose of fence installation standards, one yard will be deemed the front yard, determined by the front entrance of the principal building location. The secondary yard will be required to maintain a nine (9) foot setback for fences over four (4) feet in height and exceeding seventy-five (75) percent opacity.

Letters received: 0

STAFF FINDINGS:

SURROUNDING ZONING		SURROUNDING LAND USE	
North:	PDP/SF	North:	Residential
South:	PDP/SF	South:	Residential
East:	PDP/SF	East:	Residential
West:	PDP/SF	West:	Residential

1. The petitioner is requesting a variance to allow a 6' stockade fence on the property line in the secondary front yard.

2. The subject parcel measures approximately 90' by 125' and is located in Unit 24, Spring Hill.

3. A fence permit was issued to the petitioner on August 23, 2005. On March 24, 2006 the petition requested that the permit be reactivated as they did not have time to complete the job. On April 5, 2006, the petitioner was notified that the permit was reactivated.. On October 9,2006, a second request to reactivate the permit was submitted to the Development Department. This request was approved on October 13, 2006.

4. When the original permit application was submitted, the petitioner signed an interior lot diagram. They have stated that at that time they did not realize it was for the wrong type of lot.

5. Hernando County Code of Ordinances Chapter 8, Section 8-210.18 (Variances) states that a variance may be granted from the terms and provisions of the ordinance for just cause. (Hardship need not be proven.)

STAFF RECOMMENDATION: That the Board of County Commissioners review the above and determine if just cause exists to issue the requested variance.

AGENDA ITEM I 2

VARIANCE APPEAL

APPLICATION FOR PUBLIC HEARING BY HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS

This application must be completed and returned, with all exhibits and other items listed on page 1 of the instruction sheet, to this office before advertisement may be made for a public hearing. Bear in mind that the variance requested must be justified and the mere filing of the application or appearance at the public hearing does not assure approval of said application. The applicant is required to appear in person or by agent at the public hearing.

Are any other applications pending? (rezoning, conditional use, special exception, vacation of right-of-way, etc.) ☐Yes ☒No

If yes, please indicate type of application _____

DATE 10/23/06

1. Name of applicant (print) Sandra Perry & Angel Ochoa

   Mailing Address 14185 Dorado St

   City Spring Hill State FL Zip 34609 Phone (352) 666-9985

2. Legal description of property covered by this application Spring Hill Unit 24 Blk 1622 Lot 1

   Section _____ Township _____ Range _____

3. Size of property covered by this application _____

4. Highway and street boundaries Hawthorne Rd

5. Zoning district classification PDP-SF

6. Variance being requested Allow fence TO Remain in present position

The undersigned understands this application and all other applicable items listed on page 1 of the instruction sheet must be submitted completely and accurately before a hearing can be advertised.

SIGNATURE _____

E:\WPDATA\JUDYG\VARIANCEAPP.WPD
Rev. 3/5

11/08/2016

To: Hernando County Board of County Commissioners

In this letter we explain to you why we are appealing for a dimensional Variances, so you would permit us to keep our fence In the property line. When we went to the county office of the Spring Hill, they gave us the papers of a Inside property, and we have a corner lot I realise It is, also our fault in not hotcing that they gave us papers for a Inside lot.

We followed the Inside lot print and we put up the fence, later we received a letter from a Inspector saying that the fence was wrong because the fence was wrong because the fence was in the property line and then we went to the county office of Brooksville where they gave us the correct papers, but the fence was already up. To put the fence up we had to reinforce our move and struggle economicly with. Indicates that we would have never put up the fence where it was not Indicated, we want the fence so we could release our dog into the back yard, we also plan on having kids and we wish to have the right boundaries.

Thats why we appeal to you with our biggest hopes on not losing all the money and hard work we have put up on this fence.

Thanks you for your time and attention

Sincerely

Sandra Reis and Angel Cruz

[illegible] Spring Hill Fl 34609

STREET ADDRESS:
14185 DORADO STREET
SPRING HILL, FLORIDA

LEGAL DESCRIPTION:
LOT 1, BLOCK 1622 SPRING HILL UNIT 24 ACCORDING TO THE PLAT OR MAP THEREOF AS RECORDED IN PLAT BOOK 10, PAGES 53–60 OF THE PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA.

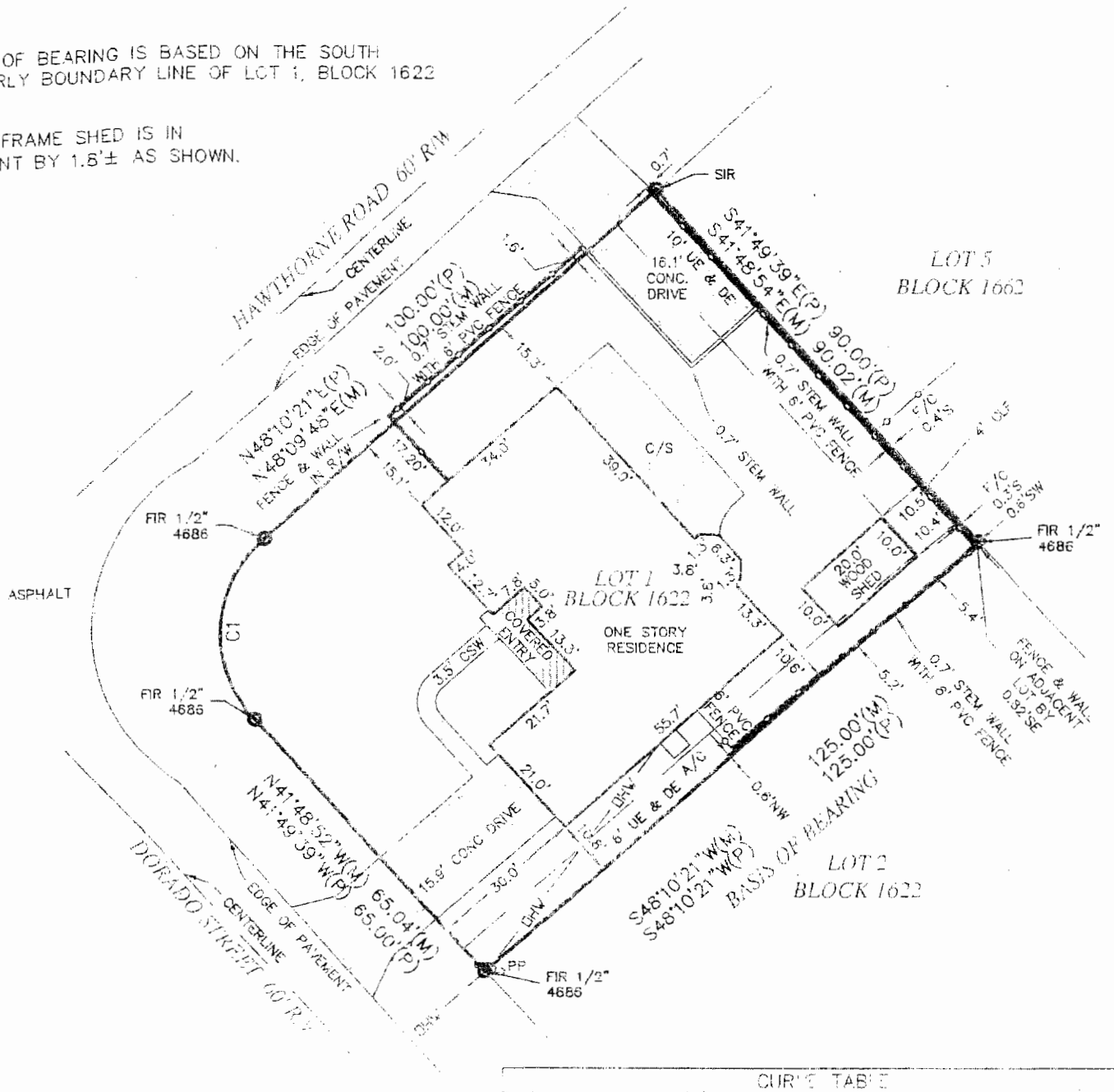
CERTIFIED TO:
ANGEL OME & SANDRA M. PEREZ

N

SCALE: 1"= 30'

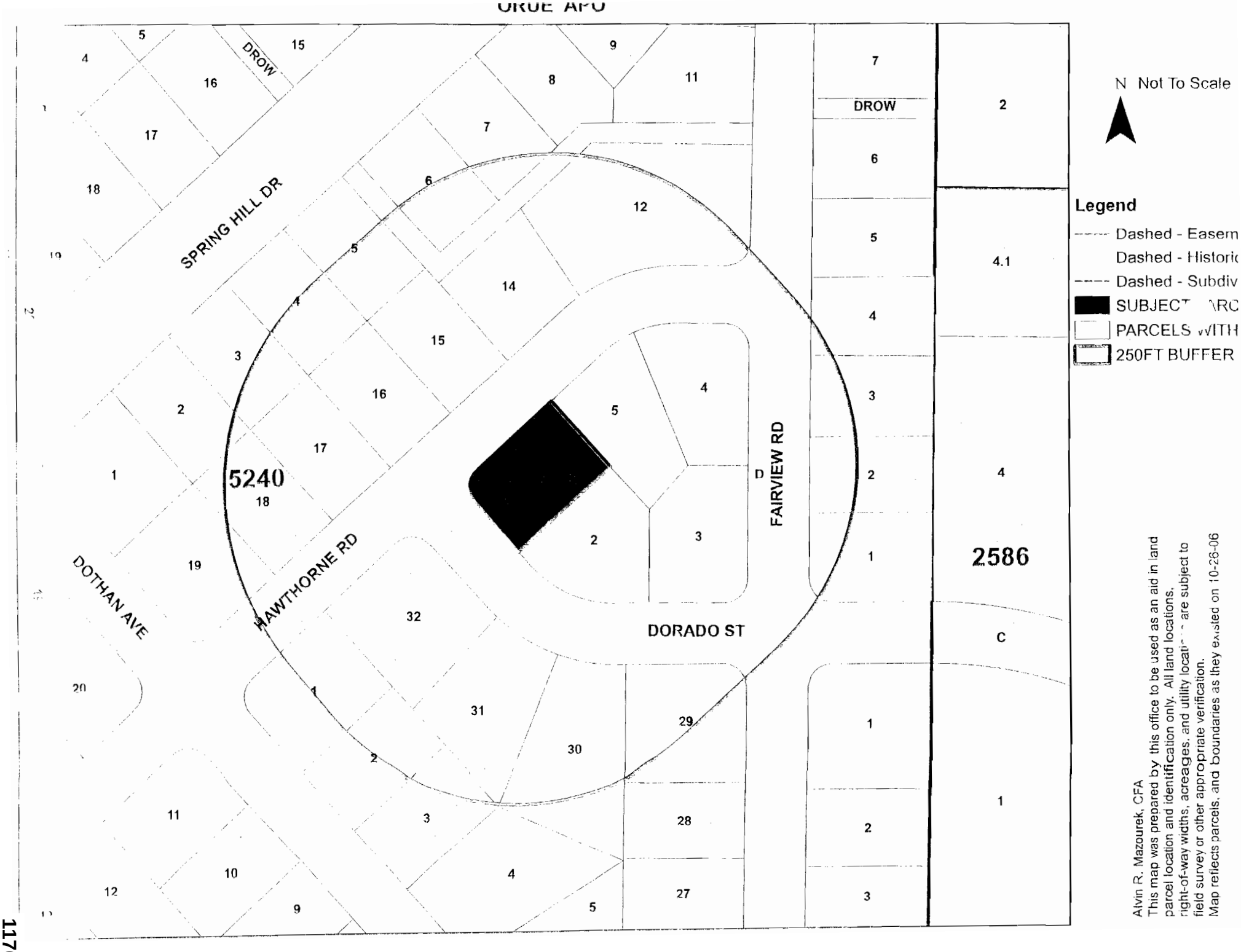
NOTE:
BASIS OF BEARING IS BASED ON THE SOUTH EASTERLY BOUNDARY LINE OF LOT 1, BLOCK 1622

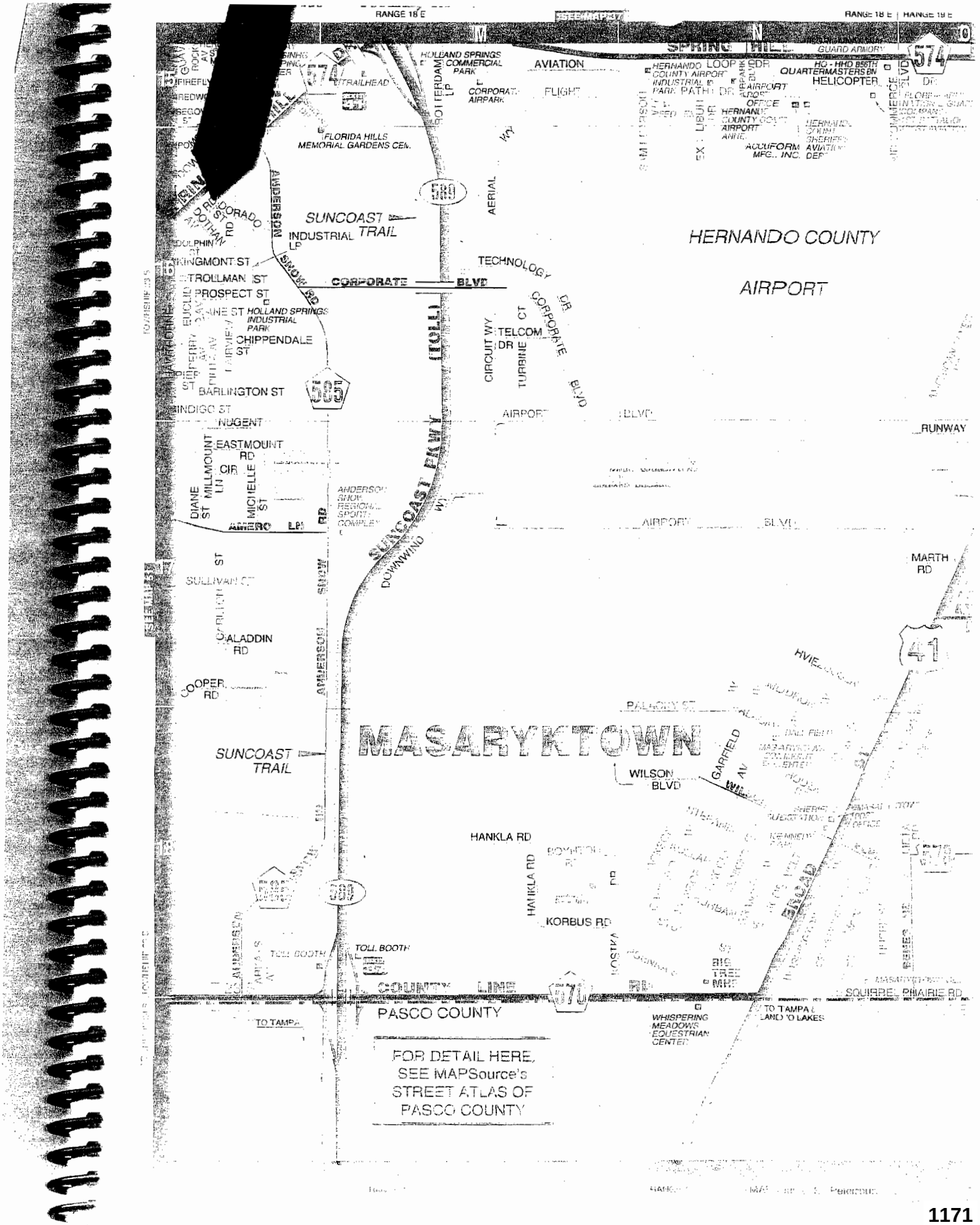
NOTE:
WOOD FRAME SHED IS IN EASMENT BY 1.8'± AS SHOWN.



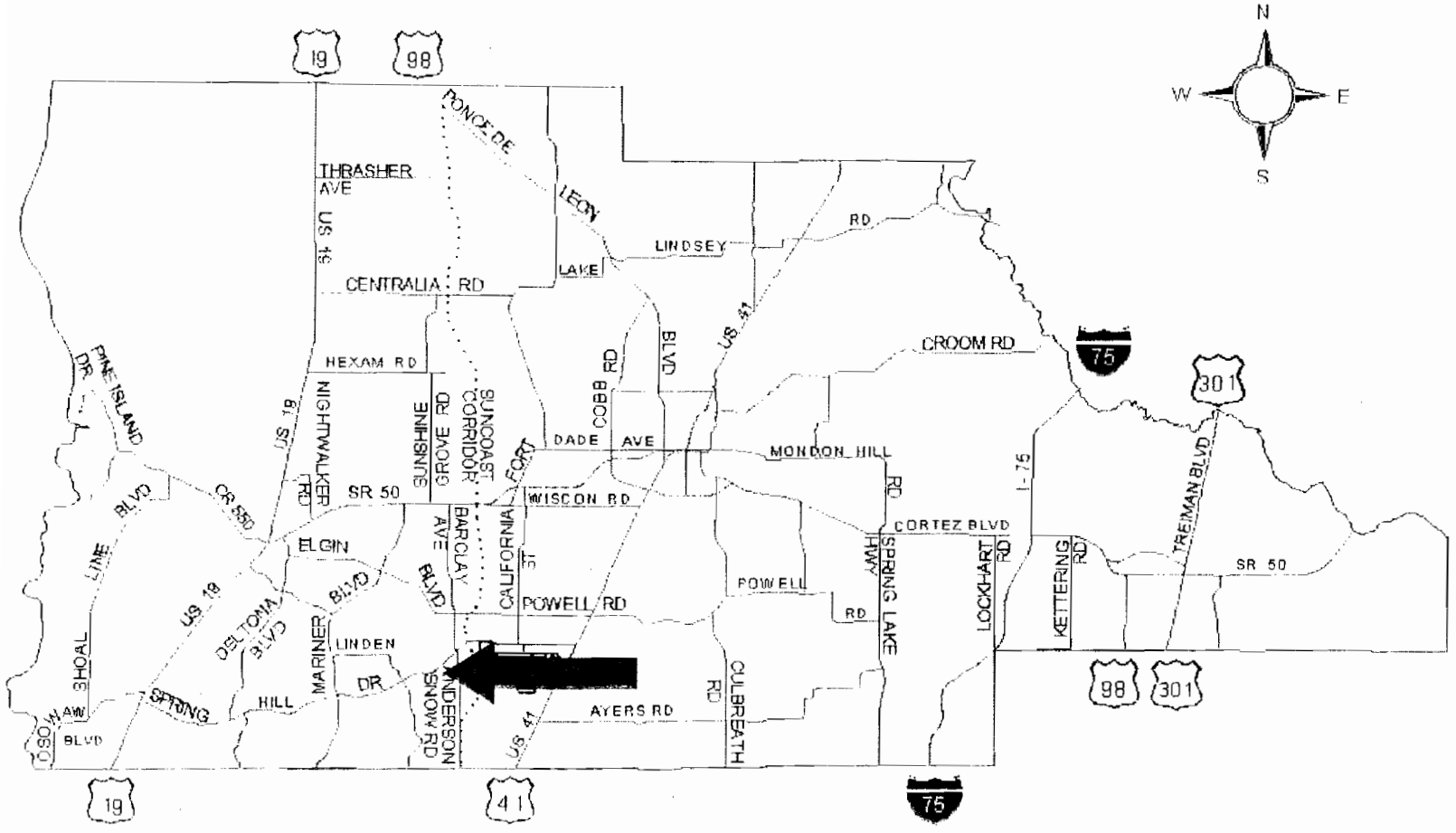
CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD LENGTH	CHORD BEARING


ORDE APO
SPRING HILL DR
DROW
FAIRVIEW RD
HAWTHORNE RD
DOTHAN AVE
DORADO ST
5240
2586
N Not To Scale
Legend
Dashed - Easem
Dashed - Historic
Dashed - Subdiv
SUBJECT ARC
PARCELS WITH
250FT BUFFER
Alvin R. Mazourek, CFA
This map was prepared by this office to be used as an aid in land parcel location and identification only. All land locations, right-of-way widths, acreages, and utility locations are subject to field survey or other appropriate verification.
Map reflects parcels, and boundaries as they existed on 10-26-06


RANGE 18 E
SPRING HILL
HOLLAND SPRINGS COMMERCIAL PARK
AVIATION
HERNANDO COUNTY AIRPORT INDUSTRIAL PARK
HQ - HHD 856TH QUARTERMASTERS BN
HELICOPTER
FLORIDA HILLS MEMORIAL GARDENS CEM.
SUNCOAST TRAIL
INDUSTRIAL LP
HERNANDO COUNTY AIRPORT
TECHNOLOGY
CORPORATE BLVD
HOLLAND SPRINGS INDUSTRIAL PARK
CHIPPENDALE ST
BARLINGTON ST
INDIGO ST
NUGENT
EASTMOUNT RD
CIR
MICHELLE ST
DIANE ST
MILLMOUNT LN
SULLIVAN CT
ALADDIN RD
COOPER RD
SUNCOAST PKWY
DOWNWIND WAY
AIRPORT BLVD
RUNWAY
MARTH RD
MASARYKTOWN
WILSON BLVD
GARFIELD AV
HANKLA RD
KORBUS RD
TOLL BOOTH
COUNTY LINE
PASCO COUNTY
TO TAMPA
SQUIRREL PRAIRIE RD
TO TAMPA
LAND O' LAKES
WHISPERING MEADOWS EQUESTRIAN CENTER
FOR DETAIL HERE, SEE MAPSource's STREET ATLAS OF PASCO COUNTY

Hernando County, Florida



PREPARED BY: THE HERNANDO COUNTY PLANNING DEPARTMENT
PREPARED DATE: JUNE 2000

3 0 3 6 Miles

RESOLUTION NUMBER 2007-

WHEREAS, Hernando County has adopted zoning and land development regulations pursuant to Chapter 163 and Section 125.01(1), *Fla. Stat.*,which authorize the County to regulate the use of land in the unincorporated areas of Hernando County, Florida, and take action on the request herein; and,

WHEREAS, the Hernando County Board of County Commissioners (BOCC) conducted a duly advertised public hearing on April 24, 2007 to consider the requested fence variance on the specified parcel(s) in Hernando County, Florida, as more fully described below.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY, FLORIDA AS FOLLOWS:

APPLICANT: Sandra Perez and Angel Orue **FILE NUMBER:** V-06-70

LEGAL DESCRIPTION: Lot 1, Block 1622, Spring Hill Unit 24, as per plat thereof recorded in Plat Book 10, pages 53-60, public records of Hernando County, FL
Parcel ID# R32 323 17 5240 1622 0010 (Key #320959)

GENERAL LOCATION: Corner of Hawthorne Road and Dorado Street

REQUEST: Granting a variance to allow a six foot privacy fence with a zero setback in the secondary front yard along Hawthorne Road in connection with the subject parcel located in the PDP-SF zone. The representations contained in the owner's variance application are incorporated herein by reference and made a part hereof. For purposes herein, it is presumed that all requisite notice and advertising requirements have been satisfied.

FINDINGS OF FACT: ALL of the facts and conditions set forth in the County's staff memoranda and presented to the BOCC in connection with the public hearing in this matter are incorporated herein by reference and made a material part of this Resolution as integral to the BOCC's action. The BOCC finds that the testimony and record supporting approval of the requested fence variance to be credible and to constitute competent substantial evidence. In further support thereof, the BOCC makes the following specific Findings of Fact:

1. Applicant has demonstrated just cause under § 8-210.18 of the Hernando County Code of Ordinances and the requested fence variance is in conformity with Appendix A, Art. V, § 3(A)(2)(a.b,c,e,f) of the Code.

2. The property owner agrees to and shall furnish, at its expense, access to any utility easement when access is required by any utility provider.

3. The requested fence variance is consistent with the County's adopted Comprehensive Plan and land development regulations, subject to all conditions made a part of the public hearing in this matter and which conditions are incorporated herein by reference.

CONCLUSIONS OF LAW: The BOCC is authorized to act on this matter pursuant to Chapters 125 and 163, *Fla. Stat.*, and Chapter 8, Division 14 and Appendix A, Art. V, Section 3, Hernando County Code of Ordinances. Accordingly, after public hearing and testimony, being fully advised in the record, and based upon competent substantial evidence, the BOCC makes the following specific conclusions of law:

1. The requested fence variance is consistent with the County's adopted Comprehensive Plan and land development regulations, subject to all conditions made a part of the public hearing in this matter and which conditions are incorporated herein by reference.

2. The fence variance, as granted herein, shall run with the land.

ACTION: After notice and public hearing, based upon the record in this matter and **ALL** of the findings of fact and conclusions of law above, the BOCC hereby APPROVES the requested fence variance to allow a six foot privacy fence with a zero setback in the secondary front yard along Hawthorne Road in connection with the subject parcel located in a PDP-SF zone, and subject to all afore-referenced conditions.

ADOPTED IN REGULAR SESSION THE 24th DAY OF APRIL, 2007

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

Attest:_____
KAREN NICOLAI
CLERK

By:_____
JEFF STABINS
CHAIRPERSON

(SEAL)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY _____
County Attorney's Office

STAFF REPORT
BCC Date: April 24, 2007 (postponed from 1/23/07)

PETITIONER: Sandra Perez and Angel Orue

FILE NUMBER: V-06-70

PURPOSE: Variance to Reduce Front Yard Setback for Fence; and to Increase Fence Height and Fence Opacity in the Front Yard

LOCATION: Corner of Hawthorne Road and Dorado Street

CURRENT ZONING: PDP-SF

ORDINANCE STANDARDS

Front yard requirements: Fences in the front yard shall be chain link, split-rail, picket or of similar construction such that at least twenty-five (25) percent of the fence area is open and unobstructed when viewed at a right angle to the fence line. On corner lots, for the purpose of fence installation standards, one yard will be deemed the front yard, determined by the front entrance of the principal building location. The secondary yard will be required to maintain a nine (9) foot setback for fences over four (4) feet in height and exceeding seventy-five (75) percent opacity.

Letters received: 0

STAFF FINDINGS:

SURROUNDING ZONING	SURROUNDING LAND USE
North: PDP/SF	North: Residential
South: PDP/SF	South: Residential
East: PDP/SF	East: Residential
West: PDP/SF	West: Residential

1. The petitioner is requesting a variance to allow a 6' stockade fence on the property line in the secondary front yard.

2. The subject parcel measures approximately 90' by 125' and is located in Unit 24, Spring Hill.

3. A fence permit was issued to the petitioner on August 23, 2005. On March 24, 2006 the petition requested that the permit be reactivated as they did not have time to complete the job. On April 5, 2006, the petitioner was notified that the permit was reactivated.. On October 9,2006, a second request to reactivate the permit was submitted to the Development Department. This request was approved on October 13, 2006.

4. When the original permit application was submitted, the petitioner signed an interior lot diagram. They have stated that at that time they did not realize it was for the wrong type of lot.

5. Hernando County Code of Ordinances Chapter 8, Section 8-210.18 (Variances) states that a variance may be granted from the terms and provisions of the ordinance for just cause. (Hardship need not be proven.)

STAFF RECOMMENDATION: That the Board of County Commissioners review the above and determine if just cause exists to issue the requested variance.

"MINUTES OF"

APR 24 2007

AGENDA ITEM I 2

VARIANCE APPEAL

APPLICATION FOR PUBLIC HEARING BY HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS

This application must be completed and returned, with all exhibits and other items listed on page 1 of the instruction sheet, to this office before advertisement may be made for a public hearing. Bear in mind that the variance requested must be justified and the mere filing of the application or appearance at the public hearing does not assure approval of said application. The applicant is required to appear in person or by agent at the public hearing.

Are any other applications pending? (rezoning, conditional use, special exception, vacation of right-of-way, etc.) ☐Yes ☒No

If yes, please indicate type of application _____

DATE 10/23/06

1. Name of applicant (print) Sandra Young & Angel Ortiz

   Mailing Address 14185 Dorado St

   City Spring Hill State FL Zip 34609 Phone (352) 666-9955

2. Legal description of property covered by this application Spring Hill Unit 24 Blk 1622 Lot 1

   Section _____ Township _____ Range _____

3. Size of property covered by this application _____

4. Highway and street boundaries Hawthorne Rd

5. Zoning district classification PDP-SF

6. Variance being requested Allow fence 7ft height in front yard

The undersigned understands this application and all other applicable items listed on page 1 of the instruction sheet must be submitted completely and accurately before a hearing can be advertised.

SIGNATURE _____

E:\WPDATA\JUDY\SW\VARIANCEAPP.WPT
Rev. 2

11/08/2016

To: Hernando County Board of County Commissioners

In this letter we explain to you why we are appealing for a dimensional variance, so you would permit us to keep our fence in the property line. When we went to the county office of the Spring Hill, they gave us the papers of a Inside property, and we have a corner lot I realize it is, also our fault in not noticing that they gave us papers for a Inside lot.

We followed the Inside lot print and we put up the fence, later we received a letter from a Inspector saying that the fence was wrong because the fence was wrong because the fence was in the property line and then we went to the county office of Brooksville where they gave us the correct papers, but the fence was already up. To put the fence up we had to reinforce our roots and struggle economically with Irmas that we would have never put up the fence where it was not Indicated, we want the fence so we can release our dog into the back yard, we also plans on having kids and we wish to make the right decisions.

Please know we appeal to you with our biggest hopes on not losing all the money and hard work we have put up on this fence.

Thank you for your time and attention

Sincerely

Sandra Velez and Joseph Velez

Spring Hill FL 34609

STREET ADDRESS:
14185 DORADO STREET
SPRING HILL, FLORIDA

LEGAL DESCRIPTION:
LOT 1, BLOCK 1622 SPRING HILL UNIT 24 ACCORDING TO THE PLAT OR MAP THEREOF AS RECORDED IN PLAT BOOK 10, PAGES 53-60 OF THE PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA.

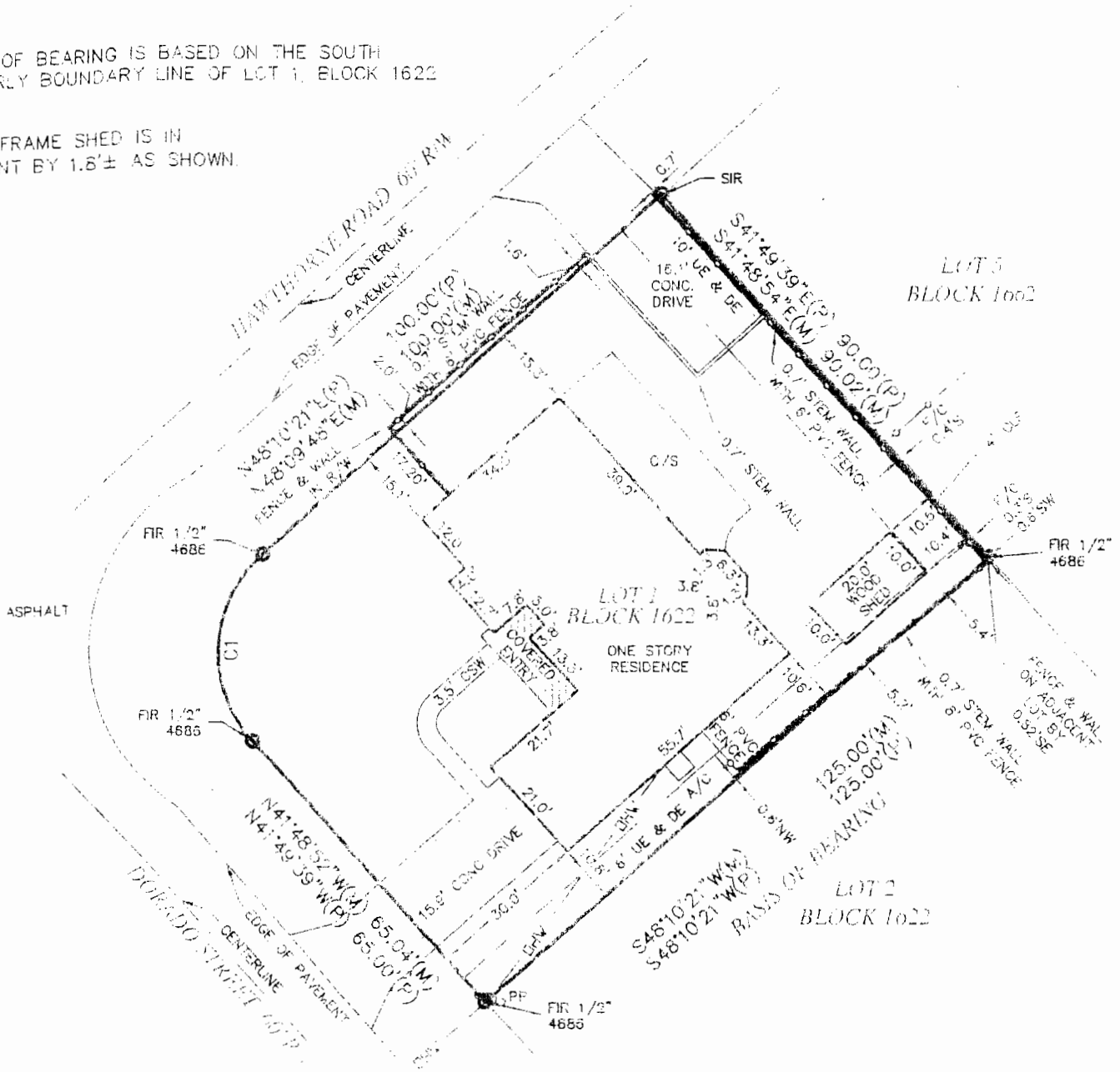
CERTIFIED TO:
ANGEL OME & SANDRA M. PEREZ

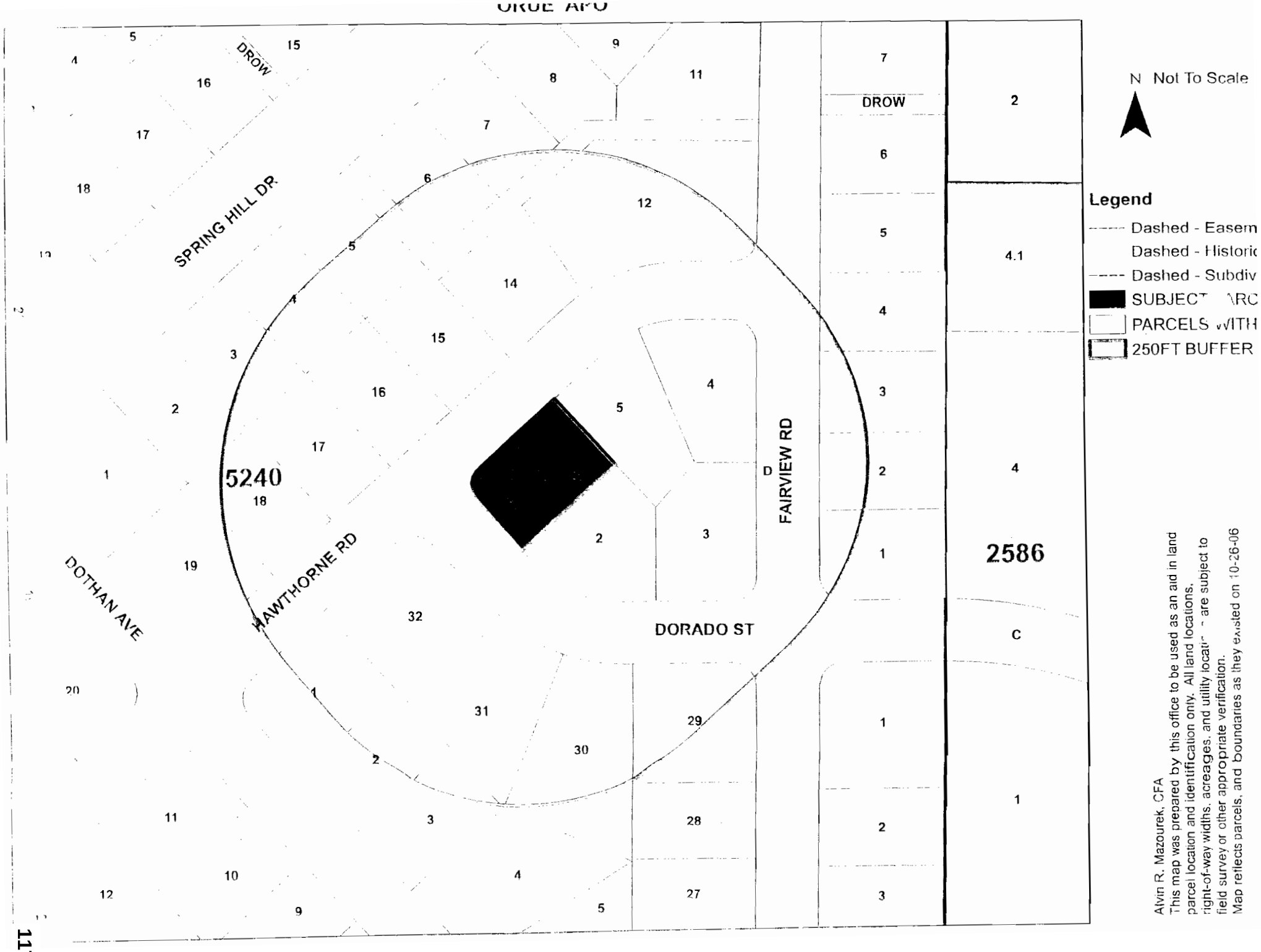
N

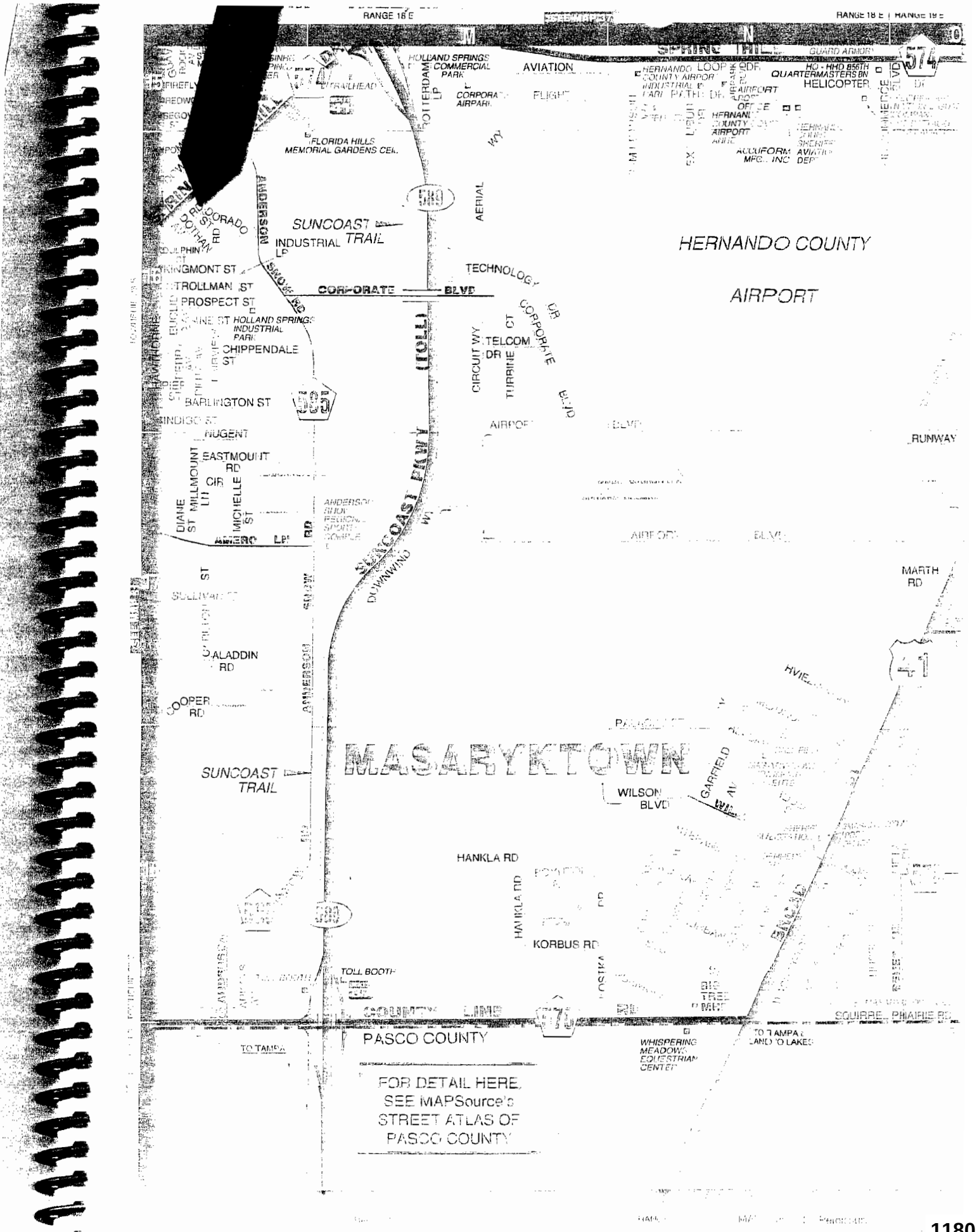
SCALE: 1"= 30'

NOTE:
BASIS OF BEARING IS BASED ON THE SOUTH EASTERLY BOUNDARY LINE OF LOT 1, BLOCK 1622

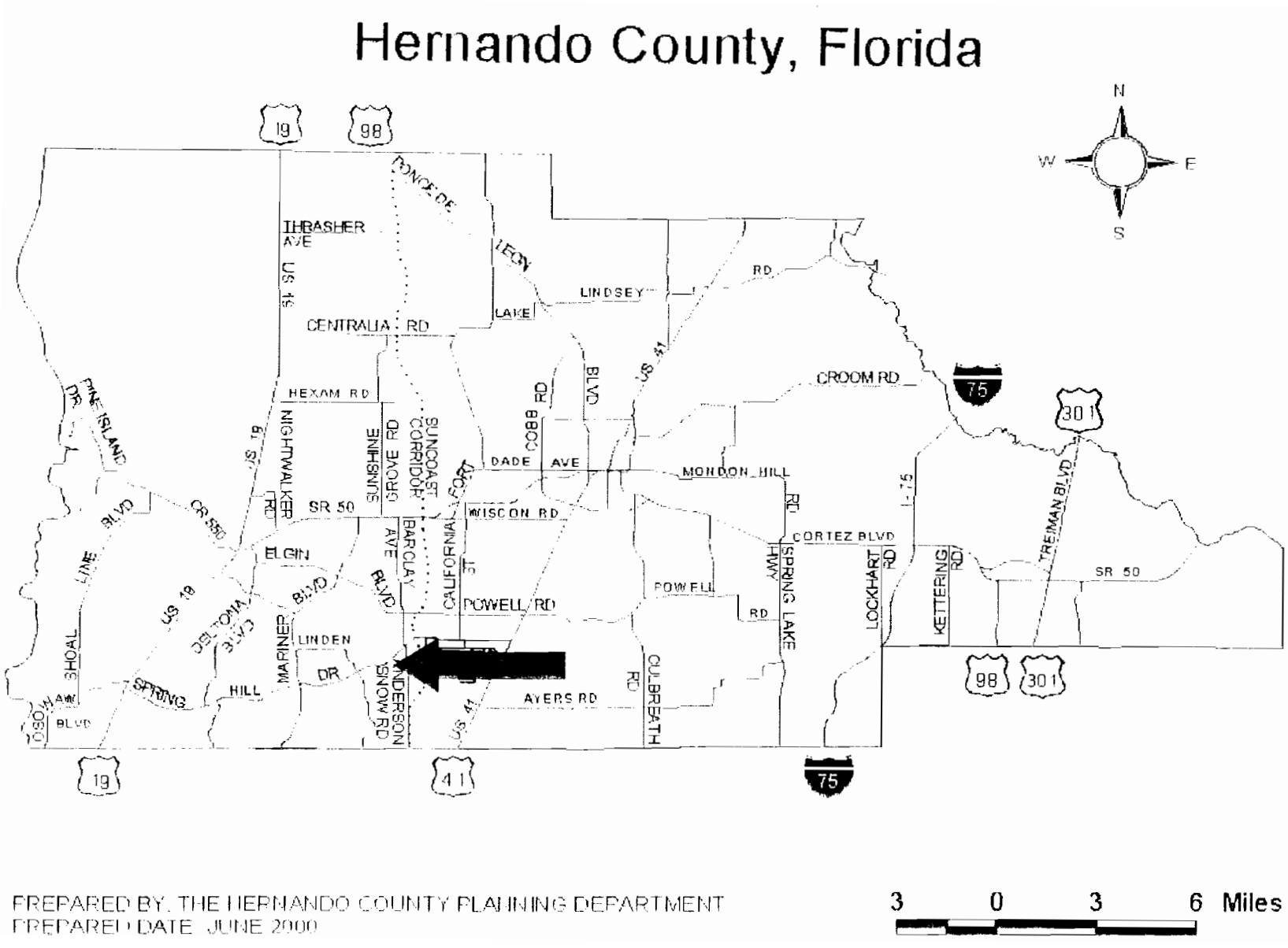
NOTE:
WOOD FRAME SHED IS IN EASMENT BY 1.6'± AS SHOWN.




ORDE APO
N Not To Scale
Legend
Dashed - Easem
Dashed - Historic
Dashed - Subdiv
SUBJECT ARC
PARCELS WITH
250FT BUFFER
SPRING HILL DR.
DROW
FAIRVIEW RD
HAWTHORNE RD
DOTHAN AVE
DORADO ST
5240
2586
Alvin R. Mazourek, CFA
This map was prepared by this office to be used as an aid in land parcel location and identification only. All land locations, right-of-way widths, acreages, and utility locations are subject to field survey or other appropriate verification.
Map reflects parcels, and boundaries as they existed on 10-26-06


RANGE 18 E
RANGE 18 E | RANGE 19 E
M
N
SPRING HILL
574
HOLLAND SPRINGS COMMERCIAL PARK
AVIATION
HERNANDO COUNTY AIRPORT INDUSTRIAL PARK
HQ - HHD 856TH QUARTERMASTERS BN
HELICOPTER
CORPORATE AIRPARK
FLIGHT
AIRPORT OFFICE
HERNANDO COUNTY AIRPORT
ACCUFORM MFG., INC.
FLORIDA HILLS MEMORIAL GARDENS CEM.
AERIAL
SUNCOAST TRAIL
INDUSTRIAL LP
HERNANDO COUNTY AIRPORT
TECHNOLOGY
CORPORATE BLVD
PROSPECT ST
HOLLAND SPRINGS INDUSTRIAL PARK
CHIPPENDALE ST
TELCOM DR
CIRCUIT WY
TURBINE CT
CORPORATE BLVD
AIRPORT BLVD
RUNWAY
BARLINGTON ST
INDIGO ST
NUGENT
EASTMOUNT RD
CIR
MILLMOUNT LP
DIANE ST
MICHELLE ST
ANDERSON SNOW REGIONAL SPORTS COMPLEX
SUNCOAST PKWY (TOLL)
DOWNWIND
MARTH RD
ALADDIN RD
COOPER RD
MASARYKTOWN
WILSON BLVD
GARFIELD AVE
SUNCOAST TRAIL
HANKLA RD
KORBUS RD
TOLL BOOTH
COUNTY LINE
PASCO COUNTY
TO TAMPA
WHISPERING MEADOWS EQUESTRIAN CENTER
SQUIRREL PRAIRIE RD
TO TAMPA & LAND O' LAKES
FOR DETAIL HERE, SEE MAPSource's STREET ATLAS OF PASCO COUNTY

Hernando County, Florida



PREPARED BY: THE HERNANDO COUNTY PLANNING DEPARTMENT
PREPARED DATE: JUNE 2000

3 0 3 6 Miles

1850 (B)

Doc# 2007028759
Hernando County, Florida
04/26/2007 2:41PM
KAREN NICOLAI, Clerk

R Rm 131

RESOLUTION NUMBER 2007-133

WHEREAS, Hernando County has adopted zoning and land development regulations pursuant to Chapter 163 and Section 125.01(1), *Fla. Stat.*,which authorize the County to regulate the use of land in the unincorporated areas of Hernando County, Florida, and take action on the request herein; and,

WHEREAS, the Hernando County Board of County Commissioners (BOCC) conducted a duly advertised public hearing on April 24, 2007 to consider the requested fence variance on the specified parcel(s) in Hernando County, Florida, as more fully described below.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY, FLORIDA AS FOLLOWS:

APPLICANT: Sandra Perez and Angel Orue **FILE NUMBER:** V-06-70

LEGAL DESCRIPTION: Lot 1, Block 1622, Spring Hill Unit 24, as per plat thereof recorded in Plat Book 10, pages 53-60, public records of Hernando County, FL
Parcel ID# R32 323 17 5240 1622 0010 (Key #320959)

OFFICIAL RECORDS
BK: 2433 PG: 1018

GENERAL LOCATION: Corner of Hawthorne Road and Dorado Street

REQUEST: Granting a variance to allow a six foot privacy fence with a zero setback in the secondary front yard along Hawthorne Road in connection with the subject parcel located in the PDP-SF zone. The representations contained in the owner's variance application are incorporated herein by reference and made a part hereof. For purposes herein, it is presumed that all requisite notice and advertising requirements have been satisfied.

FINDINGS OF FACT: ALL of the facts and conditions set forth in the County's staff memoranda and presented to the BOCC in connection with the public hearing in this matter are incorporated herein by reference and made a material part of this Resolution as integral to the BOCC's action. The BOCC finds that the testimony and record supporting approval of the requested fence variance to be credible and to constitute competent substantial evidence. In further support thereof, the BOCC makes the following specific Findings of Fact:

1. Applicant has demonstrated just cause under § 8-210.18 of the Hernando County Code of Ordinances and the requested fence variance is in conformity with Appendix A, Art. V, § 3(A)(2)(a.b,c,e,f) of the Code.

2. The property owner agrees to and shall furnish, at its expense, access to any utility easement when access is required by any utility provider.

3. The requested fence variance is consistent with the County's adopted Comprehensive Plan and land development regulations, subject to all conditions made a part of the public hearing in this matter and which conditions are incorporated herein by reference.

CONCLUSIONS OF LAW: The BOCC is authorized to act on this matter pursuant to Chapters 125 and 163, *Fla. Stat.*, and Chapter 8, Division 14 and Appendix A, Art. V, Section 3, Hernando County Code of Ordinances. Accordingly, after public hearing and testimony, being fully advised in the record, and based upon competent substantial evidence, the BOCC makes the following specific conclusions of law:

1. The requested fence variance is consistent with the County's adopted Comprehensive Plan and land development regulations, subject to all conditions made a part of the public hearing in this matter and which conditions are incorporated herein by reference.

2. The fence variance, as granted herein, shall run with the land.

ACTION: After notice and public hearing, based upon the record in this matter and **ALL** of the findings of fact and conclusions of law above, the BOCC hereby APPROVES the requested fence variance to allow a six foot privacy fence with a zero setback in the secondary front yard along Hawthorne Road in connection with the subject parcel located in a PDP-SF zone, and subject to all afore-referenced conditions.

ADOPTED IN REGULAR SESSION THE 24th DAY OF APRIL, 2007

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

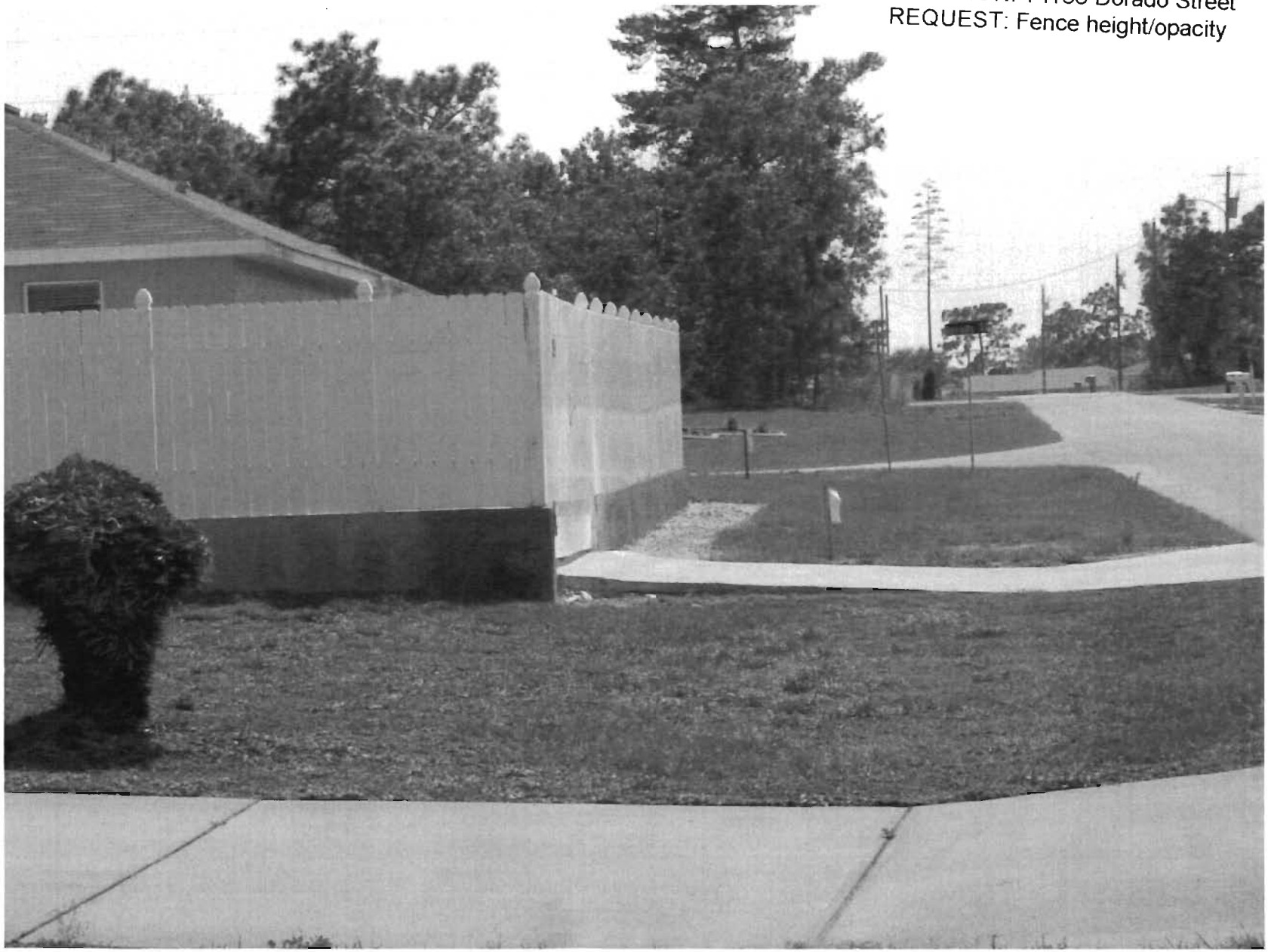
Attest: _____
KAREN NICOLAI
CLERK

(SEAL) BOARD OF COUNTY COMMISSIONERS SEAL HERNANDO COUNTY, FLORIDA

By: _____
JEFF STABINS
CHAIRPERSON

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY _____
County Attorney's Office

FILE NO: V-06-70 DATE: 04/20/07
PETITIONER: Sandra Perez & Angel Orue
LOCATION: 14185 Dorado Street
REQUEST: Fence height/opacity



Petitioner - Perez/Orue V-06-70

STREET ADDRESS:
14185 DORADO STREET
SPRING HILL, FLORIDA

LEGAL DESCRIPTION:
LOT 1, BLOCK 1622 SPRING HILL UNIT 24 ACCORDING TO THE PLAT OR MAP THEREOF AS RECORDED IN PLAT BOOK 10, PAGES 53-60 OF THE PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA.

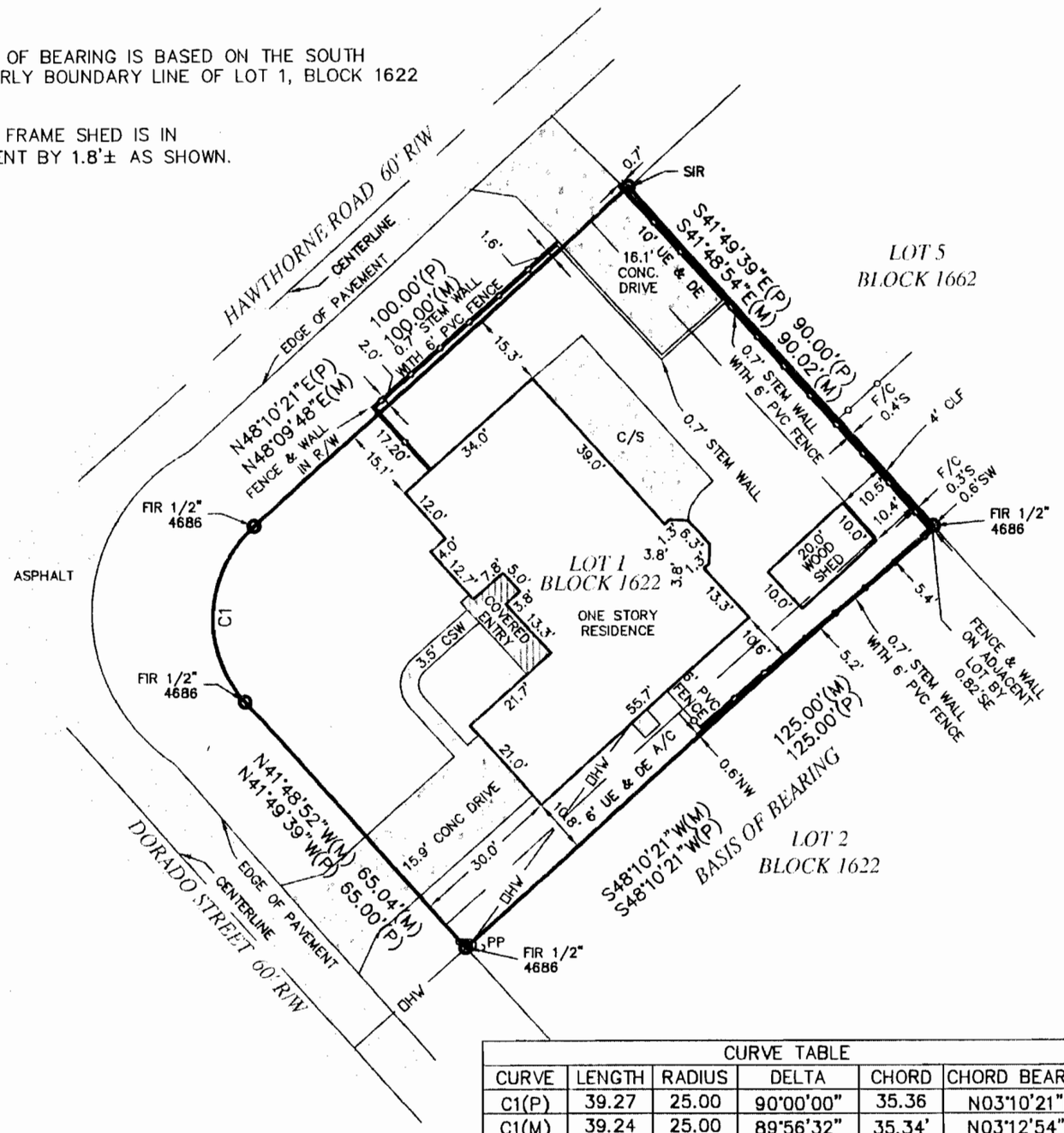
CERTIFIED TO:
ANGEL OME & SANDRA M. PEREZ

N

SCALE: 1"= 30'

NOTE:
BASIS OF BEARING IS BASED ON THE SOUTH EASTERLY BOUNDARY LINE OF LOT 1, BLOCK 1622

NOTE:
WOOD FRAME SHED IS IN EASMENT BY 1.8'± AS SHOWN.



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BEARING
C1(P)	39.27	25.00	90°00'00"	35.36	N03°10'21"E
C1(M)	39.24	25.00	89°56'32"	35.34'	N03°12'54"E

NOTE: THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.
NOTES: (1) IN COMPLIANCE WITH F.A.C. 61G17-6.0031-4-E, IF LOCATION OF EASEMENTS OR RIGHTS-OF-WAY OF RECORD, OTHER THAN THOSE ON RECORD PLATS, IS REQUIRED, THIS INFORMATION MUST BE FURNISHED TO THE SURVEYOR AND MAPPER. (2) IF APPLICABLE, FENCES SHOWN MEANDER ON OR OFF LINES. (APPROX.) (3) NO EXCAVATION OR MAPPING OF UNDERGROUND IMPROVEMENTS HAS BEEN PERFORMED.
LEGEND:
(C) = CALCULATED, C# = CURVE NUMBER (SEE CURVE TABLE), C/S = CONCRETE SLAB, CLF = CHAIN LINK FENCE, CONC = CONCRETE, CSW = CONCRETE SIDEWALK, (D) = DEED, DE = DRAINAGE EASEMENT, EOW = EDGE OF WATER, E/P = EDGE OF PAVEMENT, (F) = FIELD, F/C = FENCE CORNER, FCC = FOUND CROSS CUT, FCM = FOUND CONCRETE MONUMENT, FIP = FOUND IRON PIPE, FIR = FOUND IRON ROD, FN = FOUND NAIL, FND = FOUND NAIL AND DISK, GA = GUY ANCHOR, ID = IDENTIFICATION, (M) = MEASURED, MH = MANHOLE, OHW = OVERHEAD WIRE, O/A OVER ALL, (P) = PLAT, PC = POINT OF CURVATURE, PP = POWER POLE, POB = POINT OF BEGINNING, POC = POINT OF COMMENCEMENT, PRM = PERMANENT REFERENCE MONUMENT, PVC = POLYVINYL CHLORIDE, R/W = RIGHT OF WAY, SIR = SET 5/8" IRON ROD LB 7079, SND = SET NAIL & DISK LB 7079, TOB = TOP OF BANK, UE = UTILITY EASEMENT, WB = WATER BOX, WDF = WOOD FENCE

SHEET DESCRIPTION:
BOUNDARY SURVEY

DATE OF SURVEY: 02/01/07

SMITH AND WOMACK LAND SURVEYING, INC.
PROFESSIONAL SURVEYORS & MAPPERS, LB #7079
5425 MAIN STREET
NEW PORT RICHEY, FL 34652
(727) 843-9435 FAX (727) 843-9436

DRAWN BY: TH	REVISIONS:	PROJECT NO.
CHECKED BY:		03-1301

CERTIFICATION :

I CERTIFY THAT THIS SURVEY WAS MADE UNDER MY DIRECTION AND THAT IT MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

BY: _____ DATE: 2.05.07
KENNETH W. SMITH, PSM # 5744
CHRISTOPHER C. CHITTUM, PSM # 5167

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSE SURVEYOR AND MAPPER

STAFF REPORT
BCC Date: April 24, 2007

PETITIONER: Roger and Tracie Maler

FILE NUMBER: V-06-71

PURPOSE: Variance to Increase the Distance into a Waterway for a Boatlift

GENERAL LOCATION: South side of Gulfwinds Circle, beginning of cul de sac

CURRENT ZONING: R-1B

ORDINANCE STANDARDS

Maximum	Requested	Variance Requested
12'	21'	9'

Letters received: 2 (Opposed)

STAFF FINDINGS:

SURROUNDING ZONING	SURROUNDING LAND USE
North: R-1B	North: Residential
South: R-1B	South: Canal
East: R-1B	East: Residential
West: R-1B	West: Residential

1. The petitioner is requesting a variance to install a dock and a boat lift on a canal behind their residential lot. The lot is presently vacant and located on a canal in Hernando Beach.

2. The subject parcel measures approximately 106' by 70'.

3. The petitioner is proposing to extend the dock to 16 feet and the boat lift to 21 feet. The petitioner's representative has stated that the reason for this request is to avoid the shelf of rock in front of the seawall.

4. Waterway Maintenance Division has reviewed the variance application and has visited the site and have determined that the 21 feet into the canal will not be a navigational hazard in this area. There have been two appeals filed by residents of the area opposing the notice of intent to approve this request.

STAFF RECOMMENDATION: That the Board of County Commissioners review the above request and approve same because it will not be a navigational hazard and is necessary to avoid the rock shelf in front of the seawall.

AGENDA ITEM I 3

VARIANCE APPEAL

APPLICATION FOR PUBLIC HEARING BY HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS

This application must be completed and returned, with all exhibits and other items listed on page 1 of the instruction sheet, to this office before advertisement may be made for a public hearing. Bear in mind that the variance requested must be justified and the mere filing of the application or appearance at the public hearing does not assure approval of said application. The applicant is required to appear in person or by agent at the public hearing.

Are any other applications pending? (rezoning, conditional use, special exception, vacation of right-of-way, etc.) ☐ Yes ☒ No

If yes, please indicate type of application MARINE CONSTRUCTION ORDINANCE

DATE 10/30/06

1. Name of applicant (print) ROGER + TRACIE MALER

   Mailing Address 299 S. WALNUT BEND STE 101 CORDOVA

   City CORDOVA State TN Zip 38018-7281 Phone

2. Legal description of property covered by this application

   R12 223 16 1900 0000 0290

   Section 12 Township 23 Range 16

3. Size of property covered by this application

4. Highway and street boundaries GULFWIND CIRCLE · GULFWIND DRIVE

5. Zoning district classification RESIDENTIAL

6. Variance being requested ADDITIONAL 9' INTO CANAL TO ALLOW FOR CONSRUCTION OF A BOATLIFT

The undersigned understands this application and all other applicable items listed on page 1 of the instruction sheet must be submitted completely and accurately before a hearing can be advertised.

SIGNATURE Marcia Maler

DESCRIPTION OF VARIANCE REQUEST

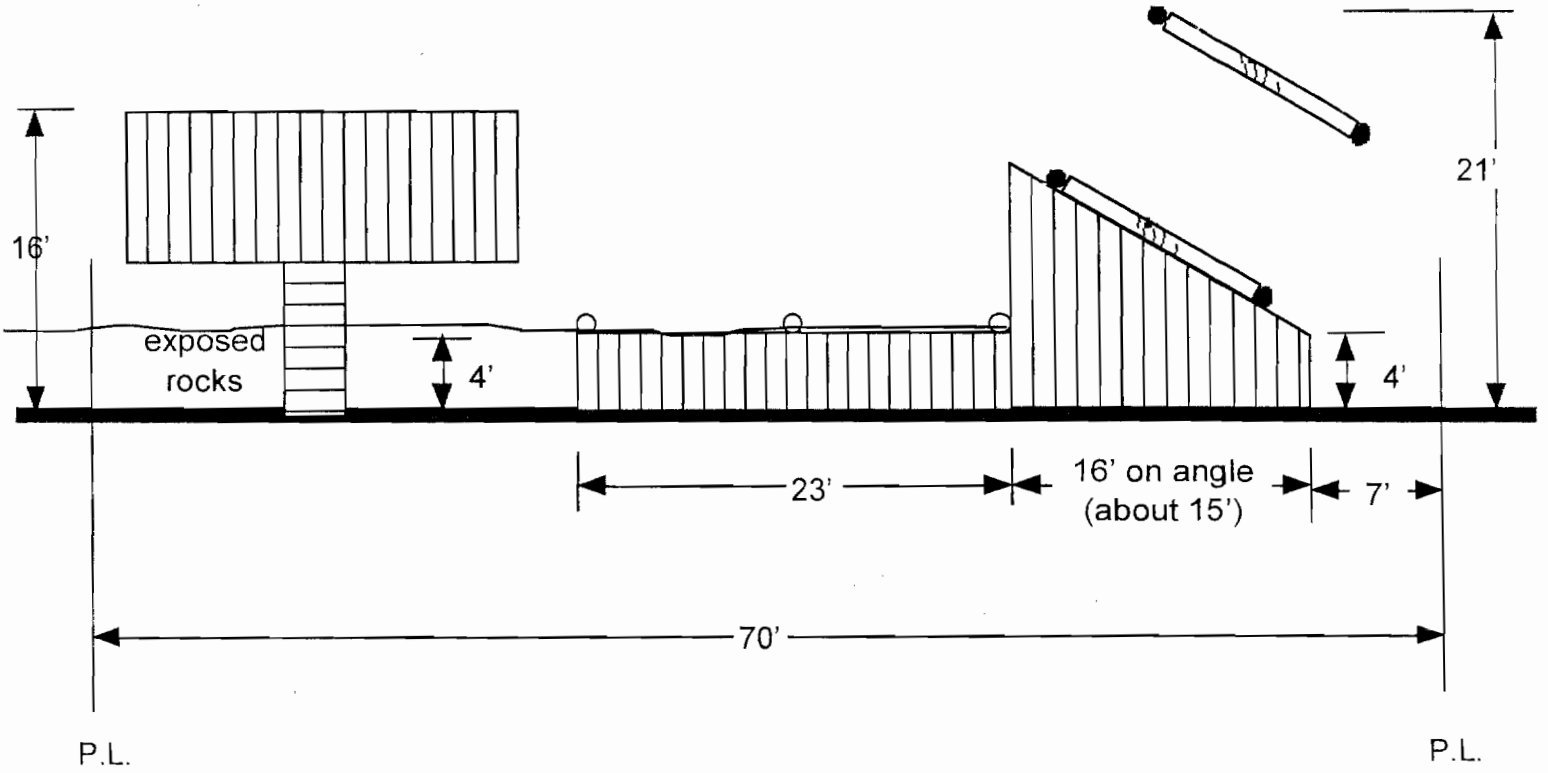
The current ordinance (Article V Marine Construction Code) only allows a "dock" to extend 12' into a waterway that is between 76' to 99' wide.

The Maler's canal is approximately 84' wide. The lot is vacant and no structure currently exists. We propose to install a boatlift that will extend 21' into the canal, and a floating dock that will extend 16' into the canal. The variance request will allow us to avoid the shelf of rock in front of the seawall. There will still be ample room for navigation.

For: Roger Maler
3073 Gulfwinds Cir.
Hernando Beach, FL 34607
From: Gulfside Docks Corp.
www.GulfsideDocks.com
Glenn Dahn
(352) 596-1350
(727) 847-4300
Glenn@GulfsideDocks.com
Date: 10/30/06

North

DISTANCE ACROSS CANAL IS 28yds or 84'
MAX DISTANCE ALLOWED OUT IS 12'
WITHOUT A VARIANCE



WATERWAYS MAINTENANCE DIVISION
PERMIT APPLICATION REVIEW

DATE: 12-28-06 APPLICATION #: VARIANCE

ADDRESS OF JOB SITE: 3073 GUFFWINDS CIR.

PROPERTY OWNER: Roger MAIER

CONTRACTOR: GULFSIDE Docks

DATE OF INSPECTION: 12-28-06

PRE-CONSTRUCTION PHOTOS INCLUDED: X YES

DATE TAKEN: 12-28-06 DATE E-MAILED TO WW ADMIN: 12-28-06

COMMENTS:

The FAR Pole will not extend more than 21 FT. This is not a Hazard to Navigation or Neighbors

APPROVED ☐ APPROVED W/ ABOVE STIPULATIONS X DENIED ☐

APPLICATION REVIEWED BY [signature]

DATE REVIEWED: 12-28-06 DATE FAXED TO WW ADMIN: _____

PLEASE NOTE:
This approval does not exclude the need for any other Federal or State permits that may be required.

WATERWAYS ADMINISTRATION USE ONLY

Date Faxed to Building Department: B-ville - 1-2-07

Date Filed: _____ Back Up Documentation Received: X Yes ☐ No P/C

Comments: _____

E:\WPDATA\BMD\Waterways\PermitForm.wpd

TO: Judy G.
Gary Fisher

FAXED 01/02/07

RECEIVED

FEB 13 2007

HERNANDO COUNTY
DEVELOPMENT DEPT.

VARIANCE APPEAL

APPLICATION FOR PUBLIC HEARING BY HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS

This application must be completed and returned, along with any additional data supporting your appeal of this petition, to this office before advertisement may be made for a public hearing. The person appealing this decision is required to appear in person at the public hearing.

DATE: 2/10/07 VARIANCE FILE NO. V-06-71

1. Name of appellant/applicant (print) JOHN DePASQUALE
   Mailing Address 3126 GULF WINDS CIR
   City HERNANDO BEACH State FL Zip 34607 Phone 352-263-1375
2. Legal description of property covered by this application
   R12 223 16 1900 00B0 0000 Key 01488287
3. Highway and street boundaries GULF WINDS CIR.
4. Reason for Appeal
   New boat lift will extend about a third into the channel preventing ingress and egress of my boat and others. See enclosed.

Attach additional pages if necessary to explain the reason you are appealing this request. Submit this form along with any additional documentation which you deem necessary to support your appeal.

SIGNATURE John J. DePasquale

a:\appeal.frm

RECEIVED

FEB 13 2007

HERNANDO COUNTY DEVELOPMENT DEPT.

VARIANCE APPEAL

APPLICATION FOR PUBLIC HEARING BY HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS

This application must be completed and returned, along with any additional data supporting your appeal of this petition, to this office before advertisement may be made for a public hearing. The person appealing this decision is required to appear in person at the public hearing.

DATE: 2/12/07 VARIANCE FILE NO. V-06-71

1. Name of appellant/applicant (print) MARY LI

   Mailing Address 4167 LILY Dr.

   City Spring Hill State FL Zip 34607 Phone 352-5960038

2. Legal description of property covered by this application 3079 Gulf winds Cir Hernando Beach. FL 34607

3. Highway and street boundaries

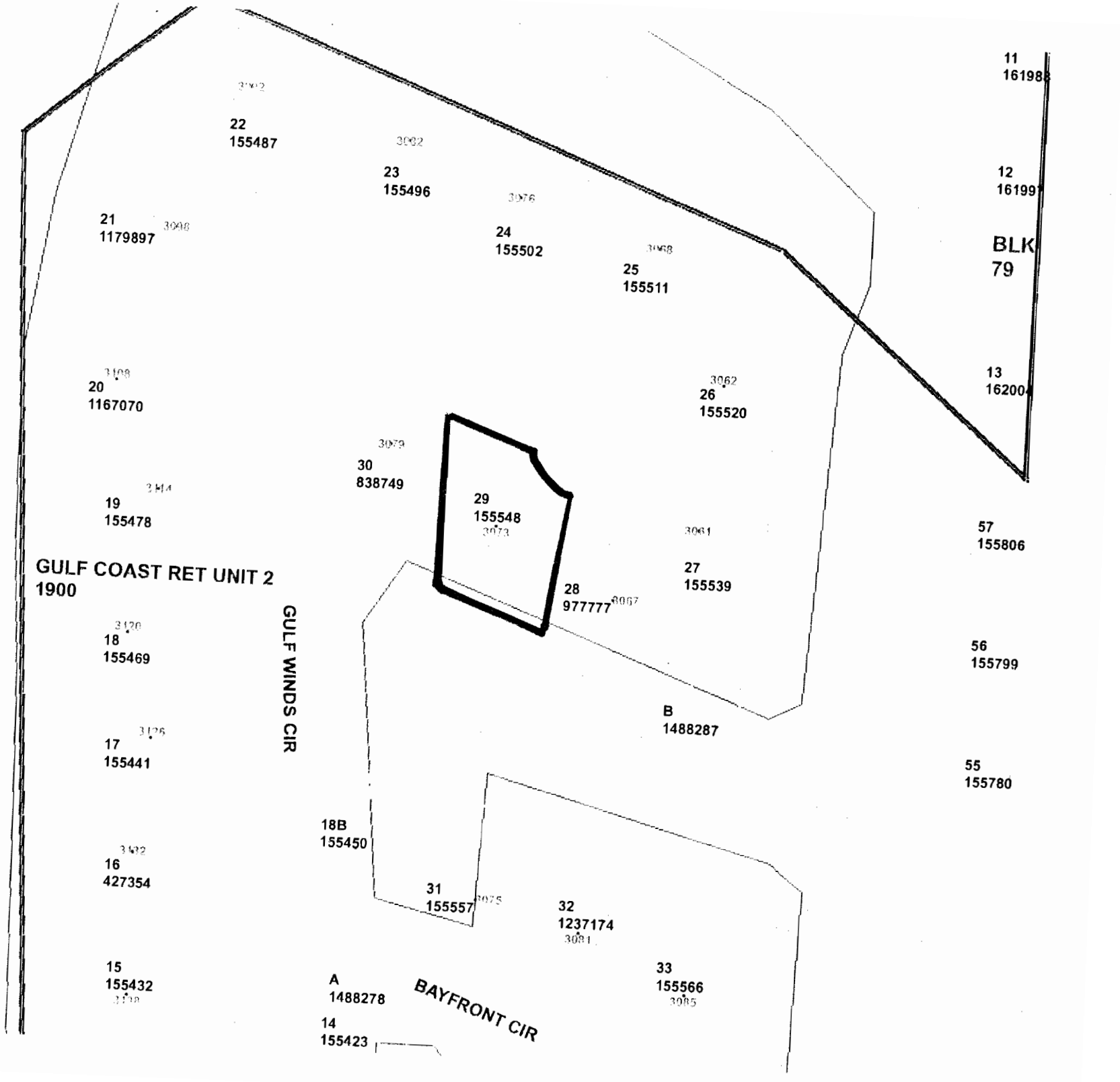
4. Reason for Appeal

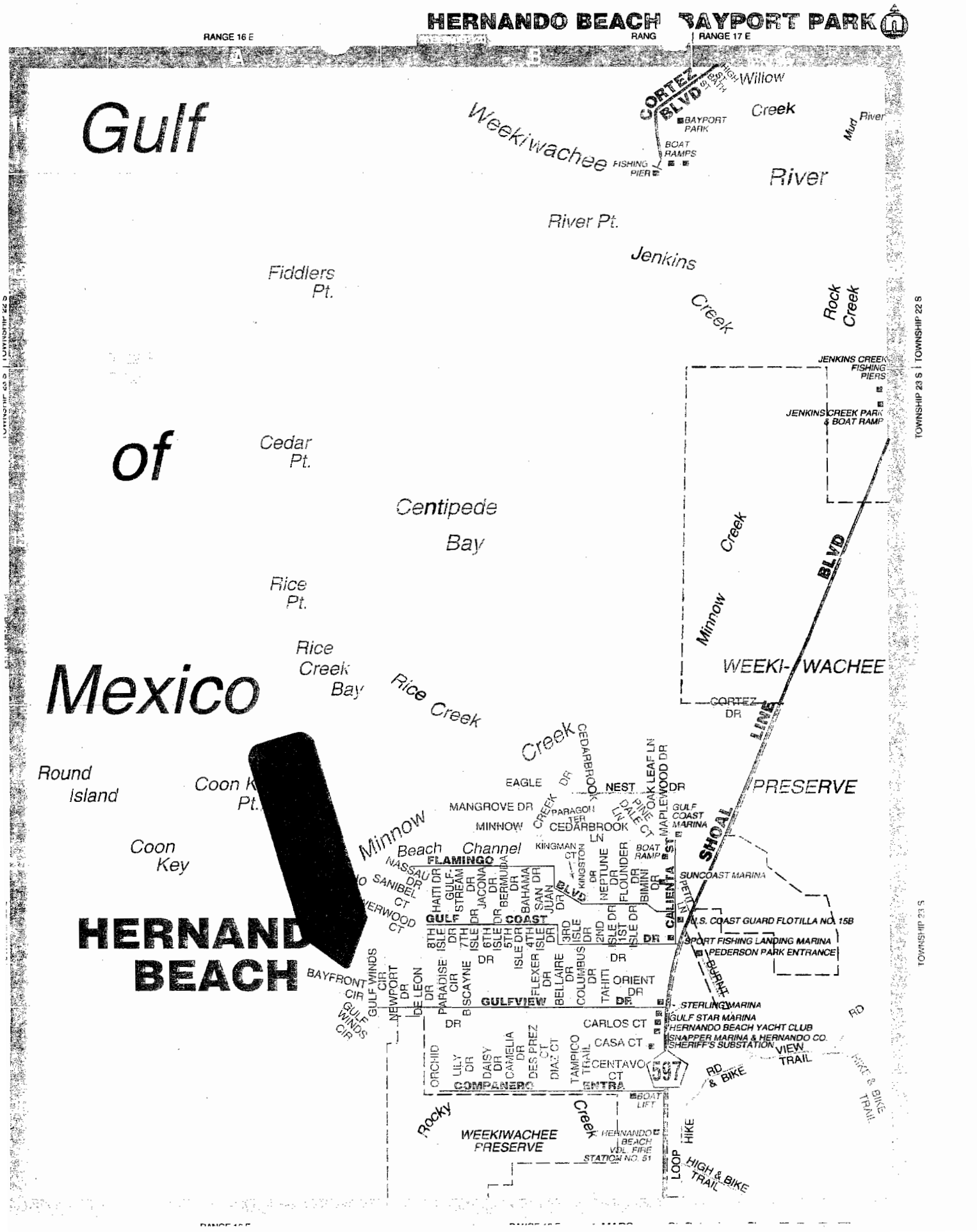
It will block the channel outlet and makes it very difficult to pass a bigger boat. There are many boat slips in side the area will need enough space to pass through

Attach additional pages if necessary to explain the reason you are appealing this request. Submit this form along with any additional documentation which you deem necessary to support your appeal.

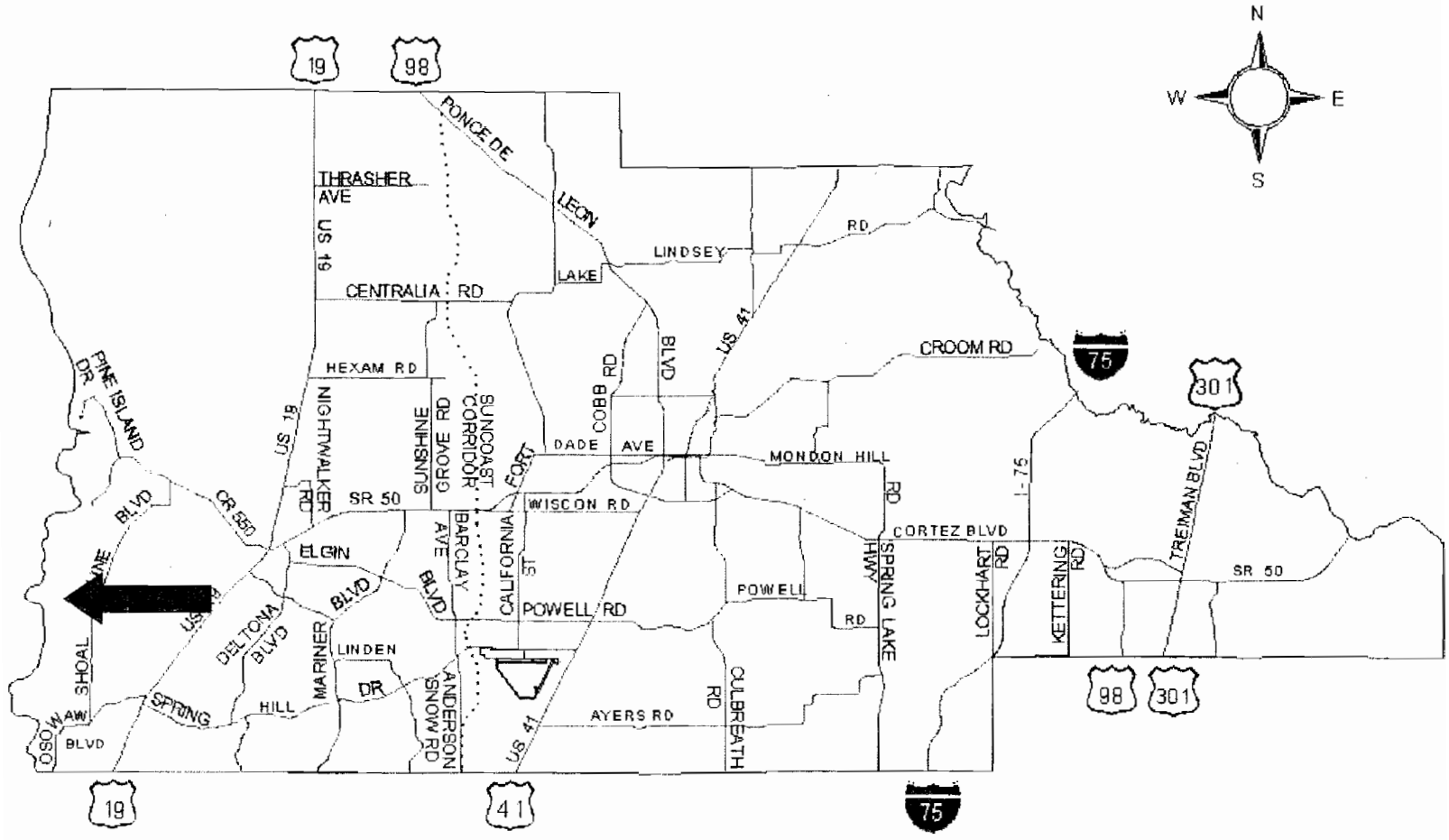
SIGNATURE

a:\appeal.frm


11
161988
22
155487
23
155496
12
161997
21
1179897
24
155502
BLK
79
25
155511
13
162004
20
1167070
26
155520
30
838749
29
155548
19
155478
57
155806
GULF COAST RET UNIT 2
1900
GULF WINDS CIR
28
977777
27
155539
18
155469
56
155799
B
1488287
17
155441
55
155780
18B
155450
16
427354
31
155557
32
1237174
15
155432
33
155566
A
1488278
BAYFRONT CIR
14
155423


HERNANDO BEACH
BAYPORT PARK
RANGE 16 E
RANGE 17 E
Gulf
of
Mexico
Weekiwachee River
Willow Creek
Mud River
CORTEZ BLVD
BAYPORT PARK
BOAT RAMPS
FISHING PIER
River Pt.
Jenkins Creek
Rock Creek
Fiddlers Pt.
Cedar Pt.
Centipede Bay
Rice Pt.
Rice Creek Bay
Rice Creek
Round Island
Coon Key
Coon K Pt.
Minnow Beach Channel
JENKINS CREEK FISHING PIERS
JENKINS CREEK PARK & BOAT RAMP
Minnow Creek
WEEKI-WACHEE
CORTEZ DR
U.S. 19 ALT
SHOAL LINE
PRESERVE
EAGLE NEST DR
MANGROVE DR
MINNOW CREEK
CEDARBROOK LN
PARAGON TER
OAK LEAF LN
MAPLEWOOD DR
PINE DALE CT
GULF COAST MARINA
BOAT RAMP
SUNCOAST MARINA
FLAMINGO
NASSAU DR
SANIBEL CT
HAITI DR
GULF-STREAM DR
JACONA DR
BERMUDA DR
BAHAMA DR
SAN JUAN DR
KINGSTON DR
NEPTUNE DR
FLOUNDER DR
BIMINI DR
CALIENTA ST
GULF COAST BLVD
U.S. COAST GUARD FLOTILLA NO. 15B
SPORT FISHING LANDING MARINA
PEDERSON PARK ENTRANCE
HERNANDO BEACH
BAYFRONT CIR
GULF WINDS CIR
NEWPORT DR
DE LEON DR
PARADISE CIR
BISCAYNE DR
8TH ISLE DR
7TH ISLE DR
6TH ISLE DR
5TH ISLE DR
4TH ISLE DR
3RD ISLE DR
2ND ISLE DR
1ST ISLE DR
FLEXER DR
BELLAIRE DR
COLUMBUS DR
TAHITI DR
ORIENT DR
GULFVIEW DR
THARPE
STERLING MARINA
GULF STAR MARINA
HERNANDO BEACH YACHT CLUB
SNAPPER MARINA & HERNANDO CO. SHERIFF'S SUBSTATION
CARLOS CT
CASA CT
CENTAVO CT
ENTRA
COMPANERO
ORCHID
LILY DR
DAISY DR
CAMELIA DR
DES PREZ CT
DIAZ CT
TAMPICO TRAIL
SR 50
VIEW TRAIL
BIKE & HIKE TRAIL
BOAT LIFT
Rocky Creek
WEEKIWACHEE PRESERVE
HERNANDO BEACH VOL. FIRE STATION NO. 51
HIKE & BIKE TRAIL LOOP
TOWNSHIP 23 S
TOWNSHIP 22 S

Hernando County, Florida



PREPARED BY: THE HERNANDO COUNTY PLANNING DEPARTMENT
PREPARED DATE: JUNE 2000

3 0 3 6 Miles

RESOLUTION NUMBER 2007-

WHEREAS, Hernando County has adopted zoning and land development regulations pursuant to Chapter 163 and Section 125.01(1), *Fla. Stat.*,which authorize the County to regulate the use of land in the unincorporated areas of Hernando County, Florida, and take action on the request herein; and,

WHEREAS, the Hernando County Board of County Commissioners (BOCC) conducted a duly advertised public hearing on April 24, 2007 to consider the requested dimensional variance on the specified parcel(s) in Hernando County, Florida, as more fully described below.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY, FLORIDA AS FOLLOWS:

APPLICANT: Roger and Tracie Maler **FILE NUMBER:** V-06-71

LEGAL DESCRIPTION: Lot 29, Gulf Coast Retreats Unit 2, as per plat thereof recorded in Plat Book 6, pages 89A-89B, public records of Hernando County, FL
Parcel ID# R12 223 16 1900 0000 0290 (Key # 155548).

GENERAL LOCATION: South side of Gulfwinds Circle, beginning of cul de sac

REQUEST: Granting a dimensional variance to allow an increase in the distance into a waterway from 12 feet to 21 feet for a dock and boatlift in connection with the subject parcel located in the R-1B zone. The representations contained in the owner's variance application are incorporated herein by reference and made a part hereof. For purposes herein, it is presumed that all requisite notice and advertising requirements have been satisfied.

FINDINGS OF FACT: ALL of the facts and conditions set forth in the County's staff memoranda and presented to the BOCC in connection with the public hearing in this matter are incorporated herein by reference and made a material part of this Resolution as integral to the BOCC's action. The BOCC finds that the testimony and record supporting approval of the requested dimensional variance to be credible and to constitute competent substantial evidence. In further support thereof, the BOCC makes the following specific Findings of Fact:

1. Granting the requested dimensional variance is in substantial conformity with the following:

   (a) That special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same zoning district ;

(b) That the special conditions and circumstances do not result from the actions of the applicant;

(c) That granting the variance requested will not confer on the applicant any special privilege that is denied by this ordinance to other lands, buildings, or structures in the same zoning district;

(d) That literal interpretation of the provisions of the ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the ordinance and would work unnecessary and undue hardship on the applicant;

(e) That the variance granted is the minimum variance that will make possible the reasonable use of the land, building or structure;

(f) That the granting of the variance will be in harmony with the general intent and purpose of the land development regulations and that such variance will not be injurious to the area involved or otherwise detrimental to the public welfare *(to wit, it has been determined that the additional distance into the canal will not create a navigational hazard for boat traffic and is necessary to avoid the rock shelf in front of the seawall.)*

2. The requested dimensional variance is consistent with the County's adopted Comprehensive Plan and land development regulations, subject to all conditions made a part of the public hearing in this matter and which conditions are incorporated herein by reference.

CONCLUSIONS OF LAW:

The BOCC is authorized to act on this matter pursuant to Chapters 125 and 163, *Fla. Stat.*, and Appendix A, Art. V, § 3, Hernando County Code of Ordinances. Accordingly, after public hearing and testimony, being fully advised in the record, and based upon competent substantial evidence, the BOCC makes the following specific conclusions of law:

1. The requested dimensional variance is consistent with the County's adopted Comprehensive Plan and land development regulations, subject to all conditions made a part of the public hearing in this matter and which conditions are incorporated herein by reference.

2. The dimensional variance, as granted herein, shall run with the land.

ACTION: After notice and public hearing, based upon the record in this matter and **ALL** of the findings of fact and conclusions of law above, the BOCC hereby APPROVES the requested dimensional variance to allow an increase in the distance into a waterway from 12 feet to 21 feet for a dock and boatlift in connection with the subject parcel located in a R-1B zone, and subject to all afore-referenced conditions.

ADOPTED IN REGULAR SESSION THE 24th DAY OF APRIL, 2007

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

Attest:_____ By:_____

KAREN NICOLAI
CLERK

JEFF STABINS
CHAIRMAN

(SEAL)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

BY _____
County Attorney's Office

STAFF REPORT
BCC Date: April 24, 2007

PETITIONER: Roger and Tracie Maler

FILE NUMBER: V-06-71

PURPOSE: Variance to Increase the Distance into a Waterway for a Boatlift

GENERAL LOCATION: South side of Gulfwinds Circle, beginning of cul de sac

CURRENT ZONING: R-1B

ORDINANCE STANDARDS

Maximum	Requested	Variance Requested
12'	21'	9'

Letters received: 2 (Opposed)

STAFF FINDINGS:

SURROUNDING ZONING	SURROUNDING LAND USE
North: R-1B	North: Residential
South: R-1B	South: Canal
East: R-1B	East: Residential
West: R-1B	West: Residential

1. The petitioner is requesting a variance to install a dock and a boat lift on a canal behind their residential lot. The lot is presently vacant and located on a canal in Hernando Beach.

2. The subject parcel measures approximately 106' by 70'.

3. The petitioner is proposing to extend the dock to 16 feet and the boat lift to 21 feet. The petitioner's representative has stated that the reason for this request is to avoid the shelf of rock in front of the seawall.

4. Waterway Maintenance Division has reviewed the variance application and has visited the site and have determined that the 21 feet into the canal will not be a navigational hazard in this area. There have been two appeals filed by residents of the area opposing the notice of intent to approve this request.

STAFF RECOMMENDATION: That the Board of County Commissioners review the above request and approve same because it will not be a navigational hazard and is necessary to avoid the rock shelf in front of the seawall.

"MINUTES OF"

APR 24 2007

AGENDA ITEM I 3

VARIANCE APPEAL

APPLICATION FOR PUBLIC HEARING BY HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS

This application must be completed and returned, with all exhibits and other items listed on page 1 of the instruction sheet, to this office before advertisement may be made for a public hearing. Bear in mind that the variance requested must be justified and the mere filing of the application or appearance at the public hearing does not assure approval of said application. The applicant is required to appear in person or by agent at the public hearing.

Are any other applications pending? (rezoning, conditional use, special exception, vacation of right-of-way, etc.) ☐ Yes ☒ No

If yes, please indicate type of application MARINE CONSTRUCTION ORDINANCE

DATE 10/30/06

1. Name of applicant (print) ROGER + TRACIE MALER

   Mailing Address 299 S. WALNUT BEND STE 101 CORDOVA

   City CORDOVA State TN Zip 38018-7281 Phone

2. Legal description of property covered by this application

   R12 223 16 1900 0000 0290

   Section 12 Township 23 Range 16

3. Size of property covered by this application

4. Highway and street boundaries GULFWIND CIRCLE · GULFWIND DRIVE

5. Zoning district classification RESIDENTIAL

6. Variance being requested ADDITIONAL 9' INTO CANAL TO ALLOW FOR CONSRUCTION OF A BOATLIFT

The undersigned understands this application and all other applicable items listed on page 1 of the instruction sheet must be submitted completely and accurately before a hearing can be advertised.

SIGNATURE Marcia Maler

DESCRIPTION OF VARIANCE REQUEST

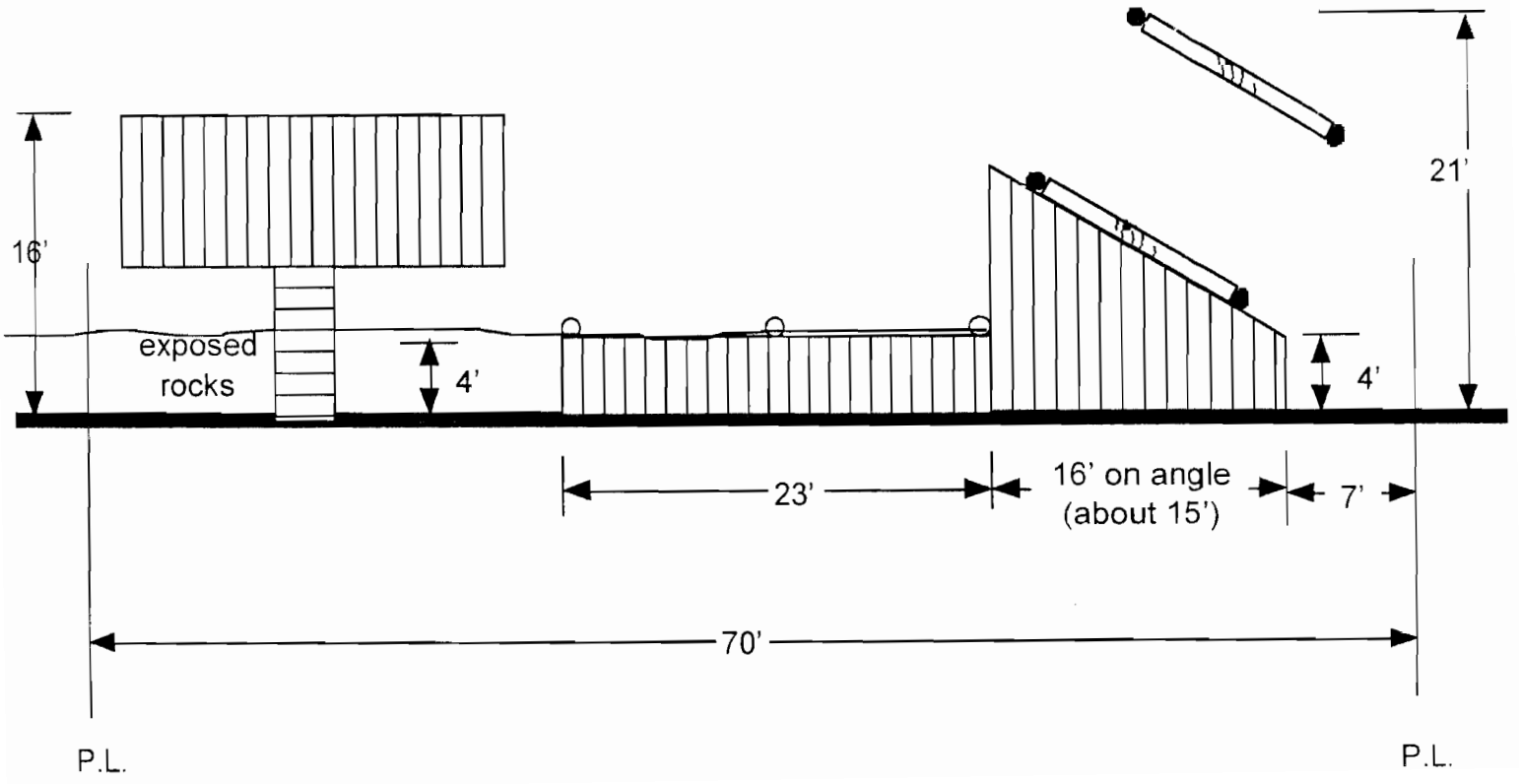
The current ordinance (Article V Marine Construction Code) only allows a "dock" to extend 12' into a waterway that is between 76' to 99' wide.

The Maler's canal is approximately 84' wide. The lot is vacant and no structure currently exists. We propose to install a boatlift that will extend 21' into the canal, and a floating dock that will extend 16' into the canal. The variance request will allow us to avoid the shelf of rock in front of the seawall. There will still be ample room for navigation.

For: Roger Maler
3073 Gulfwinds Cir.
Hernando Beach, FL 34607
From: Gulfside Docks Corp.
www.GulfsideDocks.com
Glenn Dahn
(352) 596-1350
(727) 847-4300
Glenn@GulfsideDocks.com
Date: 10/30/06

North

DISTANCE ACROSS CANAL IS 28yds or 84'
MAX DISTANCE ALLOWED OUT IS 12'
WITHOUT A VARIANCE



...WATER TAXI MAINTENANCE DIVISION
PERMIT APPLICATION REVIEW

DATE: 12-28-06 APPLICATION #: VARIANCE

ADDRESS OF JOB SITE: 3073 GRIFFINS CIR

PROPERTY OWNER: Roger MAIER

CONTRACTOR: Griffin Docks

DATE OF INSPECTION: 12-28-06

PRE-CONSTRUCTION PHOTOS INCLUDED: YES

DATE TAKEN: 12-28-06 DATE E-MAILED TO WW ADMIN: 12-28-06

COMMENTS:

The FAR Pole will not extend more than 21 FT. This is not a Hazard to Navigation or Neighbors

APPROVED ☐ APPROVED W/ ABOVE STIPULATIONS ☒ DENIED ☐

APPLICATION REVIEWED BY Jim Britt

DATE REVIEWED: 12-28-06 DATE FAXED TO WW ADMIN:

PLEASE NOTE:
This approval does not exclude the need for any other Federal or State permits that may be required.

WATERWAYS ADMINISTRATION USE ONLY

Date Faxed to Building Department: B-ville 1-2-07

Date Filed: Back Up Documentation Received: ☒ Yes ☐ No P/C

Comments:

RECEIVED 2007 JAN 29 11:37

E:\WPDATA\BMD\Waterways\PermitFormLW.11

Judy G.
TO: Gary Fisher

FAXED 01/02/07

RECEIVED

FEB 13 2007

HERNANDO COUNTY
DEVELOPMENT DEPT

VARIANCE APPEAL

APPLICATION FOR PUBLIC HEARING BY HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS

This application must be completed and returned, along with any additional data supporting your appeal of this petition, to this office before advertisement may be made for a public hearing. The person appealing this decision is required to appear in person at the public hearing.

DATE: 2/10/07 VARIANCE FILE NO. V-06-71

1. Name of appellant/applicant (print) JOHN DEPASQUALE
   Mailing Address 3126 GULF WINDS CIR
   City HERNANDO BEACH State FL Zip 34607 Phone 352-263-1375
2. Legal description of property covered by this application
   R12 223 16 1900 00B0 0000 KEY 01488287
3. Highway and street boundaries GULF WINDS CIR.
4. Reason for Appeal
   New boat lift will extend about a third into the channel preventing ingress and egress of my boat and others. See enclosed.

Attach additional pages if necessary to explain the reason you are appealing this request. Submit this form along with any additional documentation which you deem necessary to support your appeal.

SIGNATURE John J. DePasquale

a:\appeal.frm

RECEIVED

FEB 13 2007

HERNANDO COUNTY DEVELOPMENT DEPT.

VARIANCE APPEAL

APPLICATION FOR PUBLIC HEARING BY HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS

This application must be completed and returned, along with any additional data supporting your appeal of this petition, to this office before advertisement may be made for a public hearing. The person appealing this decision is required to appear in person at the public hearing.

DATE: 2/12/07 VARIANCE FILE NO. V-06-71

1. Name of appellant/applicant (print) MARY LI

   Mailing Address 4167 LILY DR.

   City Spring Hill State FL Zip 34607 Phone 352-5960038

2. Legal description of property covered by this application 3079 Gulf winds Cir Hernando Beach, FL 34607

3. Highway and street boundaries

4. Reason for Appeal

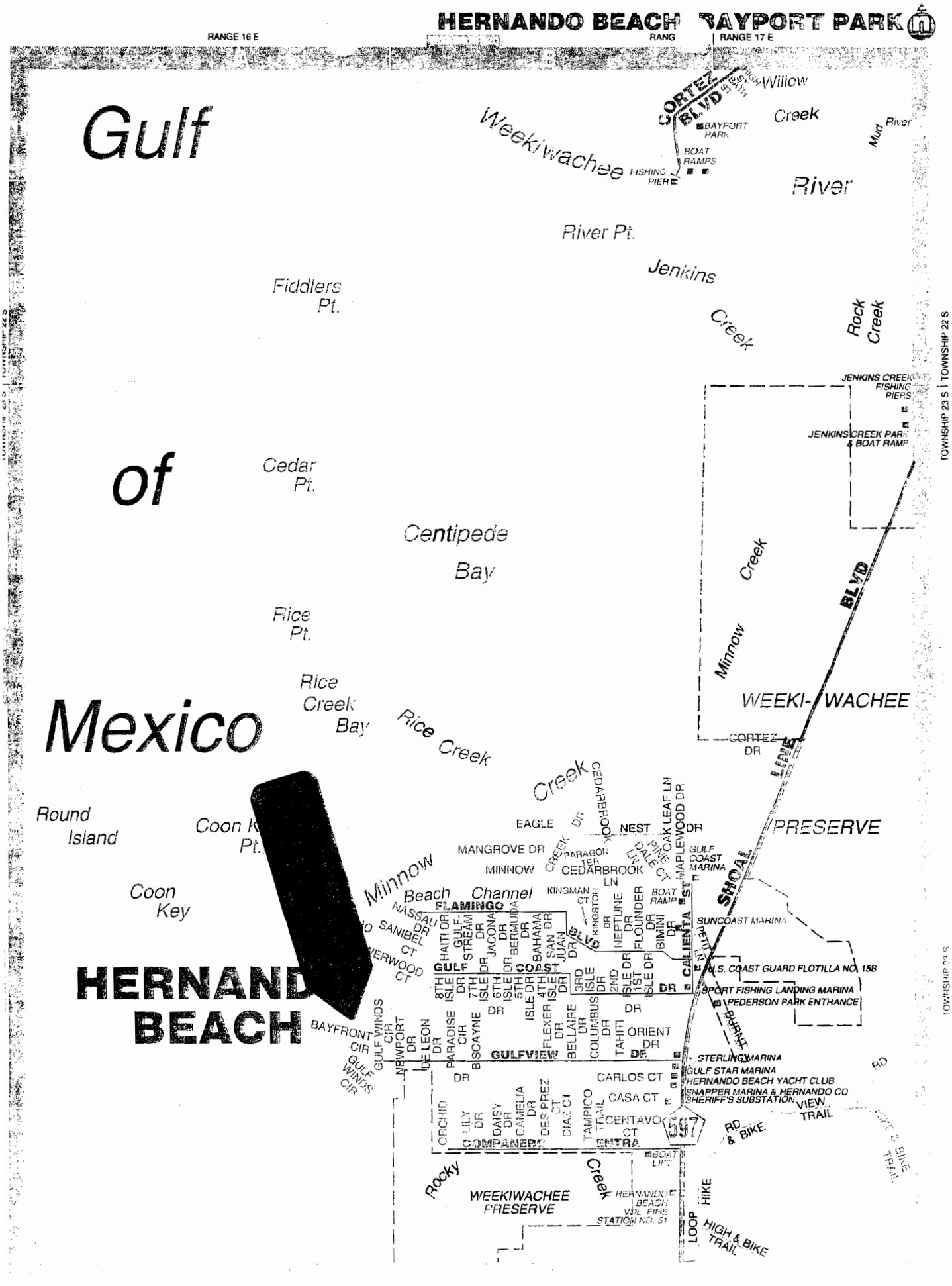
It will block the channel outlet and makes it very difficult to pass a bigger boat. There are many boat slips in side the area will need enough space to pass through

Attach additional pages if necessary to explain the reason you are appealing this request. Submit this form along with any additional documentation which you deem necessary to support your appeal.

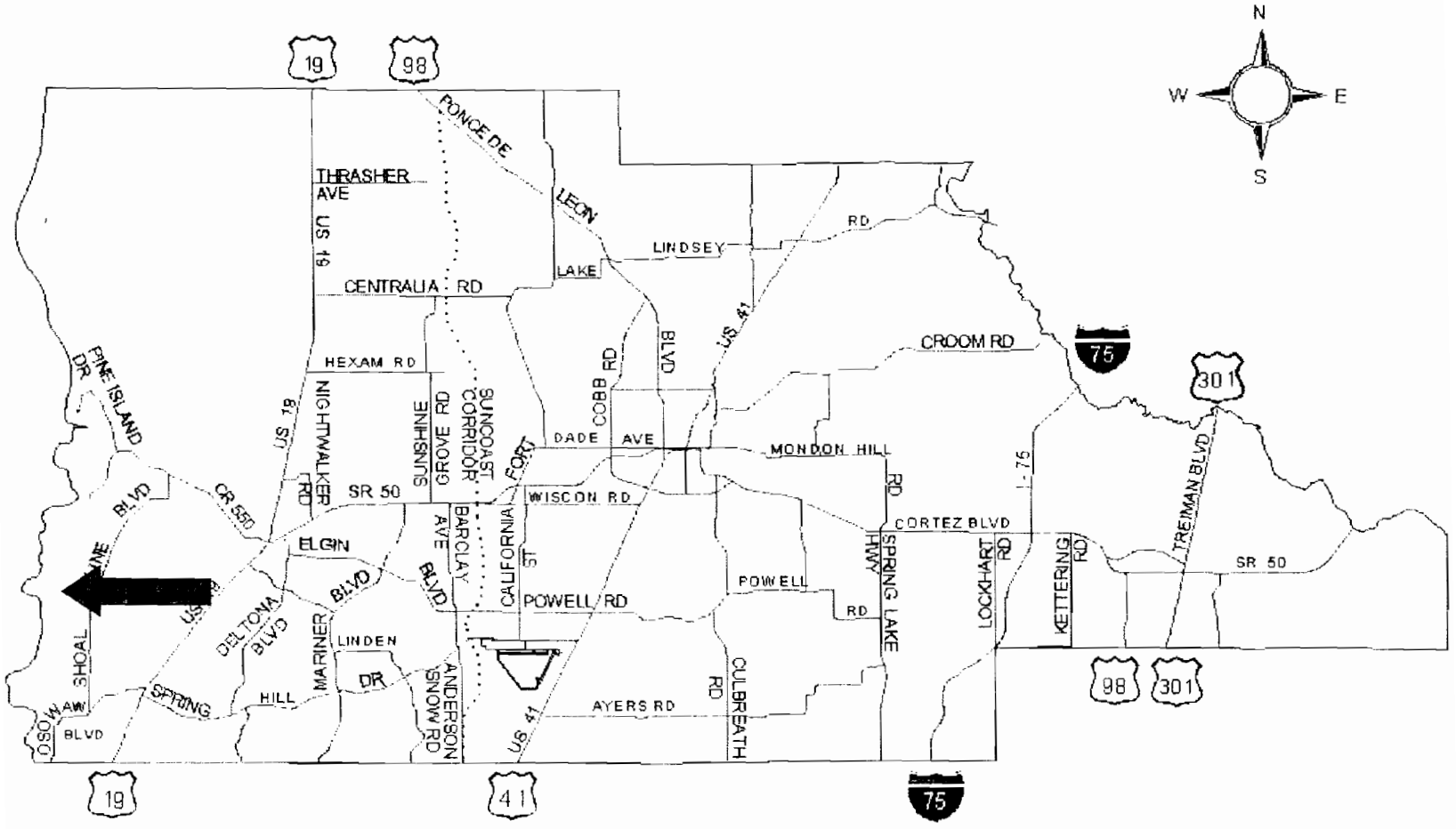
SIGNATURE

a:\appeal.frm

11
161988
22
155487
23
155496
12
161997
21
1179897
24
155502
BLK
79
25
155511
20
1167070
26
155520
13
162004
30
838749
29
155548
19
155478
57
155806
GULF COAST RET UNIT 2
1900
GULF WINDS CIR
28
977777
27
155539
18
155469
56
155799
B
1488287
17
155441
55
155780
18B
155450
16
427354
31
155557
32
1237174
15
155432
A
1488278
BAYFRONT CIR
33
155566
14
155423


HERNANDO BEACH
BAYPORT PARK
RANGE 16 E
RANGE 17 E
Gulf
of
Mexico
Weekiwachee
River
Willow
Creek
Mud River
CORTEZ BLVD
BAYPORT PARK
BOAT RAMPS
FISHING PIER
River Pt.
Jenkins
Creek
Rock Creek
Fiddlers Pt.
Cedar Pt.
Centipede Bay
Rice Pt.
Rice Creek Bay
Rice Creek
Round Island
Coon Key
Coon K Pt.
Minnow Beach Channel
Minnow Creek
JENKINS CREEK FISHING PIERS
JENKINS CREEK PARK & BOAT RAMP
WEEKI-WACHEE
CORTEZ DR
PRESERVE
SHOAL LINE
EAGLE NEST DR
MANGROVE DR
MINNOW CREEK
CEDARBROOK LN
PARAGON PL
OAK LEAF LN
MAPLEWOOD DR
GULF COAST MARINA
BOAT RAMP
SUNCOAST MARINA
U.S. COAST GUARD FLOTILLA NO. 15B
SPORT FISHING LANDING MARINA
PEDERSON PARK ENTRANCE
STERLING MARINA
GULF STAR MARINA
HERNANDO BEACH YACHT CLUB
SNAPPER MARINA & HERNANDO CO. SHERIFF'S SUBSTATION
VIEW TRAIL
HIKE & BIKE TRAIL
HIKE & BIKE TRAIL LOOP
BOAT LIFT
HERNANDO BEACH VOL. FIRE STATION NO. 51
WEEKIWACHEE PRESERVE
Rocky Creek
NASSAU DR
SANIBEL CT
WINDERMERE CT
HAITI DR
GULF-STREAM DR
JACONA DR
BERMUDA DR
BAHAMA DR
SAN JUAN DR
KINGSTON DR
NEPTUNE DR
FLOUNDER DR
BIMINI DR
CALIENTA ST
GULF COAST BLVD
8TH ISLE DR
7TH ISLE DR
6TH ISLE DR
5TH ISLE DR
4TH ISLE DR
3RD ISLE DR
2ND ISLE DR
1ST ISLE DR
GULFVIEW DR
BAYFRONT CIR
GULF WINDS CIR
NEWPORT DR
DE LEON DR
PARADISE CIR
BISCAYNE DR
FLEXER DR
BELLAIRE DR
COLUMBUS DR
TAHITI DR
ORIENT DR
CARLOS CT
CASA CT
TAMPICO TRAIL
CENTAVO CT
ENTRA
COMPANERO
ORCHID DR
LILY DR
DAISY DR
CAMELIA DR
DES PREZ CT
DIAZ CT
597
TOWNSHIP 23 S
TOWNSHIP 22 S

Hernando County, Florida



PREPARED BY: THE HERNANDO COUNTY PLANNING DEPARTMENT
PREPARED DATE: JUNE 2000

1208

2150 (B)

R Rm 131

Doc# 2007028760
Hernando County, Florida
04/26/2007 2:41PM
KAREN NICOLAI, Clerk

RESOLUTION NUMBER 2007-134

WHEREAS, Hernando County has adopted zoning and land development regulations pursuant to Chapter 163 and Section 125.01(1), *Fla. Stat.*,which authorize the County to regulate the use of land in the unincorporated areas of Hernando County, Florida, and take action on the request herein; and,

WHEREAS, the Hernando County Board of County Commissioners (BOCC) conducted a duly advertised public hearing on April 24, 2007 to consider the requested dimensional variance on the specified parcel(s) in Hernando County, Florida, as more fully described below.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY, FLORIDA AS FOLLOWS:

APPLICANT: Roger and Tracie Maler **FILE NUMBER:** V-06-71

OFFICIAL RECORDS
BK: 2433 PG: 1020

LEGAL DESCRIPTION: Lot 29, Gulf Coast Retreats Unit 2, as per plat thereof recorded in Plat Book 6, pages 89A-89B, public records of Hernando County, FL
Parcel ID# R12 223 16 1900 0000 0290 (Key # 155548).

GENERAL LOCATION: South side of Gulfwinds Circle, beginning of cul de sac

REQUEST: Granting a dimensional variance to allow an increase in the distance into a waterway from 12 feet to 21 feet for a dock and boatlift in connection with the subject parcel located in the R-1B zone. The representations contained in the owner's variance application are incorporated herein by reference and made a part hereof. For purposes herein, it is presumed that all requisite notice and advertising requirements have been satisfied.

FINDINGS OF FACT: ALL of the facts and conditions set forth in the County's staff memoranda and presented to the BOCC in connection with the public hearing in this matter are incorporated herein by reference and made a material part of this Resolution as integral to the BOCC's action. The BOCC finds that the testimony and record supporting approval of the requested dimensional variance to be credible and to constitute competent substantial evidence. In further support thereof, the BOCC makes the following specific Findings of Fact:

1. Granting the requested dimensional variance is in substantial conformity with the following:

   (a) That special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same zoning district ;

(b) That the special conditions and circumstances do not result from the actions of the applicant;

(c) That granting the variance requested will not confer on the applicant any special privilege that is denied by this ordinance to other lands, buildings, or structures in the same zoning district;

(d) That literal interpretation of the provisions of the ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the ordinance and would work unnecessary and undue hardship on the applicant;

(e) That the variance granted is the minimum variance that will make possible the reasonable use of the land, building or structure;

(f) That the granting of the variance will be in harmony with the general intent and purpose of the land development regulations and that such variance will not be injurious to the area involved or otherwise detrimental to the public welfare *(to wit, it has been determined that the additional distance into the canal will not create a navigational hazard for boat traffic and is necessary to avoid the rock shelf in front of the seawall.)*

2. The requested dimensional variance is consistent with the County's adopted Comprehensive Plan and land development regulations, subject to all conditions made a part of the public hearing in this matter and which conditions are incorporated herein by reference.

CONCLUSIONS OF LAW:

The BOCC is authorized to act on this matter pursuant to Chapters 125 and 163, *Fla. Stat.*, and Appendix A, Art. V, § 3, Hernando County Code of Ordinances. Accordingly, after public hearing and testimony, being fully advised in the record, and based upon competent substantial evidence, the BOCC makes the following specific conclusions of law:

1. The requested dimensional variance is consistent with the County's adopted Comprehensive Plan and land development regulations, subject to all conditions made a part of the public hearing in this matter and which conditions are incorporated herein by reference.

2. The dimensional variance, as granted herein, shall run with the land.

ACTION: After notice and public hearing, based upon the record in this matter and **ALL** of the findings of fact and conclusions of law above, the BOCC hereby APPROVES the requested dimensional variance to allow an increase in the distance into a waterway from 12 feet to 21 feet for a dock and boatlift in connection with the subject parcel located in a R-1B zone, and subject to all afore-referenced conditions.

ADOPTED IN REGULAR SESSION THE 24th DAY OF APRIL, 2007

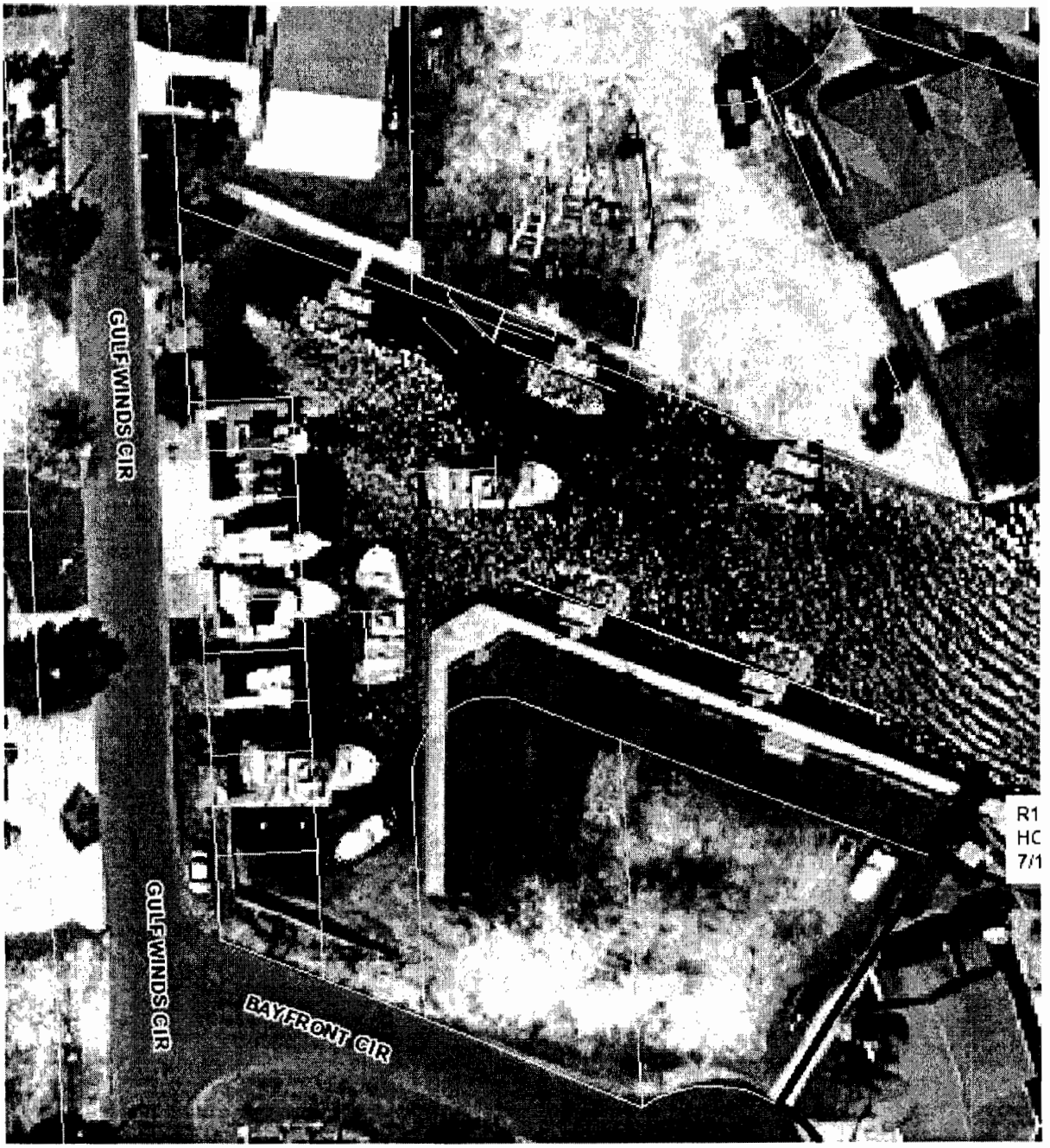
BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

Attest: _____
KAREN NICOLAI
CLERK

By: _____
JEFF STABINS
CHAIRMAN

(SEAL)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY _____
County Attorney's Office

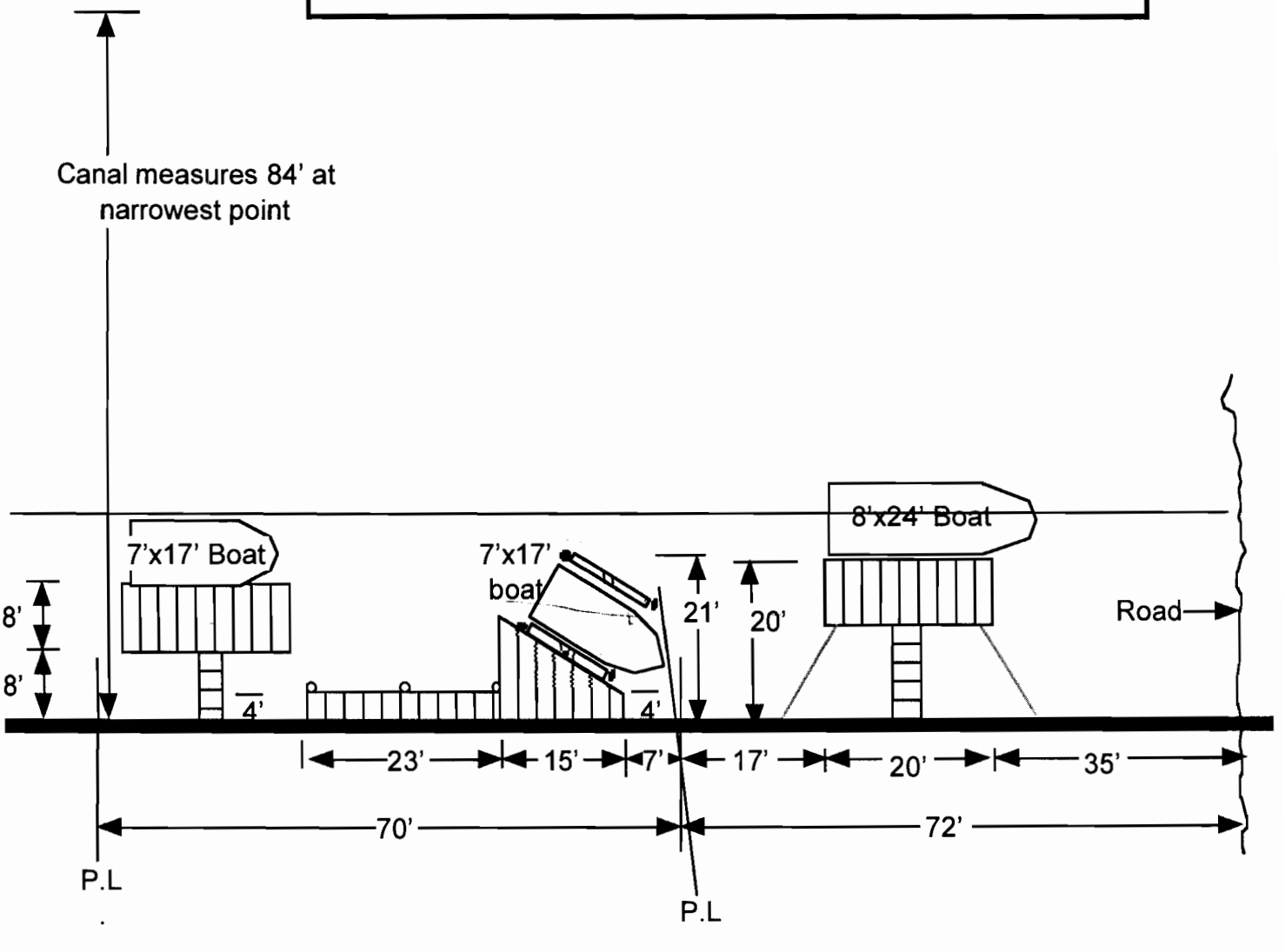


Main Variance V-06-71

To Whom it may concern,
I have reviewed the project as proposed below.
I do not feel it would be a hazard to navigation, and I do not object its construction as proposed.

Signed John Giordano

John Giordano
3132 Gulf Winds Cir.
Hernando Beach, Fl, 34607
PH # 352-597-3685

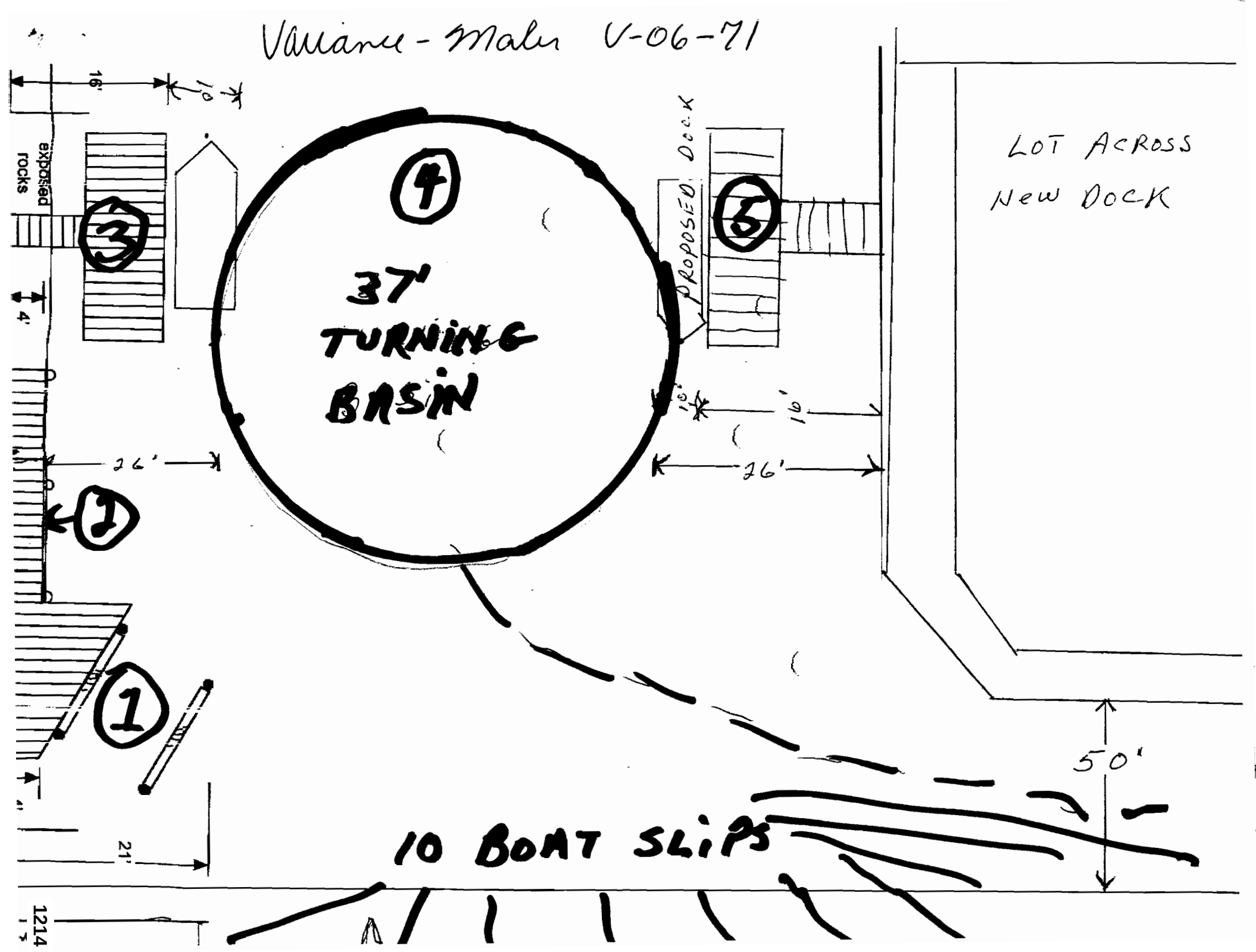


Roger Maler
3073 Gulfwinds Cir.
Hernando Beach, FL 34607

Mary M. Li
3079 Gulf Winds Cir.
Hernando Beach, FL. 34607

3/20/07

Variance - Maler V-06-71


Variance - Mahr V-06-71
16'
10'
exposed rocks
4'
24'
4
3
37'
TURNING
BASIN
PROPOSED Dock
6
LOT ACROSS
NEW DOCK
10'
19'
26'
2
1
50'
21'
10 BOAT SLIPS
1214

Variance - Mail V-06-71

4/19/07

To Whom it May Concern

My name is John Currie I reside at 3098 Gulf Winds Circle lot 21 + 21B Unit 2. I wish to protest file number V-06-71 to increase distance into waterway. This proposal will hinder my access by boat to the Gulf of Mexico. You must consider the property directly across the canal will someday install a dock with a boat tied up to it narrowing the canal access. Please accept this letter as I have to travel out of town for medical treatment

Thank You
John Currie
John Currie
JOHN P. CURRIE

X _____ 4-19-07
NOTARY DATE

NOTARY PUBLIC-STATE OF FLORIDA
SARAH MESSINA
COMMISSION # DD395176
EXPIRES: FEB. 09, 2009
Bonded Thru Atlantic Bonding Co., Inc.

Board of County Commissioners

Hernando County Development Services
789 Providence Boulevard
Brooksville, Florida 34601

Visit Us on the Internet:
www.co.hernando.fl.us

❑ Permitting / Zoning	352-754-4050	Fax:	352-754-4416
❑ Commercial Dev.	352-754-4096	Fax:	352-754-4151
❑ Contractor Licensing	352-754-4109	Fax:	352-754-4159

NOTICE OF PUBLIC HEARING
HERNANDO COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

The Board of County Commissioners will hold a Public Hearing to consider a variance request on **April 24, 2007, at 10:00 a.m.** in the John Law Ayers County Commission Chambers, Government Complex, 20 N. Main Street, Brooksville, Florida.

PETITIONER: Roger and Tracie Maler

FILE NUMBER: V-06-71

PURPOSE: Variance to Increase the Distance into a Waterway for a boatlift

GENERAL LOCATION: South side of Gulfwinds Circle, beginning of cul de sac

LEGAL: Lot 29, Gulf Coast Retreats Unit 2, as per plat thereof recorded in Plat Book 6, pages 89A-89B, public records of Hernando County, FL

You are further advised that if a person decides to appeal any decision made by the Board with respect to any matter considered at such meeting or hearing, he will need a record of the proceedings, and that, for such purpose, he may need to ensure a verbatim record of the proceedings is made which record includes the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities Act, persons with disabilities needing a special accommodation to participate in this proceeding should contact County Administration, 20 N. Main Street Room 460, Brooksville, FL 34601, telephone 352-754-4000, no later than three (3) days prior to the proceedings. If hearing impaired, telephone (TDD) 1-800-676-3777.

Any person wishing to be heard on this matter may be present to speak for or against this application. If you have any questions regarding this issue please contact the Zoning Division at 754-4050.

/s/ Gary L. Fisher

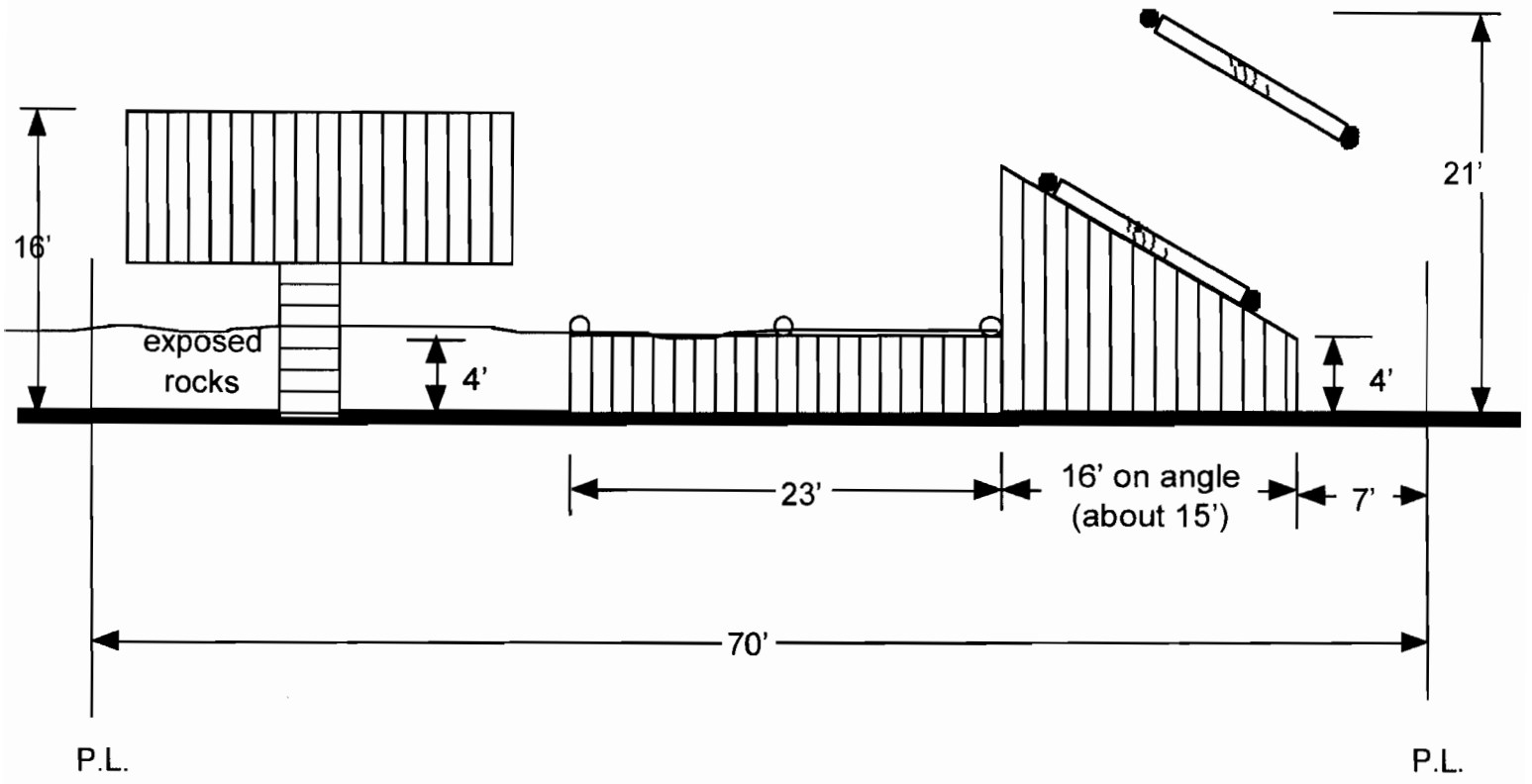
Gary L. Fisher
Zoning Administrator

jag

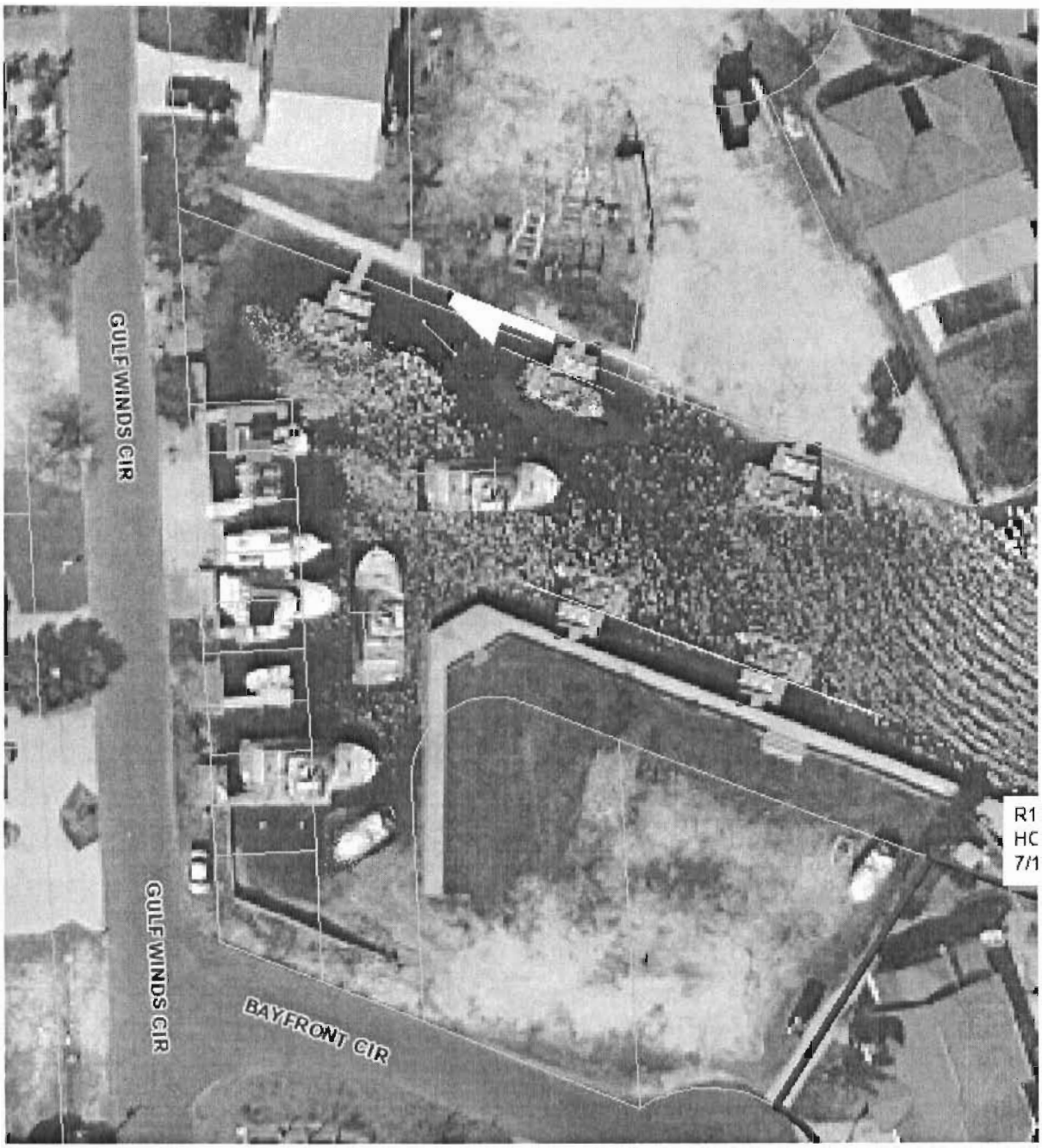
For: Roger Maler
3073 Gulfwinds Cir.
Hernando Beach, FL 34607
From: Gulfside Docks Corp.
www.GulfsideDocks.com
Glenn Dahn
(352) 596-1350
(727) 847-4300
Glenn@GulfsideDocks.com
Date: 10/30/06

North

DISTANCE ACROSS CANAL IS 28yds or 84'
MAX DISTANCE ALLOWED OUT IS 12'
WITHOUT A VARIANCE

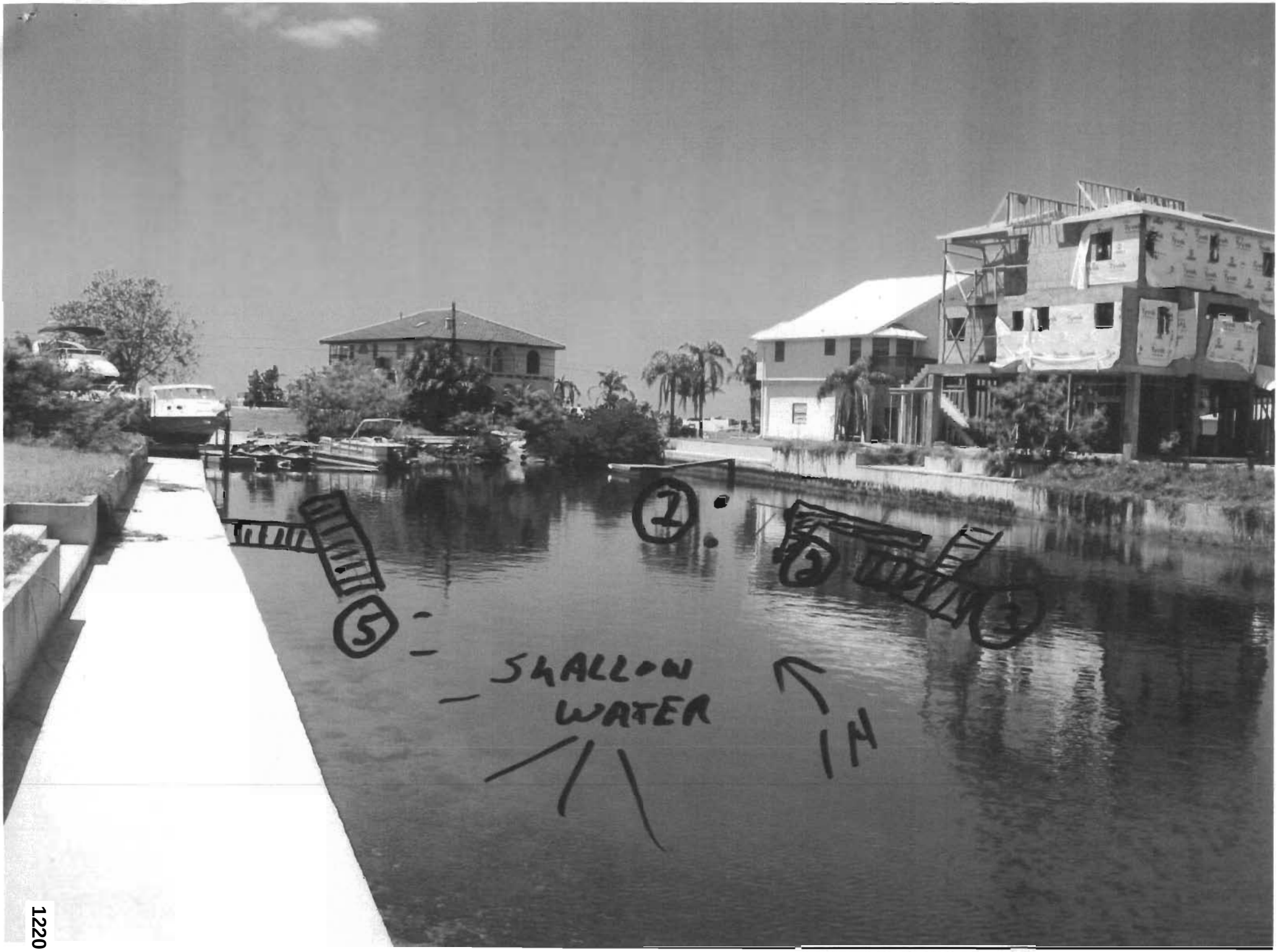


Variance - Maler V-06-07



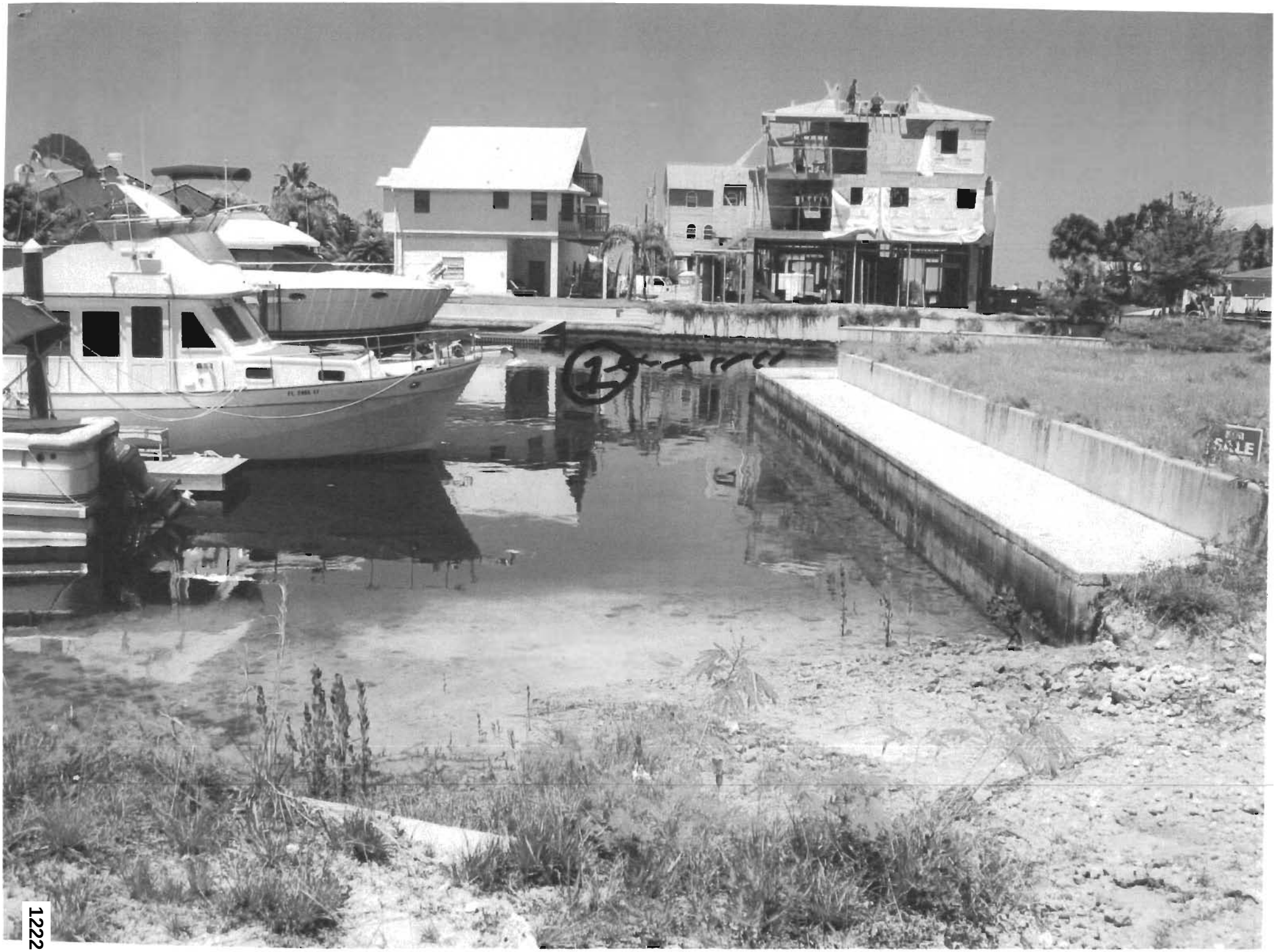
Variance - Main V-06-71

1219

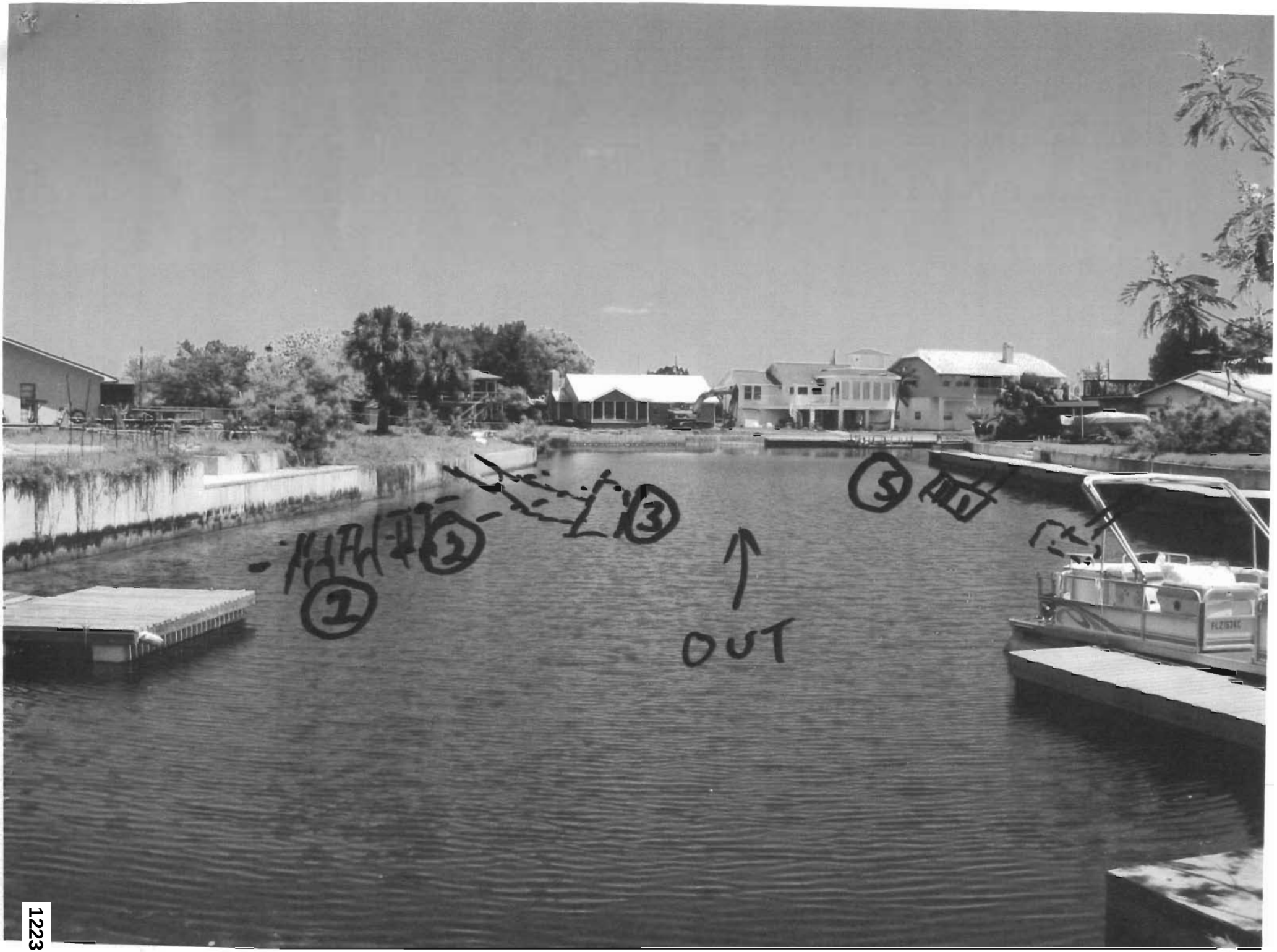


1220

1221



1222



1223

1224

V-06-71

Main Variance

STAFF REPORT
BCC Date: April 24, 2007

PETITIONER: Susan Townsend

FILE NUMBER: V-07-05

PURPOSE: Variance to Reduce Side Setback Requirement

GENERAL LOCATION: North side of Sumter Drive, approximately 300 feet east of Ivy Hill Lane

CURRENT ZONING: R-1B

ORDINANCE STANDARDS

Required	Requested	Variance Requested
10'	8.80'	1.2'

Letters received: 1 petition with 6 signatures in favor

STAFF FINDINGS:

SURROUNDING ZONING	SURROUNDING LAND USE
North: R-1B	North: Residential
South: R-1B	South: Residential
East: R-1B	East: Residential
West: R-1B	West: Vacant

1. The petitioner is requesting a variance to reduce the side setback from 10' to 8.80' to place an addition onto an existing single family home which would also connect a detached garage to the single family home.

2. The subject parcel measures approximately 120' by 130' and is located in the Rolling Acres Subdivision. The parcel presently has a single family home and a detached garage located on it. The petitioner is proposing to place a triangular shaped addition between the house and the detached garage.

3. The present ordinance standards require the primary structure to be 10' from the side property line and the detached garage to be 5' from the side property line. Attaching the two structures will create one primary structure and will be required to meet the 10' side setback requirement.

STAFF RECOMMENDATION: That the Board of County Commissioners review the above request and deny same because the hardship is self imposed and is not emanating from the land.

AGENDA ITEM I 4.

VARIANCE APPEAL

APPLICATION FOR PUBLIC HEARING BY HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS

This application must be completed and returned, with all exhibits and other items listed on page 1 of the instruction sheet, to this office before advertisement may be made for a public hearing. Bear in mind that the variance requested must be justified and the mere filing of the application or appearance at the public hearing does not assure approval of said application. The applicant is required to appear in person or by agent at the public hearing.

Are any other applications pending? (rezoning, conditional use, special exception, vacation of right-of-way, etc.) ☑Yes ☐No

If yes, please indicate type of application (1) ~~Deck, garage - electric~~ Add garage to home (2) Record lot angle

DATE 1-22-07

1. Name of applicant (print) Susan Townsend

   Mailing Address 6158 Sumter Dr

   City Brooksville State Fl Zip 34602 Phone 754-2972

2. Legal description of property covered by this application Lot 27 & ½ 26 BLK B Rolling Acres Unit 5

   Section 3 Township ~~23~~ 23 Range 20

3. Size of property covered by this application 120 Long / 150 wide

4. Highway and street boundaries

5. Zoning district classification

6. Variance being requested Addition 2 rooms / add garage to standing home. Add garage to standing home 2 rooms

The undersigned understands this application and all other applicable items listed on page 1 of the instruction sheet must be submitted completely and accurately before a hearing can be advertised.

SIGNATURE Susan Townsend

SUSAN TOWNSEND
6158 SUMPTER DR.
BR01OOKSVILLE, FL, 34601

GARY FISHER
HERNANNDO COUNTY
DEVELOPMENT DEPARTMENT
BROOKSVILLE, FL, 34602

Dear Mr. Gary Fisher;

I Susan Townsend ask the county for a variance at 6158 Sumter Drive in Brooksville FL, due to the fact that I built the garage to close to the ten foot marker.

I would like to add the garage to the home. The way the home is built there is a gap. The rooms would be at a angle from the home to the garage. It is off about 1 foot 3 inches The plans are in the building department, 555777, Brooksville office.

I did go to the neighbors to let them know about what I wish to do to my home. I asked them for their permission. They would like to see the home done. I would appreciate if you would grant this request. See attached signed letter with the neighbors signatures saying they agree. Thank you for time.

Sincerely,

Susan Townsend 1-22-2007

VARIANCE APPEAL

APPLICATION FOR PUBLIC HEARING BY HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS

This application must be completed and returned, along with any additional data supporting your appeal of this petition, to this office before advertisement may be made for a public hearing. The person appealing this decision is required to appear in person at the public hearing.

DATE: 3-14-7 VARIANCE FILE NO. V-07-05 V0705

1. Name of appellant/applicant (print) Susan Townsend
   Mailing Address 6158 Sumter DR
   City Brooksville State FL Zip 34602 Phone 7542872
2. Legal description of property covered by this application Lot 27 & W ½ Lot 26 Block B of Rolling Acres Subdivision, Unit 5 Parcel R03-123-20-1190-000B-0270 / 6158 Sumter DR Brooksville
3. Highway and street boundaries
4. Reason for Appeal I Was denyed Variance on home at Sumter DR, To add 2 rooms I was only asking about 1 foot of my own 10 foot mark, I now ask permission from the County of Hernando to grant this request.

Attach additional pages if necessary to explain the reason you are appealing this request. Submit this form along with any additional documentation which you deem necessary to support your appeal.

SIGNATURE Susan Townsend

a:\appeal.frm

1-22-2007

I Susan Longfeno ask;
Hernando County Variance Board ~~Board~~ self,
I Live at 6158 Sumter Dr Brooksville FL
34602 of my home at this address
I Wish to ask and tell my neighbors
I would like to add one Garage to
my home as an addition I am over
by 1 foot but under 2 feet from the ten
~~foot~~ foot mark on
I would like for the people whom
live within 300 250 feet of my home
to agree that this would not harm
them or there home in any way
Please sign Date and address phone #
This paper stated a Variance Thank you
Sincerely Susan Longfeno

First Names

Cindy 1) [illegible] 352 754 8124 cindy Adams
6161 Sumter Dr. Brooksville FL 34602

ana 2) 6151 Sumter Dr Brooksville, FL 34602
352 397 3424 Inna Dragvaih

Boyd Phyllis 3) 6152 Sumter Dr Brooksville, FL 34602
352-796-0345

Jo + Lee 4) 6183 Faber Drive Brooksville FL 34602
799-0920 ME. Lee

Jake 5) Adale Eastham 6179 Faber Dr. 352-754-3059

Joyce 6) Joyce Sabranske 6191 Faber Dr. 352-796-2459

S V. MOYLAN, P.S.M.
LAND SURVEYS
:2 Birchwood Road
Spring Hill, FL 34608

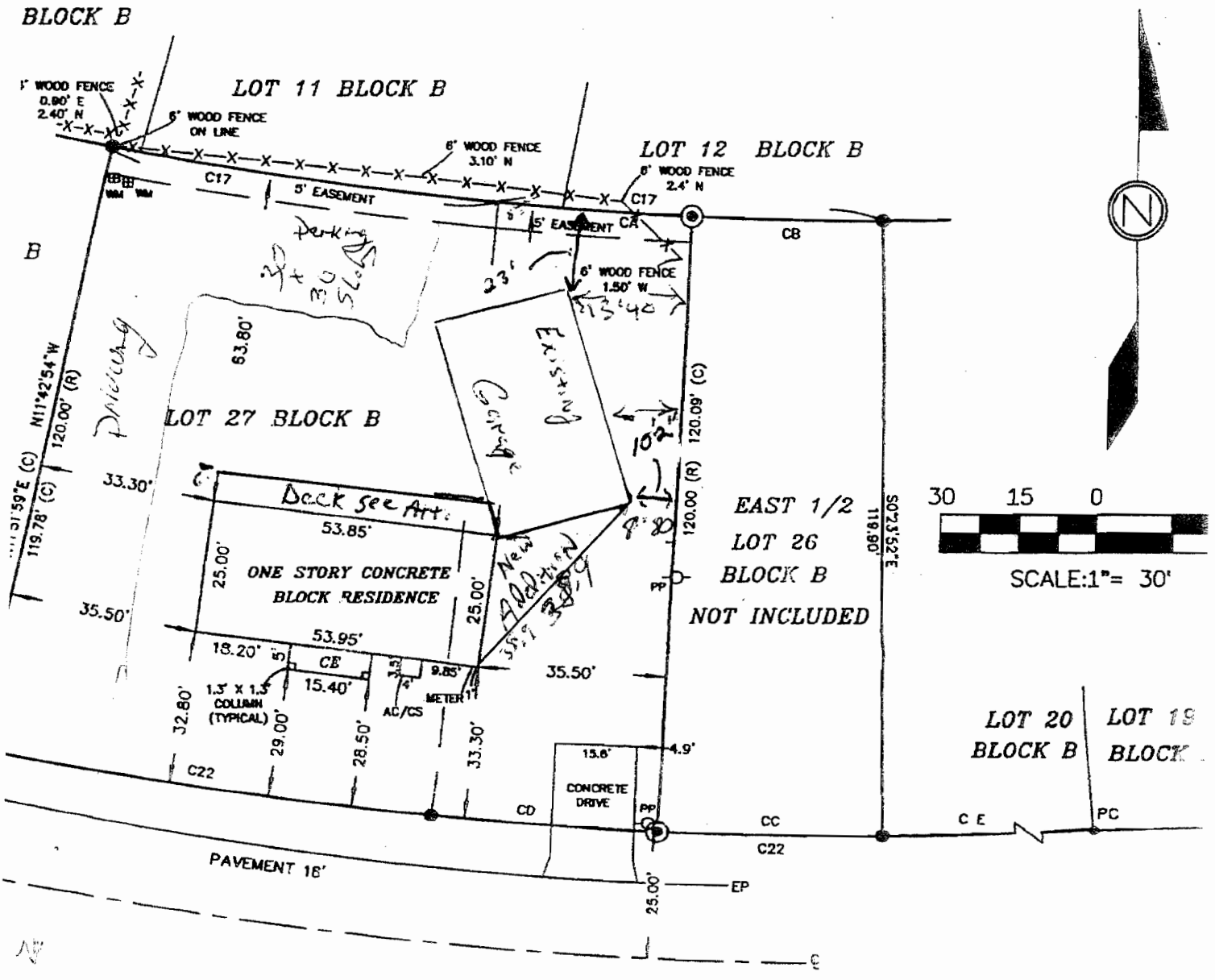
5450 FAX (352) 684-9955

CERTIFIED TO THE FOLLOWING ONLY:
SUSAN K. TOWNSEND
CTX MORTGAGE COMPANY
HUTCHINSON TITLE SERVICES, INC.
UNITED GENERAL TITLE INSURANCE COMPANY

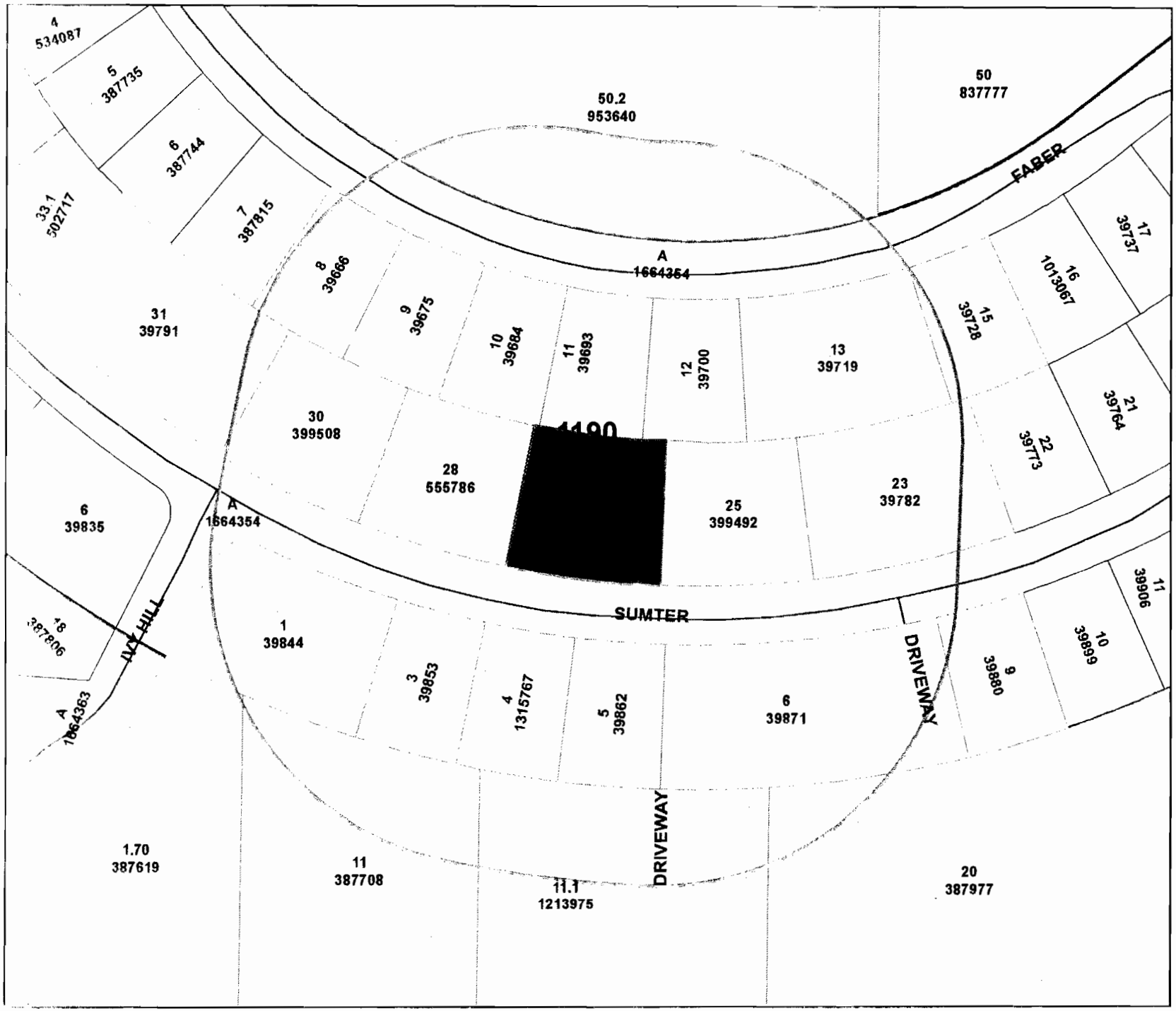
N	W.O.	03-132
	DATE:	06/30/03
N	F.B.	10 PG. 20-21

DESCRIPTION:
LOT 27 AND THE WEST 1/2 OF LOT 26, BLOCK "B" OF ROLLING A SUBDIVISION, UNIT 5, ACCORDING TO THE PLAT THEREOF AS RECC IN PLAT BOOK 7, PAGES 36A - 36B, INCLUSIVE OF THE PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA.
SECTION: 3 TOWNSHIP: 23 S, RANGE: 20 E # 615

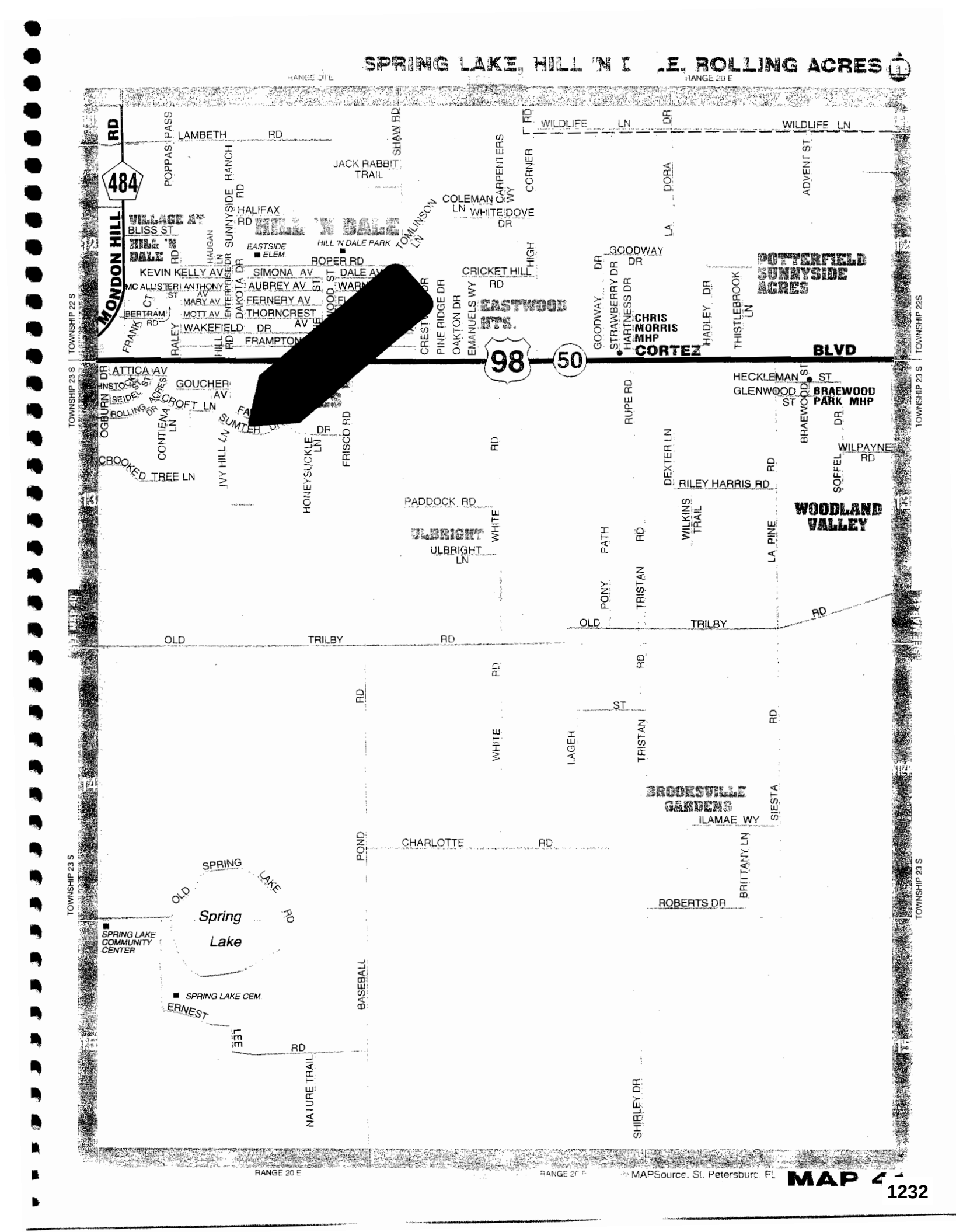
MAP OF SURVEY - BOUNDARY SURVEY AND FINAL SURVEY



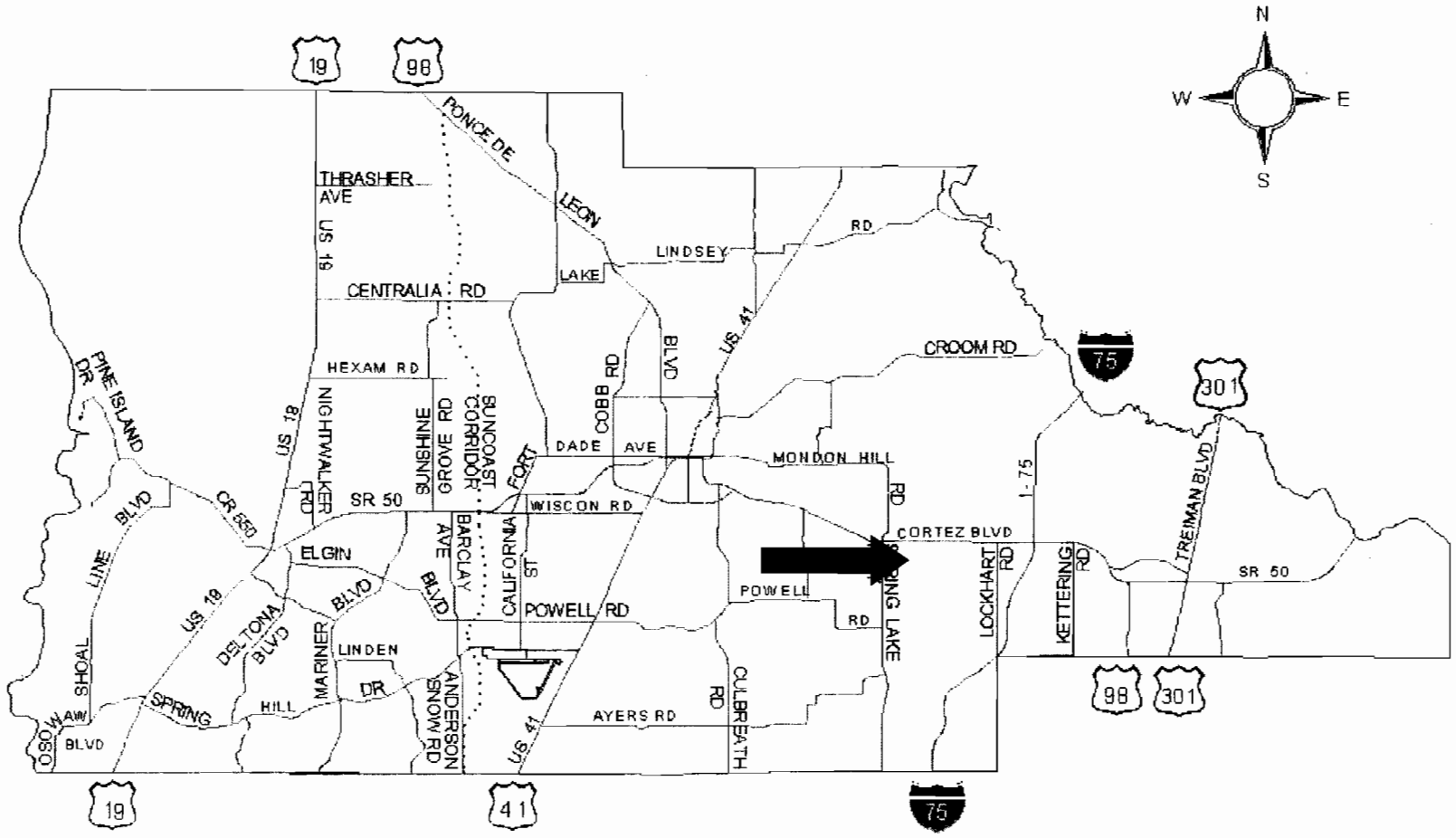
TOWNSEND APO



Alvin R. Mazourek, CFA
This map was prepared by this office to be used as an aid in land parcel location and identification only. All land locations, right-of-way widths, acreages, and utility locations are subject to field survey or other appropriate verification.
Map reflects parcels, and boundaries as they existed on 01-19-07


SPRING LAKE, HILL 'N I E. ROLLING ACRES
RANGE 20 E
RANGE 20 E
MONDON HILL RD
484
LAMBETH RD
POPPAS PASS
SHAW RD
JACK RABBIT TRAIL
SUNNYSIDE RANCH RD
HALIFAX RD
VILLAGE AT BLISS ST
HILL 'N DALE
HILL 'N DALE RD
HAUGAN LN
EASTSIDE ELEM.
HILL 'N DALE PARK
TOMLINSON LN
COLEMAN LN
WHITE DOVE DR
CARPENTERS WY
CORNER
WILDLIFE LN
WILDLIFE LN
DORA LA
ADVENT ST
ROPER RD
KEVIN KELLY AV
SIMONA AV
DALE AV
MC ALLISTER ST
ANTHONY AV
AUBREY AV
MARY AV
FERNERY AV
BERTRAM RD
MOTT AV
THORNCREST
WAKEFIELD DR
FRAMPTON
FRANK CT
RALEY HILL RD
DAKOTA DR
ENTERPRISE DR
CRICKET HILL RD
CREST DR
PINE RIDGE DR
OAKTON DR
EMANUELS WY
EASTWOOD HTS.
GOODWAY DR
STRAWBERRY DR
HARTNESS DR
CHRIS MORRIS MHP
CORTEZ BLVD
HADLEY DR
THISTLEBROOK LN
POTTERFIELD SUNNYSIDE ACRES
98
50
TOWNSHIP 22 S
TOWNSHIP 23 S
ATTICA AV
INSTOCK ST
SEIDEL ST
GOUCHER AV
ROLLING ACRES DR
CROFT LN
OGBURN DR
CONTIENA LN
IVY HILL LN
SUMTER DR
CROOKED TREE LN
HONEYSUCKLE LN
FRISCO RD
RUPE RD
HECKLEMAN ST
GLENWOOD ST
BRAEWOOD PARK MHP
BRAEWOOD DR
WILPAYNE RD
SOFFEL RD
DEXTER LN
RILEY HARRIS RD
PADDOCK RD
ULBRIGHT
ULBRIGHT LN
WHITE RD
WILKINS TRAIL
LA PINE
WOODLAND VALLEY
PONY PATH
TRISTAN RD
OLD TRILBY RD
OLD TRILBY RD
RD
ST
WHITE RD
LAGER
TRISTAN
SIESTA
BROOKSVILLE GARDENS
ILAMAE WY
POND
CHARLOTTE RD
BRITTANY LN
ROBERTS DR
SPRING LAKE RD
OLD
Spring Lake
SPRING LAKE COMMUNITY CENTER
SPRING LAKE CEM.
ERNEST
337
RD
BASEBALL
NATURE TRAIL
SHIRLEY DR
RANGE 20 E
RANGE 20 E
MAPSource, St. Petersburg, FL
MAP 4
1232

Hernando County, Florida



PREPARED BY: THE HERNANDO COUNTY PLANNING DEPARTMENT
PREPARED DATE: JUNE 2000

3 0 3 6 Miles

RESOLUTION NUMBER 2007-

WHEREAS, Hernando County has adopted zoning and land development regulations pursuant to Chapter 163 and Section 125.01(1), *Fla. Stat.*,which authorize the County to regulate the use of land in the unincorporated areas of Hernando County, Florida, and take action on the request herein; and,

WHEREAS, the Hernando County Board of County Commissioners (BOCC) conducted a duly advertised public hearing on April 24, 2007 to consider the requested dimensional variance on the specified parcel(s) in Hernando County, Florida, as more fully described below.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY, FLORIDA AS FOLLOWS:

APPLICANT: Susan Townsend **FILE NUMBER:** V-07-05

LEGAL DESCRIPTION: Lot 27 and W ½ of Lot 26, Block B of Rolling Acres Subdivision Unit 5, according to the plat thereof as recorded in Plat Book 7, page 36, public records of Hernando County, FL
Parcel ID# R03 123 20 1190 000B 0270 (Key # 555777).

GENERAL LOCATION: North side of Sumter Drive, approximately 300 feet east of Ivy Hill Lane

REQUEST: Granting a dimensional variance to allow a reduction in the side setback from 10 feet to 8.8 feet for an addition in conjunction with the subject parcel located in the R-1B zone. The representations contained in the owner's variance application are incorporated herein by reference and made a part hereof. For purposes herein, it is presumed that all requisite notice and advertising requirements have been satisfied.

FINDINGS OF FACT: ALL of the facts and conditions set forth in the County's staff memoranda and presented to the BOCC in connection with the public hearing in this matter are incorporated herein by reference and made a material part of this Resolution as integral to the BOCC's action. The BOCC finds that the testimony and record supporting <u>denial</u> of the requested dimensional variance to be credible and to constitute competent substantial evidence. In further support thereof, the BOCC makes the following specific Findings of Fact:

1. The requested dimensional variance does <u>not</u> satisfy ALL of the following prerequisites set forth in Appendix A, Art. V, § 3, Hernando County Code of Ordinances:

   (a) That special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which

are not applicable to other lands, structures, or buildings in the same zoning district;

(b) That the special conditions and circumstances do not result from the actions of the applicant *[to wit, the hardship is self-imposed and does not emanate from the land]*;

(c) That granting the variance requested will not confer on the applicant any special privilege that is denied by this ordinance to other lands, buildings, or structures in the same zoning district;

(d) That literal interpretation of the provisions of the ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the ordinance and would work unnecessary and undue hardship on the applicant;

(e) That the variance granted is the minimum variance that will make possible the reasonable use of the land, building or structure;

(f) That the granting of the variance will be in harmony with the general intent and purpose of the land development regulations and that such variance will not be injurious to the area involved or otherwise detrimental to the public welfare.

2. The requested dimensional variance is <u>not</u> consistent with the County's adopted Comprehensive Plan and land development regulations.

CONCLUSIONS OF LAW:

The BOCC is authorized to act on this matter pursuant to Chapters 125 and 163, *Fla. Stat.*, and Appendix A, Art. V, § 3, Hernando County Code of Ordinances. Accordingly, after public hearing and testimony, being fully advised in the record, and based upon competent substantial evidence, the BOCC makes the following specific conclusions of law:

1. The requested dimensional variance is <u>not</u> consistent with the County's adopted Comprehensive Plan and land development regulations, subject to all conditions made a part of the public hearing in this matter and which conditions are incorporated herein by reference.

ACTION:

After notice and public hearing, based upon the record in this matter and **ALL** of the findings of fact and conclusions of law above, the BOCC hereby <u>DENIES</u> the requested variance.

ADOPTED IN REGULAR SESSION THE 24th DAY OF APRIL, 2007.

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

Attest:_____ By:_____

KAREN NICOLAI
CLERK

JEFF STABINS
CHAIRMAN

(SEAL)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

BY _____
County Attorney's Office

STAFF REPORT
BCC Date: April 24, 2007

PETITIONER: Susan Townsend

FILE NUMBER: V-07-05

PURPOSE: Variance to Reduce Side Setback Requirement

GENERAL LOCATION: North side of Sumter Drive, approximately 300 feet east of Ivy Hill Lane

CURRENT ZONING: R-1B

ORDINANCE STANDARDS

Required	Requested	Variance Requested
10'	8.80'	1.2'

Letters received: 1 petition with 6 signatures in favor

STAFF FINDINGS:

SURROUNDING ZONING	SURROUNDING LAND USE
North: R-1B	North: Residential
South: R-1B	South: Residential
East: R-1B	East: Residential
West: R-1B	West: Vacant

1. The petitioner is requesting a variance to reduce the side setback from 10' to 8.80' to place an addition onto an existing single family home which would also connect a detached garage to the single family home.

2. The subject parcel measures approximately 120' by 130' and is located in the Rolling Acres Subdivision. The parcel presently has a single family home and a detached garage located on it. The petitioner is proposing to place a triangular shaped addition between the house and the detached garage.

3. The present ordinance standards require the primary structure to be 10' from the side property line and the detached garage to be 5' from the side property line. Attaching the two structures will create one primary structure and will be required to meet the 10' side setback requirement.

STAFF RECOMMENDATION: That the Board of County Commissioners review the above request and deny same because the hardship is self imposed and is not emanating from the land.

"MINUTES OF"

APR 2 4 2007

AGENDA ITEM I 4.

VARIANCE APPEAL

APPLICATION FOR PUBLIC HEARING BY HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS

This application must be completed and returned, with all exhibits and other items listed on page 1 of the instruction sheet, to this office before advertisement may be made for a public hearing. Bear in mind that the variance requested must be justified and the mere filing of the application or appearance at the public hearing does not assure approval of said application. The applicant is required to appear in person or by agent at the public hearing.

Are any other applications pending? (rezoning, conditional use, special exception, vacation of right-of-way, etc.) ☑Yes ☐No

If yes, please indicate type of application ~~Deck, garage - electric~~ (1) Add garage to home (2) Add 2 rooms to home

DATE 1-22-07

1. Name of applicant (print) Susan Townsend

   Mailing Address 6158 Sumter Dr

   City Brooksville State Fl Zip 34602 Phone 754-2877

2. Legal description of property covered by this application Lot 27 & 28 Blk B Rolling Acres Unit 5

   Section 3 Township ~~S~~ 23 Range 20

3. Size of property covered by this application 120 long / 150 wide

4. Highway and street boundaries

5. Zoning district classification

6. Variance being requested Addition 2 rooms / add garage to existing home. Add garage to standing house 2 rooms

The undersigned understands this application and all other applicable items listed on page 1 of the instruction sheet must be submitted completely and accurately before a hearing can be advertised.

SIGNATURE Susan Townsend

SUSAN TOWNSEND
6158 SUMPTER DR.
BR01OOKSVILLE, FL, 34601

GARY FISHER
HERNANNDO COUNTY
DEVELOPMENT DEPARTMENT
BROOKSVILLE, FL, 34602

Dear Mr. Gary Fisher;

I Susan Townsend ask the county for a variance at 6158 Sumter Drive in Brooksville FL, due to the fact that I built the garage to close to the ten foot marker.

I would like to add the garage to the home. The way the home is built there is a gap. The rooms would be at a angle from the home to the garage. It is off about 1 foot 3 inches The plans are in the building department, 555777, Brooksville office.

I did go to the neighbors to let them know about what I wish to do to my home. I asked them for their permission. They would like to see the home done. I would appreciate if you would grant this request. See attached signed letter with the neighbors signatures saying they agree. Thank you for time.

Sincerely,

Susan Townsend 1-22-2007

VARIANCE APPEAL

APPLICATION FOR PUBLIC HEARING BY HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS

This application must be completed and returned, along with any additional data supporting your appeal of this petition, to this office before advertisement may be made for a public hearing. The person appealing this decision is required to appear in person at the public hearing.

DATE: 3-14-7 VARIANCE FILE NO. V-07-05 V0705

1. Name of appellant/applicant (print) Susan Townsend
   Mailing Address 6158 Sumter DR
   City Brooksville State FL Zip 34602 Phone 754 2872
2. Legal description of property covered by this application Lot 27 & W ½ Lot 26 Block B of Rolling Acres Subdivision, Unit 5 Parcel R03-123-20-1190-000B-0270 / 6158 Sumter DR Brooksville
3. Highway and street boundaries
4. Reason for Appeal I Was denyed Variance on home at Sumter DR, To add 2 rooms I was only asking about 1 foot of my own 10 foot mark, I now ask permission from the County of Hernando to grant this request.

Attach additional pages if necessary to explain the reason you are appealing this request. Submit this form along with any additional documentation which you deem necessary to support your appeal.

SIGNATURE Susan Townsend

a:\appeal.frm

S V. MOYLAN, P.S.M.
LAND SURVEYS
:2 Birchwood Road
Spring Hill, FL 34608

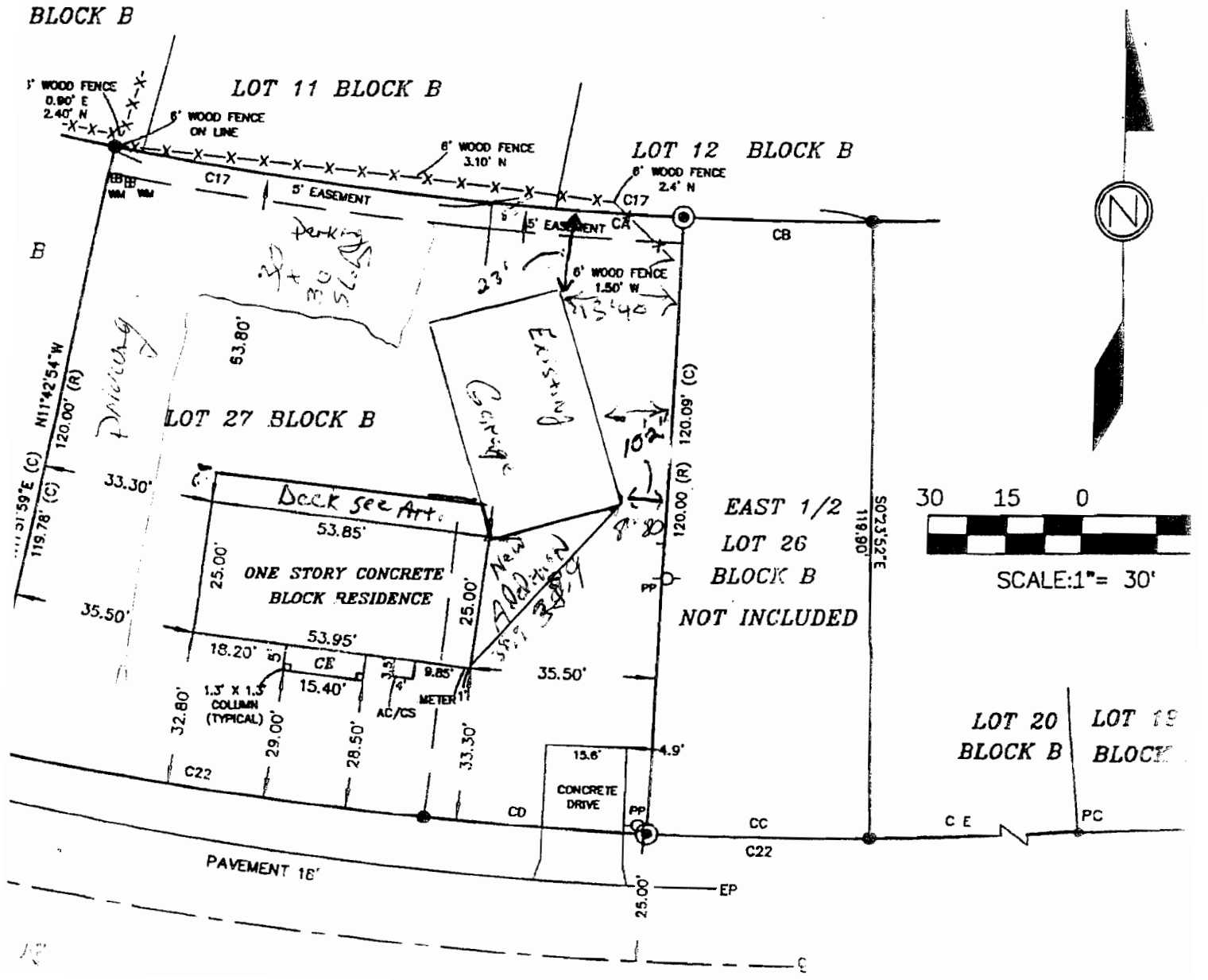
5450 FAX (352) 684-9955

CERTIFIED TO THE FOLLOWING ONLY:
SUSAN K. TOWNSEND
CTX MORTGAGE COMPANY
HUTCHINSON TITLE SERVICES, INC.
UNITED GENERAL TITLE INSURANCE COMPANY

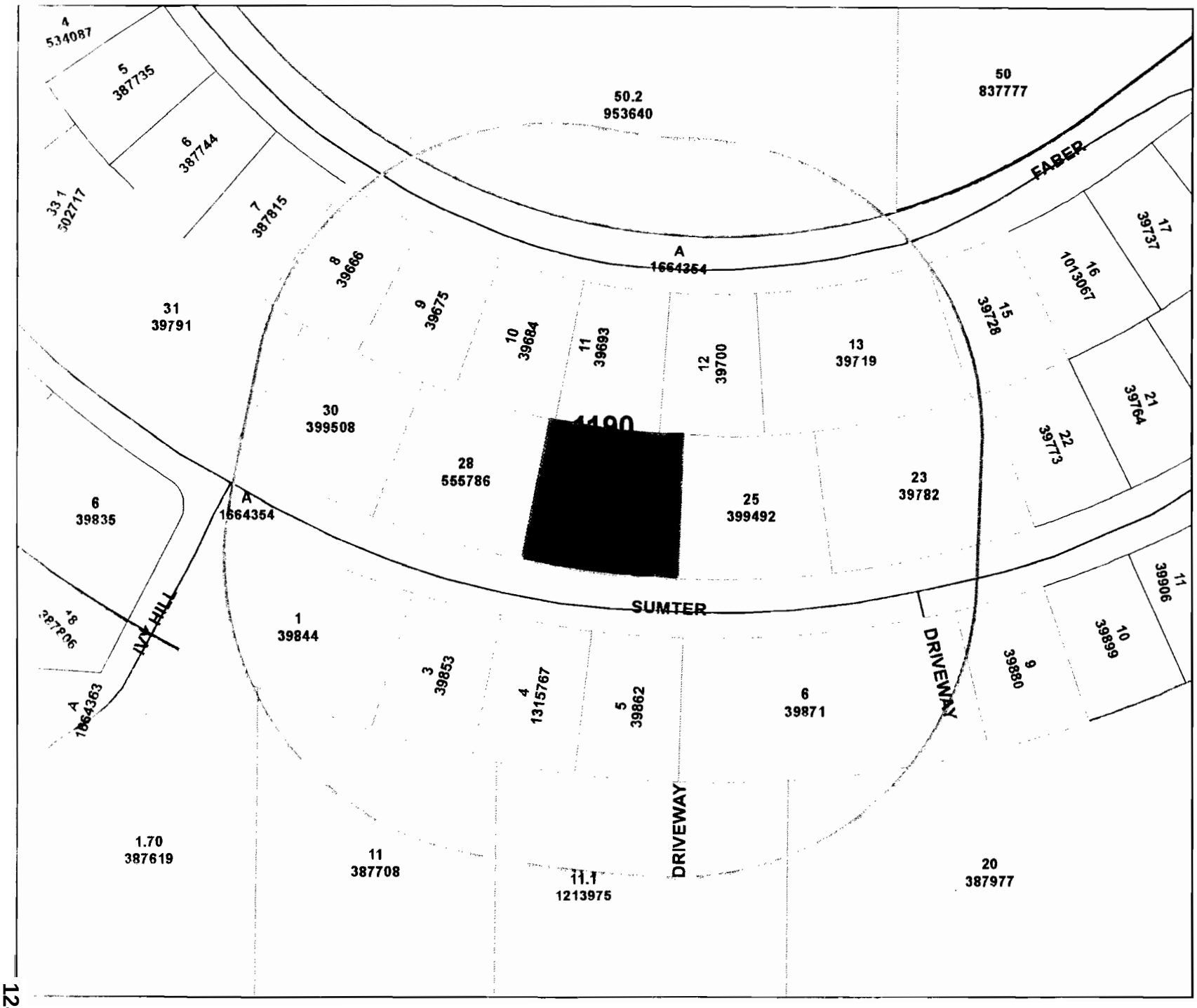
N ____ W.O. 03-132
____ DATE: 06/30/03
N ____ F.B. 10 PG. 20-21

DESCRIPTION:
LOT 27 AND THE WEST 1/2 OF LOT 26, BLOCK "B" OF ROLLING A
SUBDIVISION, UNIT 5, ACCORDING TO THE PLAT THEREOF AS RECO
IN PLAT BOOK 7, PAGES 36A - 36B, INCLUSIVE OF THE PUBLIC
RECORDS OF HERNANDO COUNTY, FLORIDA.
SECTION: 3 TOWNSHIP: 23 S, RANGE: 20 E # 615

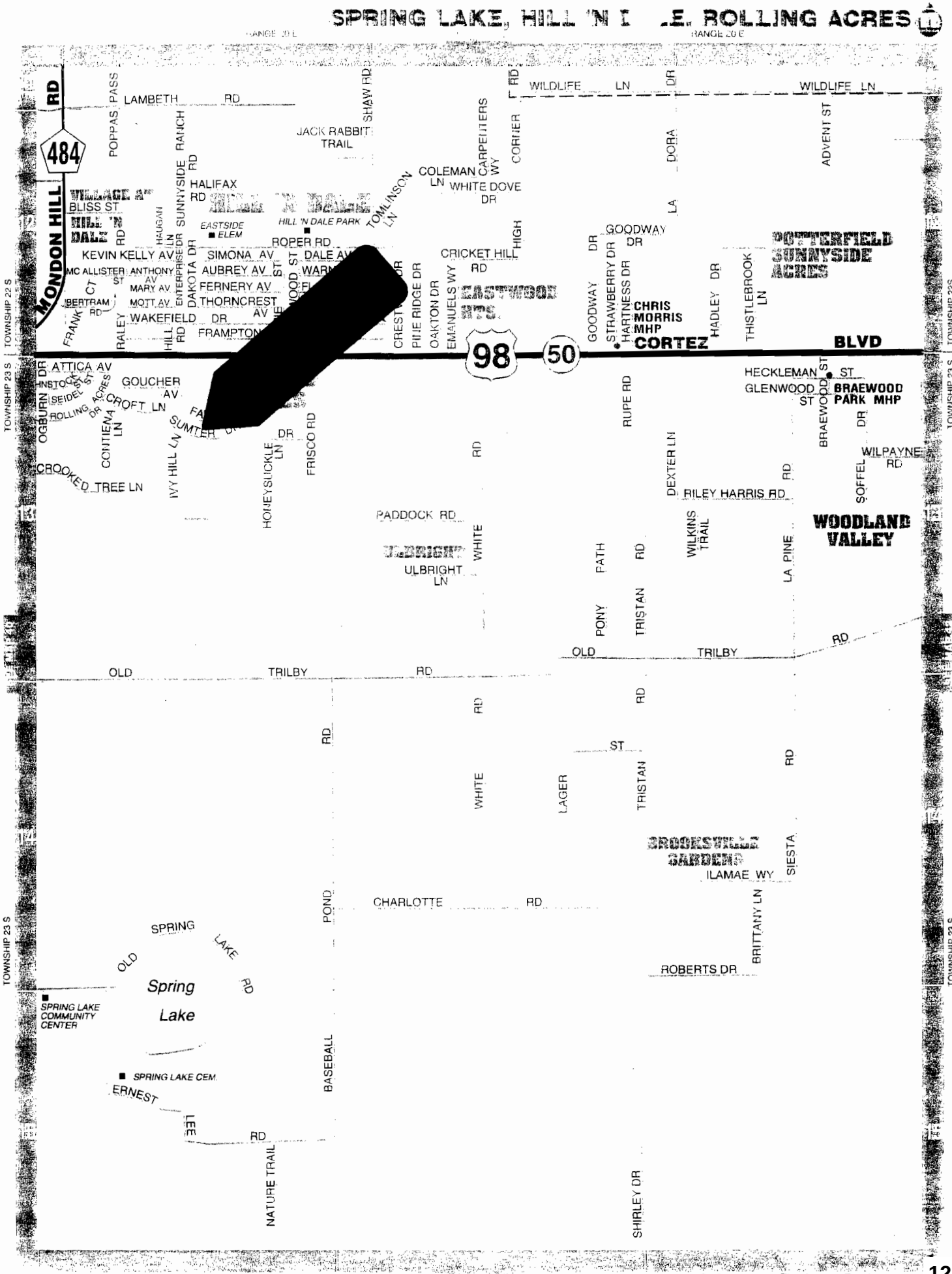
MAP OF SURVEY - BOUNDARY SURVEY AND FINAL SURVEY



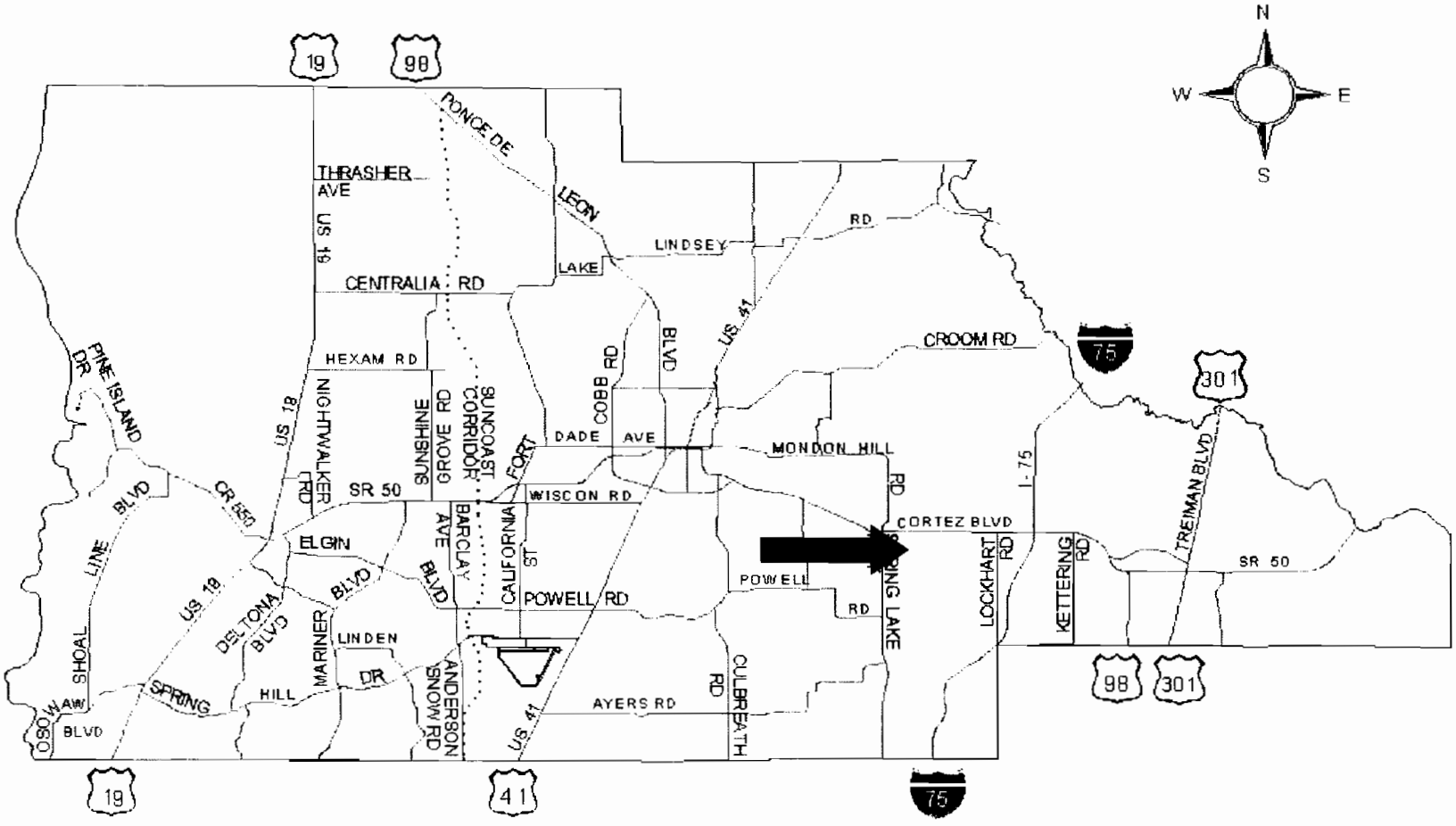
TOWNSEND APO



Alvin R. Mazourek, CFA
This map was prepared by this office to be used as an aid in land parcel location and identification only. All land locations, right-of-way widths, acreages, and utility locations are subject to field survey or other appropriate verification.
Map reflects parcels and boundaries as they existed on 01-19-07


SPRING LAKE, HILL 'N DALE, ROLLING ACRES
RANGE 20 E
RANGE 20 E
MONDON HILL RD
484
LAMBETH RD
POPPAS PASS
RANCH RD
SUNNYSIDE
JACK RABBIT TRAIL
SHAW RD
CARPENTERS WY
CORRIER RD
WILDLIFE LN
WILDLIFE LN
ADVENT ST
DORA LA
COLEMAN LN
WHITE DOVE DR
TOMLINSON LN
HALIFAX RD
VILLAGE A
BLISS ST
HILL 'N DALE RD
HAUGAN LN
EASTSIDE ELEM
HILL 'N DALE PARK
ROPER RD
DALE AV
KEVIN KELLY AV
SIMONA AV
MC ALLISTER ST
ANTHONY AV
AUBREY AV
MARY AV
FERNERY AV
MOTT AV
THORNCREST AV
BERTRAM RD
WAKEFIELD DR
FRAMPTON
FRANK CT
RALEY
HILL RD
ENTERPRISE DR
DAKOTA DR
WOOD ST
CRICKET HILL RD
HIGH
GOODWAY DR
GOODWAY DR
STRAWBERRY DR
HARTNESS DR
HADLEY DR
THISTLEBROOK LN
POTTERFIELD SUNNYSIDE ACRES
CHRIS MORRIS MHP
CORTEZ BLVD
CREST
PINE RIDGE DR
OAKTON DR
EMANUELS WY
98
50
TOWNSHIP 22 S
TOWNSHIP 23 S
TOWNSHIP 23 S
TOWNSHIP 23 S
ATTICA AV
INSTOCK ST
SEIDEL ST
GOUCHER AV
OGBURN DR
ROLLING ACRES DR
CROFT LN
CONTINENTAL LN
SUMTER DR
IVY HILL LN
CROOKED TREE LN
HONEYSUCKLE LN
FRISCO RD
RD
RUPE RD
HECKLEMAN ST
GLENWOOD ST
BRAEWOOD ST
BRAEWOOD PARK MHP
DR
WILPAYNE RD
SOFFEL RD
DEXTER LN
RILEY HARRIS RD
RD
PADDOCK RD
ULBRIGHT
ULBRIGHT LN
WHITE RD
WILKINS TRAIL
LA PINE
WOODLAND VALLEY
PONY PATH
TRISTAN RD
OLD TRILBY RD
OLD TRILBY RD
RD
RD
ST
RD
WHITE RD
LAGER
TRISTAN
BROOKSTELLE GARDENS
ILAMAE WY
SIESTA
CHARLOTTE RD
POND RD
BRITTANY LN
ROBERTS DR
SPRING LAKE OLD RD
Spring Lake
SPRING LAKE COMMUNITY CENTER
SPRING LAKE CEM.
BASEBALL
ERNEST LEE RD
NATURE TRAIL
SHIRLEY DR
RANGE 20 E
RANGE 20 E
MAPSource, St. Petersburg, FL
MAP 4 : 1243

Hernando County, Florida



PREPARED BY: THE HERNANDO COUNTY PLANNING DEPARTMENT
PREPARED DATE: JUNE 2000

3 0 3 6 Miles

R Rm 131

Doc# 2007028761
Hernando County, Florida
04/26/2007 2:41PM
KAREN NICOLAI, Clerk

RESOLUTION NUMBER 2007- 135

WHEREAS, Hernando County has adopted zoning and land development regulations pursuant to Chapter 163 and Section 125.01(1), *Fla. Stat.*,which authorize the County to regulate the use of land in the unincorporated areas of Hernando County, Florida, and take action on the request herein; and,

WHEREAS, the Hernando County Board of County Commissioners (BOCC) conducted a duly advertised public hearing on April 24, 2007 to consider the requested dimensional variance on the specified parcel(s) in Hernando County, Florida, as more fully described below.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY, FLORIDA AS FOLLOWS:

APPLICANT: Susan Townsend **FILE NUMBER:** V-07-05

LEGAL DESCRIPTION: Lot 27 and W ½ of Lot 26, Block B of Rolling Acres Subdivision Unit 5, according to the plat thereof as recorded in Plat Book 7, page 36, public records of Hernando County, FL
Parcel ID# R03 123 20 1190 000B 0270 (Key # 555777).

OFFICIAL RECORDS
BK: 2433 PG: 1023

GENERAL LOCATION: North side of Sumter Drive, approximately 300 feet east of Ivy Hill Lane

REQUEST: Granting a dimensional variance to allow a reduction in the side setback from 10 feet to 8.8 feet for an addition in conjunction with the subject parcel located in the R-1B zone. The representations contained in the owner's variance application are incorporated herein by reference and made a part hereof. For purposes herein, it is presumed that all requisite notice and advertising requirements have been satisfied.

FINDINGS OF FACT: ALL of the facts and conditions set forth in the County's staff memoranda and presented to the BOCC in connection with the public hearing in this matter are incorporated herein by reference and made a material part of this Resolution as integral to the BOCC's action. The BOCC finds that the testimony and record supporting approval of the requested dimensional variance to be credible and to constitute competent substantial evidence. In further support thereof, the BOCC makes the following specific Findings of Fact:

1. Granting the requested dimensional variance is in substantial conformity with the following:

   (a) That special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which

are not applicable to other lands, structures, or buildings in the same zoning district;

(b) That the special conditions and circumstances do not result from the actions of the applicant;

(c) That granting the variance requested will not confer on the applicant any special privilege that is denied by this ordinance to other lands, buildings, or structures in the same zoning district;

(d) That literal interpretation of the provisions of the ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the ordinance and would work unnecessary and undue hardship on the applicant;

(e) That the variance granted is the minimum variance that will make possible the reasonable use of the land, building or structure;

(f) That the granting of the variance will be in harmony with the general intent and purpose of the land development regulations and that such variance will not be injurious to the area involved or otherwise detrimental to the public welfare (*to wit, the requested side setback to allow an addition to an existing residential home is a minor reduction and consistent with development standards of the surrounding area).*

2. The requested dimensional variance is consistent with the County's adopted Comprehensive Plan and land development regulations, subject to all conditions made a part of the public hearing in this matter and which conditions are incorporated herein by reference.

CONCLUSIONS OF LAW:

The BOCC is authorized to act on this matter pursuant to Chapters 125 and 163, *Fla. Stat.*, and Appendix A, Art. V, § 3, Hernando County Code of Ordinances. Accordingly, after public hearing and testimony, being fully advised in the record, and based upon competent substantial evidence, the BOCC makes the following specific conclusions of law:

1. The requested dimensional variance is consistent with the County's adopted Comprehensive Plan and land development regulations, subject to all conditions made a part of the public hearing in this matter and which conditions are incorporated herein by reference.

2. The dimensional variance, as granted herein, shall run with the land.

ACTION: After notice and public hearing, based upon the record in this matter and **ALL** of the findings of fact and conclusions of law above, the BOCC hereby APPROVES the requested dimensional variance to allow a reduction in the side setback from 10 feet to 8.8 feet for an addition in conjunction with the subject parcel located in the R-1B zone, and subject to all afore-referenced conditions.

ADOPTED IN REGULAR SESSION THE 24th DAY OF APRIL, 2007

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

Attest: _____
KAREN NICOLAI
CLERK

By: _____
JEFF STABINS
CHAIRMAN

BOARD OF COUNTY COMMISSIONERS HERNANDO COUNTY, FLORIDA SEAL

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY _____ 4/24/07
County Attorney's Office

April 22, 2007

To Board of County Commissioners
Re: File Number V-07-05
Petitioner: Susan Townsend

We are writing this letter to let you know that we appreciate all John and Susan do for us as neighbors next door.

We have no problem with them building on to their home. We have no complaints about it. Just let them get it done.

Thank you,

Boyd Plyler

Gail Plyler

6152 Sumerlin.

796-0345

April 23, 2007

Board of County Commissioners
20 North Main Street, Room 460
Brooksville, FL 34601

Dear Commissioners,

I am writing on behalf of my neighbor, Susan Townsend, who lives at 6158 Sumter Drive, and is requesting a variance "V-07-05". My wife and I find no reason for not giving her the variance that she requires.

Sincerely,

Marcel Mountain
6131 Suumter Drive
Brooksville, FL 34602

Olene Mountain

To Board of County Commissioners

April 24, 2007 10.00 a.m.

RE: V-O7-05

I would not be able to make the board meeting but I do support for the variance to add an addition to complete the home at Sumter Dr. It will not cause any hardship to my land or family.

Dana Dragnev
6151 Sumter Dr, Brooksville
Phone 352-397-3424

TO Board of County Commissioners

My name is Paul Lasher, I live at 6197 Faber Dr. I have no problems or complaints with the variance -V-07-05 at 6158 Sumter Dr. I would be at the hearing on 4-24-07 but have to work. It would be nice for the Townsend family to complete their house for their family as well as the neighborhood.

4-22-7

Paul Lasher
813 241-7066
6197 Faber Dr.

To Board of County Commissioners

April 24, 2007 - 10.00 Am
RE V-07-05
Ref. Susan Townsend
6158 Sumter Dr.

My name is William T. HallidDay, I own property and lid at 6137 Sumter Dr., 2 houses down from this property. I do not see any problem with allowing the variance on this property so the people can complete their house. It will not damage property values or have and adverse effect on the value of adjoining properties. Due to my work, I cannot attend this hearing. If I could, I would support mr. & mrs. Townsend.

William T. HallidDay
754-8817
6137 Sumter Dr.

V-07-05

To who it may concern,

This letter is in refrence to Susan Townsend requarding the expansion of her living space. My husband and I Mark and Tara Springer are neighbors we live at 6178 Ivy Hill Ln. We have no objection of the proposed home addition, at 6158 Sumter Dr

Thank You
Tara Springer
4-22-07
#7998010

Board of Commissioners

I support this Variance V-07-15
of Sumt. DR 6155 I am William Kalen
and live at 6141 Wm. S. Kalen
Sumter DR (+) 6141 Sumter DR
Brooksville
Thanks
William Kalen

I would like to see the home done.
I can not show up for this Variance
but I do support the Townsend home
to be completed.

Wm S. Kalen
6141 Sumter DR
Brooksville FL 34602

William Kalen

To Board of County Commissioners

I am not able to make the board meeting on Apr 24th for supporting the variance the RE V-07005 at 6158 Sumter Dr I do support the home to be completed.

#4-22-7

Thank You
Mrs Gertrude Hart
6184 Ivy Hill Lane
Brooksville, FL

V-07-05

TO Whom it May Concern: 4/21/07

10:00 am

Ref #: RE-B-07-05 (4-24-7)
Regarding property on
6158 Sumter Drive

I, Jawnya Bagnasco -
living @ 6176 Sumter Drive
support Susan Townsend
building an addition to
her home located @
6158 Sumter Drive. In
no way will it cause
a distraction to our
neighborhood.

Thankyou,

JAWNYA Bagnasco (352)232 3774
Robert Bagnasco

To The Board of County Commissioners
RE V-05-
REV07-05 April 24 2007 10:AM

I Cindy Adams have no problem with the home at 6158 Sumter Dr to Add a additions to the home The home would look great I would be there to Support the Townsend family if not for working

Cindy Adams
6161 Sumter Dr
Brooksville FL
7549124
4-21-7

V-07-05

4-24-7

To: Board of County Commissioners.

I Bob Lee at 6183 Faber Drive Brooksville FL, is the neighbor behind Susan 6158 Sumter Dr. I would like to see the addition and home completed REV-07-05 April 24 2007, I sure would like to see the home done. I can not make the board meeting, but do support the home to be completed.

Bob Lee
6183 Faber Drive
Brooksville
#799-6920 - MR Lee

Memo

From: Lee and Janelle Friesen

Date: April 23, 2007

Re: V-07-05 Building exemption

Board of County Commissioners:

This letter is written in support the needed exemption for the Townsend family so that they can build on their site. We have no problems with this exemption. We would support that it be granted so that they can build as soon as possible.

Lee and Janelle Friesen

6145 Sumter Drive

Brooksville FL 34602

I Susan Longenecker ask;
Hernando County Variance Board
I, Live at 6158 Sumter Dr Brooksville FL
34602 of my home at this address
I Wish to ask and tell my neighbors
I would like to add my Garage to
my home as an addition I am over
by 1 foot and under 2 feet from the ten
~~foot~~ foot mark on my own property
I Would like for the people whom
live within 300 250 feet of my home
to agree that this would not harm
them or their home in any way
Please sign Date and Address phone #
This paper served as Variance Thank you
Sincerely Susan Longenecker

First + Names

Cindy 1, [illegible] Emailed 6161 Sumter Dr 352 754 9124 [illegible]

ana 2, 6151 Sumter Dr Brooksville, FL 34602
352 397 3424 Ana Dagvain

Boyd Phyllis 3, 6152 Sumter Dr Brooksville, FL 34602
352-796-0345

Bob + Bev Lee 4, 6183 Faber Dr Brooksville FL 34602
799-6920 M.E. Lee

Jake 5, Adale Eastlan 6179 Faber Dr. 352-754-3059

Joyce 6, Joyce Sobanske 6191 Faber Dr. 352-796-2459

S V. MOYLAN, P.S.M.
LAND SURVEYS
:2 Birchwood Road
Spring Hill, FL 34608

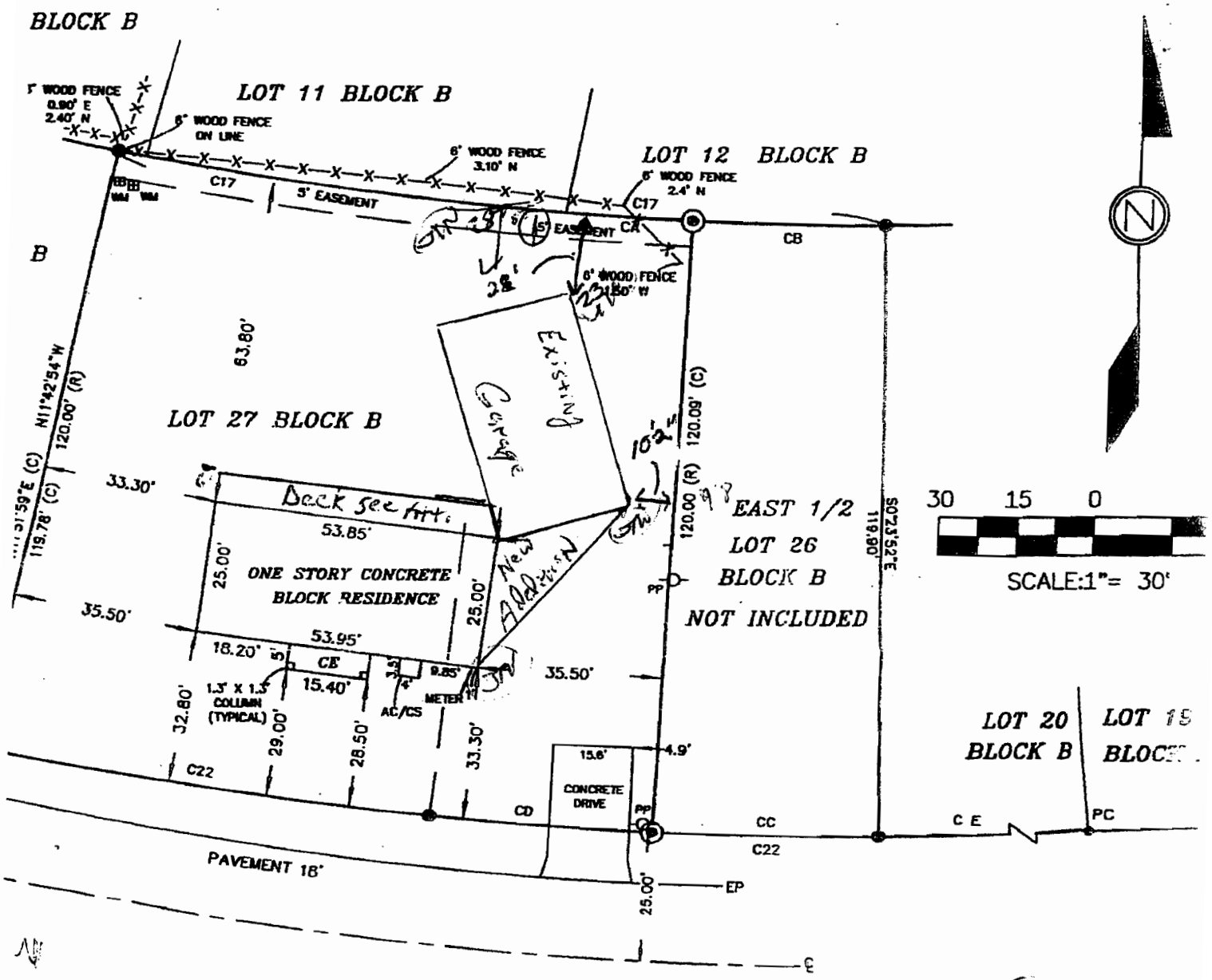
5450 FAX (352) 684-9955

CERTIFIED TO THE FOLLOWING ONLY:
SUSAN K. TOWNSEND
CTX MORTGAGE COMPANY
HUTCHINSON TITLE SERVICES, INC.
UNITED GENERAL TITLE INSURANCE COMPANY

N	W.O.	03-132
	DATE:	06/30/03
N	F.B. 10	PG. 20-21

DESCRIPTION:
LOT 27 AND THE WEST 1/2 OF LOT 26, BLOCK "B" OF ROLLING A SUBDIVISION, UNIT 5, ACCORDING TO THE PLAT THEREOF AS RECO IN PLAT BOOK 7, PAGES 36A - 36B, INCLUSIVE OF THE PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA.
SECTION: 3 TOWNSHIP: 23 S, RANGE: 20 E # 615

MAP OF SURVEY - BOUNDARY SURVEY AND FINAL SURVEY



6158 Sumter DR

cc: Bocc
G. Kuhl
L. Jennings
G Tolbert

RECEIVED
BOARD OF COUNTY COMM
HERNANDO COUNTY
2007 APR 23 PM 12:25

April 22, 2007

To Board of County Commissioners
Re: File Number V-07-05
Petitioner: Susan Townsend

We are writing this letter to let you know that we appreciate all John and Susan do for us as neighbors next door.

We have no problem with them building on to their home. We have no complaints about it. Just let them get it done.

Thank you,

Boyd Plyler
Gail Plyler

Boyd Plyler 6152 Sumerlin.
Gail Plyler # 776-0345

STAFF REPORT
BCC Date: April 24, 2007

PETITIONER: Deborah Knight

FILE NUMBER: A-07-01

PURPOSE: Appeal of Administrative Decision to Allow a Pot-bellied Pig in a Residential Zoning District

LOCATION: North side of Patio Court, beginning of cul de sac

CURRENT ZONING: PDP-SF

Letters received: 0

STAFF FINDINGS:

SURROUNDING ZONING		SURROUNDING LAND USE
North:	PDP-SF	North: Lake
South:	PDP-SF	South: Residential
East:	PDP-SF	East: Residential
West:	PDP-SF	West: Residential

1. The appellant is appealing an administrative decision regarding the keeping of farm animals (pigs) in a residential zoning district. The petitioner presently has a pot-bellied pig named Cupid on the property.

2. The subject parcel is located in Spring Hill Unit 25, is irregular shaped and is on a cul-de-sac. The parcel measures approximately 140 feet deep, 176 feet across the rear and 100 feet across the front.

3. The petitioner has stated that Cupid is over twelve years old and has lived in Hernando County for over five years. The petitioner stated that Cupid weighs about 100 pounds and has a life span of 10 - 12 years.

4. The petitioner is asking that the Board of County Commissioners overturn the determination of the administrative official and allow the pig to remain on the property until its death.

STAFF RECOMMENDATION: That the Board of County Commissioners review the above petition and uphold the determination of the administrative official that farm animals are not a permitted use in the PDP-SF residential zoning district.

AGENDA ITEM I 5

Deborah Knight
9225 Patio Ct.
Spring Hill Fl. 34608

January 23rd, 2007

RE: Letter of appeal

Notice of intent to file for appeal for raising of a farm animal in a residential area. I hereby file for appeal on raising a farm animal, hereafter refered to as "Cupid" at my premise located at 9225 Patio Ct. Cupid is a Vietnamese Pot belly pig, a fairly new species introduced in the late 1980's. This is a minature animal, smaller in size than most of my neighbors dogs which consist of Bull Mastifs, German Shepards, Pit Bull Terriers and Greyhounds. Cupid, and all of his registered kin, of which he is fully registered and documented the same as a AKC pure breed dog, have been deemed a domesticated pet by the USDA and are not considered livestock. All neighboring counties to Hernando allow them as pets and consider them as such. We are not looking to change Hernando Counties status of such animals but rather are asking for a variance to allow our childrens 13 year old pet to live out his few remaining months at home. Pot belly pigs have a life span of 12-14 years and this is a geriatrac animal.

Thank You for your time,
Deborah Knight & Family

Deborah Knight

Board of County Commissioners

Hernando County Development Services
789 Providence Boulevard
Brooksville, Florida 34601

Visit Us on the Internet:
www.co.hernando.fl.us

❑ Permitting / Zoning	352-754-4050	Fax:	352-754-4416
❑ Commercial Dev.	352-754-4096	Fax:	352-754-4151
❑ Contractor Licensing	352-754-4109	Fax:	352-754-4159

July 21, 2006

Shawn Knight
9225 Patio Court
Spring Hill FL 34608

RE: Farm Animals in Residential District

Dear Mr. Knight:

Thank you for your letter dated May 21, 2006, regarding the keeping of a pot-bellied pig on your property. Pigs are considered farm animals and would only be allowed under our Agricultural zoning classification. The raising of farm animals is not allowed in any of our residential zoning districts and is a violation of the Hernando County Code of Ordinances.

This determination can be appealed to the Board of County Commissioners for their review and determination. A copy of the appeal application is attached for your convenience.

Sincerely

Gary L. Fisher
Zoning Administrator

jag
att

Mr. Shawn Knight
9225 Patio Ct.
Spring Hill, FL 34608-3940

5/21/2006

RECEIVED
MAY 24 2006
HERNANDO COUNTY
DEVELOPMENT DEPT.

Attn : Mr Gary Fisher

Re: Code Violation-Farm Animal

Hello and thank you for your time, our family was inspected by Animal Control on May the tenth for false claims filed by our neighbor whom has been and currently recieves medical help for pyschotic disorders. All claims were found to be untrue and we were all clear in Animal Controls eyes.

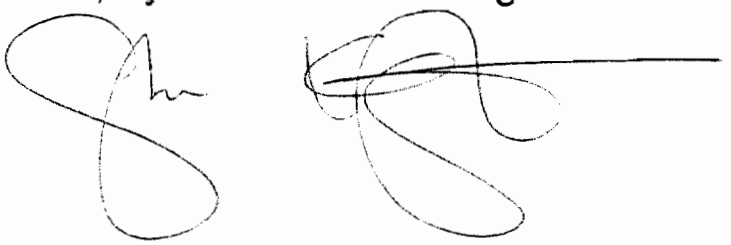
In this false visit to our property it has been brought to the Countys attention that we have a Vietnamese Pot Belly Pig on the said premises. Code Enforcment followed up 2 days later for having a farm animal in a residential area and we have been given our 30 days notice.

We are requesting to let the said animal live out its life where it currently is. Cupid, the above mentioned animal, is in excess of 12 years old of which 5 have been in Hernando County. Cupid is in a clean fenced dog run not visable from the road or to our neighbors, is fixed, see's a vet regulary and weighs about 100 pounds. He is smaller than an average size dog and has a life span of 10 to 12 years.

I have enclosed additional information that in short shows that Pot Belly Pigs are not deemed swine or farm animals by the Dept. Of Agriculture but rather as a domesticated pet. Additionaly, all neighboring counties

have codes to allow one Pot Belly Pig per household.
In closing, we ask that our family pet whom we raised since birth be allowed to die here, and we do not or will not be replacing said animal with another pig.

Thank you,
Shawn, Debbie, Tyler & Madison Knight



Home : 727-494-1524
Cell : 727-505-8469

WATER
near property line
10X10
4' HIGH
DOG
RUN
CHAIN LINK
6' HIGH
RUN FOR
PIG
BOAT CANOPY
Garden wall
DRIVE WAY
9235 PINTA

Attached is a copy of Cupids registration papers, similar to what a pure breed dog would have from the AKC. This is done by the better breeders to insure that the animal is of miniature descent and does not have "farm pig" genes in its roots.

692786

Certificate of Registration

POTBELLIED PIG REGISTRY SERVICE, INC.

P.O. Box 680
Pleasant Grove, CA 95668

NAME	ID NUMBER	SEX
CUPID'S BLEEDING HEART(KDC)	NSB B10	BARROW

COLOR	DESCRIPTION	DATE BORN
BLACK & WHITE		12/10/94

OWNER	CITY	STATE
KNIGHT, DEBORAH C.	HOLIDAY, 3315 JARVIS ST.	FL 34690

BREEDER	CITY	STATE
HORNSBY, CLAIRE	LAND O LAKES,	FL 34639

SIRE

SON OF ROMEO(NSB) — DFH 001

ROMEO(WSD) - VAM P08

COOKIE DAVENPORT(DFH)-WSF 015

DAM

ROXANNE(NSB) — NSB 007

RILEY(PRS) - UND G44

PATSY SWINE(DJM) - PRS B17

This certificate is written evidence of the breeding of the above named animal. This acceptance is based upon an application duly certified by the breeder or owner. This certificate is subject to correction and cancellation under the rules of the Potbellied Pig Registry Service. The Potbellied Pig Registry Service will not be liable under this certificate for any mistakes therein, based upon an error or misrepresentation in the application thereof, and in case of such error or misrepresentation the Potbellied Pig Registry Service reserves the right to cancel or correct this certificate of registration.

In witness whereof we have hereunto affixed the seal at Pleasant Grove, CA.

Date 03/29/95

Robert Clark

OFFICIAL SIGNATURE

Ruth B. Blaney

LITHO IN U.S.A.
© GIBES 445

Print

Letter Date: Feb. 20 1997

USDA Letter stating that Potbellied pigs are pets

United States Animal and Plant Health
Department of Agriculture Inspection Service

Ms. Midge Greenberg
103658 Beau Jardin
St. Louis, Mo 63146

Dear Ms. Greenberg

This letter is in response to your telephone inquiry concerning the U.S. department of Agriculture's (USDA) classification of potbellied pigs.

USDA only considers potbellied pigs "livestock" if the animal is to be imported from a country that has a swine disease status that could be detrimental to the swine industry in the United States if the pig being imported was infected. Pot bellied pigs that are private pets are classified as pets not livestock.

If further clarification is needed,
Please call this office at (301) 734-4972

Sincerely
Steve Smith
Animal Health Technician
Animal Care

This page was printed from http://www.petpigzone.com

Print

Letter Date: Jan. 6, 1994

State of Illinois department of Agriculture letter

State of, Illinois
Bureau of Animal Health
217/782.4944

Bureau of Animal Welfare
Inspection Section 217/782-+944

January 6/ 1994

TO WHOM IT MAY CONCERN:

This letter is in regard to the classification of pot-bellied pigs. In as much as those animals are sold by pet shops, kept as ornamental pets, and are not utilized a source of food for human consumption, this department considers them as pet animals.
They must meet the requirements to comply with the brucellosis and pseudorabies regulations relative to the sale and inportation of swine as stated for the state of Illinois which are administered by the Bureau of Animal Health of this Department

Very truly yours,

BUREAU OF ANIMAL WELFARE

David R. Bromwell, D.V.M. Chief Veterinarian

DRB/tjp

This page was printed from http://www.petpigzone.com

Print

Letter Date: July 28 1997

Oregon Department of agriculture letter for Pet pigs

I received a note in the mail today from Bruce Pokarney,
Directior of communications ODA:
603-010-053:
As used in ORS Chapter 607,
"swine" means a breed of domestic pig that is used for
food production, but does not include any breed used
primarily as a pet (e.g. pot-bellied pig).

Stat. Author.: ORS 561.190
Stats. Implemented ORS 607.005

This page was printed from http://www.petpigzone.com

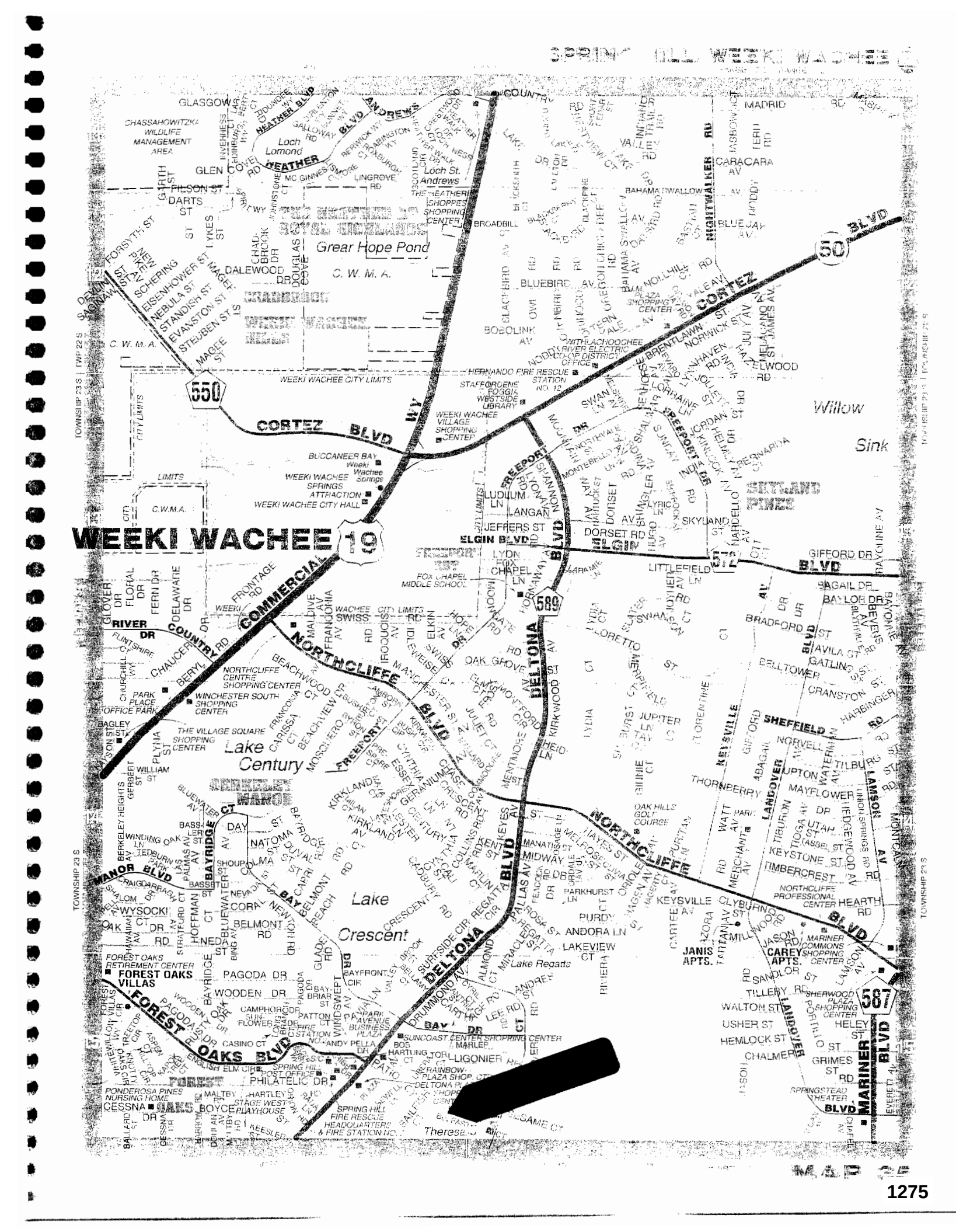
Hernando County Property Appraiser

Alvin D. Mazourek, CFA - Brooksville, Florida - 352-754-4190

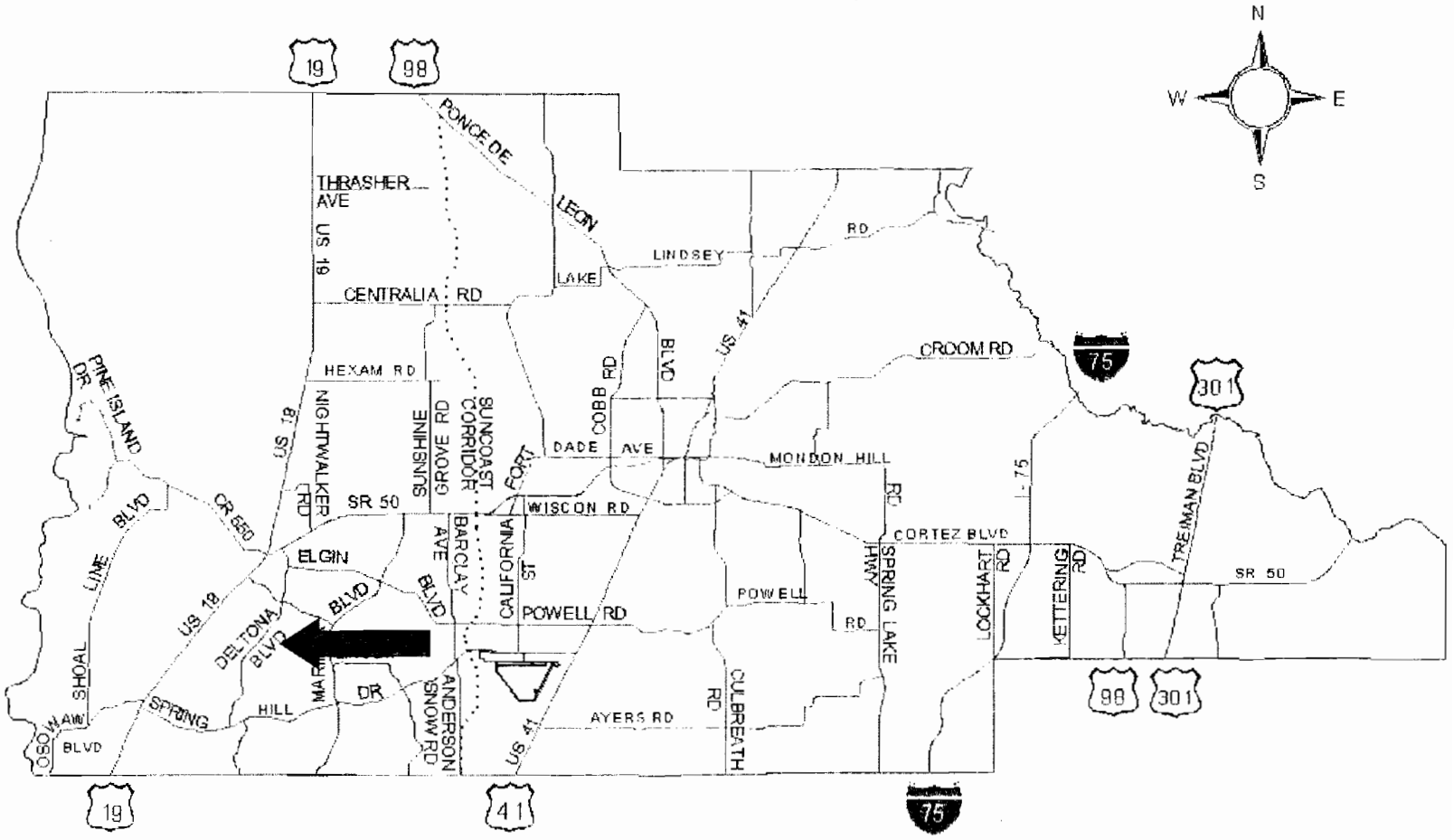
PARCEL:

Name:	LandVal
Site:	BldgVal
Mail:	JustVal

0 0.010.02 0.03 mi


WEEKI WACHEE
Lake Century
Lake Crescent
Grear Hope Pond
Willow Sink
CORTEZ BLVD
COMMERCIAL BLVD
NORTHCLIFFE BLVD
DELTONA BLVD
FOREST OAKS BLVD
MANOR BLVD
ELGIN BLVD
SHEFFIELD RD
MARINER BLVD
COUNTRY RD
WEEKI WACHEE CITY LIMITS
C. W. M. A.
WEEKI WACHEE SPRINGS ATTRACTION
WEEKI WACHEE CITY HALL
WEEKI WACHEE VILLAGE SHOPPING CENTER
NORTHCLIFFE CENTRE SHOPPING CENTER
WINCHESTER SOUTH SHOPPING CENTER
THE VILLAGE SQUARE SHOPPING CENTER
SUNCOAST CENTER SHOPPING CENTER
THE HEATHER SHOPPES SHOPPING CENTER
PLAZA SHOPPING CENTER
FOREST OAKS VILLAS
FOREST OAKS RETIREMENT CENTER
JANIS APTS.
CAREY APTS.
SPRING HILL FIRE RESCUE HEADQUARTERS & FIRE STATION NO.
HERNANDO FIRE RESCUE STATION NO. 12
WITHLACOOCHEE RIVER ELECTRIC CO-OP DISTRICT OFFICE
FOX CHAPEL MIDDLE SCHOOL
OAK HILLS GOLF COURSE
SPRINGSTEAD THEATER
SPRING HILL PONDEROSA PINES NURSING HOME
TOWNSHIP 23 S
RANGE 18 E
RANGE 19 E
550
19
589
587
50

Hernando County, Florida



PREPARED BY: THE HERNANDO COUNTY PLANNING DEPARTMENT
PREPARED DATE: JUNE 2000

3 0 3 6 Miles

JOINT STIPULATION

Shawn and Deborah Knight, (hereinafter referred to as "Knight"), and Hernando County, a political subdivision of the State of Florida (hereinafter referred to as the "County", stipulate and agree to the following:

STIPULATED FACTS AND CONCLUSIONS OF LAW

1. Knight resides on, or has an interest in, a lot located at 9225 Patio Court, Spring Hill, FL 34608, having Hernando County Property Key No. 440561 (hereinafter referred to as the "Property").

2. The Property is zoned PDP-SF under the County's Zoning Code.

3. Pot-bellied pigs are not permitted in a PDP-SF Residential District.

4. Knight currently keep 1 pot-bellied pig on the Property. The pig has the following name: Cupid (13 year old male), hereinafter individually referred to as the "Pig".

5. Knight is currently in violation of the County's PDP-SF Residential District regulations and is subject to enforcement action by the County Code Enforcement Department.

6. Knight's appeal of an administrative decision (A-07-01) was denied by the Board of County Commissioners on April 24, 2007; however the parties desire to amicably resolve present and future compliance and/or code enforcement actions.

7. The parties agree that this Joint Stipulation is unique to the facts, parties, and special circumstances herein and is not intended to have precedential value of any kind.

STIPULATED DISPOSITION

1. Knight agrees not to keep any pigs on the Property other than the Pig described above. In the event the Pig is given away, sold, or transferred to another, leaves the Property without returning, or dies, Knight shall not replace such pig.

2. In the event Knight moves to another location within Hernando County, the party understands and agrees that this Joint Stipulation is not transferrable to any other location and Knight shall be strictly held to all requirements of the County's Zoning Codes at such new location.

3. For so long as Knight remains in compliance with this Joint Stipulation, the County agrees to suspend and abate any and all enforcement compliance actions and forego all fines against Knight and/or the record title owner to the Property to the extent such enforcement/compliance action or fine relates to keeping the Pig on the Property.

Nothing herein is intended to prevent the County from enforcing any other violation of law, now or in the future, or from enforcing any breach of this Joint Stipulation. Further, notwithstanding anything to the contrary, the foregoing covenant by the County is expressly limited to Knight and is not intended to run with the Property, and the rights and privileges hereunder are not tranferrable or assignable.

4. In the event Knight violates this Joint Stipulation by keeping animals other than the Pig described above or those expressly allowed in the PDP-SF zoning district, then such violation(s) may be prosecuted as a "second" or "repeat" offense in any new Code Enforcement proceeding.

5. Each party shall bear their own attorney fees and costs related to or arising out of this Joint Stipulation, the facts herein, or any appeal hereof.

6. This Joint Stipulation may not be recorded in the Public Records of Hernando County.

7. This Joint Stipulation may be executed in multiple counterparts, each of which shall be deemed an original.

Witness our hands and seals below on the date signed. This Joint Stipulation shall become effective on the date signed by the last party hereto.

Signed this _____ day of April, 2007

_____
Shawn Knight

Signed this _____ day of April, 2007

_____
Deborah Knight

Signed this _____ day of April, 2007

_____
Grant E. Tolbert
Director, Hernando County
Development Department

Signed this _____ day of April, 2007

_____
Frank McDowell, III
Director, Hernando County
Code Enforcement Department

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY _____
County Attorney's Office

STAFF REPORT
BCC Date: April 24, 2007

PETITIONER: Deborah Knight

FILE NUMBER: A-07-01

PURPOSE: Appeal of Administrative Decision to Allow a Pot-bellied Pig in a Residential Zoning District

LOCATION: North side of Patio Court, beginning of cul de sac

CURRENT ZONING: PDP-SF

Letters received: 0

STAFF FINDINGS:

SURROUNDING ZONING		SURROUNDING LAND USE
North:	PDP-SF	North: Lake
South:	PDP-SF	South: Residential
East:	PDP-SF	East: Residential
West:	PDP-SF	West: Residential

1. The appellant is appealing an administrative decision regarding the keeping of farm animals (pigs) in a residential zoning district. The petitioner presently has a pot-bellied pig named Cupid on the property.

2. The subject parcel is located in Spring Hill Unit 25, is irregular shaped and is on a cul-de-sac. The parcel measures approximately 140 feet deep, 176 feet across the rear and 100 feet across the front.

3. The petitioner has stated that Cupid is over twelve years old and has lived in Hernando County for over five years. The petitioner stated that Cupid weighs about 100 pounds and has a life span of 10 - 12 years.

4. The petitioner is asking that the Board of County Commissioners overturn the determination of the administrative official and allow the pig to remain on the property until its death.

STAFF RECOMMENDATION: That the Board of County Commissioners review the above petition and uphold the determination of the administrative official that farm animals are not a permitted use in the PDP-SF residential zoning district.

"MINUTES OF"
APR 24 2007

AGENDA ITEM I 5

Deborah Knight
9225 Patio Ct.
Spring Hill Fl. 34608

January 23rd, 2007

RE: Letter of appeal

Notice of intent to file for appeal for raising of a farm animal in a residential area. I hereby file for appeal on raising a farm animal, hereafter refered to as "Cupid" at my premise located at 9225 Patio Ct. Cupid is a Vietnamese Pot belly pig, a fairly new species introduced in the late 1980's. This is a minature animal, smaller in size than most of my neighbors dogs which consist of Bull Mastifs, German Shepards, Pit Bull Terriers and Greyhounds. Cupid, and all of his registered kin, of which he is fully registered and documented the same as a AKC pure breed dog, have been deemed a domesticated pet by the USDA and are not considered livestock. All neighboring counties to Hernando allow them as pets and consider them as such. We are not looking to change Hernando Counties status of such animals but rather are asking for a variance to allow our childrens 13 year old pet to live out his few remaining months at home. Pot belly pigs have a life span of 12-14 years and this is a geriatrac animal.

Thank You for your time,
Deborah Knight & Family

Deborah Knight

Board of County Commissioners

Hernando County Development Services
789 Providence Boulevard
Brooksville, Florida 34601

Visit Us on the Internet:
www.co.hernando.fl.us

❑ Permitting / Zoning	352-754-4050	Fax:	352-754-4416
❑ Commercial Dev.	352-754-4096	Fax:	352-754-4151
❑ Contractor Licensing	352-754-4109	Fax:	352-754-4159

July 21, 2006

Shawn Knight
9225 Patio Court
Spring Hill FL 34608

RE: Farm Animals in Residential District

Dear Mr. Knight:

Thank you for your letter dated May 21, 2006, regarding the keeping of a pot-bellied pig on your property. Pigs are considered farm animals and would only be allowed under our Agricultural zoning classification. The raising of farm animals is not allowed in any of our residential zoning districts and is a violation of the Hernando County Code of Ordinances.

This determination can be appealed to the Board of County Commissioners for their review and determination. A copy of the appeal application is attached for your convenience.

Sincerely,

Gary L. Fisher
Zoning Administrator

jag
att

Mr. Shawn Knight
9225 Patio Ct.
Spring Hill, FL 34608-3940

5/21/2006

RECEIVED
MAY 24 2006
HERNANDO COUNTY
DEVELOPMENT DEPT.

Attn : Mr Gary Fisher

Re: Code Violation-Farm Animal

Hello and thank you for your time, our family was inspected by Animal Control on May the tenth for false claims filed by our neighbor whom has been and currently recieves medical help for pyschotic disorders. All claims were found to be untrue and we were all clear in Animal Controls eyes.

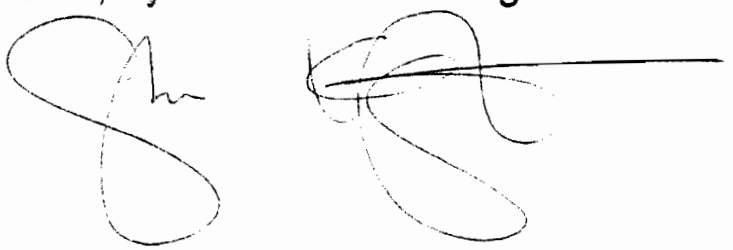
In this false visit to our property it has been brought to the Countys attention that we have a Vietnamese Pot Belly Pig on the said premises. Code Enforcment followed up 2 days later for having a farm animal in a residential area and we have been given our 30 days notice.

We are requesting to let the said animal live out its life where it currently is. Cupid, the above mentioned animal, is in excess of 12 years old of which 5 have been in Hernando County. Cupid is in a clean fenced dog run not visable from the road or to our neighbors, is fixed, see's a vet regulary and weighs about 100 pounds. He is smaller than an average size dog and has a life span of 10 to 12 years.

I have enclosed additional information that in short shows that Pot Belly Pigs are not deemed swine or farm animals by the Dept. Of Agriculture but rather as a domesticated pet. Additionaly, all neighboring counties

have codes to allow one Pot Belly Pig per household.
In closing, we ask that our family pet whom we raised since birth be allowed to die here, and we do not or will not be replacing said animal with another pig.

Thank you,
Shawn, Debbie, Tyler & Madison Knight



Home : 727-494-1524
Cell : 727-505-2469

WATER
near property line
10X10
4' H
Concrete Wall
Driveway
9235 Pinto

Attached is a copy of Cupids registration papers, similar to what a pure breed dog would have from the AKC. This is done by the better breeders to insure that the animal is of miniature descent and does not have "farm pig" genes in its roots.

692786

Certificate of Registration

POTBELLIED PIG REGISTRY SERVICE, INC.

P.O. Box 680
Pleasant Grove, CA 95668

NAME	ID NUMBER	SEX
CUPID'S BLEEDING HEART(KDC)	NSB B10	BARROW

COLOR	DESCRIPTION	DATE BORN
BLACK & WHITE		12/10/94

OWNER	CITY	STATE
KNIGHT, DEBORAH C.	HOLIDAY, 3315 JARVIS ST.	FL 34690

BREEDER	CITY	STATE
HORNSBY, CLAIRE	LAND O LAKES,	FL 34639

SIRE

SON OF ROMEO(NSB) — DFH 001

ROMEO(WSD) - VAM P08

COOKIE DAVENPORT(DFH)-WSF 015

DAM

ROXANNE(NSB) — NSB 007

RILEY(PRS) - UND G44

PATSY SWINE(DJM) - PRS B17

This certificate is written evidence of the breeding of the above named animal. This acceptance is based upon an application duly certified by the breeder or owner. This certificate is subject to correction and cancellation under the rules of the Potbellied Pig Registry Service. The Potbellied Pig Registry Service will not be liable under this certificate for any mistakes therein, based upon an error or misrepresentation in the application thereof, and in case of such error or misrepresentation the Potbellied Pig Registry Service reserves the right to cancel or correct this certificate of registration.

In witness whereof we have hereunto affixed the seal at Pleasant Grove, CA.

Date 03/29/95

Robert Clark
OFFICIAL SIGNATURE

Ruth B. Blaney

Print

Letter Date: Feb. 20 1997

USDA Letter stating that Potbellied pigs are pets

United States Animal and Plant Health
Department of Agriculture Inspection Service

Ms. Midge Greenberg
103658 Beau Jardin
St. Louis, Mo 63146

Dear Ms. Greenberg

This letter is in response to your telephone inquiry concerning the U.S. department of Agriculture's (USDA) classification of potbellied pigs.

USDA only considers potbellied pigs "livestock" if the animal is to be imported from a country that has a swine disease status that could be detrimental to the swine industry in the United States if the pig being imported was infected. Pot bellied pigs that are private pets are classified as pets not livestock.

If further clarification is needed,
Please call this office at (301) 734-4972

Sincerely
Steve Smith
Animal Health Technician
Animal Care

This page was printed from http://www.petpigzone.com

Print

Letter Date: Jan. 6, 1994

State of Illinois department of Agriculture letter

State of, Illinois
Bureau of Animal Health
217/782.4944

Bureau of Animal Welfare
Inspection Section 217/782-+944

January 6/ 1994

TO WHOM IT MAY CONCERN:

This letter is in regard to the classification of pot-bellied pigs. In as much as those animals are sold by pet shops, kept as ornamental pets, and are not utilized a source of food for human consumption, this department considers them as pet animals.
They must meet the requirements to comply with the brucellosis and pseudorabies regulations relative to the sale and inportation of swine as stated for the state of Illinois which are administered by the Bureau of Animal Health of this Department

Very truly yours,

BUREAU OF ANIMAL WELFARE

David R. Bromwell, D.V.M. Chief Veterinarian

DRB/tjp

This page was printed from http://www.petpigzone.com

Print

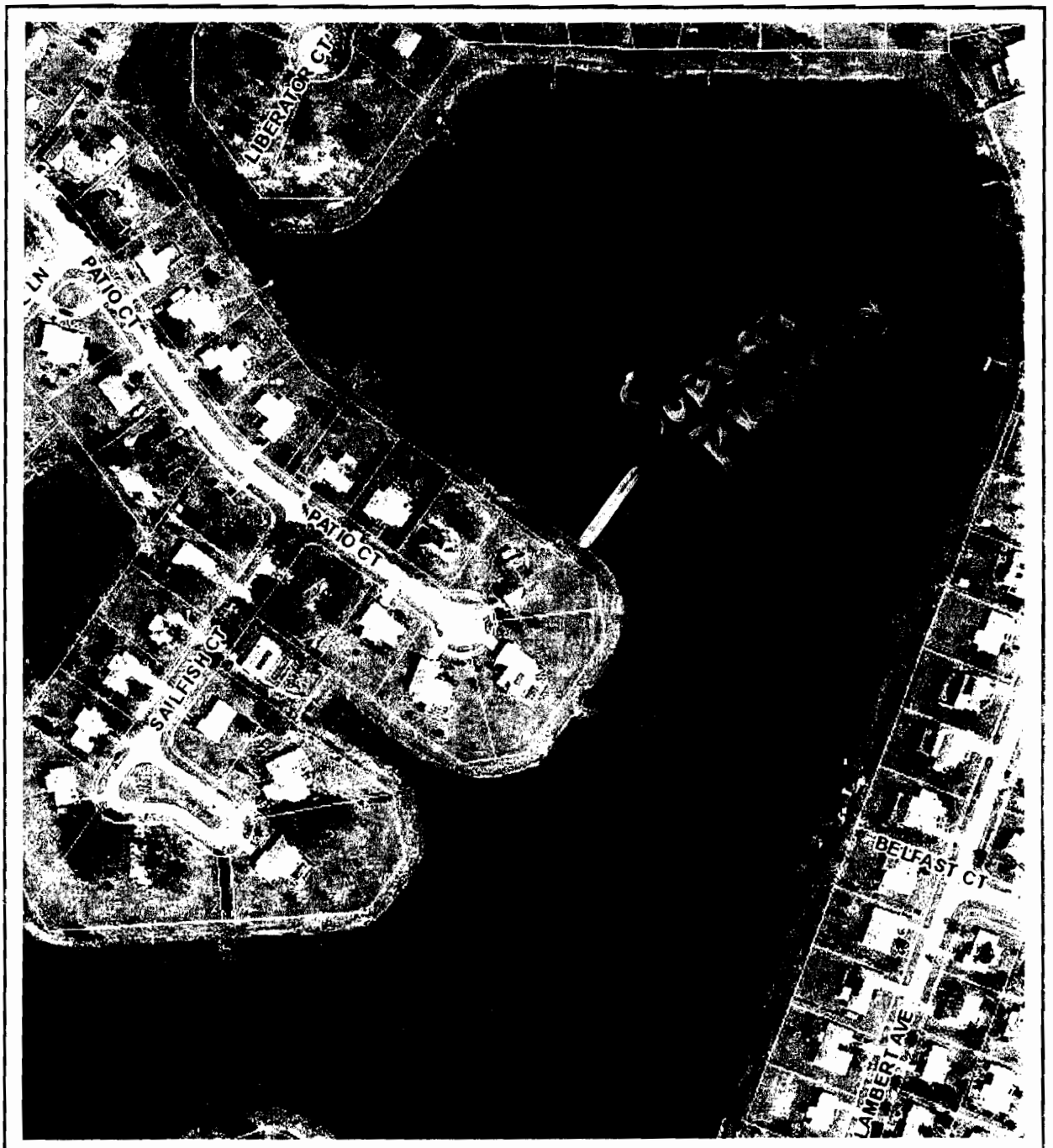
Letter Date: July 28 1997

Oregon Department of agriculture letter for Pet pigs

I received a note in the mail today from Bruce Pokarney, Directior of communications ODA:
603-010-053:
As used in ORS Chapter 607,
"swine" means a breed of domestic pig that is used for food production, but does not include any breed used primarily as a pet (e.g. pot-bellied pig).

Stat. Author.: ORS 561.190
Stats. Implemented ORS 607.005

This page was printed from http://www.petpigzone.com

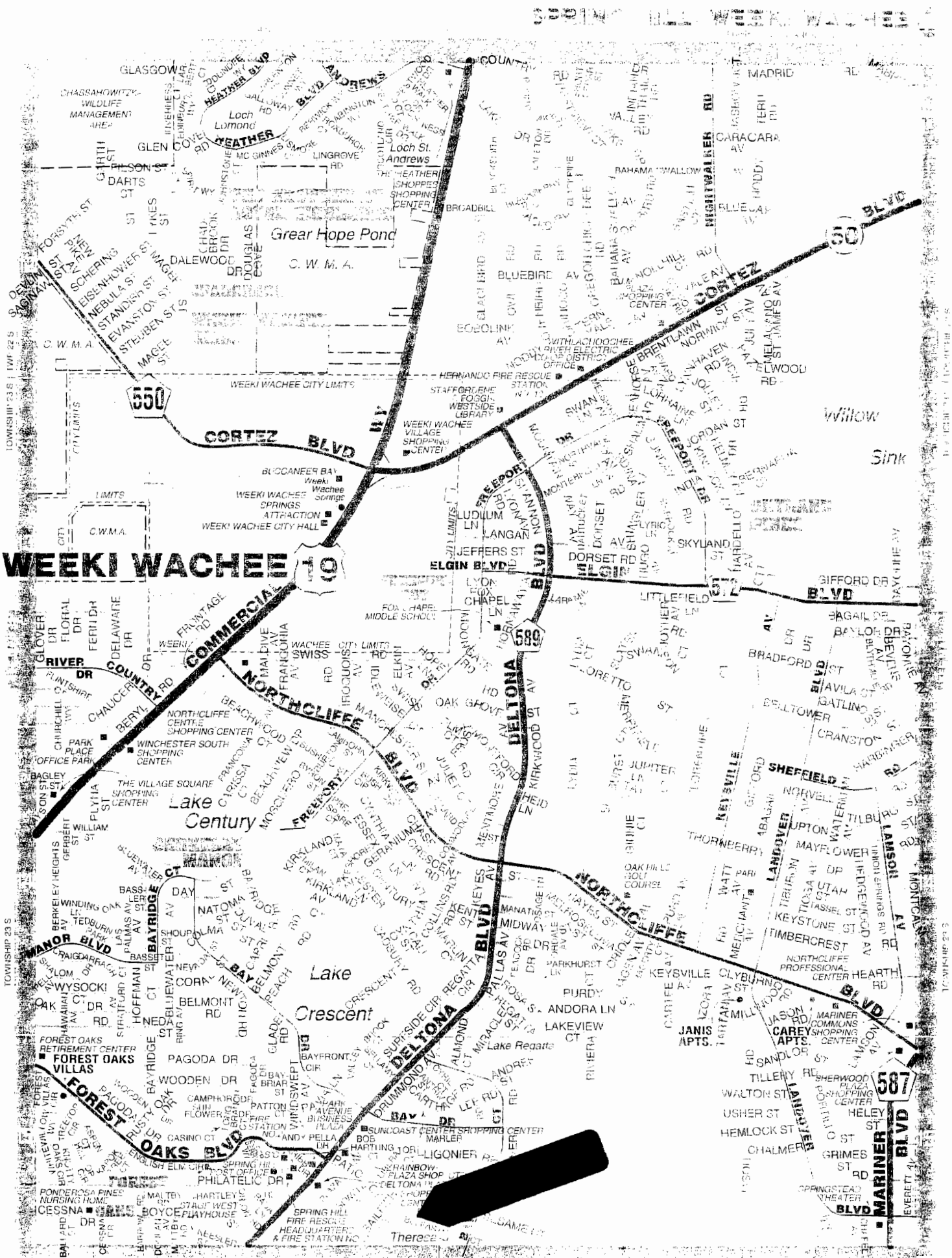


Hernando County Property Appraiser

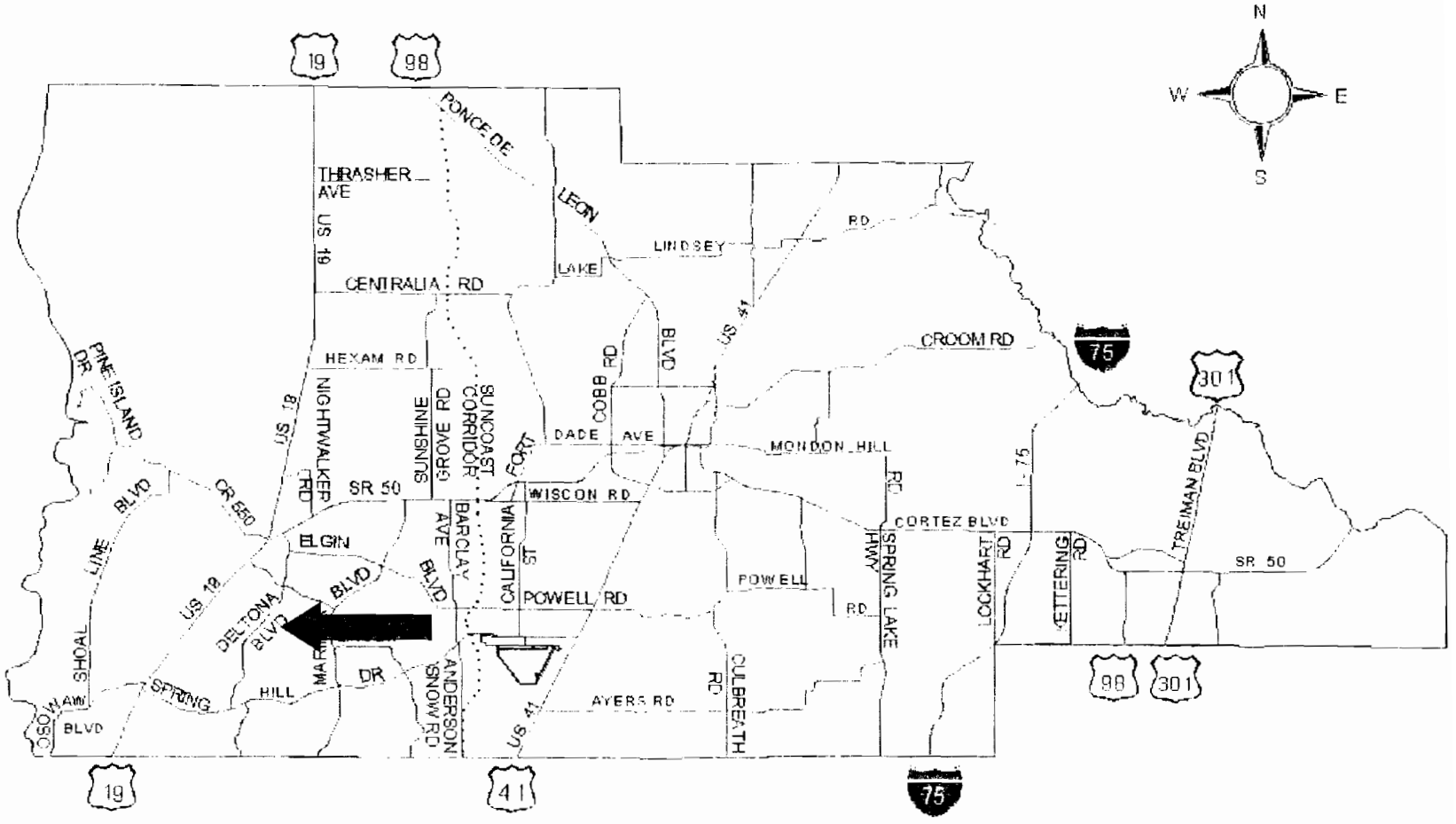
PARCEL:

Name:	LandVal
Site:	BldgVal
Mail:	JustVal

0 0.010.02 0.03 mi


WEEKI WACHEE
GLASGOW
COUNTRY
MADRID
Loch Lomond
Loch St. Andrews
Grear Hope Pond
C. W. M. A.
DALEWOOD
BLUEBIRD
CORTEZ BLVD
550
WEEKI WACHEE CITY LIMITS
WEEKI WACHEE VILLAGE SHOPPING CENTER
BUCCANEER BAY
WEEKI WACHEE SPRINGS ATTRACTION
WEEKI WACHEE CITY HALL
HERNANDO FIRE RESCUE STATION
STAFFORD/ENE FOGGIE WESTSIDE LIBRARY
WITHLACOOCHEE RIVER ELECTRIC COOP. DISTRICT OFFICE
Willow
Sink
LUDLUM
LANGAN
JEFFERS ST
ELGIN BLVD
SKYLAND
DORSET RD
GIFFORD DR
LITTLEFIELD
FOX CHAPEL MIDDLE SCHOOL
COMMERCIAL
NORTHCLIFFE BLVD
DELTONA BLVD
FREEPORT
RIVER DR
COUNTRY RD
NORTHCLIFFE CENTRE SHOPPING CENTER
WINCHESTER SOUTH SHOPPING CENTER
THE VILLAGE SQUARE SHOPPING CENTER
Lake Century
Lake Crescent
Lake Regatta
MANOR BLVD
BAYRIDGE
FOREST OAKS BLVD
FOREST OAKS RETIREMENT CENTER
FOREST OAKS VILLAS
PAGODA DR
WOODEN DR
SUNCOAST CENTER SHOPPING CENTER
MAHLER
BOB HARTLING JR
LIGONIER
RAINBOW PLAZA SHOP CTR
DELTONA PLAZA SHOPPING CENTER
PHILATELIC DR
POST OFFICE
PONDEROSA PINES NURSING HOME
CESSNA
BOYCE PLAYHOUSE
STAGE WEST
SPRING HILL FIRE RESCUE HEADQUARTERS & FIRE STATION NO.
SUNSET PARK
SUNSET PARK ELEMENTARY SCHOOL
SUNSET PARK SHOPPING CENTER
SUNSET PARK PROFESSIONAL CENTER
SUNSET PARK PHARMACY
SUNSET PARK PROFESSIONAL CENTER
SUNSET PARK SHOPPING CENTER

Hernando County, Florida



PREPARED BY: THE HERNANDO COUNTY PLANNING DEPARTMENT
PREPARED DATE: JUNE 2000

3 0 3 6 Miles

JOINT STIPULATION

Shawn and Deborah Knight, (hereinafter referred to as "Knight"), and Hernando County, a political subdivision of the State of Florida (hereinafter referred to as the "County", stipulate and agree to the following:

STIPULATED FACTS AND CONCLUSIONS OF LAW

1. Knight resides on, or has an interest in, a lot located at 9225 Patio Court, Spring Hill, FL 34608, having Hernando County Property Key No. 440561 (hereinafter referred to as the "Property").

2. The Property is zoned PDP-SF under the County's Zoning Code.

3. Pot-bellied pigs are not permitted in a PDP-SF Residential District.

4. Knight currently keep 1 pot-bellied pig on the Property. The pig has the following name: Cupid (13 year old male), hereinafter individually referred to as the "Pig".

5. Knight is currently in violation of the County's PDP-SF Residential District regulations and is subject to enforcement action by the County Code Enforcement Department.

6. Knight's appeal of an administrative decision (A-07-01) was denied by the Board of County Commissioners on April 24, 2007; however the parties desire to amicably resolve present and future compliance and/or code enforcement actions.

7. The parties agree that this Joint Stipulation is unique to the facts, parties, and special circumstances herein and is not intended to have precedential value of any kind.

STIPULATED DISPOSITION

1. Knight agrees not to keep any pigs on the Property other than the Pig described above. In the event the Pig is given away, sold, or transferred to another, leaves the Property without returning, or dies, Knight shall not replace such pig.

2. In the event Knight moves to another location within Hernando County, the party understands and agrees that this Joint Stipulation is not transferrable to any other location and Knight shall be strictly held to all requirements of the County's Zoning Codes at such new location.

3. For so long as Knight remains in compliance with this Joint Stipulation, the County agrees to suspend and abate any and all enforcement compliance actions and forego all fines against Knight and/or the record title owner to the Property to the extent such enforcement/compliance action or fine relates to keeping the Pig on the Property.

Nothing herein is intended to prevent the County from enforcing any other violation of law, now or in the future, or from enforcing any breach of this Joint Stipulation. Further, notwithstanding anything to the contrary, the foregoing covenant by the County is expressly limited to Knight and is not intended to run with the Property, and the rights and privileges hereunder are not tranferrable or assignable.

4. In the event Knight violates this Joint Stipulation by keeping animals other than the Pig described above or those expressly allowed in the PDP-SF zoning district, then such violation(s) may be prosecuted as a "second" or "repeat" offense in any new Code Enforcement proceeding.

5. Each party shall bear their own attorney fees and costs related to or arising out of this Joint Stipulation, the facts herein, or any appeal hereof.

6. This Joint Stipulation may not be recorded in the Public Records of Hernando County.

7. This Joint Stipulation may be executed in multiple counterparts, each of which shall be deemed an original.

Witness our hands and seals below on the date signed. This Joint Stipulation shall become effective on the date signed by the last party hereto.

Signed this _____ day of April, 2007

Shawn Knight

Signed this _____ day of April, 2007

Deborah Knight

Signed this _____ day of April, 2007

Grant E. Tolbert
Director, Hernando County
Development Department

Signed this _____ day of April, 2007

Frank McDowell, III
Director, Hernando County
Code Enforcement Department

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

BY _____
County Attorney's Office

POTBELLIED PIG ZONING ORDINANCES IN THE UNITED STATES

Nevada
- Las Vegas
- North Las Vegas
- Reno

New Jersey
- Camden County
- Gloucester County

New York
- New York City

North Carolina
- Weaverville

Ohio
- Akron
- Cincinnati

Oregon
- Aumsville
- Gresham
- Portland
- Springfield

Pennsylvania
- Harrisburg
- Swatara Township
- Wrightsville

South Dakota
- Rapid City

Tennessee
- Chattanooga

Texas
- Amarillo
- Arlington
- Austin
- Belton
- Benbrook
- College Station
- Colleyville
- Dallas
- El Paso
- Fort Worth
- Garland
- Grand Prairie
- Henderson
- Irving
- Kirby
- Krum
- North Richland Hills
- Southlake
- Tomball
- Waxahachie

Utah
- Moab
- Provo
- Salt Lake City

Virginia
- Chesapeake
- Fairfax
- Hanover County
- Henrico County
- King George County
- Roanoke County

Washington
- Chewelah
- King County
- Palouse
- Prosser
- Seattle
- Thurston
- Vancouver
- Walla Walla

Wisconsin
- Village of Cambridge
- Waukesha

A-07-01

POTBELLIED PIG ZONING ORDINANCES IN THE UNITED STATES

BELOW IS A STATE BY STATE LISTING OF CITIES THAT HAVE PASSED ZONING ORDINANCES SPECIFICALLY PERMITTING POTBELLIED PIGS. THIS LIST IS NOT COMPLETE AS CHANGES IN STATE LAWS ARE TAKING PLACE EVERY DAY.

Arizona

- Apache Junction
- Avondale
- Bullhead City
- Casa Grande
- Goodyear
- Payson
- Phoenix
- Scottsdale
- Yuma

California

- Amador
- Arroyo Grande
- Bakersfield
- Berkeley
- Beverly Hills
- Burbank
- Camarillo
- Chino
- Chino Hills
- Chula Vista
- Clovis
- Corning
- El Cajon
- Hayward
- Hesperia
- Kern County
- La Mesa
- La Quinta
- Laguna Hills
- Lancaster
- Lathrop
- Lompoc
- Loomis
- Los Alamitos
- Los Angeles
- Malibu
- Manteca
- Modesto
- Monterey Park
- Moorpark
- Moreno Valley
- Murrieta
- National City
- Norco Municipal
- Novato
- Ojai
- Pacifica
- Palo Alto
- Paso Robles
- Patterson
- Pittsburg
- Placer County
- Red Bluff
- Redding
- Redondo Beach
- Rio Vista
- Riverside
- Rocklin
- Rohnert Park
- Sacramento City
- San Diego
- San Dimas
- San Francisco {City & County}
- San Jacinto
- San Joaquin County / Stockton
- San Leandro
- San Rafael
- Santa Barbara County
- Santa Rosa
- Santee
- Sausalito
- Shasta Lake
- Simi Valley
- South Pasadena
- St. Helena
- Tehama County
- Temecula
- Tracy
- Vacaville
- West Covina
- West Hollywood
- West Sacramento

Colorado

- Arvada
- Aurora
- Commerce City
- Denver
- Englewood
- Federal Heights
- Lakewood
- Longmont
- Manitou
- North Glenn
- Thorton
- Westminster

Florida

- Dade City
- Ft. Meyers
- Largo
- Lee County
- Pascoe County {New Port Richey}
- Pinellas Park
- Safety Harbor
- St. Petersburg

Georgia

- Auburn
- Roswell

Illinois

- Chicago
- Hainesville
- Maroa
- Mundelein

Indiana

- Austin
- Plymouth

Kansas

- Derby
- Hutchinson
- Kansas City
- Nickerson
- Wichita

Maryland

- Odenton

Massachusetts

- Lynn

Michigan

- Lincoln Park
- Wayland

Minnesota

- Zimmerman

Missouri

- Kansas City
- St. Louis

Montana

- Billings
- Miles City

Nebraska

- Hawthorne
- Omaha

A-07-01

692786

Certificate of Registration

POTBELLIED PIG REGISTRY SERVICE, INC.

P.O. Box 680
Pleasant Grove, CA 95668

NAME	ID NUMBER	SEX
CUPID'S BLEEDING HEART(KDC)	NSB B10	BARROW

COLOR	DESCRIPTION	DATE BORN
BLACK & WHITE		12/10/94

OWNER	CITY	STATE
KNIGHT, DEBORAH C.	HOLIDAY, 3315 JARVIS ST.	FL 34690

BREEDER	CITY	STATE
HORNSBY, CLAIRE	LAND O LAKES,	FL 34639

SIRE

SON OF ROMEO(NSB) — DFH 001

ROMEO(WSD) - VAM P08

COOKIE DAVENPORT(DFH)-WSF 015

DAM

ROXANNE(NSB) — NSB 007

RILEY(PRS) - UND G44

PATSY SWINE(DJM) - PRS B17

This certificate is written evidence of the breeding of the above named animal. This acceptance is based upon an application duly certified by the breeder or owner. This certificate is subject to correction and cancellation under the rules of the Potbellied Pig Registry Service. The Potbellied Pig Registry Service will not be liable under this certificate for any mistakes therein, based upon an error or misrepresentation in the application thereof, and in case of such error or misrepresentation the Potbellied Pig Registry Service reserves the right to cancel or correct this certificate of registration.

In witness whereof we have hereunto affixed the seal at Pleasant Grove, CA.

Date 03/29/95

Robert Clark

OFFICIAL SIGNATURE

Ruth B. Blaney

Activity Card

06-006022-1 **INV/NEGLI** Priority Level: **NORM** Total Animals: 3 Animal Type: DOG

Activity Address: 9225 PATIO CT
Activity Comment: NEGLECT - CROSS STREET SAILFISH CT

Caller Information:

UNKNOWN PERSON
UNKNOWN

Result Codes:

1 LEFT MESSAGE AT SUSPECTS ADDRESS
1 EDUCATED SUSPECT

Officer: P999305 BLAKE Clerk: KJAMES

Call Date:	05/10/06 10:52 AM
New Date:	05/10/06 10:52 AM
Dispatch Date:	05/10/06 11:16 AM
Working Date:	05/10/06 02:59 PM
Complete Date:	05/10/06 03:05 PM

M06-006555

5/10/06 - 2 annon. callers both stated there are 3 dogs- 1) greyhound 1)brown 1)black dog and a cat and a potbelly pig are all caged together. Compl. state there is only a torn tarp covering the small pen. Compl. state the animals are in poor condition and have never been taken out. KJ

5-10-06- No one was home I lft a NOV on the front door for the animal owners to contact me. I heared some dogs barking from the backyard. I went around the side of the house because there was no fence. I saw 3 dogs in a chain link pen w/ 2 large plastic dog houses w/ fresh flowing water. I did see another pen that also had a plastic dog house but was not able to see what was in the pen. All the animals appeared to be in good conition.TB

M06-006569

5-11-06- I spoke to Mr. Knight at (727)-505-8427. I explained to him about the compl. I gave him a 20 day verbal warning over the phone. 3 dogs and 1 cat w/ the pig. Cat is not vacc. and will get the cat vacc. Brown- colby, greyhound-tony, black spaniel mix bear, cat is "stranger", pig- cupid. I told Mr. Knight that I would turn over the pig case to code enfr.TB

5-27-06- Mr. Knight called me back and had gotten all of his animals vacc. at Pet Vet on Sat. 5-27-06.TB

A-07-01

A-07-01

April, 2007

RE: Pot Belly Pig Variance

I, the undersigned, am a resident of Patio Ct. residing within 250' of the Knight family. I am aware of the fact that they have and care for a Pot Belly pig purely for the same reasons any other pet owner may do.

I do not have any issues with the said animal living in my community, it creates no problems by any means including sounds, smells and is not visable from any roadway or sidewalk.

I am aware of the court date on 4/24/07 at 10am and will be signing this letter due to not being able to attend the hearing. Cupid is a family pet that the kids enjoy seeing and playing with. Thank you for your time,

Melodee Alvin 9235 Patio Ct. - Didn't know there was a pig.

Anna Guertin 9195 Patio Ct - Fine with me

Tom MARKS 9205 PATIO CT - DIDN'T KNOW THEY HAD ONE

Karl Knight 9210 PATIO CT - OK. Fine with me

A-07-01

March 2, 2007

To whom it may Concern:

I am aware that Debbie & Shawn Knight have a pot belly pig in their back yard. This is not a problem for me. there is NO noise or smell. Debbie & Shawn have always been the best of neighbors. I have more problems with other neighbors who let their dogs run loose

Regards

Michael Rath
9220 Patio Court
Spring Hill, FL. 34608

30 Runnerville Rd
Williamsport, Pa.
17701

Steven W. Koepke and Cynthia R. Koepke
9215 Patio Court
Spring Hill, FL 34608

RECEIVED
APR 20 2007
HERNANDO COUNTY
DEVELOPMENT DEPT.

Board of County Commissioners
Hernando Development Services
789 Providence Boulevard
Brooksville, FL 34601
16 April 2007

RE: File Number A-07-01

Dear County Commissioners:

We are writing against the granting of an appeal by Deborah Knight to keep a pot-bellied pig on her property. The residents of this neighborhood pay suburban, residential property taxes and live in homes with suburban residential prices. The sound of a pig and the smell of a pig pen are not appropriate to this. We are concerned that the presence of a pig in the neighborhood could have a negative effect on property values. We are also concerned that granting a variance for this one pig could set a precedence that would open the door for other livestock and exotic pets, further diminishing the suburban, residential lifestyle we moved here to enjoy. Please, do not grant this variance.

Sincerely,

Steven W. Koepke & Cynthia R. Koepke

Steven W. Koepke and Cynthia R. Koepke

Douglas S. Reuel
9151 Patio Court
Spring Hill, FL 34608

RECEIVED
APR 23 2007
HERNANDO COUNTY
DEVELOPMENT DEPT

Board of County Commissioners
Hernando Development Services
789 Providence Boulevard
Brooksville, FL 34601
17 April 2007

RE: File Number A-07-01

Dear County Commissioners:

I am writing against the granting of an appeal by Deborah Knight to keep a pot-bellied pig on her property. The residents of this neighborhood pay suburban, residential property taxes and live in homes with suburban residential prices. The sound of a pig and the smell of a pig pen are not appropriate to this. I am concerned that the presence of a pig in the neighborhood could have a negative effect on property values. I am also concerned that granting a variance for this one pig could set a precedence that would open the door for other livestock and exotic pets, further diminishing the suburban, residential lifestyle I moved here to enjoy. Please, do not grant this variance.

Sincerely,

Douglas S. Reuel, Douglas Reuel

RECEIVED
FEB 2 6 2008
HERNANDO COUNTY
DEVELOPMENT DEPT.

RECEIVED
MAY 1 0 2007
HERNANDO COUNTY
DEVELOPMENT DEPT.

JOINT STIPULATION

Shawn and Deborah Knight, (hereinafter referred to as "Knight"), and Hernando County, a political subdivision of the State of Florida (hereinafter referred to as the "County", stipulate and agree to the following:

STIPULATED FACTS AND CONCLUSIONS OF LAW

1. Knight resides on, or has an interest in, a lot located at 9225 Patio Court, Spring Hill, FL 34608, having Hernando County Property Key No. 440561 (hereinafter referred to as the "Property").

2. The Property is zoned PDP-SF under the County's Zoning Code.

3. Pot-bellied pigs are not permitted in a PDP-SF Residential District.

4. Knight currently keep 1 pot-bellied pig on the Property. The pig has the following name: Cupid (13 year old male), hereinafter individually referred to as the "Pig".

5. Knight is currently in violation of the County's PDP-SF Residential District regulations and is subject to enforcement action by the County Code Enforcement Department.

6. Knight's appeal of an administrative decision (A-07-01) was denied by the Board of County Commissioners on April 24, 2007; however the parties desire to amicably resolve present and future compliance and/or code enforcement actions.

7. The parties agree that this Joint Stipulation is unique to the facts, parties, and special circumstances herein and is not intended to have precedential value of any kind.

STIPULATED DISPOSITION

1. Knight agrees not to keep any pigs on the Property other than the Pig described above. In the event the Pig is given away, sold, or transferred to another, leaves the Property without returning, or dies, Knight shall not replace such pig.

2. In the event Knight moves to another location within Hernando County, the party understands and agrees that this Joint Stipulation is not transferrable to any other location and Knight shall be strictly held to all requirements of the County's Zoning Codes at such new location.

3. For so long as Knight remains in compliance with this Joint Stipulation, the County agrees to suspend and abate any and all enforcement compliance actions and forego all fines against Knight and/or the record title owner to the Property to the extent such enforcement/compliance action or fine relates to keeping the Pig on the Property.

Nothing herein is intended to prevent the County from enforcing any other violation of law, now or in the future, or from enforcing any breach of this Joint Stipulation. Further, notwithstanding anything to the contrary, the foregoing covenant by the County is expressly limited to Knight and is not intended to run with the Property, and the rights and privileges hereunder are not tranferrable or assignable.

4. In the event Knight violates this Joint Stipulation by keeping animals other than the Pig described above or those expressly allowed in the PDP-SF zoning district, then such violation(s) may be prosecuted as a "second" or "repeat" offense in any new Code Enforcement proceeding.

5. Each party shall bear their own attorney fees and costs related to or arising out of this Joint Stipulation, the facts herein, or any appeal hereof.

6. This Joint Stipulation may not be recorded in the Public Records of Hernando County.

7. This Joint Stipulation may be executed in multiple counterparts, each of which shall be deemed an original.

Witness our hands and seals below on the date signed. This Joint Stipulation shall become effective on the date signed by the last party hereto.

Signed this 24th day of April, 2007

Shawn Knight

Signed this 24TH day of April, 2007

Deborah Knight

Signed this 27 day of April, 2007

Grant E. Tolbert
Director, Hernando County
Development Department

Signed this 27th day of April, 2007

Frank McDowell, III
Director, Hernando County
Code Enforcement Department

RECEIVED
APR 30 2007
HERNANDO COUNTY
DEVELOPMENT DEPT.

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY _____
County Attorney's Office

STAFF REPORT
BCC Date: April 24, 2007

PETITIONER: Sandra Price

FILE NUMBER: A-07-02

PURPOSE: Appeal of Administrative Decision to Allow a Pot-bellied Pig in a Residential Zoning District

LOCATION: South side of Cara Street, approximately 175' east of New Azora Road

CURRENT ZONING: R-1C

Letters received: 0

STAFF FINDINGS:

SURROUNDING ZONING	SURROUNDING LAND USE
North: R-1C	North: Residential
South: R-1C	South: Residential
East: R-1C	East: Residential
West: R-1C	West: Residential

1. The appellant is appealing an administrative decision regarding the keeping of farm animals (pigs) in a residential zoning district. The petitioner presently has a pot-bellied pig named Mr. Piggy on the property.

2. The subject parcel measures approximately 100 feet by 215 feet and is located in Phase I, Horizon North subdivision. The subject parcel is surrounded on three sides by residentially zoned properties that are developed with single family homes.

3. The petitioner has stated that Mr. Piggy is one year old and has a life span of 8-18 years.

4. On several occasions a determination was made by County staff and upheld by the Board of County Commissioners that pigs, including Pot Bellied Pigs, are farm animals and are permitted in the agricultural district and not permitted in residential districts.

5. The petitioner is asking the Board of County Commissioners to overturn the determination of the administrative official and allow the pig to remain in the residential district.

STAFF RECOMMENDATION: That the Board of County Commissioners review the above petition and uphold the determination of the administrative official that farm animals are not a permitted use in the R-1C residential zoning district.

AGENDA ITEM I 6.

Sandra A Price
10042 Cara St
Spring Hill, FL 34608
352-666-6859

February 15, 2007

Board of County Commissioners,
Hernando County Florida

Regarding: Appeal of Finding
Mr. Gary Fisher
Zoning Administrator & Permit Manager
789 Providence Blvd
Brooksville, FL 34601
Letter dated July 21, 2006
RE: Farm Animals in Residential District
(attachments 1-3)

Dear Commissioners,

It appears the initial finding in the case of my pet is based on livestock/swine zoning classifications and presumably established before the mid 1980s when the pet pot bellied pig was first introduced to the United States. I say presumably established because I cannot ascertain when the Ordinance governing said violation was written. Moreover, I've researched the Code of Ordinances, County of Hernando, Florida for the description of the code that I'm supposedly in violation of [Hernando County Code of Ordinance Chapter/Appendix A, Article IV, Section 2] and cannot find anything relating to pet pot bellied pigs.

To liken a pet pot bellied pig to that of the distant relative swine/farm animal is not just. Examples are comparing the catfish in my aquarium to the one in the lake; a pet dog (of any size) to a wolf/fox or pet cat to that of a tiger...the examples are endless but legitimate.

I purchased my pet from a pet store in Hernando County and paid sales tax (attachment 4) on that purchase. It's to my understanding that sales tax is not applicable on livestock/farm animals.

My pet was 8-days old when I brought him home. I bottle fed him for the next three months. After he was established on semi-solid food I pursued wellness exam, immunizations, neutering and a microchip implant for him (attachments 5-8.) On March 17, 2007 he'll turn one year old.

Life span is comparable to that of a dog, generally 8–18 years.
Weight varies with each individual pot bellied, as with every other creature; but generally 50–150 pounds. However, the size a 100 pound pot bellied is equivalent to that of a 35-40 pound dog. My pet is approximately 35 pounds and at maturity (age 3) he may weigh 105 pounds based on gaining 35 pounds a year for three years; still much smaller in size to my 90 pound dog.

Mr. Piggy is an indoor pet; however, I've recently installed a six-foot privacy fence (attachment 9) for the times when he is enjoying fresh air and the sun. He poses no threat/danger to humans or any other animal; he plays with and enjoys the company of my other household pets a dog and cat. He is harness/leash trained and behaves wonderfully.

I am open to all suggestions on how I might improve on the maintenance and care I provide for my animal so that I may continue to have the honor of keeping my pet, Mr. Piggy.

I respectfully request a variance, licensing and approval from the Board to allow this pet to stay in his home where he is wanted, loved and cared for.

With the deepest of Sincerity,

Sandra A Price

Sandra A Price

Attachments (9)
cc: w/a
Officer Gail Gilchrist
Code Enforcement Officer
Code Enforcement Hernando County
Government Center
20 North Main St
Room 164
Brooksville, FL 34601

State of Florida
County of Hernando

Sworn to and subscribed before me
this 15th day of February, 2007.
by Sandra A Price

Caroline S Matthews

Caroline S. Matthews
My Commission DD312870
Expires April 22, 2008

ID Produced FL DL P620-781-57-759-1

Board of County Commissioners

Hernando County Development Services
789 Providence Boulevard
Brooksville, Florida 34601

Visit Us on the Internet:
www.co.hernando.fl.us

Department: 352-754-4050
Fax: 352-754-4416 Permitting - Brooksville
Fax: 352-688-5056 Permitting - Spring Hill
Fax: 352-754-4159 Licensing and Administration

July 21, 2006

Sandra Price
10042 Cara Street
Spring Hill FL 34608

RE: Farm Animals in Residential District

Dear Ms. Price:

Thank you for your letter dated 7/18/06, regarding the keeping of a pot-bellied pig on your property. Pigs are considered farm animals and would only be allowed under our Agricultural zoning classification. The raising of farm animals is not allowed in any of our residential zoning districts and is a violation of the Hernando County Code of Ordinances.

This determination can be appealed to the Board of County Commissioners for their review and determination. A copy of the appeal application is attached for your convenience.

Sincerely

Gary L. Fisher
Zoning Administrator

jag
att

Sandra A Price
10042 Cara St
Spring Hill, FL 34608
352-666-6859

July 18, 2006

Reference: Notice of Violation #165013 (extended two weeks)

VIA OVERNIGHT MAIL (FEDEX 790003046719)

Mr. Gary Fisher
Zoning Administrator & Permit Manager
789 Providence Blvd
Brooksville, FL 34601

Dear Mr. Fisher,

With regard to the above mentioned notice of violation (enclosure 1) I respectfully request additional information:

Number/Section/Article of the Code/Ordinance of said violation.

I've researched the Code of Ordinances, County of Hernando, Florida for the description of the code that I'm allegedly in violation of; but, cannot find anything relating to pet pot bellied pigs.

I submit the following definitions which I obtained from the Code of Ordinances:

Animal: any living, dumb creature.

Livestock: animals kept for ***husbandry***, including but not limited to horses, mules, burros, asses, cattle, sheep, goats, swine, and other hoofed and furbearing domesticated animals being raised in captivity, also including fowl, chickens, duck, geese, turkeys, peacocks, guinea fowl, ostriches, emus, rheas. (My animal is neither for breeding nor a food source for human or animal consumption.)

Ordinance: any ordinance relating to the care or control of animals enacted by the board, the violation of which is a civil infraction. (This is the area in which I request the number/section/article governing pet pot bellied pigs.)

Pet: any living dumb creature, excluding feral and wild animals. (This best describes my animal.)

Responsible Person: a person of such maturity, physical strength, experience and sensitivity to maintain physical control of an animal to prevent it from escaping and to fully realize the consequences of the animal's actions. (This best describes me.)

As a background glimpse of my pet, Mr. Piggy, I've enclosed copies of the following documents:

Receipt from PetCity, 13154 Cortez Blvd, Brooksville, Fl 34613 on the purchase of my pet pot bellied pig (enclosure 2.)

Documentation of the following items for my pet Mr. Piggy:

wellness exam and immunizations received thus far from Three Oaks Veterinary Services, Inc., 7059 Broad Street S, Brooksville, Fl 34601 (enclosure 3.)

Neuter procedure/certification from the above referenced veterinary service (enclosures 4 and 5.)

"Home Again Microchip Implant" certification (as an extra precaution for keeping him safe (enclosure 6.))

Photo clips of my adorable pet—Mr. Piggy (enclosure 7.)

On a personal note Mr. Piggy is loved, obedient, playful, house broken, an indoor pet which gets along wonderfully with his housemate the pet cat, wags his tail from pleasure constantly, thoroughly enjoys the company of people, learns quickly and does tricks to mention just a few of his attributes. He does not present a danger to humans or any other animal. For all intentional or literal purposes this animal is a household pet in every respect and should be viewed as such.

In addition to my above stated request, Mr. Fisher, I ask for your assistance in obtaining 'official pet-hood' status and licensing for my pet pot bellied pig Mr. Piggy.

Should you want additional information of any kind whether directly relating to Mr. Piggy or on pet pot bellied pigs in general I'll be happy to provide you with whatever is needed.

Sincerely,

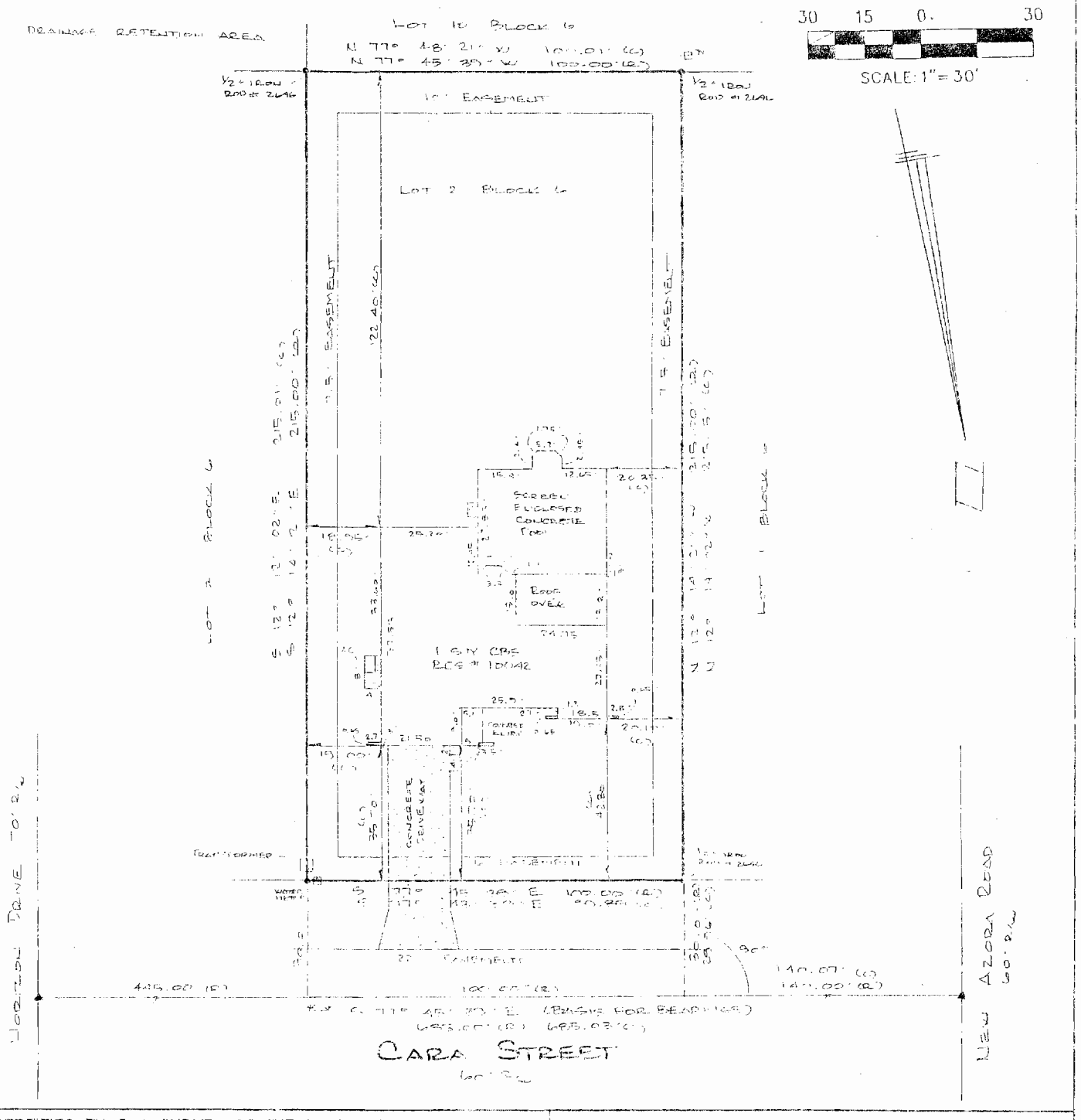
Sandra A Price

Enclosure (7)

cc: w/e
VIA OVERNIGHT MAIL (FEDEX 791054813359)
Officer Gail Gilchrist
Code Enforcement Officer
Code Enforcement Hernando County
Government Center
20 North Main St
Room 164
Brooksville, FL 34601

MAP OF SURVEY – BOUNDARY SURVEY

FOR MORTGAGE PURPOSES



THIS CERTIFIES THAT A SURVEY OF THE PROPERTY DESCRIBED HEREON WAS MADE UNDER MY SUPERVISION AND THAT THE SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61G17-6 FLORIDA ADMINISTRATIVE CODE, PERSUANT TO SECTION 472.027, FLORIDA STATUTES, AND THAT THE MAP HEREON IS A TRUE AND ACCURATE REPRESENTATION THEREOF TO THE BEST OF MY KNOWLEDGE AND BELIEF. SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.

JAMES W. COFFIN,
PROFESSIONAL SURVEYOR AND MAPPER
Florida Registration # 3882
Coffin & McLean Associates, Inc. LB #5232

10/6/03
DATE OF LAST FIELD WORK

CONTROL & CORNER LEGEND

- ● Found 1/2" Iron Rod [illegible]
- ⊛ Found _____ Iron Rod _____
- ○ Set 1/2" Iron Rod LB# 5232
- ○ Found _____ Iron Pipe _____
- ■ Found _____ C.M. _____
- ▲ Found Nail & Disk # 2446
- □ Set 4" x 4" C.M. LB# 5232
- △ Set Nail & Disk _____

Elevations Shown Refer to: ☐ NGVD or ☐ Assumed Datum.

LEGEND: A complete list of abbreviations used in this survey are shown on the back of this page.

Flood Plane Certification: According to the F.I.R.M. Map, Community Panel #120110-0280B Dated: 4-17-86 the property appears to be Flood Zone: C, and the Base Flood Elevation is ____' NGVD.

REVISIONS	DATE

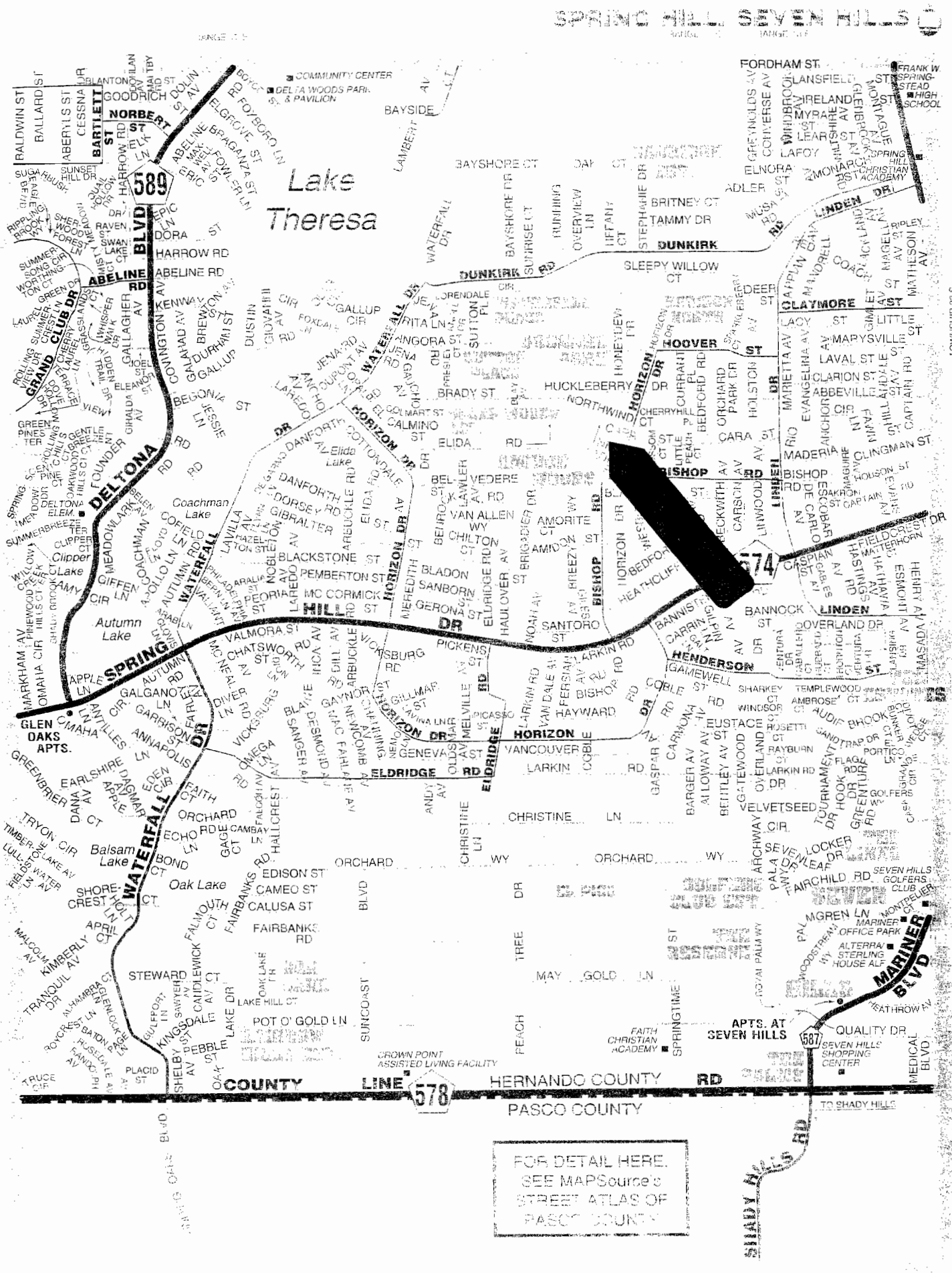
UNLESS SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS SURVEY, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

Page 1 of 2

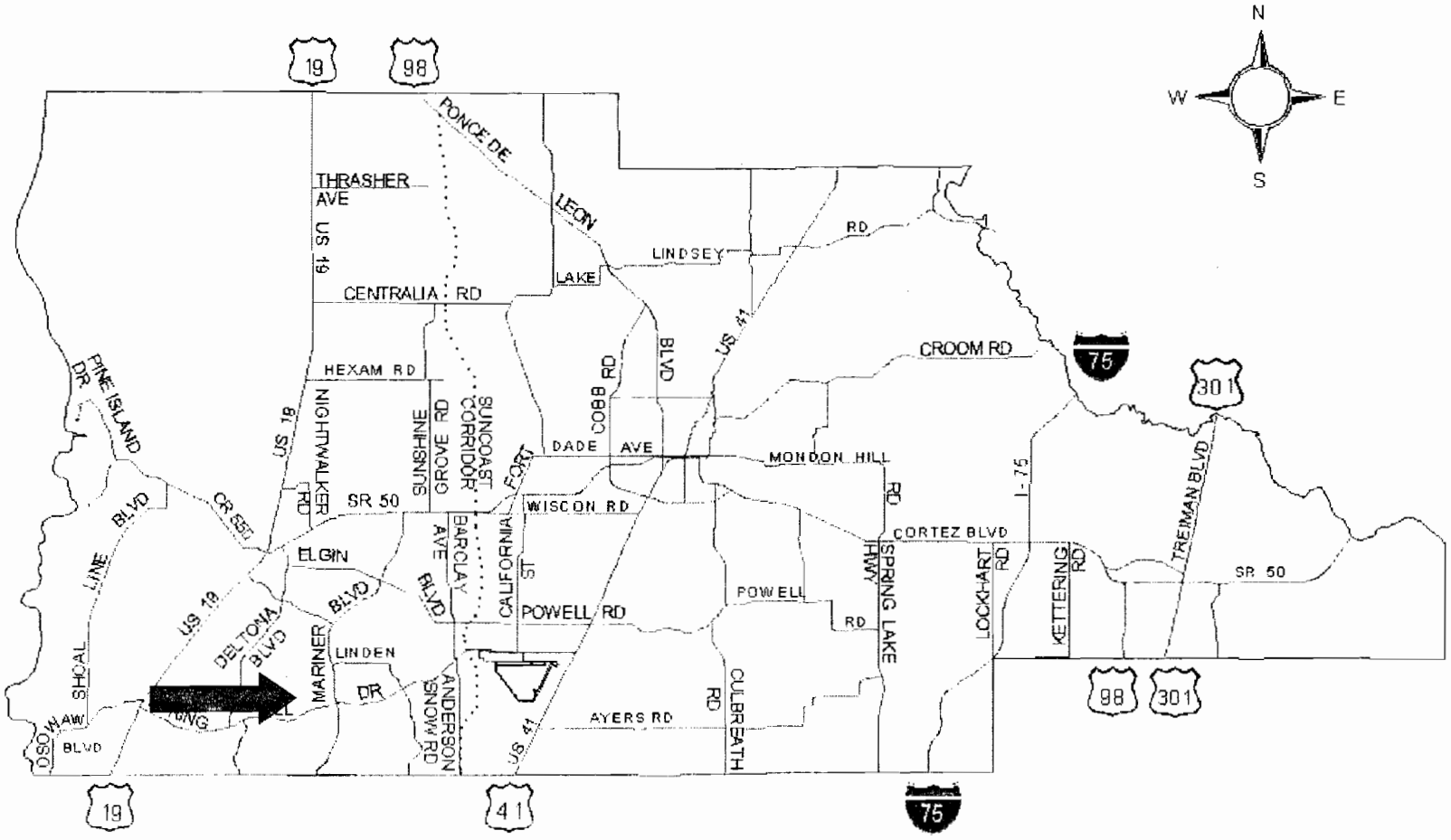
Dist 4.2??

1311

HUCKLEBERRY DR
HORIZON DR
NEWAZORA Rd
NORTHWIND CT
ELIDA RD
CARA ST
HORIZON DR
CARA ST
BLOSSOM CT
NEWAZORA RD
HORIZON DR
EZY WAY
HOP RD
BLACKBURN ST
WESBURN AVE


Lake Theresa
Coachman Lake
Clipper Lake
Autumn Lake
Balsam Lake
Oak Lake
Lake Elida
COMMUNITY CENTER
DELTA WOODS PARK & PAVILION
FRANK W. SPRINGSTEAD HIGH SCHOOL
SPRING HILL CHRISTIAN ACADEMY
GLEN OAKS APTS.
APTS. AT SEVEN HILLS
SEVEN HILLS SHOPPING CENTER
SEVEN HILLS GOLFERS CLUB
FAITH CHRISTIAN ACADEMY
CROWN POINT ASSISTED LIVING FACILITY
MARINER OFFICE PARK
ALTERRA/STERLING HOUSE ALF
COUNTY LINE
HERNANDO COUNTY
PASCO COUNTY
TO SHADY HILLS
FOR DETAIL HERE, SEE MAPSource's STREET ATLAS OF PASCO COUNTY
SPRING HILL SEVEN HILLS
MAP 13
1313

Hernando County, Florida



PREPARED BY: THE HERNANDO COUNTY PLANNING DEPARTMENT
PREPARED DATE: JUNE 2000

3 0 3 6 Miles

JOINT STIPULATION

Sandra Price, (hereinafter referred to as "Price"), and Hernando County, a political subdivision of the State of Florida (hereinafter referred to as the "County", stipulate and agree to the following:

STIPULATED FACTS AND CONCLUSIONS OF LAW

1. Price resides on, or has an interest in, a lot located at 10042 Cara Street, Spring Hill, FL 34608, having Hernando County Property Key No. 1082385 (hereinafter referred to as the "Property").

2. The Property is zoned R-1C under the County's Zoning Code.

3. Pot-bellied pigs are not permitted in a R-1C Residential District.

4. Price currently keeps 1 pot-bellied pig on the Property. The pig has the following name: Mr. Piggy (1 year old male), hereinafter individually referred to as the "Pig".

5. Price is currently in violation of the County's R-1C Residential District regulations and is subject to enforcement action by the County Code Enforcement Department.

6. Price's appeal of an administrative decision (A-07-02) was denied by the Board of County Commissioners on April 24, 2007; however the parties desire to amicably resolve present and future compliance and/or code enforcement actions.

7. The parties agree that this Joint Stipulation is unique to the facts, parties, and special circumstances herein and is not intended to have precedential value of any kind.

STIPULATED DISPOSITION

1. Price agrees not to keep any pigs on the Property other than the Pig described above. In the event the Pig is given away, sold, or transferred to another, leaves the Property without returning, or dies, Price shall not replace such pig.

2. In the event Price moves to another location within Hernando County, the party understands and agrees that this Joint Stipulation is not transferrable to any other location and Price shall be strictly held to all requirements of the County's Zoning Codes at such new location.

3. For so long as Price remains in compliance with this Joint Stipulation, the County agrees to suspend and abate any and all enforcement compliance actions and forego all fines against Price and/or the record title owner to the Property to the extent such enforcement/compliance action or fine relates to keeping the Pig on the Property. Nothing herein is intended to prevent the County from enforcing any other violation of

law, now or in the future, or from enforcing any breach of this Joint Stipulation. Further, notwithstanding anything to the contrary, the foregoing covenant by the County is expressly limited to Price and is not intended to run with the Property, and the rights and privileges hereunder are not tranferrable or assignable.

4. In the event Price violates this Joint Stipulation by keeping animals other than the Pig described above or those expressly allowed in the R-1C zoning district, then such violation(s) may be prosecuted as a "second" or "repeat" offense in any new Code Enforcement proceeding.

5. Each party shall bear their own attorney fees and costs related to or arising out of this Joint Stipulation, the facts herein, or any appeal hereof.

6. This Joint Stipulation may not be recorded in the Public Records of Hernando County.

7. This Joint Stipulation may be executed in multiple counterparts, each of which shall be deemed an original.

Witness our hands and seals below on the date signed. This Joint Stipulation shall become effective on the date signed by the last party hereto.

Signed this _____ day of April, 2007

_____
Sandra Price

Signed this _____ day of April, 2007

_____
Grant E. Tolbert
Director, Hernando County
Development Department

Signed this _____ day of April, 2007

_____
Frank McDowell, III
Director, Hernando County
Code Enforcement Department

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY _____
County Attorney's Office

STAFF REPORT
BCC Date: April 24, 2007

PETITIONER: Sandra Price

FILE NUMBER: A-07-02

PURPOSE: Appeal of Administrative Decision to Allow a Pot-bellied Pig in a Residential Zoning District

LOCATION: South side of Cara Street, approximately 175' east of New Azora Road

CURRENT ZONING: R-1C

Letters received: 0

STAFF FINDINGS:

SURROUNDING ZONING	SURROUNDING LAND USE
North: R-1C	North: Residential
South: R-1C	South: Residential
East: R-1C	East: Residential
West: R-1C	West: Residential

1. The appellant is appealing an administrative decision regarding the keeping of farm animals (pigs) in a residential zoning district. The petitioner presently has a pot-bellied pig named Mr. Piggy on the property.

2. The subject parcel measures approximately 100 feet by 215 feet and is located in Phase I, Horizon North subdivision. The subject parcel is surrounded on three sides by residentially zoned properties that are developed with single family homes.

3. The petitioner has stated that Mr. Piggy is one year old and has a life span of 8-18 years.

4. On several occasions a determination was made by County staff and upheld by the Board of County Commissioners that pigs, including Pot Bellied Pigs, are farm animals and are permitted in the agricultural district and not permitted in residential districts.

5. The petitioner is asking the Board of County Commissioners to overturn the determination of the administrative official and allow the pig to remain in the residential district.

STAFF RECOMMENDATION: That the Board of County Commissioners review the above petition and uphold the determination of the administrative official that farm animals are not a permitted use in the R-1C residential zoning district.

"MINUTES OF"

APR 24 2007

AGENDA ITEM I 6.

Sandra A Price
10042 Cara St
Spring Hill, FL 34608
352-666-6859

February 15, 2007

Board of County Commissioners,
Hernando County Florida

Regarding: Appeal of Finding
Mr. Gary Fisher
Zoning Administrator & Permit Manager
789 Providence Blvd
Brooksville, FL 34601
Letter dated July 21, 2006
RE: Farm Animals in Residential District
(attachments 1-3)

Dear Commissioners,

It appears the initial finding in the case of my pet is based on livestock/swine zoning classifications and presumably established before the mid 1980s when the pet pot bellied pig was first introduced to the United States. I say presumably established because I cannot ascertain when the Ordinance governing said violation was written. Moreover, I've researched the Code of Ordinances, County of Hernando, Florida for the description of the code that I'm supposedly in violation of [Hernando County Code of Ordinance Chapter/Appendix A, Article IV, Section 2] and cannot find anything relating to pet pot bellied pigs.

To liken a pet pot bellied pig to that of the distant relative swine/farm animal is not just. Examples are comparing the catfish in my aquarium to the one in the lake; a pet dog (of any size) to a wolf/fox or pet cat to that of a tiger...the examples are endless but legitimate.

I purchased my pet from a pet store in Hernando County and paid sales tax (attachment 4) on that purchase. It's to my understanding that sales tax is not applicable on livestock/farm animals.

My pet was 8-days old when I brought him home. I bottle fed him for the next three months. After he was established on semi-solid food I pursued wellness exam, immunizations, neutering and a microchip implant for him (attachments 5-8.) On March 17, 2007 he'll turn one year old.

Life span is comparable to that of a dog, generally 8–18 years.
Weight varies with each individual pot bellied, as with every other creature; but generally 50–150 pounds. However, the size a 100 pound pot bellied is equivalent to that of a 35-40 pound dog. My pet is approximately 35 pounds and at maturity (age 3) he may weigh 105 pounds based on gaining 35 pounds a year for three years; still much smaller in size to my 90 pound dog.

Mr. Piggy is an indoor pet; however, I've recently installed a six-foot privacy fence (attachment 9) for the times when he is enjoying fresh air and the sun. He poses no threat/danger to humans or any other animal; he plays with and enjoys the company of my other household pets a dog and cat. He is harness/leash trained and behaves wonderfully.

I am open to all suggestions on how I might improve on the maintenance and care I provide for my animal so that I may continue to have the honor of keeping my pet, Mr. Piggy.

I respectfully request a variance, licensing and approval from the Board to allow this pet to stay in his home where he is wanted, loved and cared for.

With the deepest of Sincerity,

Sandra A Price

Sandra A Price

Attachments (9)
cc: w/a
Officer Gail Gilchrist
Code Enforcement Officer
Code Enforcement Hernando County
Government Center
20 North Main St
Room 164
Brooksville, FL 34601

State of Florida
County of Hernando

Sworn to and subscribed before me
this 15th day of February, 2007.
by Sandra A Price.

Caroline S Matthews

Caroline S. Matthews
My Commission DD312870
Expires April 22, 2008

ID Produced FLDL P460-781-57-759-1

Board of County Commissioners

Hernando County Development Services
789 Providence Boulevard
Brooksville, Florida 34601

Visit Us on the Internet:
www.co.hernando.fl.us

Department: 352-754-4050
Fax: 352-754-4416 Permitting - Brooksville
Fax: 352-688-5056 Permitting - Spring Hill
Fax: 352-754-4159 Licensing and Administration

July 21, 2006

Sandra Price
10042 Cara Street
Spring Hill FL 34608

RE: Farm Animals in Residential District

Dear Ms. Price:

Thank you for your letter dated, regarding the keeping of a pot-bellied pig on your property. Pigs are considered farm animals and would only be allowed under our Agricultural zoning classification. The raising of farm animals is not allowed in any of our residential zoning districts and is a violation of the Hernando County Code of Ordinances.

This determination can be appealed to the Board of County Commissioners for their review and determination. A copy of the appeal application is attached for your convenience.

Sincerely

Gary L. Fisher
Zoning Administrator

jag
att

Sandra A Price
10042 Cara St
Spring Hill, FL 34608
352-666-6859

July 18, 2006

Reference: Notice of Violation #165013 (extended two weeks)

VIA OVERNIGHT MAIL (FEDEX 790003046719)

Mr. Gary Fisher
Zoning Administrator & Permit Manager
789 Providence Blvd
Brooksville, FL 34601

Dear Mr. Fisher,

With regard to the above mentioned notice of violation (enclosure 1) I respectfully request additional information:

Number/Section/Article of the Code/Ordinance of said violation.

I've researched the Code of Ordinances, County of Hernando, Florida for the description of the code that I'm allegedly in violation of; but, cannot find anything relating to pet pot bellied pigs.

I submit the following definitions which I obtained from the Code of Ordinances:

Animal: any living, dumb creature.

Livestock: animals kept for ***husbandry***, including but not limited to horses, mules, burros, asses, cattle, sheep, goats, swine, and other hoofed and furbearing domesticated animals being raised in captivity, also including fowl, chickens, duck, geese, turkeys, peacocks, guinea fowl, ostriches, emus, rheas. (My animal is neither for breeding nor a food source for human or animal consumption.)

Ordinance: any ordinance relating to the care or control of animals enacted by the board, the violation of which is a civil infraction. (This is the area in which I request the number/section/article governing pet pot bellied pigs.)

Pet: any living dumb creature, excluding feral and wild animals. (This best describes my animal.)

Responsible Person: a person of such maturity, physical strength, experience and sensitivity to maintain physical control of an animal to prevent it from escaping and to fully realize the consequences of the animal's actions. (This best describes me.)

As a background glimpse of my pet, Mr. Piggy, I've enclosed copies of the following documents:

Receipt from PetCity, 13154 Cortez Blvd, Brooksville, Fl 34613 on the purchase of my pet pot bellied pig (enclosure 2.)

Documentation of the following items for my pet Mr. Piggy:

wellness exam and immunizations received thus far from Three Oaks Veterinary Services, Inc., 7059 Broad Street S, Brooksville, Fl 34601 (enclosure 3.)

Neuter procedure/certification from the above referenced veterinary service (enclosures 4 and 5.)

"Home Again Microchip Implant" certification (as an extra precaution for keeping him safe (enclosure 6.))

Photo clips of my adorable pet—Mr. Piggy (enclosure 7.)

On a personal note Mr. Piggy is loved, obedient, playful, house broken, an indoor pet which gets along wonderfully with his housemate the pet cat, wags his tail from pleasure constantly, thoroughly enjoys the company of people, learns quickly and does tricks to mention just a few of his attributes. He does not present a danger to humans or any other animal. For all intentional or literal purposes this animal is a household pet in every respect and should be viewed as such.

In addition to my above stated request, Mr. Fisher, I ask for your assistance in obtaining 'official pet-hood' status and licensing for my pet pot bellied pig Mr. Piggy

Should you want additional information of any kind whether directly relating to Mr. Piggy or on pet pot bellied pigs in general I'll be happy to provide you with whatever is needed.

Sincerely,

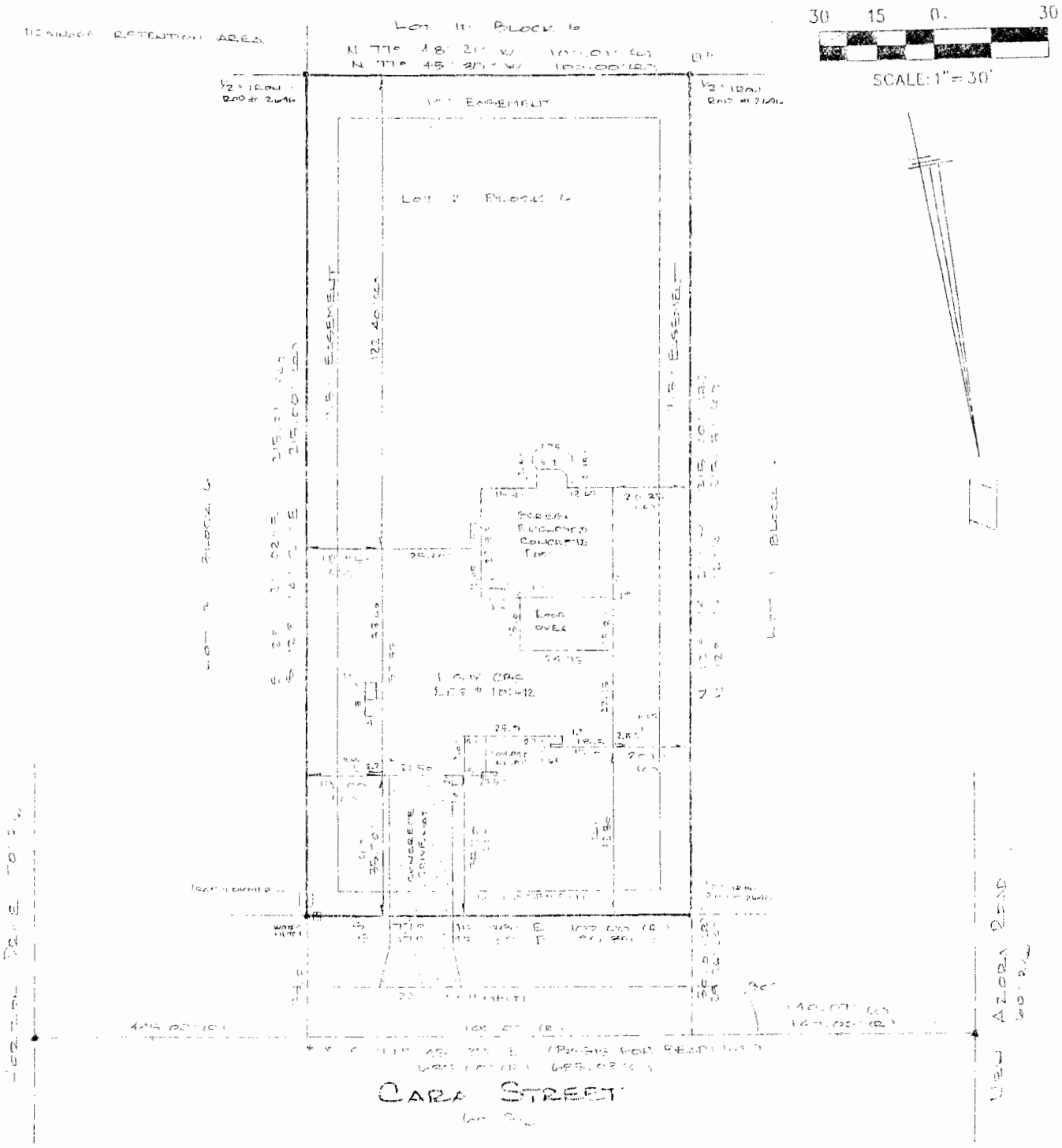
Sandra A Price

Enclosure (7)

cc. w/e
VIA OVERNIGHT MAIL (FEDEX 791054813359)
Officer Gail Gilchrist
Code Enforcement Officer
Code Enforcement Hernando County
Government Center
20 North Main St
Room 164
Brooksville, FL 34601

MAP OF SURVEY – BOUNDARY SURVEY

FOR MORTGAGE PURPOSES



THIS CERTIFIES THAT A SURVEY OF THE PROPERTY DESCRIBED HEREON WAS MADE UNDER MY SUPERVISION AND THAT THE SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61G17-6 FLORIDA ADMINISTRATIVE CODE, PERSUANT TO SECTION 472.027, FLORIDA STATUTES, AND THAT THE MAP HEREON IS A TRUE AND ACCURATE REPRESENTATION THEREOF TO THE BEST OF MY KNOWLEDGE AND BELIEF. SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.

JAMES W. COFFIN,
PROFESSIONAL SURVEYOR AND MAPPER
Florida Registration # 3882
Coffin & McLean, Associates, Inc. LB #5232

10/6/02
DATE OF FIELD WORK

CONTROL & CORNER LEGEND

- ● Found 1/2" Iron Rod (bent)
- ⊛ Found _____ Iron Rod _____
- ○ Set 1/2" Iron Rod LB# 5232
- ⊙ Found _____ Iron Pipe _____
- ■ Found _____ C.M. _____
- ▲ Found Nail & Disk # 2646
- □ Set 4" x 4" C.M. LB# 5232
- △ Set Nail & Disk _____

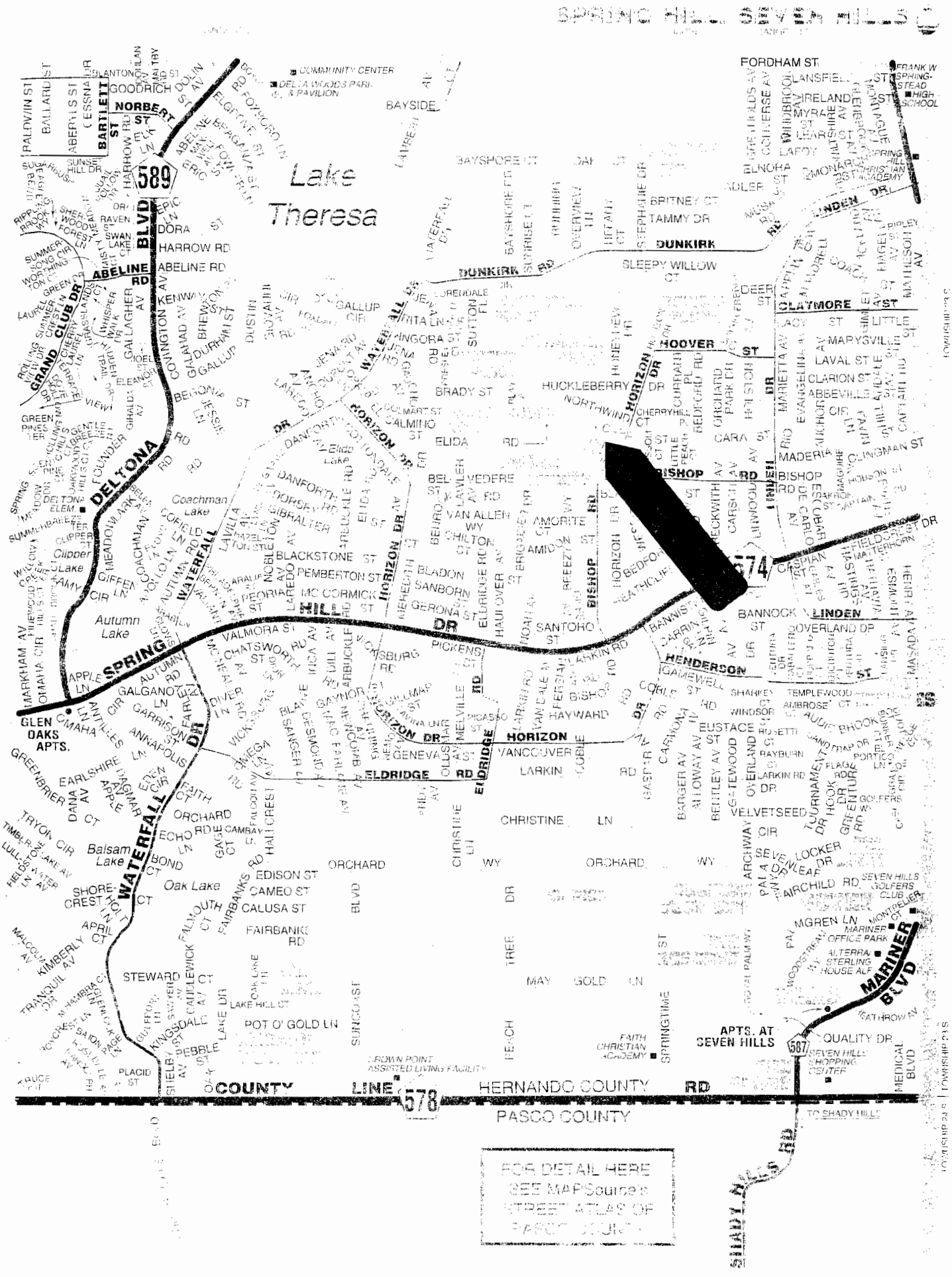
Elevations Shown Refer to: ☐ NGVD or ☐ Assumed Datum.

LEGEND: A complete list of abbreviations used in this survey are shown on the back of this page.

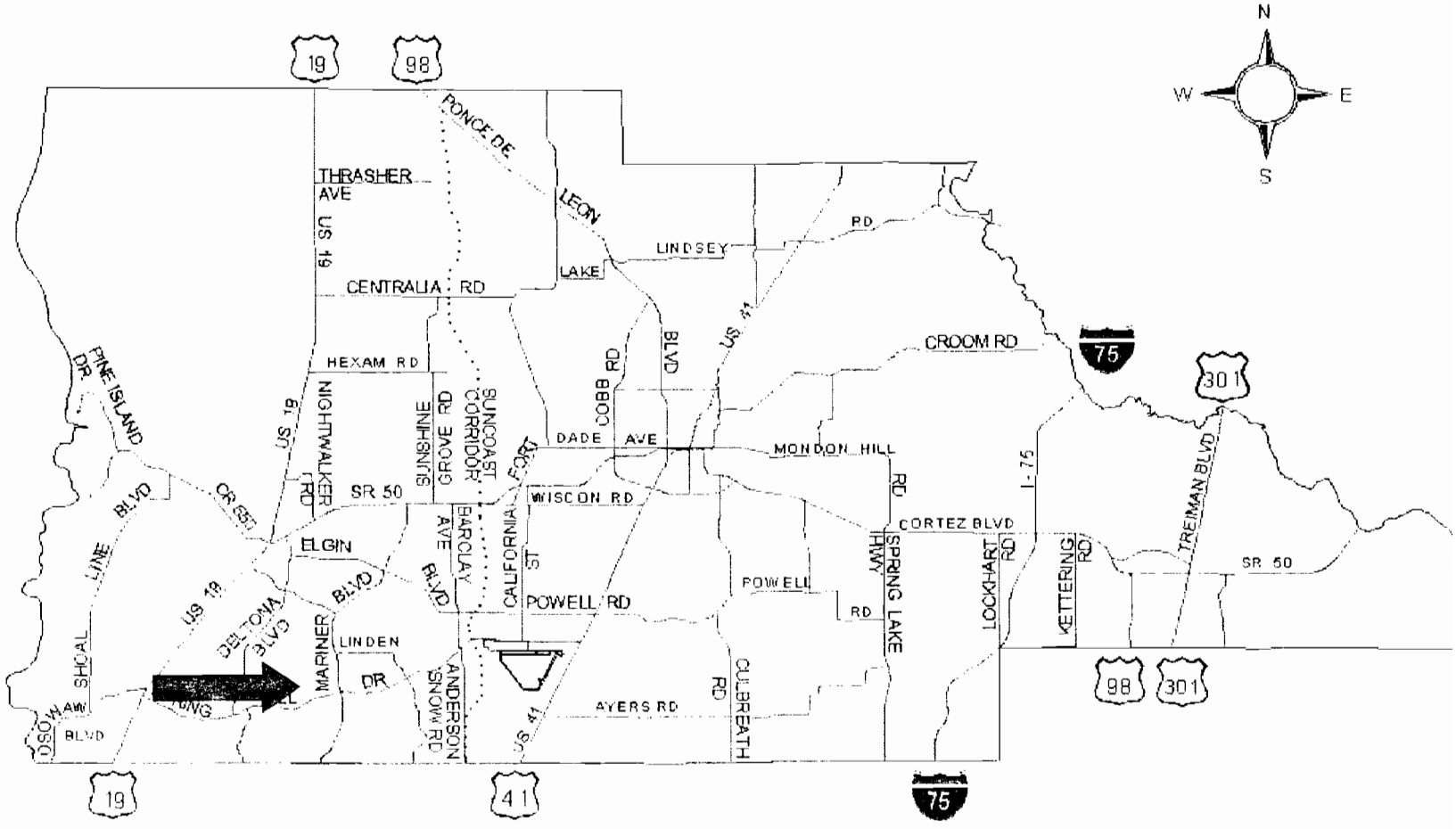
Flood Plain Certification: According to the F.I.R.M. Map, Community Panel #2010-0280R Dated: 4-17-85 The property appears to be in Flood Zone: C, and the Base Flood Elevation is N/A.

REVISIONS	DATE

HUCKLEBERRY DR
HORIZON DR
NEWAZORA RD
NORTHWIND CT
ELIDA RD
CARA ST
HORIZON DR
CARA ST
BLOSSOM CT
NEWAZORA RD
HORIZON DR
EEZY WAY
HOP RD
BLACKBURN ST
WESBURN AVE


Lake Theresa
SPRING HILL
SEVEN HILLS
COMMUNITY CENTER
DELIA WOODS PARK & PAVILION
BAYSIDE
FORDHAM ST
FRANK W SPRINGSTEAD HIGH SCHOOL
NORBERT ST
BARTLETT ST
GOODRICH DOLIN AV
BLANTON DR
BALDWIN ST
BALLARD ST
ABERNESS ST
CESSNA DR
SUNSET HILL DR
HARROW RD
ABELINE BEAGAN AV
ELGIN ST
FOXWORTH LN
ERIC ST
589
ABELINE BLVD
DORA ST
HARROW RD
ABELINE RD
GRAND CLUB DR
RIPPLING BROOK WAY
SHERWOOD FOREST LN
RAVEN DR
SWAN LAKE DR
SUMMER SONG CIR
WORTHINGTON DR
LAUREL GREEN DR
CHESTNUT CREEK LN
GRASSLANDS CT
WHISPER WIND DR
CHERRY LAUREL LN
ROLLING VIEW DR
GALLAGHER AV
COVINGTON AV
KENWAY AV
GALAHAD AV
BREWSTER ST
DURHAM ST
GALLUP CIR
DUSTIN AV
GIOVANNI AV
BERTONA ST
GREEN PINES CIR
DELTONA BLVD
FOUNDER RD
DELTONA ELEM.
SPRING MEADOW DR
SUMMERBREEZE TER
CLIPPER LAKE
WILLOW CREEK DR
GIFFEN CIR
MEADOWLARK AV
COACHMAN LN
COREFIELD LN
AUTUMN RD
Coachman Lake
Clipper Lake
Autumn Lake
WATERFALL DR
HORIZON DR
DANFORTH RD
GIBRALTER
ELIDA RD
Elida Lake
LAKELAND DR
JENA RD
GALLUP
ANGORA ST
BRADY ST
HUCKLEBERRY DR
NORTHWIND CT
CHERRYHILL CT
BELVEDERE ST
VAN ALLEN WY
CHILTON ST
AMORITE CT
AMICON ST
BLACKSTONE ST
PEMBERTON ST
BLADON
SANBORN
GERONA ST
MC CORMICK
HILL
SPRING
VALMORA ST
CHATSWORTH RD
PICKENS ST
SANTORO ST
HAUOVER
ELDRIDGE RD
BISHOP
HAYWARD
VANCOUVER
LARKIN
LARKIN RD
GENEVA
ELDRIDGE RD
HORIZON
HORIZON DR
BISHOP RD
HOOVER ST
CLAYMORE ST
LAVAL ST
CLARION ST
ABBEVILLE
MARYSVILLE
MADERIA
CUNGMAN ST
BISHOP
BISHOP RD
OAKRON ST
CAPTAIN
CRESPIAN
MATTERHORN
FIELDCREST DR
LINDEN DR
BANNOCK
LINDEN
OVERLAND DR
HENDERSON ST
GAMEWELL
SHARKEY
AMBROSE CT
TEMPLEWOOD
WINDSOR CT
AUDUBON BROOK
EUSTACE ST
RAYBURN
LARKIN RD
DR
VELVETSEED CIR
SEVENLEAF LOCKER DR
FAIRCHILD RD
SEVEN HILLS GOLFERS CLUB
MONTPELIER CT
MARINER BLVD
MARINER OFFICE PARK
ALTERRA STERLING HOUSE ALF
QUALITY DR
SEVEN HILLS SHOPPING CENTER
APTS. AT SEVEN HILLS
587
MEDICAL BLVD
FAITH CHRISTIAN ACADEMY
SPRINGTIME
BROWN POINT ASSISTED LIVING FACILITY
GLEN OAKS APTS.
CIMAHA
APPLE LN
AUTUMN RD
GALGANO CT
GARRISON FARM DR
ANNAPOLIS
GREENBRIER
EARLSHIRE
DANA AV
EDEN CIR
FAITH CT
ORCHARD RD
ECHO LN
GAGE CT
CAMBAY LN
HALF CREST
TRYON CIR
TIMBERSTONE LAKE AV
Balsam Lake
BOND CT
WATERFALL DR
SHORE CREST CT
HOLLY LN
APRIL CT
Oak Lake
KIMBERLY AV
MALCOLM AV
TRANQUIL DR
STEWARD
CAMBRIDGE CT
KINGSDALE AV
CAMBRIDGE CT
LAKE DR
LAKE HILL ST
POT O' GOLD LN
PEBBLE ST
PLACID ST
BRUCE CT
EDISON ST
CAMEO ST
CALUSA ST
FAIRBANKS RD
FALMOUTH CT
ORCHARD
CHRISTINE LN
CHRISTINE WY
ORCHARD WY
TREE DR
MAY
GOLD
LN
SUNCOAST BLVD
COUNTY LINE
578
HERNANDO COUNTY
PASCO COUNTY
RD
TO SHADY HILLS
SHADY HILLS RD
FOR DETAIL HERE SEE MAPSource's STREET ATLAS OF PASCO COUNTY
TOWNSHIP 23 S
TOWNSHIP 24 S

Hernando County, Florida



PREPARED BY: THE HERNANDO COUNTY PLANNING DEPARTMENT
PREPARED DATE: JUNE 2000

3 0 3 6 Miles

JOINT STIPULATION

Sandra Price, (hereinafter referred to as "Price"), and Hernando County, a political subdivision of the State of Florida (hereinafter referred to as the "County", stipulate and agree to the following:

STIPULATED FACTS AND CONCLUSIONS OF LAW

1. Price resides on, or has an interest in, a lot located at 10042 Cara Street, Spring Hill, FL 34608, having Hernando County Property Key No. 1082385 (hereinafter referred to as the "Property").

2. The Property is zoned R-1C under the County's Zoning Code.

3. Pot-bellied pigs are not permitted in a R-1C Residential District.

4. Price currently keeps 1 pot-bellied pig on the Property. The pig has the following name: Mr. Piggy (1 year old male), hereinafter individually referred to as the "Pig".

5. Price is currently in violation of the County's R-1C Residential District regulations and is subject to enforcement action by the County Code Enforcement Department.

6. Price's appeal of an administrative decision (A-07-02) was denied by the Board of County Commissioners on April 24, 2007; however the parties desire to amicably resolve present and future compliance and/or code enforcement actions.

7. The parties agree that this Joint Stipulation is unique to the facts, parties, and special circumstances herein and is not intended to have precedential value of any kind.

STIPULATED DISPOSITION

1. Price agrees not to keep any pigs on the Property other than the Pig described above. In the event the Pig is given away, sold, or transferred to another, leaves the Property without returning, or dies, Price shall not replace such pig.

2. In the event Price moves to another location within Hernando County, the party understands and agrees that this Joint Stipulation is not transferrable to any other location and Price shall be strictly held to all requirements of the County's Zoning Codes at such new location.

3. For so long as Price remains in compliance with this Joint Stipulation, the County agrees to suspend and abate any and all enforcement compliance actions and forego all fines against Price and/or the record title owner to the Property to the extent such enforcement/compliance action or fine relates to keeping the Pig on the Property. Nothing herein is intended to prevent the County from enforcing any other violation of

law, now or in the future, or from enforcing any breach of this Joint Stipulation. Further, notwithstanding anything to the contrary, the foregoing covenant by the County is expressly limited to Price and is not intended to run with the Property, and the rights and privileges hereunder are not tranferrable or assignable.

4. In the event Price violates this Joint Stipulation by keeping animals other than the Pig described above or those expressly allowed in the R-1C zoning district, then such violation(s) may be prosecuted as a "second" or "repeat" offense in any new Code Enforcement proceeding.

5. Each party shall bear their own attorney fees and costs related to or arising out of this Joint Stipulation, the facts herein, or any appeal hereof.

6. This Joint Stipulation may not be recorded in the Public Records of Hernando County.

7. This Joint Stipulation may be executed in multiple counterparts, each of which shall be deemed an original.

Witness our hands and seals below on the date signed. This Joint Stipulation shall become effective on the date signed by the last party hereto.

Signed this _____ day of April, 2007

_____
Sandra Price

Signed this _____ day of April, 2007

_____
Grant E. Tolbert
Director, Hernando County
Development Department

Signed this _____ day of April, 2007

_____
Frank McDowell, III
Director, Hernando County
Code Enforcement Department

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY _____
County Attorney's Office

1329

Hernando County Property Appraiser

Alvin R. Mazourek CFA - Brooksville, Florida - 352-754-4190

A-07-02

RECEIVED
MAY 1 0 2007
HERNANDO COUNTY
DEVELOPMENT DEPT.

JOINT STIPULATION

Sandra Price, (hereinafter referred to as "Price"), and Hernando County, a political subdivision of the State of Florida (hereinafter referred to as the "County", stipulate and agree to the following:

STIPULATED FACTS AND CONCLUSIONS OF LAW

1. Price resides on, or has an interest in, a lot located at 10042 Cara Street, Spring Hill, FL 34608, having Hernando County Property Key No. 1082385 (hereinafter referred to as the "Property").

2. The Property is zoned R-1C under the County's Zoning Code.

3. Pot-bellied pigs are not permitted in a R-1C Residential District.

4. Price currently keeps 1 pot-bellied pig on the Property. The pig has the following name: Mr. Piggy (1 year old male), hereinafter individually referred to as the "Pig".

5. Price is currently in violation of the County's R-1C Residential District regulations and is subject to enforcement action by the County Code Enforcement Department.

6. Price's appeal of an administrative decision (A-07-02) was denied by the Board of County Commissioners on April 24, 2007; however the parties desire to amicably resolve present and future compliance and/or code enforcement actions.

7. The parties agree that this Joint Stipulation is unique to the facts, parties, and special circumstances herein and is not intended to have precedential value of any kind.

STIPULATED DISPOSITION

1. Price agrees not to keep any pigs on the Property other than the Pig described above. In the event the Pig is given away, sold, or transferred to another, leaves the Property without returning, or dies, Price shall not replace such pig.

2. In the event Price moves to another location within Hernando County, the party understands and agrees that this Joint Stipulation is not transferrable to any other location and Price shall be strictly held to all requirements of the County's Zoning Codes at such new location.

3. For so long as Price remains in compliance with this Joint Stipulation, the County agrees to suspend and abate any and all enforcement compliance actions and forego all fines against Price and/or the record title owner to the Property to the extent such enforcement/compliance action or fine relates to keeping the Pig on the Property. Nothing herein is intended to prevent the County from enforcing any other violation of

RECEIVED
MAR 0 6 2008
HERNANDO COUNTY
DEVELOPMENT DEPT

law, now or in the future, or from enforcing any breach of this Joint Stipulation. Further, notwithstanding anything to the contrary, the foregoing covenant by the County is expressly limited to Price and is not intended to run with the Property, and the rights and privileges hereunder are not tranferrable or assignable.

4. In the event Price violates this Joint Stipulation by keeping animals other than the Pig described above or those expressly allowed in the R-1C zoning district, then such violation(s) may be prosecuted as a "second" or "repeat" offense in any new Code Enforcement proceeding.

5. Each party shall bear their own attorney fees and costs related to or arising out of this Joint Stipulation, the facts herein, or any appeal hereof.

6. This Joint Stipulation may not be recorded in the Public Records of Hernando County.

7. This Joint Stipulation may be executed in multiple counterparts, each of which shall be deemed an original.

Witness our hands and seals below on the date signed. This Joint Stipulation shall become effective on the date signed by the last party hereto.

Acknowledged
~~Signed~~ this 24th day of April, 2007
Signed 29th February 2008

Sandra A Price
Sandra Price

Signed this 3rd day of ~~April~~ May, 2007

Grant E. Tolbert
Director, Hernando County
Development Department

Signed this 9th day of ~~April~~ May, 2007

Frank McDowell, III
Director, Hernando County
Code Enforcement Department

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY _____
County Attorney's Office

RECEIVED
APR 30 2007
HERNANDO COUNTY
DEVELOPMENT DEPT.

FUND: HERNANDO COUNTY DEVELOPMENT SERVICES - 4611
DEPARTMENT: HERNANDO COUNTY DEVELOPMENT - 92402
DIVISION: BUILDING DIVISION - 07811

MISSION STATEMENT:

The mission of the Building Division is to promote the health, safety and welfare of the citizens of Hernando County through implementation and compliance with building related federal, state and local laws and regulations.

GOAL #1:

Ensure that new development within the County complies with adopted codes, ordinances and regulations by efficiently and effectively reviewing, issuing and inspecting in a timely manner.

Services:	**FY 2007**
1) Plan Review	$ 1,833,094
2) Permitting	2,584,441
3) Inspections	3,581,773
4) Licensing	1,830,776
5) Unsafe Structure Abatement	154,709
6) Administration	767,086
	10,751,879
Total Dollars Budgeted:	**$ 10,751,879**

"MINUTES OF"

APR 2 4 2007

I-6

FUND: HERNANDO COUNTY DEVELOPMENT SERVICES - 4611
DEPARTMENT: HERNANDO COUNTY DEVELOPMENT - 92402
DIVISION: BUILDING DIVISION - 07811

	Expenditures by Services FY 2005 ACTUAL	FY 2006 BUDGET	FY 2007 APPROVED	CHANGE FROM FY 2006/FY 2007
GOAL #1:				
1) Plan Review				
Personnel Services	$ -	$ -	$ 844,210	$ 844,210
Operating Expenses	-	-	285,020	285,020
Capital Outlay	-	-	49,946	49,946
Debt Services	-	-	78,000	78,000
Transfers and Reserves	-	-	575,918	575,918
Total:	**$ -**	**$ -**	**$ 1,833,094**	**$ 1,833,094**
2) Permitting				
Personnel Services	$ -	$ -	$ 823,587	$ 823,587
Operating Expenses	-	-	345,029	345,029
Capital Outlay	-	-	107,990	107,990
Debt Services	-	-	156,000	156,000
Transfers and Reserves	-	-	1,151,835	1,151,835
Total:	**$ -**	**$ -**	**$ 2,584,441**	**$ 2,584,441**
3) Inspections				
Personnel Services	$ -	$ -	$ 1,866,986	$ 1,866,986
Operating Expenses	-	-	560,576	560,576
Capital Outlay	-	-	64,348	64,348
Debt Services	-	-	130,000	130,000
Transfers and Reserves	-	-	959,863	959,863
Total:	**$ -**	**$ -**	**$ 3,581,773**	**$ 3,581,773**

FUND: HERNANDO COUNTY DEVELOPMENT SERVICES - 4611
DEPARTMENT: HERNANDO COUNTY DEVELOPMENT - 92402
DIVISION: BUILDING DIVISION - 07811

Expenditures by Services

	FY 2005 ACTUAL	FY 2006 BUDGET	FY 2007 APPROVED	CHANGE FROM FY 2006/FY 2007
4) Licensing				
Personnel Services	$ -	$ -	$ 473,866	$ 473,866
Operating Expenses	-	-	427,873	427,873
Capital Outlay	-	-	57,147	57,147
Debt Services	-	-	104,000	104,000
Transfers and Reserves	-	-	767,890	767,890
Total:	**$ -**	**$ -**	**$ 1,830,776**	**$ 1,830,776**
5) Unsafe Structure Abatement				
Personnel Services	$ -	$ -	$ 86,762	$ 86,762
Operating Expenses	-	-	67,947	67,947
Capital Outlay	-	-	-	-
Debt Services	-	-	-	-
Transfers and Reserves	-	-	-	-
Total:	**$ -**	**$ -**	**$ 154,709**	**$ 154,709**
6) Administration				
Personnel Services	$ -	$ -	$ 179,108	$ 179,108
Operating Expenses	-	-	125,484	125,484
Capital Outlay	-	-	26,549	26,549
Debt Services	-	-	52,000	52,000
Transfers and Reserves	-	-	383,945	383,945
Total:	**$ -**	**$ -**	**$ 767,086**	**$ 767,086**
Total All Services				
Personnel Services	$ -	$ -	$ 4,274,519	$ 4,274,519
Operating Expenses	-	-	1,811,927	1,811,927
Capital Outlay	-	-	305,980	305,980
Debt Services	-	-	520,000	520,000
Transfers and Reserves	-	-	3,839,450	3,839,450
Total:	**$ -**	**$ -**	**$ 10,751,876**	**$ 10,751,876**

FUND: HERNANDO COUNTY DEVELOPMENT SERVICES - 4611
DEPARTMENT: HERNANDO COUNTY DEVELOPMENT - 92402
DIVISION: BUILDING DIVISION - 07811

Measurements by Services

		FY 2005 ACTUAL	FY 2006 BUDGET	FY 2007 APPROVED	CHANGE FROM FY 2006/FY 2007
GOAL #1:	Ensure that new development within the County complies with adopted codes, ordinances, and regulations by efficiently and effectively reviewing, issuing, and inspecting in a timely manner.				
Outcome Measure	Building incidents per 10,000 permitted	0.0%	0.0%	0.0%	0.0%
Services:					
1) Plan Review					
Input	Dollars	$ -	$ -	$ 1,833,094	$ 1,833,094
Output	# Residential Plans Reviewed	-	-	-	-
Efficiency	Cost per plan review	$ -	$ -	$ -	$ -
Effectiveness	% of plans reviewed within 30 days	0.0%	0.0%	0.0%	0.0%
2) Permitting					
Input	Dollars	$ -	$ -	$ 2,584,441	$ 2,584,441
Output	# of permits issued	-	-	-	-
Efficiency	Cost per permit issued	$ -	$ -	$ -	$ -
Effectiveness	% of permits issued without error	0.0%	0.0%	0.0%	0.0%
3) Inspections					
Input	Dollars	$ -	$ -	$ 3,581,773	$ 3,581,773
Output	# of inspections completed	-	-	-	-
Efficiency	Cost per inspection completed	$ -	$ -	$ -	$ -
Effectiveness	% of inspections completed on schedule	0.0%	0.0%	0.0%	0.0%

FUND: HERNANDO COUNTY DEVELOPMENT SERVICES - 4611
DEPARTMENT: HERNANDO COUNTY DEVELOPMENT - 92402
DIVISION: BUILDING DIVISION - 07811

Measurements by Services

		FY 2005 ACTUAL	FY 2006 BUDGET	FY 2007 APPROVED	CHANGE FROM FY 2006/FY 2007
4) Licensing					
Input	Dollars	$ -	$ -	$ 1,830,776	$ 1,830,776
Output	# Licenses issued	-	-	-	-
Efficiency	Cost per licensed contractor maintained	$ -	$ -	$ -	$ -
Effectiveness	% of complaints with initial response within 30 days	0.0%	0.0%	0.0%	0.0%
5) Unsafe Structure Abatement					
Input	Dollars	$ -	$ -	$ 154,709	$ 154,709
Output	# of complaints investigated	-	-	-	-
Efficiency	Cost per complaint investigated	$ -	$ -	$ -	$ -
Effectiveness	% of complaints with initial response within 30 days	0.0%	0.0%	0.0%	0.0%
6) Administration					
Input	Dollars	$ -	$ -	$ 767,086	$ 767,086
Output	Dollars managed	-	-	-	-
Efficiency	Cost per $100,000 managed	$ -	$ -	$ -	$ -
Effectiveness	% of goals accomplished	0.0%	0.0%	0.0%	0.0%
Total Dollars Budgeted:		$ -	$ -	$ 10,751,876	$ 10,751,876

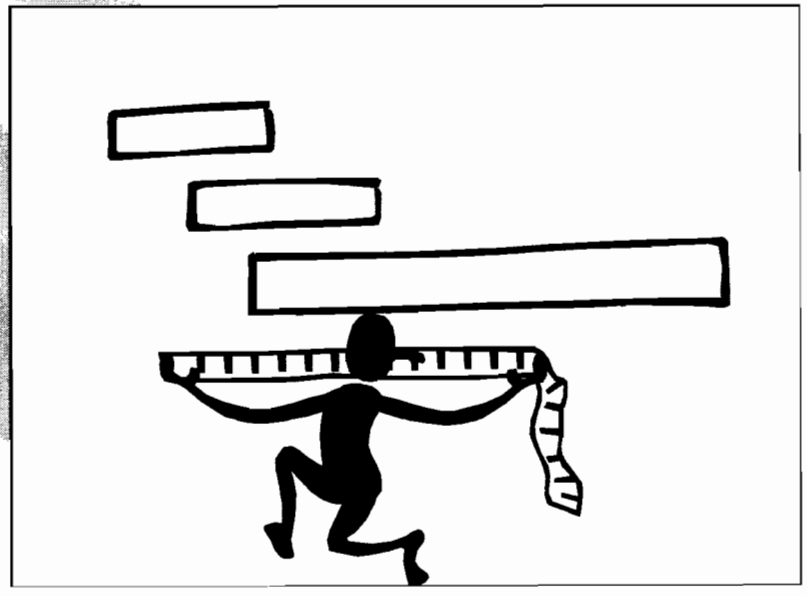
Performance Measurements

Review

April 24, 2007

What is Performance Measurement?

- Performance Measurement is a method of measuring results or outcomes which mark progress toward the goals of the organization.



Why Measure Performance?

- Citizens are demanding more and improved services delivered more efficiently and with better results.
- Citizens feel government is not responsive enough in providing service.
- Citizens feel government expends financial resources without regard for efficiency or effectiveness.

Do the Financial Statements & Budget Document account for Performance?

- Financial Statements only demonstrate financial accountability. The Budget Document may or may not include Performance Measures.

- There is often very little linkage between Performance Measures and the governmental entity's long-term or strategic plan.

What is a good Performance Measure?

- A good Performance Measure should clearly indicate the cause and effect relationship between inputs (money, hours etc) and outputs (services provided) and between outputs and outcomes (results).

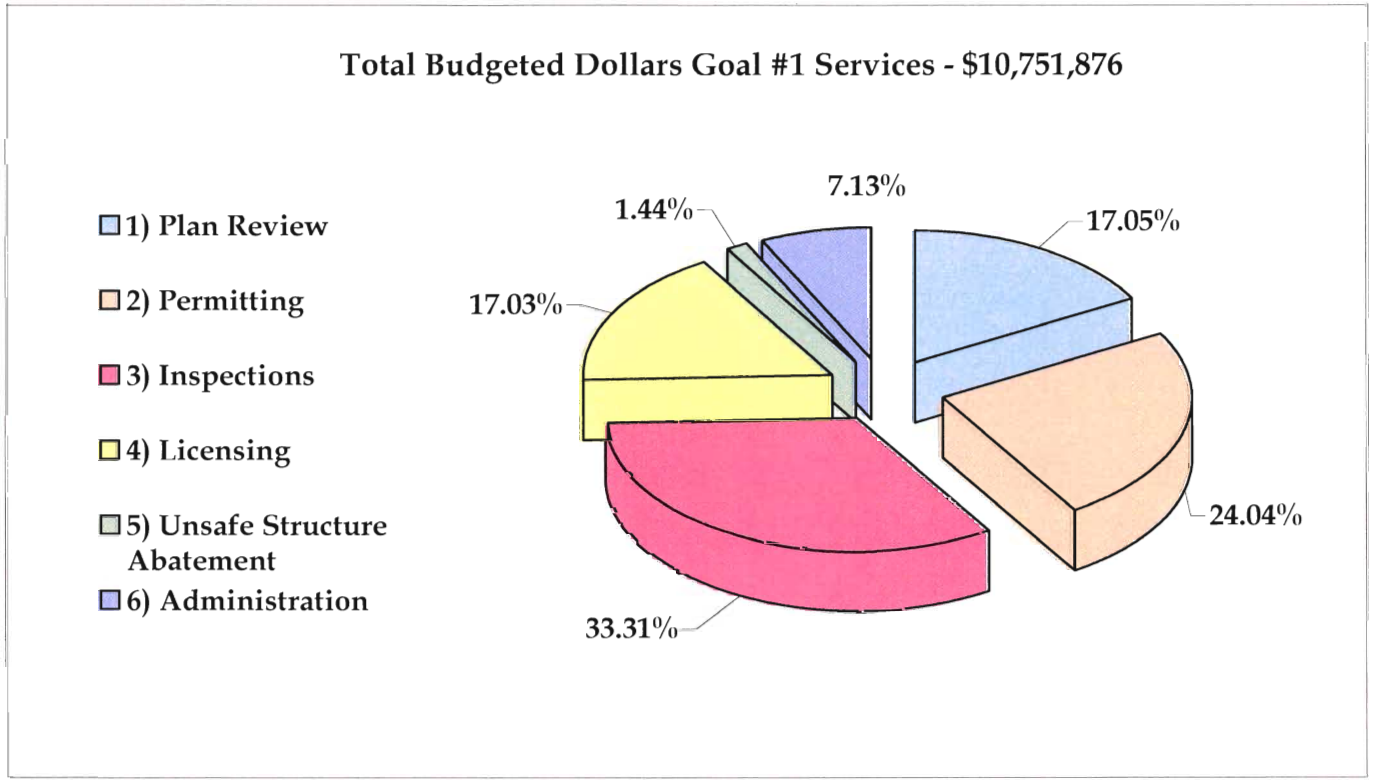
Performance Measurements will ...

- Constitute the basis for approved budget requests rather than incremental decision making.
- Ensures expectations are being met.
- Focuses organization for alignment.
- Spotlights areas for improvement.
- Gauges success of change.

Performance Measurements will . . .

- Improve communication among various levels of administration.
- Create individual and team opportunities.
- Show results of changes.

FUND: HERNANDO COUNTY DEVELOPMENT SERVICES - 4611
DEPARTMENT: HERNANDO COUNTY DEVELOPMENT - 92402
DIVISION: BUILDING DIVISION - 07811



Total Budgeted Dollars - All Services - $ 10,751,876

LANDFILL GAS PURCHASE AGREEMENT

THIS LANDFILL GAS PURCHASE AGREEMENT ("Agreement"), made and entered into this 27th day of March, 2007, by and between **TIMBERLINE ENERGY, LLC,** a Delaware Limited Liability Company, doing business at 14520 West Archer Drive, Golden, Colorado, 80401, hereinafter referred to as the "DEVELOPER" and **HERNANDO COUNTY,** a political subdivision of the State of Florida, by and through its Board of County Commissioners, whose address is 20 N. Main Street, Room 460, Brooksville, Florida 34601 Florida hereinafter referred to as "COUNTY";

WITNESSETH:

WHEREAS, the COUNTY is authorized to construct, acquire, improve, maintain, and operate its Solid Waste Management Facilities in the COUNTY; and

WHEREAS, the COUNTY has constructed an active landfill gas ("LFG") collection and flaring system at the Hernando County Northwest Solid Waste Management Facility ("Landfill") in order to remain in compliance with applicable federal, state, and local laws and regulations, and to control landfill gas migration and atmospheric emissions, including odors; and

WHEREAS, the COUNTY plans to construct subsequent expansions to the LFG Management System; and

WHEREAS, the COUNTY recognizes that the use of recovered LFG is of environmental and economic benefit to the COUNTY; and

WHEREAS, the COUNTY desires to enter an Agreement with the DEVELOPER whereby the DEVELOPER would make certain payments to the COUNTY for the rights to and sale of LFG to a Buyer.

NOW, THEREFORE, in consideration of the premises and mutual promises and conditions contained herein, it is mutually agreed between the parties as follows:

Section 1. Definitions. Unless the context indicates otherwise, as used herein, the terms set forth below shall be defined as follows:

(a) Beneficial End Use Product means products derived from LFG that may include, but are not limited to: processed LFG, pipeline quality LFG, electric power, thermal energy, CO_2, or any two or more of the foregoing. The use of such products shall result in a tangible financial gain for the COUNTY.

(b) British Thermal Unit (BTU) means the quantity of heat necessary to raise the temperature of one pound of water one degree Fahrenheit, for example from 58.5 to 59.5 degrees Fahrenheit, under standard pressure of 30 inches of mercury at or near its

point of maximum density. One BTU equals 252 calories, (gram), 778 foot-pounds, 1,055 joules, 2.931 10^{-4} kWh, or .293 watt hours.

(c) BTU per Cubic Foot means a measure of the heat available or released when one cubic foot of gas is burned. Landfill Gas has an expected value of 500 to 600 BTU per Cubic Foot.

(d) Buyer means the party or parties to which DEVELOPER will sell a Beneficial End Use Product derived from the recovery and/or processing of LFG.

(e) Commercial Operations means from the date when the DEVELOPER's LFG Utilization Facility begins deliveries of a Beneficial End Use Product to a Buyer.

(f) Commercial Quantities means an economically viable quantity of LFG (minimum of one (1) standard cubic feet per minute (scfm) provided by the COUNTY at the Delivery Point pursuant to this Agreement).

(g) Condensate means the liquid formed from the condensing of the vapors that occurs during the collection, transportation, and processing of LFG.

(h) Day means a calendar day.

(i) Delivery Point(s) means the point(s) at which the LFG enters the DEVELOPER's header or connection piping for delivery to the DEVELOPER's LFG Utilization Facility. The point(s) are located at or near the COUNTY's Flare Station facilities.

(j) Flare Stations means the equipment and appurtenances used to incinerate LFG. The Flare Stations are used to incinerate LFG in conformance with applicable federal, state, and local rules and regulations, and to control odors.

(k) Force Majeure means acts of God; winds, hurricanes, tornadoes, fires, epidemics, landslides, floods; strikes, lock-outs, acts of public enemies; insurrections; explosions; a change in law not due to improper conduct or to any negligent or intentional act or omission; or any cause or event, not reasonably within the control of the party claiming Force Majeure except for the financial inability of such party caused by factors other than any of the foregoing.

(l) Heating Value means the amount of heat produced by the complete combustion of a unity quantity of fuel. The gross or higher heating valve (HHV) is that which is obtained when all of the products of combustion are cooled to the temperature existing before combustion, the water vapor formed during combustion is condensed, and all the necessary corrections have been made. The net or lower heating valve (LHV) is obtained by subtracting the latent heat of vaporization of the water vapor, formed by the combustion of the hydrogen in the fuel, from the gross or higher healing value.

(m) Landfill means the Hernando County Northwest Solid Waste Management Facility located at14450 Landfill Road, Brooksville, Florida where Class I and Class III wastes are permanently deposited in solid waste disposal units.

(n) Landfill Gas (LFG) means any and all gases resulting from the decomposition of refuse material within the Landfill, consisting principally of methane, carbon dioxide and traces of other constituent gases.

(o) LFG Management System means the network of LFG recovery wells and interconnecting pipes together with attendant valves, condensate sumps and pumps, monitoring devices and other related equipment installed for the purpose of extracting, collecting, and transporting LFG to the Delivery Point(s).

(p) LFG Purchase Agreement means this Agreement between the COUNTY and DEVELOPER for: the construction and operation of DEVELOPER's LFG Utilization Facility; the connection to the Delivery Point(s) for the recovery and utilization of LFG; and the purchase of the LFG provided by the COUNTY at the Delivery Point(s).

(q) LFG Utilization Facility means the DEVELOPER's building or enclosure and equipment required for the processing and delivery of the Beneficial End Use Product to the Buyer, such equipment may include, but is not limited to, compression equipment, an oil and gas cooler, a condensate knockout tank, scrub areas, generating equipment, electric generation and related facilities.

(r) LFG Utilization Facility Site means an area located within the Landfill property upon which the DEVELOPER may access, install, and construct the LFG Utilization Facility. The LFG Utilization Facility Site shall be at a site mutually agreed to by the COUNTY and DEVELOPER.

(s) Leachate means the liquid that has passed through or emerged from solid waste and may contain soluble, suspended, or miscible materials.

(t) Utility Interface (i) in the case where LFG is used to generate electric power, this term shall mean the step-up transformer, metering facilities, protection circuitry, transmission lines, poles, and any other equipment necessary to interconnect the LFG Utilization Facility with the grid of the electric utility in whose franchise area the Landfill is located, or (ii) in the case where LFG is converted to other beneficial products, this term shall mean the metering facilities, pipelines, valves and any other equipment necessary to interconnect the LFG Utilization Facility with the transmission or distribution pipelines or other facility of the electric utility, pipeline company, or other Buyer.

Section 2. Rights Granted to DEVELOPER. Subject to the limitations and other provisions of this Agreement, COUNTY hereby grants to DEVELOPER the following:

(a) Landfill Gas. Developer has the right and license to connect, process, sell, and utilize the LFG that is generated from the Landfill and other contiguous landfill expansion areas and delivered to the Buyer during the term of this Agreement. It shall be the DEVELOPER's responsibility to connect and utilize all LFG made available by the COUNTY for direct sale as fuel or conversion to a Beneficial End Use Product for sale to a Buyer. Title to and risk of loss for the LFG will pass to Buyer. DEVELOPER shall have the exclusive right to claim and utilize any emission allowances and reduction credits that may be associated with LFG.

(b) Site of LFG Utilization Facility. In accordance with the provisions of this Agreement, the COUNTY will make available to DEVELOPER an area located within the Landfill property mutually agreeable to the COUNTY and DEVELOPER an area located within the Landfill property mutually agreeable to the COUNTY and DEVELOPER, by license, as required by DEVELOPER for construction of a LFG Utilization Facility and site improvements, commencing as of the effective date of this Agreement and terminating at the termination of this Agreement. COUNTY hereby covenants (i) that it has title to the LFG Utilization Facility Site in fee and (ii) that DEVELOPER shall have exclusive use of the LFG Utilization Facility Site during the term of this Agreement so long as DEVELOPER is not in default of its obligations under this Agreement.

(c) Access. COUNTY will make available to the DEVELOPER access to the LFG Utilization Facility Site for construction, installation, operation, and maintenance of the DEVELOPER's supplied facility equipment, transmission lines, sewer, electric, water, and telephone lines that are necessary for the operation of the facility.

Section 3. Obligations of COUNTY.

(a) Obligation. The Developer will design and install the initial wells and collection system. The COUNTY shall design, construct, upgrade, expand, operate, and maintain the LFG Management System and provide additional blowers and flares to the COUNTY's Flare Stations as needed to maintain compliance with federal and state regulations. The COUNTY will consult with the DEVELOPER on the placement and configuration of the LFG extraction wells and other equipment required to meet such regulations, in an effort to enhance the beneficial use of the LFG and the overall operation of the LFG Management System. The DEVELOPER's comments shall not be binding on the COUNTY.

Subject to these limitations and other provisions of this Agreement, COUNTY shall:

(1) Cooperate in the construction, development, and operation of the Landfill so as to enhance the production of LFG, while controlling odors and maintaining compliance with all applicable regulations;

Deleted: cooperate

(2) Not interfere with the DEVELOPER's operation and maintenance of the LFG Utilization Facility, providing DEVELOPER is complying with all applicable laws and regulations;

Deleted: not

(3) instruct its independent contractors, agents and employees to comply with Sections 3(a) (1) and (2) described above;

Deleted:)(

(4) Promptly repair at its expense, major cracks, fissures, erosion or physical changes in the Landfill which have an adverse effect on the production of LFG or on the LFG Management System in accordance with applicable LFG regulations;

Deleted: promptly

(5) comply with applicable federal, state and local laws, rules, ordinances and regulations relating to or regulating the construction and operation of the Landfill except for said responsibilities of the DEVELOPER as established under this Agreement; and

(6) maintain consistent cover on the Landfill to meet current federal and state requirements.

(b) Access to the DEVELOPER's Facilities. Access to the DEVELOPER's LFG Utilization Facility shall be by the established entranceway to the Landfill via the scalehouse. The COUNTY shall take appropriate steps to ensure that this access route to the LFG Utilization Facility is available to the DEVELOPER at all times (i.e., 24 hours per day, 7 days per week). When utilizing the access route, the DEVELOPER shall abide by all of the applicable policies and safety regulations of the COUNTY. In certain cases, such as ..., the COUNTY will notify the DEVELOPER of the need to enter the DEVELOPER's premises.

(c) Documents. As reasonably requested by DEVELOPER, COUNTY shall:

(1) allow DEVELOPER to inspect, in accordance with Chapter 119, Florida Statutes, any documents in its possession regarding LFG production from the Landfill, the quantity, age, and type of refuse in the Landfill, tipping records, etc.; and

(2) allow DEVELOPER to inspect, in accordance with Chapter 119, Florida Statutes, any environmental information, environmental impact reports or studies, permits or permit applications, zoning information including variances or variance applications, and any other available data relating to the Landfill and COUNTY's or DEVELOPER's activities contemplated in this Agreement, and allow DEVELOPER to copy any such material or documents as may be in COUNTY's possession.

(d) Good Faith. COUNTY shall perform its obligations hereunder in good faith and acting reasonably, cooperate with DEVELOPER so that DEVELOPER can meet its responsibilities and obligations under this Agreement.

(e) Caveats. Notwithstanding any portion of this Agreement to the contrary, it is understood and agreed to by DEVELOPER that the COUNTY does not warrant or guarantee the rates of production, the chemical composition, or heating content of the LFG from the Landfill. DEVELOPER is relying on its own calculations and evaluation of the Landfill in this regard.

Section 4. Obligations of DEVELOPER. Deleted: of DEVELOPER

(a) Obligations. The operation of the LFG Utilization Facility and any other activity of DEVELOPER shall not interfere with the management and operational requirements of the Landfill. The DEVELOPER shall design, construct, operate, and maintain the initial gas wells and gas collection system portion of the LFG Management System. The County shall be responsible for providing blowers and flares to the COUNTY's Flare Stations as needed to maintain compliance with federal and state regulations. The DEVELOPER will consult with the COUNTY on the placement and configuration of the LFG extraction wells and other equipment.

(b) LFG Utilization Facility. DEVELOPER shall, at its sole expense, permit, design, install, construct, operate, replace, expand, upgrade, and maintain the LFG Utilization Facility required for the processing and delivery of the Beneficial End Use Product to the Buyer. The design, installation, construction, operation, replacement, expansion, upgrade, if any, and maintenance of such LFG Utilization Facility shall be in accordance with federal, state, and local requirements, and industry standards.

(c) Delivery Point(s). DEVELOPER shall, at its sole expense, provide and install:

(1) Header piping, connection piping, valves, pipe supports, and any other auxiliary items from the DEVELOPER's LFG Utilization Facility to the Delivery Point(s).

(2) A tee, valve, and blind flange at the Delivery Point(s) for the purpose of connecting to the COUNTY's LFG Management System.

(3) Any needed blower booster(s) or blower(s) to manage the flow of LFG from the Delivery Point(s) to the LFG Utilization Facility.

(4) For the COUNTY's use, the DEVELOPER, at its own expense shall install, operate and maintain flow meter(s), , and continuous recorder near the Delivery Point(s) for the purpose of determining the quantity and methane content of LFG delivered to the DEVELOPER. The COUNTY and DEVELOPER shall mutually select the final location for the flow meter(s). Flow meter(s) shall be calibrated quarterly by the COUNTY's representative certified to perform such calibrations. The DEVELOPER may independently pay for calibration of the meter(s) by a third party certified to perform such calibrations with consent from the COUNTY. The DEVELOPER shall analyze the COUNTY's LFG daily for the content of methane and Deleted: flowmeter

other constituents deemed necessary by the parties. Periodically, the COUNTY may independently arrange and pay for the sampling and analysis of the gas by an appropriately certified laboratory. If the County's and the DEVELOPER's analysis differ by less than ten percent (10%), the results shall be averaged for purposes of this section. If the results differ by more than ten percent (10%), the COUNTY and the DEVELOPER shall arrange for sampling by a mutually agreed upon third party laboratory.. The COUNTY and the DEVELOPER shall share equally in the cost of the third party laboratory.

(d) Commercial Operations. DEVELOPER shall commence Commercial Operations within 18 months from the effective date of this Agreement.

(e) Operations. In addition to the following, DEVELOPER shall operate the LFG Utilization Facility in accordance with the Wellfield Maintenance Agreement of even date herewith attached hereto and incorporated herein as Exhibit "A". DEVELOPER shall:

(1) Operate the LFG Utilization Facility, and all associated DEVELOPER supplied equipment in a prudent manner in accordance with good engineering practices and in a manner consistent with industry standards.

(2) Maintain the LFG Utilization Facility, COUNTY's Flare Station(s), and all associated DEVELOPER supplied equipment in good working order throughout the term of this Agreement.

(3) Repair the LFG Utilization Facility, COUNTY's Flare Station(s), and all associated DEVELOPER supplied equipment, as necessary, to restore normal operations and system redundancies to ensure compliance with the terms of this Agreement.

(4) Maximize the use of the available LFG from the COUNTY and sell and deliver Beneficial End Use Product to a Buyer.

(5) Maintain a constant and balanced draw from the COUNTY's LFG Management System in order for the COUNTY to maintain a balance of their system.

(6) Maintain air emissions generated by the operations to any applicable standards or permits.

(7) Flare all LFG that may be available due to excess quantity, scheduled and unscheduled maintenance, or shut-off by Buyer. Meet permit requirements, control odors, operate, repair, and maintain the COUNTY's Flare Station(s).

(8) Control on-site odors from the DEVELOPER's facilities in order to control on-site and off-site impacts in accordance with applicable standards, ordinances, permits, rules and regulation.

(9) Maintain noise levels from the operation of the DEVELOPER's facilities at any point of the Landfill site boundary in accordance with Section 30.1302 of the COUNTY's landfill operation.

(10) Control and dispose of all wastes generated from the DEVELOPER's facilities according to current environmental regulations, including gas condensate and waste cooling water.

(11) Comply with all applicable federal, state, and local laws, rules, ordinances and regulations and any other said responsibilities of the DEVELOPER as established under this Agreement.

(12) Provide information to COUNTY, as necessary, for COUNTY to comply with New Source Performance Standards (NSPS) reporting requirements, or other regulatory reporting requirement.

(13) Comply with annual inspection and implement recommendations made by the COUNTY's consulting engineer on annual inspection of the flare and facility property.

(f) Good Faith. DEVELOPER shall perform its obligations hereunder in good faith and acting reasonably, cooperate fully with COUNTY so that COUNTY can meet its responsibilities and obligation under this Agreement. DEVELOPER shall comply with all laws and regulations applicable to the work being performed under this Agreement.

(g) Design Review. DEVELOPER shall submit to COUNTY for review, comment and approval all design documents relating to the implementation of this Agreement including plans, specifications and drawings for the procurement, installation, and construction of the LFG Utilization Facility during the term of this Agreement. Any such review, comment and approval will not be unreasonably withheld. The purpose of such review is to ensure that the facilities constructed on the COUNTY's property will not interfere with the COUNTY's operations, and will comply with all applicable laws (e.g., permitting, zoning, and environmental requirements), as well as the provisions of this Agreement. The COUNTY shall not have the right to review or approve any proprietary information, or to approve the detailed terms of DEVELOPER's design documents, but COUNTY may provide comments to DEVELOPER on such design, and DEVELOPER agrees to make such changes as may be necessary to comply with COUNTY's requirements. If changes to these design documents are made, DEVELOPER will submit such changes to the COUNTY for review and COUNTY shall notify DEVELOPER in a reasonable time (such time in no event to exceed thirty (30) days) of its comments on such changes. Any recommendation of rejection shall be reasonable, based on the design standards set forth in this Agreement and accompanied by a detailed

Deleted: deisgn

explanation of the reasons for the rejection. County will also propose reasonable alternatives to DEVELOPER to eliminate the reasons for the rejection. COUNTY and DEVELOPER recognize that delays in the construction of these systems may delay DEVELOPER's construction schedule. Therefore, COUNTY and DEVELOPER agree to exercise reasonable efforts to expedite the review and approval process. DEVELOPER will provide COUNTY with a complete set of "as built" plans for the DEVELOPER's LFG Utilization Facility. The review process described in this paragraph does not relieve the DEVELOPER of its obligations to obtain the required building permits and site plan review approval, or any other local, state or federal approvals required for the DEVELOPER's LFG Utilization Facility.

Neither the COUNTY's authority to review and approve design documents relating to the implementation of this Agreement nor any decision made by the COUNTY in good faith in conjunction with such review and approval shall give rise to any duty or responsibility of COUNTY to DEVELOPER, any subcontractor, any supplier, or any other person or organization performing any of the work, or to any surety for any of them.

The COUNTY's actions pursuant to this section shall not create any vested rights for the DEVELOPER. Nothing in this Agreement shall be construed to eliminate the need for the DEVELOPER to comply with all applicable laws and regulations.

(h) Permits. DEVELOPER shall, at its own expense, prepare and file permit applications and diligently prosecute the processing of such permit application for the purpose of obtaining all environmental and other permits which are required under applicable local, state, and federal laws and regulations for the construction, installation, and operation of the LFG Utilization Facility, associated electrical transmission lines, an/or steam, or LFG transmission pipelines, on and off-site. In connection therewith, the COUNTY agrees to make available to the DEVELOPER all known public records within the COUNTY's possession of environmental information reports, environmental impact reports, air impact assessment studies, copies of all environmental applications filed, and other available data relating to and used in connection with obtaining any environmental permits necessary for the installation and operation of any equipment or the conducting of any other activities at the Landfill.

Any permit modifications or applications that may affect existing COUNTY permits shall be submitted to the COUNTY for review and comment prior to submission to the applicable regulatory agency. The DEVELOPER shall incorporate any comments from the COUNTY subsequent to final review by the COUNTY and re-submit to COUNTY for final approval, authorization, and signature.

Deleted: to the

(i) Laws and Regulations. The DEVELOPER must agree to abide by and conduct its programs and provide its services in compliance with the applicable provisions of:

- Florida Worker's Compensation Statutes and Regulations, Florida Statutes, Chapter 440 and Florida Administrative Code (F.A.C), Rule 38F
- Florida Workplace Safety and Health Regulations, F.A.C – Rule 38I
- Federal Civil Rights Act of 1866
- Federal Civil Rights Act of 1871
- Federal Equal Pay Act of 1963
- Federal Civil Rights Act of 1964
- Federal Age Discrimination and Employment Acts of 1967
- Federal Rehabilitation Act of 1973
- Federal Americans with Disabilities Act of 1990
- Federal Civil Rights Act of 1991
- Florida Civil Rights Act of 1992
- American National Standards Institute
- National Fire Protection Association
- Occupational Safety and Health Act, Code of Federal Regulation, Chapter 29, Parts 1910 and 1926, General Industry Standards and Construction Industry Standards, as amended, with particular attention to the Hazard Communications, Trenching and Shoring and Confined Space Entry Standards.
- All other applicable ordinances, statutes, laws and amendments thereto.

The DEVELOPER is presumed to be familiar with all applicable federal, state and local laws, ordinances, code rules and regulations that may in any way affect the work.

(j) Site Security. The LFG Utilization Facility Site shall be fenced and gated and locked during construction and operations. The fencing shall contain signage on each side, warning of any hazards and providing telephone numbers for notification of emergency situations. Employees of the COUNTY shall not be permitted on the LFG Utilization Facility Site, except in the event of an emergency or disaster, unless accompanied by an authorized employee of the DEVELOPER. Subject to the exemptions included in this subsection for entry onto the LFG Utilization Facility Site, the COUNTY's employees shall not enter the site unless:

(1) DEVELOPER's employee is on the site at the same time, or

(2) DEVELOPER requests assistance from the COUNTY or a duly authorized representative, or

(3) It is necessary for the COUNTY to collect samples from the discharges of the DEVELOPER's facility, or

(4) A situation that requires immediate attention. The COUNTY will notify the DEVELOPER within 24 hours of entrance onto the DEVELOPER's site.

The fencing, gating, and site security requirements of this subsection shall be limited to the DEVELOPER's LFG Utilization Facility Site.

(k) Project Plan. The DEVELOPER must prepare and submit to the County a preliminary Project Plan for the LFG Utilization Facility Project, during the construction process. The Plan will cover a number of aspects of the DEVELOPER's operations and will include at a minimum;

- Testing requirements for startup of the LFG Utilization Facility;
- LFG Utilization Facility Operating Plan that demonstrates at a minimum the facility's ability to process the initial LFG flows (LFG available from the COUNTY at startup of the Facility) from the Landfill;
- Reporting requirements to governmental agencies for permits associated with LFG Utilization Facility;
- Testing and monitoring procedures of the LFG Utilization Facility to assure compliance with permit conditions;
- An Emergency, Disaster and Safety Plan

The Project Plan will be finalized and accepted by the County prior to the startup of the LFG Utilization Facility. Once accepted by the COUNTY, the DEVELOPER is obligated to adhere to the Plan. Deviations from the plan are only permissible if they are made in writing to the COUNTY and accepted in writing by the COUNTY. Operations will commence after completion of the startup period and approval of the Project Plan by the COUNTY.

(l) Project Schedule. The DEVELOPER shall be responsible for developing and keeping current a project schedule for each of the elements of the LFG Utilization Facility construction which show: the sequence of project development, permitting, design, construction, startup, and commencement of operations, system testing, and monitoring, and reporting to governmental agencies. The COUNTY will review and accept the Project Schedule before any construction shall commence. The COUNTY will be informed of monthly progress and changes in the schedule by the DEVELOPER.

Deleted: commencement

(m) Transmission Line. Any off-site pipeline or transmission line to the Buyer's premises shall comply with and be included within the requirements and liabilities assumed by the DEVELOPER under this Agreement. Any portion of the pipeline or transmission line on public right of way shall be clearly marked according to industry or governmental standards. The depth of the pipeline or transmission line shall comply with local permitting code and/or State law whichever is applicable.

Section 5. Term.

(a) Agreement Term. This Agreement shall have a term of twenty (20) years which shall begin on the date when the DEVELOPER commences Commercial Operations of the LFG Utilization Facility, consistent with the provisions of this Agreement. At the end of the term, this Agreement shall terminate, unless extended by mutual written agreement of the COUNTY and DEVELOPER, provided that the party

wishing to extend gives the other at least one hundred eighty (180) days written notice of such desire. The term of this Agreement also may be extended if and when the COUNTY adds additional LFG extraction wells in the Landfill and the DEVELOPER agrees to expend additional capital funds to increase the capacity of its LFG Utilization Facility, provided the COUNTY and the DEVELOPER consent in writing to the extension. If the County does not renew the agreement then the DEVELOPER will be reimbursed for the cost of the wells and collection system installed by DEVELOPER.

(b) Effective Date. This agreement shall become effective on the day it is executed by a duly authorized representative of the COUNTY. Until the effect date, this Agreement shall be of no force or effect.

Section 6. Payment.

(a) Initial Payment for LFG Rights. DEVELOPER shall pay the COUNTY a lump sum of Five Thousand and No/100 Dollars ($5,000.00) within ninety (90) days of the effective date of this Agreement, or upon financing the LFG Utilization Facility, whichever comes first. This lump sum payment to the COUNTY shall constitute the DEVELOPER's payment for an exclusive right to and use of LFG from the Landfill.

(b) Payment for LFG Delivered. DEVELOPER shall pay the COUNTY a 3% royalty for all gross revenue derived from the sale of the landfill gas, CO2, emissions credits or other products. The royalty shall increase to 6% for all landfill gas btu's above 110,000 btu/year.

(c) If the Developer is operating the wells and gas collection system, the Developer will deducted $2,000/month from the royalty payment. However at no time will the royalty payment minus the $2,000/month deduction be less than $1,000/month.

(e) Payment Due Date. All monies due to the COUNTY on a monthly payment basis shall be payable in arrears along with documentation of revenues monthly payment are due on or before the twenty-fifth (25^{th}) day of the calendar month following the month in which DEVELOPER actually receives revenues from its sale of the Beneficial End Use Products converted from the LFG from the Landfill. The COUNTY shall have the right to inspect, copy, and audit during reasonable business hours the sale journal and any other pertinent books and records of the DEVELOPER relating to the calculations of the revenues upon which the payment of LFG delivered will be based or any other payment to the COUNTY. If the above indexes are not available for any reason, the parties shall mutually agree on the use of a replacement index or indexes.

(f) Tax and Emission Credits. If any federal, state, or local tax or emission credits become available, DEVELOPER shall pay a fee to the COUNTY for any tax or emission credits received by the DEVELOPER for the LFG Utilization Facility. The fee shall be equal to the royalty amount.

(g) Utility Interface Costs. The DEVELOPER is solely responsible to pay for all utility interface costs.

Section 7. Financing. COUNTY acknowledges that DEVELOPER may desire to finance some or all of the equipment or personal property required to undertake work to be performed under this Agreement and hereby consents to any encumbrance or lien on the machinery, equipment, fixtures, and buildings that make up the LFG Utilization Facility and Utility Interface for the purpose of obtaining such financing, provided:

(a) DEVELOPER shall give COUNTY notice of the existence of such encumbrance or lien together with the name and address of the holder of such encumbrance or lien, and a copy of the encumbrance or lien.

(b) That the existence of such encumbrance or lien shall not relieve DEVELOPER from any liability or responsibility for the performance of its obligations under this Agreement.

Under no circumstances shall DEVELOPER cause any mortgage or lien to exist on the COUNTY property, Landfill, access road, or LFG Utilization Facility Site, and no security interests may be granted in any underground transmission lines, pipelines, or underground equipment or fixtures associated with the project.

Section 8. General Obligations.

(a) Planning and Expansion. DEVELOPER recognizes that future development of the COUNTY Landfill may include additional facilities. COUNTY and DEVELOPER agree to exchange information on a regular basis for planning and coordination of all activities to promote the safe and orderly development and operation of the Landfill.

(b) Interests Retained by COUNTY. All materials, minerals, water, natural gas, and other items existing in, on, or under the Landfill (including, but not limited to, the refuse, cell liners, leachate, condensate, and waste spoilage removed from Landfill during construction of LFG Management System and cover) shall at all times remain the property of COUNTY.

(c) Independent Contractor. In the performance of any activities pursuant to this Agreement, the DEVELOPER will be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the COUNTY. The Developer shall be solely responsible for the means, methods, sequences, and procedures utilized by the DEVELOPER. None of the Developer's employees, officers, agents, or any other individual directed to act on behalf of the DEVELOPER for any act related to the Agreement shall represent, act, purport to act, or be deemed to be the agent, representative, employee or servant of the COUNTY.

Deleted: Developer's employees

(d) Condensate. The DEVELOPER is responsible for the collection and removal of condensate from the DEVELOPER's condensate sumps, DEVELOPER's condensate knockout vessel(s) and the LFG Utilization FACILITY, and the proper handling and delivery of the condensate to the COUNTY's leachate collection system (leachate manhole) or leachate storage tanks. The COUNTY shall have the right to collect and test samples from the DEVELOPER's facilities before discharging into the COUNTY's facilities.

(e) Gas Migration and Emissions. DEVELOPER and COUNTY acknowledge that the primary objective of the LFG Management System is and will continue to be to control LFG migration, emissions and odors, in order to meet all local, state and federal regulatory requirements and the requirements of existing and future landfill permits. DEVELOPER shall operate the LFG Utilization Facility in a manner that is conducive to this primary objective.

FURTHERMORE the COUNTY is to provide all of the needed LFG Management System components and all replacement, expansions, and additions and the operation thereof to collect the LFG generated at the Landfill to the greatest extent possible so that (i) the operation of the Landfill will remain in compliance with applicable federal, state and local laws and regulations, and (ii) the operation of the Landfill will control LFG migration and odors.

(f)

The COUNTY shall design, permit, construct and pay for any additional equipment or other improvements that are necessary to ensure compliance with applicable regulations due to (i) a change in applicable laws or regulations that occurs after the effective date of this Agreement or (ii) an expansion of or other change, provided that such failure is not caused by DEVELOPER's acts or omissions during DEVELOPER's maintenance, repair and operation.

(g) Non Waiver.

(1) The failure of either party to exercise any right shall not be considered a waiver of such right in the event of any further default or noncompliance.

(2) No action taken by COUNTY or DEVELOPER after the effective date of the termination of this Agreement pursuant to Section 14 in accepting one or more payments from the other or undertaking any other activity which would have been authorized by this Agreement but for its termination, shall be construed that this Agreement is not terminated or as a waiver of the termination.

(h) Inspections. COUNTY has the right to conduct inspections of the DEVELOPER's facilities to verify operations compliance, environmental compliance and

compliance with applicable local, state, and federal regulations and said responsibilities of this Agreement

Section 9. Limitations of Liability.

(a) Except as otherwise provided herein, COUNTY provides no warranties or guarantees, either expressed or implied, as to the amount or chemical composition of the LFG to be extracted and made available to the DEVELOPER at the Delivery Point(s) hereunder, including, but without limitation, any warranty of merchantability or fitness of the LFG for a particular purpose; provided, however, if the Landfill does not produce Commercial Quantities of LFG, DEVELOPER may terminate this Agreement as provided in Section 14(d).

(b) Provided DEVELOPER is complying with applicable laws and regulations, DEVELOPER will be solely responsible for the determination of the suitability of the LFG to be used under this Agreement for any and all purposes contemplated by DEVELOPER.

(c) Nothing contained within this Agreement shall be construed to mean that DEVELOPER has assumed any of COUNTY's responsibilities to comply with any environmental laws and regulations, whether federal, state, or local.

(d) In no event shall Developer be liable to COUNTY with respect to any claims arising from the ownership of the Landfill.

(e) COUNTY shall not be liable for damages, including consequential damages, loss of revenues and/or lost profits, for COUNTY employees' entry on the LFG Utilization Facility Site at the Landfill pursuant to Section 4(j) herein. Further, COUNTY shall not be liable for consequential damages, loss of revenues and/or lost profits for any reason whatsoever.

(f) DEVELOPER is liable for any fines and/or repair for any environmental damage due to the DEVELOPER's facilities construction and operations.

(g) Nothing contained in this Agreement constitutes a waiver of the COUNTY's sovereign immunity or the limitations on liability contained in Section 768.28, Florida Statutes.

Section 10. Indemnification. To the fullest extent permitted by Laws and Regulations, the selected DEVELOPER shall indemnify and hold harmless the COUNTY and the officers, directors, employees, agents and other consultants of the COUNTY from and against all claims, expenses, losses and damages (including but not limited to all fees and charges of the DEVELOPER, engineers, architects, attorneys and other professionals) caused by, arising out of or resulting from the performance of services, provided that any such claim, damage, loss or expense: (1) is attributable to bodily injury, sickness, disease, death, or personal injury, or to property damage including the loss of

use resulting there from, and (2) is cause in whole or in part by any act or omission of the DEVELOPER, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the services or anyone for whose acts any of them may be liable. The DEVELOPER agrees that it will pay the reasonable costs of the COUNTY's legal defense, including fees of attorneys as may be selected by the COUNTY and shall defend, satisfy, and pay any judgments which may be rendered against the COUNTY in connection with the above hold harmless agreement. The DEVELOPER acknowledges that specific consideration has been received for this hold harmless/indemnification provision.

The provisions of this Section 10 shall survive the termination of this Agreement.

Section 11. Insurance. Before starting and throughout the Term of this Agreement, the DEVELOPER shall procure and maintain insurance of the types and to the limits specified in Section A below.

The DEVELOPER shall require each of its Subcontractors, if any, to procure and maintain, until completion of that Subcontractor's work, insurance of types and to the limits specified in Section A (i) through (v) inclusive below. It shall be the responsibility of the DEVELOPER to ensure that all its Subcontractors meet these requirements.

(a) Coverage. Except as otherwise stated, the amount and types of insurance shall conform to the following minimum requirements.

(1) Workers' Compensation: Coverage to apply for all employees at the STATUTORY 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 USA Longshoremen & Harbor Workers Act, and Jones Act; in addition, the policy must include EMPLOYERS LIABILITY for limits of Five Hundred Thousand and N/100 Dollars ($500,00.00)/each accident; One Million and No/100 Dollars ($1,000,000.00)/disease – policy limit; Five Hundred Thousand and No/100 Dollars ($500,000.00)/disease – each employee, and a waiver of subrogation in favor of COUNTY, its agents, employees and officials.

(2) Commercial General Liability: Coverage must be afforded, under a per occurrence form policy, including Premise Operations, Independent Contractors, Products and Completed Operations, Broad Form Property Damage Endorsement, with a Hold Harmless and Named Additional Insured Endorsement in favor of the COUNTY for limits not less than Four Million and No/100 Dollars ($4,000,000.00)/general aggregate; Two Million and No/100 Dollars ($2,000,000.00)/products-completed operations (aggregate); Two Million and No/100 Dollars ($2,000,000.00)/personal injury and property damage liability; Two Million and No/100 Dollars ($2,000,000.00)/each occurrence; Fifty Thousand and No/100 Dollars ($50,000.00)/fire damage legal; Five Thousand and No/100 Dollars ($5,000.00)/medical payments.

(3) Business Auto Policy: Coverage must be afforded including coverage for all owned vehicles, hired/non-owned vehicles, with an Additional Named Insured Endorsement in favor of the COUNTY, for a combined single limit (bodily injury and property damage) of not less than One Million and No/100 Dollars ($1,000,000.00)/combined single limit (bodily limits; injury/property damage); personal injury protection/statutory One Million and No/100 Dollars ($1,000,000.00) /uninsured/underinsured motorist; One Million and No/100 Dollars ($1,000,000.00)/hired /non-owned auto liability.

(4) Builder's Risk /Installation Floater: When this agreement includes construction of or additions to above ground buildings or structures, or installation of machinery or equipment, Builder's Risk and/or Installation Floater coverage must be provided as follows:

(i) All Risk Coverage – All risk Coverage on a completed value form shall provide primary, non-contributory coverage with a waiver of subrogation in favor of the COUNTY.

(ii) Amount of Insurance – one-hundred percent (100%) of the completed value of such addition(s), building(s), or structure(s), or machinery and equipment.

(iii) Waiver of Occupancy Clause or Warranty – Policy must be specifically endorsed to eliminate any "Occupancy Clause" or similar warranty or representation that the building(s), addition(s), or structure(s) will not be occupied by the COUNTY.

(iv) Maximum Deductible – Five Thousand No/100 Dollars ($5,000.00) each claim. Higher deductibles are permitted subject to COUNTY approval.

(v) Additional Named Insured – The COUNTY must be included as an additional named insured.

(vi) Notice of Cancellation and/or Restriction – The policy must be specifically endorsed to provide the COUNTY with thirty (30) days' notice of cancellation and/or restriction.

(vii) Flood Insurance – When the buildings or structures are located within an identified special flood hazard area, flood insurance protecting the interest of the DEVELOPER and the COUNTY must be afforded for the lesser of the total insurable value of such buildings or structures, or the maximum amount of floor insurance coverage available under the National Flood Insurance Program.

OR

(5) Property Insurance Coverage: When construction of any above ground building or structure, or installation of machinery or equipment is complete, coverage must be provided as follows:

(i) All Risk Coverage – All Risk Coverage on a completed value from shall provide primary, non-contributory coverage with a waiver of subrogation in favor of the COUNTY.

(ii) Amount of Insurance – one hundred (100%) of the "replacement cost value."

(iii) Maximum Deductible – Five Thousand and No/100 Dollars ($5,000.00) each claim. Higher deductibles are permitted subject to COUNTY approval.

(iv) Additional Named Insured – The COUNTY must be included as an additional named insured.

(v) Notice of Cancellation and/or Restriction – The policy must be specifically endorsed to provide the COUNTY with thirty (30) days' notice of cancellation.

(vi) Flood Insurance – When the buildings or structures are located within an identified special flood hazard area, flood insurance protecting the interest of the Contractor must be afforded for the lesser of the total insurable value of such buildings or structures, or the maximum amount of flood insurance coverage available under the National Flood Insurance Program.

(6) Environmental Impairment Insurance: Coverage shall be provided and maintained as a separate policy for One Million Dollars and No/100 Dollars ($1,000,000.00) per occurrence; Two Million Dollars and No/100 Dollars ($2,000,000.00) aggregate.

(7) Business Interruption: Coverage shall be maintained in an amount sufficient to cover COUNTY's loss of revenues or consequential damages for the period of time it would take to repair or replace the damage or loss that caused said loss or damage.

(b) Waiver of Subrogation/Cause of Action. DEVELOPER agrees to waive any rights of recovery against the COUNTY for damage or loss to DEVELOPER's property or other asset, and any loss of revenue or consequential damages, howsoever caused, and agrees to require appropriate waivers of subrogation from its insurance companies.

(c) Certificates of Insurance. Certificates of all insurance required from the Developer shall be filed with the COUNTY as the Certificate Holder, before operations are commenced. The insurance indicated on the Certificate shall be subject to its approval for adequacy and protection. The certificate will state the types of coverage provided, limits of liability, and expiration dates. The COUNTY shall be identified as an Additional Named Insured for each type of coverage required by Section A (2) through A (6) above. The required certificates of insurance may refer specifically to this Agreement and the above sections in accordance with which such insurance is being furnished, and may state that such insurance is as required by such sections of this Agreement.

The DEVELOPER shall provide a Certificate of Insurance to the County with a thirty (30) days' notice of cancellation. In addition, the County will be shown as Additional Named Insured, with a Hold Harmless Agreement in favor of the COUNTY, where applicable. The certificate should also indicate if coverage is provided under a "claims made" or "per 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 as the Agreement (original date if Agreement is renewed) or prior.

If the initial insurance expires prior to the completion of work, renewal certificates and/or required copies of policies shall be furnished thirty (30) days prior to the date of their expiration.

Section 12. Removal and Restoration.

(a) Ownership of Equipment. Except as otherwise provided in this Agreement, the LFG Utilization Facility and related equipment shall remain the personal property and/or responsibility of DEVELOPER (collectively "DEVELOPER's Equipment"), notwithstanding the above, however, no equipment shall be removed that will affect the operations of the COUNTY's Flare Stations needed to remain in compliance with applicable federal, state, and local laws and regulations, and to control landfill gas migration and atmospheric emissions, including odors.

(b) Transfer of Ownership upon Expiration or Termination. Upon the expiration or termination of the Agreement, the below ground portions of the LFG Utilization Facility and the building shall become the personal property and responsibility of COUNTY. DEVELOPER shall have no further responsibility with respect to the below ground portions of the LFG Utilization Facility after DEVELOPER conveys title to such equipment, fee and clear of any encumbrances, liens or security interest.

Notwithstanding the above, within thirty (30) or (90)? days after the expiration or termination of this Agreement, , the DEVELOPER shall, at its sole expense, remove all LFG Utilization Facility and any associated Transmission equipment except for the building from the Landfill and return the LFG Utilization Facility Site to its original condition.

Nothing in this Section 12 shall be construed to create an obligation on the COUNTY to buy any portions of the LFG Utilization Facility. Should DEVELOPER fail to remove DEVELOPER's Equipment as required under this Section 12, such property shall be deemed abandoned and shall become the property of COUNTY. Should the COUNTY incur cost associated with the removal of abandoned equipment and/or site restoration associated with such abandonment, the DEVELOPER shall be liable for such cost. This liability shall expire twelve (12) months after the abandonment if the COUNTY has not notified the DEVELOPER in writing that site clean-up has been completed or is underway including the actual or estimated cost of such clean-up.

F

(c) Removal and Restoration Bond. Before starting and throughout the term of this Agreement, DEVELOPER shall procure and maintain a bond or financial security instrument under forms acceptable and approved by the COUNTY to ensure the removal of the DEVELOPER's facilities and the restoration of the land upon the expiration or termination of this Agreement. The amount of the bond or financial security instrument shall be Fifty Thousand and No/100 Dollars ($50,000.00).

Section 13. Force Majeure. If by reason of Force Majeure either party is unable to carry out, either in whole or in part, its obligations herein contained, such party shall not be deemed in default during the continuation of such inability, provided that:

(a) The non-performing party, as soon as possible but no later than two (2) weeks after the occurrence of the cause of the Force Majeure, gives the other party written notice describing the particulars of the occurrence; and

(b) The suspension of performance be of no greater scope and of no longer duration than is required by the Force Majeure; and

(c) No obligations of either party which arose prior to the occurrence causing the suspension of performance be excused as a result of the occurrence; and

(d) That the non-performing party endeavors to remedy with all reasonable dispatch the cause or causes preventing it from carrying out its obligations.

Neither party shall be required to settle strikes, lockouts, or other industrial disturbances by acceding to the demands of the opposing party or parties when such course is, in its judgment, not in its best interest. The fee required to be paid by DEVELOPER set forth in Section 6(b) shall not apply, and DEVELOPER shall be relieved of its obligation there from, so long as an event of Force Majeure has occurred and is continuing.

Section 14. Termination.

(a) DEVELOPER's Default. The failure of the DEVELOPER to comply with any provision of this Agreement shall place the DEVELOPER in default. Prior to terminating the Agreement, the COUNTY shall notify the DEVELOPER in writing.

Notification shall make specific reference to the provision which gave rise to the default. The COUNTY shall provide the DEVELOPER thirty (30) days to propose a written remedy and schedule, which shall not be unreasonably withheld, delayed, or conditioned. If the COUNTY disapproves of DEVELOPER's proposed remedy and schedule, the COUNTY may, at its sole option, direct an alternative remedy and schedule or provide DEVELOPER with ninety (90) days prior written notice of termination.

Deleted: direct an

Events of default by DEVELOPER warranting termination by COUNTY shall include, but not be limited to, one or more of the following:

(1) the filing by or against DEVELOPER of a petition in bankruptcy or the complete cessation of the business operations of DEVELOPER;

(2) failure by DEVELOPER to pay the fees due the COUNTY pursuant to Section 6, Payment;

(4) failure by the DEVELOPER to maintain the LFG Utilization Facility, the COUNTY's Flare Station(s), and all associated DEVELOPER supplied equipment in good working order throughout the term of this Agreement;

(5) failure to operate the system or to maintain compliance with environmental regulations and noise limitation and odor control requirements;

(6) failure to pay for any damages assessed to the DEVELOPER;

(7) failure to commence Commercial Operations within eighteen (18) months from the effective date of this Agreement.

(b) Repeated Defaults by DEVELOPER. In the event that the DEVELOPER's record of performance shows that the DEVELOPER has frequently, regularly or repetitively defaulted in the performance of any of the material covenants and conditions required herein to be kept and performed by the DEVELOPER and regardless of whether the DEVELOPER has corrected each individual condition of default, the DEVELOPER may be deemed a "habitual violator" and all of said defaults may be considered collectively to constitute a condition of default. The COUNTY may thereupon issue the DEVELOPER a final warning citing the circumstances therefore, and any single material default by the DEVELOPER within one (1) year after said warning shall be grounds for termination of this Agreement. In the event of any such single subsequent default within one (1) year, the COUNTY may terminate this Agreement upon the giving of written final notice to the DEVELOPER. The COUNTY's Environmental Services Director shall be the sole authority to determine and deem the DEVELOPER as a "habitual violator".

(c) COUNTY's Default. The failure of the COUNTY to comply with any provision of this Agreement shall place the COUNTY in default. Prior to terminating the

Agreement, the DEVELOPER shall notify the COUNTY in writing. Notification shall make specific reference to the provision which gave rise to the default. The DEVELOPER shall provide the COUNTY thirty (30) days to propose a written remedy and schedule which shall set forth the specific timeframe for curing default. In the event of a default by the COUNTY, the COUNTY shall pay DEVELOPER an amount for capital expenditures for the LFG Utilization Facility consistent with Section 12(b) of the Agreement, or the DEVELOPER may remove the above ground portion of the LFG Utilization Facility at the DEVELOPER's option.

(d) Termination for Insufficient Quantities of LFG. Should the DEVELOPER determine, following LFG Utilization Facility start-up, that LFG can no longer be reasonably recovered from the Landfill in Commercial Quantities, DEVELOPER shall have the right to surrender and terminate this Agreement including its rights to the LFG upon ninety (90) days prior written notice to COUNTY. In the event of such termination by the DEVELOPER:

(1) the DEVELOPER shall continue to make payments to the COUNTY for the right to and use of the LFG in accordance with Section 6(b), whichever is in effect at the time, for a three (3) month period following notification of termination;

(2) the DEVELOPER shall continue to make payments for any monies due to the COUNTY for the sale of the Beneficial End Use Product and any other monies required by the provisions of this Agreement;

Section 15. Damages and Administrative Charges. Except where otherwise specifically provided, the measure of damages to be paid by the DEVELOPER to the COUNTY due to any failure by the DEVELOPER to meet any of its obligations under this Agreement shall be the actual damages incurred by the COUNTY. Said damages shall include, but shall not be limited to, the following damages:

(a) The COUNTY's Damages in the Event of Termination of DEVELOPER. If the COUNTY terminates this Agreement because of a default by the DEVELOPER, the DEVELOPER shall be liable to the COUNTY for all actual damages incurred by the COUNTY as a result of DEVELOPER's default.

(b)

(c) The COUNTY's Damages Due to DEVELOPER's Failure to Comply with Environmental Regulations. If the DEVELOPER fails to comply with any applicable environmental regulations, the DEVELOPER shall pay to the COUNTY the following:

(1) All lawful fines, penalties, and forfeitures charged to the COUNTY by any governmental agency charged with enforcement of environmental laws and regulations or judicial orders.

(2) The actual costs, including, but not limited to, legal, administrative and any associated fees, incurred by the COUNTY as a result of the failure to comply with the environmental regulations including any costs incurred in investigating and remedying the conditions which led to the failure to comply with the environmental regulations.

(d) Administrative Charges. The parties acknowledge and agree that it is difficult or impossible to accurately determine the amount of damages that would, or might, be incurred by the COUNTY due to those failures or circumstances described in this section of the Agreement and for which the DEVELOPER would otherwise be liable. Accordingly, administrative charges may be assessed against the DEVELOPER for the following failures to comply with the Agreement:

(1) If DEVELOPER fails to operate and perform the system within permit and/or regulatory requirements or standards, the COUNTY shall give Notice to the DEVELOPER of the foregoing failure. If the DEVELOPER fails to remedy the foregoing failure within two (2) days of the receipt of the Notice from the COUNTY, administrative charges in an amount equal to fifty (50%) of the "daily average payment" to the COUNTY for the sale of the COUNTY's LFG shall be assessed against the DEVELOPER per day until such time as the DEVELOPER has remedied the foregoing failure. If it is not possible to remedy the failure within two (2) days of receipt of the Notice, the DEVELOPER and COUNTY shall agree to a reasonable extended time-period. The "daily average payment" shall be based on normal historical operating days for the six (6) month period immediately preceding the COUNTY's Notice.

(2) If DEVELOPER fails to keep and utilize the LFG Utilization Facility at the levels of manpower and equipment necessary to adequately operate the system, the COUNTY shall give Notice to the DEVELOPER of the foregoing failure. If the DEVELOPER fails to remedy the foregoing failure within one (1) week of the receipt of the Notice from the COUNTY, administrative charges in the amount equal to fifty percent (50%) of the "daily average payment" to the COUNTY for the sale of the COUNTY's LFG shall be assessed against the DEVELOPER per day until such time as the DEVELOPER has remedied the foregoing failure. If it is not possible to remedy the failure within one (1) week of receipt of the Notice, the DEVELOPER and COUNTY shall agree to a reasonable extended time-period. The "daily average payment" shall be based on normal historical operating days for the six (6) month period immediately preceding the COUNTY's Notice.

(3) If DEVELOPER fails to supply information or reports required by the COUNTY and/or any regulatory agency within the timeframe agreed to by the COUNTY and/or regulatory agency, the COUNTY shall give Notice to the DEVELOPER of the foregoing failure. If the DEVELOPER fails to remedy the foregoing

failure within ten (10) day of receipt of the Notice from the COUNTY, administrative charges in the amount of One Hundred and No/100 Dollars ($100.00) per day shall be assessed against the DEVELOPER until such time as the COUNTY determines that the DEVELOPER has remedied the foregoing failure. If it is not possible to remedy the failure within ten (10) day's receipt of the Notice, the DEVELOPER and COUNTY shall agree to a reasonable extended time-period.

Section 16. Representations and Warranties.

(a) Warranties of COUNTY. COUNTY hereby agrees, warrants, and represents to DEVELOPER, as of the date of execution of this Agreement, that:

(1) The COUNTY has not entered into any other agreements with respect to the LFG conveyed to DEVELOPER under this Agreement or with respect to any of the other rights conveyed to DEVELOPER pursuant to Section 2 of this Agreement. COUNTY warrants that DEVELOPER shall take the LFG free and clear of any liens or encumbrances. COUNTY hereby warrants to DEVELOPER that COUNTY has the title to the LFG Utilization Facility Site, access to the site, the Landfill, and the LFG.

(2) No part of the LFG project was financed by grants or subsidized energy financing and the energy credit was not claimed with respect to property used in such recovery Project.

(3) The execution and delivery of this Agreement and related documents have been duly authorized, and constitute legal, valid, and binding obligations of the COUNTY which are enforceable in accordance with their terms and do not violate any law, rule or regulation.

(4) As of the effective date of this Agreement, the solid waste that the COUNTY accepts for disposal within the solid waste disposal units is nonhazardous solid waste as defined by Chapter 62-701, F.A.C. COUNTY also covenants that during the term of the Agreement, COUNTY will continue to accept only nonhazardous solid waste or material deemed nonhazardous in nature as defined by Chapter 62-701, F.A.C.

(b) Warranties of DEVELOPER. DEVELOPER hereby agrees, warrants and represents to COUNTY, as of the date of execution of this Agreement, that

(1) DEVELOPER is a duly organized, validly existing entity in good standing under the laws of the State of Florida. DEVELOPER has all requisite corporate power to own its properties and to carry on the business that is now being conducted, to execute and deliver this Agreement and to engage in the transactions contemplated in this Agreement.

(2) The execution, delivery and performance by DEVELOPER of this Agreement is within the corporate powers of DEVELOPER, have been duly authorized by all necessary corporate action, and do not violate any law, rule or regulation, or the terms of the articles of incorporation or bylaws of DEVELOPER.

Section 17. Assignment. The COUNTY and DEVELOPER shall bind themselves and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement. Neither party hereto may sell, assign or transfer this Agreement or any interest it may have hereunder, without prior written approval of the other party, such approval to be not unreasonably withheld, and provided that any such assignment shall not unduly interfere with the rights of the non-assigning party hereunder, and further provided that such assignee agrees to be bound by the terms of this Agreement to the same extent as assignor. In no event will assignment relieve the assignor of its obligations hereunder. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of COUNTY or DEVELOPER, nor shall it be construed as giving any right or benefit hereunder to anyone other than the COUNTY or the DEVELOPER.

Section 18. Notices. Any notice to be given under this Agreement shall be in writing and shall be deemed to have been properly given and received (i) when delivered in person to the authorized representative of the party to whom the notice is addressed, or (ii) on the date received as indicated on the prepaid certified or registered receipt when sent by prepaid mail, return receipt requested, to the party to be notified at the address indicated as follows:

To DEVELOPER:

Timberline Energy, LLC
15420 West Archer Drive
Golden, CO 80401

To COUNTY:

Hernando County

S

Either party may change such representative or address under this Agreement by providing written notice to the other party.

Section 19. Taxes. DEVELOPER shall, during the term of this Agreement, pay or arrange for the payment of all general taxes that may be levied upon or assessed against the system, facilities, equipment, machinery and improvements constructed or installed by it in, on, or adjacent to the Landfill. To the extent permissible by law, COUNTY shall recognize DEVELOPER's Equipment as an environmental pollution control system as defined under applicable tax laws and, therefore, shall be free from state sales taxes as provided by state statutes.

Section 20. Interest of Members of COUNTY and Others. No officers, members, or employees of the COUNTY, no member of its governing body, no other public official of the governing body of the locality or localities in which services for facilities under this Agreement are to be carried out, who exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of this Project, shall participate in any decision relating to this Agreement which affects their personal interest, or have any personal interest, direct or indirect, in this Agreement or the proceeds thereof.

Section 21. Interest of DEVELOPER. DEVELOPER covenants that it presently has no interest and shall not acquire an interest, direct, or indirect, which shall conflict with the performances or services required to be performed under this Agreement. Developer further covenants that in the performance of this Agreement, the DEVELOPER shall employ no person having any such interest.

Section 22. Covenant against Contingent Fees DEVELOPER warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for DEVELOPER, 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 DEVELOPER , any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this section, the COUNTY shall have the right, but not the duty, to terminate this Agreement without liability, and, at its discretion, to deduct from the Agreement such price, or otherwise recover the full amount of such fee, commission, percentage, gift or other consideration.

Section 23. Potential Conflicts of Interest. DEVELOPER is specifically aware of, and concurs with, the public need for the COUNTY to prohibit any potential conflicts of interest that may arise as a result of the execution of this Agreement. As a result, DEVELOPER has extensively reviewed all of its contracts, letters of agreement, and any other indication of commitment on its behalf to perform services for any client other than Hernando COUNTY, which could in any way present the reasonable possibility of an actual conflict of interest with Hernando COUNTY. DEVELOPER has not identified any such contracts., y.

In view of the potential of this Agreement being a long-term contractual relationship between the parties, DEVELOPER specifically agrees to comply with the following organizational requirements in performing its services under this Agreement:

(a) Direct supervision of DEVELOPER employees and agents under this Project shall be given by BILL OWEN, and the designated Project Managers assigned to each specific Project.

(b) DEVELOPER specifically warrants and agrees that any and all information, concepts, policies and regulations relating to the Project under this

Agreement shall be held by DEVELOPER in strict confidentiality within DEVELOPER's Project Team, except as may be affected by Chapter 119, Florida Statutes. No dissemination of any such information by DEVELOPER shall be made until after clear written authorization to do so has been granted by the COUNTY, except as may be otherwise required by law or directed by COURT Orders and except for disclosures to DEVELOPER's legal counsel or accountants. Notice of such disclosures permitted hereunder shall be immediately given to the COUNTY.

Section 24. Records and Audits. If federal funds are used for any work under this Agreement, the Comptroller General of the United States, or any of his duly authorized representatives, shall have access to any books, documents, papers, and records of DEVELOPER which are directly pertinent to work performed under this Agreement, for purposes of making audit, examination, excerpts, and transcriptions.

The COUNTY and its auditors shall be entitled to audit the books and records of the DEVELOPER to the extent that such books and records relate to the performance of this Agreement. DEVELOPER agrees to maintain such records and accounts including all books, documents, papers, financial records and other evidences pertaining to work performed under this Agreement. Said records shall be made available at its office at all reasonable time during the term of this Agreement, and for three (3) years from the date of final payment under this Agreement, for audit or inspection by the COUNTY, or any of its duly authorized representatives, unless a shorter period is authorized by the COUNTY in writing.

Section 25. Equal Opportunity Employment. DEVELOPER agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfers; recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Section 26. Claims for Services. No claim for services rendered by DEVELOPER not specifically provided for in this Agreement will be honored by the COUNTY.

Section 27. Severability. If any of the provisions contained in this Agreement are held for any reason to be invalid, illegally, or unenforceable, such a holding shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Deleted: illegaly

Deleted: holdingshall

Section 28. Modifications or Amendments in Writing. No modification, amendment or alteration in terms or conditions contained herein shall be effective unless contained in a written document executed by the parties with the same formality as herein.

(a) Headings. The headings appearing in this Agreement are intended for convenience and reference only, and are not to be considered in construing this Agreement.

(b) Disclaimer of Joint Venture, Partnership and Agency. This Agreement shall not be interpreted or construed as creating an association, joint venture or partnership between COUNTY and DEVELOPER or Buyer or to impose any partnership obligation or liability upon such parties. Neither COUNTY nor DEVELOPER or Buyer shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, another party.

(c) Governing Law. All questions with respect to the construction of this Agreement and the rights and liabilities of the parties hereunder shall be determined in accordance with the laws of the State of Florida. Venue shall be in Hernando COUNTY, Florida.

(d) Amendment to Agreement. The COUNTY and DEVELOPER agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, deleted, modified, superseded or otherwise altered, except by written amendment executed by the parties hereto. Such amendment(s) are not valid, binding and enforceable unless signed by the Board of County Commissioners or by a COUNTY representative duly authorized by the Board of County Commissioners.

(e) Successors and Assigns. All of the terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the parties hereto and their respective successors and permitted assigns.

(f) DEVELOPER Right to Utilization Facility Design. It is acknowledged that the DEVELOPER and Buyer have or will have expended considerable time and expense in developing the design for the LFG Utilization Facility and associated electrical transmission, steam or LFG transmission lines, and, therefore, could consider such design to be proprietary. The COUNTY agrees on behalf of itself and its agents and representatives to maintain the proprietary nature of the design by not constructing like facilities without the written approval of the DEVELOPER and Buyer.

(g) Remedies Not Exclusive. The remedies in this Agreement are not exclusive and supplement any other remedies provided at law or in equity.

(h) Order of Precedence. In resolving inconsistencies among (2) or more components of this Agreement, precedence shall be given in the following order:

(1) Agreement

(2) COUNTY's RFP Document
(3) DEVELOPER's Proposal

SIGNATURE BLOCK BEGINS ON PAGE 33

In Witness whereof, the parties hereto have made and executed this agreement on the day and year first written above.

ATTEST:

Board of County Commissioners
Hernando County, Florida

Nancy J. Cuem, Deputy Clerk

SEAL

By: _____

Date:

As authorized for execution by the Board of County Commissioners at its April 24 **200**7 **meeting**

Attest:

_____

Timberline Energy, LLC, a Delaware Limited Liability Company

By: _____
Gregory H. Pilden, President

Date: April 25 - 2007

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY _____ KW 4/16/07
County Attorney's Office

Docusign Envelope ID: 42BF64D1-7D99-4064-B76D-DA0EAAFC2695

TERMINATION OF LANDFILL GAS PURCHASE AGREEMENT AND NULLIFICATION OF WELLFIELD MAINTENANCE AGREEMENT

THIS TERMINATION OF LANDFILL GAS PURCHASE AGREEMENT AND WELLFIELD MAINTENANCE AGREEMENT (this "***Termination Agreement***"), is entered into and executed as of September ___, 2025 and shall be effective as of October 7, 2025 ("***Effective Date***"), by and between Hernando County, a political subdivision of the State of Florida (the "***County***") and Timberline Energy, LLC, a Delaware limited liability company ("***Developer***"). The County and Developer are sometimes referred to in this Agreement together as the "***Parties***" or, individually, as a "***Party***." Any capitalized term that is not expressly defined herein shall have the same meaning as defined in the Landfill Gas Purchase Agreement (as hereinafter defined).

WHEREAS, County and Developer entered into that certain Landfill Gas Purchase Agreement by and between the County and Developer dated March 27, 2007 (the "***Landfill Gas Purchase Agreement***"), pursuant to which the County collects and delivers LFG to Developer and Developer accepts such LFG and uses it as fuel to generate Beneficial End Use Products;

WHEREAS, pursuant to Section 2(b) of the Landfill Gas Purchase Agreement, the County also granted developer a license to the LFG Utilization Facility Site owned by the County at its Landfill, together with an access easement(s) on, over, under, across, and through the Landfill for the construction, installation, operation, and maintenance of the LFG Utilization Facility and Developer's equipment (the "***Site License***");

WHEREAS, the County and Developer acknowledge that Section 4(e) of the Landfill Gas Purchase Agreement references and claims to attach as an exhibit a "Wellfield Maintenance Agreement", and that the Wellfield Maintenance Agreement was not, in fact, attached as an exhibit. The County and Developer further acknowledge that neither Party has the original or a copy of a Wellfield Maintenance Agreement, nor have they exchanged any consideration nor performed any task pursuant to such any such Wellfield Maintenance Agreement that is not already provided for in the Landfill Gas Purchase Agreement. Both Parties further acknowledge that they have conducted themselves with regard to the Landfill Gas Purchase Agreement as if no Wellfield Maintenance Agreement existed or was entered into by the Parties, and that they have no independent recollection of such an agreement being entered into by the Parties.;

WHEREAS, the Parties hereto desire to terminate the Landfill Gas Purchase Agreement, and the Wellfield Agreement, subject to the terms and conditions of this Agreement;

WHEREAS, the Landfill Gas Purchase Agreement requires that Developer remove the LFG Utilization Facility and related equipment, and restore the LFG Utilization Facility Site. The County has requested to acquire certain equipment and that the concrete slab remain thereon, and Developer is willing to leave such equipment and concrete slabs in place and transfer to the County all of Developer's right, title and interest in and to such equipment;

WHEREAS, the Landfill Gas Purchase Agreement also granted Developer the exclusive right to claim and utilize any emission allowances and reduction credits associated with the LFG, including, without limitation carbon action reserve credits ("***CRTs***") under the Climate Action Reserve ("***CAR***") and in connection therewith, Developer has entered into that certain Carbon Credit Purchase and Sale Agreement (the "***CRT Agreement***") dated as of June 16, 2020, whereby Developer agrees to sell CRTs generated from the Hernando County Landfill Electric Generation project (CAR422) (the "***Project***") to a third party;

Docusign Envelope ID: 42BF64D1-7D99-4064-B76D-DA0EAAFC2695

WHEREAS, Developer has delivery obligations under the CRT Agreement that are contingent upon the generation and issuance of CRTs by CAR into Developer's CAR Project account for the reporting period from October 7, 2024 - October 6, 2025 ("***2025 Reporting Period***");

WHEREAS, in order to fulfill its obligations under the CRT Agreement, Developer must retain the exclusive right to generate CRTs associated with the Project until such CRTs are issued by CAR and remain the account holder of the Project in CAR's registry program;

WHEREAS, the County agrees that the Developer shall remain the account holder of the Project in CAR's registry program and retain the exclusive right to generate CRTs for the 2025 Reporting Period until such CRTs have been issued in accordance with the terms and conditions of this Termination Agreement;

NOW, THEREFORE, in consideration of the mutual agreements contained herein, the benefits received by the Parties as a result of the actions described herein, and such other consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Termination of Landfill Gas Purchase Agreement; Nullification of Wellfield Maintenance Agreement; Removal of Developer's Equipment and Retention of Landfill Assets; Site Restoration; Mutual Release; and Indemnification.

(a) *Termination of Agreement*. Except as expressly set forth in Sections 1(b) - (e) below, the Landfill Gas Purchase Agreement is hereby terminated effective as of October 7, 2025 (the "***Termination Date***"), and from and after the Termination Date, the Landfill Gas Purchase Agreement shall have no further force or effect. The County and Developer agree that each of the parties' rights and obligations associated with the Agreement shall terminate on the Termination Date, and the Parties shall have no further obligations to each other with respect to the Agreement except as set forth herein.

(b) *Nullification of Wellfield Maintenance Agreement.* The reference to the Wellfield Maintenance Agreement in the Landfill Gas Purchase Agreement shall have no force or legal effect, and shall not be binding upon either Party as if the Landfill Gas Purchase Agreement never contained a reference to it, even if the original or a copy of the Wellfield Maintenance Agreement is discovered or produced at any time. Any such Wellfield Maintenance Agreement was null ab initio, and is and will be null in perpetuity.

(c) *Removal of Developer Equipment and Retention of Landfill Assets.* Notwithstanding Developer's obligations in Section 12 of the Landfill Gas Purchase Agreement to remove Developer's Equipment, the Parties agree that Developer shall only be required to remove the equipment and personal property listed on Exhibit A attached hereto from the LFG Utilization Facility Site ("***Retained Equipment***"). All other equipment, structures, and property, including, without limitation, the Switchgear Connex, Parts Storage Connex, the Office/Workshop Connex, the forklift (Model No. RT-706J, Serial No. 183597), the open concrete slabs, the exhaust stack, the radiator, import transformer, and certain repair parts for the County's Flare Station shall remain on the LFG Utilization Facility Site (collectively, the "***Landfill Assets***"). For abundance of clarity, a depiction of some of the Landfill Assets is appended as Exhibit B hereto. The Parties shall enter into a Bill of Sale to be effective as of the Termination Date (the "***Bill of Sale***"), whereby, Developer irrevocably conveys, sells, transfers, grants, assigns and delivers to the County all of Developer's right, title and interest in and to the Landfill Assets on an "AS IS, WHERE IS, WITH ALL FAULTS" CONDITION.

Docusign Envelope ID: 42BF64D1-7D99-4064-B76D-DA0EAAFC2695

(d) *Site Restoration.* Notwithstanding Developer's obligations in Section 12 and Section 13 of the Landfill Gas Purchase Agreement, the Parties agree that Developer shall have no further restoration obligation other than the removal of Developer's Retained Equipment as set forth in Section 1(c) hereof. Developer shall remove the Retained Equipment by December 7, 2025. Within five (5) business days of Developer removing all of the Retained Equipment from the LFG Utilization Facility Site, the County shall terminate letter of credit no. 04169983 ("***L/C***") issued by BNP Paribas by either (1) sending a cancellation letter on the County's letterhead and the original L/C by overnight carrier to BNP Paribas at the address set forth below, or (2) sending a cancellation letter on the County's letterhead and the original lost letter of credit affidavit appended hereto as Exhibit D by overnight carrier to BNP Paribas at the address set forth below:

BNP Paribas
c/o BNP Paribas RCC, Inc.
Newport Tower - Suite 188
525 Washington Blvd.
Jersey City, NJ 07310
Attn: Trade Finance Services

The County agrees to also send a copy of the cancellation letter via email to dl.nytfstandby@us.bnpparibas.com and the Developer, which shall include the tracking information for the original documentation.

(e) *Emission Credits*. Notwithstanding Section 1(a) hereof, the Parties agree that Developer shall have the exclusive right to claim and utilize any emission allowances and reduction credits that may be associated with the LFG for the 2025 Reporting Period. The County agrees to cooperate with and provide reasonable assistance to Developer to generate the 2024 – 2025 CRTs, including, without limitation, providing affidavits, attestations, landfill waste and operational data, any changes to the County's Title V Permit, Tier 2, or collection system, site access for Developer and its third-party verifier, disclosure of any regulatory violations and routine inspections, and such other information as may be required by CAR or the third-party verifier. Within five (5) business days of CAR issuing the 2024 – 2025 CRTs into Developer's account, Developer shall deliver notice thereof to the County (such notice date, the "***Emission Credit Termination Date***"). The Parties agree that as of the Emission Credit Termination Date, the County shall be entitled to the right to claim and utilize any emission allowances and reduction credits that may be associated with the LFG, including, without limitation, any CRTs which may be generated by the Project after the Effective Date or earned for the 2025 – 2026 reporting period (i.e., after the 2025 Reporting Period). Upon notice of the Emission Credit Termination Date, the Parties agree that within ten (10) business days: (i) the County shall create an account within CAR, (ii) the Parties shall execute and the County shall submit to CAR the executed Account Holder Project Transfer Form, substantially in the form attached hereto as Exhibit C, and (iii) the County shall pay any fees or expenses in connection with the creation of its account and/or submittal of the project transfer. The Parties shall execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions of this Section 1(e) and give effect to the transactions contemplated by this Section.

(f) *Mutual Release*. Effective upon the Termination Date, each of the County and Developer, on behalf of itself and its past, present, or future owners, successors, heirs, beneficiaries, executors, administrators, principals, assigns, agents, directors, officers, members, managers, trustees, servants, affiliates or affiliated companies, subsidiaries, predecessors, employees, board members, and all other related agents, entities, or companies (collectively, the "***Releasing Parties***"), hereby unconditionally and

Docusign Envelope ID: 42BF64D1-7D99-4064-B76D-DA0EAAFC2695

irrevocably forever release and discharge for good cause and valuable consideration described herein the other Party and its past, present, or future owners, successors, heirs, beneficiaries, executors, administrators, principals, assigns, agents, directors, officers, members, managers, trustees, servants, affiliates or affiliated companies, subsidiaries, predecessors, employees, board members, and all other related agents, entities, or companies (collectively, the "***Released Parties***"), from, and unconditionally and irrevocably waives, any and all claims, debts, liabilities, losses and causes of action of any kind or nature, whether known or unknown, suspected or unsuspected, at law or in equity, that any Releasing Party ever had, now has or ever may have or claim to have against any Released Party for or by reason of any matter, circumstances, event, action, inaction, omission or thing whatsoever to the extent relating to, arising from, or otherwise in connection with (1) the Project, the LFG Utilization Facility, Developer's presence on the LFG Utilization Facility Site, the Agreements, including, without limitation, and all terms, conditions, obligations, responsibilities where expressly stated that they will survive the termination or expiration of the Agreement, and any restoration and remediation efforts with respect to the LFG Utilization Facility Site, (2) that certain letter dated February 18, 2025 to Developer titled "Notice of Default and Opportunity to Remedy" from the County, and (3) the Landfill Assets, and each of the Parties shall not, and shall cause each other Releasing Party not to, seek to recover any amounts in connection therewith from any Released Party; provided that the foregoing release shall not apply to any rights, obligations or claims of any Released Party to a Releasing Party arising under this Termination Agreement.

(g) *Indemnification*. TO THE EXTENT PERMITTED BY FLORIDA LAW, EACH PARTY ("INDEMNIFYING PARTY") HEREBY AGREES TO INDEMNIFY, PROTECT, DEFEND, SAVE AND HOLD HARMLESS THE OTHER PARTY ("INDEMNIFIED PARTY") AND ITS PAST, PRESENT, OR FUTURE OWNERS, SUCCESSORS, HEIRS, BENEFICIARIES, EXECUTORS, ADMINISTRATORS, PRINCIPALS, ASSIGNS, AGENTS, DIRECTORS, OFFICERS, MEMBERS, MANAGERS, TRUSTEES, SERVANTS, AFFILIATES OR AFFILIATED COMPANIES, SUBSIDIARIES, PREDECESSORS, EMPLOYEES, BOARD MEMBERS, AND ALL OTHER RELATED AGENTS, ENTITIES, OR COMPANIES FROM AND AGAINST ANY AND ALL DEBTS, DUTIES, OBLIGATIONS, LIABILITIES, SUITS, CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, LOSSES, FEES AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND EXPENSES AND COURT COSTS) BY THE INDEMNIFYING PARTY OR ANY THIRD PARTY THAT ARISE FROM OR ARE IN RELATION TO THE INDEMNIFYING PARTY'S OBLIGATIONS UNDER OR BREACH OF SECTIONS 1(b) - (f) HEREOF.

2. Governing Law. This Termination Agreement shall be governed by the internal law of the State of Florida, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Florida.

3. Notices. All notices, requests, consents, and other communications under this Termination Agreement shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by e-mail (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient, or (d) on the third (3^{rd}) day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the following addresses and shall be sent concurrently by email to the designated email addresses of the receiving Party:

Docusign Envelope ID: 42BF64D1-7D99-4064-B76D-DA0EAAFC2695

If to Seller:	Hernando County Board of County Commissioners 15470 Flight Path Drive Brooksville, FL 34604 Attention: Scott Harper Email: Sharper@co.hernando.fl.us
with a copy to: (which shall not constitute notice)	Melissa A. Tartaglia, Esq., mtartaglia@co.hernando.fl.us and phare@co.hernando.fl.us
If to Buyer:	Timberline Energy, LLC c/o Archaea Energy 201 Helios Way, Floor 6 Houston, TX 77079 Attention: Guy Chapman and Ben Burke Email: gchapman@archaea.energy and bburke@archaea.energy
with a copy to: (which shall not constitute notice)	Timberline Energy, LLC c/o Archaea Energy 201 Helios Way, Floor 6 Houston, TX 77079 Attention: Legal Email: legal@archaea.energy

4. Counterparts. This Termination Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

5. Titles and Subtitles. The titles and subtitles used in this Termination Agreement are used for convenience only and are not to be considered in construing or interpreting this Termination Agreement.

6. Severability. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.

7. Entire Agreement. This Termination Agreement constitutes the full and entire understanding and agreement between the Parties with respect to the subject matter hereof, and any other written or oral agreement relating to the subject matter hereof existing between the Parties is expressly canceled.

8. Further Assurances. At any time or from time to time after the date hereof, the Parties agree to cooperate with each other, and at the request of the other Party to execute and deliver any further instruments, documents or items and to take all such further actions as the other Party may reasonably request in order to carry out the intent of the Parties hereunder.

Docusign Envelope ID: 42BF64D1-7D99-4064-B76D-DA0EAAFC2695

9. Successors. The terms and conditions of this Termination Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the Parties. Nothing in this Termination Agreement, express or implied, is intended to confer upon any party other than the Parties or their respective successors and assigns any rights, remedies, obligations or liabilities under or by reason of this Termination Agreement, except as expressly provided in this Termination Agreement.

10. Expenses. Each Party will bear its own costs and expenses (including attorneys' fees and expenses) incurred in connection with the preparation and negotiation of this Termination Agreement and the consummation of the transactions contemplated hereby, including but not limited to payment of their respective advisors and relevant corporate and securities counsel.

[Signature Page Follows]

Docusign Envelope ID: 42BF64D1-7D99-4064-B76D-DA0EAAFC2695

IN WITNESS WHEREOF, the Parties have executed and delivered, or have caused to be executed and delivered, this Termination Agreement as of the date first above written.

HERNANDO COUNTY BOARD OF
COUNTY COMMISSIONERS

By: _____

Name: BRIAN HAWKINS

Title: CHAIRMAN

TIMBERLINE ENERGY, LLC

By: Signed by: Aimee DiTommaso
B8EC5C5F55204E8...

Name: Aimee DiTommaso

Title: Chief Commercial Officer

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY _____
County Attorney's Office

Docusign Envelope ID: 42BF64D1-7D99-4064-B76D-DA0EAAFC2695

Exhibit A

Developer Retained Equipment

1. Export Transformer
2. Switchgear within the Switchgear Connex
3. CAT 3520 Genset and Exhaust Stack
4. Radiator
5. Switchgear
6. Repair inventory for items 1 – 5 above
7. Utility Transformer and Pole
8. All equipment, tools, shelving, and other property inside the Switchgear Connex, Parts Storage Connex, and the Office/Workshop Connex containers.

Docusign Envelope ID: 42BF64D1-7D99-4064-B76D-DA0EAAFC2695

Exhibit B

Landfill Assets

1. Switchgear Connex Container (includes House Transformer and Breaker Panel)

Docusign Envelope ID: 42BF64D1-7D99-4064-B76D-DA0EAAFC2695

2. Parts Storage Connex Container

3. Office/Workshop Connex Container

Docusign Envelope ID: 42BF64D1-7D99-4064-B76D-DA0EAAFC2695

4. Exhaust Stack

Docusign Envelope ID: 42BF64D1-7D99-4064-B76D-DA0EAAFC2695

5. Forklift (Model No. RT-706J, Serial No. 183597

6. Radiator

Docusign Envelope ID: 42BF64D1-7D99-4064-B76D-DA0EAAFC2695

7. Open concrete pads

Docusign Envelope ID: 42BF64D1-7D99-4064-B76D-DA0EAAFC2695

8. Import Transformer

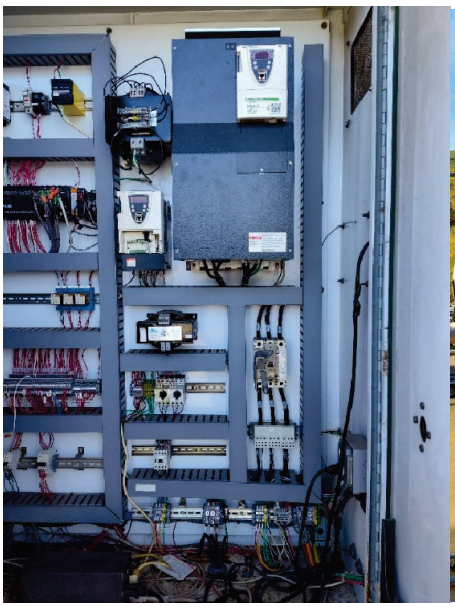
9. The following repair parts for the County's Flare Station:
    a. Schneider Elec. VFD Large # ATV71HD45N4 Rebuilt
    b. 60 HP Elec. Motor for Blower/used/CAT #EM4310T SPEC# 14MO43X881G1
    c. Elec. Motor for Gas Cooler 2HP MODEL # C6T17FB65F / New
    d. Primary Condensate Filter/ MS 44444 #321-2123WN936 / New
    e. Thermal instrument Flow Meter #2020112 / Spare
    f. Blower Site Glass x 2 #893328EO / New
    g. Motor to Blower Direct Drive Gear assembly / 10S-60MM / 10S-1 7/8" / 10JEMS / New
    h. Blower Shaft Seal Kit / # 401975.0
    i. Small VFD Face Plate assembly / #VX4A71100Y / 38418 / New
    j. Phoenix Contact 8ch / #FL-SWITCH SF 8 TX / New
    k. Automation Direct Blower PLC / # DO-06AR / Programmed !
    l. Honeywell Recorder for Flare / USED/ condition unknown.
    m. Blower Industrial Control Transformers x 2 / #FS23000
    n. VFD Altivar Programmers x 2 / # VW3A1101
    o. KimRay Rebuild Parts Kits / # RBGD 2 IN 2 OZ D REP KIT
    p. Elec. Fan Motor for Control Room A/C / #MMK055TED8579012B

Docusign Envelope ID: 42BF64D1-7D99-4064-B76D-DA0EAAFC2695

q. Well Heads x 12 / Flow Wing / 2” / New
r. Fern Co’s x 7 / 6” x 4” / New
s. Well Field Hose Clamps x 85 / New
t. Siemens Ultramat Gas Analyzer x 1

10. County Flare Station skid components: (i) complete Kaeser blower package, (ii) VFD Panel with PLC, (iii) flare candlestick, (iv) filter knockout, (v) main GSOV, and (vi) Gas Analyzer

Docusign Envelope ID: 42BF64D1-7D99-4064-B76D-DA0EAAFC2695



Docusign Envelope ID: 42BF64D1-7D99-4064-B76D-DA0EAAFC2695

Exhibit C

Account Holder Project Transfer Form

(Attached)

Docusign Envelope ID: 42BF64D1-7D99-4064-B76D-DA0EAAFC2695

Account Holder Project Transfer Form

This Account Holder Project Transfer Form ("Transfer") is entered into this [ ] day of [ ], 20[ ] by the following parties:

PROJECT DEVELOPER TRANSFEROR: [Timberline Energy, LLC] ("Transferor")

PROJECT DEVELOPER TRANSFEREE: [Hernando County] ("Transferee"), in regards to:

Project Name: [Hernando County Landfill Electric Generation] (referred to as the "Project").

Project Number (e.g. CAR###): [CAR422]

Project Location (physical address): [14436 Landfill Road, Brooksville, FL 34614]

Project Type: [Landfill Gas Capture/Combustion]

WHEREAS, the Transferor is an Account Holder and Project Developer in the Climate Action Reserve's registry program (the "Program"), an electronic system to serialize, transfer, track, and report carbon dioxide-equivalent emission reductions and Climate Reserve Tonnes ("CRTs") as defined in the Climate Action Reserve Program Manual available at http://www.climateactionreserve.org/how-it-works/program/program-manual/;

WHEREAS, the Transferee is an Account Holder in the Program of the Reserve.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree that Transferor transfers the Project to Transferee as follows:

1. The Transferor and Transferee acknowledge that the Project remains otherwise unchanged, except in relation to the transfer of title to emissions reductions and the management of the project from Transferor to Transferee .

2. The Transferor and Transferee understand and hereby acknowledge that this transfer is on a going-forward basis only with respect to unissued CRTs. Any previously registered CRTs that were registered under Transferor's account will not be transferred along with the Project. Any transfers of previously registered CRTs between account holders must occur via the Reserve program per guidance in the External Operating procedures, and are contingent upon full payment of all CRT issuance and transfer fees.

3. The Transferor and Transferee understand and hereby acknowledge that after the Project transfer has been approved by the Reserve and the Project is transferred to the Transferee, any CRTs that are registered to the Project after the Project is transferred will be deposited in Transferee's account, contingent upon full payment of all CRT issuance fees, and shall be the property of Transferee.

4. The Transferor and Transferee understand and hereby acknowledge that this Agreement is not a guarantee or pre-authorization of CRTs, and that CRTs will only be issued consistent with the Reserve's project protocols and practices.

Docusign Envelope ID: 42BF64D1-7D99-4064-B76D-DA0EAAFC2695

5. Parties attest that for previously registered projects, this project transfer complies with all applicable laws and Reserve protocol requirements, and is consistent with any restrictions on the associated Project property.

6. While this Agreement satisfies the Reserve's requirements for transferring the above project, all parties understand and accept that this Agreement is unrelated to the requirements of the California Air Resources Board's regulations. The Reserve makes no warranty in this regard. (See Sections 95801 to 96022 of the California Code of Regulations for details of the State's cap-and-trade program.)

7. The Transferor and Transferee understand and hereby acknowledge that after the project transfer has been accepted by the Reserve and the project is officially transferred in the program, a new Conflict of Interest evaluation (including submittal of a new NOVA/COI form) must be completed for Transferee, with respect to (but not limited to) potential verification bodies and any additional consulting staff hired by Transferee.

8. This form is a document of the Climate Action Reserve, not a contract for services between transferor and transferee. It is the Reserve's expectation that Transferor and Transferee develop and execute appropriate external legal contracts to fully define their business relationship. The Transferee and Transferor understand and hereby acknowledge and agree to indemnify, hold harmless, and defend, using counsel appointed by the Reserve (collectively, "Indemnify"), the Reserve and its directors, officers, employees, agents, contractors and representatives (the "Indemnified Parties") from and against all damages, liabilities, penalties, costs, losses, expenses, causes of action, claims, demands, or judgments, including without limitation, reasonable attorneys' fees and legal costs (collectively, "Damages"), arising from or in any way connected to any claim by any individual, partnership, firm, association, corporation, limited liability company, trust and any other form of governmental or business entity ("Person") in connection with any of the following: the transfer of this project, the sale of property or services or any future CRTs that may be issued in connection with the above project.

I declare that all statements contained herein are true and correct, to the best of my knowledge, and are made with full knowledge that the Reserve and all users of the Program rely upon the truth of the statements contained in this Project Transfer Attestation Form. I am duly authorized to make this declaration on behalf of my organization.

PROJECT DEVELOPER TRANSFEROR	PROJECT DEVELOPER TRANSFEREE
Name:	Name:
Title:	Title:
Organization Name:	Organization Name:
Phone:	Phone:
E-mail:	E-mail:

Docusign Envelope ID: 42BF64D1-7D99-4064-B76D-DA0EAAFC2695

Exhibit D

Lost Letter of Credit Affidavit Form

CERTIFICATE REGARDING LOST LETTER OF CREDIT

The undersigned, Hernando County ("County"), hereby represents, warrants and certifies to BNP Paribas, in its capacity as issuer of [Irrevocable Letter of Credit No. 04169983 (the "Letter of Credit") that:

1. The County received the original Letter of Credit and the County is the sole beneficiary of the Letter of Credit.

2. The County has caused a diligent search of its files and vault in order to locate the original Letter of Credit and the original Letter of Credit has not been found. The original Letter of Credit has been inadvertently lost, misplaced or destroyed.

3. The County has taken no action to give or pledge, sell, assign, transfer, hypothecate, deposit, endorse in blank or otherwise or in any other manner dispose of the Letter of Credit or any interest therein to any person, firm or corporation, nor has any record or correspondence been found which indicates that the County has entrusted the possession of the Letter of Credit to any person, firm or corporation for safekeeping or for any other purpose.

4. No person, firm, corporation, court or government agency, has, or has asserted, any right, title, claim, interest in, to, or respecting the Letter of Credit or the proceeds thereof.

5. This certificate is made for the purpose of inducing BNP Paribas to cancel the Letter of Credit and, in consideration of same, the County hereby indemnifies and holds BNP Paribas, and its successors and assigns (collectively, the "Indemnified Parties"), harmless from and against any claim, liability, loss, damage and expense, including legal fees and disbursements, suffered or incurred in connection with, or arising out of the loss and/or the subsequent presentation of the original Letter of Credit and for any misrepresentation made hereunder.

6. The County hereby agrees that if the original Letter of Credit is subsequently found by the County or comes into the County's possession, the County will immediately surrender the original Letter of Credit to BNP Paribas for cancellation.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

Docusign Envelope ID: 42BF64D1-7D99-4064-B76D-DA0EAAFC2695

[_____] [___], 20__

HERNANDO COUNTY

By_____
Name:
Title:

STATE OF _____)
) SS.:
COUNTY OF _____)

On the ___ day of [_____] [___], 2025, before me personally came _____, to me known, who, being by me duly sworn, did depose and say that he/she is a _____ of _____, the corporation described in and which executed the foregoing instrument; and that he/she signed his name thereto by authority of the board of directors of said corporation.

_____

Docusign Envelope ID: 42BF64D1-7D99-4064-B76D-DA0EAAFC2695

Bill of Sale

1. This Bill of Sale is entered into and executed as of September ___, 2025, and shall be effective as of October 7, 2025 (the "***Effective Date***"), by TIMBERLINE ENERGY, LLC, a Delaware limited liability company ("**Seller**"), in favor of Hernando County ("**Buyer**").

2. Conveyance. For good and valuable consideration as set forth in the Termination of Landfill Gas Purchase Agreement and Wellfield Maintenance Agreement dated as of even date herewith between the Parties (the "**Agreement**"), the receipt and adequacy of which Seller hereby acknowledges, Seller hereby irrevocably sells, assigns, transfers, conveys, grants, bargains, and delivers to Buyer, all of its right, title and interest in and to the assets listed in EXHIBIT A attached to and made a part of this Bill of Sale ("**Landfill Assets**"). For abundance of clarity, the Landfill Assets are depicted on EXHIBIT B which is attached hereto and made a part of this Bill of Sale. Any capitalized term that is not expressly defined herein shall have the same meaning as defined in the Agreement.

3. Disclaimer of Warranties. BUYER ACKNOWLEDGES THAT IT HAS BEEN GIVEN THE OPPORTUNITY TO INSPECT THE ASSETS BUYER HEREBY ACCEPTS THE ASSETS ON AN "AS-IS", "WHERE-IS", "WITH ALL FAULTS" BASIS. SELLER MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER WITH RESPECT TO THE ASSETS, AND SELLER HEREBY EXPLICITY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED WITH RESPECT TO THE ASSETS, INCLUDING, BUT WITHOUT LIMITATION, ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. BY ACCEPTING THIS BILL OF SALE, BUYER ACKNOWLEDGES THAT IT HAS NOT RELIED ON ANY REPRESENTATION OR WARRANTY MADE BY SELLER, OR ANY OTHER PERSON ON SELLER'S BEHALF.

4. Release of Claims. In consideration of Seller's conveyance of the Landfill Assets, Buyer, for itself and its affiliates, directors and officers, employees, agents, successors and assigns hereby releases, remises and forever discharges Seller, its directors, officers, members, managers, partners, employees, agents, affiliates, successors and assigns of and from any and all claims, liabilities, damages, demands, rights and causes of action, of whatsoever kind or nature, whether known or unknown, relating to or arising out of the Landfill Assets or this Bill of Sale.

5. Governing Law. This Bill of Sale is governed by, and construed in accordance with, the laws of the State of Florida, United States of America, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Florida.

6. Entire Agreement. This Bill of Sale and the Agreement constitutes the entire understanding and agreement between the Buyer and Seller with respect to its subject matter and supersedes all previous communications, both oral and written, representations and understandings between the parties with respect to the subject matter of this Bill of Sale.

7. No Amendment. No amendment or modification of this Bill of Sale shall be valid or binding on the parties hereto unless made in writing and signed on behalf of each of the Buyer and Seller.

Docusign Envelope ID: 42BF64D1-7D99-4064-B76D-DA0EAAFC2695

8. Counterparts. This Bill of Sale may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Bill of Sale delivered by e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Bill of Sale.

[SIGNATURE PAGE FOLLOWS]

Docusign Envelope ID: 42BF64D1-7D99-4064-B76D-DA0EAAFC2695

IN WITNESS WHEREOF, Seller and Buyer have each duly executed and delivered this Bill of Sale as of the date first written above.

TIMBERLINE ENERGY, LLC

Signed by:
By: Aimee DiTommaso
DEED5C6F5A094E6...

Name: Aimee DiTommaso

Title: Chief Commercial Officer

HERNANDO COUNTY BOARD OF
COUNTY COMMISSIONERS

By: _____

Name: BRIAN HAWKINS

Title: CHAIRMAN

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY _____
County Attorney's Office

Docusign Envelope ID: 42BF64D1-7D99-4064-B76D-DA0EAAFC2695

Exhibit A
Landfill Assets

1. Switchgear Connex Container (includes House Transformer and Breaker Panel)
2. Parts Storage Connex Container
3. Office/Workshop Connex Container
4. Exhaust Stack
5. Forklift (Model No. RT-706J, Serial No. 183597)
6. Radiator
7. Open concrete pads
8. Import Transformer
9. Repair parts for the County's Flare Station as follows:
    a. Schneider Elec. VFD Large # ATV71HD45N4 Rebuilt
    b. 60 HP Elec. Motor for Blower/used/CAT #EM4310T SPEC# 14MO43X881G1
    c. Elec. Motor for Gas Cooler 2HP MODEL # C6T17FB65F / New
    d. Primary Condensate Filter/ MS 44444 #321-2123WN936 / New
    e. Thermal instrument Flow Meter #2020112 / Spare
    f. Blower Site Glass x 2 #893328EO / New
    g. Motor to Blower Direct Drive Gear assembly / 10S-60MM / 10S-1 7/8" / 10JEMS / New
    h. Blower Shaft Seal Kit / # 401975.0
    i. Small VFD Face Plate assembly / #VX4A71100Y / 38418 / New
    j. Phoenix Contact 8ch / #FL-SWITCH SF 8 TX / New
    k. Automation Direct Blower PLC / # DO-06AR / Programmed !
    l. Honeywell Recorder for Flare / USED/ condition unknown.
    m. Blower Industrial Control Transformers x 2 / #FS23000
    n. VFD Altivar Programmers x 2 / # VW3A1101
    o. KimRay Rebuild Parts Kits / # RBGD 2 IN 2 OZ D REP KIT
    p. Elec. Fan Motor for Control Room A/C / #MMK055TED8579012B
    q. Well Heads x 12 / Flow Wing / 2" / New
    r. Fern Co's x 7 / 6" x 4" / New
    s. Well Field Hose Clamps x 85 / New
    t. Siemens Ultramat Gas Analyzer x 1 /#371
10. County Flare Station skid components: (i) complete Kaeser blower package, (ii) VFD Panel with PLC, (iii) flare candlestick, (iv) filter knockout, (v) main GSOV, and (vi) Gas Analyzer
11. Any other equipment left on the LFG Utilization Facility Site as set forth in the Agreement.

Docusign Envelope ID: 42BF64D1-7D99-4064-B76D-DA0EAAFC2695

Exhibit B

Depiction of Landfill Assets

1. Switchgear Connex Container (includes House Transformer and Breaker Panel)

Docusign Envelope ID: 42BF64D1-7D99-4064-B76D-DA0EAAFC2695

2. Parts Storage Connex Container

3. Office/Workshop Connex Container

Docusign Envelope ID: 42BF64D1-7D99-4064-B76D-DA0EAAFC2695

4. Exhaust Stack

Docusign Envelope ID: 42BF64D1-7D99-4064-B76D-DA0EAAFC2695

5. Forklift (Model No. RT-706J, Serial No. 183597

6. Radiator

Docusign Envelope ID: 42BF64D1-7D99-4064-B76D-DA0EAAFC2695

Docusign Envelope ID: 42BF64D1-7D99-4064-B76D-DA0EAAFC2695

7. Open concrete pads

Docusign Envelope ID: 42BF64D1-7D99-4064-B76D-DA0EAAFC2695

8. Import Transformer

Docusign Envelope ID: 42BF64D1-7D99-4064-B76D-DA0EAAFC2695

9. The following repair parts for the County's Flare Station:
    a. Schneider Elec. VFD Large # ATV71HD45N4 Rebuilt
    b. 60 HP Elec. Motor for Blower/used/CAT #EM4310T SPEC# 14MO43X881G1
    c. Elec. Motor for Gas Cooler 2HP MODEL # C6T17FB65F / New
    d. Primary Condensate Filter/ MS 44444 #321-2123WN936 / New
    e. Thermal instrument Flow Meter #2020112 / Spare
    f. Blower Site Glass x 2 #893328EO / New
    g. Motor to Blower Direct Drive Gear assembly / 10S-60MM / 10S-1 7/8" / 10JEMS / New
    h. Blower Shaft Seal Kit / # 401975.0
    i. Small VFD Face Plate assembly / #VX4A71100Y / 38418 / New
    j. Phoenix Contact 8ch / #FL-SWITCH SF 8 TX / New
    k. Automation Direct Blower PLC / # DO-06AR / Programmed !
    l. Honeywell Recorder for Flare / USED/ condition unknown.
    m. Blower Industrial Control Transformers x 2 / #FS23000
    n. VFD Altivar Programmers x 2 / # VW3A1101
    o. KimRay Rebuild Parts Kits / # RBGD 2 IN 2 OZ D REP KIT
    p. Elec. Fan Motor for Control Room A/C / #MMK055TED8579012B
    q. Well Heads x 12 / Flow Wing / 2" / New
    r. Fern Co's x 7 / 6" x 4" / New
    s. Well Field Hose Clamps x 85 / New
    t. Siemens Ultramat Gas Analyzer x 1

10. County Flare Station skid components: (i) complete Kaeser blower package, (ii) VFD Panel with PLC, (iii) flare candlestick, (iv) filter knockout, (v) main GSOV, and (vi) Gas Analyzer

Docusign Envelope ID: 42BF64D1-7D99-4064-B76D-DA0EAAFC2695

Docusign Envelope ID: 42BF64D1-7D99-4064-B76D-DA0EAAFC2695

Docusign Envelope ID: 42BF64D1-7D99-4064-B76D-DA0EAAFC2695

Bill of Sale

1. This Bill of Sale is entered into and executed as of September 9th, 2025, and shall be effective as of October 7, 2025 (the "***Effective Date***"), by TIMBERLINE ENERGY, LLC, a Delaware limited liability company ("**Seller**"), in favor of Hernando County ("**Buyer**").

2. Conveyance. For good and valuable consideration as set forth in the Termination of Landfill Gas Purchase Agreement and Wellfield Maintenance Agreement dated as of even date herewith between the Parties (the "**Agreement**"), the receipt and adequacy of which Seller hereby acknowledges, Seller hereby irrevocably sells, assigns, transfers, conveys, grants, bargains, and delivers to Buyer, all of its right, title and interest in and to the assets listed in EXHIBIT A attached to and made a part of this Bill of Sale ("**Landfill Assets**"). For abundance of clarity, the Landfill Assets are depicted on EXHIBIT B which is attached hereto and made a part of this Bill of Sale. Any capitalized term that is not expressly defined herein shall have the same meaning as defined in the Agreement.

3. Disclaimer of Warranties. BUYER ACKNOWLEDGES THAT IT HAS BEEN GIVEN THE OPPORTUNITY TO INSPECT THE ASSETS BUYER HEREBY ACCEPTS THE ASSETS ON AN "AS-IS", "WHERE-IS", "WITH ALL FAULTS" BASIS. SELLER MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER WITH RESPECT TO THE ASSETS, AND SELLER HEREBY EXPLICITY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED WITH RESPECT TO THE ASSETS, INCLUDING, BUT WITHOUT LIMITATION, ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. BY ACCEPTING THIS BILL OF SALE, BUYER ACKNOWLEDGES THAT IT HAS NOT RELIED ON ANY REPRESENTATION OR WARRANTY MADE BY SELLER, OR ANY OTHER PERSON ON SELLER'S BEHALF.

4. Release of Claims. In consideration of Seller's conveyance of the Landfill Assets, Buyer, for itself and its affiliates, directors and officers, employees, agents, successors and assigns hereby releases, remises and forever discharges Seller, its directors, officers, members, managers, partners, employees, agents, affiliates, successors and assigns of and from any and all claims, liabilities, damages, demands, rights and causes of action, of whatsoever kind or nature, whether known or unknown, relating to or arising out of the Landfill Assets or this Bill of Sale.

5. Governing Law. This Bill of Sale is governed by, and construed in accordance with, the laws of the State of Florida, United States of America, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Florida.

6. Entire Agreement. This Bill of Sale and the Agreement constitutes the entire understanding and agreement between the Buyer and Seller with respect to its subject matter and supersedes all previous communications, both oral and written, representations and understandings between the parties with respect to the subject matter of this Bill of Sale.

7. No Amendment. No amendment or modification of this Bill of Sale shall be valid or binding on the parties hereto unless made in writing and signed on behalf of each of the Buyer and Seller.

Docusign Envelope ID: 42BF64D1-7D99-4064-B76D-DA0EAAFC2695

8. Counterparts. This Bill of Sale may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Bill of Sale delivered by e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Bill of Sale.

[SIGNATURE PAGE FOLLOWS]

Docusign Envelope ID: 42BF64D1-7D99-4064-B76D-DA0EAAFC2695

IN WITNESS WHEREOF, Seller and Buyer have each duly executed and delivered this Bill of Sale as of the date first written above.

TIMBERLINE ENERGY, LLC

Signed by:
By: Aimee DiTommaso
DSEB5C5F55A94E6...
Name: Aimee DiTommaso
Title: Chief Commercial Officer

HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS

By:
Name: BRIAN HAWKINS
Title: CHAIRMAN

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
BY
County Attorney's Office

Docusign Envelope ID: 42BF64D1-7D99-4064-B76D-DA0EAAFC2695

Exhibit A
Landfill Assets

1. Switchgear Connex Container (includes House Transformer and Breaker Panel)
2. Parts Storage Connex Container
3. Office/Workshop Connex Container
4. Exhaust Stack
5. Forklift (Model No. RT-706J, Serial No. 183597)
6. Radiator
7. Open concrete pads
8. Import Transformer
9. Repair parts for the County's Flare Station as follows:
    a. Schneider Elec. VFD Large # ATV71HD45N4 Rebuilt
    b. 60 HP Elec. Motor for Blower/used/CAT #EM4310T SPEC# 14MO43X881G1
    c. Elec. Motor for Gas Cooler 2HP MODEL # C6T17FB65F / New
    d. Primary Condensate Filter/ MS 44444 #321-2123WN936 / New
    e. Thermal instrument Flow Meter #2020112 / Spare
    f. Blower Site Glass x 2 #893328EO / New
    g. Motor to Blower Direct Drive Gear assembly / 10S-60MM / 10S-1 7/8" / 10JEMS / New
    h. Blower Shaft Seal Kit / # 401975.0
    i. Small VFD Face Plate assembly / #VX4A71100Y / 38418 / New
    j. Phoenix Contact 8ch / #FL-SWITCH SF 8 TX / New
    k. Automation Direct Blower PLC / # DO-06AR / Programmed !
    l. Honeywell Recorder for Flare / USED/ condition unknown.
    m. Blower Industrial Control Transformers x 2 / #FS23000
    n. VFD Altivar Programmers x 2 / # VW3A1101
    o. KimRay Rebuild Parts Kits / # RBGD 2 IN 2 OZ D REP KIT
    p. Elec. Fan Motor for Control Room A/C / #MMK055TED8579012B
    q. Well Heads x 12 / Flow Wing / 2" / New
    r. Fern Co's x 7 / 6" x 4" / New
    s. Well Field Hose Clamps x 85 / New
    t. Siemens Ultramat Gas Analyzer x 1 /#371
10. County Flare Station skid components: (i) complete Kaeser blower package, (ii) VFD Panel with PLC, (iii) flare candlestick, (iv) filter knockout, (v) main GSOV, and (vi) Gas Analyzer
11. Any other equipment left on the LFG Utilization Facility Site as set forth in the Agreement.

Docusign Envelope ID: 42BF64D1-7D99-4064-B76D-DA0EAAFC2695

Exhibit B

Depiction of Landfill Assets

1. Switchgear Connex Container (includes House Transformer and Breaker Panel)

Docusign Envelope ID: 42BF64D1-7D99-4064-B76D-DA0EAAFC2695

2. Parts Storage Connex Container

3. Office/Workshop Connex Container

Docusign Envelope ID: 42BF64D1-7D99-4064-B76D-DA0EAAFC2695

4. Exhaust Stack

Docusign Envelope ID: 42BF64D1-7D99-4064-B76D-DA0EAAFC2695

5. Forklift (Model No. RT-706J, Serial No. 183597

6. Radiator

Docusign Envelope ID: 42BF64D1-7D99-4064-B76D-DA0EAAFC2695

Docusign Envelope ID: 42BF64D1-7D99-4064-B76D-DA0EAAFC2695

7. Open concrete pads

Docusign Envelope ID: 42BF64D1-7D99-4064-B76D-DA0EAAFC2695

8. Import Transformer

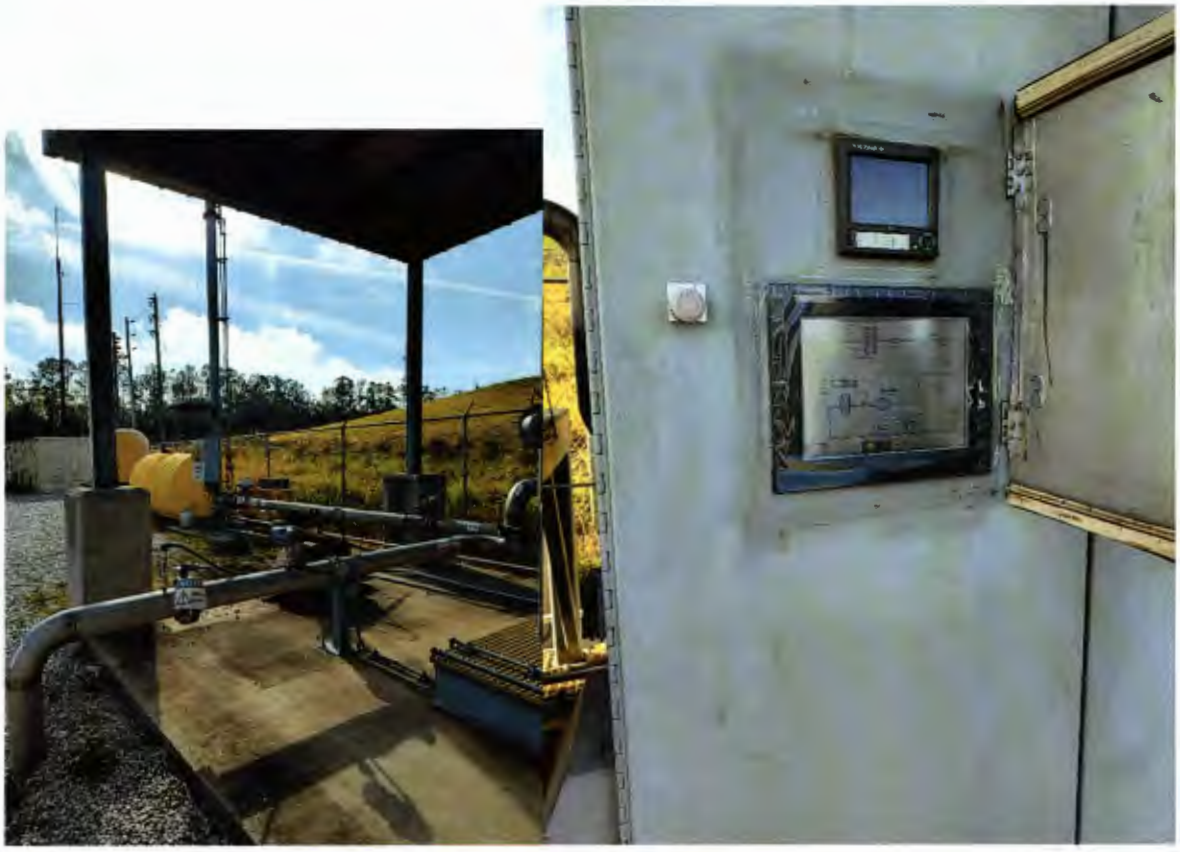
Docusign Envelope ID: 42BF64D1-7D99-4064-B76D-DA0EAAFC2695

9. The following repair parts for the County's Flare Station:
    a. Schneider Elec. VFD Large # ATV71HD45N4 Rebuilt
    b. 60 HP Elec. Motor for Blower/used/CAT #EM4310T SPEC# 14MO43X881G1
    c. Elec. Motor for Gas Cooler 2HP MODEL # C6T17FB65F / New
    d. Primary Condensate Filter/ MS 44444 #321-2123WN936 / New
    e. Thermal instrument Flow Meter #2020112 / Spare
    f. Blower Site Glass x 2 #893328EO / New
    g. Motor to Blower Direct Drive Gear assembly / 10S-60MM / 10S-1 7/8" / 10JEMS / New
    h. Blower Shaft Seal Kit / # 401975.0
    i. Small VFD Face Plate assembly / #VX4A71100Y / 38418 / New
    j. Phoenix Contact 8ch / #FL-SWITCH SF 8 TX / New
    k. Automation Direct Blower PLC / # DO-06AR / Programmed !
    l. Honeywell Recorder for Flare / USED/ condition unknown.
    m. Blower Industrial Control Transformers x 2 / #FS23000
    n. VFD Altivar Programmers x 2 / # VW3A1101
    o. KimRay Rebuild Parts Kits / # RBGD 2 IN 2 OZ D REP KIT
    p. Elec. Fan Motor for Control Room A/C / #MMK055TED8579012B
    q. Well Heads x 12 / Flow Wing / 2" / New
    r. Fern Co's x 7 / 6" x 4" / New
    s. Well Field Hose Clamps x 85 / New
    t. Siemens Ultramat Gas Analyzer x 1

10. County Flare Station skid components: (i) complete Kaeser blower package, (ii) VFD Panel with PLC, (iii) flare candlestick, (iv) filter knockout, (v) main GSOV, and (vi) Gas Analyzer

Docusign Envelope ID: 42BF64D1-7D99-4064-B76D-DA0EAAFC2695

Docusign Envelope ID: 42BF64D1-7D99-4064-B76D-DA0EAAFC2695



Docusign Envelope ID: 42BF64D1-7D99-4064-B76D-DA0EAAFC2695

TERMINATION OF LANDFILL GAS PURCHASE AGREEMENT AND NULLIFICATION OF WELLFIELD MAINTENANCE AGREEMENT

THIS TERMINATION OF LANDFILL GAS PURCHASE AGREEMENT AND WELLFIELD MAINTENANCE AGREEMENT (this "***Termination Agreement***"), is entered into and executed as of September 9th, 2025 and shall be effective as of October 7, 2025 ("***Effective Date***"), by and between Hernando County, a political subdivision of the State of Florida (the "***County***") and Timberline Energy, LLC, a Delaware limited liability company ("***Developer***"). The County and Developer are sometimes referred to in this Agreement together as the "***Parties***" or, individually, as a "***Party***." Any capitalized term that is not expressly defined herein shall have the same meaning as defined in the Landfill Gas Purchase Agreement (as hereinafter defined).

WHEREAS, County and Developer entered into that certain Landfill Gas Purchase Agreement by and between the County and Developer dated March 27, 2007 (the "***Landfill Gas Purchase Agreement***"), pursuant to which the County collects and delivers LFG to Developer and Developer accepts such LFG and uses it as fuel to generate Beneficial End Use Products;

WHEREAS, pursuant to Section 2(b) of the Landfill Gas Purchase Agreement, the County also granted developer a license to the LFG Utilization Facility Site owned by the County at its Landfill, together with an access easement(s) on, over, under, across, and through the Landfill for the construction, installation, operation, and maintenance of the LFG Utilization Facility and Developer's equipment (the "***Site License***");

WHEREAS, the County and Developer acknowledge that Section 4(e) of the Landfill Gas Purchase Agreement references and claims to attach as an exhibit a "Wellfield Maintenance Agreement", and that the Wellfield Maintenance Agreement was not, in fact, attached as an exhibit. The County and Developer further acknowledge that neither Party has the original or a copy of a Wellfield Maintenance Agreement, nor have they exchanged any consideration nor performed any task pursuant to such any such Wellfield Maintenance Agreement that is not already provided for in the Landfill Gas Purchase Agreement. Both Parties further acknowledge that they have conducted themselves with regard to the Landfill Gas Purchase Agreement as if no Wellfield Maintenance Agreement existed or was entered into by the Parties, and that they have no independent recollection of such an agreement being entered into by the Parties.;

WHEREAS, the Parties hereto desire to terminate the Landfill Gas Purchase Agreement, and the Wellfield Agreement, subject to the terms and conditions of this Agreement;

WHEREAS, the Landfill Gas Purchase Agreement requires that Developer remove the LFG Utilization Facility and related equipment, and restore the LFG Utilization Facility Site. The County has requested to acquire certain equipment and that the concrete slab remain thereon, and Developer is willing to leave such equipment and concrete slabs in place and transfer to the County all of Developer's right, title and interest in and to such equipment;

WHEREAS, the Landfill Gas Purchase Agreement also granted Developer the exclusive right to claim and utilize any emission allowances and reduction credits associated with the LFG, including, without limitation carbon action reserve credits ("***CRTs***") under the Climate Action Reserve ("***CAR***") and in connection therewith, Developer has entered into that certain Carbon Credit Purchase and Sale Agreement (the "***CRT Agreement***") dated as of June 16, 2020, whereby Developer agrees to sell CRTs generated from the Hernando County Landfill Electric Generation project (CAR422) (the "***Project***") to a third party;

WHEREAS, Developer has delivery obligations under the CRT Agreement that are contingent upon the generation and issuance of CRTs by CAR into Developer's CAR Project account for the reporting period from October 7, 2024 - October 6, 2025 ("***2025 Reporting Period***");

WHEREAS, in order to fulfill its obligations under the CRT Agreement, Developer must retain the exclusive right to generate CRTs associated with the Project until such CRTs are issued by CAR and remain the account holder of the Project in CAR's registry program;

WHEREAS, the County agrees that the Developer shall remain the account holder of the Project in CAR's registry program and retain the exclusive right to generate CRTs for the 2025 Reporting Period until such CRTs have been issued in accordance with the terms and conditions of this Termination Agreement;

NOW, THEREFORE, in consideration of the mutual agreements contained herein, the benefits received by the Parties as a result of the actions described herein, and such other consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Termination of Landfill Gas Purchase Agreement; Nullification of Wellfield Maintenance Agreement; Removal of Developer's Equipment and Retention of Landfill Assets; Site Restoration; Mutual Release; and Indemnification.

(a) *Termination of Agreement*. Except as expressly set forth in Sections 1(b) - (e) below, the Landfill Gas Purchase Agreement is hereby terminated effective as of October 7, 2025 (the "***Termination Date***"), and from and after the Termination Date, the Landfill Gas Purchase Agreement shall have no further force or effect. The County and Developer agree that each of the parties' rights and obligations associated with the Agreement shall terminate on the Termination Date, and the Parties shall have no further obligations to each other with respect to the Agreement except as set forth herein.

(b) *Nullification of Wellfield Maintenance Agreement.* The reference to the Wellfield Maintenance Agreement in the Landfill Gas Purchase Agreement shall have no force or legal effect, and shall not be binding upon either Party as if the Landfill Gas Purchase Agreement never contained a reference to it, even if the original or a copy of the Wellfield Maintenance Agreement is discovered or produced at any time. Any such Wellfield Maintenance Agreement was null ab initio, and is and will be null in perpetuity.

(c) *Removal of Developer Equipment and Retention of Landfill Assets.* Notwithstanding Developer's obligations in Section 12 of the Landfill Gas Purchase Agreement to remove Developer's Equipment, the Parties agree that Developer shall only be required to remove the equipment and personal property listed on Exhibit A attached hereto from the LFG Utilization Facility Site ("***Retained Equipment***"). All other equipment, structures, and property, including, without limitation, the Switchgear Connex, Parts Storage Connex, the Office/Workshop Connex, the forklift (Model No. RT-706J, Serial No. 183597), the open concrete slabs, the exhaust stack, the radiator, import transformer, and certain repair parts for the County's Flare Station shall remain on the LFG Utilization Facility Site (collectively, the "***Landfill Assets***"). For abundance of clarity, a depiction of some of the Landfill Assets is appended as Exhibit B hereto. The Parties shall enter into a Bill of Sale to be effective as of the Termination Date (the "***Bill of Sale***"), whereby, Developer irrevocably conveys, sells, transfers, grants, assigns and delivers to the County all of Developer's right, title and interest in and to the Landfill Assets on an "AS IS, WHERE IS, WITH ALL FAULTS" CONDITION.

Docusign Envelope ID: 42BF64D1-7D99-4064-B76D-DA0EAAFC2695

(d) *Site Restoration.* Notwithstanding Developer's obligations in Section 12 and Section 13 of the Landfill Gas Purchase Agreement, the Parties agree that Developer shall have no further restoration obligation other than the removal of Developer's Retained Equipment as set forth in Section 1(c) hereof. Developer shall remove the Retained Equipment by December 7, 2025. Within five (5) business days of Developer removing all of the Retained Equipment from the LFG Utilization Facility Site, the County shall terminate letter of credit no. 04169983 ("***L/C***") issued by BNP Paribas by either (1) sending a cancellation letter on the County's letterhead and the original L/C by overnight carrier to BNP Paribas at the address set forth below, or (2) sending a cancellation letter on the County's letterhead and the original lost letter of credit affidavit appended hereto as Exhibit D by overnight carrier to BNP Paribas at the address set forth below:

BNP Paribas
c/o BNP Paribas RCC, Inc.
Newport Tower - Suite 188
525 Washington Blvd.
Jersey City, NJ 07310
Attn: Trade Finance Services

The County agrees to also send a copy of the cancellation letter via email to dl.nytfstandby@us.bnpparibas.com and the Developer, which shall include the tracking information for the original documentation.

(e) *Emission Credits.* Notwithstanding Section 1(a) hereof, the Parties agree that Developer shall have the exclusive right to claim and utilize any emission allowances and reduction credits that may be associated with the LFG for the 2025 Reporting Period. The County agrees to cooperate with and provide reasonable assistance to Developer to generate the 2024 – 2025 CRTs, including, without limitation, providing affidavits, attestations, landfill waste and operational data, any changes to the County's Title V Permit, Tier 2, or collection system, site access for Developer and its third-party verifier, disclosure of any regulatory violations and routine inspections, and such other information as may be required by CAR or the third-party verifier. Within five (5) business days of CAR issuing the 2024 – 2025 CRTs into Developer's account, Developer shall deliver notice thereof to the County (such notice date, the "***Emission Credit Termination Date***"). The Parties agree that as of the Emission Credit Termination Date, the County shall be entitled to the right to claim and utilize any emission allowances and reduction credits that may be associated with the LFG, including, without limitation, any CRTs which may be generated by the Project after the Effective Date or earned for the 2025 – 2026 reporting period (i.e., after the 2025 Reporting Period). Upon notice of the Emission Credit Termination Date, the Parties agree that within ten (10) business days: (i) the County shall create an account within CAR, (ii) the Parties shall execute and the County shall submit to CAR the executed Account Holder Project Transfer Form, substantially in the form attached hereto as Exhibit C, and (iii) the County shall pay any fees or expenses in connection with the creation of its account and/or submittal of the project transfer. The Parties shall execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions of this Section 1(e) and give effect to the transactions contemplated by this Section.

(f) *Mutual Release.* Effective upon the Termination Date, each of the County and Developer, on behalf of itself and its past, present, or future owners, successors, heirs, beneficiaries, executors, administrators, principals, assigns, agents, directors, officers, members, managers, trustees, servants, affiliates or affiliated companies, subsidiaries, predecessors, employees, board members, and all other related agents, entities, or companies (collectively, the "***Releasing Parties***"), hereby unconditionally and

Docusign Envelope ID: 42BF64D1-7D99-4064-B76D-DA0EAAFC2695

irrevocably forever release and discharge for good cause and valuable consideration described herein the other Party and its past, present, or future owners, successors, heirs, beneficiaries, executors, administrators, principals, assigns, agents, directors, officers, members, managers, trustees, servants, affiliates or affiliated companies, subsidiaries, predecessors, employees, board members, and all other related agents, entities, or companies (collectively, the "***Released Parties***"), from, and unconditionally and irrevocably waives, any and all claims, debts, liabilities, losses and causes of action of any kind or nature, whether known or unknown, suspected or unsuspected, at law or in equity, that any Releasing Party ever had, now has or ever may have or claim to have against any Released Party for or by reason of any matter, circumstances, event, action, inaction, omission or thing whatsoever to the extent relating to, arising from, or otherwise in connection with (1) the Project, the LFG Utilization Facility, Developer's presence on the LFG Utilization Facility Site, the Agreements, including, without limitation, and all terms, conditions, obligations, responsibilities where expressly stated that they will survive the termination or expiration of the Agreement, and any restoration and remediation efforts with respect to the LFG Utilization Facility Site, (2) that certain letter dated February 18, 2025 to Developer titled "Notice of Default and Opportunity to Remedy" from the County, and (3) the Landfill Assets, and each of the Parties shall not, and shall cause each other Releasing Party not to, seek to recover any amounts in connection therewith from any Released Party; provided that the foregoing release shall not apply to any rights, obligations or claims of any Released Party to a Releasing Party arising under this Termination Agreement.

(g) *Indemnification*. TO THE EXTENT PERMITTED BY FLORIDA LAW, EACH PARTY ("INDEMNIFYING PARTY") HEREBY AGREES TO INDEMNIFY, PROTECT, DEFEND, SAVE AND HOLD HARMLESS THE OTHER PARTY ("INDEMNIFIED PARTY") AND ITS PAST, PRESENT, OR FUTURE OWNERS, SUCCESSORS, HEIRS, BENEFICIARIES, EXECUTORS, ADMINISTRATORS, PRINCIPALS, ASSIGNS, AGENTS, DIRECTORS, OFFICERS, MEMBERS, MANAGERS, TRUSTEES, SERVANTS, AFFILIATES OR AFFILIATED COMPANIES, SUBSIDIARIES, PREDECESSORS, EMPLOYEES, BOARD MEMBERS, AND ALL OTHER RELATED AGENTS, ENTITIES, OR COMPANIES FROM AND AGAINST ANY AND ALL DEBTS, DUTIES, OBLIGATIONS, LIABILITIES, SUITS, CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, LOSSES, FEES AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND EXPENSES AND COURT COSTS) BY THE INDEMNIFYING PARTY OR ANY THIRD PARTY THAT ARISE FROM OR ARE IN RELATION TO THE INDEMNIFYING PARTY'S OBLIGATIONS UNDER OR BREACH OF SECTIONS 1(b) - (f) HEREOF.

2. Governing Law. This Termination Agreement shall be governed by the internal law of the State of Florida, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Florida.

3. Notices. All notices, requests, consents, and other communications under this Termination Agreement shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by e-mail (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient, or (d) on the third (3rd) day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the following addresses and shall be sent concurrently by email to the designated email addresses of the receiving Party:

If to Seller:	Hernando County Board of County Commissioners 15470 Flight Path Drive Brooksville, FL 34604 Attention: Scott Harper Email: Sharper@co.hernando.fl.us
with a copy to: (which shall not constitute notice)	Melissa A. Tartaglia, Esq., mtartaglia@co.hernando.fl.us and phare@co.hernando.fl.us
If to Buyer:	Timberline Energy, LLC c/o Archaea Energy 201 Helios Way, Floor 6 Houston, TX 77079 Attention: Guy Chapman and Ben Burke Email: gchapman@archaea.energy and bburke@archaea.energy
with a copy to: (which shall not constitute notice)	Timberline Energy, LLC c/o Archaea Energy 201 Helios Way, Floor 6 Houston, TX 77079 Attention: Legal Email: legal@archaea.energy

4. Counterparts. This Termination Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

5. Titles and Subtitles. The titles and subtitles used in this Termination Agreement are used for convenience only and are not to be considered in construing or interpreting this Termination Agreement.

6. Severability. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.

7. Entire Agreement. This Termination Agreement constitutes the full and entire understanding and agreement between the Parties with respect to the subject matter hereof, and any other written or oral agreement relating to the subject matter hereof existing between the Parties is expressly canceled.

8. Further Assurances. At any time or from time to time after the date hereof, the Parties agree to cooperate with each other, and at the request of the other Party to execute and deliver any further instruments, documents or items and to take all such further actions as the other Party may reasonably request in order to carry out the intent of the Parties hereunder.

Docusign Envelope ID: 42BF64D1-7D99-4064-B76D-DA0EAAFC2695

9. Successors. The terms and conditions of this Termination Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the Parties. Nothing in this Termination Agreement, express or implied, is intended to confer upon any party other than the Parties or their respective successors and assigns any rights, remedies, obligations or liabilities under or by reason of this Termination Agreement, except as expressly provided in this Termination Agreement.

10. Expenses. Each Party will bear its own costs and expenses (including attorneys' fees and expenses) incurred in connection with the preparation and negotiation of this Termination Agreement and the consummation of the transactions contemplated hereby, including but not limited to payment of their respective advisors and relevant corporate and securities counsel.

[Signature Page Follows]

Docusign Envelope ID: 42BF64D1-7D99-4064-B76D-DA0EAAFC2695

Exhibit A

Developer Retained Equipment

1. Export Transformer
2. Switchgear within the Switchgear Connex
3. CAT 3520 Genset and Exhaust Stack
4. Radiator
5. Switchgear
6. Repair inventory for items 1 – 5 above
7. Utility Transformer and Pole
8. All equipment, tools, shelving, and other property inside the Switchgear Connex, Parts Storage Connex, and the Office/Workshop Connex containers.

Docusign Envelope ID: 42BF64D1-7D99-4064-B76D-DA0EAAFC2695

Exhibit B

Landfill Assets

1. Switchgear Connex Container (includes House Transformer and Breaker Panel)

Docusign Envelope ID: 42BF64D1-7D99-4064-B76D-DA0EAAFC2695

2. Parts Storage Connex Container

3. Office/Workshop Connex Container

Docusign Envelope ID: 42BF64D1-7D99-4064-B76D-DA0EAAFC2695

4. Exhaust Stack

Docusign Envelope ID: 42BF64D1-7D99-4064-B76D-DA0EAAFC2695

5. Forklift (Model No. RT-706J, Serial No. 183597

6. Radiator

Docusign Envelope ID: 42BF64D1-7D99-4064-B76D-DA0EAAFC2695

7. Open concrete pads

Docusign Envelope ID: 42BF64D1-7D99-4064-B76D-DA0EAAFC2695

8. Import Transformer

9. The following repair parts for the County's Flare Station:
    a. Schneider Elec. VFD Large # ATV71HD45N4 Rebuilt
    b. 60 HP Elec. Motor for Blower/used/CAT #EM4310T SPEC# 14MO43X881G1
    c. Elec. Motor for Gas Cooler 2HP MODEL # C6T17FB65F / New
    d. Primary Condensate Filter/ MS 44444 #321-2123WN936 / New
    e. Thermal instrument Flow Meter #2020112 / Spare
    f. Blower Site Glass x 2 #893328EO / New
    g. Motor to Blower Direct Drive Gear assembly / 10S-60MM / 10S-1 7/8" / 10JEMS / New
    h. Blower Shaft Seal Kit / # 401975.0
    i. Small VFD Face Plate assembly / #VX4A71100Y / 38418 / New
    j. Phoenix Contact 8ch / #FL-SWITCH SF 8 TX / New
    k. Automation Direct Blower PLC / # DO-06AR / Programmed !
    l. Honeywell Recorder for Flare / USED/ condition unknown.
    m. Blower Industrial Control Transformers x 2 / #FS23000
    n. VFD Altivar Programmers x 2 / # VW3A1101
    o. KimRay Rebuild Parts Kits / # RBGD 2 IN 2 OZ D REP KIT
    p. Elec. Fan Motor for Control Room A/C / #MMK055TED8579012B

Docusign Envelope ID: 42BF64D1-7D99-4064-B76D-DA0EAAFC2695

q. Well Heads x 12 / Flow Wing / 2" / New
r. Fern Co's x 7 / 6" x 4" / New
s. Well Field Hose Clamps x 85 / New
t. Siemens Ultramat Gas Analyzer x 1

10. County Flare Station skid components: (i) complete Kaeser blower package, (ii) VFD Panel with PLC, (iii) flare candlestick, (iv) filter knockout, (v) main GSOV, and (vi) Gas Analyzer

Docusign Envelope ID: 42BF64D1-7D99-4064-B76D-DA0EAAFC2695

Docusign Envelope ID: 42BF64D1-7D99-4064-B76D-DA0EAAFC2695

Exhibit C

Account Holder Project Transfer Form

(Attached)

IN WITNESS WHEREOF, the Parties have executed and delivered, or have caused to be executed and delivered, this Termination Agreement as of the date first above written.

HERNANDO COUNTY BOARD OF
COUNTY COMMISSIONERS

By: _____

Name: BRIAN HAWKINS

Title: CHAIRMAN

TIMBERLINE ENERGY, LLC

Signed by:
By: Aimee DiTommaso
F8EC5CBF557D4E6...

Name: Aimee DiTommaso

Title: Chief Commercial Officer

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY _____
County Attorney's Office

Docusign Envelope ID: 42BF64D1-7D99-4064-B76D-DA0EAAFC2695

Account Holder Project Transfer Form

This Account Holder Project Transfer Form ("Transfer") is entered into this [ ] day of [ ], 20[ ] by the following parties:

PROJECT DEVELOPER TRANSFEROR: Timberline Energy, LLC ("Transferor")

PROJECT DEVELOPER TRANSFEREE: Hernando County ("Transferee"), in regards to:

Project Name: Hernando County Landfill Electric Generation (referred to as the "Project").

Project Number (e.g. CAR###): CAR422

Project Location (physical address): 14436 Landfill Road, Brooksville, FL 34614

Project Type: Landfill Gas Capture/Combustion

WHEREAS, the Transferor is an Account Holder and Project Developer in the Climate Action Reserve's registry program (the "Program"), an electronic system to serialize, transfer, track, and report carbon dioxide-equivalent emission reductions and Climate Reserve Tonnes ("CRTs") as defined in the Climate Action Reserve Program Manual available at http://www.climateactionreserve.org/how-it-works/program/program-manual/;

WHEREAS, the Transferee is an Account Holder in the Program of the Reserve.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree that Transferor transfers the Project to Transferee as follows:

1. The Transferor and Transferee acknowledge that the Project remains otherwise unchanged, except in relation to the transfer of title to emissions reductions and the management of the project from Transferor to Transferee .

2. The Transferor and Transferee understand and hereby acknowledge that this transfer is on a going-forward basis only with respect to unissued CRTs. Any previously registered CRTs that were registered under Transferor's account will not be transferred along with the Project. Any transfers of previously registered CRTs between account holders must occur via the Reserve program per guidance in the External Operating procedures, and are contingent upon full payment of all CRT issuance and transfer fees.

3. The Transferor and Transferee understand and hereby acknowledge that after the Project transfer has been approved by the Reserve and the Project is transferred to the Transferee, any CRTs that are registered to the Project after the Project is transferred will be deposited in Transferee's account, contingent upon full payment of all CRT issuance fees, and shall be the property of Transferee.

4. The Transferor and Transferee understand and hereby acknowledge that this Agreement is not a guarantee or pre-authorization of CRTs, and that CRTs will only be issued consistent with the Reserve's project protocols and practices.

Docusign Envelope ID: 42BF64D1-7D99-4064-B76D-DA0EAAFC2695

5. Parties attest that for previously registered projects, this project transfer complies with all applicable laws and Reserve protocol requirements, and is consistent with any restrictions on the associated Project property.

6. While this Agreement satisfies the Reserve's requirements for transferring the above project, all parties understand and accept that this Agreement is unrelated to the requirements of the California Air Resources Board's regulations. The Reserve makes no warranty in this regard. (See Sections 95801 to 96022 of the California Code of Regulations for details of the State's cap-and-trade program.)

7. The Transferor and Transferee understand and hereby acknowledge that after the project transfer has been accepted by the Reserve and the project is officially transferred in the program, a new Conflict of Interest evaluation (including submittal of a new NOVA/COI form) must be completed for Transferee, with respect to (but not limited to) potential verification bodies and any additional consulting staff hired by Transferee.

8. This form is a document of the Climate Action Reserve, not a contract for services between transferor and transferee. It is the Reserve's expectation that Transferor and Transferee develop and execute appropriate external legal contracts to fully define their business relationship. The Transferee and Transferor understand and hereby acknowledge and agree to indemnify, hold harmless, and defend, using counsel appointed by the Reserve (collectively, "Indemnify"), the Reserve and its directors, officers, employees, agents, contractors and representatives (the "Indemnified Parties") from and against all damages, liabilities, penalties, costs, losses, expenses, causes of action, claims, demands, or judgments, including without limitation, reasonable attorneys' fees and legal costs (collectively, "Damages"), arising from or in any way connected to any claim by any individual, partnership, firm, association, corporation, limited liability company, trust and any other form of governmental or business entity ("Person") in connection with any of the following: the transfer of this project, the sale of property or services or any future CRTs that may be issued in connection with the above project.

I declare that all statements contained herein are true and correct, to the best of my knowledge, and are made with full knowledge that the Reserve and all users of the Program rely upon the truth of the statements contained in this Project Transfer Attestation Form. I am duly authorized to make this declaration on behalf of my organization.

PROJECT DEVELOPER TRANSFEROR

Name:
Title:
Organization Name:
Phone:
E-mail:

PROJECT DEVELOPER TRANSFEREE

Name: Brian Hawkins
Title: Chairman
Organization Name: Hernando County Board of County Commissioners
Phone: 352-754-4002
E-mail: BHawkins@hernandocounty.us

Docusign Envelope ID: 42BF64D1-7D99-4064-B76D-DA0EAAFC2695

Exhibit D

Lost Letter of Credit Affidavit Form

CERTIFICATE REGARDING LOST LETTER OF CREDIT

The undersigned, Hernando County ("County"), hereby represents, warrants and certifies to BNP Paribas, in its capacity as issuer of [Irrevocable Letter of Credit No. 04169983 (the "Letter of Credit") that:

1. The County received the original Letter of Credit and the County is the sole beneficiary of the Letter of Credit.

2. The County has caused a diligent search of its files and vault in order to locate the original Letter of Credit and the original Letter of Credit has not been found. The original Letter of Credit has been inadvertently lost, misplaced or destroyed.

3. The County has taken no action to give or pledge, sell, assign, transfer, hypothecate, deposit, endorse in blank or otherwise or in any other manner dispose of the Letter of Credit or any interest therein to any person, firm or corporation, nor has any record or correspondence been found which indicates that the County has entrusted the possession of the Letter of Credit to any person, firm or corporation for safekeeping or for any other purpose.

4. No person, firm, corporation, court or government agency, has, or has asserted, any right, title, claim, interest in, to, or respecting the Letter of Credit or the proceeds thereof.

5. This certificate is made for the purpose of inducing BNP Paribas to cancel the Letter of Credit and, in consideration of same, the County hereby indemnifies and holds BNP Paribas, and its successors and assigns (collectively, the "Indemnified Parties"), harmless from and against any claim, liability, loss, damage and expense, including legal fees and disbursements, suffered or incurred in connection with, or arising out of the loss and/or the subsequent presentation of the original Letter of Credit and for any misrepresentation made hereunder.

6. The County hereby agrees that if the original Letter of Credit is subsequently found by the County or comes into the County's possession, the County will immediately surrender the original Letter of Credit to BNP Paribas for cancellation.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

Docusign Envelope ID: 42BF64D1-7D99-4064-B76D-DA0EAAFC2695

[September] [9], 2025

HERNANDO COUNTY

By: _____
Name: Brian Hawkins
Title: Chairman

STATE OF Florida)
) SS.:
COUNTY OF Hernando)

On the 9th day of [September] [___], 2025, before me personally came Brian Hawkins, to me known, who, being by me duly sworn, did depose and say that he/she is a Chairman of Hernando County BOCC, the corporation described in and which executed the foregoing instrument; and that he/she signed his name thereto by authority of the board of directors of said corporation.

_____

COLLEEN CONKO
Notary Public - State of Florida
Commission # HH 281269
My Comm. Expires Jun 27, 2026
Bonded through National Notary Assn.

TITLE

Award of Quote and Work Authorization Agreement to Waller Construction, Inc., for Waterways Temporary Housing Modular Installation for Waterways Department (Contract No. 24-TFG00704/AP; Amount: $319,998.90)

BRIEF OVERVIEW

On July 30, 2024, the Board approved Contract No. 24-TFG00704/AP for Pre-Qualification of Vendors for Grant Funded Construction Services for Projects Under $500,000.00, pre-qualifying firms under four (4) categories: A-Public Works, B-Waterways, C-Utilities, D-Facilities, to provide quotes for County projects on an as-needed basis.

On July 3, 2025, the Hernando County Waterways Department issued a Request for Quotes (Contract No. 24-TFG00704/AP Quote 7) for Installation of Modular for Waterways Temporary Housing.

The Request for Quote was sent to thirteen (13) pre-qualified firms for the following Categories: A-Public Works, B-Waterways, C-Utilities, D-Facilities.

Ajax Paving Industries of Florida, LLC
DB Civil Construction
HK Solutions Group
Hydro-Klean, LLC
Grosz Construction Company, Inc.
Cross Environmental Services, Inc.
Charlie's Plumbing, Inc.
Advanced Roofing, Inc.
TITAN, Consultants & Engineers, LLC
In Depth, Inc.
Seggie Custom Builders, LLC
Waller Construction, Inc.
Nice Guy Mechanical, Inc.
Property Services GC

BIDs RECEIVED:

(Bids listed in lowest to highest order, with asterisk denotating recommended awardee.)
One (1) reply to the Request for Quote was received by the Quote Due Date of August 15, 2025, from the following firm:

Waller Construction, Inc $319,998.90

Hernando County Waterways Department reviewed for price, conformance to specifications and the Bidder's ability to perform the contract in accordance with the terms, conditions and specifications required and is recommending award of quote to Waller Construction, Inc. No response to Notice of Intent to Award posted on August 19, 2025, was received.

FINANCIAL IMPACT

Funding in the amount of $319,998.90 is available, pending the attached Budget Amendment (BA), in the following:

Fund: 0011 - General Fund, **Department: 40011** - Gen Fund Disaster, **Account: 5304601** - Repair/Maint-BLDG & GRD, **PTC924**

The attached BA also cleans up the available balance for:

Fund: 0011 - General Fund, **Department: 40011** - Gen Fund Disaster, **Account: 5304601** - Repair/Maint-BLDG & GRD is currently showing as ($24,572.70). The $319,998.90 + $24,572.70 = $344,571.60 or rounded to $344,573, as shown on the attached BA. The other negative available balances will be cleaned up via a pending Budget Amendment.

LEGAL NOTE

In accordance with Part II, Chapter 2, Article V of the Hernando County Code of Ordinances.

RECOMMENDATION

It is recommended the Board approve and authorize the Chairman's signature on the attached work authorization agreement to Waller Construction, Inc., for Quote No. 7 to Contract No. 24-TFG00704/AP for the installation of modular for waterways temporary housing project in the amount of $319,998.90.

It is further recommended the Board authorize the Chief Procurement Officer to approve change orders as necessary and required up to budgeted amounts.

REVIEW PROCESS

Carla Burrmann	Approved	09/05/2025	2:53 PM
Robert Talmage	Approved	09/05/2025	2:56 PM
Christopher Linsbeck	Approved	09/05/2025	3:01 PM
Albert Bertram	Approved	09/05/2025	3:05 PM
Carla Rossiter-Smith	Approved	09/05/2025	3:05 PM
Pamela Hare	Approved	09/05/2025	3:10 PM
Melissa Tartaglia	Approved	09/05/2025	3:12 PM
Heidi Prouse	Approved	09/05/2025	3:44 PM
Jeffrey Rogers	Approved	09/05/2025	3:46 PM
Colleen Conko	Approved	09/05/2025	3:47 PM

AYES: Campbell, Allocco, Amsler and Champion

NAYES:	Hawkins

TITLE

Pre-Qualification of Vendors for Grant Funded Construction Services for Projects Under $500,000.00 (Contract No. 24-TFG00704/AP)

Pre-Qualification of Vendors for Grant Funded Construction Services for Projects Under $500,000.00 (Contract No. 24-TFG00704/AP)

BRIEF OVERVIEW

On January 17, 2024, the Procurement Department issued a Request for Qualifications (RFQ No. 24-TFG00704/AP) for Construction Services Under $500K for Grant Projects.

The term of the Qualification period is for three (3) years and may be unilaterally renewed for two (2) additional twelve (12) month periods. As stated in the RFQu, the County reserves the right to qualify multiple Vendor/Contractors and reserves the right to add Pre-qualified Vendors/Contractors every six (6) months, throughout the Contract term.

The Procurement Department placed the legal advertisement with the Hernando Sun and Vendors/Contractors/Bidders were notified through a posting on OpenGov on January 17, 2024. A total of three thousand two hundred nineteen (3,219) Vendors/Contractors/Bidders were notified and eighty (80) Vendors/Contractors/Bidders downloaded the RFQ.

Sixteen (16) proposals were received on the opening date of February 19, 2024, from the following firms (in alphabetical order):

- Advanced Roofing, Inc. - Tampa, FL
- Ajax Paving Industries of Florida, LLC - North Venice, FL
- Charlie's Plumbing, Inc. - Brooksville, FL
- Cross Environmental Services, Inc. - Crystal Springs, FL
- DB Civil Construction - St. Augustine, FL
- FSV Construction Company - Miami, FL
- Grosz Construction Company, Inc. - Tampa, FL
- Hydro-Klean, LLC - DeLand, FL
- In Depth, Inc. - Bunnell, FL
- Innovative Pipeline System - Merrillville, IN
- Nice Guy Mechanical, Inc. - New Port Richey, FL
- Property Services GC - Spring Hill, FL
- Seggie Custom Builders, LLC - Spring Hill, FL
- TITAN, Consultants & Engineers, LLC - Orlando, FL
- VEP Construction, LLC - Weston, FL
- Waller Construction, Inc. - Lakeland, FL

Department staff review resulted in the following qualified Vendor/Contractors listed in the

recommended Categories:

CATEGORY A: PUBLIC WORKS
Evaluated by Laura Borgesi P.E., Traffic Engineer; Donald Carey P.E., Stormwater Engineer; D. Todd Crosby P.E., Assistant County Engineer; Troy McCain, Sr. Project Manager

Ajax Paving Industries of Florida, LLC
Hydro-Klean, LLC
DB Civil Construction

CATEGORY B: WATERWAYS
Evaluated by Carla Burrmann, Aquatic Services and Waterways Manager

In Depth, Inc.

CATEGORY C: UTILITIES
Evaluated by Ron Patel P.E., Utilities Engineering Division Manager

DB Civil Construction

CATEGORY D: FACILITIES
Evaluated by Craig Becker, Facilities Manager

Cross Environmental
Seggie Construction
Charlie's Plumbing
Waller Construction
Grosz Construction
Advanced Roofing
Property Services GC
Nice Guy Mechanical
TITAN

A Notice of Intent to Award was posted on July 8, 2024, to the OpenGov site and posted to the Hernando County Administration electronic public bulletin board. A revised Notice of Intent to Award was posted on July 15, 2024, to the OpenGov site and posted to the Hernando County Administration electronic public bulletin board. No responses were received.

The Chief Procurement Officer has reviewed this requirement for conformance to the Procurement Ordinance and Purchasing Policies and Procedures.

FINANCIAL IMPACT

Contracts will be used on an as-needed basis by departments countywide up to allowable budget amounts and each project will not exceed $500,000.00. Any projects over $50,000.00

will be brought to the Board for approval.

LEGAL NOTE

The Board has the authority to act on this matter pursuant to Chapter 125, Florida Statutes.

RECOMMENDATION

It is recommended that the Board approve the Department's selection of the following qualified Vendor/Contractors:

For CATEGORY A: PUBLIC WORKS:

Ajax Paving Industries of Florida, LLC
Hydro-Klean, LLC
DB Civil Construction

For CATEGORY B: WATER WAYS:

In Depth, Inc.

For CATEGORY C: UTILITIES:

DB Civil Construction

For CATEGORY D: FACILITIES:

Cross Environmental
Seggie Construction
Charlie's Plumbing
Waller Construction
Grosz Construction
Advanced Roofing
Property Services GC
Nice Guy Mechanical
TITAN

The Board's approval will authorize the County to request quotes from the pre-qualified vendor/contractors for projects estimated under $500K. Any quotes received over the ABR of $50,000 will be brought back to the Board for approval.

It is further recommended the Board approve the Chief Procurement Officer (CPO) to renew the contract with the same pricing terms and authorize the CPO to approve change orders as they become necessary and required and up to allowable budget amounts.

There are two (2) one (1) year unilateral renewal options available.

REVIEW PROCESS

Elaine Singer	Approved	07/10/2024 9:02 AM
Carla Burrmann	Approved	07/10/2024 1:28 PM
Craig Becker	Approved	07/10/2024 1:42 PM
Grace Sheppard	Delegated	07/15/2024 8:01 AM
Ron Patel	Approved	07/15/2024 11:24 AM
Katrina Tejera	Approved	07/15/2024 11:33 AM
Grace Sheppard	Approved	07/15/2024 1:05 PM
Todd Crosby	Approved	07/15/2024 4:12 PM
Scott Herring	Approved	07/15/2024 4:15 PM
Jodi Florio	Approved	07/17/2024 8:31 AM
Carla Rossiter-Smith	Approved	07/18/2024 1:53 PM
Albert Bertram	Approved	07/19/2024 8:31 AM
Pamela Hare	Approved	07/19/2024 2:19 PM
Melissa Tartaglia	Approved	07/22/2024 7:49 AM
Heidi Prouse	Approved	07/23/2024 10:56 AM
Toni Brady	Approved	07/23/2024 12:23 PM
Jeffrey Rogers	Approved	07/23/2024 12:48 PM
Colleen Conko	Approved	07/23/2024 12:50 PM

RESULT:	**ADOPTED**
MOVER:	Brian Hawkins
SECONDER:	Steve Champion
AYES:	Narverud, Hawkins, Campbell, Allocco and Champion

EVALUATION TABULATION

PQu No. 24-TFG00704/AP Q7

Installation of Modular for Waterways Temporary Housing

RESPONSE DEADLINE: August 15, 2025 at 5:00 pm

Report Generated: Monday, August 18, 2025

SELECTED VENDOR TOTALS

Vendor	Total
Waller Construction, Inc	$319,998.90

PRICING PROPOSAL

PLEASE NOTE: THE QUANTITIES BELOW ARE AN APPROXIMATION USED FOR ESTIMATING PURPOSES ONLY. THE CONTRACTOR IS RESPONSIBLE FOR CALCULATING AND VERIFYING THE QUANTITIES FOR THEIR BID SUBMITTAL.

Pricing Proposal					Waller Construction, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
GENERAL CONSTRUCTION OPERATIONS						
X	1	Mobilization (includes survey cost, materials testing, pre-construction video)	1	LS	$54,337.00	$54,337.00
X	2	Maintenance of Traffic	1	LS	$6,325.00	$6,325.00
X	3	Sediment Barrier (silt fence)	1	LS	$4,600.00	$4,600.00
X	4	Soil Tracking Prevention Device	1	LS	$5,175.00	$5,175.00
X	5	Water for Dust Control (1,000 gallons)	1	LS	$2,300.00	$2,300.00
CLEARING CONSTRUCTION SITE						
X	6	Clearing and Grubbing	1	LS	$7,130.00	$7,130.00
EARTHWORK AND RELATED OPERATIONS						
X	7	Regular Excavation (Water and Sewer)	533	CY	$9.20	$4,903.60
X	8	Horizontal Directional Drill	80	LF	$172.50	$13,800.00
X	9	Embankment (Contractor to determine if excavated material is suitable for reuse as embankment to offset the listed embankment quantity shown)	160	CY	$63.25	$10,120.00

Pricing Proposal					Waller Construction, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
UTILITIES CONSTRUCTION						
X	10	Sanitary Lift Station	1	LS	$70,552.00	$70,552.00
X	11	UTILITY PIPE - FURNISH & INSTALL, WATER/SEWER, 6" PVC (SDR-26 SANITARY)	10	LF	$125.00	$1,250.00
X	12	UTILITY- FURNISH AND INSTALL CLEANOUT 6"	1	EA	$835.00	$835.00
X	13	UTILITY PIPE - FURNISH & INSTALL, SEWER, 4" (PVC FUSIBLE PIPE FORCE MAIN)	580	LF	$53.00	$30,740.00
X	14	UTILITY FIXTURE, VALVE ASSEMBLY, FURNISH AND INSTALL, 10" x 4" WET TAP AND VALVE	1	EA	$6,170.00	$6,170.00
X	15	UTILITY- FURNISH & INSTALL 4" CHECK VALVE	1	EA	$4,140.00	$4,140.00
X	16	POTABLE WATER- 1" POLYETHYLENE LINE	267	LF	$45.40	$12,121.80
X	17	POTABLE WATER- FURNISH AND INSTALL 1" GATE VALVE AND BOX	1	EA	$650.00	$650.00
X	18	CONCRETE (MISCELLANEOUS)	1.5	SY	$3,293.00	$4,939.50
X	19	ELECTRICAL SERVICE	1	LS	$22,200.00	$22,200.00
X	20	CHAIN LINK FENCE (FDOT TYPE B 5'-6' STANDARD)	10	LF	$57.50	$575.00
GENERAL REQUIREMENTS						
X	21	CONTRACTOR GENERAL CONDITIONS	1	LS	$51,421.00	$51,421.00
X	22	CONTRACTOR INSURANCE & BONDS	1	LS	$5,714.00	$5,714.00
Total						$319,998.90

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	Waller Construction, Inc
Bid Confirmation	Pass
Anti-Human Trafficking Affidavit	Pass
Foreign Countries of Concern	Pass
FEMA Clauses for Construction	Pass

Alisa Pike 8-18-25

PROCUREMENT DEPARTMENT

15470 FLIGHT PATH DRIVE ◆ BROOKSVILLE, FLORIDA 34604
P 352.754.4020 ◆ F 352.754.4199 ◆ W www.HernandoCounty.us

DATE: August 18, 2025

TO: Alisa Pike, Procurement Manager, Special Project and Vendor Relations

FROM: Chris Linsbeck, Community Services Director CJL

SUBJECT: Recommendation for Award Bid No 24-TFG00704/AP Q7
Project Name: Installation of Modular for Waterways Temporary Housing

The attached bid(s) received from Waller Construction, Inc, for the above referenced project/solicitation is submitted as recommendation for award.

Items 1 through 5 below have been completed.

See attached for technical evaluation and reference checks. Total Contract Bid Price for this award is:

$319,998.90

1. Reference checks are satisfactory: X YES ☐ NO
   Reference Checks completed as part of pre-qualification for 24-TFG00704/AP
   If no, provide an explanation using the space provided below and/or attached to this form.
2. Recommend award as responsive and responsible bidder ☒ YES ☐ NO
   If no, provide a detailed explanation using the space provided below and/or attached to this form.
3. Request Next Bidder? ☐ YES ☒ NO
4. Provide a statement that addresses the reason(s) for your recommendation or rejection. Include your basis for determining that pricing is fair and reasonable and that the Bidder has the ability and resources to perform in accordance with the bid terms, conditions and scope.

It is recommended to accept the bid received from Waller Construction, Inc. This recommendation is based on the bid being below the engineers probable cost for the project along with Waller's successful work ethic and project completion with Hernando County.

5. Provide the funding information: Fund 40011 Dept 5304601 Account PTC924

Recommendation Approved By: _____ Date: 8.18.25
Department Director/Manager

Enclosure(s)

County of Hernando
Procurement Department
Carla Rossiter-Smith, Chief Procurement Officer
15470 Flight Path Drive, Brooksville, FL 34604
(352) 754-4020

NOTICE OF INTENT TO AWARD

No. 24-TFG00704/AP Q7

Installation of Modular for Waterways Temporary Housing

RESPONSE DEADLINE: August 15, 2025 at 5:00 pm

DATE: August 19, 2025

TO: All Interested Parties

After a thorough review of the bid(s)/proposal(s) received, Hernando County Government staff intends to recommend to the Board of County Commissioners of Hernando County, Florida, a contract award for the above solicitation be approved with:

Waller Construction, Inc

1065 S Florida Avenue

Lakeland, FL 33803

The tentative date for this recommendation is September 9, 2025. The final contract award is subject to funding availability, insurance coverage, and approval by the Board of County Commissioners of Hernando County, Florida.

Any Bidder who protests the Bid Specifications or Award or Intent to Award, must file with the County a notice of protest and formal written protest in compliance with the Hernando County Procurement Manual, Section 22, which can be found at http://www.hernandocounty.us/home/showpublisheddocument/9013. Failure to timely file such documents will constitute a waiver of proceedings. Failure to file a protest within the time prescribed by, or failure to post the bond or other security in strict accordance with, the Hernando County Procurement Manual, Section 22, shall constitute a waiver of protest proceedings."

Thank you for your interest in conducting business with Hernando County Government.

Sincerely, *Alisa Pike*

Carla Rossiter-Smith, MSM, PMP, GPC
Chief Procurement Officer

HERNANDO COUNTY
BUDGET AMENDMENT REQUEST FORM
FY 2025

REVENUE ACCOUNTS:

Account #	Account Name	Present Budget	Decrease	Increase	Amended Budget
					0
					0
					0
					0
					0
					0
					0
					0
					0
	TOTAL	**$0**	**$0**	**$0**	**$0**

EXPENDITURE ACCOUNTS:

Account #	Account Name	Present Budget	Decrease	Increase	Amended Budget
0011-05981-5909999	BUDGET RES/CASH FORWARD	23,400,084	344,573		$23,055,511
0011-40011-5304601	REPAIR/MAINT-BLDG & GRD	733,275		344,573	$1,077,848
					$0
					$0
					$0
					$0
					$0
					$0
					$0
					$0
					$0
					$0
					$0
					$0
					$0
					$0
	TOTAL	**$24,133,359**	**$344,573**	**$344,573**	**$24,133,359**

Justification: **TO BRING THE FUND WHOLE AND COVER EXPENSES**

Department Name: GEN FUND-DISASTER **Department No. 05981/40011**

APPROVAL SIGNATURES:

Department Head: **Date:**

Budget Officer: Albert Bertran **Date:** 8/29/2025

Legistar # / Mtg. Date: 16331/9/9/25

BUDGET OFFICE USE ONLY:

Fund # 0011	Department # 05981/40011	Verified By: AG	Date Verified: 8/29/25	BA2025-183

Revised: 9/30/24

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA
WORK AUTHORIZATION AGREEMENT

This Contract, entered into this _____ day of _____, 2025, by and between the Hernando County Board of County Commissioners, hereafter called the COUNTY, and Waller Construction, Inc, 1065 S. Florida Avenue, Lakeland, FL 33803. hereinafter called the VENDOR/CONTRACTOR. Owner and Vendor/Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follow:

CONSTRUCTION SERVICES FOR PROJECTS UNDER $500K - RFQ NO. 24-TFG00704/AP

Installation of Modular for Waterways Temporary Housing

QUOTE NUMBER 7

ARTICLE 1 – CONTRACT DOCUMENTS

1.01 The Vendor/Contractor shall furnish all labor, equipment and materials and perform the work per Construction Project in strict accordance with the General Conditions, Special Conditions, Supplementary Conditions, Exhibits, Plans, Specifications, and other Contract Documents, all of which are made a part hereof and designated as follows:

A. The Contract Documents for ITB 23-T00040/AP consist of the following:

Solicitation-Offer-Award

Advertisement of Request for Qualifications

Definitions

Solicitation Document

General Conditions for Quotes

Special Conditions for Quotes

Construction Conditions

Scope of Work

Technical Specifications

Required Forms

Request for Quote – Installation of Modular for Waterways Temporary Housing RFQ NO. 24-TFG00704/AP Quote No 7

Work Authorization and Required Documents After Award

Construction Agreement and Required Documents After Award

Request for Quote Exhibits
Exhibit A – General Requirements and Technical Specifications
Exhibit B – Plans/Drawings

All addenda issued by the County prior to the receipt of Quotes and all supplementary drawings issued after award of the Contract become part of the Contract Document.

Amending and Supplementing Contract Documents:

The Contract Documents may be amended to provide for additions, deletions, and revisions in the work or to modify the terms and conditions thereof by Change Order.

The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the work may be authorized, by one or more of the following ways:

1. A Field Order;
2. Engineer's approval of a shop drawing or sample; or -
3. Engineer's written interpretation or clarification per the provisions described in the Contract Documents.

In resolving such conflicts, errors and discrepancies, the documents shall be given preference in the following order: Agreement, Specifications, Drawings, Solicitation Instructions. Within the specifications the order of preference shall be as follows: Addenda, General Conditions, Technical Specifications. Figure dimensions on drawings shall govern over scale dimensions, and the detailed drawings shall govern over general drawings. Any work that may reasonably be inferred from the specifications or drawings as being required to produce the intended result shall be supplied whether or not it is specifically called for. Work materials or equipment described in words which so applied have a well-known technical or trade meaning shall be deemed to refer to such recognized standards. In case of conflict the more stringent requirements shall take precedence and govern.

The Vendor/Contractor shall take no advantage of any error or omission in the plans or of any discrepancy between the plans and specifications, and the Engineer shall make such interpretation as may be deemed necessary for the fulfillment of the intent of the plans and specifications as construed by him and his decision shall be final.

All provisions required by law to be inserted in this Contract, whether actually inserted or not.

Exhibits to this Agreement (as follows):

1. Vendor/Contractor's Quote
2. Documentation submitted by Vendor/Contractor after to Notice of Award:

    a. Insurance Certificate

B. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

1. Notice to Proceed
2. Change Order(s)

C. The documents listed in this Article are attached to this Agreement (except as expressly noted otherwise).

D. There are no Contract Documents other than those listed in this Article.

E. The Contract Documents may only be amended, modified, or supplemented as stated in Paragraph 33.

ARTICLE 2 - THE ENGINEER

2.01 Engineer in the administration of this Contract and any references to the Engineer or the Professional shall be deemed to mean **Stantec Consulting Services, Inc.**, for the plans and specifications. **Erik van de Boogaard, Rob Talmage** or **Chris Linsbeck** will act as the Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the work in accordance with their respective scope of work and the Contract Documents.

ARTICLE 3 - CONTRACT TIMES

3.01 Time of the Essence:

A. All time limits for completion and readiness for final payment as stated in the Contract Documents are of the

essence of the Contract.

3.02 Days to Achieve Substantial Completion and Final Payment:

A. Vendor/Contractor agrees that the work will be substantially complete within **one hundred twenty days to substantial completion (120)** calendar days after the commencement date indicated in the Notice to Proceed and ready for final payment within **one hundred fifty days to final completion (150)** calendar days after the date indicated on the Notice to Proceed.

3.03 Liquidated Damages:

Vendor/Contractor and Owner agree for each consecutive calendar day that the work remains incomplete after the Contract date established for Substantial Completion and/or Final Completion, the County will retain from the compensation otherwise to be paid to the Vendor/Contractor the sum of zero ($0.00) **FOR LIQUIDATED DAMAGES.** This amount is the minimum measure of damages the County will sustain by failure of the Vendor/Contractor to complete all remedial work, correct deficient work, clean up the project and other miscellaneous tasks as required to complete all work specified.

ARTICLE 4 – CONTRACT PRICE

4.01 Owner shall pay Vendor/Contractor for completion of the work in accordance with the Quote an amount in current funds equal to the sum of the amounts determined pursuant to the Paragraphs below:

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
GENERAL CONSTRUCTION OPERATIONS					
1	Mobilization (includes survey cost, materials testing, pre-construction video)	1	LS	$54,337.00	$54,337.00
2	Maintenance of Traffic	1	LS	$6,325.00	$6,325.00
3	Sediment Barrier (silt fence)	1	LS	$4,600.00	$4,600.00
4	Soil Tracking Prevention Device	1	LS	$5,175.00	$5,175.00
5	Water for Dust Control (1,000 gallons)	1	LS	$2,300.00	$2,300.00
Line Item	**Description**	**Quantity**	**Unit of Measure**	**Unit Cost**	**Total**
CLEARING CONSTRUCTION SITE					
6	Clearing and Grubbing	1	LS	$7,130.00	$7,130.00
Line Item	**Description**	**Quantity**	**Unit of Measure**	**Unit Cost**	**Total**
UTILITIES CONSTRUCTION					
10	Sanitary Lift Station	1	LS	$70,552.00	$70,552.00
19	ELECTRICAL SERVICE	1	LS	$22,200.00	$22,200.00
Line Item	**Description**	**Quantity**	**Unit of Measure**	**Unit Cost**	**Total**
GENERAL REQUIREMENTS					
21	CONTRACTOR GENERAL CONDITIONS	1	LS	$51,421.00	$51,421.00
22	CONTRACTOR INSURANCE & BONDS	1	LS	$5,714.00	$5,714.00
				Total	**$229,754.00**

A. For all work other than Unit Price Work, a Lump Sum of:

Two hundred twenty-nine thousand seven hundred fifty-four dollars and zero cents (words) ($229,754.00) (figure)

All specific cash allowances are included in the above price and have been computed in accordance with Paragraph 34.2.2.

B. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in this Paragraph:

As provided in Paragraph 34.3, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Owner Designated Representative as provided in Paragraph 34.3. Unit prices have been computed as provided in Paragraph 34.3.

UNIT PRICE WORK

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
EARTHWORK AND RELATED OPERATIONS					
7	Regular Excavation (Water and	533	CY	$9.20	$4,903.60
8	Horizontal Directional Drill	80	LF	$172.50	$13,800.00
9	Embankment (Contractor to	160	CY	$63.25	$10,120.00
Line Item	**Description**	**Quantity**	**Unit of Measure**	**Unit Cost**	**Total**
UTILITIES CONSTRUCTION					
11	UTILITY PIPE - FURNISH & INSTALL,	10	LF	$125.00	$1,250.00
12	UTILITY- FURNISH AND INSTALL	1	EA	$835.00	$835.00
13	UTILITY PIPE - FURNISH & INSTALL,	580	LF	$53.00	$30,740.00
14	UTILITY FIXTURE, VALVE ASSEMBLY,	1	EA	$6,170.00	$6,170.00
15	UTILITY- FURNISH & INSTALL 4"	1	EA	$4,140.00	$4,140.00
16	POTABLE WATER- 1" POLYETHYLENE	267	LF	$45.40	$12,121.80
17	POTABLE WATER- FURNISH AND	1	EA	$650.00	$650.00
18	CONCRETE (MISCELLANEOUS)	1.5	SY	$3,293.00	$4,939.50
20	CHAIN LINK FENCE (FDOT TYPE B 5'-	10	LF	$57.50	$575.00
				Total	**$90,244.90**

ESTIMATED TOTAL OF ALL UNIT PRICE WORK $ Ninety thousand two hundred forty-four dollars and ninety cents (use words) $(90, 244.90) (figure)

TOTAL LUMP SUM AND UNIT PRICE:

$ Three hundred nineteen thousand nine hundred ninety-eight dollars and ninety cents (use words) **($319,998.90)** (figure)

ARTICLE 5 – PAYMENT PROCEDURES

5.01 Submittal and Processing of Payments:

A. Vendor/Contractor shall submit Applications for Payment in accordance with Paragraph 37.2.1. Applications for Payment will be processed by Owner Designated Representative as provided in the Contract Documents.

5.02 Progress Payments; Retainage:

A. Owner shall make progress payments on account of the Contract Price on the basis of Vendor/Contractor's Applications for Payment not later than the time periods established by applicable provisions of the Florida Prompt Payment Act, Part VII, Ch. 218.735, F.S. (current version), during performance of the work as provided in Paragraphs below. All such payments will be measured by the Schedule of Values (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner Designated Representative may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract Documents:

a. Ninety-five (95%) of work completed (with the balance being retainage); and Ninety-five (95%) of cost of materials and equipment not incorporated in the work (with the balance being retainage).

5.03 Final Payment:

A. Upon receipt of the final Application for Payment accompanied by Owner Designated Representative's recommendation of payment in accordance with Paragraph 37.7.1, Owner shall pay Vendor/Contractor the remainder of the Contract Price as recommended by Owner Designated Representative, less any sum Owner is entitled to set off against Owner Designated Representative's recommendation, including but not limited to liquidated damages.

B. Final Payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Vendor/Contractor when the work has been completed, the Contract fully performed, and a final Certificate for Payment has been issued by the Owner Designated Representative.

ARTICLE 6 – INTEREST

6.01 All monies not paid when due shall bear interest at the maximum legal rate.

ARTICLE 7 – VENDOR/CONTRACTOR'S REPRESENTATIONS

7.01 In order to induce Owner to enter into this Agreement Vendor/Contractor makes the following representations:

A. Vendor/Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bid Documents.

B. Vendor/Contractor has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, and performance of the work.

C. Vendor/Contractor is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the work.

D. Vendor/Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

E. Vendor/Contractor is aware of the general nature of work to be performed by Owner and others at the site that relates to the work as indicated in the Contract Documents.

F. Vendor/Contractor has correlated the information known to Vendor/Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

G. Vendor/Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Vendor/Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Vendor/Contractor.

H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the work.

ARTICLE 8 – MISCELLANEOUS

8.01 Terms:

A. Terms used in this Agreement will have the meanings stated in the Contract Documents.

8.02 Assignment of Contract:

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, monies that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.03 Successors and Assigns:

A. Owner and Vendor/Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, Agreements, and obligations contained in the Contract Documents.

8.04 Severability:

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Vendor/Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

8.05 This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

ARTICLE 9 – CONTRACT PAYMENT

9.01 The County agrees to pay the Vendor/Contractor for the faithful performance under this Contract for the agreed amount of **Three hundred nineteen thousand nine hundred ninety-eight dollars and ninety cents ($319,998.90)** and is based on the lump sum prices contained herein and subject to additions or deductions as modified.

IN WITNESS WHEREOF, Owner and Vendor/Contractor have signed this Agreement in two (2) copies. All portions of the Contract Documents have been signed, initialed, or identified by Owner and Vendor/Contractor.

OWNER:
HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____

Name: BRIAN HAWKINS

Title: CHAIRMAN

[CORPORATE SEAL]

Attest: Douglas A. Chorvat, Jr.

Title: Clerk of Circuit Court & Comptroller

Address for giving notices:

15470 Flight Path Dr.

Brooksville, FL 34604

VENDOR/CONTRACTOR

WALLER CONSTRUCTION

By: _____

Name: G. BRIAN WALLER

Title: President

[CORPORATE SEAL]

Attest: LORI SECRIST

Title: Accounting Mgr

Address for giving notices:

1065 S FLORIDA AVE
LAKELAND FL
33803

Agent for service of process:

G. BRIAN WALLER

(If Vendor/Contractor is a corporation or a partnership, attach evidence of authority to sign.)

Anti-Human Trafficking Affidavit

In compliance with Fla. Stat. § 787.06(13), this affidavit must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with Hernando County or any of its subordinate units (the "Governmental Entity").

1. My name is G. Brian Waller and I am over eighteen years of age. The following information is given from my own personal knowledge.

2. I am an officer or representative with Waller Construction, a non-governmental entity (the "Nongovernmental Entity"). I am authorized to provide this affidavit on behalf of Nongovernmental Entity.

3. Neither Nongovernmental Entity, nor any of its subsidiaries or affiliates, uses *coercion* for *labor* or *services*, as such italicized terms are defined in Fla. Stat. § 787.06, as it may be amended from time to time.

4. If, at any time in the future, Nongovernmental Entity does use coercion for labor or services, Nongovernmental Entity will immediately notify Governmental Entity and no contracts may be executed, renewed, or extended between the parties.

5. This declaration is made pursuant to Fla, Stat. § 92.525. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I G. Brian Waller, declare that I have read the foregoing Anti-Human Trafficking Affidavit and that the facts stated in it are true.

FURTHER AFFIANT SAYETH NAUGHT.

Waller Construction
Name of Nongovernmental Entity

G. Brian Waller
Printed Name of Affiant

President
Title of Affiant

Signature of Affiant

July 25th 2025
Date

Foreign Countries of Concern

Pursuant to 287.138 F.S., effective July 1, 2023, the County may not enter into contracts which grants the Vendor/Contractor access to personal identifiable information if: a) the Contractor is owned by the government of a Foreign Country of Concern (as defined by the statute): (b) the government of a Foreign Country of Concern has a controlling interest in the entity; or (c) the Contractor is organized under the law of or has its principal place of business in a Foreign Country of Concern.

Beginning July 1, 2025, a governmental entity is prohibited from extending or renewing a contract with an entity meeting the requirements of (a) to (c) above, if the contract would give such entity access to an individual's personal identifying information.

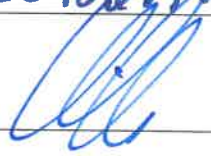
The Contracting with Entities of Foreign Countries of Concern Prohibited Affidavit Form ("Form") is required by Section 287.138, Florida Statutes ("F.S."), which is deemed as being expressly incorporated into this Form. The Affidavit must be completed by a person authorized to make this attestation on behalf of the Bidder's/Proposer's for the purpose of submitting a bid, proposal, quote, or other response, or otherwise entering into a contract with the County. The associated bid, proposal, quote, or other response will not be accepted unless and until this completed and executed Affidavit is submitted to the County.

Bidder's/Proposer's Legal Company Name: WALLER Construction does not meet any of the criteria set forth in Paragraphs 2 (a) – (c) of Section 287.138, FS.

Pursuant to Section 92.525, F.S., under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Print Name of Bidder's/Proposer's Authorized Representative: G. Brian Waller

Title of Bidder's/Proposer's Authorized Representative: President

Signature of Bidder's/Proposer's Authorized Representative: 

Date: July 25, 2025

Supplemental FEMA Clauses
Construction Services

1. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

1.1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination: rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

1.2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

1.3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

1.4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

1.5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

1.6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

1.7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise

provided by law.

1.8. The contractor will include the portion of the sentence immediately preceding paragraph (1.8) and the provisions of paragraphs (1.1) through (1.8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2. DEBARMENT AND SUSPENSION

2.1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

2.2. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

2.3. This certification is a material representation of fact relied upon by Hernando County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt.

3000, subpart C, in addition to remedies available to Hernando County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

2.4. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

3. PROCUREMENT OF RECOVERED MATERIALS

3.1. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

3.1.1. Competitively within a timeframe providing for compliance with the contract performance schedule;

3.1.2. Meeting contract performance requirements; or

3.1.3. At a reasonable price.

3.2. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

3.3. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

4. ACCESS TO RECORDS

4.1. The contractor agrees to provide Hernando County, Clerk of Circuit Court & Comptroller, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

4.2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

4.3. The contractor agrees to provide the FEMA Administrator or his authorized representative's access to construction or other work sites pertaining to the work being completed under the contract.

4.4. In compliance with the Disaster Recovery Act of 2018, Hernando County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

5. DOMESTIC PREFERENCE FOR PROCUREMENTS

5.1. The Contractor should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products. or purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States."

6. CHANGES

6.1. County may, at any time, direct in writing additions, deletions, or changes to all or any part of the work. If any such changes cause an increase or decrease in the cost of or in the time required to perform such work, Bidder shall submit detailed information substantiating such claims and an equitable adjustment shall be made in the price or time of performance.

7. DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

8. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

9. NO OBLIGTION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

10. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

11. RECORDS RETENTION 2 C.F.R. § 200.333

11.1. The Contractor will retain and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.

11.2. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than five (5) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exemptions related thereto.

12. PROVIDING GOOD, SAFE JOBS TO WORKERS

12.1. Pursuant to FEMA Information Bulletin No. 520, the contractor will comply with all applicable federal labor and employment laws. To maximize cost efficiency and quality of work, the contractor commits to strong labor standards and protections for the project workforce by creating an effective plan for ensuring high-quality jobs and complying with federal labor and employment laws. The contractor acknowledges applicable minimum wage, overtime, prevailing wage, and health and safety requirements, and will incorporate Good Jobs Principles wherever appropriate and to the greatest extent practicable."

13. **SOCIOECONOMIC CONTRACTING**

13.1. The Contractor is encouraged to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure small businesses, minority businesses, women's business enterprises, veteran□owned businesses, and labor surplus area firms are considered when possible.

14. **BUY CLEAN**

14.1. Hernando County encourages the use of environmentally friendly construction practices in the performance of this Agreement. In particular, Hernando County encourages that the performance of this agreement include considering the use of low-carbon materials which have substantially lower levels of embodied greenhouse-gas emissions associated with all relevant stages of production, use, and disposal, as compared to estimated industry averages of similar materials or products as demonstrated by their environmental product declaration.

15. **PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT** (AUG 2020) FAR 52.205-25

15.1. *Definitions.* As used in this clause—

15.1.1. *Backhaul* means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (*e.g.*, connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (*e.g.*, fiber optic, coaxial cable, Ethernet).

15.1.2. *Covered foreign country* means The People's Republic of China.

15.1.3. *Covered telecommunications equipment or services* means–

15.1.3.1. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

15.1.3.2. For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

15.1.3.3. Telecommunications or video surveillance services provided by such entities or using such equipment; or

15.1.3.4. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

15.1.4. *Critical technology* means–

15.1.4.1. Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

15.1.4.2. Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

15.1.4.2.1. Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

15.1.4.2.2. For reasons relating to regional stability or surreptitious listening;

15.1.4.3. Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

15.1.4.4. Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

15.1.4.5. Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

15.1.4.6. Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

15.1.5. *Interconnection arrangements* means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (*e.g.*, connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

15.1.6. *Reasonable inquiry* means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

15.1.7. *Roaming* means cellular communications services (*e.g.*, voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

15.1.8. *Substantial or essential component* means any component necessary for the proper function or performance of a piece of equipment, system, or service.

15.2. *Prohibition.*

15.2.1. Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (14.3) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

15.2.2. Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (14.3) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

15.3. *Exceptions.* This clause does not prohibit contractors from providing—

15.3.1. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

15.3.2. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

15.4. Reporting requirement.

15.4.1. In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (14.4.2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

15.4.2. The Contractor shall report the following information pursuant to paragraph (14.4.1) of this clause

15.4.2.1. Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

15.4.2.2. Within 10 business days of submitting the information in paragraph (14.4.2.1) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

15.4.3. *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (14.4.3) and excluding paragraph (14.2.2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

16. **INFRASTRUCTURE INVESTMENT AND JOBS ACT aka BUILD AMERICA BUY AMERICA ACT (BABAA)** H.R.3684

In accordance with OMB Memo M-22-11, by May 14, 2022, FEMA must ensure that all of its applicable federal financial assistance programs comply with section 70914 of BABAA. This includes incorporating a "Buy America" preference in the terms and conditions of each financial award for an infrastructure project. The Act requires the following "Buy America" preference:

16.1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

16.2. All manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.

17. NON-DISCRIMINATION REQUIREMENTS

No person in the United States shall, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving federal financial assistance. The Contractor is required to comply with all non-discrimination requirements summarized in this section, and to ensure that all subawards contain these nondiscrimination requirements.

17.1. Statutory Provisions

17.1.1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) prohibits discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;

17.1.2. Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.) prohibits discrimination on the basis of sex under federally assisted education programs or Activities;

17.1.3. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance;

17.1.4. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance;

17.1.5. The Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.) ("ADA"), including the ADA Amendments Act of 2008 (Public Law 110-325, ("ADAAA"), prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto, as well as public or private entities that provide public transportation.

17.1.6. Any other applicable non-discrimination law(s).

18. DISADVANTAGED BUSINESS ENTERPRISE (DBE) 49 C.F.R. part 26

18.1. For all DOT-assisted contracts, each FTA recipient must include assurances that third party contractors will comply with the DBE program requirements of 49 C.F.R. part 26, when applicable. The following contract clause is required in all DOT-assisted prime and subcontracts:

18.1.1. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

18.1.1.1. Withholding monthly progress payments;
18.1.1.2. Assessing sanctions;
18.1.1.3. Liquidated damages; and/or
18.1.1.4. Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

18.2. Overview

18.2.1. It is the policy of Hernando County and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts. It is also the policy of Hernando County to:

18.2.1.1. Ensure nondiscrimination in the award and administration of DOT-assisted contracts;
18.2.1.2. Create a level playing field on which DBE's can compete fairly for DOT-assisted contracts;
18.2.1.3. Ensure that the DBE program is narrowly tailored in accordance with applicable law;
18.2.1.4. Ensure that only firms that fully meet 49 C.F.R. part 26 eligibility standards are permitted to participate as DBE's;
18.2.1.5. Help remove barriers to the participation of DBEs in DOT assisted contracts;
18.2.1.6. To promote the use of DBEs in all types of federally assisted contracts and procurement activities; and
18.2.1.7. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

18.3. This Contract is subject to 49 C.F.R. part 26. Therefore, the Contractor must satisfy the requirements for DBE participation as set forth herein. These requirements are in addition to all other equal opportunity employment requirements of this Contract. Hernando County shall make all determinations with regard to whether or not a Bidder/Offeror is in compliance with the requirements stated herein. In assessing compliance, Hernando County may consider during its review of the Bidder/Offeror's submission package, the Bidder/Offeror's documented history of non-compliance with DBE requirements on previous contracts with Hernando County.

18.4. Contract Assurance

18.4.1. The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as Hernando County deems appropriate.

15. **DISTRACTED DRIVING - TEXTING WHEN DRIVING:** (Executive Order 13513; DOT Order 3902.10)

15.1. In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the U.S. Treasury Department encourages recipients of federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

15.2. In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding $3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

16. TERMINATION FOR CAUSE AND CONVENIENCE

Applicability. This requirement applies to all FEMA grant and cooperative agreement programs more than $10,000.

16.1. Termination for Convenience (General Provision) (See also 16.2)

Hernando County may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Hernando County to be paid the Contractor. If the Contractor has any property in its possession belonging to Hernando County, the Contractor will account for the same, and dispose of it in the manner Hernando County directs.

16.2. Termination for Default [Breach or Cause] (General Provision) (See also 16.1)

16.2.1. If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, Hernando County may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

16.2.2. If it is later determined by Hernando County that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, Hernando County, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

16.3. Opportunity to Cure (General Provision)

16.3.1. Hernando County in its sole discretion may, in the case of a termination for breach or default, allow the Contractor ten (10) days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

16.3.2. If Contractor fails to remedy to Hernando County's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor of written notice from Hernando County setting forth the nature of said breach or default, Hernando County shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Hernando County from also pursuing all available remedies against Contractor and

its sureties for said breach or default.

16.4. Waiver of Remedies for any Breach
In the event that Hernando County elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by Hernando County shall not limit Hernando County's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

17. **AFFIRMATIVE ACTION**: (41 CFR part 60-4; Executive Order 11246)

17.1. **NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION to ENSURE EQUAL EMPLOYMENT OPPORTUNITY:**

17.1.1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

17.1.2. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

17.1.2.1. **Timetables**
17.1.2.1.1. Goals for minority participation for each trade: 17.1%
17.1.2.1.2. Goals for female participation in each trade: 6.9%

17.1.2.2. These goals are applicable to all of the contractor's construction work (whether or not it is federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

17.1.2.3. The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

17.1.3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within ten (10) working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

17.1.4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is Florida, Hernando County.

18. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

This requirement applies to all FEMA contracts awarded in excess of $100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work.

18.1. Overtime requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

18.2. Violation; liability for unpaid wages; liquidated damages.

In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

18.3. Withholding for unpaid wages and liquidated damages.

Hernando County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

18.4. Subcontracts.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (18.1) through (18.5) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (18.1) through (18.5) of this section.

18.5. Anti-retaliation

It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

18.5.1. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

18.5.2. Filing any complaint, initiating, or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection

under CWHSSA or this part;

18.5.3. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

18.5.4. Informing any other person about their rights under CWHSSA or this part.

18.5.5. The contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of three years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made; and actual wages paid.

18.5.6. Records to be maintained under this provision must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.

19. BYRD ANTI-LOBBYING AMENDMENT

19.1. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

19.2. Clean Air Act

19.2.1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, amended, 42 U.S.C. § 7401 et seq.

19.2.2. The contractor agrees to report each violation to Hernando County and understands and agrees that Hernando County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

19.2.3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

19.3. Federal Water Pollution Control Act

19.3.1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

19.3.2. The contractor agrees to report each violation to Hernando County and understands and agrees that Hernando County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

19.3.3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

21. REMEDIES

Applicability. This requirement applies to all FEMA grant and cooperative agreement programs more than $250,000.

21.1. Any violation or breach of terms of this contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

21.2. Hernando County will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake to avoid termination of the contract. Hernando County reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or Hernando County elects to terminate the contract. Hernando County's notice will identify a specific date by which the Contractor must correct the breach. Hernando County may proceed with termination of the contract if the Contractor fails to correct the breach by the deadline indicated in Hernando County's notice.

21.3. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

==========

DO NOT ADD BELOW

By signing my name below, I certify that I have read the above information. My signature also certifies my understanding and agreement with the above terms and conditions.

Authorized Signature

July 25, 2025
Date

G. Brian Waller
Name (Printed)

HERNANDO CO BOARD OF CO COMMISSIONERS
EXPENDITURE STATUS REPORT

SELECTION CRITERIA: expledgr.key_orgn='40011'
ACCOUNTING PERIOD: 11/25

SORTED BY: FUND,DEPARTMENT,1ST SUBTOTAL,ACCOUNT
TOTALED ON: FUND,DEPARTMENT,1ST SUBTOTAL
PAGE BREAKS ON: FUND,DEPARTMENT

FUND-0011 GENERAL FUND
DEPARTMENT-40011 GEN FUND-DISASTER
1ST SUBTOTAL-530 * OPERATING EXPENSES

ACCOUNT	- - - - - TITLE - - - - -	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/ BUD
5303401	CONTRACTED SERVICES	11,057,816.00	16,788.72	1,520,836.98	9,536,978.10	.92	100.00
5304101	COMM SVC,DEVICES,ACCESSR	6,789.00	2,247.05	.00	9,595.40	-2,806.40	141.34
5304304	UTILITY SRV-TRASH REMOVA	1,289.00	.00	.00	1,289.00	.00	100.00
5304601	REPAIR/MAINT-BLDG & GRD	733,275.00	.00	81,360.13	676,487.57	-24,572.70	103.35
5304923	FEES/COSTS-FILING FEES	4,888.00	.00	.00	4,887.39	.61	99.99
5305101	OFFICE SUPPLIES	467.00	.00	.00	466.88	.12	99.97
5305201	OPERATING SUPPLIES	64,429.00	.00	3,112.00	61,316.27	.73	100.00
5305202	GAS, OIL & LUBRICANTS	128.00	.00	.00	127.69	.31	99.76
5305274	UNCAP EQUIP-TECH	115,181.00	.00	.00	115,180.73	.27	100.00
	TOTAL * OPERATING EXPENSES	11,984,262.00	19,035.77	1,605,309.11	10,406,329.03	-27,376.14	100.23
1ST SUBTOTAL-560 * CAPITAL OUTLAY							
5606401	EQUIPMENT $5,000 OR MORE	.00	.00	57,913.75	.00	-57,913.75	.00
	TOTAL * CAPITAL OUTLAY	.00	.00	57,913.75	.00	-57,913.75	.00
1ST SUBTOTAL-591 *TRANSFERS TO OTHER FUNDS							
5944810	TRNSF-DISASTER DEBRIS	6,982,663.00	.00	.00	.00	6,982,663.00	.00
	TOTAL *TRANSFERS TO OTHER FUN	6,982,663.00	.00	.00	.00	6,982,663.00	.00
	TOTAL GEN FUND-DISASTER	18,966,925.00	19,035.77	1,663,222.86	10,406,329.03	6,897,373.11	63.63
	TOTAL GENERAL FUND	18,966,925.00	19,035.77	1,663,222.86	10,406,329.03	6,897,373.11	63.63
TOTAL REPORT		18,966,925.00	19,035.77	1,663,222.86	10,406,329.03	6,897,373.11	63.63

SELECTION CRITERIA: expledgr.key_orgn='05981'
ACCOUNTING PERIOD: 11/25

SORTED BY: FUND,DEPARTMENT,1ST SUBTOTAL,ACCOUNT
TOTALED ON: FUND,DEPARTMENT,1ST SUBTOTAL
PAGE BREAKS ON: FUND,DEPARTMENT

FUND-0011 GENERAL FUND
DEPARTMENT-05981 CONTINGENCIES RESERVE
1ST SUBTOTAL-590 * NON-OPERATING EXPENSES

ACCOUNT	- - - - - TITLE - - - - -	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/ BUD
5909910	BUDGET RES FOR CONTINGNC	910,986.00	.00	.00	.00	910,986.00	.00
5909981	BUDGET RES-STABILIZATION	3,701,354.00	.00	.00	.00	3,701,354.00	.00
5909999	BUDG RES/CASH FORWARD	23,400,084.00	.00	.00	.00	23,400,084.00	.00
	TOTAL * NON-OPERATING EXPENSE	28,012,424.00	.00	.00	.00	28,012,424.00	.00
	TOTAL CONTINGENCIES RESERVE	28,012,424.00	.00	.00	.00	28,012,424.00	.00
	TOTAL GENERAL FUND	28,012,424.00	.00	.00	.00	28,012,424.00	.00
TOTAL REPORT		28,012,424.00	.00	.00	.00	28,012,424.00	.00

Board of County Commissioners

AGENDA ITEM

Meeting: 09/09/2025
Department: Business Development
Prepared By: Casey Stepp
Initiator: Valerie Pianta
DOC ID: 16270
Legal Request Number:
Bid/Contract Number:

TITLE

Submittal of Application to Federal Economic Development Administration for FY 2025 Disaster Supplemental Grant for Critical Infrastructure Construction Runway Conversion Project at Brooksville-Tampa Bay Regional Airport

BRIEF OVERVIEW

The U.S. Economic Development Administration (EDA) released the Disaster Supplemental grant in June 2025.

This funding opportunity allows communities and regions to implement long-term economic recovery strategies through a variety of construction projects in areas where a Presidential declaration of major disaster was issued in calendar years 2023 and 2024. During this time, Hernando County had declarations for Hurricanes Idalia, Debby, Milton and Helene.

Hernando County Economic Development is requesting funding for a standalone construction project to improve the economic trajectories beyond pre-disaster economic conditions. The requested funding would allow Brooksville-Tampa Bay Regional Airport (BKV) to resurface 4,480 linear feet of a decommissioned taxiway and extend water/sewer infrastructure enabling industrial growth across 195 acres infield and 228 acres of adjacent designated land.

Two industry companies have committed to expansion or new facilities with the project:

Pem-Air Turbine Engine Services, LLC in the amount of $65,000,000 with an estimated 50 created jobs through an expansion of their onsite facilities.

Judah 1, Inc., in the amount of $5,000,000 - $8,000,000 with an estimated 15-20 created jobs through the addition of an onsite facility.

The Tampa Bay Regional Planning Council (TBRPC) analyzed the economic impact of rehabilitating the deactivated runway and constructing supporting infield infrastructure with their Impact Analysis for Planning (IMPLAN) model for the Tampa Bay Region. The analysis is attached.

The total project cost is $17,000,000, with $13,600,000 in EDA Disaster Supplemental Grant funds, Florida Department of Transportation Aviation Grant Program funding of $1,800,000 and County match of $1,600,000. The EDA Disaster Supplemental Grant is funded at 80%/20% Federal/County cost share, and the County is partially using the Florida Department of Transportation (FDOT) funds to assist with the County match.

Applications are accepted on a rolling basis until funds are expended.

FINANCIAL IMPACT

Funding from FDOT available in:

Fund: 4311 - Airport/Industrial Park, **Department: 34299** - AP-Runway Conversion, **Account: 5666537** - CIP-AP Dsgn/Cnstr Txwys for $1,800,000.

The remainder of the match in the amount of $1,600,000 is budgeted in the FY26 budget in the following account:

Fund: 0011 - General Fund, **Department: 01551** - Economic Incentive, **Account: 5909985** - Budget Res-Ded Ind Dev for $1,600,000.

LEGAL NOTE
The Board is authorized to act on this matter pursuant to Chapter 125, Florida Statutes.

RECOMMENDATION
It is recommended that the Board approve the application to EDA for the Disaster Supplemental Grant Program and authorize the Chairman's signature on the attached letter signifying the County's intent to provide the required match with award.

REVIEW PROCESS

Christine Schmidt	Approved	08/28/2025 2:07 PM
Valerie Pianta	Approved	08/28/2025 2:13 PM
Amelia Gebala	Delegated	08/28/2025 2:42 PM
Jodi Florio	Approved	08/29/2025 9:14 AM
Erin Briggs	Approved	08/29/2025 10:12 AM
Albert Bertram	Approved	08/29/2025 11:00 AM
Carla Rossiter-Smith	Approved	09/02/2025 1:11 PM
Pamela Hare	Approved	09/03/2025 2:13 PM
Jon Jouben	Approved	09/03/2025 3:40 PM
Heidi Prouse	Approved	09/03/2025 5:54 PM
Toni Brady	Approved	09/03/2025 7:52 PM
Jeffrey Rogers	Approved	09/03/2025 9:49 PM
Colleen Conko	Approved	09/04/2025 8:18 AM

RESULT: **ADOPTED**
MOVER: John Allocco
SECONDER: Ryan Amsler
AYES: Hawkins, Campbell, Allocco, Amsler and Champion

EDA FY 25 Disaster Supplemental Grant

Table of Contents

ED-900 General Application for EDA Programs	Page 2
SF – 424	Page 34
Disclosure of Lobbying Activities	Page 37
FEMA Disaster Declarations	Page 38
Budget Narrative	Page 42
Budget	Page 43
FDOT Grant Match Documentation	Page 44
Assurances Construction Programs	Page 66
ED-900C	Page 68
Preliminary Engineer's Report	Page 77
Letters of Support	Page 85
Environmental Narrative Requirements	Page 95
Flood Map	Page 110
Infield Development Plan	Page 111
Tampa Bay Regional Planning Council – Economic Impact Analysis	Page 112

OMB Number: 0610-0094
Expiration Date: 10/31/2024

ED-900 – General Application for EDA Programs

This form is required for application to EDA grant programs, consistent with the requirements outlined in each program Notice of Funding Opportunity (NOFO). **Applicants are strongly encouraged to clearly and concisely respond to each answer in the space provided. Applicants should not provide additional documents or narratives without prior written approval from EDA.**

A. Applicant Information

A.1. Please identify all applicants for this project.

The Lead Applicant is the party who is responsible for handling disbursements of funds and reporting to EDA.

Please note: Active registration with the System for Award Management (SAM) is required of all EDA applicants and awardees at www.SAM.gov. Please list the relevant Commercial and Government Entity CAGE Code and SAM expiration data for all applicants and co-applicants (if any) in the table below.

	Name	SAM.gov CAGE Code	SAM.gov Registration Expiration Date	Fiscal Year End Date (mm/dd)
Lead Applicant	Hernando County		01/10/2026	09/30
Co-Applicant 1				
Co-Applicant 2				
Co-Applicant 3				
Co-Applicant 4				
Co-Applicant 5				

Agency Disclosure Notice: *This information collection is authorized by OMB control #0610-0094. Public reporting burden for this collection of information is estimated to average 17.1 hours per response for non-construction projects and 43 hours per response for construction projects, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to U.S. Department of Commerce, Economic Development Administration at jknott@eda.gov. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.*

B. Scope of Work

B.1. Describe the scope of work for the proposed EDA investment, including a list of project tasks to be undertaken.

List the specific tasks/activities that will be undertaken as a result of this investment.

Applicants for construction assistance should also include a statement of project components, including whether the proposed project involves the construction of a new facility (or facilities) or the expansion, renovation, or replacement of an existing facility or facilities. Applicants should also describe the proposed project components in terms of dimensions, capacities, quantities, square footage, etc. and should verify the description aligns with the engineering description provided in the preliminary engineering report, the environmental narrative, and other application materials.

Applicants for Partnership Planning Assistance should provide a narrative on the economic development activities that will be undertaken, which must include managing and maintaining the Comprehensive Economic Development Strategy (CEDS) process.

Applicants for Short Term Planning Assistance or Local Technical Assistance should provide a narrative explaining how the proposed scope of work will enhance economic development planning capacity of the identified region. Applicants should include information regarding any relationship or collaboration with other public and private entities, and should explain how the strategy will expand the capacity of public officials and economic development organizations to work effectively with employers and enable the region to plan and coordinate the use of available resources to support economic recovery and the development of a regional economy and/or develop innovative approaches to economic revitalization in the region.

Applicants for State Planning Assistance should provide a narrative outlining the proposed scope of work for the project, including the relationship to any existing CEDS or similar planning processes, and the goals and objectives of the proposed project.

Applicants for a Revolving Loan Fund (RLF) should clearly define the service area of the proposed Revolving Loan Fund, the types and size of loans anticipated to be made under the RLF and the focus area of the RLF (if any). Applicants should describe how the RLF will be designed to make loans to businesses that cannot otherwise obtain traditional bank financing. Applicants should describe what (if any) technical assistance will be provided for loan applicants/borrowers and explain how quickly grant funds are expected to be deployed (i.e. lent) to potential borrowers.

The Hernando County Board of County Commissioners (BOCC), the governing body that owns and manages the Brooksville…Tampa Bay Regional Airport (BKV), is advancing a strategic infrastructure project to support the airport's continued growth and economic development. The BOCC, composed of five commissioners representing districts within Hernando County, recognizes BKV as a critical regional asset and a driver of long-term prosperity. Located approximately six miles southwest of the City of Brooksville, BKV spans approximately 2,403 acres, which includes approximately 1,000 acres available for development, positioning it as a powerful economic engine for the region.

The National Plan of Integrated Airport Systems (NPIAS) categorized BKV as a General Aviation airport with a National Role. Airports in this category are essential to connecting communities to statewide and interstate markets and typically experience high levels of activity, including operations involving jets and multi-engine aircraft. BKV is also home to the Florida Army National Guard Army Aviation Support Facility #2. According to both the Federal Aviation Administration (FAA) and the most recent update of the Continuing Florida Aviation System Planning Process (CFASPP), BKV is ideally suited to support a variety of aviation-related functions such as recreational/sport aviation, tourism, flight training, corporate and business travel, and air cargo operations. The airport's strategic location„within 60 nautical miles of several major commercial service airports, including Tampa International (TPA), St. Pete…Clearwater International (PIE), Orlando International (MCO), and Sarasota…Bradenton International (SRQ)„further amplifies its importance as a regional aviation and economic hub.

The proposed project at BKV focuses on the rehabilitation of an existing, abandoned runway„measuring 4,480 linear feet„to be repurposed as a new taxiway. Nearly half of this length is located within the airport's infield area, a prime site for future aeronautical development. The taxiway resurfacing will significantly enhance airside infrastructure while unlocking more than 195 acres of service-ready aviation sites with the addition of essential water and sewer utilities. This project also unlocks a 228-acre site, on the southwest side of the proposed taxiway, which is a designated Duke Energy Readiness site. This project will accommodate larger facilities for aircraft services, repair and storage, as well as support related manufacturing enterprises.

This infield area is particularly attractive to target industries such as aerospace Maintenance, Repair, and Operations (MRO) facilities. The availability of improved infrastructure in this space creates an ideal environment for aviation-related business expansion. By opening up the property adjacent to the new taxiway with infrastructure-ready sites, BKV will be better positioned to attract new investment, support increased aviation activity, improve operational safety, and drive regional economic diversification. Overall, this project supports long-term strategic goals by fostering job creation, increasing the airport's capacity, and promoting sustainable economic growth in Hernando County and the broader Tampa Bay area.

B.2. Describe the specific deliverables/outcomes that the project will produce and the primary beneficiaries or audience of those deliverables. Please note that deliverables are defined as the specific outcomes that will come from the project and differ from information on project tasks/activities requested in B.1. Project tasks/activities requested in B.1 should be reported as process steps that will be achieved to reach the final project while deliverables/outcomes detailed in B.2 are the final product produced.

Rehabilitated 4,480-foot Taxiway - An existing, abandoned runway will be resurfaced and repurposed into a fully functional taxiway to FAA safety standards to support the increased aviation operations demands of the facility. Nearly half of the taxiway will traverse the airport's infield, unlocking access to previously underutilized areas.
Installation of Water and Sewer Utilities - Water and sewer infrastructure will be extended to serve the infield area, enabling development of service-ready industrial and aviation parcels.
Creation of Over 195 Acres of Service-Ready Aerospace/Aviation Sites - The project will prepare more than 195 acres within BKV for immediate development by aviation and aerospace-related industries. These parcels will be ideal for large-scale facilities such as aircraft maintenance, repair, and overhaul (MRO), aircraft storage, parts manufacturing, and logistics; approximately 228 acres of nonaviation space.
Increased Aviation Capacity and Operational Safety - The new taxiway will improve aircraft movement efficiency and enhance overall airport safety by providing an alternative route for taxiing aircraft.
Economic Growth and Job Creation - By supporting the attraction of new businesses and industries, the project will contribute to long-term economic diversification and the creation of high-quality jobs in Hernando County. The combination of the aviation and nonaviation sites potential lease profit is nearly $5 million annually. Funds that are retained by BKV for airport related activities and future growth and development.
Primary Beneficiaries
Local and Regional Economy - The increase in commercial activity at BKV will generate indirect economic benefits for local businesses, service providers and the broader community.
Hernando County and Regional Workforce - The project is expected to attract private investment and generate skilled employment opportunities in aviation-related sectors.
Brooksville...Tampa Bay Regional Airport (BKV) - BKV will benefit from enhanced airfield capacity, operational flexibility, and improved attractiveness to prospective tenants and users.
Aviation and Aerospace Industry - Companies seeking to expand or relocate MRO operations, aircraft services, logistics hubs, or aerospace manufacturing will benefit directly from the improved infrastructure.
Pem Air, is an MRO with existing operations at BKV with plans to expand operations to include a test cell and new hangar on the infield of the airport. This project has a projected capital investment of $65,000,000 and job creation of 15 jobs within 2-3 years. These jobs will pay average wages more than the prevailing average wage.
Judah ... 1, is a recruitment project with plans to establish an aviation hub, to include at least 250,000 square feet of aviation related facilities, including a maintenance center, a parts and supplies warehouse, administrative offices, and multiple hangar units along the southern part of the former runway and establish a Part 61 flight school. The project will create 15 ... 20 skilled, full-time position supporting both regional job growth and long-term industry sustainability.
Flight Schools, Corporate Operators, and General Aviation Users - Improved taxiway access and infrastructure will enhance the user experience and support increased aviation activity at the airport.

B.3. Identify the proposed time schedule for the project, including specific project milestones.

The total estimated project duration is 36 months, encompassing all phases from initial approvals through construction and utility installation. The key project milestones and their approximate timelines are as follows:
Board Approval & Bidding Process (Months 1...3): Preparation and submission of project proposals for review. Securing formal approval from the governing board or relevant authority. Initiation and completion of the bidding process to select qualified contractors.
Contract Award & Procurement (Months 3...12): Awarding of contracts to selected vendors and construction firms. Procurement of necessary materials, equipment, and services.
Permitting & Regulatory Approvals (Months 9...24): Completion of the Southwest Florida Water Management District (SWFWMD) permitting process.
Acquisition of all required local, state, and environmental permits to proceed with construction.
Construction Phase (Months 12...34): Groundbreaking and site preparation. Major infrastructure development, including foundations, structures, and roads.
Installation of utilities (water, sewer, electric, etc.).
Final Inspections and Project Closeout (Months 34...36): Final inspections by regulatory agencies and project managers. Resolution of punch list items.
Handover and operational readiness.
This timeline allows flexibility to accommodate potential delays related to permitting, weather, or procurement, while ensuring critical milestones are completed in a logical and efficient sequence.

B.4. Describe how the proposed project aligns with one or more of EDA's investment priorities. Current EDA investment priorities are available at **https://www.eda.gov/about/investment-priorities/**. Applicants must identify all relevant investment priorities with which the project aligns with and describe how the project advances each relevant priority (ies).

Economic Recovery and Resilience
This project enhances BKV's ability to withstand and recover from both economic disruptions and natural disasters, meeting the core goal of the EDA's Recovery and Resilience priority.
Rehabilitating an abandoned 4,480 linear foot runway into a taxiway and extending utilities supports economic diversification by enabling infield development, which will attract aerospace, MRO, and aviation-related businesses. The project improves regional economic resilience by reducing dependence on limited industries and supporting new revenue streams through expanded aviation and logistics activities.
Infrastructure upgrades,„such as durable asphalt overlays, improved drainage, and utility systems,„protect against weather events (e.g., hurricanes and flooding), minimize operational downtime, and ensure continuity during crises. The project explicitly includes compliance with FAA and local standards, reducing long-term recovery costs and enhancing the airport's economic viability.
Critical Infrastructure - The project significantly modernizes and expands core public infrastructure to support economic growth.
Resurfacing the taxiway and installing water and sewer utilities will enable approximately 423 acres of service-ready sites, supporting commercial, industrial, and aviation development. Infrastructure improvements,„including drainage systems, utility crossings, and lighting,„will enhance airport safety, operational efficiency, and compliance with FAA regulations. These upgrades strengthen BKV's role as a regional transportation hub and reflect the importance of BKV for the airport system and the regions fast growth creating the foundation for future aviation-related investment.
Workforce Development - This project will foster workforce training and create long-term employment opportunities in high-skill sectors.
In partnership with CareerSource Pasco Hernando, Wilton Simpson Technical College, and the Hernando School District, the project will support local hiring, training, and upskilling efforts to meet workforce needs in aviation, aerospace, and logistics. By attracting new aviation-related industries, the project will generate sustainable workforce programs, high-wage job opportunities and diversify the region's employment base beyond tourism and agriculture.
Innovation and Entrepreneurship - The project supports innovation by enabling infrastructure that facilitates emerging aviation and aerospace business models. With utilities extended to the infield, the airport can accommodate modern aviation ventures such as drone operations, advanced air mobility companies, aerospace R&D, and logistics startups. BKV's collaboration with educational and entrepreneurial institutions will encourage the development of new aviation technologies and business models, fostering an innovative ecosystem at the airport.
Manufacturing - The project directly supports the EDA's manufacturing priority by opening land and infrastructure to facilitate production-related industries. The newly accessible infield area will support aircraft component manufacturing, MRO operations, and logistics that serve the broader aerospace supply chain.
The project complements the Airport Technology Center, which includes additional acreage available for manufacturing expansion, further strengthening the county's industrial capacity.
The BKV Taxiway and Utilities Project directly aligns with and advances several of EDA's investment priorities, particularly Economic Recovery and Resilience, Critical Infrastructure, and Manufacturing. By enabling infrastructure development that supports aviation, manufacturing, innovation, and workforce expansion, the project enhances economic sustainability, regional competitiveness, and long-term resilience,„positioning Hernando County as a growing hub in Florida's aviation and aerospace sector.

C. Project Region

C.1. Project Location

Project location is the physical location where the project work occurs. Project location information helps EDA conduct application reviews and map projects. Providing complete and accurate information is important to the application review process. For revolving loan funds (RLF), the project location is the RLF lending area.

C.1.a. For construction projects, identify the physical location of construction. Include as much geographical information as possible including street address (or close approximation), census tract(s), county(ies), and state(s). If more than one census tract applies, please identify all census tracts where the project will be located**.**

Example 1 (single location project such as a Water Tower, workforce training center or incubator): 1234 Daisy St., Census Tract: 53123456789, County: Adams County, State: WA

Example 2 (multi location project that does not have a defined address, such as a water or sewer line or access road): Pump at Intersection of Hwy 70 and Route 24, 500 linear feet of sewer at Mockingbird Lane, Census Tract: 53123456789, 53123456790, 53123456791, State: WA

15800 Flight Path Drive, Brooksville, Florida, 34604-6823, Census Tract: 12053041003, Hernando County

C.1.b. For planning, technical assistance, revolving loan funds or other non-construction projects, identify the primary location(s) where the work will be conducted. Include as much geographical information as possible including census tract(s), county(ies), and state(s). If more than one census tract applies, please identify all census tracts where the project will be located. If all census tracts in a county apply, include "All Census Tracts" after the county name. For Revolving Loan Fund applications, please describe the proposed geographic lending area.

Example 1 (single location project such as feasibility study or economic impact study where the project location is the location where analysis is being performed): 1234 Daisy St., Census Tract: 53123456789, County: Adams County, State: WA

Example 2 (multi-location project such as a Partnership Planning grant, regional resilience project, or other regional project): County Robeson (All Census Tracts), Bladen (All Census Tracts), Columbus (all Census tracts), state NC

Example 3 (multi location project that is a statewide project): State of NC (All counties and Census Tracts)

C.2. Estimated Area of Impact

The estimated area of impact for your project is the area expected to benefit directly from the proposed EDA project. For construction projects, area of impact could include the commuting shed where potential employees may reside. For non-construction projects the area of impact could include the geographic scope where the work will occur and where the output of the work will be utilized. Defining the area of impact helps EDA to assess the economic benefits of projects and the merits of applications. Providing complete and accurate information is critical to the application review process.

List all census tracts, counties, and state where the project benefit will occur. If all census tracts in a county apply, include “All Census Tracts” after the county name.

Example 1 (single location project such as feasibility study or economic impact study where the project location is the location where analysis is being performed but the impact is two counties that serve as the commuting area and economic engine for the location of the project): 1234 Daisy St., Census Tract:, County: Benton and Grant County, State: WA

Example 2 (multi-location project such as a Partnership Planning grant, regional resilience project, or other regional project): project performed by entity located in Raleigh, NC for statewide project: State of NC (All counties and Census Tracts)

Example 3 (a multi-location project could cross state boundaries): State of WA (All counties and Census Tracts), Nez Perce County (Idaho), and Multnomah County (Oregon).

Hernando County, Florida, Hernando County(All Census Tracts)

D. Economic Development Needs

D.1. Current Economic Conditions - Area of Impact. Briefly describe the economic conditions of the estimated area of impact with a focus on available data describing the level of distress, if applicable. This should also include a concise overview of the economic development needs, area's workforce, industry clusters, main economic drivers, challenges, and assets. Describe the economic adjustment problems or economic dislocations the area is experiencing (or is likely to experience in the next 24 months). Relevant data may be drawn from the regional CEDS, **https://eda.gov/resources/tools/**, as well as other sources. You'll be asked to provide more details about this in Section H. For revolving loan fund applications, please include information on borrowers and industry sectors that the loan fund is anticipated to target.

Hernando County, located within Florida's Nature Coast and part of the Tampa Bay region, has historically faced elevated levels of economic distress relative to state and national averages. As of the most recent data:
Unemployment Rate: As of Q2 2025, Hernando County's unemployment rate stands at approximately 4.8%, above Florida's statewide average of 3.5%.
Per Capita Income: The county's per capita income remains significantly below the national average, reflecting limited access to high-wage employment opportunities.
Poverty Rate: The county's poverty rate is 13.6%, also above the state average, with certain communities experiencing even higher levels of household economic insecurity.
According to a 2024 study by the Tampa Bay Regional Planning Council (TBRPC) The county has a low jobs-to-employed-residents ratio (JER) of 0.79, indicating insufficient local job opportunities, which leads to out-commuting and strains the local economy.
The TBRPC Study also indicates that the County has limited industrial land supply, with only 516 acres of vacant industrial parcels available.
These indicators reflect a continued need for economic diversification, improved access to quality employment, and investment in infrastructure to support business growth.
Workforce, Industry Clusters, and Economic Drivers
Hernando County's workforce is primarily concentrated in sectors such as retail, healthcare, education, and construction. However, the area lacks a strong base of high-skill, high-wage industries. Many residents commute to neighboring counties for employment, signaling a local job gap and underutilization of the workforce.
Key economic drivers in the region include:
Logistics and Transportation (due to proximity to I-75 and US-41)
Light Manufacturing and Distribution
Healthcare Services
Construction and Trades
Agriculture and Tourism (seasonal and low-wage sectors)
The 2024 TBRPC Study showed Hernando County's economy is currently dominated by lower-wage sectors like retail and food services. Without strategic investment in industrial infrastructure, low-wage sectors may outpace high-wage industry growth, undermining economic resilience.
The region is actively working to expand into aviation, aerospace, and advanced manufacturing, with the Brooksville...Tampa Bay Regional Airport (BKV) serving as a cornerstone for this transition.
Challenges and Economic Dislocations
Key challenges include:
Limited Infrastructure for Industrial Growth: The lack of service-ready sites (e.g., utilities, taxiways) restricts the county's ability to attract aviation and aerospace firms.
Underemployment and Skills Gaps: A mismatch exists between available jobs and the local workforce's qualifications, especially in advanced sectors.
Vulnerability to Economic Shocks: The local economy remains vulnerable to downturns in tourism, construction, and retail„sectors historically affected by market fluctuations and natural disasters.
Natural Disaster Exposure: Hernando County is in a hurricane-prone

region, with repeated storm events posing risks to infrastructure, business continuity, and job stability.

Without proactive investment in diversified infrastructure and workforce development, the area risks economic stagnation, rising out-commuting, and missed opportunities for industry relocation or expansion.

Assets and Opportunities

Despite these challenges, Hernando County possesses several strategic assets:

Brooksville...Tampa Bay Regional Airport (BKV): A 2,403-acre airport with423 acres available for development, ideally positioned for aerospace, MRO, and aviation logistics.

Proximity to Major Markets: Located within 60 nautical miles of four major commercial airports and near I-75 and the Suncoast Parkway.

Educational Partners: Institutions such as Wilton Simpson Technical College and Pasco Hernando State College are aligned with regional workforce goals.

Available Land: Significant developable acreage exists within the airport and adjacent industrial areas, which can be quickly activated with the right infrastructure investments.

The proposed infrastructure project at BKV directly addresses Hernando County's most pressing economic development needs: industry diversification, workforce activation, infrastructure modernization, and long-term resilience. By enabling aviation and aerospace development, the project positions the region to reduce economic distress, absorb future economic shocks, and build a more balanced, sustainable economy over the next 24 months and beyond.

D.2. Explain how the proposed EDA investment addresses the economic development needs identified in D.1. For revolving loan fund projects, please explain the need for capital in the area.

The proposed EDA investment directly aligns with and addresses Hernando County's top economic development priority: extending critical infrastructure„water, sewer, roads, and broadband„to designated industrial zones, particularly around the Brooksville-Tampa Bay Regional Airport (BKV). This region has been strategically identified for growth in aviation, logistics, manufacturing, and space-economy sectors, but currently lacks the infrastructure capacity to support new or expanding businesses in these industries. The EDA investment will fund the installation and extension of utility services and transportation access, removing a key barrier to development and enabling the County to:

Attract and Retain High-Value Industries: By providing essential infrastructure, the project will make the area surrounding BKV more competitive and attractive to aviation, aerospace, and logistics firms seeking to locate near an airport with multimodal capabilities.

Create Job Opportunities and Workforce Growth: Infrastructure improvements will accelerate private-sector investment, leading to the creation of high-skill, high-wage jobs in targeted sectors. This supports long-term employment growth and helps diversify the regional economy.

Promote Equitable Economic Development: Improved broadband and utility access will ensure that surrounding communities, including underserved or rural populations, can benefit from enhanced connectivity and employment opportunities generated by industrial expansion.

Leverage Existing Assets and Encourage Cluster Development: The project builds on the existing asset of BKV and complements ongoing efforts to develop a cohesive industrial cluster in the area. It aligns with regional plans and land-use strategies focused on sustainable growth.

The 2024 TBRPC Study indicates that Hernando County must generate approximately 34,436 new jobs by 2050 to achieve a balanced jobs-to-employed-residents ratio (JER) of 1.0.

A portion of these jobs„10% or more, should be tied to target industries such as manufacturing, aviation, and logistics, which require infrastructure-ready industrial land.

In summary, the proposed EDA investment is a catalytic infrastructure project that addresses the most pressing economic development need in Hernando County, unlocking the potential of key industrial zones and laying the foundation for long-term economic resilience and prosperity

D.3. Does the project align with the regional Comprehensive Economic Development Strategy (CEDS)? Except for grants to fund developing, updating or refining a CEDS as described in 13 C.F.R. § 303.7, the project must be consistent with the CEDS for the area in which the project will be located, unless EDA approves an alternative strategy. Information on the CEDS can be obtained at **http://www.statsamerica.org/ceds/Default.aspx**.

☑ Yes If Yes, what is the CEDS your project aligns with?

The Tampa Bay Regional Planning Council.

☐ No If No, then please attach an alternate strategic planning document with which the project aligns:

Add Attachment | Delete Attachment | View Attachment

☐ N/A – Not Applicable

D.4. How does the proposed project align with the regional CEDS (and for revolving loan fund projects, how does the proposed project align with the applicable RLF Plan)? Applicants should identify the specific CEDS strategy(s) that the project helps advance and explain how the project supports the identified goal(s).

This project most directly supports CEDS Goal 1 ('To support the development of a diversified economy by including international trade, which assist in the retention, expansion, and attraction of businesses'), CEDS Goal 2 ('To support programs and strategies including international trade, which assist in the retention, expansion and attraction of businesses'), CEDS Goal 6 ('To ensure that there is a superior network of public infrastructure with supportive land use regulations to maintain the region as a competitive location for targeted industries and to provide for public safety and homeland security'), and CEDS Goal 12 ('To promote regional perspective on multi-modal transportation systems for people, goods and services that includes transit, highway, seaport, airport, rail, broadband and multi-use trail planning and development').

D.5. Attach a letter from the organization responsible for the CEDS indicating how the proposed project aligns with the CEDS. If the estimated impact area is not covered by a CEDS, attach a letter of support from the organization responsible for the alternative planning document.

TBRPC - Letter.pdf | Add Attachment | Delete Attachment | View Attachment

E. Economic Impact of the Project

E.1. Provide a clear and compelling justification for the long-term potential economic impact of the proposed project, through anticipated job creation or retention, private investment leveraging, number of businesses or collaborations supported, or other appropriate measures. All job and private investment estimates should reflect the anticipated impact within nine years of the potential EDA investment and applicants should provide documentation or third-party data to substantiate claims.

For RLF applications, applicants should clearly define lending and technical assistance (if applicable) impacts expected, including targeted borrowers and industry sectors, and should describe the applicant's plan for ensuring sustainability of RLF lending into perpetuity, including information on other lending programs that may be leveraged to subsidize operational costs through economies of scale and loan pricing, and other relevant factors.

The proposed rehabilitation of the abandoned runway into a fully functional taxiway, combined with the installation of water and sewer utilities to the airport's infield, is poised to catalyze significant, sustainable economic growth in Hernando County and the broader Tampa Bay region. This investment will unlock approximately 423 acres of service-ready industrial and aviation land, creating a foundation for new and expanded business operations across multiple high-growth sectors including aerospace, aviation maintenance, advanced manufacturing, and logistics.

Anticipated Job Creation and Retention

Estimated Job Growth: Based on regional aerospace industry benchmarks and comparable airport development projects, it is projected that the enhanced infrastructure will directly support the creation and retention of approximately 1,200 to 1,500 new full-time jobs within nine years. These jobs will span skilled trades, technical services, manufacturing, aviation operations, and administrative roles.

Workforce Development Alignment: Partnerships with local educational institutions (Wilton Simpson Technical College, Pasco Hernando State College) will ensure that the new workforce demand is met with targeted training programs, enhancing employment readiness and retention.

Private Investment Leveraging

The project is expected to attract private capital investments exceeding $150 million within nine years, driven by the availability of utility-serviced, developable land adjacent to the airport's taxiway infrastructure.

These investments will come from aerospace maintenance, repair and overhaul (MRO) firms, aircraft storage and logistics operators, and manufacturers expanding or relocating their operations to Hernando County.

Enhanced infrastructure reduces development costs and risks for private businesses, thereby accelerating investment timelines.

Business and Industry Growth

The project will support the establishment and expansion of 15 to 20 aviation and aerospace-related businesses over the next decade, including new ventures in drone technology, advanced air mobility, and aerospace manufacturing.

By improving airport capacity and infrastructure, the project strengthens BKV's competitiveness relative to other regional airports, encouraging collaboration among industry stakeholders and attracting regional, national, and international firms.

Broader Economic Impacts

The increase in aviation activity, coupled with new business establishments, is expected to generate substantial indirect job growth in related sectors such as hospitality, retail, transportation, and professional services.

Increased tax revenues and economic output will provide sustainable fiscal benefits to Hernando County, enabling further public investment in community services and infrastructure.

Supporting Data and Benchmarks

Estimates are based on economic impact studies from similar FAA-funded airport infrastructure projects and regional economic development reports.

The EDA's Public Works and Economic Adjustment Assistance program guidelines and aviation industry labor multipliers substantiate job creation and investment projections.

Local labor market data and supply chain assessments confirm demand for expanded aerospace and logistics operations consistent with the project scope.

By transforming underutilized airport infrastructure into a catalyst for aerospace and aviation sector growth, the BKV taxiway and utilities project will deliver measurable long-term economic benefits„including thousands of quality jobs, hundreds of millions in private investment, and a diversified, resilient regional economy„well within the nine-year investment impact horizon.

E.2. Does the proposed project have one or more committed beneficiaries? A committed beneficiary is defined as a specific business that is expected to create or retain jobs and/or invest private funds as a result of the proposed project.

- [x] Yes
- [ ] No, Go to E.5

E.3. Beneficiaries of the project

If applicants have identified specific private sector employers that are expected to create and/or save jobs as a result of the project, applicants should list those beneficiaries in the table provided below.

All job and private investment estimates should reflect the anticipated impact within nine years of the potential EDA investment. Jobs should be reported as full-time equivalents (FTEs) and should be attributable to the proposed EDA investment. Private investment reflects the amount of funds expected to be invested in the business as a result of the project.

Applicants should identify the North American Industry Classification System (NAICS) code for the major industry category of the beneficiary company (see https://www.census.gov/naics/ for a searchable list).

Form ED-900B must be completed and signed by an authorized representative of each beneficiary that expects to create and/or save 15 or more jobs as a result of the project.

Beneficiary Name	NAICS Code	Main product or service produced by beneficiary	Estimated Jobs Created	Estimated Jobs Retained	Estimated Private Investment
Judah1, Inc.	481212	delivering hundreds o	20	20	$8,000,000.00
Pem-Air Turbine Engine Services, LLC	488190	FAA and EASA certifi	50	0	$65,000,000.00
Total			70	20	$73,000,000.00

E.4. Do all "Other Parties" (as listed in question E.3.), i.e., businesses that estimate they will create and/or save 15 or more jobs as a result of the EDA project, understand and agree to comply with all applicable civil rights requirements listed in 13 C.F.R. § 302.20, including the requirement to provide signed assurances of compliance (Form ED-900B)?

☐ Not Applicable (No Other Parties Identified) ■ Yes ☐ No (explain below)

E.5. Please identify the total estimated jobs expected to be created and retained and the amount of private investment expected to be generated by this project. If your project is not expected to generate/retain jobs or attract private investment please enter 0 for each category in the table below.

Estimated Jobs Created	Estimated Jobs Retained	Estimated Private Investment
35	0	$73,000,000.00

E.6. Please identify the source(s) of the jobs and private investment estimates provided above in E.5 (check as many as apply):

- ■ Signed Beneficiary forms (Form ED-900B)
- ☐ Letters from Beneficiaries of the Project
- ☐ Input/Output Model (e.g. IMPLAN, REMI)
- ☐ Other Method (specify below)

F. Capacity and Administration

F.1. List and describe the strategic partners and organizations that will be engaged in this project

Describe any third-party organizations, including governmental agencies, that will be directly engaged in supporting the proposed project, and explain how each partner will be engaged in the project.

For revolving loan fund applications, please include any RLF supporting partners, such as banks, other economic development lenders, and business support entities that will be engaged in supporting the RLF.

The success of the Brooksville ... Tampa Bay Regional Airport Critical Infrastructure Construction Project depends on the active engagement of multiple strategic partners across local government, education, workforce development, and economic development sectors. These organizations bring complementary expertise, resources, and community alignment to support project implementation and long-term impact.

Hernando County Board of County Commissioners (BOCC) - Project Sponsor and Lead Administrator
As the owner and governing authority of Brooksville...Tampa Bay Regional Airport, the BOCC will oversee project execution, procurement, and compliance with all federal and local regulations. The BOCC will also coordinate permitting and environmental review processes.

Brooksville...Tampa Bay Regional Airport (BKV) Management: Technical Oversight and Operational Integration
Airport management will support the project through technical guidance related to FAA standards, airport layout plans (ALP), and long-term operational integration of the new taxiway and utility systems. They will ensure compatibility with airfield operations and future expansion planning.

Hernando County Office of Economic Development. Industry Recruitment and Business Development
This office is leading efforts to attract aerospace, MRO, and manufacturing companies to the infield area that will be opened by the infrastructure improvements. They are actively working with site selectors and committed businesses to leverage the upgraded infrastructure and will assist with private investment coordination.

Florida Department of Transportation (FDOT). Planning and Funding Alignment
FDOT will support project coordination with state transportation infrastructure planning and funding programs, ensuring the taxiway and related improvements align with state aviation and economic development priorities.

Federal Aviation Administration (FAA). Regulatory Compliance and Aviation Standards
The FAA will review and approve changes to the airport layout plan (ALP), ensure compliance with federal aviation regulations, and provide technical oversight related to taxiway design and construction.

CareerSource Pasco Hernando & Nature Coast Manufacturers Association, Inc. Workforce Development and Job Placement
As the regional workforce development and representative agencies, they will assist employers attracted to the airport in recruiting and training a qualified workforce. This includes connecting businesses to workforce incentives, talent pipelines, and upskilling programs for local residents.

Wilton Simpson Technical College. Technical Training and Industry Certification
This institution will deliver aviation and manufacturing-focused workforce training programs aligned with the needs of incoming and expanding businesses. Programs may include aircraft maintenance, aviation technology, welding, and logistics certifications.

Hernando County School District. Career Pathways and Youth Engagement
The district will work with local colleges and employers to create K-12 career pathways in aviation, logistics, and manufacturing, preparing students for local opportunities and reducing out-migration of talent.

Private Sector Partners (Committed Businesses). Job Creation and Capital Investment
Multiple aviation and manufacturing companies have expressed intent to locate or expand at BKV once the taxiway and utilities are completed. These partners will invest in facility development, create jobs, and collaborate with workforce partners to hire and train local residents.

This strong coalition of public, private, and educational partners ensures that the project will be implemented efficiently, deliver lasting economic benefits, and directly support job creation, private investment, and regional competitiveness.

F.2. Applicant's organizational capability

Briefly describe your organization's capability to administer, implement, and maintain the project, including prior experience with federal awards. List any awards received from EDA in the last five years, along with the relevant federal award ID numbers, if known.

For Revolving Loan Fund applications, please include a list of other lending programs that your organization currently operates, its approximate size, source of capitalization, and the general target(s) of each fund, if any. Revolving loan fund applicants should also explain their capacity to operate a public lending program, to manage lending activities, and to create networks between the business community and other financial providers. RLF applicants should also describe any other lending programs managed by the applicant, and describe the applicant's ability to sustain the RLF lending into perpetuity (which could include other lending programs that subsidize operational costs through economies of scale and loan pricing – interest and fee income).

Hernando County Board of County Commissioners and Brooksville-Tampa Regional Airport have a strong track record in successfully administering, implementing, and maintaining federally funded projects. We have the operational infrastructure, financial systems, and experience personnel necessary to ensure full compliance with federal regulations, including Uniform Guidance (2 CFR Part 200). Our project management team has extensive experience in overseeing complex, multi-stakeholder initiatives, meeting reporting requirements and achieving performance outcomes on schedule and within budget.

Over the past five years, our organization has managed federal grants, demonstrating consistent success in execution and compliance. Specifically, we have received funding from the U.S. Economic Development Administration (EDA) for initiatives focused on economic development, infrastructure and workforce development. These projects have included regional planning, innovation ecosystems, and technical assistance programs.

Awards (Past 5 Years)

Eastside Development. Contract # G2M85. State Grant # 453462. Award Amount $2,900,000

Rehabilitation of roadways as well as the extension of an existing roadway at the CSX-served Rail Park located within the Brooksville ... Tampa Bay Regional Airport & Technology Center (BKV) to serve both aviation and industrial economic development projects. This area serves as the east side access to the airside at BKV which is limited and built out. Extending the roadway system to available land will provide for additional private investment in aviation related industries requiring runway access such as corporate hangars.

Administrative Building Security. Contract # G2381. Award Amount $72954

To make safety and security improvements to the airport's Administration Building. Improvements will include: the design & construction of an Access/Control and Security system within the interior and exterior of the facility. The project will also include the installation of new signage on the building and repair of existing signage along the roadway.

Runway 3-21 Rehab & Shift Design. CONTRACT # G2572. State Grant # 44824-1-94-1. Award Amount $750,000

Runway 3-21 was designed and constructed in 1942 and serves as the crosswind runway for BKV (5,015 x 150 feet). The pavement section consists of 8 inches of concrete over sand and silt soils. The runway has been rapidly deteriorating over the years, with joint and corner spalling, joint seal damage and full depth cracking throughout. A pavement rehabilitation project was conducted in 2011 to repair the seal joints and the spalling. In 2017, FDOT performed a pavement condition inspection of this runway and provided PCI ratings of 43 to 55. The construction for this project is anticipated to begin in 2025. A pavement with PCI ratings in the range of 40 to 64 would require major rehabilitation, which will include slab replacements. The project will include the design for the rehabilitation of Runway 3-21 along with the 815 foot southerly shift, preparation of construction plans and technical specifications, bidding and award services, grant assistance, airspace analysis, preparation of CSPP documentation, and assistance with the Safety Risk Management (SRM) process.

Runway 3-21 Shift Construction. Contract # G2470. Runway Conversion Design. Contract # G2M86 State Grant # 453463-1-94-01. Award Amount $ 2,000,000

To rehabilitate the current abandoned runway and convert to a taxiway for continued aeronautical development on the southwest portion of the airfield.

Administrative Building HVAC. Contract # G2W25. Award Amount $400,000

Design and replacement of Administration (Terminal) building original HVAC system.

Westside Infrastructure. Contract #G2W25. State Grant # 438513-1-94-01. Award Amount $750,000

To allow future growth on the west side of airfield, design and rehabilitation of Taxiway C9 and 3,000 feet of abandoned runway.

F.3. Applicant's staff capacity

Identify the key staff members who will be responsible for implementing the project and briefly describe how their expertise and experience qualifies them for the project. State whether you will administer the award yourself or contract with a third party for grant administration.

For revolving loan fund applications, applicants should clearly specify whether they intend to manage the fund themselves or will enter into a management agreement with another entity.

The award will be administered by the Hernando County Board of County Commissioners that employs multiple members with sufficient experience with project development, implementation and completion. Hernando County BOCC is annually responsible for the management of millions in federal and state funds.

G. Budget and Match Information

G.1. Are all non-EDA funds committed to the project, available as needed, and not conditioned or encumbered in any way that would preclude their use for the project?

☑ Yes ☐ No (explain below)

G.1.a. Identify the source, nature and amount of all non-EDA funds. Applicants should identify the source, nature and amount of all non-EDA funds, including in-kind contributions (non-cash contributions may include space, equipment, services, or assumptions of debt). Explain the status of all funding commitments, including the date the funds will be available from each source, and describe any conditions or restrictions on the use of such funds. If in-kind contributions are included, explain the basis on which they are valued, and describe the source, amount and any terms and conditions of the funding, and when the funding will be available for use by the applicant.

Source	Amount	Date Available	Type	Restriction/Comments
Florida Department of Trans	$1,800,000.00	10/01/2025	In-Kind	Contract LS12320
Hernando County Board of	$1,600,000.00	10/01/2025	Cash	Hernando County Board of County Commissioners - FUND 4311-34299-5666537

G.1.b. Do you plan to seek other federal financial assistance as part of or in connection with this project, including federal funds passed through by state governments or other entities? If so, identify the source, amount, timing of funding availability, and whether the funds are subject to any restrictions relevant to the project.

Revolving loan fund applicants should specify any other federal loan funds they administer, including source, amount, and focus.

☑ Yes (explain below) ☐ No

It is the intention of the Hernando County Board of County Commissioners to continue to seek state grant funding to offset the matching funds if and when available and appropriate however none are secured at this time.

G.1.c. Attach documentation confirming all non-EDA funding is available, committed, and unencumbered. Documentation is required from all sources of match. For example, if bonds are contemplated as match, counsel opinion of the applicant's bonding authority and eligibility of the bonds for use as match, along with full disclosure of the type of bonds and the schedule of the applicant's intended bond issue, are required.

Add Attachment | Delete Attachment | View Attachment

G.1.d. This question should only be completed for construction projects.
Attach a budget narrative with a breakdown for each "cost classification" line item included on the SF-424C and its associated tasks. The budget narrative must include both EDA and non-EDA funds and be consistent with the detailed construction cost estimate in the preliminary engineering report.

Add Attachment | Delete Attachment | View Attachment

G.1.e. This question should only be completed for design and engineering assistance only projects.
Attach a budget narrative with a breakdown for each "cost classification" line item included on the SF-424C and its associated tasks. The budget narrative must include both EDA and non-EDA funds.

Add Attachment | Delete Attachment | View Attachment

G.1.f. The following questions should only be completed for non-construction projects.
Attach a budget narrative with a breakdown for each “cost classification” line item included on the Form SF-424A and its associated tasks. The budget narrative must include both EDA and non-EDA funds and be consistent with the detailed construction cost estimate in the preliminary engineering report.

Add Attachment | Delete Attachment | View Attachment

G.1.f.1. Is your organization seeking indirect costs on your non-construction project?

☐ Yes ■ No

G.1.f.2. Is your organization requesting the de minimis indirect cost rate on your non-construction project in accordance with Uniform Guidance at § 200.414.

☐ Yes ■ No

If indirect costs are requested as part of the budget, attach a copy of your organization’s current federal negotiated indirect cost rate agreement or other indirect cost documentation as permitted under the applicable NOFO.

Add Attachment | Delete Attachment | View Attachment

G.2. Justification for sole source procurement

Will you contract work to complete part or all of this project?

☐ Yes ■ No

If yes, will contracts be awarded by competitive bid?

☐ Yes ☐ No

Provide a justification for contracts that will not be awarded competitively.

G.3. Equipment

Will any funds be used to purchase equipment? (Per 2 CFR § 200.33 equipment is defined as tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost greater than $5,000).

☐ Yes ☒ No

If yes, will project funding be used to install the equipment?

☐ Yes ☐ No

Will the applicant provide EDA a security interest in the significant items of tangible personal property acquired or improved with EDA investment assistance? (For more information, see 13 C.F.R. 314.9).

☐ Yes ☐ No (explain below)

Attach a list of equipment to be purchased, including unit price, quantity, description, purpose, and estimated useful life.

Add Attachment | Delete Attachment | View Attachment

G.4. Business Incubators and Accelerators

Does the applicant intend to construct or renovate a business incubator, accelerator, commercialization center, or similar project?

☐ Yes ■ No

If Yes, please attach a feasibility study demonstrating the need for the Project and an operational plan based on the industry best practices demonstrating the plan for ongoing successful operations. See the applicable NOFO for additional information and guidance.

Add Attachment | Delete Attachment | View Attachment

H. Regional Eligibility

H.1. Explain how the estimated area of impact defined in section C.2 above meets EDA's distress criteria as defined in the applicable NOFO. EDA will review and evaluate documentation submitted by the applicant to verify eligibility.

The estimated area of impact is all of Hernando County as the economic trajectory and resiliency of BKV directly impacts all citizens.

H.2. Economic Distress

Public Works and Economic Adjustment Assistance projects must satisfy regional eligibility requirements (see the relevant NOFO for more details). This section will assist EDA in determining if the proposed project satisfies these eligibility requirements.

Planning and Technical Assistance applications: although meeting specific distress criteria is not a prerequisite for funding under these programs, the economic distress level of the region impacted by a project serves as the basis for establishing the EDA share of the total cost of the project and can inform competitiveness.

Check all that apply in establishing regional eligibility (see NOFO for more details):

- ☐ **Unemployment rate**
- ☐ **Per capita income**
- ■ **Special need**, including:
  - ☐ Closure or restructuring of industries or the loss of a major employer, essential to the regional economy;
  - ☐ Substantial out-migration or population loss;
  - ☐ Underemployment; that is, employment of workers at less than full-time or at less skilled tasks than their training or abilities permit;
  - ☐ Military base closure or realignment, defense contractor reductions-in-force, or U.S. Department of Energy defense-related funding reductions;
  - ■ Natural or other major disasters or emergencies;
  - ☐ Extraordinary depletion of natural resources or other impact attributable to a new or revised federal regulation or policy that will have a significant impact on a community's ability to prevent an extraordinary depletion of natural resources;
  - ☐ Negative effects of changing trade patterns; or
  - ■ Other circumstances set forth in the applicable NOFO (please explain below).

Economic distress, economic development need, impact on a defined region, alignment with regional planning, project readiness and compliance and €Natural or other major disasters or emergencies (Milton Major Disaster Declaration - DR-4834-FL, Milton Emergency Declaration EM-3622-FL, Helene Major Disaster Declaration DR-4828-FL).

H.3. Source of data provided for regional eligibility determination

Check the box denoting what data source you used to establish eligibility:

- ☐ The most recent ACS data published by the U.S. Census Bureau.
- ☐ The most recent Bureau of Labor Statistics Data.
- ☐ The most recent other federal data for the region in which the project is located (e.g., U.S. Census Bureau or the Bureaus of Economic Analysis, Labor Statistics, Indian Affairs, etc.).
- ☐ If no federal data are available, the most recent data available through the state government for the region in which the project is located.
- ■ Other data to substantiate regional eligibility based on a "Special Need" as defined in 13 C.F.R. § 300.3.

H.4. Substantial Direct Benefit

If the project does not meet any of the criteria above, is it located in an Economic Development District (EDD), and will it provide substantial direct benefit to residents of an area within that EDD that does meet the distress criteria?

☐ Yes ☐ No

Identify the Economic Development District (EDD) where the project will be located.

A project provides a “substantial direct benefit” if it provides significant employment opportunities for unemployed, underemployed or low-income residents of the identified area within the EDD that meet the distress criteria. Please explain how the proposed project will provide a substantial direct benefit to this distressed area within the identified EDD.

H.5. Location in a geographic area of distress

If the project is located in a region that overall does not meet any of the criteria above, is the project located in a defined geographic area that meets EDA's distress criteria for unemployment or per capita income? To qualify, a project must be physically located in a distressed area (for construction projects) or primarily intended to benefit the distressed area (for non-construction projects).

☐ Yes ☐ No

If yes, define the area of distress where the project will be located using Census tracts or other geographical designations (e.g., political subdivisions) and explain how the area meets the distress criteria for unemployment or per capita income. Identify the source of the data used to demonstrate distress.

I. Administrative Requirements

I.1. Civil rights

Do you understand and agree to comply with all applicable civil rights requirements (see 13 C.F.R. § 302.20)?

☑ Yes ☐ No (explain below)

I.2. Lobbying certifications

All applicants for federal financial assistance must certify that federal funds have not been used and will not be used for lobbying in connection with this request for federal financial assistance (Form CD-511). If non- federal funds have been or are planned to be used for lobbying in connection with this request for federal financial assistance, Form SF-LLL also must be completed. Applicants must comply with 13 C.F.R. § 302.10 regarding attorneys' and consultants' fees and the employment of expediters. This regulation requires that applicants identify and disclose the amount of fees paid to anyone engaged to assist the applicant in obtaining assistance under the Public Works and Economic Development Act of 1965 (PWEDA), as amended.

Will you be able to comply with federal requirements regarding lobbying?

☑ Yes ☐ No (explain below)

I.3. Compliance with Executive Order 12372, State Single Point of Contact (SPOC)

Does the state in which the project will be located have a project review process that requires submission to a Single Point of Contact (SPOC)? A list of states that maintain a Single Point of Contact can be found at https://www.whitehouse.gov/wp-content/uploads/2020/04/SPOC-4-13-20.pdf.

- [x] Yes
- [ ] No, go to question I.4

If Yes, does this request for EDA investment assistance require review by SPOC?

- [x] Yes
- [ ] No (explain below)

If Yes, were SPOC comments/clearance received?

- [ ] Yes

Please attach the comments/clearance:

Add Attachment | Delete Attachment | View Attachment

- [x] No. The review period has expired and no comments were received.
- [ ] No. Comments have been requested but the review period has not yet expired.

Please attach evidence of your request for comments:

Add Attachment | Delete Attachment | View Attachment

I.4. Single Audit Act Requirement

Did your organization expend more than $750,000 in federal funds during your previous fiscal year?

- [x] Yes
- [ ] No

If yes, what is the date of the last submission of the audit Federal Audit Clearinghouse?

06/25/2025

If no, please attach your organization's most recent financial audit or financial statement.

Add Attachment | Delete Attachment | View Attachment

J. Requirements for Non-Governmental Applicants (Excluding Public Universities and Certain District Organizations)

Non-governmental applicants (excluding public universities and certain district organizations) must also provide a copy of the following items, either using the Attachments form that is part of the application package in www.Grants.gov.

J.1. Non-profit organizations must provide a current certificate of good standing or equivalent from the Statein which they are incorporated.

Add Attachment | Delete Attachment | View Attachment

J.2. Non-profit organization applicants must provide their Articles of Incorporation and By-Laws. Non-profits with an active EDA grant must either provide a) a revised copy of their Articles of Incorporation or By-Laws if these have been amended or b) a statement certifying that there has been no change in the organization's Articles of Incorporation or By-Laws.

Add Attachment | Delete Attachment | View Attachment

J.3. Non-profit organizations must provide a resolution passed by a general purpose political subdivision of a State (e.g., local government entity) or a letter signed by an authorized representative of a local government acknowledging that the applicant is acting in cooperation with officials of the political subdivision. EDA may waive this requirement for certain projects of significant regional or national scope (see 13 CFR § 301.2(b)).

Add Attachment | Delete Attachment | View Attachment

J.4. If applying for a construction or RLF investment, an applicant must afford the appropriate general purpose governmental authority a minimum of 15 days to review and comment on the proposed project (13 CFR § 302.9(a)).
Will the applicant be able to provide these comments?

- [ ] Yes
- [ ] Not applicable, because the applicant is not applying for a construction or RLF grant
- [ ] Not applicable, because this requirement has been satisfied under an existing RLF plan
- [ ] No, for another reason (explain below)

OMB Number: 4040-0004
Expiration Date: 11/30/2025

Application for Federal Assistance SF-424

*** 1. Type of Submission:**
- [ ] Preapplication
- [x] Application
- [ ] Changed/Corrected Application

*** 2. Type of Application:**
- [x] New
- [ ] Continuation
- [ ] Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received:

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name: Hernando County

* b. Employer/Taxpayer Identification Number (EIN/TIN): 590115527

* c. UEI: MWKBKNTZ9SW7

d. Address:

* Street1: 15470 Flight Path Drive

Street2:

* City: Brooksville

County/Parish:

* State: Florida

Province:

* Country: USA: UNITED STATES

* Zip / Postal Code: 34604-6823

e. Organizational Unit:

Department Name:

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

* First Name: Casey

Middle Name:

* Last Name: Stepp

Suffix:

Title: Grant Writer

Organizational Affiliation:

* Telephone Number: (352) 754-4020

Fax Number:

* Email: cstepp@co.hernando.fl.us

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

Department of Commerce (EDA)

11. Catalog of Federal Domestic Assistance Number:

11.307

CFDA Title:

Economic Adjustment Assistance

*** 12. Funding Opportunity Number:**

EDA-DISASTER-2025

* Title:

EDA D25 - Implementation - Construction

13. Competition Identification Number:

EDA-DISASTER-2025

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment | Delete Attachment | View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Brooksville - Tampa Bay Regional Airport Critical Construction Project

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant: FL-12 * b. Program/Project: FL-12

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: 03/01/2026 * b. End Date: 02/28/2029

18. Estimated Funding ($):

* a. Federal	13,600,000
* b. Applicant	3,400,000
* c. State	0
* d. Local	0
* e. Other	0
* f. Program Income	0
* g. TOTAL	17,000,000

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- [x] a. This application was made available to the State under the Executive Order 12372 Process for review on 08/08/2025.
- [ ] b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- [ ] c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

- [ ] Yes
- [x] No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

- [ ] ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix:	
* First Name:	Carla
Middle Name:	
* Last Name:	Rossiter-Smith
Suffix:	
* Title:	
* Telephone Number:	(352) 667-4272
Fax Number:	
* Email:	crossiter-smith@co.hernando.fl.us
* Signature of Authorized Representative:	
* Date Signed:	

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

OMB Number: 4040-0013
Expiration Date: 06/30/2028

1. * Type of Federal Action:

- [ ] a. contract
- [x] b. grant
- [ ] c. cooperative agreement
- [ ] d. loan
- [ ] e. loan guarantee
- [ ] f. loan insurance

2. * Status of Federal Action:

- [ ] a. bid/offer/application
- [x] b. initial award
- [ ] c. post-award

3. * Report Type:

- [x] a. initial filing
- [ ] b. material change

4. Name and Address of Reporting Entity:

- [x] Prime
- [ ] SubAwardee

** Name*

** Street 1* *Street 2*

** City* *State* *Zip*

Congressional District, if known:

5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:

6. * Federal Department/Agency:

7. * Federal Program Name/Description:

Assistance Listing Number, *if applicable:*

8. Federal Action Number, *if known:*

9. Award Amount, *if known:*

$

10. a. Name and Address of Lobbying Registrant:

Prefix ** First Name* *Middle Name*

** Last Name* *Suffix*

** Street 1* *Street 2*

** City* *State* *Zip*

b. Individual Performing Services (including address if different from No. 10a)

Prefix ** First Name* *Middle Name*

** Last Name* *Suffix*

** Street 1* *Street 2*

** City* *State* *Zip*

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

*** Signature:** Completed on submission to Grants.gov

***Name:** *Prefix* ** First Name* *Middle Name*

** Last Name* *Suffix*

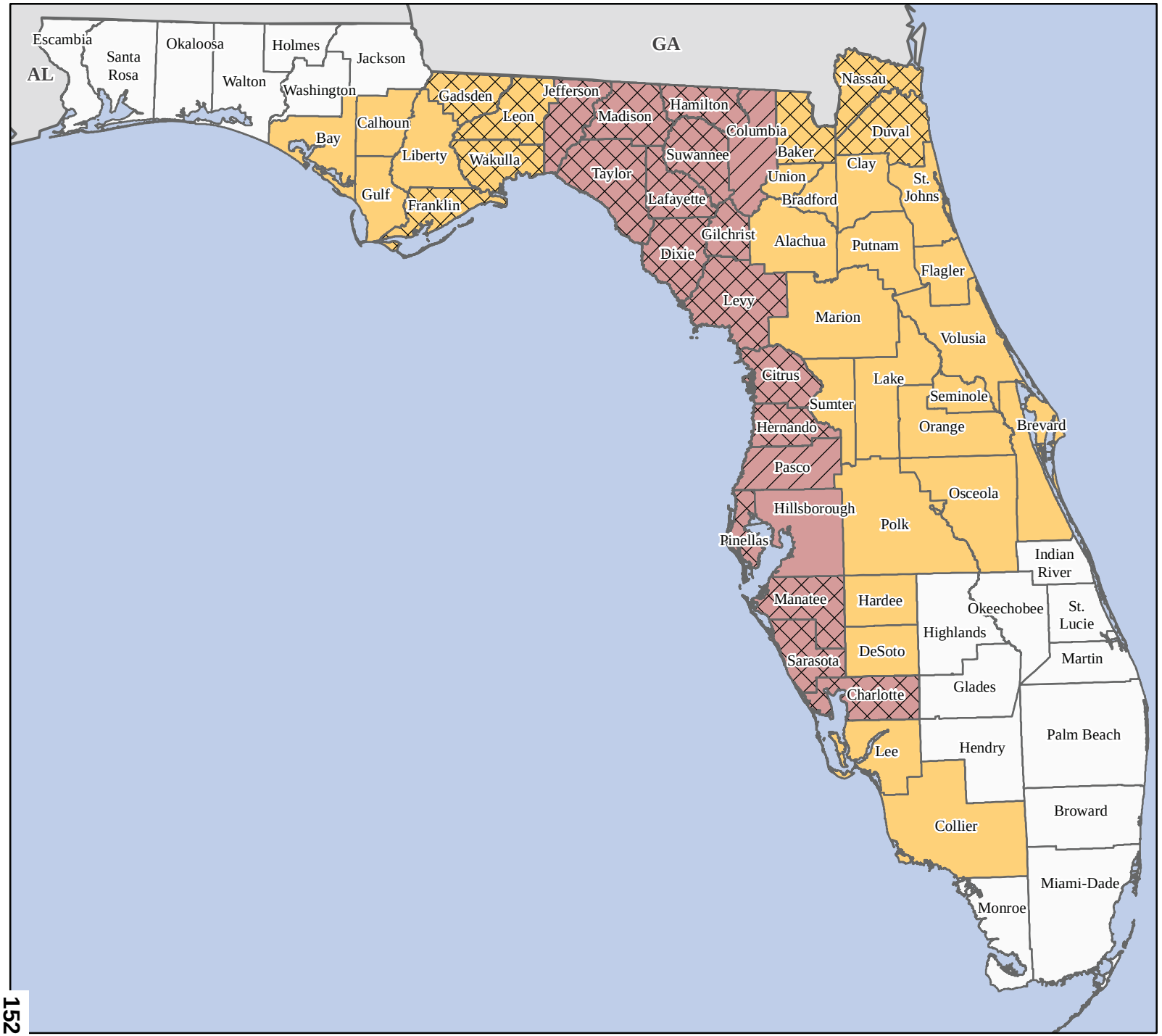
Title: **Telephone No.:** **Date:** Completed on submission to Grants.gov

Federal Use Only:

Authorized for Local Reproduction
Standard Form - LLL (Rev. 7-97)

FEMA-4734-DR, Florida Disaster Declaration as of 10/02/2023

FEMA



Data Layer/Map Description:
The types of assistance that have been designated for selected areas in the State of Florida.

All areas in the State of Florida are eligible to apply for assistance under the Hazard Mitigation Grant Program.

Designated Counties

- No Designation
- Public Assistance (Category B)
- Public Assistance (Categories A - G)
- Individual Assistance and Public Assistance (Category B)
- Individual Assistance and Public Assistance (Categories A and B)
- Individual Assistance and Public Assistance (Categories A - G)

N
W E
S

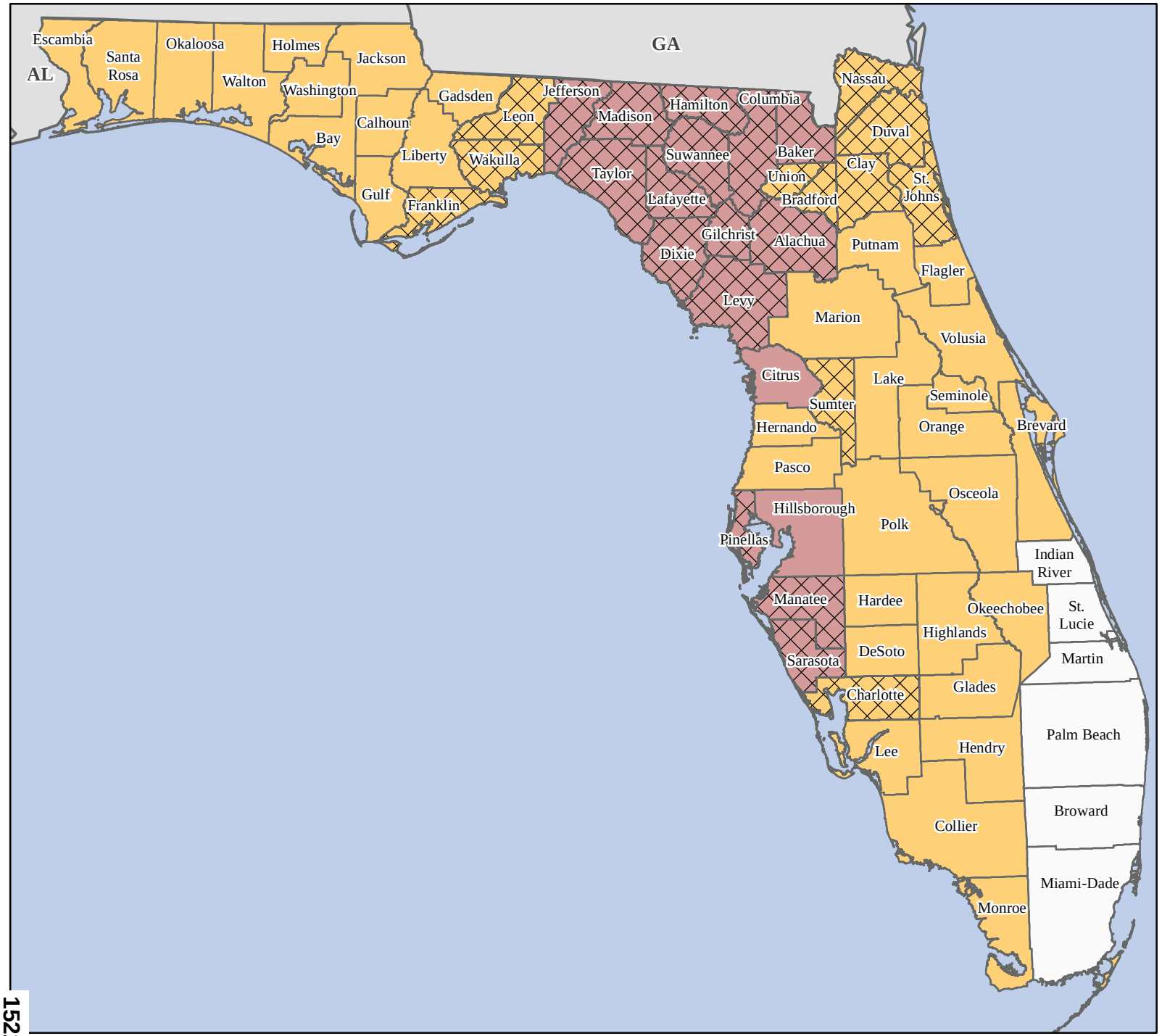
0 20 40 60 80 Miles

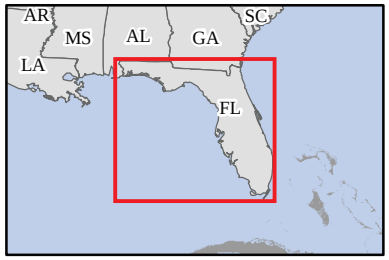
Data Sources:
FEMA, ESRI;
Initial Declaration: 08/31/2023
Disaster Federal Registry Notice:
Amendment #7: 10/02/2023
Datum: North American 1983
Projection: Lambert Conformal Conic

MapID 1fd5e3904061003230928twhqprod

FEMA-4806-DR, Florida Disaster Declaration as of 09/28/2024

FEMA





Data Layer/Map Description:
The types of assistance that have been designated for selected areas in the State of Florida.

All areas in the State of Florida are eligible to apply for assistance under the Hazard Mitigation Grant Program.

Designated Counties

- No Designation
- Individual Assistance and Public Assistance (Category B)
- Individual Assistance and Public Assistance (Categories A - G)
- Public Assistance (Category B)
- Public Assistance (Categories A - G)

N
W E
S

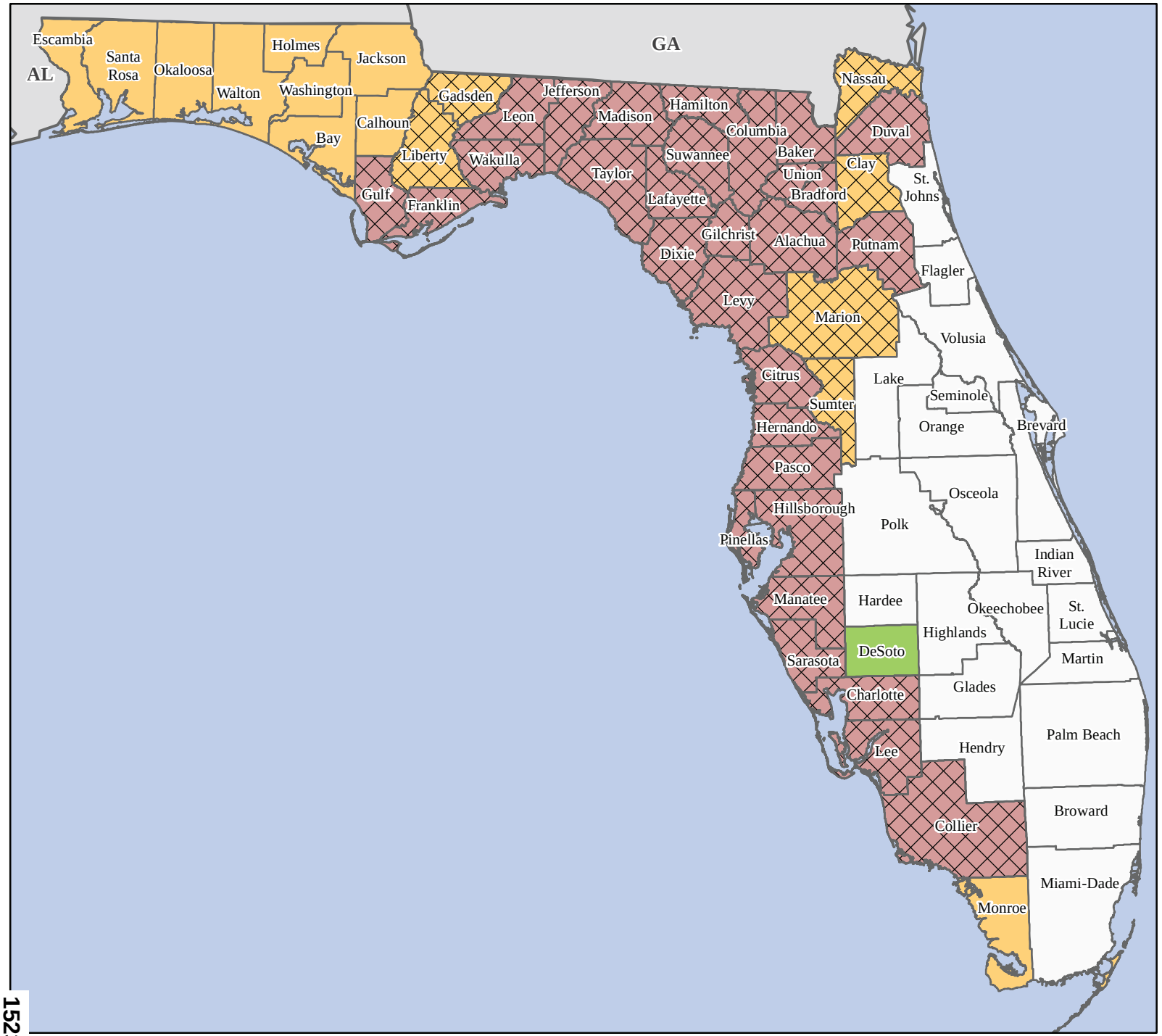
0 20 40 60 80 Miles

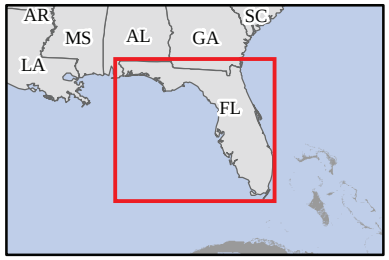
Data Sources:
FEMA, ESRI;
Initial Declaration: 08/11/2024
Disaster Federal Registry Notice:
Amendment #6: 09/26/2024
Datum: North American 1983
Projection: Lambert Conformal Conic

MapID e71f74946630928241125twhqprod

FEMA-4828-DR, Florida Disaster Declaration as of 11/22/2024

FEMA





Data Layer/Map Description:
The types of assistance that have been designated for selected areas in the State of Florida.

All areas in the State of Florida are eligible to apply for assistance under the Hazard Mitigation Grant Program.

Designated Counties

- No Designation
- Individual Assistance
- Individual Assistance and Public Assistance (Categories A - G)
- Public Assistance (Category B)
- Public Assistance (Categories A - G)

N
W E
S

0 20 40 60 80 Miles

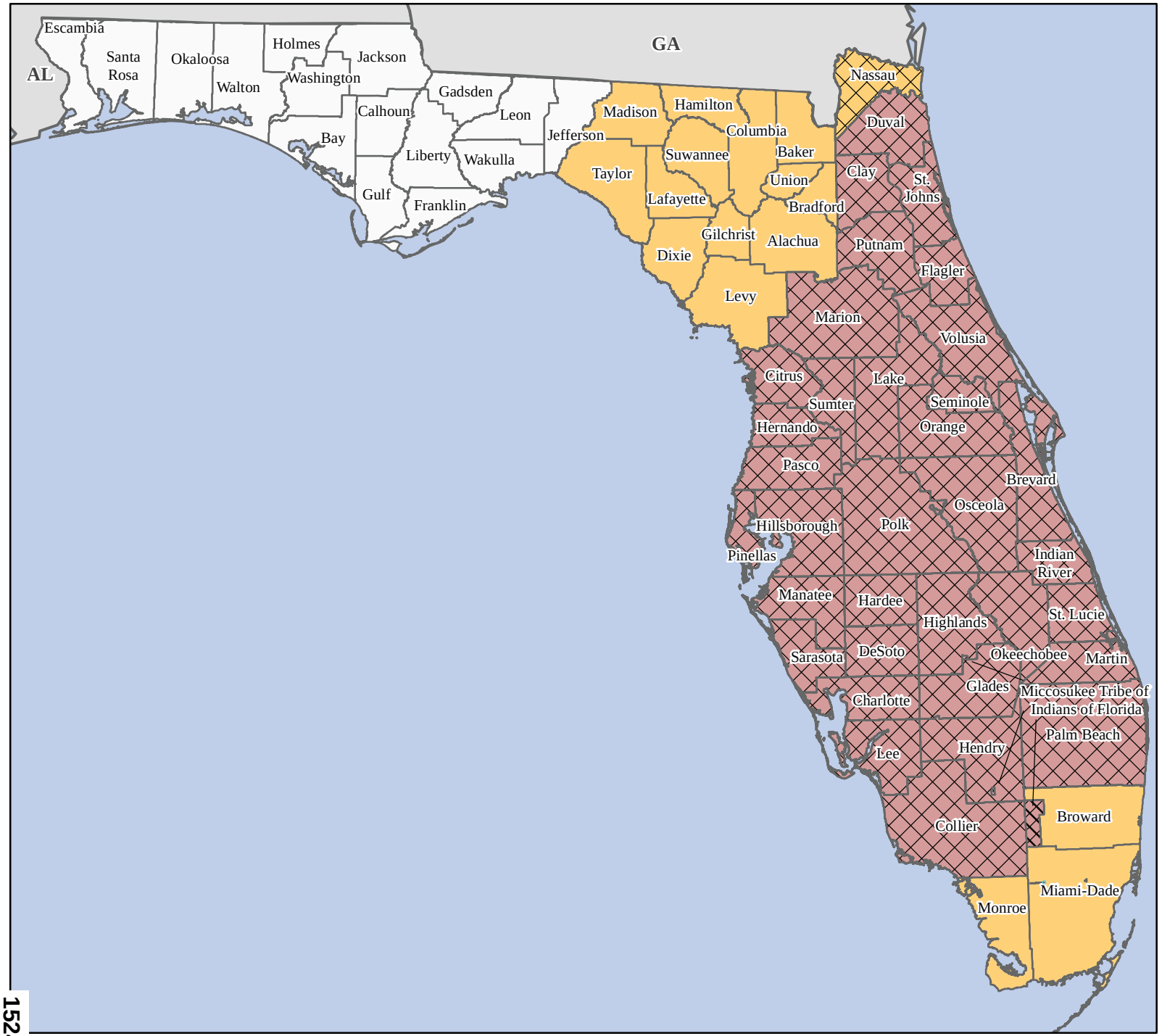
Data Sources:
FEMA, ESRI;
Initial Declaration: 09/28/2024
Disaster Federal Registry Notice:
Amendment #12: 11/22/2024
Datum: North American 1983
Projection: Lambert Conformal Conic

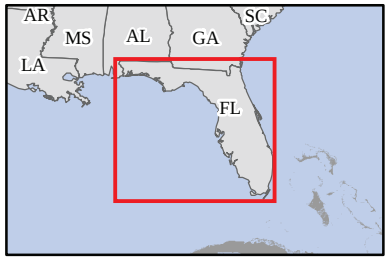
1523

MapID 329b63c2d981122242107twhqprod

FEMA-4834-DR, Florida Disaster Declaration as of 11/04/2024

FEMA





Data Layer/Map Description:
The types of assistance that have been designated for selected areas in the State of Florida.

All areas in the State of Florida are eligible to apply for assistance under the Hazard Mitigation Grant Program.

Additional designations may be made at a later date if requested by the state and warranted by the results of further damage assessments.

Designated Counties and Tribal Areas

- No Designation
- Public Assistance (Category B)
- Public Assistance (Categories A - G)
- Individual Assistance and Public Assistance (Categories A - G)

N
W E
S

0 20 40 60 80
Miles

Data Sources:
FEMA, ESRI;
Initial Declaration: 10/11/2024
Disaster Federal Registry Notice:
Amendment #5: 11/04/2024
Datum: North American 1983
Projection: Lambert Conformal Conic

1524

MapID b03b355486a1104242000twhqprod

Brooksville – Tampa Bay Regional Airport Critical Infrastructure Project

EDA-APP# 00014054

Line 5 – Other Architectural and Engineering Fees

CA/RPR/Testing Services - $800,000

Line 7 – Site Work - $3,940,000

Line 9 – Construction - $10,160,000

Line 13 – Contingency

Calculated at 15% of the total project cost - $2,100,000

Total Project Cost - $17,000,000

Match 20% - $3,400,000

Total Federal Share - $13,600,000

OMB Number: 4040-0008
Expiration Date: 02/28/2025

BUDGET INFORMATION - Construction Programs

NOTE: Certain Federal assistance programs require additional computations to arrive at the Federal share of project costs eligible for participation. If such is the case, you will be notified.

COST CLASSIFICATION	a. Total Cost	b. Costs Not Allowable for Participation	c. Total Allowable Costs (Columns a-b)
1. Administrative and legal expenses	$ 0	$	$ 0
2. Land, structures, rights-of-way, appraisals, etc.	$	$	$ 0
3. Relocation expenses and payments	$	$	$ 0
4. Architectural and engineering fees	$	$	$ 0
5. Other architectural and engineering fees	$ 800.000	$	$ 800.000
6. Project inspection fees	$	$	$ 0
7. Site work	$ 3.940.000	$	$ 3.940.000
8. Demolition and removal	$	$	$ 0
9. Construction	$ 10.160.000	$	$ 10.160.000
10. Equipment	$	$	$ 0
11. Miscellaneous	$	$	$ 0
12. SUBTOTAL *(sum of lines 1-11)*	$ 14.900.000	$ 0	$ 14.900.000
13. Contingencies	$ 2.100.000	$	$ 2.100.000
14. SUBTOTAL	$ 17.000.000	$ 0	$ 17.000.000
15. Project (program) income	$	$	$ 0
16. TOTAL PROJECT COSTS *(subtract #15 from #14)*	$ 17.000.000	$ 0	$ 17.000.000

FEDERAL FUNDING

17. Federal assistance requested, calculate as follows: (Consult Federal agency for Federal percentage share.) Enter the resulting Federal share.	Enter eligible costs from line 16c Multiply X 80.00 %	$ $13,600,000.00

DocuSign Envelope ID: D87994FD-F67F-45F0-8DE0-50B9074179D1

Financial Project Number(s): (item-segment-phase-sequence)	Fund(s):	GR24	FLAIR Category:	088719
45346319401	Contract Number:	G2M86	Object Code:	751000
45346319401	CSFA Number:	55.004	Org. Code:	5507202728
	CSFA Title:	Aviation Grant Program	Vendor Number:	F591155275011

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

STATE FINANCIAL ASSISTANCE AGREEMENT

09/22/2023 | 4:37 PM EDT

This State Financial Assistance Agreement ("Agreement") is entered into on _____, by and between the State of Florida, Department of Transportation ("Department") and Hernando County, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority.** The Fiscal Year 2024 General Appropriations Act, Chapter 2023, Laws of Florida, provides the Agency with an appropriation of **2,000,000**, from the amount in Specific Appropriation, proviso, or item on a conference committee spreadsheet 1988A ("Appropriation"), for Runway Rehabilitation, the "Project", described more fully in **Exhibit "A"**, **Project Description and Responsibilities**, which is attached and incorporated into this Agreement.

   The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "C"** and incorporated into this Agreement, has authorized its officers to execute this Agreement on its behalf.

2. **Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in the Project; to provide the terms and conditions for the disbursement of the state financial assistance funding awarded to the Agency by Appropriation, and to set forth the manner in which the Project, described in **Exhibit "A"**, will be undertaken and completed.

3. **Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

   Exhibit A: Project Description and Responsibilities
   Exhibit B: Schedule of State Financial Assistance
   Exhibit C: Agency Resolution
   Exhibit D: Audit Requirements for Awards of State Financial Assistance

4. **Time.** Unless specified otherwise, all references to "days" within this Agreement refer to calendar days.

5. **Term of Agreement.** This Agreement shall commence upon full execution by both Parties ("Effective Date") and continue through 06/30/2027, unless the Project is completed earlier. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date or earlier termination of this Agreement is not eligible for funding or reimbursement by the Department under this Agreement. The Effective Date will be treated as the Department's Notice to Proceed to the Agency for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the

DocuSign Envelope ID: D87994FD-F67F-45F0-8DE0-50B9074179D1

Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

6. **Amendments, Extensions, and Assignment.** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department. State financial assistance funding awarded to the Agency by Appropriation may not be subgranted, assigned, transferred, or otherwise encumbered by the Agency.

7. **Termination or Suspension of Project.** The Department may, by written notice to the Agency, suspend any or all of the Department's obligations under this Agreement for the Agency's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

   a. If the Department terminates the Agreement, the Department shall notify the Agency of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.

   b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.

   c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the state financial assistance funding awarded to the Agency by Appropriation. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.

   d. Upon termination of this Agreement, the Agency shall, within thirty (30) days, refund to the Department any funds expended in violation of the Agreement.

   e. The Department reserves the right to unilaterally terminate this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

8. **Project Cost:**

   a. The estimated cost of the Project is $**2,000,000**. This amount is based upon **Exhibit "B", Schedule of State Financial Assistance**, which is attached and incorporated into this Agreement. **Exhibit "B",** Schedule of State Financial Assistance, may be modified by execution of an amendment of the Agreement by the Parties.

   b. The Department agrees to participate in the Project cost up to the maximum amount of $2,000,000, and, the Department's participation in the Project shall not exceed 100% of the total cost of the Project, as more fully described in **Exhibit "B'', Schedule of State Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved in connection with completion of the Project.

   c. The Department's participation in eligible Project costs is subject, but not limited to:

      i. The receipt of the Appropriation for the work program year that the Project is scheduled for commitment;

DocuSign Envelope ID: D87994FD-F67F-45F0-8DE0-50B9074179D1

ii. Approval or acceptance of all plans, specifications, contracts or other obligating documents when required by this Agreement and compliance with other applicable terms of this Agreement; and

iii. Department approval of the Project scope, budget and completion schedule.

9. Compensation and Payment:

a. Eligible Cost. The Department shall reimburse the Agency for costs incurred to perform services described in **Exhibit "A"**, **Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of State Financial Assistance**.

b. Deliverables. The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Any changes to the deliverables shall require an amendment executed by both Parties.

c. Invoicing. Invoices shall be submitted no more often than monthly and no less than quarterly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department

d. Supporting Documentation. Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in the invoice **Exhibit "F", Contract Payment Requirements**.

e. Travel Expenses. Travel expenses are not eligible for reimbursement under this Agreement.

f. Financial Consequences. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. The Agency will not be reimbursed until the Agency resolves the deficiency to the satisfaction of the Department. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

g. Invoice Processing. An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services.

DocuSign Envelope ID: D87994FD-F67F-45F0-8DE0-50B9074179D1

The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. Records Retention. The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the term of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the Project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. Progress Reports. The Department is entitled, at all times, to be advised as to the status of the Project and of details thereof. The Agency agrees to provide the Department with progress reports on all work covered by this Agreement performed or scheduled for completion during the time period covered by each Invoice submitted to the Department, and as requested by the Department.

j. Submission of Other Documents. The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department may require.

k. Offsets for Claims. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

l. Final Invoice. The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

m. Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

n. Limits on Contracts Exceeding $25,000 and Term more than 1 Year. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid

DocuSign Envelope ID: D87994FD-F67F-45F0-8DE0-50B9074179D1

on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

o. Agency Obligation to Refund Department. Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

p. Non-Eligible Costs. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred prior to issuance of the Department's Notice to Proceed, costs incurred after the expiration or earlier termination of the Agreement, costs that are not provided for in **Exhibit "A"**, **Project Description and Responsibilities**, costs which are not provided for in **Exhibit "B", Schedule of State Financial Assistance** for the Project, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice timelines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A"**, **Project Description and Responsibilities.**

10. General Requirements. The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

a. The Agency must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.

☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).

b. Necessary Permits Certification. The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.

c. Right-of-Way Certification. If the Project involves construction, the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.

d. Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards. The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

e. Claims and Requests for Additional Work. The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Agency's contractors and subcontractors. No funds will be provided for payment of claims or additional work on the

DocuSign Envelope ID: D87994FD-F67F-45F0-8DE0-50B9074179D1

Project under this Agreement without prior written approval by the Department of the claim or request for additional work.

DocuSign Envelope ID: D87994FD-F67F-45F0-8DE0-50B9074179D1

11. Contracts of the Agency:

a. Approval of Third-Party Contracts. The Department has the right and shall be afforded the opportunity to review and approve any and all third-party contracts (or it may waive that right via written confirmation of said waiver) with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds for any third party contracts under this Agreement, including consultant or construction contracts, or amendments thereto. If the Department exercises this right and the Agency fails to obtain such written approval, the Department may deny payment to the Agency. The Department may review the qualifications of any consultant or contractor and approve or disapprove the employment of such consultant or contractor.

b. Procurement of Commodities or Contractual Services. It is understood and agreed by the Parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of State Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

c. Consultants' Competitive Negotiation Act. Participation by the Department in a project that involves a consultant contract for professional services, is contingent on the Agency's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

d. Disadvantaged Business Enterprise (DBE) Policy and Obligation. It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

12. Design and Construction Standards and Required Approvals: In the event the Project includes construction the following provisions are incorporated into this Agreement:

a. The Agency is responsible for obtaining all permits necessary for the Project.

b. In the event the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:

i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Agency shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or

DocuSign Envelope ID: D87994FD-F67F-45F0-8DE0-50B9074179D1

ii. Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement. The Agency's use of this option is subject to approval by the Department.

c. The Agency shall hire a qualified contractor using the Agency's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Agency is not required to hire a contractor prequalified by the Department unless the Department notifies the Agency prior to letting that they are required to hire a contractor prequalified by the Department.

d. The Agency is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Agency to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Agency may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Agency staff that meet the requirements of this paragraph, or a combination thereof.

e. The Agency is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Agency to hire a Department pre-qualified consultant for the design phase of the Project using the Agency's normal procurement procedures to perform the design services for the Project. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design plans for compliance with all applicable standards of the Department.

f. The Agency shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).

g. The Agency will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.

h. The Agency shall require the Agency's contractor to post a payment and performance bond in accordance with applicable law.

i. The Agency shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Agency and Department standards.

j. Upon completion of the work authorized by this Agreement, the Agency shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "E", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved

DocuSign Envelope ID: D87994FD-F67F-45F0-8DE0-50B9074179D1

plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

k. The Agency shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

13. Maintenance Obligations. In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. Sale, Transfer, or Disposal of Department-funded Property:

a. The Agency may not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.

b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:

i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.

ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.

iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.

iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.

c. The terms of provisions “a” and “b” above shall survive the termination of this Agreement.

i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.

ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

15. State Single Audit. The administration of resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency’s use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring

DocuSign Envelope ID: D87994FD-F67F-45F0-8DE0-50B9074179D1

corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or the Auditor General.

b. The Agency, a "nonstate entity" as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:

i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "D", Audit Requirements for Awards of State Financial Assistance**, to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the financial reporting package may be provided to the Department in lieu of the required single audit exemption statement. The cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

DocuSign Envelope ID: D87994FD-F67F-45F0-8DE0-50B9074179D1

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, shall indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General, access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or the Auditor General, access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

16. Notices and Approvals. All notices and approvals referenced in this Agreement are in effect upon receipt by either Party, shall be in writing, and shall be transmitted either by personal hand delivery; United States Post Office, return receipt requested; or, overnight express mail delivery. E-mail and facsimile may be used if the notice is also transmitted by one of the preceding forms of delivery. The addresses and the contact persons set forth below for the respective Parties shall be the places where notices shall be sent, unless prior written notice of change of address is given.

DEPARTMENT:

DocuSign Envelope ID: D87994FD-F67F-45F0-8DE0-50B9074179D1

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

Program Management Office
Local Programs Coordinator
Florida Department of Transportation
605 Suwannee Street, M.S. 758
Tallahassee, FL 32399

General Counsel
Florida Department of Transportation
605 Suwannee Street, M.S. 58
Tallahassee, FL 32399

AGENCY:
Florida Department of Transportation
11201 N McKinley Drive, 7-500
Tampa, FL 33612

17. Restrictions, Prohibitions, Controls and Labor Provisions:

a. Convicted Vendor List. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b. Discriminatory Vendor List. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

c. Non-Responsible Contractors. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

d. Prohibition on Using Funds for Lobbying. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

e. Unauthorized Aliens. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

f. Procurement of Construction Services. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.

g. E-Verify. The Agency shall:

DocuSign Envelope ID: D87994FD-F67F-45F0-8DE0-50B9074179D1

i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of this Agreement; and

ii. Expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

h. **Design Services and Construction Engineering and Inspection Services.** If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, to the extent provided by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Agency shall indemnify and hold harmless the Department, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the Agency's sovereign immunity. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"The Agency's contractor/consultant shall indemnify and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement."

b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation Law for all employees. If subletting any of the work, ensure that the contractor(s)/subcontractor(s) and consultant(s)/subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation Law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation Law.

c. If the Agency elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Agency may self-insure and proof of self-insurance shall be provided to the Department. If the Agency elects

DocuSign Envelope ID: D87994FD-F67F-45F0-8DE0-50B9074179D1

to hire a contractor or consultant to perform the Project, then the Agency shall, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than $1,000,000 for each occurrence and not less than a $5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under this Agreement, and may not be shared with or diminished by claims unrelated to this Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of this Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

d. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

19. Miscellaneous:

a. Environmental Regulations. The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.

b. Non-Admission of Liability. In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

c. Severability. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

d. Agency not an agent of Department. The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.

e. Bonus or Commission. By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

DocuSign Envelope ID: D87994FD-F67F-45F0-8DE0-50B9074179D1

f. **Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

g. **Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a Party will be legal and binding on such Party.

h. **Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

i. **Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of this Agreement and Florida laws, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and agrees that the Department will determine the forum and venue in which any dispute under this Agreement is to be decided.

The remainder of this page intentionally left blank.

DocuSign Envelope ID: D87994FD-F67F-45F0-8DE0-50B9074179D1
DocuSign Envelope ID: 19F3241A-D3B8-4594-B406-1FD1F3A4C395

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

AGENCY:

Hernando County

By: _____

Name: John Allocco

Title: Chairman

As approved by the Board on:

DEPARTMENT

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

DocuSigned by:

By: Justin Hall 09/22/2023 | 4:37 PM ED
1CDBAE37B48D4D0...

Name: Justin Hall

Title: Director of Transportation Development

FDOT Legal Review:

DocuSigned by:

Martin Hernandez

Martin Hernandez
08/10/2023 | 2:38 PM EDT
844ABB3212BB414...

Legal Review:

DocuSign Envelope ID: D87994FD-F67F-45F0-8DE0-50B9074179D1

EXHIBIT "A"

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): Runway Repair and Rehabilitation

B. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): As required by 215.971, F.S., this scope of work includes but is not limited to consultant and design fees; survey costs; permitting; construction inspection and material testing costs; mobilization and demobilization; maintenance of traffic; erosion control; demolition; excavation; embankment; ground preparation; installation of fencing, posts, rails, and gates; sodding; seeding; provisions for electrical and fiber optic systems; signage; and pavement repairs, including all materials, equipment, labor and incidentals required to complete the fencing project per FAA Advisory Circular (AC) 150/5370-10G, Standards for Specifying Construction of Airports, Part 8 (Fencing). The Sponsor will comply with Aviation Program Assurances.

C. Deliverable(s): Runway repairs and rehabilitation at Brooksville Tampa Bay Regional Airport.

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

DocuSign Envelope ID: D87994FD-F67F-45F0-8DE0-50B9074179D1

EXHIBIT "B"

SCHEDULE OF STATE FINANCIAL ASSISTANCE

FUNDS AWARDED TO THE AGENCY PURSUANT TO THIS AGREEMENT AND ANY REQUIRED MATCHING FUNDS CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA Number	CSFA Title	Funding Amount
450703-1-94-01	GR24	088719	2024	751000	55.004	Aviation Grant Program	$2,000,000.00
							$
	Total Financial Assistance						$

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Environmental/Design/Construction	***$2,000,000.00***	***$***	***$***	***$2,000,00000***	100.00		
	$	***$***	***$***	***$***			
	$	***$***	***$***	***$***			
	$	***$***	***$***	***$***			
	$	***$***	***$***	***$***			
	$	***$***	***$***	***$***			
Totals	***$2,000,000.00***	***$***	***$***	***$2,000,000.00A***			

* List the phases applicable to the Project subject of this Agreement, *e.g.*: Land Acquisition, Planning, Environmental/Design/Construction, Capital Equipment, Match to Direct Federal Funding, and Mobility Management.

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Raymond Clark

Department Grant Manager Name

DocuSigned by:
Raymond Clark
8DE5E7DB74DE4CD...

Signature

09/21/2023 | 4:51 PM EDT

Date

Reimbursements will **only** be provided for expenditures **in the above referenced categories** that are allowable under applicable law and are directly related to the services authorized by this Agreement.

Invoices for costs eligible for reimbursement under this Agreement **must be supported by an itemized listing of expenditures** by category. Supporting documentation must be provided for each item for which reimbursement is being requested that **includes documentation indicating that the item has been paid**. The documentation must **also note** the **date each service** was **performed**.

DocuSign Envelope ID: D87994FD-F67F-45F0-8DE0-50B9074179D1

EXHIBIT C

AGENCY RESOLUTION

PLEASE SEE ATTACHED

DocuSign Envelope ID: D87994FD-F67F-45F0-8DE0-50B9074179D1

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
STATE FINANCIAL ASSISTANCE AGREEMENT

EXHIBIT C

RESOLUTION 2023-173

WHEREAS, the Hernando County Board of County Commissioners (Agency) and the State of Florida Department of Transportation (Department) have agreed to participate jointly in the funding of the following project, to wit:

Runway Repair and Rehabilitation

WHEREAS, the Department has agreed to funding as depicted in Exhibit "B" of the State Financial Assistance Agreement associated with the described activities as follows:

FPN No. 45346319401 $2,000,000

WHEREAS, the Agency and Department have agreed to enter into a State Financial Assistance Agreement in the form attached hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS, AS FOLLOWS:

SECTION 1. The execution by Hernando County Board of County Commissioners (Agency) of the State Financial Assistance Agreement is hereby approved and authorized.

SECTION 2. The Chairperson of the Hernando County Board of County Commissioners is hereby authorized to execute and sign the attached State Financial Assistance Agreement.

ADOPTED in Regular Session this 12th day of September, 2023 A.D.

ATTEST:
(SEAL)

BY: Heidi Kemper Deputy Clerk
Doug Chorvat Jr., Clerk

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

John Allocco, Chairman

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

BY
County Attorney's Office

DocuSign Envelope ID: D87994FD-F67F-45F0-8DE0-50B9074179D1

EXHIBIT "D"

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Awarding Agency:	Florida Department of Transportation
State Project Title:	Aviation Grant Program
CSFA Number:	55.004
Award Amount:	**$**2,000,000

Specific project information for CSFA Number is provided at:
https://apps.fldfs.com/fsaa/searchCatalog.aspx

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number are provided at:
https://apps.fldfs.com/fsaa/searchCompliance.aspx

The State Projects Compliance Supplement is provided at: https://apps.fldfs.com/fsaa/compliance.aspx

To: Raymond.Clark@dot.state.fl.us

FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

G2M86

8/10/2023

CONTRACT INFORMATION

Contract:	G2M86
Contract Type:	GD - GRANT DISBURSEMENT (GRANT)
Method of Procurement:	G - GOVERMENTAL AGENCY (287.057,F.S.)
Vendor Name:	HERNANDO COUNTY BOARD OF COUNTY
Vendor ID:	F591155275011
Beginning Date of This Agreement:	08/09/2023
Ending Date of This Agreement:	06/30/2027
Contract Total/Budgetary Ceiling:	ct = $2,000,000.00
Description:	Brooksville Tampa Bay Regional Airport Aviation Expansion Zone

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 8/10/2023

Action:	Original
Reviewed or Approved:	APPROVED
Organization Code:	55072020728
Expansion Option:	AK
Object Code:	751000
Amount:	$2,000,000.00
Financial Project:	45346319401
Work Activity (FCT):	215
CFDA:	
Fiscal Year:	2024
Budget Entity:	55150200
Category/Category Year:	088862/24
Amendment ID:	O001
Sequence:	00
User Assigned ID:	
Enc Line (6s)/Status:	0001/04

Total Amount: $2,000,000.00

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 06/30/2028

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant:, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29) U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statue(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statue(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.

14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
Completed on submission to Grants.gov	
APPLICANT ORGANIZATION	DATE SUBMITTED
	Completed on submission to Grants.gov

SF-424D (Rev. 7-97) Back

OMB Number: 0610-0094
Expiration Date: 11/30/2021

ED-900C – EDA Application Supplement for Construction Programs

A. Metropolitan Area Review

A.1. Projects involving the development of hospitals, airports, libraries, water supply and distribution facilities, sewage and waste treatment works, highways, transportation facilities, water development, or land conservation within a metropolitan statistical area (MSA) require comments from the metropolitan area clearinghouse/agency. Does the proposed project involve any of the above identified developments within an MSA?

☒ Yes ☐ No

A.2. If Yes, please attach either:

☐ Comments from the responsible metropolitan area clearinghouse/agency and a statement that such comments have been considered; or

☐ An explanation as to why comments are not available; or

☒ A statement indicating the date the application was made available to the appropriate metropolitan area clearinghouse/agency and units of general local government for review and certifying that the application has been before the metropolitan area clearinghouse/agency for a period of 60 days without comments or recommendations.

TBRPC - Letter.pdf | Add Attachment | Delete Attachment | View Attachment

B. District Organization Project Administration

B.1. Will the District Organization for the region in which the project will be located administer the project for the applicant?

☐ Yes ☒ No

B.2. If Yes, you must certify to all of the following and indicate your certification by checking each box:

☐ The administration of the project is beyond the capacity of the applicant's current staff and would require hiring additional staff or contracting for such services;

☐ No local organization/business exists that could administer the project in a more efficient or cost-effective manner than the District Organization; and

☐ The District Organization will administer the project without subcontracting the work.

B.3. If the project will be administered by the District Organization and you did not certify to all of the above, explain below.

C. Preliminary Engineering Report

To be considered for assistance, all construction and design applications must include a **Preliminary Engineering Report (PER)** that at a minimum provides the following information:

C.1. Description of project components. Provide a general description of all project components involved in the project. Indicate whether the project involves the construction of new infrastructure or facilities or the renovation or replacement of existing ones. Describe each of the project components in terms of dimensions, quantities, capacities, square footage, etc.

C.2. A statement verifying that the project components described in the engineering report are consistent with the EDA investment project description that is provided in Section B.2 of Form ED-900. Engineering reports that describe project components that are inconsistent with the EDA investment project description in Section B.2 of Form ED-900 will not be considered valid.

C.3. Drawings showing the general layout and location of the existing site conditions and of the project components as well as location of any project beneficiary identified in Section B.9 of Form ED-900 that provide economic justification for the project, if any. Rough dimensions and quantities for major project components should be shown and labeled on the drawings. Drawings should clearly identify the project components that are being proposed. Applicants are encouraged to clarify such drawings, for example, through color coding, labeling, and other appropriate methods.

C.4. A feasibility analysis for the constructability of the project. Include a review of the existing conditions and note particular features, alignments, and circumstances affecting construction of project components.

C.5. The proposed method of construction. Indicate whether construction procurement will be done through competitive bid or other method. Indicate if any portion of the project is to be done by design/build, construction management at risk, the applicant's own forces, or a third-party construction manager. If an alternate construction procurement method (other than traditional design/bid/build with sealed competitive bid process) is proposed, a construction services procurement plan must be provided to EDA for approval in accordance with EDA's regulation at 13 C.F.R. § 305.6(a).

C.6. The number of construction contracts anticipated. If multiple contracts are proposed, describe the project components included in each contract. If separate contracts are anticipated for demolition or site work, the budget information cost classification should reflect the estimated costs for these components. If project phasing is proposed, a project phasing request must be provided to EDA for approval per EDA's regulation at 13 C.F.R. § 305.9(a).

C.7. A current detailed construction cost estimate for each of the project components. Show quantities, unit prices, and total costs and provide a basis for the determination of construction contingencies. The total of this estimate should match the construction line item of the SF-424C.

C.8. Real property acquisition. If the budget includes costs for acquisition of real property, include a current fair market value appraisal completed by a certified appraiser for the property to be purchased.

C.9. A list of all permits required for the proposed project and their current status. Identify all permits required; include the timeline to obtain the permits and discuss how the permitting relates to the overall project schedule. If the project crosses a railroad right-of-way or is within a railroad right-of-way, explain any permitting or approvals that may be required from the railroad or other authority and the timeframe for obtaining these permits or approvals.

C.10. An overall estimated project schedule. This schedule should agree with the project schedule outlined in the ED-900. Include the number of months for each of the following:

i. design period;
ii. period of time to obtain required permits;
iii. period of time to obtain any required easements or rights-of-way;
iv. solicitation of bids and awarding of contracts, and
v. construction period.

C.11. Overall project budget breakdown. For each "cost classifications" line item that the applicant indicates will be included in the project budget on Form SF-424C, the applicant must provide a breakdown of the proposed project costs and tasks that is consistent with the detailed construction cost estimate for the project provided in the PER.

Preliminary ER.pdf | Add Attachment | Delete Attachment | View Attachment

D. Title Requirements

D.1. Does the applicant currently hold title to all project facilities, underlying land, necessary easements, and rights-of-way required for the project?

☒ Yes (go to question D.2) ☐ No (explain below)

D.1.a. If No, does the applicant plan to obtain title?

☐ D.1.a.i. Yes

How and when will the applicant obtain title? (After answering, go to question D.2)

☐ D.1.a.ii. No

Please explain why not

D.1.b. If you indicated that the applicant does not currently have title and does not intend to obtain title, does the applicant hold a long-term lease or hold interest in project property for a period not less than the estimated useful life of the project?

☐ D.1.b.i. Yes. Go to question D.2

☐ D.1.b.ii. No. Please explain below how the applicant will satisfy EDA's title regulation at 13 C.F.R. § 314.7.

D.2. EDA regulations normally require recipients to provide a security interest and/or covenant of use in the real property or significant items of tangible personal property acquired or improved with EDA investment assistance (see 13 C.F.R. §§ 314.8 & 314.9). Will you be able to provide the required security interest?

☒ Yes ☐ No (explain how you will satisfy the requirements of 13 C.F.R. §§ 314.8 & 314.9)

D.3. Will real property or project facilities to be acquired or improved with EDA investment assistance, including any industrial or commercial park acreage, be mortgaged or used to collateralize any type of financing, including but not limited to bonds or tax credits, or is any real property to be used for the project currently mortgaged or being used as collateral?

☐ Yes (explain below) ☒ No

D.4. Describe any required State permits, easements, rights-of-way or leases necessary to construct, operate, and maintain the project.

State Environmental Resource Permit (ERP)
National Pollutant Discharge Elimination System (NPDES) Permit for Construction Activity
Gopher Tortoise Relocation Permit
FDEP Industrial Wastewater Permit
Section 404 Permit or Corps of Engineers Dredge and Fill Permit
Southwest Florida Water Management District (SWFWMD) Permit for wetland impacts

D.5. Describe any liens, mortgages, other encumbrances, reservations, reversionary interests or other restrictions on the applicant's interest in the property.

There are no restrictions on the applicant's interest in the property.

D.6. Is the project located on a military or Department of Energy installation that is closed or scheduled for closure or realignment?

☐ Yes ☒ No

D.7. Does the project involve construction within a railroad's right-of-way or over a railroad crossing?

☐ Yes (explain below) ☒ No

D.8. Does the project include construction of a highway owned by a State or local government (other than the applicant)?

☐ Yes (explain below) ☒ No

E. Sale or Lease

E.1. Does the applicant intend to sell, lease, transfer, dedicate or otherwise convey any interest in the project facilities, underlying land, or any land improved with EDA investment assistance?

☐ Yes (explain below) ☒ No

E.2. Is the purpose of the project to construct facilities to serve an industrial or commercial park or sites owned by the applicant for sale or lease to private parties?

☒ No ☐ Yes

Identify the owners of the acreage, provide an estimate of the number of acres benefiting from the proposed investment and explain how EDA's requirements will continue to be met after any sale or lease.

Note: Applicants may be asked to provide documentation that EDA's requirements will continue to be met after the sale or lease of project property.

E.3. Is the purpose of the project to construct facilities to serve a privately owned industrial or commercial party or other privately owned sites for sale or lease?

☒ No ☐ Yes

If Yes, identify the owners of the acreage, estimate the number of acres benefiting from the proposed investment, and explain below how EDA's requirements will continue to be met after the sale or lease. Note that EDA may require that the private owner agree to certain restrictions on the use of the property and may require that those restrictions survive any sale or transfer of the property. In addition, EDA may require evidence that the private party has title to the park or site and may require the private party to provide other assurance that EDA determines are necessary to ensure that the property is used in a manner consistent with the project purpose. See 13 C.F.R. § 314.3(c) and § 314.7.

E.4. For privately owned land improved by the proposed project, is the private owner willing to enter into an agreement to limit the sale price of the improved land to its fair market value before the improvements for a reasonable period of time?

☐ Yes (explain below) ☒ No/Not applicable (no private owners)

E.5. Is the purpose of the project to construct, renovate or purchase a building?

☐ Yes (explain below) ☒ No

E.5.a. Will the building be leased in whole or in part?

☐ Yes (explain below) ☐ No

E.5.b. Is the purpose of the building to provide incubator space to new companies?

☐ Yes (explain below) ☐ No

E.5.c. Will there be limitations on the length of the lease term?

☐ Yes (explain below) ☐ No

E.5.d. Is the purpose of the project to provide building space to a single user or multiple users?

☐ Yes ☐ No

E.5.e. Explain below the terms of any proposed lease.

F. State Historic Preservation Requirements

Have comments from the appropriate State Historic Preservation Officer (SHPO) already been received?

☐ Yes (attach comments) ☒ No

Add Attachment | Delete Attachment | View Attachment

Note: If comments have not already been received, the applicant will be required to submit materials to SHPO. Regardless of whether the applicant believes historic or archaeological artifacts are present, the applicant will be required work with its SHPO. Specific requirements for states' SHPOs can generally be found on their websites. Applicants can also request additional information from EDA Regional Offices.

Please note that the SHPO clearance process can be lengthy. When submitting this material to the SHPO, the applicant must request that the SHPO submit comments on the proposed project to the EDA Regional Office processing the application.

G. National Environmental Policy Act (NEPA) Requirements

G.1. Please attach an environmental narrative and applicant certification clause using the template found on www.eda.gov.

Environmental Narrative.pdf | Add Attachment | Delete Attachment | View Attachment

Federal agencies are required by law to assess the expected environmental impacts associated with proposed federal actions. Depending on its analysis of information submitted by the applicant, EDA may request additional information to better understand the current environmental conditions and the project elements that will affect the environment.

Comprehensive information is required to complete an environmental review in accordance with NEPA. Information must be provided for the:

(i) site where the proposed project facilities will be constructed and the surrounding areas affected by its operation; and

(ii) areas to be affected by any primary beneficiaries of the project.

(iii) The information submitted must be sufficient to evaluate all reasonable alternatives to the proposed project and the direct and indirect environmental impacts of the project, as well as the cumulative impacts on the environment as defined in the regulations for implementing the procedural provisions of NEPA. See 40 C.F.R. parts 1500-1508.

The level of detail should be commensurate with the complexity and size of the project and the magnitude of the expected impact. Previously completed environmental impact documentation (assessments, impact statements, etc.) for activities in the region in which the proposed project will be located may be used as documentation.

H. Business Incubators and Accelerators

Does the applicant intend to construct or renovate a business incubator, accelerator, commercialization center, or similar project?

☒ No ☐ Yes

Please attach a feasibility study demonstrating the need for the Project and an operational plan based on industry best practices demonstrating the Eligible Applicant's plan for ongoing successful operations. See the applicable NOFO for additional information and guidance.

Add Attachment | Delete Attachment | View Attachment

Abandoned Runway Rehabilitation and Infield Development

PRELIMINARY ENGINEER'S REPORT

Brooksville-Tampa Bay Regional Airport (BKV)
Hernando County, Florida

Prepared for:

August 2025

MDG MOHSEN DESIGN GROUP
2202 N. Westshore Blvd., Suite 200
Tampa, Florida 33607

TABLE OF CONTENTS

1.0 Introduction 2
2.0 Project Description 2
3.0 Design Standards 3
4.0 Dimensions and Quantities 3
5.0 Feasibility Analysis 3
6.0 Method of Construction 4
7.0 Construction Contracts 4
8.0 Construction Cost of Project Components 4
9.0 Real Property Acquisition 4
10.0 Permits Required 4
11.0 Overall Estimated Project Schedule 4
12.0 Overall Project Budget Breakdown 5

APPENDIX:
Appendix A: Cost Estimate of Project Components

1.0 Introduction

Brooksville-Tampa Bay Regional Airport (BKV) was constructed in 1942 and is owned and operated by the Hernando County Board of County Commissioners (County). The County intends to implement several improvements within the infield area as depicted in Figure 1 below. To complete the design and construction of the proposed improvements, the County will be requesting federal funding through the Economic Development Administration (EDA) 2025 Disaster Supplemental assistance program.

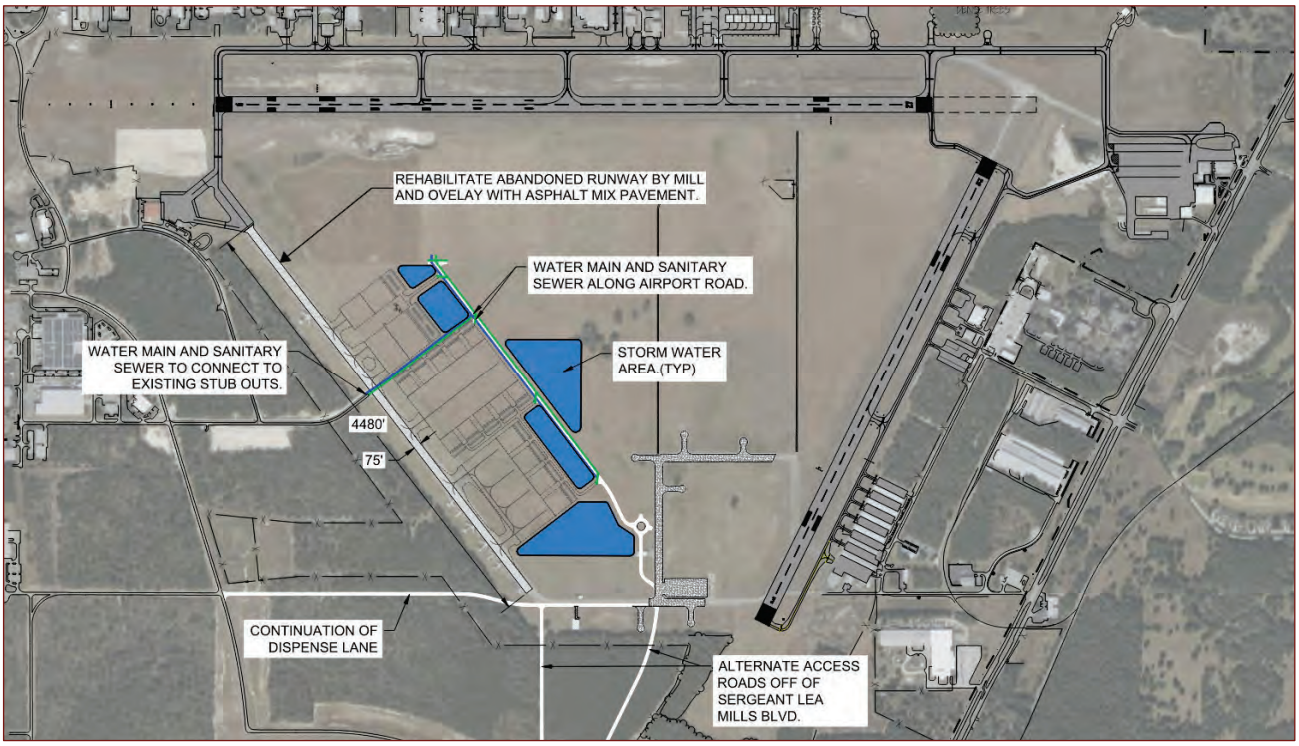


Figure No. 1 – Infield Development

2.0 Project Description

To ensure the safe operation of aircraft within the proposed development and facilitate access to these areas, the project will include the following elements:

1. Rehabilitate the concrete paved abandoned runway for use as a taxiway. The existing abandoned runway is 150 feet wide by 4,480 feet long. This rehabilitation will consist of milling a 75-foot-wide portion along the center line and resurfacing with new asphalt mix pavement for a total rehabilitation area of 336,000 SF. Additional items associated with this rehabilitation will include installing edge lights and signage. Once completed, the new Airplane Design Group (ADG) IV taxiway will facilitate aircraft access from the future infield development to existing Runway 9-27.
2. Install infrastructure to support future infield development that includes constructing about 11,930 linear feet of 24-foot-wide asphalt paved roadway.
3. Perform earthwork that includes cutting, filling, grading, and compaction operations.
4. Install about 4,000 linear feet of water pipes.
5. Install about 4,600 linear feet of sanitary sewer pipes and 14 sanitary sewer manholes.
6. Construct about 26 acres of stormwater management facilities.

7. Clear and grub about three (3) acres of wooded land.
8. Install about 50,000 square feet of sodding.
9. Install about 10,000 square feet of pavement markings.

3.0 Design Standards

This project will be designed and constructed according to the following technical design criteria:

1. FAA AC 150/5300-13B – Change 1, "Airport Design"
2. FAA AC 150/5320-6G, "Airport Pavement Design and Evaluation"
3. FAA AC 150/5340-1M, "Standards for Airport Marking"
4. FAA AC 150/5370-2G, "Operational Safety on Airports During Construction"
5. FAA AC 150/5370-10H, "Standard Specifications for Construction of Airports"
6. FAA AC 150/5340-30J, "Design and Installation Details for Airport Visual Aids"

4.0 Dimensions and Quantities

Dimensions and quantities of the project's main elements are depicted on Figure 2 below:

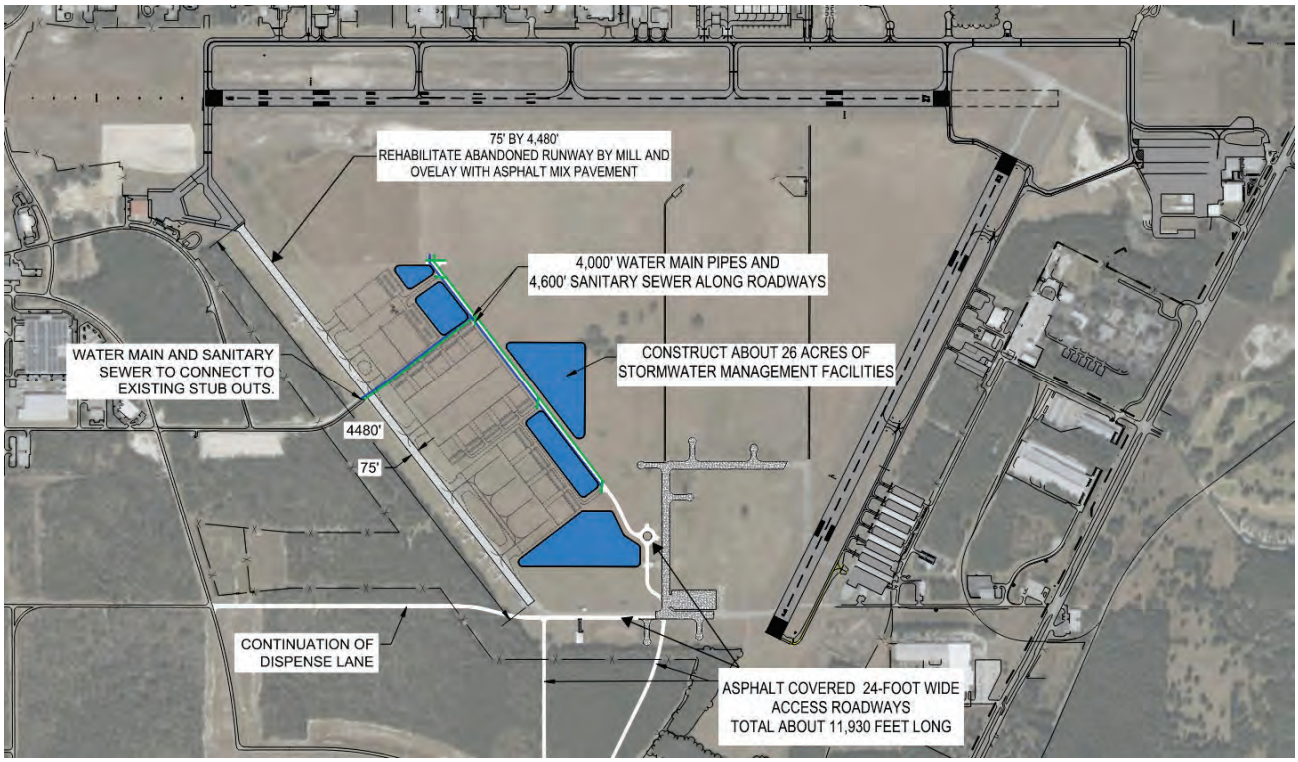


Figure No. 1 – Project Main Elements

5.0 Feasibility Analysis

The existing decommissioned runway consists of concrete paved surface while the remaining portions of the project site are grassed covered. No existing features, alignments, or circumstances are anticipated to impact the proposed construction.

6.0 Method of Construction

The construction of this project will follow traditional method of bidding. Construction documents will be issued to competitive bidders for sealed bid process.

7.0 Construction Contracts

It is anticipated that the construction of this project will be awarded to one general contractor that will be responsible for executing all project elements including rehabilitation of the abandoned runway, construction of roadways, construction of stormwater management facilities, earthwork operations, and installation of utilities.

8.0 Construction Cost of Project Components

Construction costs and unit prices were established using recent projects within the Hernando County area. The total probable construction cost for this project is estimated at $17,000,000. This total includes an allowance for Construction Administration (CA) services and a 15% contingency. This contingency is added to allow for future escalation in labor and unit cost. See attached Cost Estimate in Appendix A for details.

9.0 Real Property Acquisition

The Airport is owned and operated by the County; no real property acquisition is be anticipated.

10.0 Permits Required

It is anticipated that permits will be required through Southwest Florida Water Management District (SWFWMD) Environmental Resource Permit, Florida Department of Environmental Protection (FDEP) sanitary and potable water connection permits, FAA 7460 Determination, City of Brooksville Building Permit. While permit times can vary based on agency backlog and review time, it is assumed that permitting will take approximately 130 days.

As an Environmental Assessment is currently being performed at BKV, it is assumed that an additional assessment will not be required. The environmental permitting through FAA will vary based on the results of the Assessment, however it is anticipated that a Categorical Exclusion (CatEx) will be reviewed concurrently with other permitting tasks.

11.0 Overall Estimated Project Schedule

This project will be divided into phases to minimize interruption to Airport Operations. A Notice to Proceed for the proposed construction is anticipated in July 2026 and estimated to take 730 consecutive calendar days as follows:

Task	Duration
Design/Data Collection – Not Included in This Grant	6 Months
Permitting – Not Included in this Grant	4.5 Months
Obtain Easements/Right-of-Way – Not Included in This Grant	Not Anticipated
Solicitation, Bidding and Award – Not Included in This Grant	2 Months
Mobilization Period	2 Months
Construction (All Phases)	9 Months
Close Out	1 Month
Total Project Duration:	**24.5 Months**

12.0 Overall Project Budget Breakdown

Project budget breakdown for each cost classification is included on Form SF-424C under a separate attachment.

APPENDIX A

Cost Estimate of Project Components

Preliminary Cost Estimate
In-Field Development
Brooksville-Tampa Bay Regional Airport (BKV)

Item No.	Spec No.	Item Description	Unit	Quantity	Unit Price	Item Total
1		Safety, Security, and Maintenance of Airfield Operations	LS	1	$125,000.00	$125,000.00
2		Project Record Documents - As-Built Survey	LS	1	$50,000.00	$50,000.00
3		Contractor Quality Control Program	LS	1	$125,000.00	$125,000.00
4		Temporary Pollution, Erosion, and Siltation Control	LS	1	$125,000.00	$125,000.00
5		Mobilization	LS	1	$1,300,000.00	$1,300,000.00
6		Unclassified Excavations	CY	15,000	$15.00	$225,000.00
7		Stormwater Management Facility	AC	26	$90,000.00	$2,340,000.00
8		Tree Removal	AC	3	$15,000.00	$45,000.00
9		Clearing and Grubbing	AC	3	$10,000.00	$30,000.00
10		Asphalt Pavement 2"-Access Roads (@ 24' wide)	TN	3,700	$250.00	$925,000.00
11		Lime Rock	CY	8,000	$100.00	$800,000.00
12		Prime Coat	GAL	3,200	$4.50	$14,400.00
13		Tack Coat	GAL	2,550	$4.50	$11,475.00
14		Final Reflective Markings (White and Yellow)	SF	10,000	$4.25	$42,500.00
15		Sodding	SY	50,000	$5.00	$250,000.00
16		Water Main	LF	4,000	$125.00	$500,000.00
17		Sanitary Sewer	LF	4,600	$125.00	$575,000.00
18		Sanitary Sewer Manhole	EA	14	$8,000.00	$112,000.00
19		Abandoned Runway Rehab (75' x 4,480') @ 5.5" Asphalt	LS	1	$6,250,000.00	$6,250,000.00
20		Lift Station	EA	1	$200,000.00	$200,000.00
21		Signage	LS	1	$50,000.00	$50,000.00
					Total Construction:	**$14,095,375.00**

Construction:	**$14,100,000**
15% Contingency:	**$2,100,000**
CA Services (including testing and inspections):	**$800,000**
Total Project Cost (Including 15% Contingency):	**$17,000,000**

8/21/2025

Economic Development Administration
U.S. Department of Commerce
1401 Constitution Avenue NW
Washington, DC 20230

Subject: EDA Application Brooksville – Tampa Bay Regional Airport Critical Infrastructure Construction Project

To Whom if May Concern:

On behalf of Brooksville – Tampa Bay Regional Airport (BKV), I am pleased to express our full commitment to the successful implementation of Brooksville – Tampa Bay Regional Airport (BKV) Critical Infrastructure Construction Project, for which Hernando Cunty Board of County Commissioners is seeking funding through the Economic Development Administration (EDA) grant program. Our organization is dedicated to fostering economic growth, job creation, and sustainable development in Hernando County Florida, aligning with the EDA's mission to promote innovation and economic resilience.

BKV pledges to provide the following support to ensure the project's success:

BKV is well-positioned to drive regional economic development through business incentives offered by Hernando County and the State of Florida, tied to capital investment, job creation, wage levels, and facility size. To further attract and retain high-impact employers, BKV may offer flexible, performance-based land lease discounts or other considerations for both aviation and non-aviation companies relocating or expanding within the project area—supporting EDA's mission to foster economic resilience and private-sector growth.

BKV has a proven track record of successfully managing economic development initiatives, including the successful attraction of aviation and non-aviation private investment representing the support of more than 2,000 jobs. We are confident our expertise, combined with the EDA's support, will lead to measurable outcomes, such as the creation of new sites to increase private investment, create new job opportunities, and diversify the Hernando County economy.

Should you require additional information or documentation, please contact me at 352-754-4061. We look forward to partnering with the EDA to drive economic prosperity in Hernando County Florida.

Sincerely,

Valerie Pianta

Valerie Pianta, MEDP
Acting Airport Manager

TBRPC
TAMPA BAY REGIONAL PLANNING COUNCIL

Slate of Officers
Mayor Maureen Freaney, Chair
Commissioner René Flowers, Vice Chair
Commissioner Rebecca Bays, Secretary/Treasurer
Mayor Woody Brown, Past Chair
Wren G. Krahl, Executive Director

4000 Gateway Centre Blvd., Suite 100
Pinellas Park, Florida 33782
(727) 570-5151
info@tbrpc.org
www.tbrpc.org

August 5, 2025

Letter of CEDS Consistency for Hernando County's Brooksville – Tampa Bay Regional Airport (BKV) Taxiway Resurfacing and Infield Infrastructure Project

As the region's EDA-designated Economic Development District (EDD), the Tampa Bay Regional Planning Council (TBRPC) wishes to express that Hernando County's Taxiway Resurfacing and Infield Infrastructure Project at the Brooksville - Tampa Bay Regional Airport and Technology Center (BKV), is aligned with the Tampa Bay Comprehensive Economic Development Strategy (CEDS). The TBRPC enthusiastically supports Hernando County in its application for the EDA FY25 Disaster Supplemental funding.

Hernando County's fully designed project will expand critical infrastructure to enhance the airport's capacity to accommodate new business investment, create quality jobs, support disaster resilience, and promote economic diversification and growth in the region. The project will resurface 5,700 feet of deactivated runway, expand service road access, and install water and sewer utilities to the infield area of the airport.

By incorporating 500 additional acres of service ready sites, BKV will be better equipped to accommodate larger facilities for aircraft maintenance and repair, increased commercial spaces, and new manufacturing enterprises. Hernando County estimates that this critical infrastructure development will enable the creation of 100 high-paying jobs post-construction. Two industries, Judah 1 Aviation, Inc. and Pem Air, have already expressed support for the project. Increased land viability will also improve regional disaster resilience by providing additional space for Department of Defense paratrooper training and National Guard deployment.

This project most directly supports CEDS Goal 1 *("To support the development of a diversified economy by expanding the quantity and quality of job opportunities")*, CEDS Goal 2 ("*To support programs and strategies, including international trade, which assist in the retention, expansion, and attraction of businesses.")*, CEDS Goal 6 *("To ensure that there is a superior network of public infrastructure with supportive land use regulations to maintain the region as a competitive location for targeted industries and to provide for public safety and homeland security")*, and CEDS Goal 12 *("To promote a regional perspective on multi-modal transportation systems for people, goods and services that includes transit, highway, seaport, airport, rail, broadband, and multi-use trail planning and development.")*

The TBRPC has full confidence that, if funded, this Taxiway Resurfacing and Infield Infrastructure project will contribute to the Tampa Bay region's economy and strengthen the region's resiliency.

Sincerely,

Wren G. Krahl
Executive Director
Tampa Bay Regional Planning Council

Greater Hernando County CHAMBER OF COMMERCE
STEP UP TO SUCCESS
www.hernandochamber.com

August 18, 2025

Economic Development Administration
U.S. Department of Commerce
1401 Constitution Avenue NW
Washington, DC 20230

Subject: EDA Application Brooksville – Tampa Bay Regional Airport Critical Infrastructure Construction Project

To Whom it May Concern:

On behalf of the Greater Hernando County Chamber of Commerce, we are pleased to express our full commitment to the successful implementation of Brooksville – Tampa Bay Regional Airport (BKV) Critical Infrastructure Construction Project, for which we are seeking funding through the Economic Development Administration (EDA) grant program. Our organization is dedicated to fostering economic growth, job creation, and sustainable development in Hernando County Florida, aligning with the EDA's mission to promote innovation and economic resilience.

The Greater Hernando County Chamber of Commerce (Chamber) pledges to provide the following support to ensure the project's success: Committed to serving as the voice of the business community, ensuring effective communication and providing critical updates on legislative and local issues that may impact our members' businesses. We will actively collaborate with BKV staff and contractors awarded contracts for the construction of the new taxiway to assist in identifying and connecting with essential suppliers and vendors to support the project's success.

Our leadership will promote the project within the local and regional business communities, serving as a forum for regular updates and fostering engagement. Additionally, the Chamber will engage with County and State regulatory agencies and elected officials to advocate for the project's success. This policy initiative aims to ensure the project achieves its objectives, including the development of serviced aviation and manufacturing sites to drive private investment and job creation in the region.

Should you require additional information or documentation, please contact me at 352-796-0697. We look forward to partnering with the EDA to drive economic prosperity in Hernando County Florida.

Sincerely,

Nick Holmes, Chair
2025 Board of Directors

15588 Aviation Loop Drive · Brooksville, FL 34604
352-796-0697

August 18, 2025

Economic Development Administration

U.S. Department of Commerce

1401 Constitution Avenue NW

Washington, DC 20230

Subject: EDA Application Brooksville – Tampa Bay Regional Airport Critical Infrastructure Construction Project

To Whom if May Concern:

On behalf of CareerSource Pasco Hernando, I am pleased to express our full commitment to the successful implementation of Brooksville – Tampa Bay Regional Airport (BKV) Critical Infrastructure Construction Project, for which we are seeking funding through the Economic Development Administration (EDA) grant program. Our organization is dedicated to fostering economic growth, job creation, and sustainable development in Hernando County Florida, aligning with the EDA's mission to promote innovation and economic resilience.

CareerSource Pasco Hernando pledges to provide the following support to ensure the project's success:

CareerSource Pasco Hernando, also known as the Pasco-Hernando Workforce Board, is dedicated to advancing economic development in our region by fostering a skilled, high-quality workforce that supports the success of local businesses and enhances community well-being. We commit to actively partnering with BKV staff and contractors awarded contracts for the construction of the new taxiway to facilitate worker recruitment and develop tailored training programs to elevate the skills required throughout the project's duration.

To ensure effective coordination, we will designate a Business Services Manager as the primary point of contact for these companies during the construction phase. This policy initiative is designed to support the project's objectives, including the creation of serviced aviation and manufacturing sites to promote private investment and economic growth in the region.

info@careersourcepascohernando.com
PO Box 6589 | Spring Hill, FL 34611
p: 352-593-2222 | f: 352-593-2200

CareerSource Pasco Hernando has a proven track record of successfully managing economic development and workforce initiatives, including recent workforce training and employer partnership programs that have directly supported job creation and helped strengthen key sectors such as healthcare, advanced manufacturing, and information technology. These efforts have not only created employment opportunities but have also revitalized local industries by ensuring a steady pipeline of skilled workers prepared to meet evolving business needs. We are confident that our expertise, combined with the EDA's support, will lead to measurable outcomes, such as the creation of new sites to increase private investment, create new job opportunities, and diversify the Hernando County economy.

Should you require additional information or documentation, please contact me at (352) 585-2830 or by email at jsalatino@careersourcepascohernando.com. We look forward to partnering with the EDA to drive economic prosperity in Hernando County Florida.

Sincerely,

Jerome Salatino

CEO/President

BOARD OF DIRECTORS

OFFICERS
Chairman
Cliff Manuel, Jr.
Vice Chairman
Tyler Stapleton
Secretary/Treasurer
Robert Buckner
Immediate Past Chair
Travis Wellman
President
Duane Chichester

DIRECTORS
John Baker
Frank Cassara
Tim Collins
Bobby Ginn
Curtis Delaquil
Jim Kimbrough
David Lambert
Sebastian Leon
Skip Miller
John Mitten
Rick Pearson
Jennifer Rey
Danielle Ruiz
Ken Wicker

SPONSORS
Argus Consulting
Bravera Health
Brooksville Quarry
Buckner & Associates
Capital City Bank
Cemex
Centennial Bank
Chick-fil-A
Coastal Engineering
Duke Energy
Hogan Law
JE Dunn Construction
Oak Hill Hospital
Pearson Industries
TECO Peoples Gas
Truist
Tampa Electric/Peoples Gas
Withlacoochee River Electric

HERNANDO PROGRESS, INC.

August 22, 2025

Economic Development Administration
U.S. Department of Commerce
1401 Constitution Avenue NW
Washington, DC 20230

Subject: EDA Application Brooksville – Tampa Bay Regional Airport Critical Infrastructure. Construction Project

To Whom if May Concern:

Hernando Progress, Inc., a private nonprofit business organization representing the key business leaders in Hernando County, Florida is pleased to express our support for the funding through the Economic Development Administration (EDA) grant program required to implement the Brooksville – Tampa Bay Regional Airport (BKV) Critical Infrastructure Construction Project. Our organization is dedicated to fostering economic growth, job creation, and sustainable development in Hernando County Florida, aligning with the EDA's mission to promote innovation and economic resilience.

Hernando Progress will provide support and actively work in partnership with BKV staff and qualified contractors for the successful completion of the new BKV taxiway; support for the project will engage the local and regional business community needed to engage County/State agencies and elected leadership to support the project. This support initiative will seek to ensure the project meets its objectives, including creating serviced aviation and manufacturing sites to support the growth and expansion of private investment and job creation.

Hernando Progress, Inc. has a proven track record of successfully managing economic development initiatives, including: the funding of a future land use study, community education on economic development and uniting the Hernando County Business Community. We are confident that our expertise, combined with the EDA's support, will lead to measurable outcomes, such as the creation of new sites to increase private investment, create new job opportunities, and diversify the Hernando County economy.

Sincerely,

8/22/25

Cliff Manuel, Jr. Chairman
Hernando Progress, Inc.
cliff@coastal-engineering.com
(352) 796-9423

NATURE COAST MANUFACTURERS' ASSOCIATION, INC.

Date: Friday, August 22, 2025

Economic Development Administration
U.S. Department of Commerce
1401 Constitution Avenue NW
Washington, DC 20230

Subject: EDA Application Brooksville – Tampa Bay Regional Airport Critical Infrastructure Construction Project

To Whom If May Concern:

On behalf of the Nature Coast Manufacturers' Association, I am pleased to express our full commitment to the successful implementation of Brooksville – Tampa Bay Regional Airport (BKV) Critical Infrastructure Construction Project, for which we are seeking funding through the Economic Development Administration (EDA) grant program. Our organization is dedicated to fostering economic growth, job creation, and sustainable development on Florida's Nature Coast, aligning with the EDA's mission to promote innovation and economic resilience.

The Nature Coast Manufacturers Association (NCMA) is dedicated to enhancing the business environment for manufacturers on the Nature Coast including Hernando County through advocacy, effective communication, and the provision of education, training, and collaborative resources tailored to the needs of local manufacturers.
Nature Coast Manufacturers' Association pledges to provide the following support to ensure the project's success: NCMA commits to actively collaborating with BKV staff and contractors on the construction of the new taxiway. Our organization will assist in identifying and connecting with suppliers and vendors essential to the project's success. Additionally, NCMA leadership will promote the project within the local and regional business communities and engage with County and State regulatory agencies and elected officials to ensure robust support.

This policy initiative aims to facilitate the project's objectives, including the development of serviced aviation and manufacturing sites, to foster private investment and job creation in the region.
NCMA has a proven track record of successfully managing economic development initiatives including: disaster preparedness, Connex supply chain support, advocacy for manufacturers, and workforce training. We are confident that our expertise, combined with the EDA's support, will lead to measurable outcomes, such as the creation of new sites to increase private investment, create new job opportunities, and diversify the Hernando County economy.

Should you require additional information or documentation, please contact me at (352) 428-4220. We look forward to partnering with the EDA to drive economic prosperity in Hernando County Florida.

Sincerely,

Duane Chichester
Executive Director
Nature Coast Manufacturers' Association

The School District of Hernando County, Florida
Wilton Simpson Technical College
17050 Spring Hill Dr.
Brooksville, FL 34604
Phone: (352) 797-7018
Fax: (352) 797-7118

Superintendent: *Ray Pinder*
Board Chairperson: *Shannon Rodriguez*
Vice Chairperson: *Mark Johnson*
Board Members:
Michelle Bonczek
Susan Duval
Kayce Hawkins

August 21, 2025

Economic Development Administration
U.S. Department of Commerce
1401 Constitution Avenue NW
Washington, DC 20230

Subject: EDA Application Brooksville – Tampa Bay Regional Airport Critical Infrastructure Construction Project

To Whom if May Concern:

On behalf of Wilton Simpson Technical College, I am pleased to express our full commitment to the successful implementation of Brooksville – Tampa Bay Regional Airport (BKV) Critical Infrastructure Construction Project, for which we are seeking funding through the Economic Development Administration (EDA) grant program. Our organization is dedicated to fostering economic growth, job creation, and sustainable development in Hernando County Florida, aligning with the EDA's mission to promote innovation and economic resilience.

Wilton Simpson Technical College pledges to provide the following support to ensure the project's success:

Wilton Simpson Technical College is committed to empowering our community through high-quality, innovative educational programs that foster growth and success. We will actively collaborate with BKV staff and contractors during the construction of the new taxiway to identify and develop training programs aimed at enhancing the skills of both existing and new employees throughout the project's duration.

In partnership with key stakeholders, we will maintain ongoing communication with companies involved to promptly address their immediate workforce needs. This policy initiative is designed to support the project's objectives, including the development of serviced aviation and manufacturing sites, to promote private investment and economic growth in the region.

We are confident that our expertise, combined with the EDA's support, will lead to measurable outcomes, such as the creation of new sites to increase private investment, create new job opportunities, and diversify the Hernando County economy.

Should you require additional information or documentation, please contact me at 352-797-7018. We look forward to partnering with the EDA to drive economic prosperity in Hernando County Florida.

Sincerely,

Dr. Radiah Dent
Director of Adult and Technical Education
Wilton Simpson Technical College
dent_r@hcsb.k12.fl.us

It is the policy of the Hernando County School District not to illegally discriminate or allow its employees to illegally discriminate on the basis of race, color, religion, national origin, age, sex, marital status, disability or GINA in its educational programs or employment practices.

299 1st Ave N,
St. Petersburg, FL 33701
,
o: 800.228.8485
c: 352.519.2399
www.duke-energy.com

September 2, 2025

Economic Development Administration
U.S. Department of Commerce
1401 Constitution Avenue NW
Washington, DC 20230

Subject: EDA Application Brooksville – Tampa Bay Regional Airport Critical Infrastructure Construction Project

To Whom It May Concern:

On behalf of Duke Energy Florida (DEF), I am pleased to express our full commitment to the successful implementation of Brooksville – Tampa Bay Regional Airport (BKV) Critical Infrastructure Construction Project, seeking funding through the Economic Development Administration (EDA) grant program. Our organization is dedicated to fostering economic growth, job creation, and sustainable development in Hernando County Florida, aligning with the EDA's mission to promote innovation and economic resilience. DEF plans to continue to provide the following support to ensure the project's success.

DEF will be a key partner with BKV in business recruitment and regional positioning. Our team will market the facility to our network of site consultants and showcase BKV to help attract investment and job creation to the area. DEF will continue to work with BKV staff and the Hernando Office of Economic Development and periodically offer marketing grants to elevate the airport's visibility.DEF has a proven track record of successfully managing economic development initiatives, including providing strategic support that can significantly enhance the growth potential of BKV.

DEF successfully completed a Site Readiness Program project on a 283-site located on the south side of the proposed project at BKV. This Site Readiness project positioned the site for the attraction of aviation, logistics, or advanced manufacturing tenants. We are confident that our expertise, combined with the EDA's support, will lead to measurable outcomes, such as the creation of new sites to increase private investment, create new job opportunities, and diversify the Hernando County economy.

Should you require additional information or documentation, please contact me at Staci.Bertrand@Duke-Energy.com. We look forward to partnering with the EDA to drive economic prosperity in Hernando County Florida.

Sincerely,

Staci Bertrand

Staci Bertrand, MBA, M. Ed
Senior Economic Development Manager

Office of the Assistant Secretary
U.S. Economic Development Administration
1401 Constitution Avenue NW Suite 71014
Washington, D.C. 20230

RE: EDA Disaster Supplemental Grant - Brooksville-Tampa Bay Regional Airport Critical Infrastructure Construction Project

Dear Acting Assistant Secretary Page:

As the Representative of the 12th Congressional District of Florida, the Office of Congressman Gus Bilirakis is pleased to provide this letter of support for the Hernando County Board of County Commissioners, Brooksville-Tampa Bay Regional Airport Critical Infrastructure Construction Project. Hernando County has a long-demonstrated success of securing funding from the U.S. Department of Transportation, Federal Aviation Administration, and various other federal and state funding sources.

The functional taxiway expansion will enable aviation-related industry into 150 acres of adjacent infield property and support future commercial and light industrial development opportunities across an additional 500 acres of adjacent employment-designated land. The proposed project, backed by my office, will create direct and indirect/induced high-wage jobs in aerospace, maintenance, repair and operations (MRO) and manufacturing. The direct benefit to the citizens of Florida's 12th Congressional District, including those of Hernando County, will be through the increase in local employment opportunities and reducing out-commuting. It will enhance economic reliance for District 12 communities by diversifying the tax base and attracting private investment improving median household incomes. The modern, hurricane-resilient infrastructure will mitigate future disruptions and improve economic vitality.

It is for these reasons; I encourage you to support the Hernando County *Brooksville-Tampa Bay Regional Airport Critical Infrastructure Construction Project*. Thank for you for consideration.

Sincerely,

DRAFT

Revised March 2025. Please check EDA's website before using this template to confirm that you are using the latest version. As of the date of this version, the current template can be found at the bottom of the "Programs" page at EDA.gov.

Environmental Narrative Requirements
The National Environmental Policy Act (NEPA) requires Federal agencies to assess the potential environmental impacts associated with proposed federal actions, including financial assistance. Applicants are encouraged to contact their designated Economic Development Representative or the applicable EDA Regional Environmental Officer with questions regarding this template and/or the appropriate level of documentation (please see the EDA website or the applicable Federal Funding Opportunity for contact information). Resources of available information are listed in many of the sections. If you are using a locally saved copy of this template, please check EDA's website to confirm this is the current version.

Several issues discussed in the environmental narrative below may require consultation with other State or Federal agencies at a later date (for example, the State Historic Preservation Office, the U.S. Fish and Wildlife Service, or the National Oceanic and Atmospheric Administration's (NOAA) National Marine Fisheries Service (NMFS)). While EDA does not require that applicants complete such consultations before submitting an initial application, applicants should be aware that in the event their project is selected for further evaluation for funding, EDA may delegate these consultations to the applicant and expect them to be completed in an expeditious manner and prior to approval of an award.

Applicants must provide information on the following items in the environmental narrative. For any area in which the applicant asserts that an item is not applicable to a project, provide an explanation.

A. PROJECT DESCRIPTION

1. Beneficiaries

Identify any existing businesses or major developments that will benefit from the proposed project, and those that will expand or locate in the area because of the project.

Beneficiaries from the proposed project will include aeronautical and non-aeronautical businesses that have shown interest in establishing facilities at the Brooksville-Tampa Bay Regional Airport (BKV). Existing tenants will have the opportunity to expand their operations at BKV. Additionally, Hernando County's ability to develop the airport's industrial park and infield areas will support new economic opportunities by attracting more tenants. The trickle down will result in positive impacts on the economic development within Hernando County and the surrounding areas, including the introduction of new jobs.

2. Proposed Construction

As an exhibit to this Narrative, provide a topographical map of the project area and a site map (with legend and north arrow) displaying the project location and boundaries, existing and proposed project components and location of all sites and/or companies benefitting from the proposed project. The documents should be of sufficient clarity for adequate interpretation of the Applicant's intentions.

Describe the project construction components in detailed, quantifiable terms. Describe the project location, proposed construction activities (e.g., grading, trenching), and schedule. **It is sufficient to simply reference the Preliminary Engineering Report (PER) here if a PER containing this information has been submitted or will be submitted concurrently.**

The project includes the rehabilitation of an abandoned runway for use as a taxiway and installation of infrastructure for future infield development. The existing abandoned runway consists of 150 feet by 4,480 feet concrete pavement. This abandoned runway will be rehabilitated by milling a 75-foot wide portion along the center line and resurfacing with new asphalt mix pavement for a total rehabilitation area of 336,000 square feet. Additional infrastructure to support future infield development will include constructing about 11,930 feet of 24-foot wide asphalt paved roadways, installing 4,000 feet of water lines, installing 4,600 feet of sanitary sewer pipes, installing 14 sanitary sewer manholes, installing 10,000 square feet of pavement marking, and constructing about 26 acres of stormwater management facilities. The project also includes about three (3) acres of site clearing and grubbing, and installation of 50,000 square yards of sod. The Site Plan is provided as Attachment A.

3. Need and Purpose

Provide a brief summary of the underlying need and purpose of the proposal for EDA funding.

In 2020, Hernando County began the development process of evaluating future development opportunities by preparing an Airport Infrastructure Development Plan (IDP) for the industrial park areas of the airport. The initial phase of the IDP evaluated land use, roadways, drainage, utilities, and other infrastructure needed to prepare various sites for development over the next ten years. The fundamental need is to address the lack of infrastructure. The project allows for expanding capacity, creating new jobs, attracting new businesses as well as supporting existing businesses/tenants. The project aids in stimulating the economic growth within Hernando County, enhancing airport functionality, supporting the community, and providing a foundation for growth and development.

This project includes the construction of the airport's infrastructure needed to maximize future development within the airport's infield area.

4. Alternatives to the Proposed Project

Based in the Need and Purpose summary above, provide a detailed description of alternative actions that were considered during the project planning but were not selected (e.g., alternative locations, designs, scopes, other projects having similar benefits, and a "no project" alternative). Explain why this project/site was selected as the preferred alternative. Provide detail on why other alternatives were rejected (e.g., did not meet the purpose and need of the project, implicated more environmental receptors, had greater regulatory hurdles, or were at greater risk to extreme weather events than the proposed action). If the selected project would impact wetlands or floodplains, please provide a detailed description of alternatives to those proposed impacts.

Overall, infrastructure related to road access and utilities were the same through the alternatives that were analyzed. The notable change between the alternatives was the location and size of the stormwater ponds. The no-action alternative would leave the

infield area undeveloped. All alternatives met the purpose and need. This project was selected above the other alternatives because it maximized the efficient use of available land while maintained required stormwater features.

B. HISTORIC/ARCHEOLOGICAL RESOURCES

Identify any known historic/archeological resources within the project site(s) or area of potential effect that are either listed on the National Register of Historic Places or considered to be of local or State significance and perhaps eligible for listing on the National Register. In many states, the State Historic Preservation Office (SHPO) maintains GIS databases of historic properties and cultural resources. Delineate an Area of Potential Effect (APE) for the project. The APE is the geographic area or areas within which a proposal may cause changes in the character or use of historic properties, which would include (but is not limited to) any new development or renovation by the beneficiary facilitated by the proposed EDA project. Discuss the potential impacts of the project on culturally significant resources and provide a determination as to whether there will be: no historical properties/cultural resources present; no historical properties/cultural resources adversely affected; or historical properties/cultural resources adversely affected.

Note that the applicant is not required to contact the SHPO until directed to do so by EDA. If comments from the SHPO have already been received, they should be attached along with copies of the information provided to the SHPO. If you wish to initiate early consultation, please consult the website of the appropriate SHPO for instructions on required information.

The National Park Service's National Register web-based map utility was used to review records of National Register of Historic Places (NRHP) listed properties that are not considered "sensitive or restricted" (such as archaeological sites) near BKV. This review indicated that there are no unrestricted NRHP-listed cultural, historical, or archaeological resources within or adjacent to the project site. Because the search does not include sensitive or restricted sites, sites that have yet to be discovered, or sites that may be eligible for listing but have not been officially listed to date, this review should only be preliminary.

The National Register of Historic Places (NRHP) indicates the closest historic sites are approximately seven miles northeast of the project site in the City of Brooksville. The five historic sites/places are the Jennings William Sherman House (98001252), the Russell Judge Willis House (99000046), the South Brooksville Avenue Historic District (98001203), the Frank Sexon House (98001321), and the May Stringer (97000210).

A Cultural Resource Assessment Desktop Analysis was completed as part of the Runway 9-27 Extension Environmental Assessment (EA) and indicated four previously recorded archaeological sites. These sites show lithic scatters which are either not eligible or have not been evaluated for listing in the NRHP. None of these sites are located within the project site. (See Attachment B)

Coordination with SHPO will occur during the Due Diligence phase prior to design to evaluate potential effects of proposed projects that are in previously undisturbed areas or

that may impact buildings or landmarks that are more than 50 years of age have the potential to impact cultural resources prior to construction.

C. AFFECTED ENVIRONMENT

For the resource areas identified below, indicate the effects or impacts from proposed project activities and specify proposed measures to mitigate probable impacts.

Effects or impacts means changes to the human environment from the proposed action or alternatives that are reasonably foreseeable and have a reasonably close causal relationship to the proposed action or alternatives, including those effects that occur at the same time and place as the proposed action or alternatives and may include effects that are later in time or farther removed in distance from the proposed action or alternatives.

Effects include ecological (such as the effects on natural resources and on the components, structures, and functioning of affected ecosystems), aesthetic, historic, cultural, economic (such as the effects on employment), social, or health effects. Effects may also include those resulting from actions that may have both beneficial and detrimental effects, even if on balance the agency believes that the effect will be beneficial.

Reasonably foreseeable means sufficiently likely to occur such that a person of ordinary prudence would take it into account in reaching a decision.

1. Affected Area

Describe the general project area, including topography, historic land usages, unique geological features, and economic history. Provide site photographs if available. Identify native vegetation and wildlife found in the project area or its immediate vicinity. Describe the amount and type of vegetation in the project area and indicate the impact to vegetation if removed (e.g., 1.2 acres of early successional native hardwood forest). Identify any designated State and National Parks, National Wildlife Refuges, or National Game Preserves located on or in the vicinity of the proposed project activities. Identify any Wilderness Areas, as designated or proposed under the Wilderness Act, or wild or scenic rivers, as designated or proposed under the Wild and Scenic Rivers Act, or other lands protected under state or federal law that are located on or in the vicinity of the proposed project activities.

1. Please describe any effects or impacts including reasonably foreseeable effects.

The Area of Potential Effect (APE) is located entirely within the BKV property boundary. There are no state/national parks, national wildlife refuges, national game preserves, or wild and scenic rivers within the APE. There is a combination of developed and undeveloped areas within the APE. Existing development in the APE includes the abandoned runway, which is being converted to a taxiway for airside access and Runway Drive, which currently provides landside access to that area. Construction of new access roads requires the disturbance of tree-covered areas located in the south and east sides of the APE. Attachment A depicts the APE for this project.

2. Coastal Zones

Indicate whether the project is located within a designated coastal zone subject to the Coastal Zone Management Act. Information on coastal zone boundaries is available on the NOAA's website. Identify any shorelines, beaches, dunes, or estuaries within or adjacent to the project

site(s) and explain how the proposed project is consistent with the state's Coastal Zone Management Plan. If state concurrence is required, identify the state's Coastal Zone Management Agency.

The Florida Coastal Zone covers the entire state. Therefore, the proposed project site is located in an area subject to the Florida Coastal Management Program (FCMP). The proposed project would be consistent with the enforceable policies of the FCMP. The proposed project would not affect coastal resources, create plans to direct future agency actions, propose rulemaking that alters uses of a coastal zone that are inconsistent with the Program, or involve Outer Continental Shelf (OCS) leases. The closest Coastal Barrier Resource System (CBRS) is located 28 miles southwest of the Airport (CBRS Unit: Anclote Key FL-87P).

3. Wetlands

Identify any wetlands within or adjacent to the project site(s). If available, provide an on-site wetland/waters delineation performed in accordance with the 1987 (or current version) USACE Wetland Delineation Manual, as amended. Provide any correspondence from USACE, including any jurisdictional determination or permit documents.

1. Provide a determination of effects including the amount of jurisdictional waters affected by type (e.g., 1.1 acres of palustrine emergent wetlands would be impacted by the proposed project).
2. If any wetlands would be impacted by the project, provide an analysis of alternatives to wetland impact in this section or in the Alternatives to the Project section above.
3. Describe any mitigation plans here or in Section D below.

Also indicate if there are any proposed overwater structures that could impact navigable waters as defined in 33 CFR part 329.

If wetlands, streams, or navigable waters may be impacted, it is recommended that Applicants contact USACE concerning any jurisdictional waters resources.

A portion of the project area is mostly developed, the USFWS National Wetlands Inventory (NWI) Wetland Mapper indicates that only one freshwater emergent wetland is present in the project area. The locations of the mapped wetlands and surface waters are shown in Attachment C. There remains a possibility that other wetlands occur on the project area that do not appear on the NWI mapping or that the actual extent of wetlands is less or different than depicted on the mapping. For future development, particularly in areas that have not been previously developed, it will be important to evaluate each site for the potential presence of wetlands before construction.

It appears that the site plan will be unable to avoid impacting the wetland within the project site. Unavoidable wetlands will be mitigated though the purchase of mitigation credits from a local mitigation bank.

A Southwest Florida Water Management District (SWFWMD) permit will be required for the unavoidable wetland impacts.

4. Floodplains

Please state whether the project is located within a mapped 100- or 500-year floodplain. Provide a FEMA floodplain map (with the map number and effective date) displaying the project location and boundaries, existing and proposed project components, and location of all sites and/or companies benefiting from the proposed project. The document should be of sufficient clarity for adequate interpretation of the applicant's intentions.

Floodplain maps can be viewed and printed from FEMA's website. If FEMA floodplain maps do not exist in the project area, provide a letter from a Professional Engineer regarding the presence or absence of a 100-year floodplain.

i) Describe effects to 100-year floodplains, if any.
ii) If any 100-year floodplains would be impacted by the project, provide an analysis of alternatives to floodplain impact in this section or in the Alternatives to the Project section above.
iii) Indicate whether the Applicant's community participates in the National Flood Insurance Program.
iv) Indicate if a critical action (e.g., emergency response facility, hospital, wastewater treatment plant) is being located within the 500-year floodplain.

The existing FEMA floodplains include both Type AE and A, which have determined and undetermined flood elevations, respectively. Existing floodplains have been delineated based on Federal Emergency Management Agency (FEMA) National Flood Insurance maps for Hernando County with effective date December 2021.

The County's administrative floodplains differ from the FEMA map. Squirrel Prairie watershed covers eastern portions of the airport, the Powell watershed covers northern and middle areas of the airport, and Bear Creek covers south and western portions of the airport. The Base Flood Elevation for each of the watershed areas were determined and used to quantify required floodplain compensation per proposed impacted area. Based on the pre-app meeting held with SWFWMD, equivalent compensating storage for all 100-year, 24-hour riverine floodplain impacts must be provided. Cup-for-cup storage in dedicated areas of excavation is the preferred method of compensation. The required compensating volume will be provided by the proposed pond which is hydraulically connected to where the impact is proposed.

An impact floodplain map was created to determine what portions of the proposed development encroach on the existing floodplains. The floodplain map is provided in Appendix D. The impact volume was estimated by multiplying the encroachment/impact area by the difference in elevation between existing ground and base flood elevation.

Hernando County does participate in the National Flood Insurance Program.

5. Endangered Species

Provide a list of all threatened, endangered, and candidate species located in or near the project area, including any proposed development by the beneficiary, and the immediate vicinity. Identify these species' potential or existing habitat, and critical habitat designations in the project area. Identify the potential for impacts on these species. Critical habitat designations, lists of

protected species by county, and information on effect determinations are available on the FWS website. The FWS' web-based Information, Planning, and Conservation System (IPaC) may also be useful for the early planning stage of a project. If an Effect Determination or Biological Assessment has been completed for any of the species listed, please provide. Attach any correspondence with FWS that exists related to their proposal. For projects with possible impacts to fisheries and marine/coastal species, provide any correspondence with NMFS.

A list of federally protected species with potential to occur on or near BKV's infield area was generated from the U.S. Fish and Wildlife Service (USFWS) Information for Planning and Consultation (IPaC) website on March 7, 2024. Species from the IPaC list and the Natural Heritage list were evaluated with respect to habitat requirements and those with potential to occur in the habitats on and near BKV are listed below.

Scientific Name	Common Name	Federal Status	State Status
Laterallus jamaicensis ssp. *jamaicensis*	Eastern Black Rail	Threatened	Federally-designated Threatened (FT)
Rostrhamus sociabilis plumbeus	Everglade Snail Kite	Endangered	Federally-designated Endangered (FE)
Grus americana	Whooping Crane	Experimental Population, Non-Essential	Federal Non-Essential Experimental Population (FXN)
Drymarchon couperi	Eastern Indigo Snake	Threatened	Federally-designated Threatened (FT)
Caretta caretta	Alligator Snapping Turtle	Threatened	State-designated Threatened (ST)
Gopherus polyphemus	Gopher Tortoise	Threatened	Federally-designated Threatened (FT)
Danaus plexippus	Monarch Butterfly	Candidate	

Portions of the project site are clear but undeveloped are potential habitats for gopher tortoise burrows. During the Due Diligence phase of the project, a Phase 1 Environmental Site Assessment will be completed to determine the present of endangered species.

6. Land Use and Zoning

Describe the present formal zoning designation and current land use of the project site and adjacent land parcels. The areas include: the site of construction activities, adjacent areas, and areas affected by the primary beneficiaries. Land uses to be considered include, but are not limited to, industrial, commercial, residential, agriculture, recreational, woodlands, mines/quarries, and open spaces. Please indicate whether the project is located entirely within a city limit. Identify agriculture land parcels designated as "prime/unique agriculture lands" by the U.S. Department of Agriculture (USDA) under the Federal Farmlands Protection Act or a local equivalent. Additional information may be found at the USDA's Natural Resources Conservation Service website.

The future use of the development is consistent with the existing and future zoning for the Airport. The project site is wholly located in Hernando County and entirely within the limits of the BKV property boundary. Hernando County has designated the project site as

Transportation. Road improvements required for access to the development will have minor impacts to land designated as Tree Plantation and Longleaf Pine – Xeric Oak. A zoning map has been provided as Attachment E. According to the NRCS Web Soil Survey farmland classification data for BKV's property, all the soils on BKV are classified as not prime farmland soils.

7. Solid Waste Management

Indicate the types and quantities of solid wastes to be produced by the project facilities and primary beneficiary. Describe local solid waste collection and disposal methods and the expected useful life of the disposal facility. Indicate if recycling or resource recovery programs are currently being used or will be used in the future.

Construction will generate minimal levels of solid waste. All solid waste generated during construction will be disposed of at a licensed facility, in compliance with applicable regulations.

Construction will result in solid waste in the form of cleared and grubbed vegetation as well as general construction debris. The contractor will transport the solid waste to an appropriate landfill in accordance with applicable federal, state and local rules and regulations. Disposal of vegetative and construction waste would not significantly impact the capacity of the Hernando County Landfill.

8. Hazardous or Toxic Substances

Describe any toxic, hazardous, or radioactive substances that will be utilized or produced by the proposed project facilities and primary beneficiaries. Describe the manner in which these substances would be stored, used, or disposed. Complete and sign one "Applicant Certification Clause" for each co-applicant (see Appendix A). Indicate if hazardous or toxic substances have been or must be remediated prior to construction, demolition, or renovation. If a recent Phase I or Phase II Environmental Site Assessment has been performed, please provide a copy of the executive summary (a full copy may be requested at a later date).

The U.S. Environmental Protection Agency (USEPA) NEPAssist database was used to obtain information regarding potential waste and hazardous material sites shown in Attachment C. According to NEPAssist, a total of 23 facilities that generate hazardous waste are located around the perimeter of BKV. All of them are very small-quantity generators or facilities for which no generator status is listed, which is likely because they either no longer generate waste or generate only a small amount. According to NEPAssist, no brownfields or Superfund sites are located at or near BKV. Only one facility is listed to generate Toxic Releases.

The proposed project area does require ground disturbance near any of the existing hazardous waste or toxic release sites.

9. Water Resources

Describe surface and underground water resources at or near the proposed project site(s) and any impacts of the project to these. If groundwater will be used, is the aquifer in overdraft and /or adjudicated? If there will be discharges to surface water, is the receiving surface water body listed on the U.S. Environmental Protection Agency's (EPA) Section 303(d) list of impaired waters? Is

a National Pollution Discharge Elimination System (NPDES) permit required for any discharges to surface waters? Indicate if the proposed project is located within an area mapped by the EPA as sole source aquifer recharge area (maps and further information are available on EPA's website). Describe any induced changes in local surface water runoff patterns, and the status of storm water discharge permit processes (if applicable).

The Biscayne Aquifer nearest sole source aquifer streamflow and recharge source zone and is located 50 miles east of the Airport. No water resources are located on or near the project site. Stormwater will be discharged to the existing stormwater pond located in the northeast corner of the project site.

Design and construction of drainage ponds will meet the stormwater management requirements and permitting for the Southwest Florida Water Management District (SWFWMD) and Hernando County Land Development Code, which could include treatment and flood control of runoff from the site.

10. Water Supply and Distribution System

Indicate the source, quality, and supply capacity of local domestic and industrial/commercial water resources, and the amount of water that project facilities and primary beneficiaries are expected to utilize. Note whether the water that is being supplied is in compliance with the Safe Drinking Water Act, and if not, what steps are being taken to ensure compliance.

Developing the BKV infield area requires expanding the potable water system to include additional transmission components sized as needed to support the proposed facilities. The expanded system will connect to existing Hernando County potable water supply and will comply with the Safe Drinking Water Act.

11. Wastewater Collection and Treatment Facilities

Describe the wastewater treatment facilities available for processing the additional effluent including usage by the beneficiary(s). Indicate design capacities and current loading (both daily average and peak), and adequacy in terms of degree and type of treatment required. Describe all domestic class or process wastewater or other discharges associated with the proposed project facilities and its primary beneficiaries, and the expected composition and quantities to be discharged either to a municipal system or to the local environment. Indicate all discharges that will require on-site pre-treatment. Note whether the wastewater treatment plant is in violation of the Clean Water Act, and if so, what steps are being taken to ensure compliance. If local treatment and sewer systems are or will be inadequate or overloaded, describe the steps being taken for necessary improvements and their completion dates.

The project will include the installation of a new lift station with a forced main gravity tied into the existing Hernando County Utilities Department (HCUD) infrastructure near the airfield.

12. Transportation (Streets, Traffic and Parking)

Briefly describe the local street/road system serving the project site(s) and describe any new traffic patterns that may arise because of the proposed project. Indicate if land use in the vicinity, such as residential, hospital, school, or recreational, would be affected by these new traffic patterns. Indicate if any existing capacities of these transportation facilities would be exceeded as

a direct or indirect result of this project implementation, particularly in terms of car and truck traffic, and what the new Level of Service designation would be.

The project area is located on the southeast side of the BKV airfield. This area is accessible to vehicular traffic via Runway Drive from US Highway 41. The proposed project includes the extension of Airport Service Road to establish a connection with Runway Drive to provide access to the project site from the west side of the Airport. Currently, Airport Service Road dead ends at Sergeant Lea Mills Boulevard. Additionally, two access roads off Sergeant Lea Mills Boulevard directly south of the project site will allow two lanes and be open to the public for car and truck traffic.

An interior road will be constructed to provide landside vehicular access. The interior road will intersect with Runway Drive and one of the new alternate access roads from Sergeant Lea Mills Boulevard. See Attachment A for the new road infrastructure to be constructed.

No residential, hospital, school, or recreational land uses that will be impacted by the new access roads into the Airport.

13. Air Quality

Indicate types and quantities of air emissions (including odors) to be produced by the proposed project facilities **and its primary beneficiaries,** and any measures proposed to mitigate adverse impacts. Indicate the impact that the project would have on greenhouse gas emissions. Is the proposed project site within an area classified as a "non-attainment" for any criteria pollutants? If so, what are those pollutants? Indicate any local topographical or meteorological conditions that hinder the dispersal of air emissions.

Hernando County is currently designated as attainment for all National Ambient Air Quality Standards (NAAQS). Construction activities (e.g., demolition and excavation) will result in minor temporary air quality impacts (fugitive dust). No long-term deleterious air quality impacts are anticipated. Best Management Practices (BMPs) will be implemented to reduce dust generation.

14. Noise

Would operation of project facilities or primary beneficiaries' facilities increase local ambient noise levels? If yes, indicate the estimated levels of increase, and the areas and sensitive receptors (e.g., residences, wildlife) to be affected.

No, there should be no increase in ambient noise level. There may be an increase in noise level during construction, which will be limited to Monday through Friday 8:00AM to 5:00PM. No sensitive receptors will be impacted.

15. Permits

Identify any Federal, State, or local permits of an environmental nature needed for the project (e.g., USACE, US Environmental Protection Agency (EPA), Coastal Zone Management/Shoreline Management, Air Quality, State Environmental Policy Act, NPDES) and the status of any such permits. Attach copies of any such permits and all associated correspondence, including the permit applications.

Potential environmental permits are as follows:

- **State Environmental Resource Permit (ERP)**
- **National Pollutant Discharge Elimination System (NPDES) Permit for Construction Activity**
- **Gopher Tortoise Relocation Permit**
- **FDEP Industrial Wastewater Permit**
- **Section 404 Permit or Corps of Engineers Dredge and Fill Permit**
- **Southwest Florida Water Management District (SWFWMD) Permit for wetland impacts**

16. Public Notification/Controversy

Provide evidence of the community's awareness of the project, such as newspaper articles or public notification and/or public meetings, as applicable. If a formal public hearing has been held, attach a copy of the minutes. Fully describe any public controversy or objections which have been made concerning this proposed project and discuss steps taken to resolve such objections.

The project is not considered controversial. Project plans will be presented to the Hernando County Board of County Commissioners on August 12, 2025 for approval. This meeting will be open to the public and will serve as public notification and/or public meeting.

D. MITIGATION

Describe methods to be employed to reduce impacts to any and all adverse impacts identified in Section C. List all mitigation measures that would be implemented to minimize impacts to environmental resources from project implementation.

Mitigation measures to be deployed will include:

- **Gopher tortoise relocation if required**
- **Wetland mitigation credit acquisition**
- **Best Management Practices to manage noise, traffic, and dust during construction activities**

E. LIST OF ATTACHMENTS

The following checklist is a list of required and optional attachments to the Environmental Narrative as described in the sections above. The items listed in the optional section may be required by EDA at a later date to complete the project review and selection process, so it is recommended that you provide them now if they are currently available. While the documents listed below are the most frequently required for scoping determinations, EDA reserves the right to request additional items that are not listed below when necessary.

Applicants are not required to contact other governmental agencies for environmental or historical resources consultation until directed by EDA, though any interagency coordination letters that may be currently available should be provided. **EDA expects that all Applicants whose projects are selected for further evaluation will proceed with consultations in an expeditious manner. As such, Applicants should have the required information prepared for submission immediately upon notification of selection by EDA.** If you determine prior to application that your project may affect environmental or historical resources, you may contact the appropriate Regional Environmental Officer to determine if early interagency consultation is appropriate.

Please refer to the applicable Federal Funding Opportunity for unique requirements for each individual grant competition and a list of documents required for submittal with the application.

Checklist of Optional Environmental Documents that should be submitted with Application **if available** (will expedite review and selection process):

- o SHPO/THPO and Tribal leader comments and copy of submittals (see Section B)
- o Site photographs (see Section C1)
- o Coastal Zone consistency determination (see C2)
- o Wetland delineation and/or Jurisdictional Determination (see C3)
- o Preliminary wetland info (see C3)
- o U.S. Army Corps of Engineers comments, Section 404 Permit, Section 10 Permit, and/or Water Quality Certification (401 approval) (see C3)
- o Biological Assessment and/or survey for federally protected species (see C5)
- o Correspondence with US Fish and Wildlife Service and/or National Marine Fisheries Service (see C5)
- o Natural Resources Conservation Service determination of Prime Farmland, Form AD-1006, if applicable (see C6)
- o Phase I and II Environmental Site Assessment (seeC8)
- o Sole Source Aquifer review by US Environmental Protection Agency, if applicable (see C9)
- o Other federal, state and local environmental permits (see C16)
- o Copies of public notices, public hearing minutes, etc. (see C17)

Appendix A: Applicant Certification Clause

The applicant represents and certifies that it has used due diligence to determine that the description of the project site described herein is accurate with respect to the presence or absence of contamination from toxic and hazardous substances. The term "site" includes the entire scope of the project, including future phases of the project and all areas where construction will occur.

1. Is the site currently, or has it in the past 50 years, been used for any of the following operations or activities:

a. Generation of hazardous substances or waste?
_____ Yes ___X___ No

b. Treatment, storage (temporary or permanent), or disposal of solid or hazardous substances or waste?
_____ Yes __X___ No

c. Storage of petroleum products?
_____ Yes ___X___ No

d. Used/waste oil storage or reclamation units?
_____ Yes __X____ No

e. Research or testing laboratory?
_____ Yes __X___ No

f. Ordinance research, testing, production, use, or storage?
_____ Yes __X____ No

g. Chemical manufacturing or storage?
_____ Yes __X____ No

h. Weapons or ammunition training, use, or testing?
_____ Yes __X____ No

i. Iron works/foundry?
_____ Yes __X____ No

j. Railroad yard?
_____ Yes __X____ No

k. Industrial or manufacturing operation?
_____ Yes __X____ No

If any of the above operations ever occurred at the site, and if appropriate cleanup or other mitigation actions were performed in accordance with the local, State, and federal laws, please attach documentation of these actions.

2. Do wells draw from an underlying aquifer to provide the local domestic water supply?
_____ Yes _____ No

Appendix A: Applicant Certification Clause

3. Has a federal, State, or local regulatory authority ever conducted an environmental assessment, environmental impact statement, or a preliminary assessment/site inspection, or similar environmental surveyor inspection report at the site? If yes, please list here and attach copies of these reports or results.
   __X__ Yes _____ No

   1) Documented Categorical Exclusion for tree removal (Attachment F)

   2) Environmental Assessment for the extension of Runway 9-27 (Attachment B)

   3) _____

   4) _____

   5) _____

4. Have any environmental or OSHA citations or notices of violation been issued to a facility at the site? If yes, please attach copies.
   _____ Yes __X__ No

5. Have any unauthorized releases of hazardous substances occurred at any facility at the site which resulted in notification of the EPA's National Response Center?
   _____ Yes __X__ No

6. Is any material containing asbestos or lead paint located at the site? If yes, please attach information concerning State and federal regulatory compliance.
   _____ Yes __X__ No

7. Is there any equipment (electrical transformers, etc.) containing polychlorinated biphenyls (PCB) on the site? If yes, please attach a description of the equipment.
   _____ Yes __X__ No

8. Are there underground or above ground storage tanks on the site? If yes, please attach a detailed description, including the number of underground storage tanks on the site, whether the tanks have been inspected (or removed) and the results of such inspections.
   _____ Yes __X__ No

9. Has the site been tested for radon? If yes, please attach results.
   _____ Yes __X__ No

10. Have there been, or are there now any environmental investigations by federal, State or local government agencies that could affect the site in question? If yes, please attach available information.
    _____ Yes __X__ No

The applicant acknowledges that this certification regarding hazardous substances and/or waste is a material representation of fact upon which EDA relies when making and executing an award. EDA

Appendix A: Applicant Certification Clause

reserves the right to terminate any award made in conjunction with the representations contained herein if, at any time during the useful life of the project, EDA becomes aware of the presence of hazardous materials or waste at the site, or that hazardous materials or waste have been inappropriately handled thereon.

Further, if it is determined at any time that the presence of hazardous materials or waste, or handling thereof, has been misrepresented, EDA may pursue other available legal remedies against the applicant.

_____

Applicant's Name

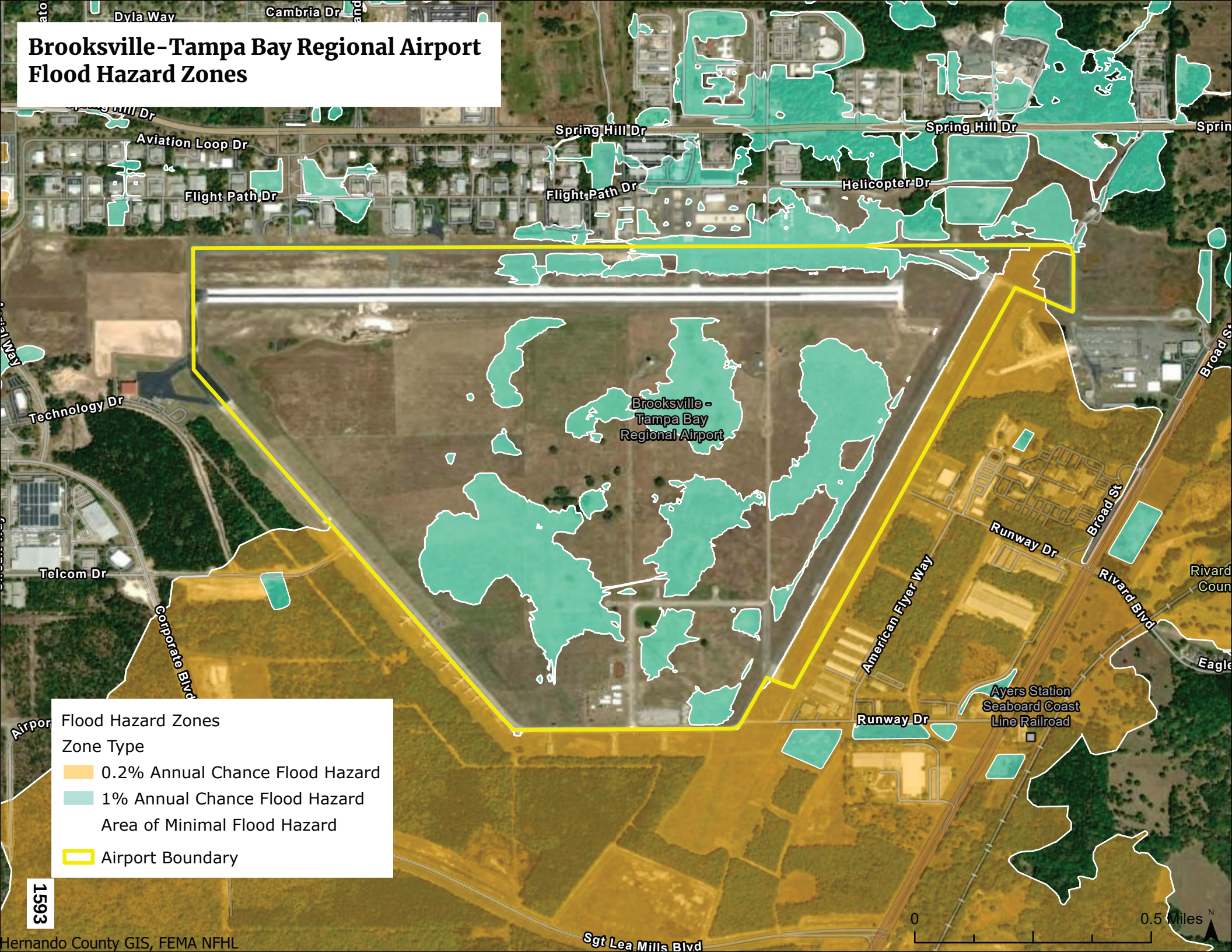
_____

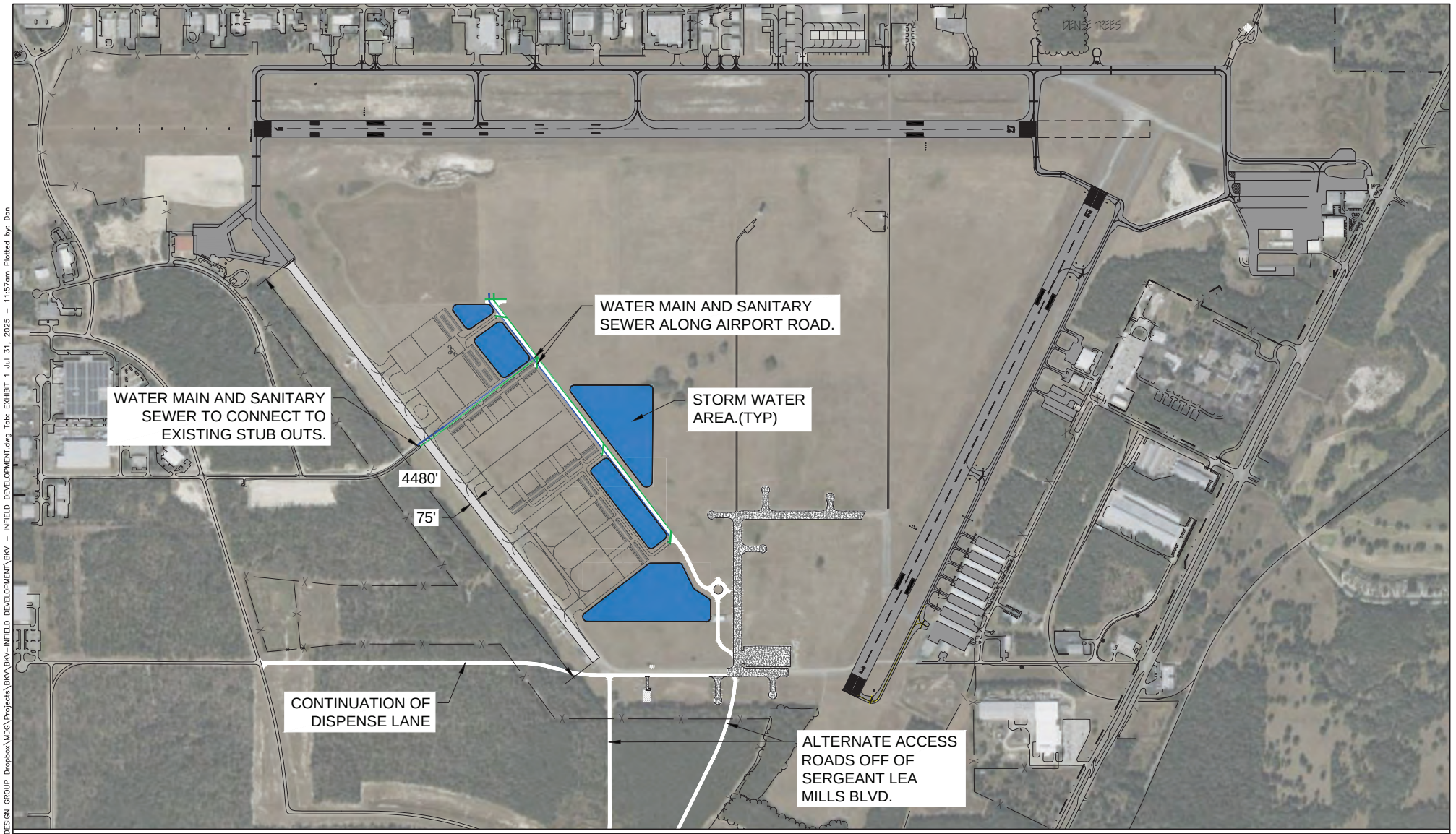
Name and Title of Applicant's Authorized Representative

_____

Signature of Applicant's Authorized Representative Date

Brooksville-Tampa Bay Regional Airport Flood Hazard Zones





INFIELD DEVELOPMENT

BROOKSVILLE-TAMPA BAY REGIONAL AIRPORT
15800 FLIGHT PATH DR.
BROOKSVILLE, FL 34604

EXHIBIT 1

C:\Users\Dan\MOHSEN DESIGN GROUP Dropbox\MDG\Projects\BKV\BKV-INFIELD DEVELOPMENT\BKV – INFIELD DEVELOPMENT.dwg Tab: EXHIBIT 1 Jul 31, 2025 – 11:57am Plotted by: Dan

TBRPC
TAMPA BAY REGIONAL PLANNING COUNCIL

Slate of Officers
Mayor Maureen Freaney, Chair
Commissioner René Flowers, Vice Chair
Commissioner Rebecca Bays, Secretary/Treasurer
Mayor Woody Brown, Past Chair
Wren G. Krahl, Executive Director

4000 Gateway Centre Blvd., Suite 100
Pinellas Park, Florida 33782
(727) 570-5151
info@tbrpc.org
www.tbrpc.org

Economic Impact Analysis

Brooksville–Tampa Bay Regional Airport (BKV) Critical Infrastructure Construction

Prepared by the Tampa Bay Regional Planning Council – August 2025

EXECUTIVE SUMMARY

At the request of Hernando County, the Tampa Bay Regional Planning Council (TBRPC) analyzed the economic impact of rehabilitating a deactivated runway and constructing supporting infield infrastructure at the Brooksville-Tampa Bay Regional Airport (BKV). Using the Impact Analysis for Planning (IMPLAN) model for the Tampa Bay region, the analysis compares:

- **Event 1 – Construction (2026-2027):** $14.1 million in public investment to rehabilitate a deactivated runway and build supporting infield infrastructure.
- **Event 2 – Tenant Expansions (2028):** $73 million in confirmed private investment by Pem Air and Judah1 associated with post-construction expansion.

Both events generate substantial near-term economic activity in Hernando County and the surrounding region through direct (on-site/tenant), indirect (supply chain), and induced (household spending) effects. Estimated public-sector tax effects span federal, state, county, and sub-county levels.

Table 1. Summary of Total Economic Impact Estimates

Investment	Economic Output	Jobs Created	Labor Income	Tax Revenue	GDP Contribution
Event 1	19.7	108	5.3	2.2	9.0
Event 2	134.9	1,101	77.9	23.2	88.2
Total	**154.6**	**1,209**	**83.2**	**25.4**	**97.2**

(All $ in millions; jobs are individuals; fixed dollars.)

Table 2. Public-Sector Tax Effects by Level

Investment	Federal	State	County	Sub-County	Total
Event 1	1.43	0.37	0.17	0.23	2.20
Event 2	19.02	2.01	0.95	1.25	23.23

(All $ in millions; fixed dollars.)

The results provide a baseline for measuring actual impacts over time and a framework for assessing similar projects in the future. The analysis is intended to inform planning and investment decisions and does not represent recommendations or policy positions of the TBRPC.

4000 Gateway Centre Blvd., Suite 100
Pinellas Park, Florida 33782
(727) 570-5151
info@tbrpc.org
www.tbrpc.org

PROJECT OVERVIEW

The $14.1 million in construction funds will rehabilitate 336,000 square feet of a deactivated runway at the Brooksville–Tampa Bay Regional Airport (BKV). The project also includes construction of access roads, installation of infield utilities (water and sewer), site clearing, and development of stormwater management facilities (lift station and retention ponds). Collectively, these improvements will expand available industrial space by approximately 780 acres and support increased airport operations.

After completion of the runway rehabilitation project, Hernando County anticipates growth in existing tenant capacities as well as the attraction of new industries. The County received written statements from two tenants, Pem Air and Judah1, committing $65 million and $8 million respectively to expand operations.

This analysis quantifies the output, employment, labor income, GDP contribution, and tax effects associated with the runway rehabilitation project and anticipated private tenant investments.

METHODOLOGY

Model: IMPLAN is an economic modeling software that uses input-output (I-O) analysis to measure the economic ripple effects of a change in a specific industry or activity within a defined geographic area. I-O analysis tracks the monetary transactions between different industries, businesses, householders, and governments in each region. The IMPLAN model accounts for leakage (non-local spending, e.g., materials sourced outside county limits)

Industries modeled (based on project scope and anticipated tenant activities):

- Maintenance and repair construction of non-residential structure
- Construction of new highways and streets
- Water, sewage and other systems
- Support activities for transportation

Data inputs (provided by Hernando County and the BKV Regional Airport):

- Total construction cost
- Line-item construction costs
- Construction timeline
- Number of construction workers
- Total construction payroll
- Percentage of locally sourced construction materials
- Private investment

Slate of Officers
Mayor Maureen Freaney, Chair
Commissioner René Flowers, Vice Chair
Commissioner Rebecca Bays, Secretary/Treasurer
Mayor Woody Brown, Past Chair
Wren G. Krahl, Executive Director

4000 Gateway Centre Blvd., Suite 100
Pinellas Park, Florida 33782
(727) 570-5151
info@tbrpc.org
www.tbrpc.org

Key metrics (definitions):

- **Direct Effects:** Investment changes or production expenditures made by producers and consumers because of an activity. The immediate, initial change in the local economy.
- **Economic Output:** Total market value of final goods and services produced locally
- **Indirect Effects:** Regional economic effects stemming from business-to-business purchases in the supply chain.
- **Induced Effects:** Regional economic effects stemming from household spending of labor income, after removal of taxes, savings, and commuter income.
- **Induced Employment:** Jobs supported by industry expansion and increased airport operations within the regional economy
- **Labor Income:** Wages, salaries, and benefits received by workers
- **Leakage:** Portion of spending directed toward non-local providers or goods
- **Value Added:** Combined value of employee compensation, proprietor income, property income, and taxes on production and imports of net subsidies

APPENDIX

Table A1. Event 1 – Construction Impacts (2027)

Activity	Investment (Fixed $, millions)	Jobs (Individual)	Labor Income (Fixed $, millions)	Output (Fixed $, millions)	Value Added (Fixed $, millions)
Taxiway	7.0	37	1.7	7.0	2.9
Water/Sewer Utilities	1.6	7	0.5	1.6	0.8
Roadways*	5.5	34	1.6	5.6	2.6
Direct Impacts	**14.1**	**78**	**3.8**	**14.2**	**6.3**
Indirect Impacts	—	18	0.9	3.4	1.6
Induced Impacts	—	12	0.6	2.1	1.3
Total Impacts	**14.1**	**108**	**5.3**	**19.7**	**9.2**

(All $ in millions; jobs are individuals; fixed dollars; totals may not sum due to rounding.)

*Roadways include stormwater management facilities and site clearing.

Note: Based on $14.1 million in anticipated construction costs, the model estimates 108 total jobs across direct (on-site construction), indirect (supply chain), and induced (household spending) effects, with $19.7 million in annual economic output and $9.22 million in value added (fixed dollars).

Slate of Officers
Mayor Maureen Freaney, Chair
Commissioner René Flowers, Vice Chair
Commissioner Rebecca Bays, Secretary/Treasurer
Mayor Woody Brown, Past Chair
Wren G. Krahl, Executive Director

4000 Gateway Centre Blvd., Suite 100
Pinellas Park, Florida 33782
(727) 570-5151
info@tbrpc.org
www.tbrpc.org

Table A2. Event 2 – Tenant Expansions (2028)

Activity	Investment (Fixed $, millions)	Jobs (Individual)	Labor Income (Fixed $, millions)	Output (Fixed $, millions)	Value Added (Fixed $, millions)
Pem Air	65.0	656	52.7	65.0	49.3
Judah1	8.0	81	6.5	8.0	6.1
Direct Impacts	**73.0**	**737**	**59.2**	**73.0**	**55.4**
Indirect Impacts	—	124	6.9	18.8	9.5
Induced Impacts	—	240	11.9	43.2	25.9
Total Impacts	**73.0**	**1,101**	**77.9**	**134.9**	**90.8**

(All $ in millions; jobs are individuals; fixed dollars; totals may not sum due to rounding)

Note: This table reflects $73.0 million in confirmed private tenant investments and reports annual direct, indirect, and induced county-level effects; it does not include potential additional investments enabled by the ~780 acres of usable industrial land created post-construction.

PREPARED BY

Tampa Bay Regional Planning Council (TBRPC), August 2025 using its Tampa Bay IMPLAN model

The Tampa Bay Regional Planning Council provides technical assistance in economic modeling, scenario analysis, and regional planning support. For more information about these services, visit tbrpc.org/about/services.

CONTACTS

Alison Prater – Disaster Recovery Grants Coordinator
alison@tbrpc.org | (727) 570-5151 x13

Sarah Vitale, AICP – Director of Civic Technology
sarah@tbrpc.org | (727) 570-5151 x27

Key Notice of Funding Opportunity (NOFO) Information

U.S. Department of Commerce (DOC), U.S. Economic Development Administration (EDA) FY 2025 EDA Disaster Supplemental Notice of Funding Opportunity (NOFO) Initial Announcement	
Grants.gov Opportunity Number	EDA-DISASTER-2025
Assistance Listing Number (ALN)	11.307, Economic Adjustment Assistance (EAA)
Effective Date	June 4, 2025
Key Dates	Key dates under this NOFO depend on whether an applicant is submitting an application under the Readiness, Implementation, or Industry Transformation Paths (see section A.2 of this NOFO for more information on each path). For applications submitted under the Readiness and Implementation Paths, there are no submission deadlines. Applications will be accepted on an ongoing (rolling) basis until the replacement of this FY2025 Disaster NOFO, cancellation of this NOFO, or all available funds have been expended. EDA intends to review applications expeditiously upon receipt of a complete application. The deadline for applications submitted under the **Industry Transformation Path** is **5:00 pm Eastern Time on Tuesday, March 3**. Industry Transformation applications received after this deadline will not be reviewed or considered. another
Funding Instrument	Grant or cooperative agreement. In most cases, assistance will be in the form of a grant.
Funding Details	**$1,447,000,000**
Program Overview	Subject to the availability of funds, awards made under this NOFO will help communities and regions devise and implement long-term economic recovery strategies through a variety of non-construction and construction projects in areas where a Presidential declaration of a major disaster was issued under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5121 *et seq*.) (Stafford Act) "as a result of hurricanes, wildfires, severe storms and flooding, tornadoes, and other natural disasters occurring in calendar years 2023 and 2024."
Cost Sharing and Matching	EDA generally expects to fund up to 80% of the eligible costs under this NOFO. However, EDA has discretion to fund projects at a rate lower than 80% or up to 100% in certain circumstances. See section C.3 and Appendix III.1.

Eligible Projects	EDA can support a variety of construction and non-construction projects. Contact your local EDA Economic Development Representative to explore your project further. For contact information, see https://www.eda.gov/about/contact (searchable by state).
Eligible Applicants	Eligible applicants under the FY25 Disaster program include a(n): • District organization of an EDA-designated Economic Development District (EDD); • Indian tribe or a consortium of Indian tribes; • State, county, city, or other political subdivision of a state, including a special purpose unit of a state or local government engaged in economic or infrastructure development activities, or a consortium of political subdivisions, • institution of higher education or a consortium of institutions of higher education; • public or private nonprofit organization or association acting in cooperation with officials of a political subdivision of a state; • an economic development organization; or • a public-private partnership for public infrastructure. EDA is not authorized to provide grants or cooperative agreements to individuals or for-profit entities under this NOFO. Applications from individuals or for-profit entities will not be considered for funding.
Review and Selection Process	After technical review, EDA will convene investment review committees (IRC) to evaluate the merits of each application based on the extent to which the application meets program specific award and application requirements set forth in section E.2. Thereafter, the Selecting Official will make selections in accordance with the selection criteria set forth in section E.3.
Award Project Period	EDA anticipates awards will typically have a period of performance of 12 to 48 months. Note: Readiness Path projects may have substantially shorter durations, depending on applicant needs.
How to Apply	Applications will only be accepted electronically through the Economic Development Grants Experience (EDGE) at https://sfgrants.eda.gov/s/. See the full NOFO for limited exceptions.
Informational Webinar	EDA plans to conduct an informational webinar for this NOFO. Please visit EDA's website for scheduling information and a link to a recording: https://www.eda.gov/.
Award Notification	Subject to the availability of funding, EDA will notify successful applicants of their awards electronically.
Agency Contacts	For questions concerning this NOFO, including requests for technical assistance with application requirements, please contact the Economic Development Representative for the state where the project will be located as listed on EDA's website at https://www.eda.gov/about/contact (searchable by state).

Contents

A. Program Description 6

1. Overview 6

2. Funding Pathways 7

a. Readiness Path 7

b. Implementation Path 9

c. Industry Transformation Path 10

3. Considerations when selecting a path 13

4. Which projects are ineligible under this Disaster NOFO? 14

5. EDA's investment priorities; economic recovery resilience investment priority 14

6. Comprehensive Economic Development Strategy (CEDS) Requirement 15

7. Statutory Authorities 16

B. Basic Federal Award Information 16

1. What funding is available under this funding opportunity? 16

2. What funding instrument will be used? What are the anticipated award amounts and how long will the period of performance of a project last? 17

3. Who do I contact with questions? 18

C. Eligibility and Other Program Requirements 18

1. What entities are eligible to apply for this funding opportunity? 18

2. What locations are eligible for this funding opportunity? 19

3. What are the cost sharing or matching requirements? 19

4. What are the prohibitions and restrictions for using award funds and match? 20

D. Application and Submission Information 20

1. Where can I find and submit an application? 20

2. What is required for an application? 21

3. Are there any submission deadlines? 37

E. Application Review and Selection Processes 37

1. Technical Review 37

2. Investment Review Committee (IRC) 38

a. Readiness Path projects 38

b. Implementation Path projects (construction and non-construction) 39

c. Industry Transformation Path portfolios (construction and non-construction) 41
3. Selecting Official's Decision 43
F. EDGE SYSTEMS ISSUES 43
G. FEDERAL AWARD ADMINISTRATION INFORMATION 43
H. Appendices 44
APPENDIX I – Required Application Narratives 44
1. READINESS PATH - Impact and Engagement Narrative Requirements 44
2. IMPLEMENTATION PATH - Impact and Engagement Narrative Requirements 45
3. INDUSTRY TRANSFORMATION PATH - Overarching Narrative Requirements 47
APPENDIX II – Investment/Policy Commitments Requirements [if applicable] 51
APPENDIX III – Additional Information on Application, Policy, and Legal Requirements 54
1. Cost Sharing or Matching Requirements 54
2. Pre-award costs 55
3. EDA's non-relocation policy 55
4. Past performance and non-compliance with award provisions 56
5. Notice of government-wide procurement restriction 56
6. Requirements for recipients with more than $10 million in federal-wide funding 57
7. Financial, performance, and outcomes reports 57
8. Funding opportunity changes communicated on Grants.gov 57
9. Application package and submission 57
10. EDGE system issues 58
11. Alternatives to Submission through EDGE 59
12. Audit requirements 59
13. Build America, Buy America requirements 59
14. Certifications required by annual appropriations acts for corporations and for awards over $5 million 59
15. Disclosures of information 60
16. Disclosures of violations 60
17. Projects with EDA's substantial involvement 61
18. Federal award notices 61
19. Federal Funding Accountability and Transparency Act of 2006 61
20. Fraud awareness training 62
21. Freedom of Information Act 62

22. Right to use information 62
23. General terms and conditions 63
24. Government Performance and Results Act 63
25. Incubators and accelerators requirements 64
26. Office of Inspector General (OIG) rights and responsibilities 65
27. SPOC Compliance 66
28. Third party subrecipient vs. contractors 66
29. Uniform Administrative Requirements, Cost Principles and Audit Requirements ... 66
30. DOC pre-award notification requirements 67
31. Termination 67

A. Program Description

1. Overview

President Trump is committed to unleashing the potential of the American economy, affording all Americans the opportunity to pursue their version of the American dream. However, nature often has other plans when damaging storms and unforeseen destructive natural disasters occur. This Administration champions an America First platform, and that extends to Americans needing assistance due to natural disasters. This Fiscal Year 2025 Disaster Notice of Funding Opportunity (Disaster NOFO) responds to that call and aims to seize the moment to support impacted communities to transform their local economies in new, vibrant ways.

As a result, this Disaster NOFO is different than those of previous Administrations. This NOFO seeks projects that are responsive to community needs post-disaster by engaging all aspects of the community, with special focus on private industry partners. No longer can economic development grants be made by bureaucrats in isolation. This NOFO places a considerable emphasis on private sector buy-in and investment as a critical indicator of project viability.

Through this Disaster NOFO, EDA will award investments in regions experiencing severe economic distress or other economic harm resulting from hurricanes, wildfires, tornadoes, floods, and other natural disasters occurring in calendar years 2023 and 2024.

Under this Disaster NOFO, EDA is specifically soliciting applications under its Economic Adjustment Assistance (EAA) program, which is flexible and responsive to the economic development needs and priorities of local and regional stakeholders.[1] The EAA program is well-suited to help regions recover from disasters, achieve economic development goals, and improve their economic trajectories.

This Disaster NOFO provides funding through three pathways:

> **Readiness Path** – Standalone non-construction projects designed to increase a community's readiness to apply for or implement disaster recovery funding from private and public sources including, but not limited to, future EDA NOFOs and the Implementation or Industry Transformation Paths under this NOFO. Projects will fund strategy development, capacity building, and/or predevelopment costs necessary for future recovery projects.

[1] See 42 U.S.C. §§ 3149(c)(2), 3233. The regulations implementing the EAA program may be found at 13 CFR part 307. Please note that section 307.3 of EDA's regulations describes the differences between an EAA implementation grant and an EAA strategy grant. See also 42 U.S.C. § 3149(b)(2) (EAA planning projects are not required to be carried out in an area with a CEDS or be consistent with an existing CEDS).

Implementation Path – Standalone construction or non-construction projects designed to address the economic challenges faced by a community recovering from a natural disaster and improve economic trajectories beyond pre-disaster economic conditions.

Industry Transformation Path – Led by a coalition of regional stakeholders, a portfolio of large-scale, multicomponent construction and non-construction projects designed to fundamentally transform the economic trajectory of a region through the development or acceleration of an industry.

The sections below provide information about each path.

Applicants are expected to articulate in their applications how an EDA investment will bolster their community's capacity to recover from economic harm due to natural disasters and improve their long-term economic outlook. EDA's goal under this NOFO is to assist communities recovering from a disaster by realizing opportunities to recover and change the economic trajectory of the community for the better. In other words, EDA funding seeks to help communities recover and set them on a path to exceed their previous pre-disaster baseline.

If intending to apply for Readiness Path funding before other paths, Readiness Path applicants should **prioritize submitting applications as early as possible and provide details regarding their anticipated follow-on funding request in their Impact and Engagement Narrative**. Applicants should review and follow Appendix I, which sets forth the required application materials, additional narrative requirements, and other standard forms necessary under each funding Path.

Applicants are encouraged to review this NOFO in its entirety, including appendices, and work with the Economic Development Representative or other EDA representative for the state where the project will be located. See EDA's website at https://www.eda.gov/about/contact (searchable by state).

2. Funding Pathways

a. Readiness Path

"Readiness" projects are non-construction planning and capacity building projects designed to increase a community's readiness to apply for and/or implement future disaster recovery funding, including future local, state, or federal funding for disaster recovery and if applicable, Implementation or Industry Transformation funding under this NOFO. Put another way, successful projects under the Readiness Path would increase the quality or likelihood of success of future economic development and disaster recovery projects.

EDA expects to fund projects under the Readiness Path in the range of $250,000 to $500,000.

Examples of Readiness Path applications include, but are not limited to:

- **Strategy Development**: Applicants can request funding for short-term or long-term strategic planning. These grants enable communities to better identify and prepare for future economic development projects through early coordination and planning. For example, where a community already has a strong strategic plan for economic development, it may be appropriate to apply for a short-term strategy grant focused on helping the community identify viable recovery projects for future funding, including but not limited to the Implementation or Industry Transformation Paths under this NOFO. Conversely, where a community needs more foundational help developing a long- term economic development strategy in the wake of a disaster, it may be more appropriate for the applicant to seek a long-term strategy grant in the form of a planning grant to develop, update, or refine a Comprehensive Economic Development Strategy (CEDS).

- **Capacity Building**: Applicants may seek funding for additional capacity (including staffing capacity) to successfully develop and implement economic recovery and resilience strategies and projects. Increased capacity enables communities to strengthen organizational structures and build a solid foundation to implement future funding and projects. For example, an organization may benefit from hiring a disaster coordinator to lead future project development, community engagement, industry engagement, and/or implementation of future recovery projects.

- **Predevelopment Costs**: Applicants may submit requests for costs related to the development of future disaster recovery projects, including but not limited to applications under the Implementation and Industry Transformation Paths of this NOFO, if funding remains available. Such costs can include but are not limited to:
    - costs for site selection and assessment, including for projects focused on reshoring manufacturing;
    - architectural and engineering plans;
    - permit applications, including environmental compliance or permitting; and
    - market or industry research and analysis for larger economic development projects.

Applicants can propose activities in one or more categories.

Readiness Path applicants will be required to submit an impact and engagement narrative that clearly articulates how the proposed readiness project helps the applicant or the impacted communities become more competitive, more mature, and better prepared to receive or implement future economic and disaster recovery funding. For example, short-term readiness projects such as funding a disaster coordinator or funding pre-development engineering plans could better prepare an applicant to develop or finalize a potential project, including but not limited to projects proposed under the Implementation Path or Industry Transformation Path. In contrast, a long-term planning grant that establishes a region-wide disaster recovery strategy could make a region more competitive for future EDA recovery NOFOs or other funding sources.

b. Implementation Path

“Implementation" projects encompass a wide variety of construction and non-construction projects to not only help communities recover from natural disasters but also to improve communities’ economic outcomes and ultimately put them on a path to exceed their previous pre-disaster economic conditions. These investments ensure communities can better withstand future natural disasters and generate new economic benefits for the region, which includes increasing future-focused opportunities for economic growth and industry investment.

Under this Path, EDA can support projects that will mitigate or prevent the impacts of future disaster events, and fund the replacement, repair, or upgrades to critical public infrastructure that was damaged or destroyed by natural disasters subject to a major disaster declaration and that are critical to the restoration of sustained economic activity. EDA will also fund projects that lead to the further diversification of the local economy through the development or acceleration of industries.

EDA expects to fund Implementation projects in the range of $2 million to $20 million for construction and $100,000 to $5 million for non-construction. The amount EDA will fund for an individual Implementation project will depend on the relative impacts the disaster had on the community as well as the private investment projected to be generated by the project or the jobs created/retained. These are not hard caps, but instead estimates of EDA’s expectations. EDA may deviate from these estimates, including by funding projects greater than $20 million, in cases of exceptional need and/or exceptional potential impact.

Examples of implementation projects that EDA can support under this NOFO include, but are not limited to:

- Construction or upgrading of public infrastructure, including improvements to make these facilities more resilient to natural disasters, including (but not limited to):
  - Water systems and facilities (e.g., drinking water, wastewater treatment, and stormwater)
  - Revitalization or expansion of aviation, port, and harbor facilities
  - Bridges
  - Railway spurs and extensions
  - Business incubators and industrial parks
  - Communications systems, including broadband
- Construction or expansion of workforce training facilities at a local community college or trade/technical school
- Costs associated with establishment or expansion of workforce training programs including Registered Apprenticeship Programs, including the procurement of necessary equipment
- Capitalization or recapitalization of revolving loan funds (RLFs)
- Development or expansion of commercialization and proof of concept centers

- Activities intended to create or expand foreign direct investment, trade, or export initiatives
- Activities intended to spur or accelerate large-scale industry investment

Strong Implementation Path projects will result in tailored disaster recovery solutions that not only address the recovery needs of the impacted communities but generate additional private and public investment to propel the regional economy forward and generate new businesses and jobs. That said, recognizing the level of distress that communities may face in the wake of disasters, Implementation Path projects are not *required* to generate new jobs or private investment. Implementation Path projects can also be competitive by showing that their project will positively impact other measures for economic growth (including, for example, growing the tax base or increasing the labor force participation rate from pre-disaster rates).

Implementation Path applicants will be required to submit an Impact and Engagement Narrative with their application. Applicants must clearly articulate how the proposed implementation project not only helps communities recover but also improves the community's economic outcomes and ultimately puts the community on a trajectory to exceed their previous pre-disaster economic conditions.

Applicants are asked to clearly define in the Impact and Engagement Narrative their pre-disaster and post-disaster economic conditions and should consider (but are not limited to) including measures such as:

- Jobs created, retained, or lost
- Businesses created, retained, or lost
- Average wages by sector or position
- Labor Force Participation Rate
- County GDP
- Primary sectors, industries, businesses
- Unemployment rate
- Change in tax base

In addition to the required match, applicants are encouraged to secure investment and policy commitments to support and catalyze their proposed project(s) outcomes. Applicants are not limited to securing financial commitments but should think creatively about other types of public and private sector contributions (e.g., tax benefits). See Appendix II for more details.

c. Industry Transformation Path

"Industry Transformation portfolios" are 3 to 5 large-scale, coordinated construction and/or non-construction component projects, led by an overarching coalition, that together aim to transform the regional economy by developing or accelerating a key industry in communities impacted by major natural disasters.

EDA seeks to invest in disaster-impacted regions that are mature and ready to grow, will scale nascent or emerging industries, and will catalyze awarded funding and substantial private or public sector investments to achieve regional economic growth and fortify the region's economy against future disasters. EDA further expects these large-scale coordinated investments will:

- Accelerate post-disaster economic recovery through job creation, business development, and innovation
- Multiply federal dollar impact through leveraged private investment
- Enhance private sector engagement in regional economic growth and diversification
- Increase regional participation and competition in domestic and global markets
- Alleviate and disrupt local persistent poverty through training and employment opportunities, including through the Registered Apprenticeship Programs (www.apprenticeship.gov).
- Activities intended to spur or accelerate large-scale industry investment

Portfolio goals could include scaling nascent or emerging industries, reimagining the use of assets within existing industries, or creating a new sector or sectors based on regional assets.

Given the ambitious nature of these investments, EDA expects to fund portfolios in the range of $20 million to $50 million. Industry Transformation Path regions can propose any of the project types described under the Implementation Path, but EDA expects Industry Transformation portfolios to collaborate cohesively towards establishing or accelerating the growth of industry or industries that diversify and accelerate the region's economic trajectory.

Strong applicants will create effective, organized coalitions that include key regional stakeholders that are united around an overarching strategy and vision for the targeted key industry. EDA expects coalitions to have a strong management and governance plan to ensure effective implementation of the projects and to sustain their overarching strategy and vision beyond the grant period. These coalitions must include private sector partners and may include other entities such as institutions of higher education (including community colleges and technical schools); state, territorial, local, or Tribal governments; economic development organizations; workforce training organizations (including unions, state and local workforce development boards, etc.); or community-based organizations. Please note that while EDA strongly encourages and anticipates coalitions with a wide variety of engaged stakeholders, including from the private sector, only eligible applicants (see section C.1) may apply for and receive grant funds as recipients.

In addition to the required match, applicants are required to secure investment and policy commitments to support and catalyze their proposed project(s) outcomes. Applicants are not limited to securing financial commitments but should think creatively about other types of contributions (e.g., tax benefits). Applicants should carefully review Appendix II for more information about requirements related to investment and policy commitments. As described more in Appendix II, investment commitments involve cash or in-kind goods or services contributed by a third party to the project while policy commitments are new policies or

programming designed to accelerate their target industry's growth and economic recovery (*e.g.*, changes to local regulations, strategies to increase the number of high-skilled workers retained in the region, etc.).

Although EDA recommends 3 - 5 large-scale projects, EDA can consider on a case-by-case basis projects with fewer or more component projects, provided that the coalition structures are otherwise in place and the projects are vital to a compelling strategy for the region and deliver considerable impact.[2]

Finally, EDA will expect that the projects funded under this path will collectively lead to greater impacts in business attraction, jobs created, wage growth or private investment generated than is anticipated under the Implementation Path. EDA's goal is to attract competitive projects under the Industry Transformation Path that credibly show the ability to generate substantial private sector investments and commitments in a region as compared to initial EDA investment. Projects that approach that range will be viewed as more competitive.

EDA encourages applicants to propose the interventions that are most applicable to their regions. Below are a few illustrative examples of how component projects could work together under the Industry Transformation Path. These illustrative examples are intended only as a reference for applicants as they are developing ideas for their Industry Transformation Path applications.

- Scaling a semiconductor manufacturing corridor through funding: (1) expansion of a non-profit's existing advanced packaging facility, to scale production, (2) installation of new advanced packaging machinery and equipment in an existing local government-owned facility to boost efficiency, (3) development of real-time digital twin of advanced packaging facility and semiconductor production line, (4) scaling of workforce development training program across region to upskill talent for semiconductor manufacturing through industry intermediaries expanding access to Registered Apprenticeships, and (5) creation network of coalition participants and industry leaders to address industry needs collectively.

- Expand and accelerate maritime industry by funding: (1) expansion of key transportation corridors and roadways to increase trade and bolster regional supply chains, (2) upgrade of port infrastructure to increase capacity and facilitate additional local ship building and repair, (3) creation of marine technology and maritime workforce development training programs to meet industry need for additional highly skilled workers, (4) purchase and implementation of new barge service to increase efficiency and reduce costs for resource transportation regionally, and (5) collaboration with local community colleges system to expand degree programs on marine engineering, marine transportation, and maritime management to bolster regional talent pipeline.

[2] EDA reserves right to move a component project proposed under the Industry Transformation Path to the Implementation Path in the event that the Industry Transformation portfolio is not going to be funded holistically.

- Create a regional food system within a multi-county region by investing in: (1) new construction of a publicly-owned regional advanced food processing facility; (2) acquisition of advanced food processing equipment and technology; (3) expansion of public transportation infrastructure (including rail, ports, and regional airport) to facilitate the transport of regionally-sourced raw materials to the processing plant and finished products from the processing plant to market; (4) acquisition and rehabilitation of regional food system workforce training center; and (5) acquisition of relevant technology and other equipment for workforce training courses.

The deadline for applications submitted under the Industry Transformation Path is **5:00 pm Eastern Time on Tuesday, March 3, 2026**.

For more information on applying for the Industry Transformation Path, please see Appendix I.3.

3. Considerations when selecting a path

a. How does the Readiness Path interact with the Implementation and/or Industry Transformation Paths? Must I seek Readiness funding in order to compete under the other Paths?

No, applicants are not required to seek Readiness funding before applying for Implementation or Industry Transformation funding. The Readiness Path is designed to meet the community where it is and move the community towards its economic development goals. An eligible applicant may apply for Readiness funding standing alone if it needs assistance with planning, capacity, or pre-development costs.

Readiness funding can also help a region get ready to apply for the Implementation Path or Industry Transformation Path, or for other types of assistance, including state, local, private, or other federal sources of assistance. However, if a region or eligible entity already has projects that it feels are competitive under the Implementation or Industry Transformation Paths, it does not have to participate in the Readiness Path. In other words, the Readiness Path is not a prerequisite to any other Path.

In addition, some projects under the Paths may overlap. For example, if a community needs capacity to support an infrastructure project, the applicant may want to apply at the same time for both a Readiness project and an Implementation construction project, and EDA may award both grants concurrently.

b. Is there a disadvantage to participating in the Readiness Path? If I have to get a grant under the Readiness Path before I am ready to apply for the other Paths, how will I know if funding will still be available for those Paths?

While EDA may review projects and select them for funding on a rolling basis, EDA is aware that some regions or applicants may need Readiness Path funding to be competitive for the Implementation or Industry Transformation Paths. As such, subject to available funds, EDA will work to reserve some funding for later in the process to ensure that every region or applicant is fairly evaluated.

c. How do I decide whether to apply for an Implementation grant or an Industry Transformation grant? Will I lose the opportunity to apply for an Implementation project if my Industry Transformation application is not selected for award?

In the event that EDA does not fund an Industry Transformation application. EDA, at its sole discretion, may fund individual component projects of that application under the Implementation Path. Please do not apply concurrently for duplicate projects under any Path under this NOFO.

4. Which projects are ineligible under this Disaster NOFO?

Some projects are generally ineligible under this NOFO, including projects that are primarily residential in nature (*e.g.*, housing), projects to create community amenities (*e.g.*, swimming pools, zoos, recreational centers), projects that support casinos or gaming, projects that support general governmental functions (see 2 CFR § 200.444), and requests for funding to supplement operating budgets or replace lost revenue (including lost tax revenue). Applicants who are unsure whether their proposed project is eligible under this NOFO should contact their state or territory's Economic Development Representative (EDR) for assistance. EDR contact information is available on EDA's website and organized according to regional office: www.eda.gov/about/contact.

5. EDA's investment priorities; economic recovery resilience investment priority

EDA has five investment priorities:

- Critical infrastructure
- Workforce
- Innovation and entrepreneurship

- Economic recovery resilience
- Manufacturing

To be considered for funding under this NOFO, each project must be consistent with EDA's economic recovery resilience investment priority. EDA defines "economic recovery resilience" as:

> Economic development planning or implementation projects that enhance the ability of an area to withstand and recover from adverse short-term or long-term changes in economic conditions, including effects from industry contractions or economic impacts from natural disasters.

In section B.4 of the Form ED-900 (discussed below in section D.2), the applicant should explain how their project is consistent with the economic recovery resilience investment priority.

More information about EDA's investment priorities can be found at www.eda.gov/funding/investment-priorities. EDA's website will be updated to reflect any Congressionally approved revisions to the investment priorities, as applicable.

6. Comprehensive Economic Development Strategy (CEDS) Requirement

Except for a recovery strategy grant funded under the Readiness Path as described in section A.2.a of this NOFO, each project funded under this Disaster NOFO must be consistent with the region's current CEDS. If a CEDS does not exist for the region, the project must be consistent with an equivalent regional economic development strategy that EDA has determined meets the agency's CEDS or strategy requirements. In addition, if a project under the Industry Transformation Path intends to affect an area that encompasses multiple CEDS, the project should identify how the project is consistent with a broader multi-region strategy, which may include showing consistency with multiple CEDS.

Through section D.3 of Form ED-900, applicants must:

- Identify the regional CEDS.
- If there is no CEDS, attach the relevant alternative strategic planning document (often referred to as the CEDS-equivalent plan).

In addition to the instructions in the Form ED-900 itself, through section D.4 of the Form ED-900, applicants should:

- Clearly detail how the proposed project will align with and support the economic development needs and objectives outlined in the CEDS (or CEDS-equivalent plan).

- Describe how the EDA investment will complement, leverage, or otherwise align with other public and private investments to accomplish the planned deliverables and outcomes.

In addition, in the Budget Narrative, applicants should indicate if other federal funds have been secured for, or have been requested to support, any portion of the project for which an EDA investment is proposed. Where other federal funding may be involved in the project, the applicant should provide the federal program name and contact information with their application to facilitate interagency coordination and avoid duplication of resources.

7. Statutory Authorities

The statutory authority for the EAA program is section 209 of the Public Works and Economic Development Act of 1965 (PWEDA) (42 U.S.C. § 3149). The statutory authorization of supplemental appropriations for disaster economic recovery activities is section 703 of PWEDA (42 U.S.C. § 3233).

Applicant eligibility and program requirements are set forth in EDA's regulations (codified at 13 CFR Chapter III), and all applicants must address these requirements. EDA's regulations are accessible at the U.S. Government Publishing Office (GPO) website, https://www.ecfr.gov/current/title-13/chapter-III.

B. Basic Federal Award Information

1. What funding is available under this funding opportunity?

Under the American Relief Act, 2025 (Division B, Title II of Pub. L. No. 118-158), Congress appropriated approximately $1,447,000,000 to EDA to support disaster economic recovery activities in areas that received a major disaster designation because of hurricanes, wildfires, severe storms and flooding, tornadoes, and other natural disasters occurring in calendar years 2023 and 2024.[3]

For all other EDA program and investment opportunities, please review https://www.grants.gov (Grants.gov) or visit https://www.eda.gov/funding/funding-opportunities.[4]

[3] Congress appropriated $1,510,000,000 in total with up to 3% to cover EDA's administrative and oversight expenses, $10,000,000 going to the Delta Regional Authority, and $7,000,000 going to the Department of Commerce's Office of Inspector General.

[4] If EDA determines that an application is eligible for funding under another EDA NOFO (*e.g.*, the Public Works and Economic Adjustment Assistance NOFO), EDA may at its sole discretion transfer the application for processing from

2. What funding instrument will be used? What are the anticipated award amounts and how long will the period of performance of a project last?

Funding instrument: EDA expects it will award most funds using grants but may award a cooperative agreement on a case-by-case basis if substantial agency involvement is required. For a cooperative agreement, the nature of EDA's "substantial involvement" (to be included in the terms and conditions of the award) will generally be collaboration between EDA and the recipient on the scope of work.

Anticipated award amounts: Under this NOFO EDA expects to award the following, but reserves the discretion to make awards outside of this range as circumstances allow:

Readiness Path:

- Non-construction awards that range between $250,000 to $500,000

Implementation Path:

- Non-construction awards that range between $100,000 and $5 million
- Construction awards that range between $2 million and $20 million
- EDA may deviate from these estimates, including funding projects greater than $20 million, in cases of exceptional need and/or exceptional impact

Industry Transformation Path:

- A cluster of 3 to 5 non-construction and/or construction awards with a total funding level between $20 million and $50 million

Period of performance: The project period of performance depends on the nature of the project. In general, the period of performance for:

- Non-construction awards may range from **12 to 18 months** with extensions considered on a case-by-case basis. For the Readiness Path, EDA anticipates that a shorter period of performance may be appropriate.

- Construction awards may range from **12 to 48 months** with extensions considered on a case-by-case basis.

EDA will work closely with the recipients to accommodate their projected timelines within reason, as well as consistent with applicable regulations and grant policy allowances. EDA expects that all projects will proceed efficiently and expeditiously and encourages applicants to

---

the original NOFO to another. EDA will document that the applicant is in compliance with the application requirements of the NOFO to which the application is transferred.

clearly document how quickly they will be able to start and complete the proposed project scope of work specified in section B of the Form ED-900.

See Appendix I for information about performance goals, indicators, targets, data collection and measurement, and other guidance pertaining to the projects and activities eligible under this Disaster NOFO.

3. Who do I contact with questions?

For questions concerning this funding opportunity, including requests for technical assistance with application requirements, please contact the appropriate Economic Development Representative or other EDA representative listed on EDA's website at https://www.eda.gov/about/contact.

Individuals who are deaf or hard of hearing, as well as individuals who have speech or communication disabilities may use a relay service to call the telephone numbers listed on or through the EDA's website. To learn more about how to make an accessible telephone call to any of the numbers shown in this document, visit the webpage for the relay service of the Federal Communications Commission, https://www.fcc.gov/consumers/guides/telecommunications-relay-service-trs.

C. Eligibility and Other Program Requirements

1. What entities are eligible to apply for this funding opportunity?

Eligible applicants for economic recovery assistance under this Disaster NOFO include a(n):

- District organization of an EDA-designated Economic Development District (EDD);
- Indian tribe or a consortium of Indian tribes;
- State,[5] county, city, or other political subdivision of a state, including a special purpose unit of a state or local government engaged in economic or infrastructure development activities, or a consortium of political subdivisions;
- Institution of higher education or a consortium of institutions of higher education;
- Public or private nonprofit organization or association acting in cooperation with officials of a political subdivision of a state;
- An economic development organization; or

[5] Under section 3(10) of PWEDA (42 U.S.C. § 3122), the term "State" includes any State, the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, the Republic of the Marshall Islands, the Federated States of Micronesia, and the Republic of Palau.

- A public-private partnership for public infrastructure.

2. What locations are eligible for this funding opportunity?

A project must be located in, primarily serve, or demonstrably benefit one or more communities in areas that received a major disaster designation as a result of hurricanes, wildfires, severe storms and flooding, tornadoes, and other natural disasters occurring in calendar years 2023 and 2024.

Consistent with 13 CFR parts 301 and 307, EDA will determine area eligibility pursuant to the applicable federal disaster declaration under the Stafford Act and the Federal Emergency Management Agency (FEMA) designation of areas as eligible for public assistance or individual assistance due to the declared disasters listed on FEMA's website (www.fema.gov/disaster/).[6]

Using section C.1 of the Form ED-900, the applicant should clearly identify the location of the project and briefly detail how and why the proposed project benefits an eligible designated area (the applicant should provide further details about the project and how it will benefit the eligible designated area throughout the application, including using other sections of Form ED-900). EDA anticipates that most construction projects (including design and engineering) will be located in an eligible designated area. In exceptional circumstances under the Industry Transformation Path, EDA will consider funding construction component projects where the construction is located outside of an eligible designated area provided that substantial benefit accrues to, an eligible area or areas. For non-construction projects, the project's scope of work must primarily benefit an eligible designated area, and stakeholders representing those areas must be directly engaged in the project.[7]

Only applications from eligible applicants and are located in or serve an eligible designated area will be considered. EDA will evaluate and select applications according to the evaluation criteria set forth in section E.2 of this NOFO.

3. What are the cost sharing or matching requirements?

Once applicant and area eligibility are established, EDA generally expects to fund up to 80% of the eligible costs of such assistance. In accordance with EDA's statutory authority under section 703 of PWEDA (42 U.S.C. § 3233), EDA may increase the investment rate up to a maximum of 100%. In determining whether to increase the federal share above 80%, EDA's Grants Officers will consider on a case-by-case basis whether the circumstances of the proposed project warrant a federal share in excess of 80%, including whether the applicant has exhausted its

[6] "Designated area" means any jurisdiction (State, Local, Tribal, or Territorial) that is included under a major (*i.e.*, Stafford Act) disaster declaration.
[7] See also 13 CFR § 301.3(a).

effective taxing or borrowing capacity, can otherwise document that no local matching funds are reasonably obtainable, or meets other thresholds for elevated need based on the overall economic situation of the region.

EDA may also establish a maximum investment rate of up to 100% for projects of Indian tribes.

Refer to Appendix III.1 for more information on cost sharing or matching requirements.

4. What are the prohibitions and restrictions for using award funds and match?

Some projects are generally ineligible under this funding opportunity, including projects that are primarily residential in nature (*e.g.*, housing), projects to create community amenities (*e.g.*, swimming pools, zoos, recreational centers), projects that support casinos or gaming, projects that support general governmental functions (see 2 CFR § 200.444), and requests for funding to supplement operating budgets or replace lost revenue (including lost tax revenue).

It is DOC policy that funds may not be used to pay for profits or management fees in excess of costs, unless statutorily authorized. Funds may not be used, directly or indirectly, to replace existing funds. Additionally, the use of project funds to make equity or hybrid investments in businesses is not an allowable cost.

Applicants who are unsure whether their proposed project or cost is eligible under this funding opportunity should consult the appropriate EDA Economic Development Representative for the state where the project will be located as listed on EDA's website at https://www.eda.gov/about/contact (searchable by state).

See Appendix III.2 for more information about pre-award costs.

D. Application and Submission Information

1. Where can I find and submit an application?

An applicant must obtain, complete, and submit a complete application electronically through the Economic Development Grants Experience (EDGE) at https://sfgrants.eda.gov/s/. For the Readiness and Infrastructure Paths, applications will be accepted on an ongoing (rolling) basis until the publication of a new Disaster Supplemental NOFO, cancellation of this Disaster Supplemental NOFO, or all available funds have been expended.

Before submitting an application under this funding opportunity, each applicant must register its organization with EDGE. Applicants should note that this process can be lengthy, requires interaction with multiple organizations (e.g., SAM.gov), and requires confirmation at each step.

Applicant organizations that have not previously completed any of these steps may require three to four weeks to accomplish these tasks. EDA strongly encourages prospective applicants to begin the pre-submission process as early as possible in the application period.

Unique Entity Identifier (UEI) and System for Award Management (SAM)
Applicants are required to: (i) be registered in SAM; (ii) provide a valid unique entity identifier (UEI) in the application; (iii) make certain certifications (see also Appendix III.14 of this NOFO); and (iv) continue to maintain an active SAM registration with current information at all times during which they have an active federal award, or an application or plan under consideration by a federal awarding agency. EDA may not make a federal award to an applicant until the applicant has complied with all applicable UEI and SAM requirements and, if an applicant has not fully complied with the requirements by the time EDA is ready to make an award, EDA may determine that the applicant is not qualified. Recipients will be subject to reporting requirements, as identified in OMB guidance published at 2 CFR parts 25 and 170. All subrecipients must have a UEI before any subawards are made.

Refer to Appendix III.9 for important information on the form of application submission. Please also refer to Appendix III.9 for important information on the pre-submission process.

2. What is required for an application?

To successfully apply for funding, each applicant must determine which Path(s) they are seeking funding for and the type of project(s) they propose to fund (construction, non-construction, design and engineering, or RLF). To submit a complete application, all applicants should submit or complete the requirements in Table A (as applicable) and then find their proposed project type in Table B, and submit the relevant application forms and documents.

Table A below provides an overview of the documents necessary for an application under each Path. Depending on the path chosen, applicants will submit one or more project-specific packages. The contents of project-specific packages will depend on the type of project (e.g., construction or non-construction).

Table B below provides an overview of required documents for project-specific packages, broken out by whether the project is construction, non-construction, design and engineering, or RLF. An explanation of each required document is directly under Table B.

Due to the single-project nature of applications under the Readiness or Implementation Paths, applicants under those paths will only submit one project-specific package. In contrast, because Industry Transformation Path applications will typically propose a portfolio of construction and/or non-construction projects, applicants under that path will need to submit a complete project-specific package using the documents specified in Table B for each component project they propose. For example, if the proposed coalition is proposing three component projects, EDA would expect three project packages, each appropriate to the given component project.

Additionally, Appendix I contains crucial details about required information that must be submitted in the required narratives under each Path. Applicants must review that Appendix before submitting their application.

Table C summarizes application requirements for each project type and may be used as a checklist for applicants; it does not impose any new requirements.

The Economic Development Representative for the state or territory where the proposed project is located can provide technical assistance regarding application requirements. Additionally, EDA may contact the applicant to clarify application materials received. Finally, EDA may request that a given project be rescoped to fit within budget and timing constraints and, for Industry Transformation Path applications, request that a particular component project not be included in the application. Note that all component projects are expected to be completed within five years.

Table A: Required Application Documentation for All Projects

1. ***Required Narrative:***
   a. ***Readiness Path: One Impact and Engagement Narrative*** *that discusses in detail all the requirements outlined in Appendix I.1 of this NOFO. If the Impact and Engagement Narrative exceeds 3 pages (11-point font, single spaced, 1-inch margins), only the first 3 pages will be reviewed.*

      NOTE: Applicants ***must*** *review Appendix I.1 for critical information regarding the required contents for this Impact and Engagement Narrative.*

   b. ***Implementation Path: One Impact and Engagement Narrative*** *that discusses in detail all the requirements outlined in Appendix I.2 of this NOFO. If the Impact and Engagement Narrative exceeds 7 pages (11-point font, single spaced, 1-inch margins), only the first 7 pages will be reviewed.*

      NOTE: Applicants ***must*** *review Appendix I.2 for critical information regarding the required contents for this Impact and Engagement Narrative.*

   c. ***Industry Transformation Path: One Overarching Narrative*** *from the lead applicant that discusses in detail all the requirements outlined in Appendix I.3 of this NOFO. If the Overarching Narrative exceeds 10 pages (11-point font, single spaced, 1-inch margins), only the first 10 pages will be reviewed.*

      NOTE: Applicants ***must*** *review Appendix I.3 for critical information regarding the required contents for this Overarching Narrative.*

Table A: Required Application Documentation for All Projects

2. *Complete **Unique Entity Identifier (UEI) and System Award Management (SAM)** Registration. For additional information and background, please see the "Unique Entity Identifier (UEI) and System for Award Management (SAM)" note below this table.*

3. ***Match Documentation.** Section C.3 and Appendix I.1 contain critical information about required match (also commonly referred to as cost sharing), and all applicants must read that section before submitting an application.*

   *For **Industry Transformation Path** applicants, the coalition must meet the overall matching share requirement, but the coalition may apportion the matching share as it deems appropriate across the cluster of projects.*

4. ***Organizational Documentation** if applicable. In general, this is required for all nonprofit applicants.*

   For additional background and information, please see the "Organizational Documentation" note below this table.

5. ***Documentation of Investment/Policy Commitments** for **Implementation or Industry Transformation Paths** applicants, if applicable.*

   a. *For **Implementation Path** applicants Investment/Policy Commitments are strongly encouraged, but not required. See section A.2.b.*
   b. *For **Industry Transformation Path** applicants, Investment/Policy Commitments are required. See section A.2.c.*

   To document Investment/Policy Commitments, applicants may use the Form ED-900B or submit a commitment letter from the relevant business. Appendix II includes a template commitment letter.

   For additional background and information, please see the note on "Industry/Policy Commitments" below this table, as well as Appendix II.

6. ***Project-specific package** (depending on the type of project the applicant is proposing, the applicant must submit a complete project-specific package per project.*

   Table B below provides an overview of required documents for project-specific packages, broken out by whether the project is construction, non-construction, design and engineering, or revolving loan fund. An explanation of each required

Table A: Required Application Documentation for All Projects
document is directly under Table B. Note: Readiness and Implementation Projects will require only one project-specific package. Due to the portfolio nature of Industry Transformation, applicants under that path must submit a project-specific package for **each** component project in their application.

Organizational Documentation
Nonprofit organizations must submit documentation that demonstrates their status as nonprofit organizations. This must include articles of incorporation, bylaws, and certificate of good standing, or equivalent. It may also include proof of tax-exempt status.

In addition, depending on the type of organization, an economic development organization may need to submit organizational documentation. EDA will work with such applicants to determine what is required.

Public-private partnerships for public infrastructure must submit documentation defining the partnership, which contains details of the agreement, including roles and responsibilities, and is signed by all parties. EDA does not require that the consortium have a formal legal structure (*i.e.*, a contractual arrangement or public-private partnership).

Nonprofit or for-profit tribal entities may need to submit similar documentation that demonstrate the entity is wholly owned by and established for the benefit of the tribe. Other entities, including institutions of higher education that are not 100% publicly controlled, must provide documentation that demonstrates their organization type. States, federally-recognized Indian tribes, cities or other political subdivisions of states, and institutions of higher education that are 100% publicly controlled are not required to submit organizational documentation. Regardless of entity type, EDA reserves the right to request documentation or additional proof of organizational status.

Investment/Policy Commitments

EDA is focused on investing in activities that leverage existing community assets and private sector support to revitalize a regional economy severely impacted by natural disasters. See Appendix II for more information about the types of investment and policy commitments that an applicant may secure in support of their proposed project. Each commitment must be supported by appropriate documentation. As noted above in Table A, applicants may use the template commitment letter in Appendix II to document the commitments, or applicants may use Form ED-900B.

Note: Under the Industry Transformation Path, applicants are **required** to secure investment and/or policy commitments. **Industry Transformation Path applicants should review Appendix I.3 carefully for critical submission requirements necessary for their applications.**

Note: Under the Implementation Path, investment and/or policy commitments are encouraged but not required. **Implementation Path applicants should review Appendix I.2 carefully for critical submission requirements necessary for their applications.** See Appendix III.9 for submission instructions.

Table B. Project-Specific Package Requirements

Application Package for Non-Construction Projects under any Path:

1. ***One Form SF-424 (Application for Federal Assistance)*** *from the lead applicant.*

2. ***One Form SF-424A (Budget Information—Non-Construction Programs)*** *for the project.*

3. ***One Form CD-511 (Certification Regarding Lobbying)*** *from the lead applicant.*

4. ***One Form SF-LLL (Disclosure of Lobbying Activities) – if applicable,*** *from the lead applicant, if applicable. Form SF-LLL is only required if the applicant has reportable lobbying activities.*

5. ***One Form ED-900 (all sections) –*** *The applicant should complete all sections of the Form ED-900 that are appliable to their project (the form contains instructions to guide the applicant). The following guidance is designed to help applicants know where to include information referenced in this NOFO.*

   In addition to the information requested in the instructions to Form ED-900 itself, the applicant should use:

   - *Section B.4 of the Form ED-900 to explain how the project is consistent with the economic resilience investment priority.*
   - *Section C.1 of the Form ED-900 to clearly identify the location of the project and briefly detail how and why the proposed project benefits an eligible designated area.*
   - *Section D.1 of the Form ED-900 to specify the eligible disaster.*
   - *Section D.3 of the Form ED-900 to identify the relevant regional CEDS or, if there is no CEDS, to attach the relevant strategic planning document with which the project aligns (often referred to as a CEDS-equivalent plan) (see section A.6).*
   - *Section D.4 of the Form ED-900 to specify how the project is consistent with the economic resilience investment priority; detail how the proposed project will align with and support the economic development needs and objectives outlined in the CEDS (or CEDS-equivalent plan); and, if applicable, describe how the proposed project will complement, leverage, and otherwise align with other public and*

Table B. Project-Specific Package Requirements

private investments to accomplish the planned deliverables and outcomes of the scope of work (see sections A.2, A.5, and A.6).

In addition:

b. *For Readiness or Implementation Paths – complete one Form ED-900 per project*
c. *For Industry Transformation Path – complete one Form ED-900 for* ***each*** *component project*

5. ***Copy of Relevant FEMA Disaster Declaration***

6. ***One Budget Narrative*** *that identifies and justifies how funds in each line item of the budget will be used to support the proposed project. This should also describe any other federal funds that will be used for the project (see section A.6), include itemized valuations of any in-kind matching funds, and specifically address each budget line item (including both the federal share and matching non-federal share).*

   For additional background and information, please see the "Budget Narrative" note below this table.

7. ***Indirect Cost Rate Documentation*** *(if applicable). For additional background and information, see the "Copy of Negotiated Indirect Cost Rate Agreement (if applicable)" note below this table.*

8. ***SPOC Compliance Documentation,*** *if applicable. For additional background and information, please see the "SPOC Compliance" note below this table.*

Application Package for Design and Engineering Projects Under Any Path (in general, EDA anticipates that this package will come up most frequently in the Readiness Path)

1. ***One Form SF-424 (Application for Federal Assistance)*** *from the lead applicant.*

2. ***One Form SF-424C (Budget Information—Construction Programs)*** *for the project.*

3. ***One Form CD-511 (Certification Regarding Lobbying)*** *from the lead applicant.*

4. ***One Form SF-LLL (Disclosure of Lobbying Activities) – if applicable,*** *from the lead applicant, if applicable. Form SF-LLL is only required if the applicant has reportable lobbying activities.*

5. ***One Form ED-900 (all sections) –*** *The applicant should complete all sections of the Form ED-900 that are appliable to their project (the form contains instructions to*

Table B. Project-Specific Package Requirements

guide the applicant). The following guidance is designed to help applicants know where to include information referenced in this NOFO.

In addition to the information requested in the instructions to Form ED-900 itself, the applicant should use:

- *Section B.4 of the Form ED-900 to explain how the project is consistent with the economic resilience investment priority.*
- *Section C.1 of the Form ED-900 to clearly identify the location of the project and briefly detail how and why the proposed project benefits an eligible designated area.*
- *Section D.1 of the Form ED-900 to specify the eligible disaster.*
- *Section D.3 of the Form ED-900 to identify the relevant regional CEDS or, if there is no CEDS, to attach the relevant strategic planning document with which the project aligns (often referred to as a CEDS-equivalent plan) (see section A.6).*
- *Section D.4 of the Form ED-900 to specify how the project is consistent with the economic resilience investment priority; detail how the proposed project will align with and support the economic development needs and objectives outlined in the CEDS (or CEDS-equivalent plan); and, if applicable, describe how the proposed project will complement, leverage, and otherwise align with other public and private investments to accomplish the planned deliverables and outcomes of the scope of work (see sections A.2, A.5, and A.6).*

In addition:

d. *For Readiness or Implementation Paths – complete one Form ED-900 per project*
e. *For Industry Transformation Path – complete one Form ED-900 for* ***each*** *component project*

9. ***Copy of Relevant FEMA Disaster Declaration***

10. ***One Budget Narrative*** *that identifies and justifies how funds in each line item of the budget will be used to support the proposed project. This should also describe any other federal funds that will be used for the project (see section A.6), include itemized valuations of any in-kind matching funds, and specifically address each budget line item (including both the federal share and matching non-federal share).*

    For additional background and information, please see the "Budget Narrative" note below this table.

11. ***SPOC Compliance Documentation,*** *if applicable. For additional background and information, please see the "SPOC Compliance" note below this table.*

Table B. Project-Specific Package Requirements

12. ***One Form SF-424D*** *(Assurances—Construction Programs) from each co-applicant, as applicable.*

13. ***One Form ED-900D*** *(Requirements for Design and Engineering Assistance).*

14. ***Environmental Documentation*** *that will enable EDA to comply with its NEPA responsibilities. An environmental narrative outline that details required components may be accessed in EDA's website at: https://www.eda.gov/sites/default/files/2025-03/Environmental-Narrative-Template-and-Application-Certification-Clause_2025.docx. The documentation should reflect whether the component project is categorically excludable or should be a draft environmental assessment or environmental impact statement, as funded by the technical assistance award. Applicants should consult with the appropriate Economic Development Representative (EDR) at www.eda.gov/about/contact to connect with an EDA Environmental Officer to ensure the appropriate documentation is prepared.*

    For additional background and information, please see the note on "Environmental and Historic Preservation Requirements" below this table.

15. ***One Applicant's Certification Clause*** *(see Appendix A (starting on pg. 8) to the environmental narrative outline noted above) completed separately and signed by each co-applicant, as applicable.*

16. ***Indirect Cost Rate Documentation*** *(if applicable). For additional background and information, see the "Copy of Negotiated Indirect Cost Rate Agreement (if applicable)" note below this table.*

17. ***Map of project site****.*

Application Package for Construction Projects Under Any Path (because Readiness projects are all non-construction, this package will only come up in the Implementation and Industry Transformation Paths)

1. ***One Form SF-424 (Application for Federal Assistance)*** *from the lead applicant.*

2. ***One Form SF-424C (Budget Information—Construction Programs)*** *for the project.*

3. ***One Form CD-511 (Certification Regarding Lobbying)*** *from the lead applicant.*

4. ***One Form SF-LLL (Disclosure of Lobbying Activities) – if applicable,*** *from the lead applicant, if applicable. Form SF-LLL is only required if the applicant has reportable lobbying activities.*

Table B. Project-Specific Package Requirements

5. ***One Form ED-900 (all sections) –*** *The applicant should complete all sections of the Form ED-900 that are appliable to their project (the form contains instructions to guide the applicant). The following guidance is designed to help applicants know where to include information referenced in this NOFO.*

   In addition to the information requested in the instructions to Form ED-900 itself, the applicant should use:

7. *Section B.4 of the Form ED-900 to explain how the project is consistent with the economic resilience investment priority.*
8. *Section C.1 of the Form ED-900 to clearly identify the location of the project and briefly detail how and why the proposed project benefits an eligible designated area.*
9. *Section D.1 of the Form ED-900 to specify the eligible disaster.*
10. *Section D.3 of the Form ED-900 to identify the relevant regional CEDS or, if there is no CEDS, to attach the relevant strategic planning document with which the project aligns (often referred to as a CEDS-equivalent plan) (see section A.6).*
11. *Section D.4 of the Form ED-900 to specify how the project is consistent with the economic resilience investment priority; detail how the proposed project will align with and support the economic development needs and objectives outlined in the CEDS (or CEDS-equivalent plan); and, if applicable, describe how the proposed project will complement, leverage, and otherwise align with other public and private investments to accomplish the planned deliverables and outcomes of the scope of work (see sections A.2, A.5, and A.6).*

    In addition:
    a. *For Readiness or Implementation Paths – complete one Form ED-900 per project*
    b. *For Industry Transformation Path – complete one Form ED-900 for* ***each*** *component project*

12. ***Copy of Relevant FEMA Disaster Declaration***

13. ***One Budget Narrative*** *that identifies and justifies how funds in each line item of the budget will be used to support the proposed project. This should also describe any other federal funds that will be used for the project (see section A.6), include itemized valuations of any in-kind matching funds, and specifically address each budget line item (including both the federal share and matching non-federal share).*

    For additional background and information, please see the "Budget Narrative" note below this table.

14. SPOC Compliance Documentation, *if applicable. See below and Appendix III.27.*

Table B. Project-Specific Package Requirements

15. ***One Form SF-424D*** *(Assurances—Construction Programs) from each co-applicant, as applicable.*

16. ***One Form ED-900C*** *(EDA Application Supplement for Construction Programs) and accompanying supporting documentation, e.g., Preliminary Engineering Report.*

17. ***One Form ED-900E*** *(Calculation of Estimated Relocation and Land Acquisition Expenses).*

18. ***Environmental Documentation*** *that will enable EDA to comply with its NEPA responsibilities. An environmental narrative outline that details required components may be accessed in EDA's website at: https://www.eda.gov/sites/default/files/2025-03/Environmental-Narrative-Template-and-Application-Certification-Clause_2025.docx. The documentation should reflect whether the component project is categorically excludable or should be a draft environmental assessment or environmental impact statement, as funded by the technical assistance award. Applicants should consult with the appropriate Economic Development Representative (EDR) at www.eda.gov/about/contact to connect with an EDA Environmental Officer to ensure the appropriate documentation is prepared.*

    For additional background and information, please see the note on "Environmental and Historic Preservation Requirements" below this table.

19. ***One Applicant's Certification Clause*** *(see Appendix A (starting on pg. 8) to the environmental narrative outline noted above) completed separately and signed by each co-applicant, as applicable.*

20. ***Map of project site****.*

21. ***Additional Requirements for Incubators and Accelerators (if applicable)****.* In addition to the required forms and documentation listed in this table, applications for **a business technology, or other type of incubator or accelerator**, must also include documents listed in Appendix III.25.

Note: Indirect cost share is not permitted in construction projects.

Application Package for RLF Projects Under Any Path (this package will only come up in the Implementation and Industry Transformation Paths)

1. ***One Form SF-424 (Application for Federal Assistance)*** *from the lead applicant.*

Table B. Project-Specific Package Requirements

2. ***One Form SF-424A (Budget Information—Non-Construction Programs)*** *for the project.*

3. ***One Form CD-511 (Certification Regarding Lobbying)*** *from the lead applicant.*

4. ***One Form SF-LLL (Disclosure of Lobbying Activities) – if applicable,*** *from the lead applicant, if applicable. Form SF-LLL is only required if the applicant has reportable lobbying activities.*

5. ***One Form ED-900 (all sections) –*** *The applicant should complete all sections of the Form ED-900 that are appliable to their project (the form contains instructions to guide the applicant). The following guidance is designed to help applicants know where to include information referenced in this NOFO.*

   In addition to the information requested in the instructions to Form ED-900 itself, the applicant should use:

   - *Section B.4 of the Form ED-900 to explain how the project is consistent with the economic resilience investment priority.*
   - *Section C.1 of the Form ED-900 to clearly identify the location of the project and briefly detail how and why the proposed project benefits an eligible designated area.*
   - *Section D.1 of the Form ED-900 to specify the eligible disaster.*
   - *Section D.3 of the Form ED-900 to identify the relevant regional CEDS or, if there is no CEDS, to attach the relevant strategic planning document with which the project aligns (often referred to as a CEDS-equivalent plan) (see section A.6).*
   - *Section D.4 of the Form ED-900 to specify how the project is consistent with the economic resilience investment priority; detail how the proposed project will align with and support the economic development needs and objectives outlined in the CEDS (or CEDS-equivalent plan); and, if applicable, describe how the proposed project will complement, leverage, and otherwise align with other public and private investments to accomplish the planned deliverables and outcomes of the scope of work (see sections A.2, A.5, and A.6).*

   In addition:

   a. *For Readiness or Implementation Paths – complete one Form ED-900 per project*
   b. *For Industry Transformation Path – complete one Form ED-900 for* ***each*** *component project*

6. ***Copy of Relevant FEMA Disaster Declaration***

Table B. Project-Specific Package Requirements

7. ***One Budget Narrative*** *that identifies and justifies how funds in each line item of the budget will be used to support the proposed project. This should also describe any other federal funds that will be used for the project (see section A.6), include itemized valuations of any in-kind matching funds, and specifically address each budget line item (including both the federal share and matching non-federal share).*

   For additional background and information, please see the "Budget Narrative" note below this table.

8. ***SPOC Compliance Documentation,*** *if applicable. See below and Appendix III.27.*

9. ***One Form ED-900F*** *(Additional EDA Assurances for Revolving Loan Fund Applications).*

10. ***Indirect Cost Rate Documentation*** *(if applicable). For additional background and information, see note below this table.*

11. ***Draft RLF Plan*** *(must address all components required by EDA's regulation at 13 CFR § 307.9.).*

Budget Narrative

The budget narrative total should match the total project costs listed in both the Form SF-424 question 18, line g, and Form SF-424A or SF-424C, as applicable.

The non-federal share, whether in cash or in-kind, is expected to be paid out at the same general rate as the federal share; however, if the applicant's budget narrative proposes otherwise, applicants must also include information that clearly indicates what project elements the matching share funds will support and explain why deviation from paying out at the same general rate is required for the project to be implemented. For construction projects, the budget narrative may be included in the preliminary engineering report.

If a project requires or anticipates the payment of federal funds to third parties (such as partners, consultants, vendors, and/or service providers), it is the applicant's responsibility to determine whether a third party should be characterized as a subrecipient or a contractor. The characterization must be reflected in the terms of each agreement made with each third party. (See 2 CFR § 200.1 for definitions of contract, contractor, subaward, and subrecipient; see also 2 CFR § 200.331, Subrecipient and contractor determinations.)

All subawards must receive EDA prior approval. If selected for award, and before initial disbursement of any funds by EDA for any costs incurred by a subrecipient, EDA may request documentation demonstrating that the subrecipient is an entity eligible to receive EDA assistance. See Appendix III.28 for information about third party subawards vs. contractors.

Environmental and Historic Preservation Requirements
All applicants for EDA construction assistance (including design and engineering assistance) are required to provide adequate environmental information. Each application will be reviewed by EDA for compliance with the National Environmental Policy Act (NEPA) of 1969, as amended. During the NEPA review process, applicants may be instructed to contact the designated State and/or Tribal Historic Preservation Officer (SHPO/THPO), provide approvals from other governmental agencies, or provide more detailed environmental information. EDA, after compliance with requirements for consultation with Federally-recognized Indian Tribes, may require applicants to participate in Tribal consultation, as necessary. NEPA requires EDA to provide public notice of the availability of project-specific environmental documents, such as environmental impact statements, environmental assessments, findings of no significant impact, and records of decision, to the affected public.

For further guidance and information, applicants are encouraged to contact their state or territory's Economic Development Representative (EDR) for assistance. EDR contact information is available on EDA's website and organized according to regional office: https://www.eda.gov/about/contact (searchable by state).

Copy of Negotiated Indirect Cost Rate Agreement (if applicable)
As noted in EDA's Standard Terms and Conditions for Construction Projects (Construction ST&Cs), indirect costs are not applicable to construction awards.

If indirect costs are included in the budget, the applicant must include documentation to support the indirect cost rate they are using (unless claiming the 15 percent de minimis indirect cost rate, discussed below). The applicant must submit a copy of its current, approved, and negotiated indirect cost rate agreement (NICRA). The maximum dollar amount of allocable indirect costs for which EDA will reimburse a recipient will be the lesser of the (i) line-item amount for the federal share of indirect costs contained in the EDA-approved budget for the award, or (ii) federal share of the total allocable indirect costs of the award based on either (i) the indirect cost rate approved by EDA (or applicable cognizant federal agency), provided that the cost rate is current at the time the costs were incurred and provided that the rate is approved on or before the award end date, or (ii) other acceptable documentation as indicated below.

If the applicant does not have a current or pending NICRA, it may propose indirect costs in its budget; however, the applicant must prepare and submit an allocation plan and rate proposal for approval within ninety calendar days from the award start date (unless claiming the 15 percent de minimis indirect cost rate, discussed below). See 2 CFR part 200 Apps. III, IV, V, VI, VII for guidance. The allocation plan and the rate proposal shall be submitted to EDA's Office of Regional Affairs (or the applicable cognizant federal agency). The applicant should include a statement in its Strategy Development Budget Narrative that it does not have a current or pending NICRA and will submit an allocation plan and rate proposal to EDA or the applicant's cognizant federal agency for approval.

In accordance with 2 CFR § 200.414(f), an applicant that does not have a current negotiated or provisional NICRA, may elect to charge a de minimis rate of up to 15 percent of modified total direct costs (subject to the exceptions of § 200.414(f)). No documentation is required to justify the de minimis indirect cost rate; however, an applicant electing to charge a de minimis rate must include a statement in its Budget Narrative that it does not have a current negotiated (including provisional) rate and is electing to charge the de minimis rate.

If the applicant is a state or local unit of government that receives less than $35 million in direct federal funding per year it may submit any of the following:

- a NICRA;
- a Certificate of Indirect Costs from the Department of the Interior (DOI) or EDA (See: https://www.eda.gov/sites/default/files/filebase/archives/2021/files/tools/grantee-forms/Certificate-of-Indirect-Costs-template.pdf);
- an acknowledgment received from EDA and a Certificate of Indirect Costs in the form prescribed at 2 CFR part 200, app. VII; or
- a Cost Allocation Plan approved by a federal agency (note that cost allocation plans or indirect cost rates approved by state agencies are not acceptable).

SPOC Compliance

This is required if a project's primary service area is located within one or more states that participate in the intergovernmental review process established by Executive Order 12372, "Intergovernmental Review of Federal Programs." See Appendix III.27 "SPOC Compliance" of this NOFO.

The current list of participating states and their single points of contact (SPOC) can be found at https://www.ojp.gov/IntergovernmentalReviewSPOCList.pdf. EDA strongly encourages applicants to contact SPOCs early in the application period to determine the relevant *s*tate's or *s*tates' processes.

Based on the applicant's state, EDA requires the following documentation:

State does not participate	No documentation required—check SF-424 box 19(c).
State participates; this grant program not subject to review	Documentation (*e.g.*, a state executive order, a letter from the SPOC) showing that this grant program is not subject to review. Applicants must provide the documentation as an attachment to the application and check SF-424 box 19(b).
State participates; this grant program subject to review	Documentation (*e.g.*, a letter from the SPOC) with comments or indicating that this project was not selected for review, or, if the comment period has expired or comments were not received, a copy of the applicant's request for comments (*e.g.*, email). Applicants must provide the documentation as an attachment to the application and check SF-424 box 19(a).

Table C: Application Checklist by Project Type

Please note that this checklist summarizes the application documentation to be submitted for each individual project under the ***Readiness or Implementation Paths*** *or for each component project submitted under the* ***Industry Transformation Path****. This checklist is provided for convenience. This Table does not contain any additional requirements.*

	Construction	***Design & Engineering***	***Non-Construction***	***Revolving Loan Fund***
Impact and Engagement Narrative (included as part of the Overarching Narrative in the Industry Transformation Path)	*X*	*X*	*X*	*X*
Match Documentation	*X*	*X*	*X*	*X*
Organizational Documentation (if applicable depending on the applicant type)	*X*	*X*	*X*	*X*
Investment/Policy Commitments using Form ED-900B or letters (only required for Implementation and Industry Transformation Paths)	*X*	*X*	*X*	*X*
Form SF-424 (Application for Federal Assistance)	*X*	*X*	*X*	*X*
Form CD-511	*X*	*X*	*X*	*X*
Form SF-LLL (if applicable)	*X*	*X*	*X*	*X*
Form ED-900 (General Application for EDA Programs)	*X*	*X*	*X*	*X*
Copy of Relevant FEMA Disaster Declaration	*X*	*X*	*X*	*X*
Budget Narrative	*X*	*X*	*X*	*X*
SPOC Compliance Documentation (if applicable)	*X*	*X*	*X*	*X*

Table C: Application Checklist by Project Type

Please note that this checklist summarizes the application documentation to be submitted for each individual project under the ***Readiness or Implementation Paths*** *or for each component project submitted under the* ***Industry Transformation Path****. This checklist is provided for convenience. This Table does not contain any additional requirements.*

	Construction	***Design & Engineering***	***Non-Construction***	***Revolving Loan Fund***
Form SF-424A *(Budget Information—Non-Construction Programs)*			*X*	*X*
Form SF-424C *(Budget Information—Construction Programs)*	*X*	*X*		
Form SF-424D *(Assurances—Construction Programs)*	*X*	*X*		
Form ED-900C *(EDA Application Supplement for Construction Programs) and supporting documentation, e.g., Preliminary Engineering Report (PER).*	*X*			
Form ED-900D *(Requirements for Design and Engineering Assistance)*		*X*		
Form ED-900E *(Calculation of Estimated Relocation and Land Acquisition Expenses)*	*X*			
Form ED-900F *(Additional EDA Assurances for Revolving Loan Fund Applications)*				*X*
Environmental narrative	*X*	*X*		
Certification clause *(with environmental narrative)*	*X*	*X*		
Map	*X*	*X*		
Indirect cost rate documentation *(if applicable)*		*X*	*X*	*X*
Draft RLF plan *(must address all components required by EDA's regulation at 13 CFR § 307.9.)*				*X*

Table C: Application Checklist by Project Type

*Please note that this checklist summarizes the application documentation to be submitted for each individual project under the **Readiness or Implementation Paths** or for each component project submitted under the **Industry Transformation Path**. This checklist is provided for convenience. This Table does not contain any additional requirements.*

	Construction	***Design & Engineering***	***Non-Construction***	***Revolving Loan Fund***
Additional requirements for incubators and accelerators *(if applicable)*	*X*			

3. Are there any submission deadlines?

For applications submitted under the Readiness and Implementation Paths, there are no submission deadlines. Applications will be accepted on an ongoing (rolling) basis until the replacement of this FY2025 Disaster NOFO, cancellation of this NOFO, or all available funds have been expended. EDA intends to review applications expeditiously upon receipt of a complete application.

The deadline for applications submitted under the Industry Transformation Path is **5:00 pm Eastern Time on Tuesday, March 3, 2026**. Industry Transformation applications received after this deadline will not be reviewed or considered.

E. Application Review and Selection Processes

Grant application submissions are subject to an initial **technical review** by EDA to ensure completeness of the application and compliance with all requirements.

Subsequently, EDA will establish an **Investment Review Committees (IRC)** to conduct an evaluation of complete applications and determine which projects to forward to the **Selecting Official** for final selection and funding.

1. Technical Review

Each application will receive an initial technical review to confirm eligibility, completeness, and responsiveness. An application may not be evaluated by the Investment Review Committee if:

a) The application package does not contain mandatory items (see section D.2).
b) The applicant is not an eligible entity (see section C.1).
c) The project fails to address program objectives and priorities (see section A.1).

EDA, in its sole discretion, may continue review of applications with minor defects that may be easily rectified or cured.

2. Investment Review Committee (IRC)

All complete applications will be evaluated by periodic Investment Review Committee (IRC) panels consisting of at least three federal employees. The IRC will deliberate the merits of each application based on the extent to which the application meets the evaluation criteria below. EDA may, in its discretion and including at the IRC's request, consult experts outside of EDA on the technical aspects of an application to assist the IRC in its evaluation. EDA may in some cases negotiate the scope and nature of certain projects to more closely align with the purpose of this NOFO or fit within funding limitations. The IRC will present the Selection Official with a recommended portfolio of applications in addition to recommendations on how to apply the selection factors discussed in section E.3 below.

For Industry Transformation applicants, while EDA will evaluate the portfolio of component projects within an application holistically, individual component projects within a proposed application may not get funded, and EDA expects in some cases to negotiate the scope and nature of certain component projects or the overall mix of projects, in order to more closely align with the purpose of the NOFO, ensure consistency and utility of each component project within the portfolio, or to fit within funding limitations. Individual component projects not funded may be funded under another EDA NOFO.

The IRC will evaluate complete applications, with specific evaluation criteria required for each (below).

a. Readiness Path projects

For Readiness Path projects, EDA will apply the evaluation criteria with each category weighted equally:

1. **Disaster Recovery and Community Need –** *How well do you understand the community's disaster recovery needs?*
    a. The extent to which the applicant demonstrates an understanding of the damage and economic impacts in the region due to the eligible natural disaster and pre-disaster economic conditions in the area.
    b. The extent to which the applicant has a preliminary idea of the post-disaster assets and interventions that could address disaster recovery in the region.
    c. The degree of economic distress experienced in the project area.
2. **Project Strategy –** *How well does your project address your capacity needs to better prepare you to meet the community's needs in the future?*

a. The extent to which the proposal clearly identifies **how** the proposed activities prepare and increase capacity in the applicant organization or the region to identify, implement, and secure future funding for disaster recovery.
b. The extent to which the project demonstrates strong community engagement including the responsiveness to public feedback and subsequent support from regional stakeholders (private, public, and nonprofit entities, etc.) so that the needs of all affected communities are considered in strategy development.
c. The project's alignment with the regional CEDS or other CEDS equivalent EDA-accepted economic development strategy, including the extent to which the project is aligned with and integrated into other public or private investments currently ongoing or planned for the community and region. Note: this criterion is not applicable to Readiness projects for Strategy Development that propose foundational planning in regions that do not currently have a CEDS or CEDS equivalents.
d. The project's demonstrated alignment with EDA's current Investment Priorities as outlined at https://www.eda.gov/funding/investment-priorities.

3. **Feasibility –** *How likely is your project to succeed?*
    a. The eligible entity's organizational and leadership capacity, including its capacity to engage necessary local partners and secure private-sector, public-sector, and philanthropic commitments.
    b. The extent to which the project budget and scope of work are efficient, realistic, and appropriate to the activities to be undertaken.
    c. The project's feasibility or likelihood that it will achieve its projected outcomes on the proposed schedule.
    d. The availability and committed nature of proposed matching funds necessary to complete the project.
4. **Performance Goals and Measures of Success –** *How impactful will your project be and how will we measure your success?*
    a. The project's milestones and indicators of success are ambitious, achievable, clear and measurable.
    b. The likelihood that the project can start quickly and the immediacy of its outcomes.
    c. The project is designed for long-term impact beyond the grant period.
    d. [For pre-development costs only]: The significance of the projected economic impact of the proposed future recovery project that the pre-development costs would support.

b. Implementation Path projects (construction and non-construction)

For Implementation Path projects, EDA will use the following evaluation criteria, with each of the categories weighted equally.

1. **Disaster Recovery and Community Needs –** *How well do you understand the community's disaster recovery needs?*
    a. The extent to which the applicant demonstrates an understanding of the damage and economic impacts in the region due to the eligible natural disaster and pre-disaster economic conditions in the area.
    b. The extent to which the applicant demonstrates an understanding of the assets and potential interventions that could address disaster recovery in the region.
    c. The degree of economic distress experienced in the project area.
2. **Project Strategy –** *How well does your project address the community's disaster needs and this program's objectives?*
    a. The extent to which the project strategy is clearly informed by regional assets, regional economic conditions pre and post disaster, and considers other investments, commitments, and regional activities.
    b. The proposed activities' potential to improve economic conditions for the region above and beyond pre-disaster levels.
    c. The extent to which the project demonstrates strong community engagement including the responsiveness to public feedback and subsequent support from regional stakeholders (private, public, and nonprofit entities, etc.) so that the needs of all affected communities are considered in strategy development.
    d. The project's alignment with the regional CEDS or other CEDS equivalent EDA-accepted economic development strategy, including the extent to which the project is aligned with and integrated into other public or private investments currently ongoing or planned for the community and region.
    e. The extent to which EDA's investment is necessary.
3. **Feasibility –** *How likely is your project to succeed?*
    a. The eligible entity's organizational and leadership capacity, including its capacity to engage necessary local partners and secure private-sector, public-sector, and philanthropic commitments.
    b. The extent to which the project budget and scope of work are efficient, realistic, and appropriate to the activities to be undertaken.
    c. The project's feasibility or likelihood that it will achieve its projected outcomes on the proposed schedule.
    d. The availability and committed nature of proposed matching funds necessary to complete the project.
4. **Performance Goals and Measures of Success –** *How impactful will your project be and how will we measure your success?*
    a. The significance of the project's impact on the region's recovery and future economic opportunities. This could be measured by the project's ability to: (1) to create or retain jobs, (2) generate private sector investment, and/or (3) positively impact other measures for economic growth (including, for example, growing the tax base or increasing the job market participation rate). For this criterion, jobs and private investment can be measured in the aggregate or in proportion to the area's relative population, and both are competitive.

i. Note: For this evaluation criteria, projects that include letters of commitment from private sector entities or other regional stakeholders will be viewed as more competitive. See Appendix II for more information about commitment letters.

b. The extent to which the project is responsive to the needs of communities impacted by the relevant disasters regarding disaster relief, long-term economic recovery, resilience to future disasters, and restoration and enhancement of infrastructure.
c. The project's milestones and indicators of success are ambitious, achievable, clear, and measurable.
d. The project is designed for long-term impact beyond the grant period.

c. Industry Transformation Path portfolios (construction and non-construction)

For Industry Transformation Path portfolios, EDA will use the following evaluation criteria. The category "**Performance Goals and Measures of Success**" will encompass one-third of the total weight, and the other categories will receive equal weight within the remaining two-thirds.

a. **Disaster Recovery and Community Need –** *How well do you understand the region's needs and opportunities?*
    a. The extent to which the applicant demonstrates an understanding of the damage and economic impacts in the region due to the eligible natural disaster and pre-disaster economic conditions in the region.
    b. The extent to which the applicant demonstrates an understanding of the assets and potential interventions that could address disaster recovery in the region.
    c. The degree of economic distress experienced in the project region.
b. **Project Strategy –** *How well does your project address the community's disaster needs and this program's objectives?*
    a. The extent to which the project strategy is clearly informed by regional assets, regional economic conditions pre and post disaster, and considers other investments, commitments, and regional activities.
    b. The proposed activities' potential to fundamentally alter the economic trajectory for the region above and beyond pre-disaster levels.
    c. The extent to which the component projects are interrelated, complementary, and cohesive, creating a tightknit, logical, and impactful portfolio.
    d. The extent to which the project demonstrates strong engagement including the responsiveness to public feedback and subsequent support from regional stakeholders (both private and public entities).

e. The extent to which the project demonstrates strong community engagement including the responsiveness to public feedback and subsequent support from regional stakeholders (both private and public entities) so that the needs of all affected communities are considered in strategy development.
f. The project's alignment with the regional CEDS or other CEDS equivalent EDA -accepted economic development strategy, including the extent to which the project is aligned with and integrated into other public or private investments currently ongoing or planned for the community and region.
g. The extent to which EDA's investment is necessary and could not be made by another private or public sector entity.

c. Feasibility – *How likely is your project to succeed?*

a. The eligible entity's organizational and leadership capacity, including its capacity to engage necessary local partners and secure private sector, public sector, and philanthropic commitments.
b. The extent to which the project budget and scope of work are efficient, realistic, and appropriate to the activities to be undertaken.
c. The project's feasibility or likelihood that it will achieve its projected outcomes on the proposed schedule.
d. The availability and committed nature of proposed matching funds necessary to complete the project.

d. **Coalition Strength –** *How well prepared is your coalition?*

a. The leadership team and partnership have an effective leadership, decision-making, and accountability structure, and this is reflected in the plan for overall management and governance.
b. The coalition includes key regional stakeholders (both private and public entities) and demonstrates a strong cohesive and sustainable team with solid organization, feedback, and communication mechanisms.

e. Performance Goals and Measures of Success – *How impactful will your project be and how will we measure your success?*

a. The applicant clearly defines what transformation looks like for the region and how the project will accelerate industry and grow the regional economy. The project includes clear, measurable, ambitious, and achievable milestones and indicators of success. The most important measures of success are: (1) the dollar value of the secured private sector investment commitments and policy commitments, and/or (2) the number of jobs to be created or retained by the project and/or the relative impact of that number to the impacted area.
b. The project is designed for long-term impact beyond the grant period.

3. Selecting Official's Decision

Applications recommended by the IRC and deemed fully compliant with applicable rules and regulations will be forwarded to the Selecting Official. The Selecting Official will make a final funding decision in consultation with the Secretary of Commerce, or his/her delegee. The Selecting Official may select a project for funding that differs from the IRC's recommendations based on any of the following selection factors:

1. Responsiveness to the NOFO goals and/or priorities;
2. The extent to which the application meets the overall objectives of section 2 of PWEDA (42 U.S.C. § 3121);
3. The applicant's performance under previous federal financial assistance awards, including whether the grantee submitted required performance reports and data;
4. The availability of program funding;
5. The extent to which the project supports EDA's goals of geographic balance in distribution of program funds, organizational type (to include smaller and rural organizations), and the overall portfolio;
6. The relative rate of return of the project, including but not limited to consideration of private investment commitments and other economic impact data; and
7. The relative economic distress of the area and scale of disaster impact.

The final decision must be consistent with EDA's and DOC's published policies. Any time a Selecting Official makes a selection that differs from the IRC's recommendation, the Selecting Official will document the rationale for the decision in writing.

F. EDGE SYSTEMS ISSUES

Please review Appendix III.10, which covers EGDE system issues and alternatives to submission through EDGE.

G.FEDERAL AWARD ADMINISTRATION INFORMATION

Please review the Appendices to this NOFO, which cover the following topics in detail:

I. Required Application Narratives
II. Investment/Policy Commitments Requirements [if applicable]
III. Additional Information on Application, Policy, and Legal Requirements

H.Appendices

APPENDIX I – Required Application Narratives

1. READINESS PATH - Impact and Engagement Narrative Requirements

The Impact and Engagement Narrative for the Readiness Path serves to answer specific questions about the impact of the proposed project. Each applicant under the Readiness Path should submit a narrative in accordance with the structure and prompts below, depending on the type of funding requested in your application. The narrative should not exceed 3 pages (11 point font, single spaced, 1-inch margins).

Section 1: Executive Summary (no more than 500 words)
Briefly summarize the proposed project and activities:

- Project Title
- Summary of overarching plan
- Proposed goals
- The proposed geographic region

Section 2: For all Readiness applications, applicants should clearly explain:

- How the proposed activities in their application will prepare the applicant organization and/or the community to apply for and/or implement future disaster recovery funding.
- What future disaster recovery funding the applicant or the community anticipates planning for or applying for.
    - Note: For long-term strategy planning proposals, it may be more appropriate to provide general plans for how a cohesive regional disaster recovery strategy will make the applicant or community more competitive for future categories of disaster recovery funding. In contrast, for short-term proposals intended to build capacity to apply for specific funding streams, applicants should identify their plans with an appropriate degree of specificity that reflects the state of their planning and strategy.
    - Note: If applicants intend to use Readiness funding to prepare to apply for or implement future funding under this Disaster NOFO, applicants should specifically reference any concurrent or follow-on funding requests under this NOFO.
- How the applicant incorporated community and stakeholder engagement into the applicant's proposal.
    - Describe in detail the community and stakeholder engagement that the applicant undertook. This includes but is not limited to who was engaged and how they were engaged.
    - Synthesize the feedback received.

- Explain clearly how the applicant incorporated that feedback into the project plan.

In addition, depending on the type of Readiness funding requested (Strategy, Capacity, or Pre-Development Costs), applicants should answer the following questions as applicable.

Section 3: Strategy Development [if applicable]
For **Strategy** Development grants, applicants should answer the following question:

- What questions will the project seek to address?
- How will the completed plan or plans prepare the applicant organization and/or the community to apply for and/or implement future disaster recovery funding?

Section 3: Capacity Building [if applicable]
For **Capacity** Building grants, applicants should answer the following questions:

- How many full-time economic development, economic recovery, and/or disaster recovery staff are currently employed by the applicant?
- How will any new hire(s) funded by an EDA grant enhance the applicant's capacity to plan for, implement, and manage economic recovery projects in the future?
    - How does the applicant intend to deploy this additional staffing capacity? What roles, responsibilities, and deliverables will they be assigned to lead / manage?

Section 3: Pre-development Costs [if applicable]
For **Pre-development Cost** grants, applicants should answer the following questions:

- What economic recovery needs is the future recovery project intended to address?
- What is the status of the proposed future recovery project, and how will EDA-funded pre-development costs make the applicant more likely to successfully compete for or implement the future recovery project?
- What economic recovery needs is the future recovery project intended to address?
- What is the projected economic impact of the proposed future funding application? In other words, how would the proposed future project improve economic conditions above pre-disaster levels?
- How does (or will) the future recovery project align with the local or regional recovery strategy?

2. IMPLEMENTATION PATH - Impact and Engagement Narrative Requirements

The Impact and Engagement Narrative for the Implementation Path serves to answer specific questions about the impact of the proposed project. Each applicant under the Implementation Path should submit a narrative in accordance with the structure and prompts below. The narrative should not exceed 7 pages (11 point font, single spaced, 1-inch margins).

In their Impact and Engagement Narrative, each applicant under the Implementation Path should focus on developing a long-term impact and engagement plan for the execution of the proposed project and its outcomes. The plan, to be captured in the Impact and Engagement Narrative, should demonstrate how EDA funding for the proposed project, alongside other capital commitments and support, will not only help the target communities recover but also improve their economic outcomes and ultimately put them on a trajectory to exceed their previous pre-disaster baseline.

The plan should include both near-term actions that can be accomplished in the first year and a longer-term strategy to maintain, grow, and evolve capacity to translate into regional economic growth, engage key partners, and strengthen the region.

Specifically, the Impact and Engagement Narrative must include the following sections:

Section 1: Executive Summary (no more than 500 words)
Briefly summarize the coalition's overall vision for the proposed projects and activities and intended outcomes:

- Project Title
- Summary of overarching plan and approach for the coalition
- Proposed goals
- The proposed geographic region

Section 2: Disaster Impact

- Describe the economic conditions of the region prior to the disaster(s), which may include metrics such as:
    - Primary sectors, industries, businesses
    - Unemployment rate
    - Labor force participation rate
    - Average wages/salaries according to sector/position
    - County GDP
- Outline the disaster(s) that have affected the area and how they have created disruptions in the local or regional economy, including metrics such as:
    - Businesses damaged or destroyed
    - Resulting loss of employment, total jobs/positions
    - Resulting loss of wages and local/regional spending power, resulting impact on overall local/regional economy (actual and projected)
    - Post-disaster unemployment rate
    - Projected loss of productivity/profit by sector/industry

Section 3: Project Impact

- Provide a detailed explanation of how the completed project will **both** restore some aspect of pre-disaster economic conditions **while also** facilitating some amount of economic growth in excess of the economy's pre-disaster trajectory, *e.g.*,

- What impacted economic sector or sectors is this project intended to support?
- What specific aspects of disaster-related damage and/or destruction is this project intended to address? How does the project harden infrastructure and/or make the community better prepared to withstand future disasters or economic shocks?

- How does proposed implementation project not only help the communities recover but also improves the community's economic outcomes and ultimately puts the community on a trajectory to exceed their previous pre--disaster economic conditions?
  - What outcome metrics does the applicant propose to evaluate the success of this intended outcome?

Section 4: Engagement

- Clearly describe how the applicant incorporated community and stakeholder engagement into the applicant's proposal.
  - Describe in detail the community and stakeholder engagement that the applicant undertook. This includes but is not limited to: who was engaged and how they were engaged.
  - Synthesize the feedback received.
  - Explain clearly how the applicant incorporated that feedback into the project plan.

Section 5: Commitments (if applicable)

- If the applicant proposes investment or policy commitments, see Appendix II for required information to show the top 8 commitments and the necessary documentation to document each commitment. Note: commitment letters and other documentation (such as Form ED-900B) do not count against the 7-page maximum for this narrative.

3. INDUSTRY TRANSFORMATION PATH - Overarching Narrative Requirements

Each applicant under the Industry Transformation Path should submit an Overarching Narrative in accordance with the structure and prompts below.

For Industry Transformation applications, each eligible coalition should focus on developing a long-term, transformational strategy and execution plan that represents the collective vision of the coalition for the proposed component projects. The plan, to be captured in the Overarching Narrative, should demonstrate how EDA funding for component projects, alongside other capital commitments and support, will fundamentally accelerate the economic trajectory of a region adversely impacted by a disaster by establishing or accelerating the growth of an industry.

The plan should include both near-term actions that can be accomplished in the first year and a longer-term strategy to maintain, grow, and evolve capacity to translate into regional economic growth, engage key partners, and strengthen the region. Applicants should outline their coalition's plan for overall management and governance, including effective cross-institutional leadership and ensuring clear and effective decision-making and governance for the coalition.

The Lead Coalition Member should submit the Overarching Narrative, and the document should not exceed 10 pages (11-point font, single spaced, 1-inch margins).

Specifically, the Overarching Narrative must include the following sections:

Section 1: Executive Summary (no more than 500 words)
Briefly summarize the coalition's overall vision for the proposed projects and activities and intended outcomes:

- Project Title
- Summary of overarching plan and approach for the coalition
- Proposed goals
- The coalition's geography
- The coalition's members, and a short description of the role these members play in the coalition

Section 2: Disaster Impact

- Describe the economic conditions of the region prior to the disaster(s), which may include metrics such as:
    - Primary sectors, industries, businesses
    - Unemployment rate
    - Labor force participation rate
    - Average wages/salaries according to sector/position
    - County GDP
- Outline the disaster(s) that have affected the area and how they have created disruptions in the local or regional economy, including metrics such as:
    - Businesses damaged or destroyed
    - Resulting loss of employment, total jobs/positions
    - Resulting loss of wages and local/regional spending power, resulting impact on overall local/regional economy (actual and projected)
    - Post-disaster unemployment rate
    - Projected loss of productivity/profit by sector/industry

Section 3: Coalition and Stakeholders

- Identify the central leader of the project and why they are the appropriate fit to manage this project
- Identify core stakeholders in the implementation of the project and their role in the project

- Describe the steps that the coalition will take to organize and manage these component projects centrally and across projects
- Describe the steps that the coalition has taken to meaningfully engage regional stakeholders (both private and public entities) in the development and refinement of this project. Summarize the feedback and explain how the feedback has been incorporated in the plan
- Describe how the match, commitments, and the engagement on this proposal validate the need and effectiveness of this proposed EDA investment
- Describe the coalition's plan for overall management and governance, including cross-institutional leadership and ensuring clear and effective decision-making, accountability, and governance for the coalition

Section 4: Proposed Projects

- Identify the impacted economic sector or sectors the component projects are intended to support
- For each proposed component project, provide the following information:
  - Component project name
  - Identify the project in one of the following categories: construction or non-construction
  - The Component Project Lead organization and other key implementing entities
  - Description of the project
  - The timeline for implementation
  - The contribution to the overall success of the project and transforms the economy of the region post-disaster
  - Description of how it complements and reinforces other component projects
  - In detail, explain how the completed completion of the proposed component projects will both restore some pre-disaster economic conditions while also facilitating economic growth beyond the economy's pre-disaster trajectory
    - What outcome metrics does the applicant propose to evaluate the success of this intended outcome?

Section 5: Industry Transformation Project Impacts

- Each coalition should establish a clearly structured evaluation framework demonstrating how component projects will collectively lead to transforming the region's economy in the stated industry within an applicant-defined time horizon (e.g., X years)
- This information should be provided in the following table:

Baseline	**Coalition Outputs (1-3 years)**	**Intermediate Outcomes (3-5 years)**	**Long-term Outcomes (5-10 years)**	**Overarching Goal(s)**
What is the current starting point or baseline?	What are the key deliverables resulting from Coalition activities?	What measurable results	What measurable results clearly demonstrate the	What broader goal(s) do the long-term outcomes contribute to?

		demonstrate early progress?	coalition is achieving its goal(s)?	How will the Coalition know if the region's economy is transformed?

Section 6: Investment and Policy Commitments

- Applicants should detail the investment and/or policy commitments that support their project. Applicants must follow the format and requirements set forth in Appendix II (Investment and Policy Commitments), including the table. The applicant should include a total value of all commitments gathered through the Project (including those not listed in the required table of the top 8 commitments – see Appendix II).
- The applicant should compare the amount of EDA funding requested with the total value of all commitments to generate an approximate "rate of return" from EDA's investment. Applicants should express the rate of return as a percentage calculated as follows:

  Investment Commitments divided by EDA funding = Rate of Return

  Note: do not include matching funds in the calculation of investment commitment

  For example, if the applicant sought $20M in Industry Transformation funding and secured $100M in investment commitments, the return on investment would be 5.0 (i.e.: $100M / $20M = 5.0).

Note: all investment commitments should be supported by appropriate documentation, including but not limited to the investment commitment template letter in Appendix II. Applicants could choose to use Form ED-900B in lieu of the investment commitment template. Note: commitment letters and other documentation (such as Form ED-900B) do not count against the 10-page maximum for this narrative.

Section 7: Local or Regional Strategic Vision

At a high level, explain how the overall Industry Transformation Project reflect and align with the economic recovery priorities and objectives identified under applicable economic development planning, including (if appliable) a regional Comprehensive Economic Development Strategy (CEDS) or CEDS-equivalent plan. Note: in Form ED-900 for each component project, the applicant will explain each component project's alignment to CEDS or CEDS-equivalent plan. If the geographic area of a project spans an area that encompasses multiple CEDS or CEDS-equivalent plans, note how the project is consistent with a broader multi-region strategy, which may include showing consistency with multiple CEDS.

Section 8: Feasibility

Explain how the portfolio of component projects will be able to succeed. This includes but is not limited to describing the following (with accompanying documentation, as applicable):

- Organizational capacity (*e.g.*, relevant staff such as grants management SME(s), project managers, construction engineers, finance and accounting, etc.)
- Private Sector Participation (*e.g.*, additional leveraged investment, other commitments of project support)
- Applicant's previous experience managing similar grant resources, implementing similar projects, and the results.
- Realistic project completion timeline that includes relevant, measurable milestones

APPENDIX II – Investment/Policy Commitments Requirements [if applicable]

Applicants for the Industry Transformation Path are required to demonstrate investment and/or policy commitments.[8] While not required for Implementation Path applicants, investment and/or policy commitments could make an application more competitive (see applicable evaluation criteria for more information). If submitting commitments, applicants should include a table listing the most meaningful commitments as instructed below and are encouraged to submit a letter for **all** commitments.

Note: these commitments are separate and apart from the required matching funds that the coalition is required to secure under section C.3 and Appendix III.1 of this NOFO.

1. **Table-Top Commitments.** The applicant's most meaningful commitments (as determined by the applicant team itself) from private sector entities; state, local, or other government sources; and nonprofit entities, including philanthropic organizations. Applicants may include up to 8 commitments in this table.
    a. The "Source" column should identify the sector that the committing organization belongs to: Federal Government, state government, local government, nonprofit, private for-profit, philanthropy, or institution of higher education.
    b. The "Type" column should indicate what type of commitment is being provided: Investment (cash), Investment (in-kind), or Policy.
    c. The "Implementation" column should include an overview of how the commitment will be implemented, including start and end dates and responsible parties.
    d. The "Outcome" column should include a brief description of the benefit or intended impact of the commitment.

[8] Please note that while EDA strongly encourages and anticipates coalitions with a wide variety of engaged stakeholders, including from the private sector, only eligible applicants (see section C.1) may apply for and receive grant funds as recipients.

Name of Organization	Source	Type	Value (if applicable)	Associated Component Project(s)	Implementation	Outputs and Outcomes
[Organization]	*[Private Sector]*	*[Investment (direct)]*	*$1,000,000*	*[Component Project Name]*	*[Timeline and responsible parties]*	*[Impact]*

2. Investment / Policy Commitment Template

All investment commitments (including those not listed in the table above) should be supported by appropriate supporting documentation, including but not limited to the commitment template letter below. Applicants could choose to use Form ED-900B form in lieu of the investment commitment template.

Commitment Letter Template
[Organization Name] is pleased to provide this commitment in support of [clearly state what the commitment is, *e.g.*, cash, investment, in-kind resources, collaboration]. This commitment is valued at [state monetary value, in-kind valuation and calculation, or other measure]. This commitment is meaningful because [explain why the commitment is important, including how it addresses a critical gap, reduces barriers, or helps solve a significant problem] and aligns with [essential objectives of the coalition or proposed activities of a component project(s)]. What distinguishes this commitment is [what is new or innovative about this commitment, highlighting how it drives new or improved outcomes compared to previous efforts or standard practices]. Our implementation plan involves [describe the key steps or phases for implementing this commitment, including timelines, roles, and responsibilities]. As a result, [state the specific outcomes or impact you anticipate achieving]. To measure success, we will [explain how success will be tracked, including specific metrics or indicators that will demonstrate progress and achievement].

Commitment Letter Template
We look forward to contributing to the success of [coalition or Project Name] and are committed to ensuring meaningful outcomes from this effort.

Note: supporting documentation for commitments is not included in the page limits for an applicant's required narrative (Impact and Engagement Narrative for the Implementation Path; Overarching Narrative for the Industry Transformation Path).

3. Investment Commitment Examples

- **Investment commitments** may be direct (cash) or indirect (in-kind). As feasible, investment commitments should include an accurate and quantifiable value. Investment commitments should also not only describe how and when funds are delivered but the benefit or result achieved from the investment.
  - **Investment (cash) commitments** may include, but are not limited to, direct contributions to a component project (not already counted as match), new upgrades to existing facilities, or a newly established fund for small businesses.
  - **Investment (in-kind) commitments** examples may include employee staff-time, consulting services, use of lab space, or software.

4. Policy Commitment Examples

EDA recognizes applicants may need to undertake new policies and programming to accelerate their target industry's growth and economic recovery. EDA will fund implementation strategies under this Disaster NOFO that are paired with commitments to institute creative and impactful economic policy changes that may not require EDA funding to implement. This Disaster NOFO offers maximum flexibility to fund or otherwise support new public and regional policies, and coalitions are encouraged to describe in applications the types of policy change they are considering, such as:

- commitments to streamline permitting, environmental, and other approvals at the state and local levels
- strategies to build local talent pipelines to increase the number of high-skilled workers and students retained in the region as workers and entrepreneurs
- commitments by industry to place workers trained
- commitments to develop new apprenticeship programs or hire a number of trained apprentices
- commitments to adopt hiring practices that identify and seek out the existing skills and talents of workers and remove barriers to quality jobs in the region, regardless of credentials or degrees, including, where appropriate, by considering eliminating four-year degree requirements
- commitments of endowments and other sources of regional capital to invest in regional companies focused on the target industry

- commitments to funding and implementing programs that expand the labor supply in the target industry by providing enabling services
- commitments, such as plans to remove regulatory barriers to better ensure housing availability, especially as the coalition accelerates its growth
- public and private institutions that create new leadership positions meant to accelerate regional economic competitiveness, particularly in the target industry
- anchor institutions such as firms, hospitals, and other local entities to work together to develop standardized hiring requirements for certain occupations
- private-sector commitments to recruitment in neighborhoods or geographies that have been severely impacted or damaged
- data sharing agreements between state and local agencies, as well as local service providers, to improve service delivery and support

EDA aims to provide maximum flexibility both in terms of what this Disaster NOFO can fund (but see ineligible projects in section A.4 above) as well as what constitutes a meaningful policy commitment. The above examples are not meant to be an exhaustive list. EDA encourages other creative ideas to shift the region's economic recovery strategies to promote faster, more aggressive economic growth and regional competitiveness in the target industry.

APPENDIX III – Additional Information on Application, Policy, and Legal Requirements

1. Cost Sharing or Matching Requirements

Funds for this funding opportunity must be used to carry out paragraph (c)(2) of section 209 of PWEDA, which provides, in relevant part, that EAA assistance may be provided for activities identified by communities, the economies of which are injured by "disasters or emergencies, in areas with respect to which a major disaster or emergency has been declared under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5121 *et seq.*), for post-disaster economic recovery." 42 U.S.C. § 3149.

Once applicant and area eligibility are established, EDA generally expects to fund up to 80% of the eligible costs of such assistance. However, EDA's consideration of factors such as scale of the project, the extent of the impact of the relevant disaster on the region, total project cost, relative distress of the community, or geographic distribution of disaster funds, may cause EDA to fund projects at a grant rate that is lower than 80%. The remaining portion of the costs for the EDA scope of work must be borne by the recipient or provided to the recipient by a third party as a contribution for the purposes of and subject to the terms of the award.

In accordance with the agency's statutory authority under section 703 of PWEDA (42 U.S.C. § 3233), EDA may increase the investment rate up to a maximum of 100%. In determining

whether to increase the federal share above 80%, EDA's Grants Officers will consider on a case-by-case basis whether the circumstances of the proposed project warrant a federal share in excess of 80%, including whether the applicant has exhausted its effective taxing or borrowing capacity, can otherwise document that no local matching funds are reasonably obtainable, or meets other thresholds for elevated need based on the overall economic situation of the region. The applicant is responsible for demonstrating to EDA that an enhanced grant rate is justified by providing statistics and other appropriate information on the nature and level of economic distress in the region, including information regarding other disaster-related needs facing the region and the level of resources available to address those needs.

EDA may also establish a maximum investment rate of up to 100% for projects of Indian Tribes.

Note: for applications under the Industry Transformation Path, the coalition must meet the overall matching share requirement, but the coalition may apportion the matching share as it deems appropriate across the cluster of projects. If individual component projects are subsequently not funded by EDA, the coalition may need to reapportion or find new sources of match.

2. Pre-award costs

Applicants who seek pre-award project cost reimbursement should work closely with the EDA representative for their state. For contracted pre-award costs to be eligible for reimbursement, the applicant must competitively procure services pursuant to the Federal government's procurement procedures. All pre-award costs will be considered for reimbursement only if an applicant receives an award and such costs are approved by EDA in writing. Under no circumstances will EDA or DOC be held responsible for application preparation expenditures, which are distinguished from pre-award project costs.

3. EDA's non-relocation policy

Applicants are advised that, should an application be selected for award, the recipient will be required to adhere to a specific award condition relating to EDA's non-relocation policy as follows:

In signing this award of financial assistance, Recipient(s) attests that EDA funding is not intended by the Recipient to assist its efforts to induce the relocation of existing jobs within the U.S. that are located outside of its jurisdiction to within its jurisdiction in competition with other U.S. jurisdictions for those same jobs. In the event that EDA determines that its assistance was used for those purposes, EDA retains the right to pursue appropriate enforcement action in accord with 2 CFR §§ 200.339 through 200.343 and the Department of Commerce General Terms and

Conditions of the Award, including suspension of disbursements and termination of the award, which may include the establishment of a debt requiring the Recipient to reimburse EDA.

For purposes of ensuring that EDA assistance will not be used merely to transfer jobs from one location in the United States to another, each applicant must inform EDA of all employers that constitute primary beneficiaries of the project assisted by EDA. EDA will consider an employer to be a "primary beneficiary" if:

(i) the employer is specifically named in the application as benefitting from the project, and the applicant estimates that the employer will create or save 100 or more permanent jobs as a result of the investment assistance (if the jobs in question were originally located in a smaller community, EDA may extend this policy to the relocation of 50 or more jobs); or

(ii) the employer is or will be located in an EDA-assisted building, port, facility, or industrial, commercial, or business park constructed or improved in whole or in part with investment assistance prior to EDA's final disbursement of funds.

4. Past performance and non-compliance with award provisions

Unsatisfactory performance under prior federal awards may result in an application not being considered for funding, in accordance with 2 CFR 200.206(b)(2)(iii). Failure to comply with any or all of the provisions of an award may have a negative impact on future funding by DOC (or any of its operating units) and may be considered grounds for any or all of the following actions:

- establishing an account receivable,
- withholding payments to the recipient under any DOC award(s),
- changing the method of payment from advance to reimbursement only,
- imposing other specific award conditions,
- suspending any active DOC award(s), and
- terminating any active DOC award(s).

5. Notice of government-wide procurement restriction

The general rule for federal financial assistance is that contractors that develop draft specifications, requirements, statements of work, invitations for bids, or requests for proposals are prohibited from competing for the final procurement. In accordance with 2 CFR §§ 200.317 and 200.319, only states and Indian tribe recipients are expressly exempt from this prohibition; states and Indian tribes must follow the same policies and procedures they use for procurements from their non-federal funds.

Local governments may also take advantage of the exemption in two narrow circumstances if they are required to follow

- the state's procurement rules in full and without exception, or
- a specific state procurement rule that creates an explicit conflict with the prohibition in 2 CFR § 200.319(b) (*i.e.*, there is a statute that requires or permits the local government to

award the final procurement to the same contractor that developed the draft specifications).

Absent one of these two scenarios, the local government must comply with the prohibition. Applicants are encouraged to contact the applicable EDA representative listed on EDA's website at https://www.eda.gov/about/contact (searchable by state) with any questions regarding application of this regulation.

6. Requirements for recipients with more than $10 million in federal-wide funding

As required by appendix XII to 2 CFR part 200, a recipient with more than $10 million in federal-wide funding must maintain the currency of information reported to SAM that is made available in the designated integrity and performance system (formerly FAPIIS) about civil criminal, or administrative proceedings.

7. Financial, performance, and outcomes reports

All recipients are required to submit progress reports and financial status reports generally **no less than semi-annually**, in accordance with the terms and conditions of the grant award. In addition, all recipients will be required to track and submit performance data on EDA-sponsored outputs and resulting outcomes, semi-annually and annually, respectively. All reports must be submitted in electronic format as specified in the terms of the award. Note: costs related to data and evaluation are allowable. EDA may also, for research purposes linked to improving economic outcomes, choose to share data with other federal partners, including but not limited to statistical agencies.

8. Funding opportunity changes communicated on Grants.gov

EDA may make changes or additions to this funding opportunity. All changes will be communicated on Grants.gov. It is recommended that applicants set up a Grants.gov account and subscribe to this funding opportunity ("EDA-DISASTER-2025") to be notified of any updates or changes. DOC or EDA may cancel, modify, or withdraw this funding opportunity at any time. EDA is not obligated to make any federal award or commitment because of this announcement.

9. Application package and submission

To obtain and submit an application through EDGE, an applicant must register for an EDGE account at sfgrants.eda.gov. As part of the registration process, you will register one Authorized Representative for your organization, however, multiple points of contact may be registered or added by the lead applicant to the application workspace to view or work on completing the

application. The Authorized Representative will be the only official with the authority to submit applications.

The required electronic file format for attachments is text-searchable Portable Document Format (PDF) and, where appropriate, Microsoft Excel.

EDA intends to review each application promptly after receiving the complete application. EDA may request additional documentation or information from the applicant to make an eligibility or completeness determinations. EDA will reject any documentation that the agency determines is inaccurate or incomplete, which may cause the application to be rejected.

The Authorized Representative submitting the application and materials will receive a time and date-stamped email from EDGE confirming the submission and receipt of the application and other required documents. Applicants should save and print both the confirmation screen provided on EDGE after the applicant has submitted an application and the confirmation email sent when the application has been successfully submitted.

It is the applicant's responsibility to verify that your submission was submitted successfully through EDGE and to ensure that the submission was complete as to form and content.

10.EDGE system issues

If you experience a systems issue with EDGE (*i.e.*, a technical problem or glitch with the webpage) that you believe threatens your ability to complete a submission, please:

- print any error message receive, and
- email the help desk at GrantHDSupport@eda.gov.

Please be sure to track your issue using a case number given to you by the help desk regarding their communications with EDGE. Please note that problems with an applicant's computer system or equipment are not considered systems issues. Similarly, an applicant's failure to do the following are not considered systems issues:

- complete the required registration,
- ensure that a registered authorized representative submits the application, or
- receive a notice receipt of an email message from EDGE.

An EDGE issue is an issue occurring in connection with the operations of the website itself, such as the temporary loss of service due to unexpected volume of traffic or failure of information technology systems, both of which are highly unlikely. In the event of a confirmed systems issue, EDA reserves the right to accept an application in an alternate format.

Applicants should go to sfgrants.eda.gov and click on the "Resources" page for assistance in navigating EDGE and for a list of useful resources.

11. Alternatives to Submission through EDGE

EDA will not accept paper, facsimile, or email transmissions of applications. An exception will be made to accommodate applicants who have accessibility requirements, and a paper version of the application may be obtained by contacting the appropriate Economic Development Representative for the state where the project will be located, under "Find Local Contacts" at https://www.eda.gov/contact/.

12. Audit requirements

Single or program-specific audits shall be performed in accordance with the requirements contained in the OMB Uniform Guidance (see 2 CFR part 200, Subpart F, "Audit Requirements"). The OMB Uniform Guidance requires any non-federal entity (*e.g.*, nonprofit organizations, including nonprofit institutions of higher education and hospitals; states; local governments; and Indian tribes) that expends federal awards of $1,000,000 or more in the recipient's fiscal year to conduct a single or program-specific audit in accordance with the requirements set out in the OMB Uniform Guidance. Applicants are reminded that EDA or the DOC's Office of Inspector General (OIG) also may conduct an award audit at any time.

13. Build America, Buy America requirements

Projects funded under this funding opportunity are not subject to the Build America, Buy America Act because they are post-disaster expenditures pursuant to a major disaster or emergency declared under the Robert T. Stafford Disaster Relief and Emergency Assistant Act. Per 2 CFR part 184, the Buy America Preference does not apply to expenditures for assistance authorized under section 402, 403, 404, 406, 408, or 502 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5170a, 5170b, 16 5170c, 5172,5174, or 5192) relating to a major disaster or emergency declared by the President under section 401 or 501, respectively, of such Act (42 U.S.C. 5170, 5191); or pre and post disaster or emergency response expenditures, which consist of expenditures for financial assistance that are authorized by statutes other than the Stafford Act, 42 U.S.C. 5121 et seq., and made in anticipation of or response to an event or events that qualify as an "emergency" or "major disaster" within the meaning of the Stafford Act, 42 U.S.C. 5122(1), (2).

14. Certifications required by annual appropriations acts for corporations and for awards over $5 million

As discussed in section D.1, all applicants are required to be registered in SAM before applying under this funding opportunity. SAM requires registering entities to certify compliance with all limitations imposed by annual appropriation acts.

For corporations, this certification includes that the corporation:

- was not convicted of a felony criminal violation under a federal law within the preceding 24 months, unless a federal agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the government, and/or
- does not have any unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, unless a federal agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the government.

For financial assistance awards in excess of $5 million, this certification includes that the entity:

- has filed all Federal tax returns required during the three years preceding the certification to the best of its knowledge and belief,
- has not been convicted of a criminal offense under the Internal Revenue Code of 1986, and/or
- has not been notified, more than 90 days prior to certification, of any unpaid federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

15.Disclosures of information

For the purposes of achieving rigorous program evaluations, all applications (including those that are not selected for funding) may be shared with EDA staff, outside parties contracted by EDA for the purposes of evaluation, and other federal agencies. See Appendix III.21, Freedom of Information Act, for further information on disclosures of information.

16.Disclosures of violations

Recipients of financial assistance originating from the U.S. Department of Commerce, including EDA, shall timely disclose, in writing, to the OIG and awarding agency, whenever, in connection with the award, performance, or closeout of this grant or sub-award thereunder, the recipient has credible evidence that a principal, employee, agent, or sub-recipient has committed a violation of:

- federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code, or
- the civil False Claims Act (31 U.S.C. §§ 3729-3733).

17.Projects with EDA's substantial involvement

Possible examples of EDA's "substantial involvement" may include, but are not limited to:

- authority to halt immediately an activity if detailed performance specifications are not met;
- stipulation that the recipient must meet or adhere to specific procedural requirements before subsequent stages of a project may continue; and
- operational involvement and monitoring during the project to ensure compliance with statutory requirements.

18.Federal award notices

Under this funding opportunity, EDA expects to notify applicants of its decision via email. If an application is selected for funding, the EDA grants officer will issue a signed grant award (Notice of Award), which is the authorizing financial assistance award document and includes the DOC Financial Assistance General Terms and Conditions (DOC GT&Cs at https://www.commerce.gov/oam/policy/financial-assistance-policy) and specific award conditions. See also Appendix III.23.

By accepting the Notice of Award, the applicant agrees to comply with all award provisions. EDA will provide the Notice of Award to the applicant's Authorized Representative through EDGE. The applicant's Authorized Representative must review and accept the Notice of Award without modification by selecting "accept" in EDGE and EDA expects such acceptance will occur expeditiously, preferably within 30 calendar days of the date of receipt. **Failure to accept the notice of award may be considered grounds for appropriate enforcement action pursuant to 2 CFR § 200.339 ("Remedies for noncompliance"), including award termination.**

If an applicant is awarded funding, neither DOC nor EDA is under any obligation to provide any additional future funding in connection with that award or to make any future awards. Amendment or renewal of an award to increase funding or to extend the period of performance is at the discretion of DOC and EDA.

EDA will provide written notice to all applicants informing them whether their application was selected for funding. EDA will retain unsuccessful applications in accordance with EDA's record retention schedule.

19.Federal Funding Accountability and Transparency Act of 2006

The Federal Funding Accountability and Transparency Act of 2006 includes a requirement for awardees of applicable federal grants to report information about first-tier subawards and executive compensation under federal assistance awards issued in FY 2011 or later. All awardees

of applicable grants and cooperative agreements are required to report to the Federal Subaward Reporting System (FSRS) available at www.FSRS.gov on all sub-awards over $30,000. Please see the OMB guidance published at 2 CFR part 170.

20.Fraud awareness training

Consistent with 2 CFR part 200, in signing a financial assistance award, recipient personnel responsible for managing the recipient's finances and overseeing any contractors, sub-contractors or sub-grantees, will be required to complete a training PowerPoint entitled "Compliance with EDA Program Requirements" and return the signed certificate of training completion to EDA as instructed by the agency. EDA staff will provide the PowerPoint after the decision to make an award is made. Further, recipient will be required to monitor award activities for common fraud schemes and report suspicious activity to EDA and the Office of Inspector General.

21.Freedom of Information Act

EDA may publish any applications it receives, including any supporting documentation, on its website or through other means.

In addition, Department of Commerce regulations implementing the Freedom of Information Act (FOIA) (5 U.S.C. § 552), may be found at 15 CFR part 4, Public Information. These regulations set forth rules for the department regarding making requested materials, information, and records publicly available under the FOIA. Applications submitted in response to this funding opportunity may be subject to requests for release under FOIA. If an application contains information or data that the applicant deems to be confidential commercial information that should be exempt from disclosure under FOIA, that information should be identified, bracketed, and marked as Privileged, Confidential, Commercial, or Financial Information. In accordance with 15 CFR § 4.9, the Department of Commerce will protect from disclosure confidential business information contained in financial assistance applications and other documentation provided by applicants to the extent permitted by law.

22.Right to use information

The applicant acknowledges and understands that information and data contained in applications for financial assistance, as well as information and data contained in financial, performance and other reports submitted by applicants, may be used by the DOC in conducting reviews and evaluations of its financial assistance programs.

For this purpose, applicant information and data may be accessed, reviewed and evaluated by Department of Commerce employees, other federal employees, and also by federal agents and contractors, and/or by non-federal personnel, all of whom enter into appropriate conflict of interest and confidentiality agreements covering the use of such information.

As may be provided in the terms and conditions of a specific financial assistance award, applicants are expected to support program reviews and evaluations by submitting required financial and performance information and data in an accurate and timely manner, and by cooperating with Department of Commerce and external program evaluators. In accordance with 2 CFR § 200.303(e), applicants are reminded that they must take reasonable measures to safeguard protected personally identifiable information and other confidential or sensitive personal or business information created or obtained in connection with a Department of Commerce financial assistance award.

23.General terms and conditions

Recipients of all non-construction EDA awards will be bound by the DOC GT&Cs applicable on the date of the award. The DOC GT&Cs may be accessed at the following website: https://www.commerce.gov/oam/policy/financial-assistance-policy.

Recipients of an RLF award will be bound by the DOC GT&Cs and the EDA RLF GT&Cs. The RLF GT&Cs may be accessed at under the header "RLF Award Conditions."

Recipients of an EDA construction award will be bound by EDA's Construction GT&Cs. The Construction GT&Cs may be accessed under the header "Key Rules and Laws."

Recipients of DOC financial assistance are obligated to comply with Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color or national origin, and section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against people with disabilities, in federally assisted programs or activities.

24.Government Performance and Results Act

EDA will require additional data on activities, outputs, and actual impact of the funded investment, in part to fulfill the requirements of the Government Performance and Results Act (GPRA). EDA anticipates that recipients will be expected to track their engagement activities within the scope of work, with project beneficiaries, and other project stakeholders. EDA further anticipates recipients will be expected to collect data, using surveys of beneficiaries or clients if necessary, on the outputs, outcomes, and impacts of project activities, such as jobs created/retained, private investment attracted, the number of strategic plans or economic development tools developed, the number of new business partnerships formed, or the range of new capabilities acquired. EDA plans to collect this information using Forms ED-915 (Public Works, Economic Adjustment Infrastructure and Revolving Loan Fund Investments), ED-916 (Semi-annual Program Outputs Questionnaire for EDA grantees), ED-917 (Annual Capacity Outcomes Questionnaire for EDA Grantees serving clients), and ED-918 (Annual Capacity Outcomes Questionnaire for EDA Grantees). For more information, please refer to

https://www.eda.gov/performance/gpra. EDA may also engage with leading research institutions to perform third-party program evaluations, which will require cooperation between the grantee, organizations within their service area, and the evaluating institution.

25.Incubators and accelerators requirements

In addition to the required forms listed above in section D.2, applications for a business technology, or other type of incubator or accelerator, must also include the following:

1. **One Feasibility Study** establishing the market demand for the specific start-up companies proposed for incubation (technology, general business, bio-tech, manufacturing, etc.) and the presence of necessary resources and community support.
2. **Financial Capacity Documentation** with detailed demonstration that the applicant has the financial capacity to operate the facility (if applicable) and reach a positive cash flow within a reasonable period of time, which EDA generally expects to be three years
3. **One Management Plan** for operation that, at a minimum, includes a/an:
   - **tenant/client selection policy** that includes a description of the types of businesses sought and any established selection criteria;
   - **tenant lease or license agreement (if applicable)** that enumerates the shared services to be provided; delineates the business assistance policy, including the provision of management, technical, and training assistance, and the graduation policy; and establishes periodic access to the tenant's business records to permit assessment of the financial and operational viability of the tenant's business;
   - **business assistance policy** that outlines the various types of assistance that will be provided to start-up firms, including how support will be provided to tenants/clients with access to capital needed to grow their businesses successfully;
   - **staffing plan** that details the talent and resources that will be dedicated to supporting the startup companies accepted;
   - **tenant graduation policy** that is documented as a provision of the tenant lease or license agreement (if applicable) with clear requirements for tenant graduation from the facility or services; and
   - **performance plan** that includes how the entity will track the success of tenants/clients, specifically identifying what performance measurement data are proposed to be collected from tenants/clients and for what period of time during and after the service period the data will be collected. This should also include members of any oversight or policy board that will be responsible for setting performance goals, selecting or approving selections of staff, establishing and reviewing policy, and monitoring performance.

26.Office of Inspector General (OIG) rights and responsibilities

The DOC OIG seeks to improve the efficiency and effectiveness of the department's programs, including deterring and detecting fraud, waste, abuse and mismanagement. The OIG accomplishes this mission primarily through investigations, audits, and inspections of department activities, including grants, cooperative agreements, loans, and contracts.

a. Disclosures

Recipients of financial assistance originating from the U.S. Department of Commerce, including EDA, shall timely disclose, in writing, to the OIG and awarding agency, whenever, in connection with the award, performance, or closeout of this grant or sub-award thereunder, the recipient has credible evidence that a principal, employee, agent, or sub-recipient has committed:

(i) A violation of federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or

(ii) A violation of the civil False Claims Act (31 U.S.C. §§ 3729-3733).

b. Reporting

The OIG maintains a hotline to receive allegations of fraud, waste, or abuse. To report such allegations, please visit https://www.oig.doc.gov/Pages/Hotline.aspx. Upon request, the OIG will take appropriate measures to protect the identity of any individual who reports misconduct, as authorized by the Inspector General Act of 1978, as amended. Reports to the OIG may also be made anonymously.

c. Whistleblower Protection

Recipients, sub-recipients, and employees working on this grant award will be subject to the whistleblower rights and remedies established under 41 U.S.C. § 4712.

An employee of a recipient or sub-recipient may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing information that the employee reasonably believes is evidence of: gross mismanagement of a federal contract or award; a gross waste of federal funds; an abuse of authority (i.e., an arbitrary and capricious exercise of authority that is inconsistent with the mission of NTIA or the U.S. Department of Commerce or the successful performance of a contract or grant awarded by NTIA or the Department) relating to a federal contract or award; a substantial and specific danger to public health or safety; or a violation of a law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

The recipient or sub-recipient shall inform its employees and contractors, in writing, in the predominant language of the workforce or organization, of employee whistleblower rights and protections under 41 U.S.C. § 4712, as described above and at https://www.oig.doc.gov/whistleblower/protection-program/.

27.SPOC Compliance

Applications submitted under this funding opportunity are subject to the requirements of Executive Order (EO) 12372, "Intergovernmental Review of Federal Programs," if a state has adopted a process under EO 12372 to review and coordinate proposed federal financial assistance and direct federal development (commonly referred to as the "single point of contact review process"). All applicants must give states and local governments a reasonable opportunity to review and comment on the proposed project, including review and comment from area-wide planning organizations in metropolitan areas. To find out more about a state's process under EO 12372, applicants may contact their state's single point of contact (SPOC). Names and addresses of some States' SPOCs can be found at https://www.ojp.gov/IntergovernmentalReviewSPOCList.pdf. Question 19 of Form SF-424 allows applicants to demonstrate compliance with EO 12372.

An applicant seeking funding for a construction or RLF grant that is not a state, Indian tribe, or general purpose local governmental authority must afford the appropriate general purpose local governmental authority in the project region a minimum of 15 days to review and comment on the proposed project and provide with its application a statement of its efforts to seek comments and either (i) a copy of the comments received and a statement of any actions to address those comments or (ii) a statement that no comments were received.

See section D.2 of this funding opportunity for instructions on how to comply with this requirement.

28.Third party subrecipient vs. contractors

If a project requires or anticipates the payment of federal funds to third parties (such as partners, consultants, vendors, and/or service providers), it is the applicant's responsibility to determine whether a third party should be characterized as a subrecipient or a contractor. The characterization must be reflected in the terms of each agreement made with each third party. (See 2 CFR § 200.1 for definitions of contract, contractor, subaward, and subrecipient; see also 2 CFR § 200.331, Subrecipient and contractor determinations.)

All subawards must receive EDA prior approval. If selected for award, and before initial disbursement of any funds by EDA for any costs incurred by a subrecipient, EDA may request documentation demonstrating that the subrecipient is an entity eligible to receive EDA assistance.

29.Uniform Administrative Requirements, Cost Principles and Audit Requirements

Recipients of an EDA award will be bound by the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) as set forth in 2 CFR part 200.

30.DOC pre-award notification requirements

DOC will apply the pre-award notification requirements for grants and cooperative agreements effective December 26, 2014, 79 Fed. Reg. 78,390. The pre-award notice may be accessed at the Government Printing Office (GPO) website.

31.Termination

In accordance with 2 CFR § 200.340(a), this Federal award may be terminated in part or in its entirety as follows:

a. By DOC or the pass-through entity if the recipient or subrecipient fails to comply with the terms and conditions of this Federal award;

b. By DOC or the pass-through entity with the consent of the recipient or subrecipient, in which case the two parties must agree upon the termination conditions. These conditions include the effective date and, in the case of partial termination, the portion to be terminated;

c. By the recipient or subrecipient upon sending DOC or the pass-through entity a written notification of the reasons for termination, the effective date, and, in the case of partial termination, the portion to be terminated. If DOC or the pass-through entity determines that the remaining portion of this Federal award will not accomplish the purposes for which this Federal award was made, DOC or the pass-through entity may terminate this Federal award in its entirety.

d. By DOC or the pass-through entity to the extent authorized by law, if the award no longer effectuates the program goals or agency priorities.

TBRPC
TAMPA BAY REGIONAL PLANNING COUNCIL

Slate of Officers
Mayor Maureen Freaney, Chair
Commissioner René Flowers, Vice Chair
Commissioner Rebecca Bays, Secretary/Treasurer
Mayor Woody Brown, Past Chair
Wren G. Krahl, Executive Director

4000 Gateway Centre Blvd., Suite 100
Pinellas Park, Florida 33782
(727) 570-5151
info@tbrpc.org
www.tbrpc.org

Economic Impact Analysis

Brooksville–Tampa Bay Regional Airport (BKV) Critical Infrastructure Construction

Prepared by the Tampa Bay Regional Planning Council – August 2025

EXECUTIVE SUMMARY

At the request of Hernando County, the Tampa Bay Regional Planning Council (TBRPC) analyzed the economic impact of rehabilitating a deactivated runway and constructing supporting infield infrastructure at the Brooksville-Tampa Bay Regional Airport (BKV). Using the Impact Analysis for Planning (IMPLAN) model for the Tampa Bay region, the analysis compares:

- **Event 1 – Construction (2026-2027):** $14.1 million in public investment to rehabilitate a deactivated runway and build supporting infield infrastructure.
- **Event 2 – Tenant Expansions (2028):** $73 million in confirmed private investment by Pem Air and Judah1 associated with post-construction expansion.

Both events generate substantial near-term economic activity in Hernando County and the surrounding region through direct (on-site/tenant), indirect (supply chain), and induced (household spending) effects. Estimated public-sector tax effects span federal, state, county, and sub-county levels.

Table 1. Summary of Total Economic Impact Estimates

Investment	Economic Output	Jobs Created	Labor Income	Tax Revenue	GDP Contribution
Event 1	19.7	108	5.3	2.2	9.0
Event 2	134.9	1,101	77.9	23.2	88.2
Total	**154.6**	**1,209**	**83.2**	**25.4**	**97.2**

(All $ in millions; jobs are individuals; fixed dollars.)

Table 2. Public-Sector Tax Effects by Level

Investment	Federal	State	County	Sub-County	Total
Event 1	1.43	0.37	0.17	0.23	2.20
Event 2	19.02	2.01	0.95	1.25	23.23

(All $ in millions; fixed dollars.)

The results provide a baseline for measuring actual impacts over time and a framework for assessing similar projects in the future. The analysis is intended to inform planning and investment decisions and does not represent recommendations or policy positions of the TBRPC.

PROJECT OVERVIEW

The $14.1 million in construction funds will rehabilitate 336,000 square feet of a deactivated runway at the Brooksville–Tampa Bay Regional Airport (BKV). The project also includes construction of access roads, installation of infield utilities (water and sewer), site clearing, and development of stormwater management facilities (lift station and retention ponds). Collectively, these improvements will expand available industrial space by approximately 780 acres and support increased airport operations.

After completion of the runway rehabilitation project, Hernando County anticipates growth in existing tenant capacities as well as the attraction of new industries. The County received written statements from two tenants, Pem Air and Judah1, committing $65 million and $8 million respectively to expand operations.

This analysis quantifies the output, employment, labor income, GDP contribution, and tax effects associated with the runway rehabilitation project and anticipated private tenant investments.

METHODOLOGY

Model: IMPLAN is an economic modeling software that uses input-output (I-O) analysis to measure the economic ripple effects of a change in a specific industry or activity within a defined geographic area. I-O analysis tracks the monetary transactions between different industries, businesses, householders, and governments in each region. The IMPLAN model accounts for leakage (non-local spending, e.g., materials sourced outside county limits)

Industries modeled (based on project scope and anticipated tenant activities):

- Maintenance and repair construction of non-residential structure
- Construction of new highways and streets
- Water, sewage and other systems
- Support activities for transportation

Data inputs (provided by Hernando County and the BKV Regional Airport):

- Total construction cost
- Line-item construction costs
- Construction timeline
- Number of construction workers
- Total construction payroll
- Percentage of locally sourced construction materials
- Private investment

Slate of Officers
Mayor Maureen Freaney, Chair
Commissioner René Flowers, Vice Chair
Commissioner Rebecca Bays, Secretary/Treasurer
Mayor Woody Brown, Past Chair
Wren G. Krahl, Executive Director

4000 Gateway Centre Blvd., Suite 100
Pinellas Park, Florida 33782
(727) 570-5151
info@tbrpc.org
www.tbrpc.org

Key metrics (definitions):

- **Direct Effects:** Investment changes or production expenditures made by producers and consumers because of an activity. The immediate, initial change in the local economy.
- **Economic Output:** Total market value of final goods and services produced locally
- **Indirect Effects:** Regional economic effects stemming from business-to-business purchases in the supply chain.
- **Induced Effects:** Regional economic effects stemming from household spending of labor income, after removal of taxes, savings, and commuter income.
- **Induced Employment:** Jobs supported by industry expansion and increased airport operations within the regional economy
- **Labor Income:** Wages, salaries, and benefits received by workers
- **Leakage:** Portion of spending directed toward non-local providers or goods
- **Value Added:** Combined value of employee compensation, proprietor income, property income, and taxes on production and imports of net subsidies

APPENDIX

Table A1. Event 1 – Construction Impacts (2027)

Activity	Investment (Fixed $, millions)	Jobs (Individual)	Labor Income (Fixed $, millions)	Output (Fixed $, millions)	Value Added (Fixed $, millions)
Taxiway	7.0	37	1.7	7.0	2.9
Water/Sewer Utilities	1.6	7	0.5	1.6	0.8
Roadways*	5.5	34	1.6	5.6	2.6
Direct Impacts	**14.1**	**78**	**3.8**	**14.2**	**6.3**
Indirect Impacts	—	18	0.9	3.4	1.6
Induced Impacts	—	12	0.6	2.1	1.3
Total Impacts	**14.1**	**108**	**5.3**	**19.7**	**9.2**

(All $ in millions; jobs are individuals; fixed dollars; totals may not sum due to rounding.)

*Roadways include stormwater management facilities and site clearing.

Note: Based on $14.1 million in anticipated construction costs, the model estimates 108 total jobs across direct (on-site construction), indirect (supply chain), and induced (household spending) effects, with $19.7 million in annual economic output and $9.22 million in value added (fixed dollars).

Slate of Officers
Mayor Maureen Freaney, Chair
Commissioner René Flowers, Vice Chair
Commissioner Rebecca Bays, Secretary/Treasurer
Mayor Woody Brown, Past Chair
Wren G. Krahl, Executive Director

4000 Gateway Centre Blvd., Suite 100
Pinellas Park, Florida 33782
(727) 570-5151
info@tbrpc.org
www.tbrpc.org

Table A2. Event 2 – Tenant Expansions (2028)

Activity	Investment (Fixed $, millions)	Jobs (Individual)	Labor Income (Fixed $, millions)	Output (Fixed $, millions)	Value Added (Fixed $, millions)
Pem Air	65.0	656	52.7	65.0	49.3
Judah1	8.0	81	6.5	8.0	6.1
Direct Impacts	**73.0**	**737**	**59.2**	**73.0**	**55.4**
Indirect Impacts	—	124	6.9	18.8	9.5
Induced Impacts	—	240	11.9	43.2	25.9
Total Impacts	**73.0**	**1,101**	**77.9**	**134.9**	**90.8**

(All $ in millions; jobs are individuals; fixed dollars; totals may not sum due to rounding)

Note: This table reflects $73.0 million in confirmed private tenant investments and reports annual direct, indirect, and induced county-level effects; it does not include potential additional investments enabled by the ~780 acres of usable industrial land created post-construction.

PREPARED BY

Tampa Bay Regional Planning Council (TBRPC), August 2025 using its Tampa Bay IMPLAN model

The Tampa Bay Regional Planning Council provides technical assistance in economic modeling, scenario analysis, and regional planning support. For more information about these services, visit tbrpc.org/about/services.

CONTACTS

Alison Prater – Disaster Recovery Grants Coordinator
alison@tbrpc.org | (727) 570-5151 x13

Sarah Vitale, AICP – Director of Civic Technology
sarah@tbrpc.org | (727) 570-5151 x27

OMB Number: 0610-0094
Expiration Date: 10/31/2024

ED-900B – Beneficiary Information Form

Please note: in order to be complete, this form must be signed and dated in two places, following section D and section E.

By signing this form, the beneficiary is providing an estimate of jobs and private investment that are projected as a result if the project is funded and is not a legal assurance. While the ED-900B does not create a repayment obligation if the estimates are not achieved, EDA expects the form to represent a good-faith estimate of projected impact as a result of the proposed investment. EDA carefully reviews project impacts from the ED-900B against publicly available data to gauge the reasonableness of estimates provided based on project type, geography and past work and estimates and information reported erroneously can impact the competitiveness of applications.

A. General Information

A.1. Proposed EDA Project Title: Brooksville-Tampa Bay Regional Airport Critical Infrastructure Construction Project

Lead Applicant: Hernando County Board of County Commissioners

EDA provides competitive grant assistance to eligible public entities to support the construction of public infrastructure that helps create the competitive environment where companies can create and retain jobs and invest private capital.

This form must be completed by an authorized or corporate representative of the identified beneficiary organization whose position reflects the authority required to make these assurances (such as the authority to hire employees). Legal authorization for a corporate official may be specified in the Corporation's or LLC's formation documentation, bylaws, or similar document and under the laws governing the Virgin Islands, American Samoa, Guam and the Commonwealth of the Northern Marianas Islands. In the case of an individual executing this form as a sole proprietor or private owner, the sole proprietor's or owner's role and position must be indicated. For other circumstances, please contact your Regional Office.

A.2. Beneficiary Organization Name: PEM-AIR TURBINE ENGINE SERVICES LLC

A.3. Beneficiary Organization Address:

Street 1: 15741 Technology Drive

Street 2:

City: Brooksville

County:

State: Florida

Province:

Country: USA: UNITED STATES

Zip/Postal Code: 34604

A.4. Is the company Foreign owned or a US subsidiary of a Foreign owned company?

☐ Yes ☑ No

A.5. List the NAICS code for the beneficiary industry. NAICS codes can be identified at https://www.census.gov/naics/.

336412

B. Products or Services

Briefly describe the products or services your business produces or sells, and if any of these products or services are exported out of the country.

FAA and EASA-certified repair station offering full-service jet engine MRO (Maintenance, Repair & Overhaul) for turbine engines

C. Estimated Impact of the EDA Investment

C.1. Complete the table below to specify the number of long-term, full time direct jobs and private investment that are estimated to be realized as a result of the proposed EDA investment. For the purposes of completing the table in this section:

- Jobs created should be a direct result of this project. For example, a water or sewer project that will service a firm and allow the firm to grow its capacity and hire 60 full-time workers. In this example, 60 would be entered in the table under jobs created.
- Jobs saved means that without this project the jobs listed would be lost. For example, a company is experiencing adverse production impacts due to ongoing disruptions to its wastewater system. If the disruptions continue, it could jeopardize the company's ability to continue operating at the location and risks 40 jobs being lost. If the proposed project would address the disruption and allow the plant to continue operating at the proposed site, then those 40 jobs would be identified as jobs saved. Please note, the current number of employees of a beneficiary should not be included as jobs saved unless there is a confirmed threat that the jobs would be lost (i.e., the company would move or close) if the project were not undertaken.
- Only long-term, full-time direct jobs should be listed in the table. Part-time jobs should be converted to full-time equivalents (sum the total part-time hours worked per week and divide by the hourly work week for full-time employees, normally 35-40 hours).
- Private Investment means the total private sector capital investment made because of the EDA investment, including investments in new plant and equipment. Do not report private sector contributions to project construction or loan fund capitalization reported above in this section.

Jobs Created	Jobs Saved	Private Investment
50	n/a	Up to $65 million

C.2. Identify the basis for the estimated number of jobs that will be created or saved for your organization.

The resurfacing project will allow the Company to further invest in infrastructure (e.g., tear down facility) and increase staffing to support new revenue opportunities.

C.3. Describe the type of private investment likely to be generated.

Private investment will be driven by the operating company investing in facilities and expanding its operating footprint at the airport.

C.4. Describe the timeframe associated with the jobs and private investment identified in the table above:

Timeframe and investment would be over the course of the next 24 - 60 months

C.5. Briefly explain any other ways that this project will benefit your business or organization.

As an MRO, the runway would allow for easier aircraft access to our facilities and provide the opportunity for anciliary services that require teh aircraft to be onsite

D. Provision of Data on the EDA Investment

The Economic Development Administration (EDA) tracks job and private investment resulting from its awards. If this application results in an award, each beneficiary must provide to the successful recipient job and private investment results up to 9 years after the EDA grant award in order to assist the grantee with fulfilling these reporting requirements.

☒ Check box to indicate that your company intends to provide the recipient with information on jobs and private investment generated as a result of the EDA project.

Signature of authorized representative for the beneficiary organization

Date

Aug-7-2025

Name and title of beneficiary organization authorized representative

Name

Virgil D Pizer

Title

President

E. Assurances by Beneficiary that is an "Other Party"

An authorized or corporate representative of any beneficiary that is considered an "Other Party" as defined below, must also sign to show that the beneficiary intends to comply with the U.S. Department of Commerce (DOC) and EDA regulations described below.

As defined at 13 C.F.R. § 302.20(b)(1), an "Other Party" is an entity that intends to create or save **15 or more permanent jobs** as a result of this EDA-supported project and is specifically named in the application as benefiting from the project or will be located in a building; port; facility; or industrial, commercial, or business park constructed or improved in whole or in part with EDA investment assistance prior to EDA's final disbursement of funds.

By submitting these assurances, the Other Party certifies that it will comply with the following requirements:

- Section 601 of Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and the DOC's implementing regulations at 15 C.F.R. part 8, which proscribe discrimination on the basis of race, color, or national origin.
- 42 U.S.C. 3123, 42 U.S.C. 6709, and the DOC's regulations at 15 C.F.R. part 8a, which proscribe discrimination on the basis of sex.
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), and the DOC's implementing regulations at 15 C.F.R. part 8b, which proscribe discrimination on the basis of disabilities.
- The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.), and the DOC's implementing regulations at 15 C.F.R. part 20, which proscribe discrimination on the basis of age.

Signature of authorized representative for the beneficiary ("Other Party") entity

Date

Aug-7-2025

Name and title of beneficiary organization authorized representative

Name

Virgil D Pizer

Title

President

OMB Number: 0610-0094
Expiration Date: 10/31/2024

ED-900B – Beneficiary Information Form

Please note: in order to be complete, this form must be signed and dated in two places, following section D and section E.

By signing this form, the beneficiary is providing an estimate of jobs and private investment that are projected as a result if the project is funded and is not a legal assurance. While the ED-900B does not create a repayment obligation if the estimates are not achieved, EDA expects the form to represent a good-faith estimate of projected impact as a result of the proposed investment. EDA carefully reviews project impacts from the ED-900B against publicly available data to gauge the reasonableness of estimates provided based on project type, geography and past work and estimates and information reported erroneously can impact the competitiveness of applications.

A. General Information

A.1. Proposed EDA Project Title: Brooksville - Tampa Bay Regional Airport Critical Infrastructure Project

Lead Applicant: Hernando County Board of County Commissioners

EDA provides competitive grant assistance to eligible public entities to support the construction of public infrastructure that helps create the competitive environment where companies can create and retain jobs and invest private capital.

This form must be completed by an authorized or corporate representative of the identified beneficiary organization whose position reflects the authority required to make these assurances (such as the authority to hire employees). Legal authorization for a corporate official may be specified in the Corporation's or LLC's formation documentation, bylaws, or similar document and under the laws governing the Virgin Islands, American Samoa, Guam and the Commonwealth of the Northern Marianas Islands. In the case of an individual executing this form as a sole proprietor or private owner, the sole proprietor's or owner's role and position must be indicated. For other circumstances, please contact your Regional Office.

A.2. Beneficiary Organization Name: Judah 1, Inc.

A.3. Beneficiary Organization Address:

Street 1: 16275 Aviation Loop Dr.

Street 2:

City: Brooksville

County:

State: Florida

Province:

Country: USA: UNITED STATES

Zip/Postal Code: 34604

A.4. Is the company Foreign owned or a US subsidiary of a Foreign owned company?

☐ Yes ☑ No

A.5. List the NAICS code for the beneficiary industry. NAICS codes can be identified at https://www.census.gov/naics/.

48121

B. Products or Services

Briefly describe the products or services your business produces or sells, and if any of these products or services are exported out of the country.

Charitable Mission Aviation Service and Aviation Related Businesses

C. Estimated Impact of the EDA Investment

C.1. Complete the table below to specify the number of long-term, full time direct jobs and private investment that are estimated to be realized as a result of the proposed EDA investment. For the purposes of completing the table in this section:

- Jobs created should be a direct result of this project. For example, a water or sewer project that will service a firm and allow the firm to grow its capacity and hire 60 full-time workers. In this example, 60 would be entered in the table under jobs created.
- Jobs saved means that without this project the jobs listed would be lost. For example, a company is experiencing adverse production impacts due to ongoing disruptions to its wastewater system. If the disruptions continue, it could jeopardize the company's ability to continue operating at the location and risks 40 jobs being lost. If the proposed project would address the disruption and allow the plant to continue operating at the proposed site, then those 40 jobs would be identified as jobs saved. Please note, the current number of employees of a beneficiary should not be included as jobs saved unless there is a confirmed threat that the jobs would be lost (i.e., the company would move or close) if the project were not undertaken.
- Only long-term, full-time direct jobs should be listed in the table. Part-time jobs should be converted to full-time equivalents (sum the total part-time hours worked per week and divide by the hourly work week for full-time employees, normally 35-40 hours).
- Private Investment means the total private sector capital investment made because of the EDA investment, including investments in new plant and equipment. Do not report private sector contributions to project construction or loan fund capitalization reported above in this section.

Jobs Created	Jobs Saved	Private Investment
15-20	0	$5,000,000 - 8,000,000

C.2. Identify the basis for the estimated number of jobs that will be created or saved for your organization.

Construction and operation of hangars for light aircraft. Construction of a maintenance facility for large aircraft. Rental or construction of our admin building.
The employment of mechanics, support personnel and related warehousing jobs.

C.3. Describe the type of private investment likely to be generated.

Same as C.2.

C.4. Describe the timeframe associated with the jobs and private investment identified in the table above:

1-2 years for admin and hangars.
2-4 years for maintenance facility.

C.5. Briefly explain any other ways that this project will benefit your business or organization.

Allows our 501c3 charity to establish a permanent base at KBKV.

D. Provision of Data on the EDA Investment

The Economic Development Administration (EDA) tracks job and private investment resulting from its awards. If this application results in an award, each beneficiary must provide to the successful recipient job and private investment results up to 9 years after the EDA grant award in order to assist the grantee with fulfilling these reporting requirements.

☑ Check box to indicate that your company intends to provide the recipient with information on jobs and private investment generated as a result of the EDA project.

Signature of authorized representative for the beneficiary organization

Date

8/4/2025

Name and title of beneficiary organization authorized representative

Name

Richard Rainbolt

Title

Chief Operating Officer

E. Assurances by Beneficiary that is an "Other Party"

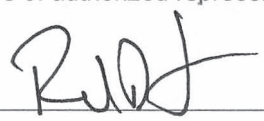
An authorized or corporate representative of any beneficiary that is considered an "Other Party" as defined below, must also sign to show that the beneficiary intends to comply with the U.S. Department of Commerce (DOC) and EDA regulations described below.

As defined at 13 C.F.R. § 302.20(b)(1), an "Other Party" is an entity that intends to create or save **15 or more permanent jobs** as a result of this EDA-supported project and is specifically named in the application as benefiting from the project or will be located in a building; port; facility; or industrial, commercial, or business park constructed or improved in whole or in part with EDA investment assistance prior to EDA's final disbursement of funds.

By submitting these assurances, the Other Party certifies that it will comply with the following requirements:

- Section 601 of Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and the DOC's implementing regulations at 15 C.F.R. part 8, which proscribe discrimination on the basis of race, color, or national origin.
- 42 U.S.C. 3123, 42 U.S.C. 6709, and the DOC's regulations at 15 C.F.R. part 8a, which proscribe discrimination on the basis of sex.
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), and the DOC's implementing regulations at 15 C.F.R. part 8b, which proscribe discrimination on the basis of disabilities.
- The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.), and the DOC's implementing regulations at 15 C.F.R. part 20, which proscribe discrimination on the basis of age.

Signature of authorized representative for the beneficiary ("Other Party") entity



Date

8/4/2025

Name and title of beneficiary organization authorized representative

Name

Richard Rainbolt

Title

Chief Operating Officer

BOARD OF COUNTY COMMISSIONERS

15470 FLIGHT PATH DRIVE ◆ BROOKSVILLE, FLORIDA 34604
P 352.754.4002 ◆ F 352.754.4477 ◆ W www.HernandoCounty.us

U.S. Economic Development Administration
1401 Constitution Avenue NW, Suite 71014
Washington, DC 20230

Acting Assistant Secretary Page:
RE: EDA-APP# 00014054

This letter serves as formal confirmation that matching share funds in the amount of $3,400,000 are committed to the Brooksville – Tampa Bay Regional Airport Critical Infrastructure Construction Project. These funds will be available as needed and are not encumbered in any way that would prevent them from being used to pay project expenses.

Funding is available in the amount of $1,600,000 from Board of County Commissioner Funds and remain available for the duration of the project. The remainder of the match, $1,800,000 from the FY 24 State of Florida Department of Transportation Aviation Grant Program

It is the intention of the Hernando County Board of County Commissioners to continue to seek state grant funding to offset the matching funds when available and appropriate.

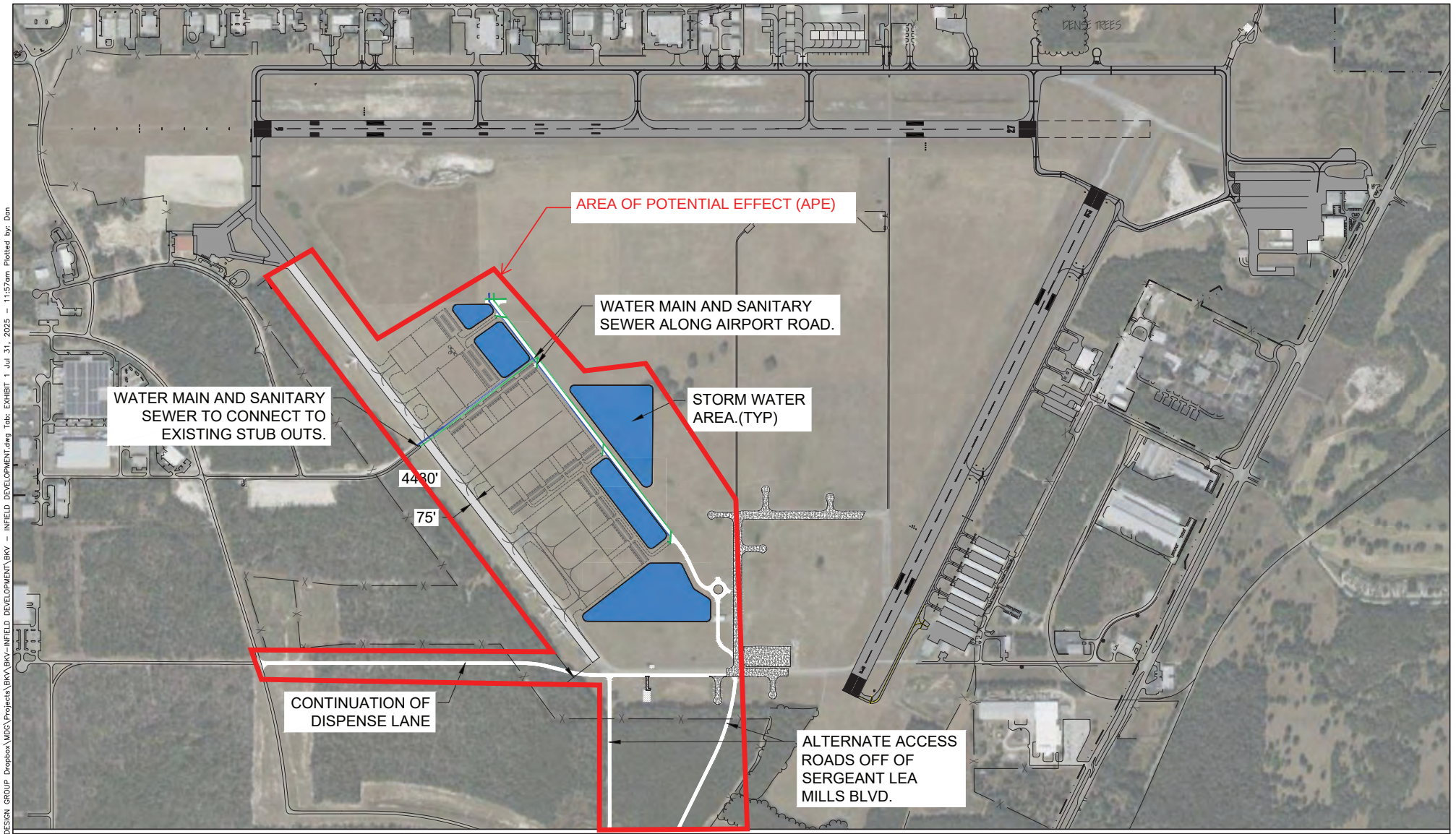
Thank you,

_____

Brian Hawkins, Chairman
Hernando County Board of County Commissioners

APPENDIX A

PROJECT EXHIBIT (SITE PLAN)



INFIELD DEVELOPMENT

BROOKSVILLE-TAMPA BAY REGIONAL AIRPORT
15800 FLIGHT PATH DR.
BROOKSVILLE, FL 34604

EXHIBIT 1

C:\Users\Dan\MOHSEN DESIGN GROUP Dropbox\MDG\Projects\BKV\BKV-INFIELD DEVELOPMENT\BKV – INFIELD DEVELOPMENT.dwg Tab: EXHIBIT 1 Jul 31, 2025 – 11:57am Plotted by: Dan

APPENDIX B

RUNWAY 9-27 EXTENSION CULTURAL RESOURCE DESKTOP ANALYSIS

CULTURAL RESOURCE ASSESSMENT
DESKTOP ANALYSIS
BROOKSVILLE-TAMPA BAY REGIONAL AIRPORT
ENVIRONMENTAL ASSESSMENT
HERNANDO COUNTY, FLORIDA

Prepared for:

Michael Baker International, Inc.
4211 W. Boy Scout Road, Suite 500
Tampa, Florida 33607

Prepared by:

Florida's First Choice in Cultural Resource Management

Archaeological Consultants, Inc.
8110 Blaikie Court, Suite A
Sarasota, Florida 34240
(941) 379-6206

August 2021

CULTURAL RESOURCE ASSESSMENT
DESKTOP ANALYSIS
BROOKSVILLE-TAMPA BAY REGIONAL AIRPORT
ENVIRONMENTAL ASSESSMENT
HERNANDO COUNTY, FLORIDA

Prepared for:

Michael Baker International, Inc.
4211 W. Boy Scout Road, Suite 500
Tampa, Florida 33607

Prepared by:

Archaeological Consultants, Inc.
8110 Blaikie Court, Suite A
Sarasota, Florida 34240

Project Manager – Marion Almy
Project Archaeologist – Elizabeth A. Horvath
Project Architectural Historian – Kimberly M. Irby

August 2021

TABLE OF CONTENTS

Page

Introduction 1
Location and Environmental Setting 1
Background Research and Literature Review 7
Archaeological and Historical Considerations 7
Conclusions 15
References Cited 15

LIST OF FIGURES

Figure 1. Location of the BKV, Hernando County. 2
Figure 2. Environmental setting of the BKV. 3
Figure 3. Runway Extension. 4
Figure 4. Areas of Direct and Indirect Effects. 5
Figure 5. Soil type distribution. 6
Figure 6. Location of the previously recorded cultural resources proximate to the project location 8
Figure 7. 1848 plats of the project area. 13
Figure 8. 1944 and 1995 aerial photos of the airport. 14

LIST OF TABLES

Table 1. Soil types within the project area. 6
Table 2. Previously recorded sites proximate to the project location. 7
Table 3. CRAS projects conducted proximate to the airport. 9
Table 4. Distribution of sites by water type and distance. 10
Table 5. Distribution of sites by drainage and soil types. 10

Introduction

A desktop analysis for the Brooksville-Tampa Bay Regional Airport (BKV) Environmental Assessment, located in Hernando County, was conducted by Archaeological Consultants, Inc. (ACI) on behalf of Michael Baker International, Inc. This study, conducted as due diligence, included the identification and description of all known archaeological sites and historic resources located within or proximate to the property, as well as a discussion of potential archaeologically sensitive areas. Background research indicated that no archaeological sites have been recorded within the property, although four have been recorded within one mile, there is a low probability for aboriginal and historic archaeological sites based on the environmental setting and previous construction activities associated with the airport.

Historical/architectural background research revealed that no previously recorded historic resources are located within the proposed Direct Impact and Indirect Impact Area of Potential Effects (APE). Three previously recorded historic resources are located east of Broad Street, immediately adjacent to, but outside of the proposed APE. A review of the Hernando County Property Appraiser data and historic aerial photographs indicate that the circa (ca.) 1942 Brooksville Army Airfield, now known as the BKV, and associated runways are located within the proposed Direct Impact and Indirect Impact APE. The Airfield could be recorded within the Florida Master Site File (FMSF) as a Resource Group with two contributing resources – Runway 9-27 and Runway 3-21. No buildings or structures that are 50 years of age or older (constructed in 1971 or earlier) are located within the proposed APE; however, a field survey would be necessary for proper identification of historic resources within the proposed APE.

There is a low potential for archaeological sites, but a high potential for historic resources, as such, a Cultural Resource Assessment Survey (CRAS) may be required as part of the permitting process. The fieldwork should meet the requirements of Chapters 267, 373 and 872.05, *Florida Statutes* (*FS*), Florida's Coastal Management Program, and implementing state regulations, for possible effects on historic properties listed, or eligible for listing, in the National Register of Historic Places (NRHP), or otherwise of historical, architectural, or archaeological value, as well as the standards contained in Florida Division of Historical Resources' (FDHR) *Cultural Resource Management Standards and Operational Manual* (FDHR 2003). The report should meet the specifications set forth in Chapter 1A-46, *Florida Administrative Code* (*FAC*).

Location and Environmental Setting

The project area is in Sections 13-14 and 23-25 of Township 23 South, Range 18 East and Sections 18-19 and 30 of Township 23 South, Range 19 East (United States Geological Survey [USGS] Masaryktown 2013). It is located south of Springhill Drive between the Suncoast Parkway and US 41/SR 45 on lands within the existing airport (**Figures 1 and 2**). The project will involve the extension of Runway 9-27, reconfiguration of taxiways, and additional related improvements. **Figures 3 and 4** show the proposed improvements and the Areas of Direct and Indirect Potential Effects.

The airport sites at an elevation of 21 to 26 meters (m) (70-85 feet [ft]) above mean sea level. It lies within the Gulf Coastal Lowlands physiographic region (White 1970). The property is underlain by Harthorn Group limestone that is surficially evidenced by clayey sand (Florida Department of Environmental Protection [FDEP] 2001a, 2001b). Originally the area was covered with hardwood or longleaf pine and xerophytic oak forests (Davis 1980).

Figure 1. Location of the BKV, Hernando County.

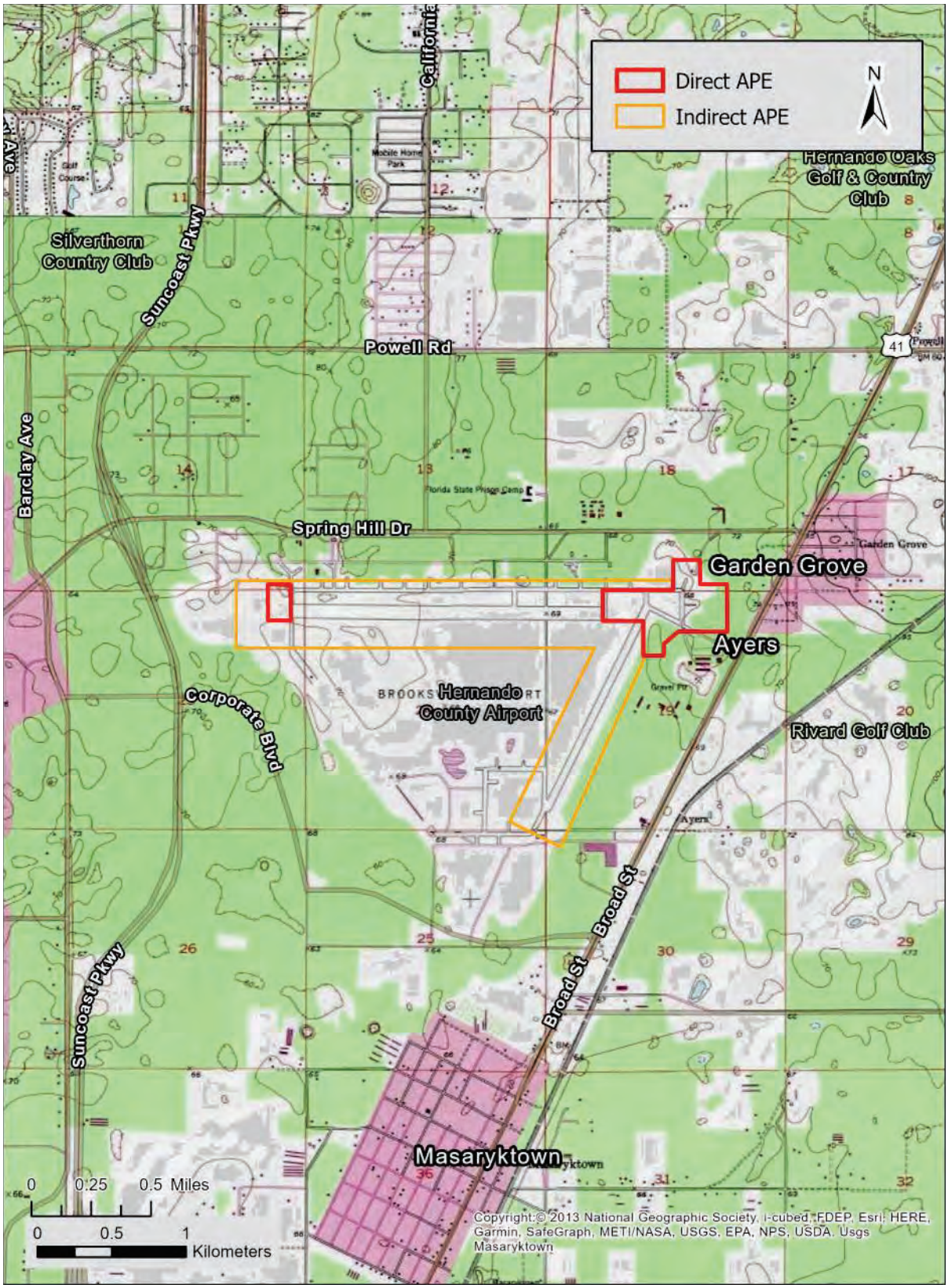


Figure 2. Environmental setting of the BKV.

Figure 3. Runway Extension.

Figure 4. Areas of Direct and Indirect Effects.

According to the U.S. Department of Agriculture (USDA), the airport is within the Candler-Tavares-Paola and Nobleton-Blichton-Flemington soil associations (Hyde et al. 1977). The former consists of nearly level to sloping, excessively and moderately well drained sandy soils that occur in broad, rolling sand hill areas interspersed with small ponds, wet swampy areas, and a few sinks. The natural vegetation consists of bluejack, post, and turkey oaks and scattered longleaf and slash pine with a sparse understory of native grasses and annual forbs. The Paola soils support sand pine, scrub live oak, scattered turkey and bluejack oak, with an understory of scattered sawpalmetto, creeping dodder, rosemary, cacti, mosses, and lichen. In the more poorly drained areas, the native vegetation is slash and longleaf pine, inkberry and oak with bay, gum, cypress, and water-tolerant grasses and sedges in the wet, swampy areas.

The Nobleton-Blichton-Flemington association consists of nearly level to strongly sloping, somewhat poor and poorly drained fine sandy loams to sands. These are made up of large to small areas of nearly level to strongly sloping soils on the uplands interspersed with sinkholes. The natural vegetation is slash, loblolly, and longleaf pine; laurel, live, and water oaks; and sweetgum, hickory, magnolia, dogwood, ironwood, and scattered red cedar. The understory includes wax myrtle, inkberry, American beautyberry, huckleberry, deer tongue, scattered sawpalmetto, and native grasses. **Table 1** provides a list of the soil types within the project location; their locations are depicted on **Figure 5** (Hyde et al. 1977; USDA 2018).

Table 1. Soil types within the project area.

Soil type, % slopes	Drainage	Setting
Candler fine sand, 0-5%	Excessive	Uplands
Kendrick fine sand, 0-5%	Well	Uplands
Masaryk very fine sand, 0-5%	Moderately well	Broad ridges
Nobleton fine sand, 0-5%	Somewhat poor	Uplands

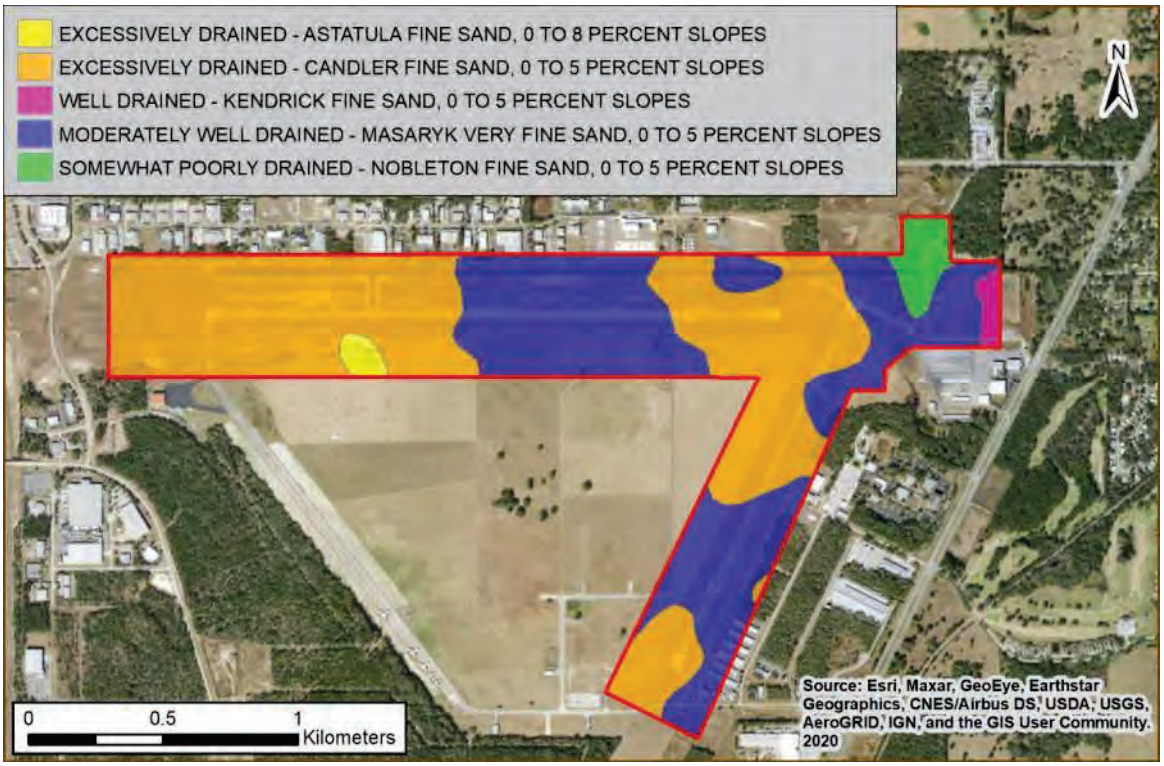


Figure 5. Soil type distribution.

The soils support different vegetative regimes, which in turn provide habitats for the local animal population, and thus provide essential food resources. However, the soils have variable suitability for openland, woodland, and wetland habitats. The habitat for openland wildlife consists of cropland, pasture, meadows, and areas that are overgrown with grasses, herbs, shrubs, and vines. These areas produce grain and seed crops, grasses, and legumes, and wild herbaceous plants. The wildlife attracted to these areas include bobwhite quail, dove, sparrow hawk, meadowlark, field sparrow, cottontail, and cattle egret. Candler, Kendrick, Masaryk, and Nobleton soils are rated fair for openland habitat. Woodland wildlife habitat includes area of deciduous plants or coniferous plants or both and associated grasses, legumes, and wild herbaceous plants. Wildlife attracted to these areas include turkey, towhee, woodpeckers, owls, squirrels, gray fox, racoon, and deer. Candler and Nobleton soils are rated fair for this habitat; Kendrick sand is well suited to woodlands. The habitat for wetland wildlife includes areas of open, marshy or swampy, shallow water areas. Wildlife in these areas include ducks, egrets, herons, kingfishers, alligators, and otters. Floridana sand is well suited to wetland habitats (Hyde et al. 1977: Table 13).

Background Research and Literature Review

A review of pertinent archaeological and historical literature, records, and other documents and data pertaining to the general area was conducted. The focus of this desktop analysis was to ascertain the types of cultural resources known in the project vicinity, as well as the potential for the occurrence of yet unrecorded resources. Research included a review of sites listed in the NRHP and the FMSF (July 2021 GIS update); an examination the Hernando County Property Appraiser's data; soil survey information; plat map, field notes, and tract book records; historic aerial photos on file with the Publication of Archival Library and Museum Materials (PALMM); regional prehistories, histories, and site location predictive models; and relevant CRAS reports and manuscripts.

Archaeological and Historical Considerations

The archaeological background research indicated that no archaeological sites are located within the project location; five are located within 1.6 kilometers (km) (1 mile [mi]) (**Table 2, Figure 6**). Most of the sites are lithic scatter that have been determined ineligible for listing in the NRHP. One lithic scatter and the historic town have not been evaluated by the State Historic Preservation Office (SHPO) in terms of NRHP eligibility. 8HE00287 (Rural) was recorded by the Hernando County Planning Department (HCPD) based on historic documentation and has had no archaeological investigations conducted. **Table 3** provides a list of the CRAS projects conducted near the airport. These have been conducted for transportation projects, developments, cell towers, National Guard armories, airport facilities, and for the development of the Hernando County Comprehensive Plan.

Table 2. Previously recorded sites proximate to the project location.

FMSF #	SITE NAME	SITE TYPE	CULTURE	REFERENCE	SHPO EVAL
8HE00027	Garden Grove	Lithic scatter/quarry	Archaic	(FMSF)	Not Evaluated
8HE00258	Holland Spring 1	Lithic scatter/quarry	Indeterminate	(Wharton 1990)	Ineligible
8HE00287	Rural	Historic town	1898-1916	(HCPD 1990)	Not Evaluated
8HE00430	Golf Ball Chase	Lithic scatter	Indeterminate	(ACI 2001)	Ineligible
8HE00438	Rivard	Lithic scatter	Indeterminate	(ACI 2001)	Ineligible

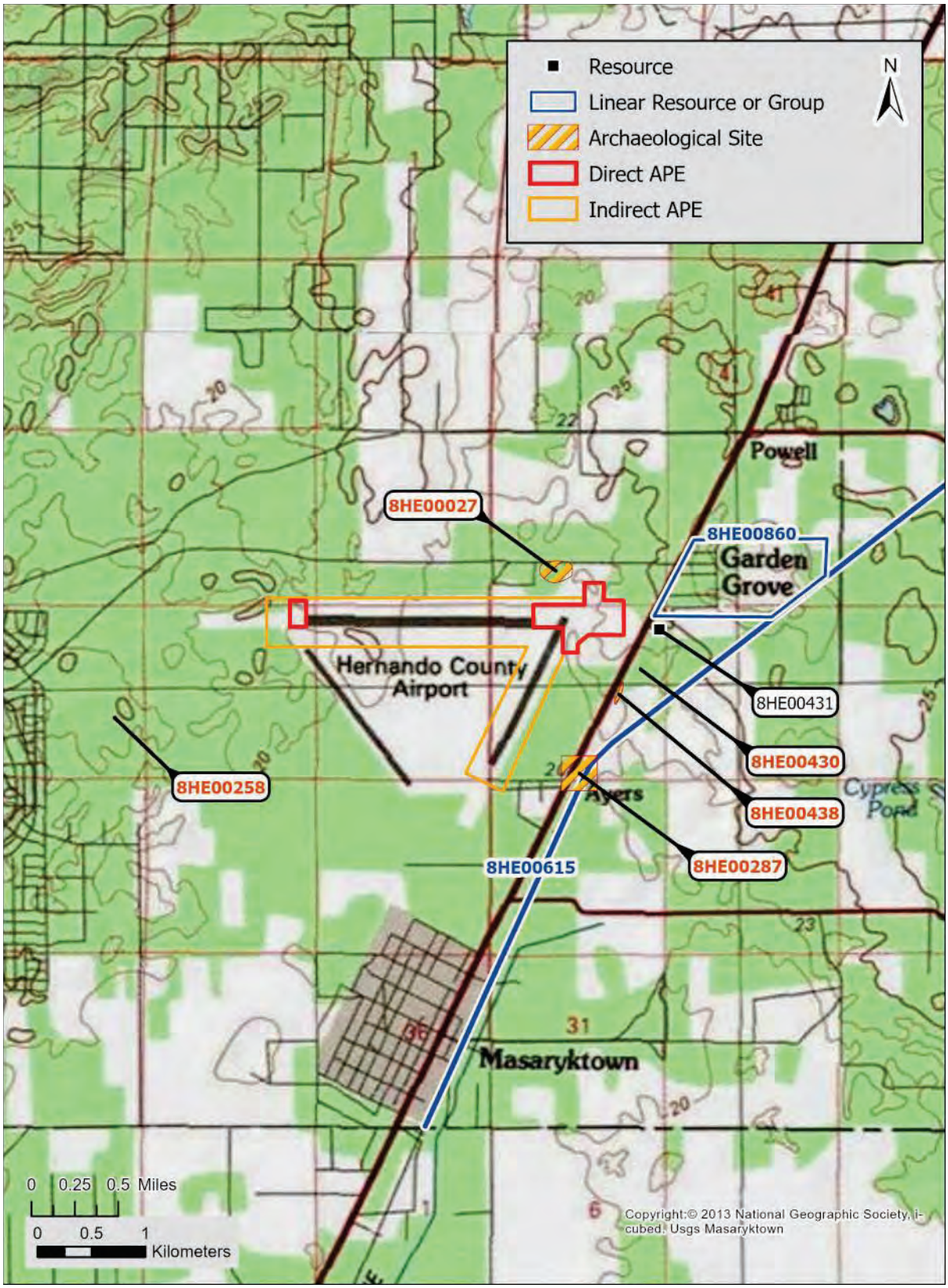


Figure 6. Location of the previously recorded cultural resources proximate to the project location.

Based on these data, and other regional site location predictive models and studies (e.g., Austin et al. 1991; Burger 1982; de Montmollin 1983; Deming 1980; Ellis et al. 1995; Ellis et al. 1998; Ellis et al. 1993; Horvath 1986; Janus Research 1992, 2004; Smith et al. 2008; Weisman and Collins 2004; Wharton 1990) informed expectations concerning the types of sites likely to occur within the project APE, as well as their probable environmental settings, was generated. As archaeologists have long realized, aboriginal populations did not select their habitation sites and activity areas in a random fashion. Rather, many environmental factors had a direct influence upon site location selection, including soil drainage, distance to water, topography, and proximity to resources. It should be noted that the settlement pattern noted below cannot be applied to sites of the Paleoindian and Early Archaic periods, which precede the onset of modern environmental conditions.

Table 3. CRAS projects conducted proximate to the airport.

REFERENCE	PROJECT	# of Newly Recorded Resources	# of Previously Recorded Resources
140 / (Marsh 1976)	An Archaeological Survey of the Brooksville 201 Facilities Plan Hernando County, Florida	1	1
554 / (Marsh 1981)	Archaeological Survey of the Proposed Holland Springs Development, Unit One	0	0
2785 / (HCPD 1990)	Excerpts from the Hernando County Comprehensive Plan, Historical and Archaeological Element	57	0
4889 / (ACI 1995)	A CRAS Suncoast Parkway Reevaluation Areas Hillsborough, Pasco, and Hernando Counties, Florida	12	8
7186 / (Janus Research 2002)	Cultural Resource Assessment Technical Memorandum State Road 45 (U.S. 41) from County Line Road to South of SWFWMD Entrance, Hernando County, Florida	5	0
7453 / (Pracht 2001)	Cultural Resource Reconnaissance Survey/ Section 106 Review; Proposed Cellular Tower Site: Oakcrest 4100 Barclay Road, Hernando County, Florida	0	0
8019 / (Sims 2001)	An Archaeological and Historical Survey of the Proposed Cypress Pond Tower Location in Hernando County, Florida	0	1
8537 / (Stokes 2002)	A Phase I Cultural Resource Survey of Six Florida Army National Guard (FLARNG) Facilities in Florida	4	0
9533 / (ACI 2001)	CRAS Technical Memorandum Pond and Floodplain Compensation Site Alternatives US 41 (SR 45) from SWFWMD Entrance to South of Powell Road, Hernando Co, Florida	3	0
13640 / (Batun et al. 2006)	Cultural Resources Survey and Assessment, Hernando Oaks DRI, Hernando County, Florida	4	1
16300 / (Wood 2008)	Phase I Archaeological Survey of the Proposed Silverthorn Cell Tower, Hernando County, Brooksville	0	0
17575 / (FDOT et al. 1994)	Final Environmental Impact Statement: Volume 1: Zone 2: SR 52 to US 98 in Hernando County, FL	26	0
18055 / (McReynolds 2010)	Proposed 102-foot Monopole Telecommunications Tower / Hernando County Airport	0	0
21779 / (ACI 2015)	Phase I CRAS of the Brooksville-Tampa Bay Regional Airport MRO Hanger Development in Hernando Co.	0	0
21702 / (McMakin 2015)	Cultural Resources Assessment of the 23577 P and R Rentals 086386 Cellular Tower, Hernando County, FL	0	0

Analysis of the April 2021 data for the 86 aboriginal archaeological sites, with known locations in the Gulf Coastal Lowlands physiographic region of Hernando County, was conducted. Historic archaeological sites and aboriginal archaeological sites that were plotted "per vague verbal description" were deleted from this analysis.

Proximity to water is often an important site location feature. Over 74% of the sites are located within 100 m (328 ft) of a water source, with another 14% of the sites within 200 m (656 ft) of water (**Table 4**). There are six sites within 300 m (956 ft) and another four that had a further water source. It is possible that smaller water sources may have been present during aboriginal times but were not identified based on the maps and soil types as identified today. Given the extraction of water through wells and drainage projects, prehistoric water sources may have been obscured. Wetlands and swamps account for almost half of the sites, with ponds/lakes following a distant second at 16%. Depressions and sinkholes, which or may not have served as water sources, each account for 14% of the sites. The remaining 8% of the sites are next to the Weeki Wachee River or an intermittent stream.

Table 4. Distribution of sites by water type and distance.

Type	≤100 m		≤200 m		≤300 m		>300 m		Total	
	Cnt	%	Cnt	%	Cnt	%			Cnt	%
Creek/river	5	5.8%	2	2.3%		0.0%		0.0%	7	8.1%
Depressions	6	7.0%	2	2.3%	2	2.3%	2	2.3%	12	14.0%
Pond/lake	12	14.0%	1	1.2%	1	1.2%		0.0%	14	16.3%
Sink	12	14.0%		0.0%		0.0%		0.0%	12	14.0%
Wetland/swamp	29	33.7%	7	8.1%	3	3.5%	2	2.3%	41	47.7%
Total	**64**	**74.4%**	**12**	**14.0%**	**6**	**7.0%**	**4**	**4.7%**	**86**	**100.0%**

Soil types and their drainage characteristics can also be used to assess the likelihood for aboriginal site occurrence (Almy 1978). However, it should be remembered that although we know what soils the sites fall on, we do not have a good handle on what percentage of the soils have been surveyed for archaeological sites. As more archaeological surveys are conducted, the model presented here can be refined. There are 43 soil types within the Gulf Coastal Lowlands portion of Hernando County; of which 24 have recorded archaeological sites (**Table 5**). Many of the sites occurred on more than one soil type. This analysis only includes the four types covering the greatest acreage for each site, which totaled 133 soil type occurrences. The column "1" indicates that this soil type had the greatest area of the site, and so on down the line, so that column "4" had the smallest site acreage.

Table 5. Distribution of sites by drainage and soil types.

DRAINAGE/Soil type, & slopes	% of Area	1	2	3	4	Total	% of Sites	Difference
EXCESSIVELY DRAINED								
Astatula fine sand, 0-8%	0.3%					0	0.0%	-0.3%
Candler fine sand, 0-5%	51.6%	40	2	2		44	33.1%	-18.5%
Candler fine sand, 5-8%	6.4%	1	2			3	2.3%	-4.1%
Paola fine sand, 0-8%	2.3%	7	2			9	6.8%	4.5%
Total	**60.6%**	**48**	**6**	**2**	**0**	**56**	**42.1%**	**-18.5%**
MODERATELY WELL DRAINED								
Masaryk very fine sand, 0-5%	3.9%	5	1			6	4.5%	0.6%
Pomello fine sand, 0-5%	0.1%					0	0.0%	-0.1%
Tavares fine sand, 0-5%	1.6%	8	3			11	8.3%	6.7%
Total	**5.5%**	**13**	**4**	**0**	**0**	**17**	**12.8%**	**7.2%**
POORLY DRAINED								
Basinger fine sand	0.9%	3	1			4	3.0%	2.1%
Blichton loamy fine sand, 0-2%	0.4%		1	1		2	1.5%	1.1%

DRAINAGE/Soil type, & slopes	% of Area	1	2	3	4	Total	% of Sites	Difference
Blichton loamy fine sand, 2-5%	0.7%	1	1			2	1.5%	0.8%
EauGallie fine sand	0.2%			1		1	0.8%	0.6%
Flemington fine sandy loam, 0-2%	0.2%					0	0.0%	-0.2%
Flemington fine sandy loam, 2-5%	0.8%	1				1	0.8%	0.0%
Flemington fine sandy loam, 8-12%	0.1%					0	0.0%	-0.1%
Myakka-Myakka, wet, fine sands, 0-2%	2.7%	4	6			10	7.5%	4.8%
Pompano fine sand	0.0%					0	0.0%	0.0%
Wabasso fine sand	0.4%					0	0.0%	-0.4%
Wauchula fine sand, 0-5%	0.2%		1			1	0.8%	0.6%
Total	**6.5%**	**9**	**10**	**2**	**0**	**21**	**15.8%**	**9.3%**
SOMEWHAT POORLY DRAINED								
Adamsville fine sand, 0-2%	0.1%					0	0.0%	-0.1%
Aripeka fine sand	0.0%					0	0.0%	0.0%
Aripeka-Okeelanta-Lauderhill association	0.2%				1	1	0.8%	0.5%
Electra variant fine sand, 0-5%	0.0%					0	0.0%	0.0%
Micanopy loamy fine sand, 0-2%	0.7%					0	0.0%	-0.7%
Micanopy loamy fine sand, 2-5%	2.5%	5	2			7	5.3%	2.8%
Nobleton fine sand, 0-5%	6.9%	4		1	1	6	4.5%	-2.4%
Sparr fine sand, 0-5%	0.3%					0	0.0%	-0.3%
Total	**10.8%**	**9**	**2**	**1**	**2**	**14**	**10.5%**	**-0.2%**
VERY POORLY DRAINED								
Anclote fine sand, 0-2%, ponded	0.3%	1	1			2	1.5%	1.2%
Basinger fine sand, depressional, 0-1%	2.0%		2	1		3	2.3%	0.3%
Floridana fine sand	0.0%					0	0.0%	0.0%
Floridana variant loamy fine sand	0.2%	1				1	0.8%	0.6%
Homosassa mucky fine sandy loam	0.0%					0	0.0%	0.0%
Lacoochee fine sandy loam	0.1%					0	0.0%	-0.1%
Okeelanta-Terra Ceia association	10.2%		1	1	1	3	2.3%	-7.9%
Samsula muck	0.0%		1		1	2	1.5%	1.5%
Total	**12.8%**	**2**	**5**	**2**	**2**	**11**	**8.3%**	**-4.5%**
WELL DRAINED								
Arredondo fine sand, 0-5%	0.0%					0	0.0%	0.0%
Kendrick fine sand, 0-5%	1.1%	1	2	4		7	5.3%	4.1%
Williston loamy fine sand, 2-5%	0.0%	1				1	0.8%	0.7%
Total	**1.2%**	**2**	**2**	**4**	**0**	**8**	**6.0%**	**4.8%**
OTHER								
Hydraquents	0.3%					0	0.0%	-0.3%
Pits	0.3%	1	2			3	2.3%	2.0%
Pits-dumps complex	0.1%					0	0.0%	-0.1%
Quartzipsamments, shaped, 0-5%	0.1%					0	0.0%	-0.1%
Udalfic arents-Urban land complex	0.6%	2		1		3	2.3%	1.7%
Water	1.4%					0	0.0%	-1.4%
Total	**2.7%**	**3**	**2**	**1**	**0**	**6**	**4.5%**	**1.8%**
Grand Total	**100.0%**	**86**	**31**	**12**	**4**	**133**	**100.0%**	**0.0%**

The excessively drained soils cover almost 61% of the area but have only 42% of the sites. The very poorly drained soils cover almost 13% of the area with 8% of the sites. The somewhat poorly drained soils cover 11% of the area and have 10% of the sites. Almost 16% of the sites occur on poorly

drained soils that cover only 6.5% of the area. There is also a somewhat high correlation of sites with the moderately well drained soils. These cover over 5% of the area and have almost 131% of the sites. Although the well drained soils cover just over 1% of the area, they account for 6% of the sites. The remaining 4.5% of the area is covered by water, has been excavated for pits, or are reworked soils (hydraquents, quartzipsamments, Udalfic arents); six sites were recorded in these areas.

However, there is variation in the preference/avoidance of certain soil types within the various drainage classes. Those soils that have a higher percentage of sites as compared to area (2% or greater) are marked in red on the table, while those that seem less likely to be used (-2% or less) are marked in blue. As might be expected, there is a preference for the better drained soils, but the excessively drained soils are used significantly less than one would expect based on the acreage. The Candler sands cover 58% of the area but account for only 35.4% of the sites. Those soils that have a negative correlation with sites are Candler fine sand, 0-5% and 5-8% slopes, Okeelanta-Terra Ceia association, and Nobleton fine sand, 0-5%. The preferred soils, in order of preference, are Tavares fine sand, 0-5%; Myakka-Myakka wet, fine sand, 0-2%; Paola fine sand, 0-8%; Kendrick fine sand, 0-5%; Micanopy loamy fine sand, 2-5%; and Basinger fine sand.

Based on the environmental setting, the project APE was considered to have a low probability for aboriginal archaeological site occurrence. Although Kendrick sand has a positive correlation with sites, there are no nearby water sources. No evidence was uncovered to suggest usage of the area prior to construction of the airport. In addition, had sites been present, they would have likely been destroyed by construction of the airport facilities.

A review of the 1848 plat maps of the area revealed no occupation in the area (Watson et al. 1848a; Watson et al. 1848b) (**Figure 7**). Township 23 South, Ranges 18 and 19 East were surveyed in the 1840s by Henry Washington, George Watson, R.W. Templeman, and R.W. Norris (Norris 1845; Templeman 1844; Washington 1843b, 1843a; Watson 1846-47). The land proximate to the project area were described as undulating 3rd and 2nd rate pine with black jack and turkey oak (Watson 1846-47:31-42, 113-148). The area was not purchased until the late-1800s when the lands within the project area were deeded to John J. Carter (1885), Charles D. Woodson (1885), M.B. Patchin and A.M. Millerd (1883) and William H. Hawk (1890) (State of Florida n.d.-a:259, 262, n.d.-b:185).

Historical/architectural background research revealed that no previously recorded historic resources are located within the proposed APE. Three previously recorded historic resources are located on the east side of Broad Street, immediately adjacent to, but outside of the proposed Direct Impact and Indirect Impact APE (**Figure 6**). These include the Garden Grove Historic District (8HE00860), linear resource, the Seaboard Air Line (SAL) Railway (8HE00615), and one Frame Vernacular style building (8HE00431). Of these, the SAL and Frame Vernacular style building were determined ineligible for listing in the NRHP by the SHPO. The Garden Grove Historic District is a typical subdivision platted in the 1920s and wasn't fully developed until the 1950s. According to FMSF, the district never achieved its original vision and does not retain historic integrity. The historic district has not been evaluated by the SHPO. Furthermore, remnants of the Brooksville Army Airfield Bunker are located 900-ft north of the proposed Indirect Impact APE near the intersection of Aviation Loop Drive and Sam Pearson Way. The resource has not been recorded in the FMSF.

By 1942, the Brooksville Army Airfield had been constructed as an operational training facility consisting of runways, taxiways, aprons, roads, utility systems, and about 150 buildings (BKV 2021) (**Figure 8**). It was used during World War II as an auxiliary airfield of MacDill Field and Drew Field for training pilots and ground crews. Operations at this field began in November 1942 with the arrival of the 1st Bomb Squadron. The 9th Bombardment Group used the airport for training on B-17 Flying Fortresses and B-24 Liberators. The Army Airfield remained active until late 1945, when the Army

determined the site was surplus. The War Assets Administration (WAA) sold or removed most of the improvements for off-site use. The WAA conveyed the acreage and remaining improvements to the City of Brooksville, which eventually transferred the property to the Hernando County Board of County Commissioners (BKV 2021).

A review of the Hernando County Property Appraiser data and historic aerial photographs indicate that the ca. 1942 Brooksville Army Airfield, now known as the BKV, and associated runways are located within the proposed Direct Impact and Indirect Impact APE. No buildings or structures that are 50 years of age or older (constructed in 1971 or earlier) are located within the proposed APE. The review of aerial photos revealed little change to the area between 1944 and 1957 (USDA 1944a, 1944b, 1951, 1957).

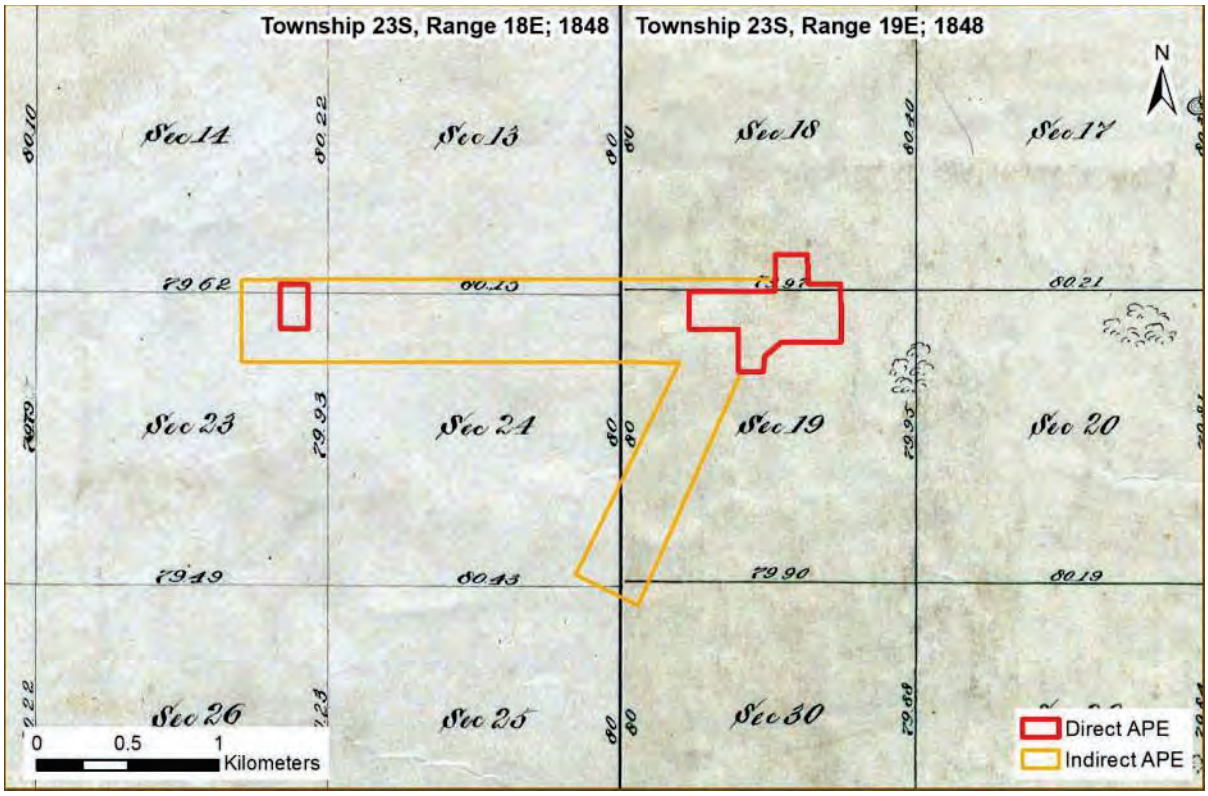


Figure 7. 1848 plats of the project area.

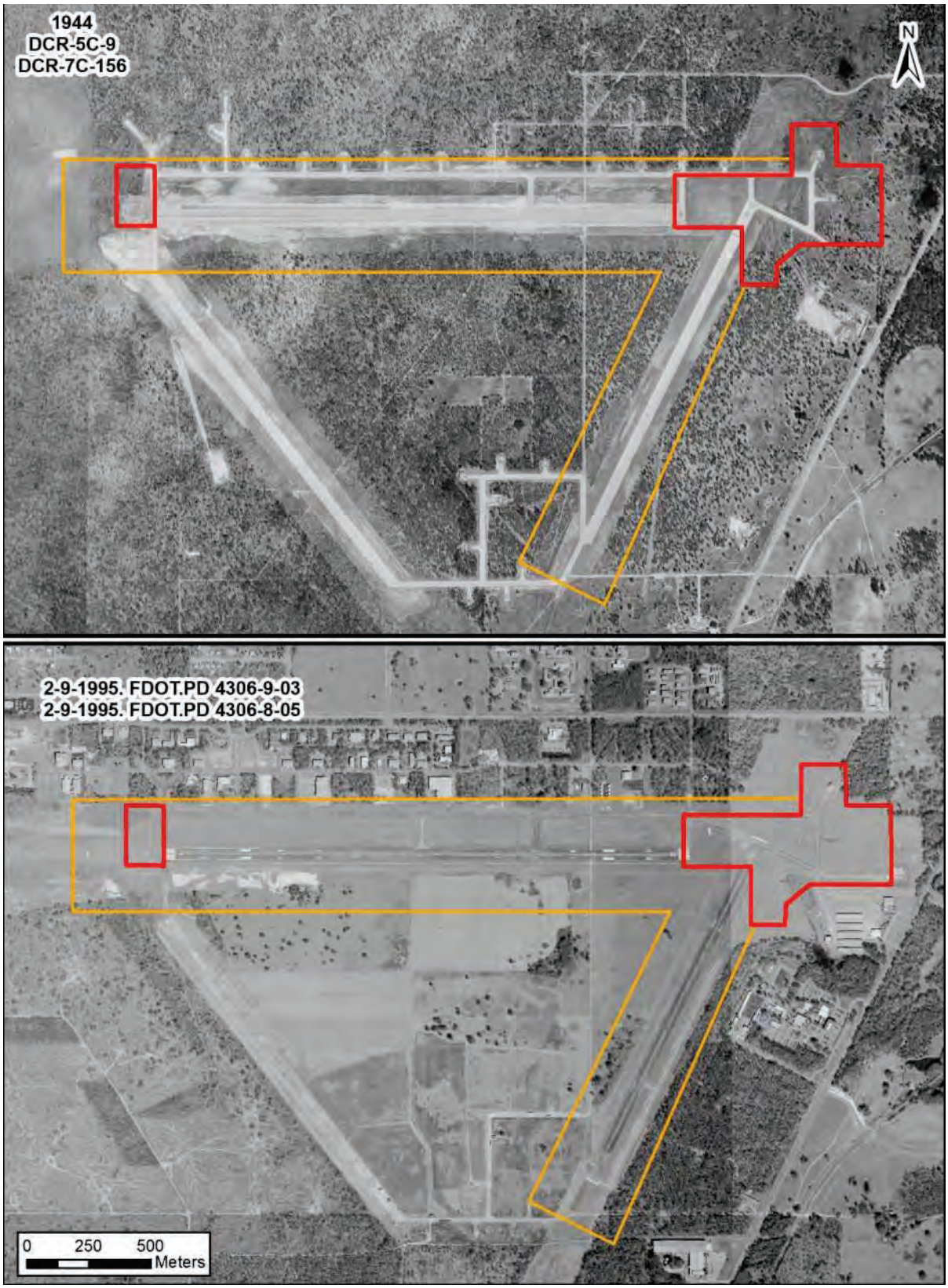


Figure 8. 1944 and 1995 aerial photos of the airport.

Conclusions

The background research revealed no recorded archaeological sites or historic resources within the project area. There is a low potential for intact aboriginal and historic archaeological sites, based on environmental conditions, historic land use patterns, and the extensive disturbance of the project area over time. It is ACI's professional opinion that no additional archaeological survey is needed. Historical/architectural background research revealed that no previously recorded historic resources are located within the proposed APE. The ca. 1942 Brooksville Army Airfield, now known as the BKV, and associated runways are located within the proposed APE. The Airfield could be recorded within the FMSF as a Resource Group with two contributing resources – Runway 9-27 and Runway 3-21. No buildings or structures that are 50 years of age or older (constructed in 1971 or earlier) are located within the proposed APE; however, a field survey would be necessary for proper identification of historic resources within the proposed APE.

A CRAS may be required during the permitting process to document historic cultural resources within the project area. The fieldwork should meet the requirements of Chapters 267, 373, and 872.05, *FS*, Florida's Coastal Management Program, and implementing state regulations, for possible effects on historic properties listed, or eligible for listing, in the NRHP, or otherwise of historical, architectural or archaeological value, as well as the standards contained in FDHR's *Cultural Resource Management Standards and Operational Manual* (FDHR 2003); the report should meet the specifications set forth in Chapter 1A-46, *FAC*.

References Cited

ACI (Archaeological Consultants, Inc.)

1995 A Cultural Resource Assessment Survey, Suncoast Parkway Reevaluation Areas, Hillsborough, Pasco, and Hernando Counties, Florida. ACI, Sarasota. MS# 4889.

2001 Cultural Resource Assessment Survey Technical Memorandum Pond and Floodplain Compensation Site Alternatives US 41 (SR 45) from SWFWMD Entrance to South of Powell Road, Hernando County, Florida. ACI, Sarasota. MS# 9533.

2015 Phase I Cultural Resource Assessment Survey of the Brooksville-Tampa Bay Regional Airport MRO Hanger Development in Hernando County, Florida. ACI, Sarasota. MS# 21779.

Almy, Marion M.

1978 The Archaeological Potential of Soil Survey Reports. *The Florida Anthropologist* 31(3):75-91.

Austin, Robert J., Howard Hansen, and Charles Fuhrmeister

1991 An Archaeological and Historical Survey of Unincorporated Areas of Pinellas County, Florida. Janus Research, Inc., Tampa. MS# 2827.

Batun, A. Ivan, Martin F. Dickinson and Lucy B. Wayne
2006 Cultural Resources Survey and Assessment, Hernando Oaks DRI, Hernando County, Florida. SouthArc, Inc., Gainesville. MS# 13640.

BKV
2021 History. Brooksville-Tampa Bay Regional Airport, Brooksville. https://flybkv.com/about-bkv/history/. Accessed 8-24-21.

Burger, B. W.
1982 *Cultural Resource Management in Manatee County, Florida: The Prehistoric Resource Base*. MA thesis, Department of Anthropology, University of South Florida, Tampa.

Davis, John H.
1980 General Map of Natural Vegetation of Florida. *Circular* S-178. Agriculture Experiment Station, University of Florida, Gainesville.

de Montmollin, Wanda
1983 *Environmental Factors and Prehistoric Site Location in the Tampa Bay Area.* MA thesis, Department of Anthropology, University of South Florida, Tampa.

Deming, Joan
1980 *The Cultural Resources of Hillsborough County: An Assessment of Prehistoric Resources*. Historic Tampa/Hillsborough County Preservation Board, Tampa.

Ellis, Gary D., Robin L. Denson, and Russell A. Dorsey
1995 Phase II Archaeological Study, Citrus County, Florida. Gulf Archaeological Research Institute, Lecanto. MS# 4029.

Ellis, Gary D., Robin L. Denson, Russell A. Dorsey, Randy G. Martin, Kenneth Nash, and Jeanne E. Ellis
1998 Withlacoochee State Forest Archaeological Modeling Study for Citrus, Hernando, Sumter and Pasco Counties. Gulf Archaeology Research Institute, Lecanto. MS# 6547.

Ellis, Gary D., Russell A. Dorsey, Robin Denson, John J. Ellis, John Milton, and Virgil R. Beasley
1993 Archaeological Study Citrus County, Florida. Gulf Archaeological Research Institute, Lecanto. MS# 3570.

FDEP (Florida Department of Environmental Protection.
2001a *Geology (Environmental)*. Florida Geographic Data Library, Gainesville.
2001b *Surficial Geology*. Florida Geographic Data Library, Gainesville.

FDHR (Florida Division of Historical Resoruces)
2003 *Cultural Resource Management Standards and Operational Manual*. Florida Division of Historical Resources, Tallahassee.

FDOT, PBS&J, and Inc. HDR Engineering
1994 North Suncoast Corridor Zone 2 Final Environmental Impact Statement. FDOT, Tallahassee. MS# 17575.

FMSF (Florida Master Site File)
Various site file forms. On file, FDHR, Tallahassee.

HCPD (Hernando County Planning Department)
1990 Excerpts from the Hernando County Comprehensive Plan, Historical and Archaeological Element. Hernando County Planning Department, Hernando County Board of County Commissioners, Brooksville. MS# 2785.

Horvath, Elizabeth A.
1986 *The Archaeological Resources of Hernando County, A Site Location Predictive Model.* MA thesis, Department of Anthropology, University of South Florida, Tampa.

Hyde, Adam G., Lloyd Law, Jr., Robert L. Weatherspoon, Melvin D. Cheyney, and Joseph J. Eckenrode
1977 *Soil Survey of Hernando County, Florida*. USDA, Soil Conservation Service.

Janus Research
1992 An Archaeological Resource Inventory and Archaeological Site Predictive Model for Manatee County, Florida. Janus Research, Inc., Tampa. MS# 3066.
2002 Cultural Resource Assessment Technical Memorandum State Road 45 (U.S. 41) from County Line Road to South of SWFWMD Entrance, Hernando County, Florida. Janus Research, Inc., Tampa. MS# 7186.
2004 Updated Archaeological Site Predictive Model for the Unincorporated Areas of Hillsborough County, Florida. Janus Research, Inc., Tampa. MS# 10723.

Marsh, Robert G.
1976 An Archaeological Survey of the Brooksville 201 Facilities Plan, Hernando County, Florida. On file, FDHR, Tallahassee. MS# 140.

Marshe, Robert G.
1981 An Archaeological Survey of the Proposed Holland Spring Development Unit One. On file, FDHR, Tallahassee. MS# 554.

McMakin, Todd
2015 Cultural Resources Assessment of the 23577 P and P Rentals 086386 Cellular Tower, Hernando County, Florida. Stone Point Services, Inc., Tyler, TX. MS# 21702.

McReynolds, Nancy
2010 Proposed 102-foot Monopole Telecommunications Tower / Hernando county Airport. Terracon Consulting Engineers & Scientists, Duluth, GA. MS# 18055.

Norris, R. W.
1845 *Field Notes.* Volume 113.

Pracht, Jodi B.
2001 Cultural Resource Reconnaissance Survey / Section 106 Review; Proposed Cellular Tower Site: Oakcrest 4100 Barclay Road, Hernando County, Florida. ACI, Sarasota. MS# 7453.

Sims, Cynthia L.
2001 An Archaeological and Historical Survey of the Proposed Cypress Pond Tower Location in Hernando County, Florida. Panamerican Consultants, Inc., Tampa. MS# 8019.

Smith, Greg C., Patrick Sullivan, Mary Beth Reed, and Pinellas County Planning Department
2008 Countywide Cultural Resources Survey, Pinellas County, Florida. *New South Associates Technical Report* 1561. New South Associates, Stone Mountain, GA. MS# 16115.

State of Florida, Department of Environmental Protection
n.d.-a *Tract Book.* Volume 15.
n.d.-b *Tract Book.* Volume 16.

Stokes, Anne V.
2002 A Phase I Cultural Resources Survey of Six Florida Army National Guard (FLARNG) Facilities in Florida. SEARCH, Jonesville. MS# 8537.

Templeman, R. W.
1844 *Field Notes.* Volume 109.

USDA (U.S. Department of Agriculture)
1944a Aerial Photograph: 10-25-44, DCR-7C-156. On file, PALMM, Gainesville.
1944b Aerial Photograph: 11-11-44, DCR-15C-9. On file, PALMM, Gainesville.
1951 Aerial Photograph: 5-5-51, DCR-3H-23. On file, PALMM, Gainesville.
1957 Aerial Photographs: 3-23-57, CTT-1T-22, 25. On file, PALMM, Gainesville.
2018 Soil Survey Geographic (SSURGO) Database for Florida - September 2018. USDA, NRCS, Fort Worth, TX.

USGS (U.S. Geological Survey)
2013 *Masaryktown, Fla.* USA_Topo_Maps.

Washington, Henry
1843a *Field Notes.* Volume 92.
1843b *Field Notes.* Volume 74.

Watson, George
1846-47 *Field Notes.* Volume 95.

Watson, George, R. W. Templeman, and H. Washington
1848a *Plat. Township 23 South, Range 18 East*. Florida Department of Environmental Protection.

Watson, George, R. W. Templeman, and Henry Washington
1848b *Plat. Township 23 South, Range 19 East*. Florida Department of Environmental Protection.

Weisman, Brent R. and Lori Collins
2004 A GIS Archaeological Modeling and Testing of Nine ELAPP Preserves, Hillsborough County, FL. Department of Anthropology, University of South Florida, Tampa. MS# 10759.

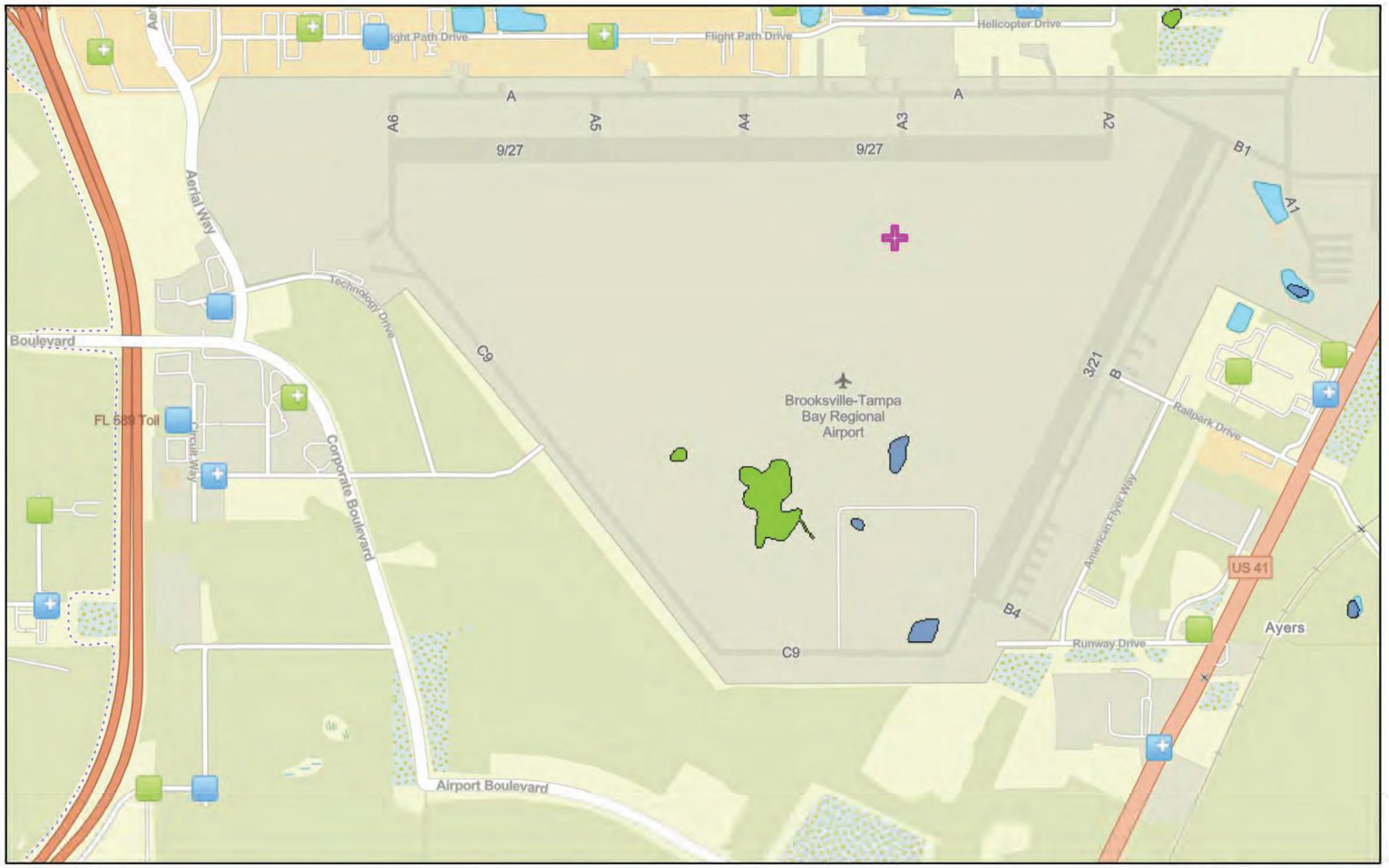
Wharton, Barry R.
1990 An Archaeological and Historical Resource Assessment of the Proposed North Suncoast Expressway, Hillsborough, Pasco, and Hernando Counties, Florida. HDR Engineering, Inc., Tampa. MS# 2684.

White, William A.
1970 Geomorphology of the Florida Peninsula. *Geological Bulletin* 51. Florida Department of Natural Resources, Bureau of Geology, Tallahassee.

Wood, Karen G.
2008 New Tower ("NT") Submission Packet FCC Form 620 Crown Castle USA - Silverthorn #8248-2849. Southern Research, Ellerslie, GA. MS# 16300.

APPENDIX C

ENVIRONMENTAL FEATURES MAP

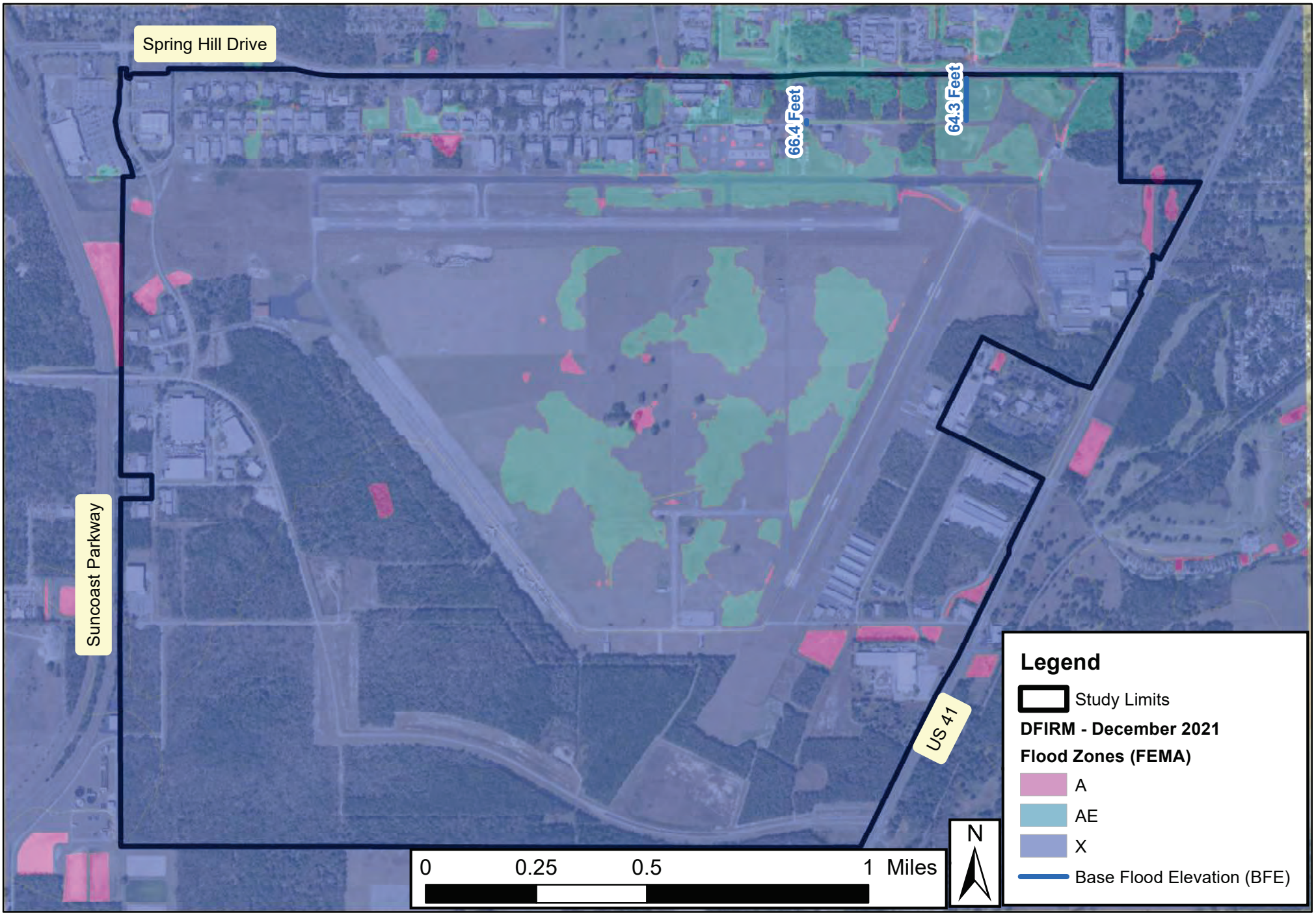


Environmental Features

Figure 3-3

APPENDIX D

PLOODPLAIN MAP



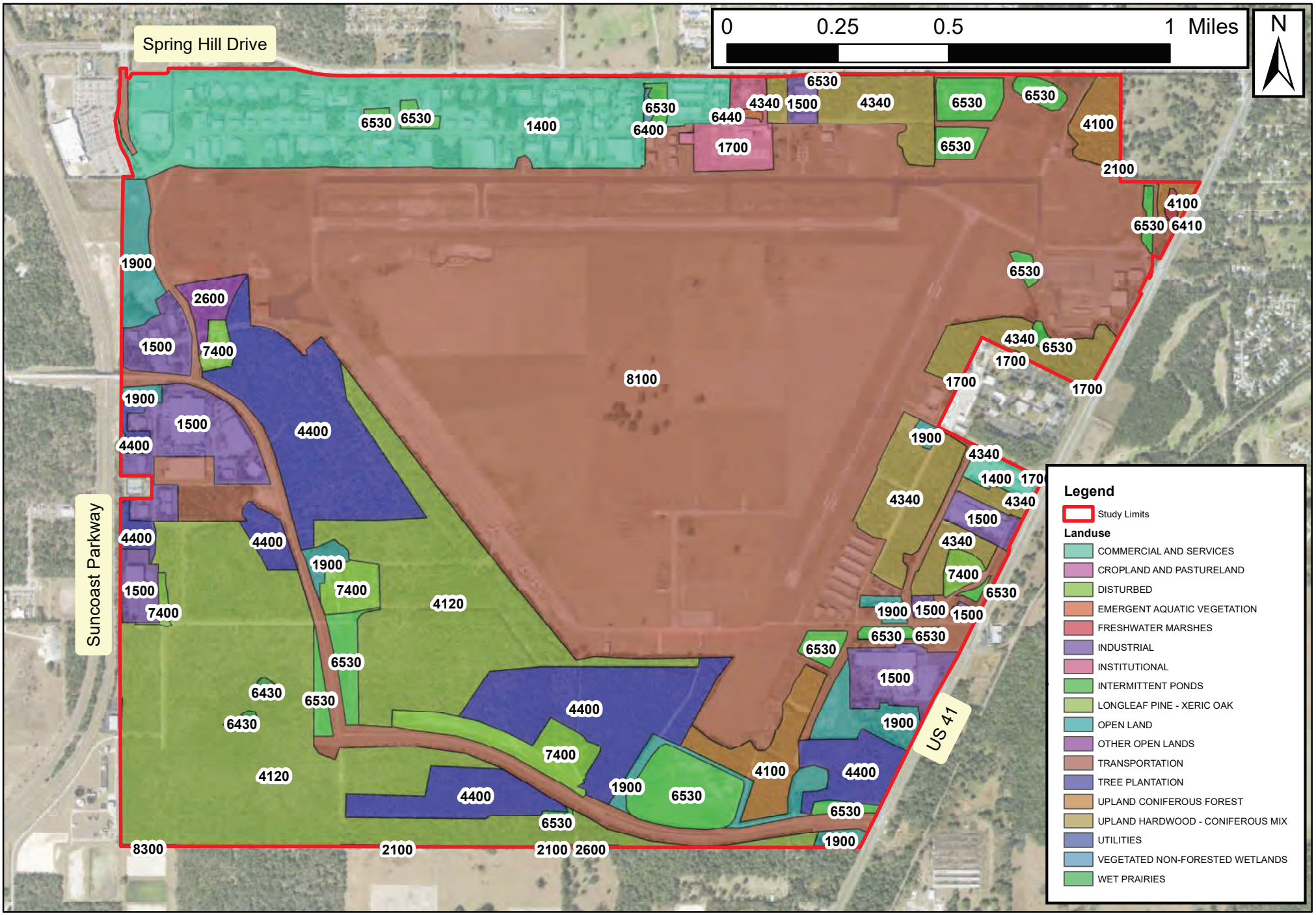
1707

Stormwater Master Plan
Figure A.7A FEMA Floodplains Map

Michael Baker INTERNATIONAL

APPENDIX E

LANDUSE MAP



1709

Stormwater Master Plan
Figure A.6 Landuse Map

Michael Baker INTERNATIONAL

APPENDIX F

TREE REMOVAL DOCUMENTED CATEGORICAL EXCLUSION

APPENDIX A. DOCUMENTED CATEX

Airport sponsors may use this form for projects eligible for a categorical exclusion (CATEX) that have greater potential for extraordinary circumstances or that otherwise require additional documentation, as described in the Environmental Orders (FAA Order 1050.1F and FAA Order 5050.4B).

To request a CATEX determination from the FAA, the sponsor should review potentially affected environmental resources, review the requirements of the applicable special purpose laws, and **consult with the Airports District Office or Regional Airports Division Office staff** about the type of information needed. The form and supporting documentation should be completed in accordance with the provisions of FAA Order 5050.4B, paragraph 302b, and submitted to the appropriate FAA Airpor5ts District/Division Office. The CATEX cannot be approved until all information/documentation is received and all requirements have been fulfilled.

Name of Airport, LOC ID, and location:

Brooksville-Tampa Bay Regional Airport (BKV), Brooksville, Florida

Project Title:

Land Clearing and Grading for Wildlife Hazard Mitigation

Give a brief, but complete description of the proposed project, including all project components, justification, estimated start date, and duration of the project. Include connected actions necessary to implement the proposed project (including but not limited to moving NAVAIDs, change in flight procedures, haul routes, new material or expanded material sources, staging or disposal areas). Attach a sketch or plan of the proposed project. Photos can also be helpful.

The project consists of tree clearing, grubbing, smooth grading, and hydroseeding of 115.4 acres at BKV to remove wildlife cover and foraging habitat thereby reducing wildlife attractants and hazardous wildlife to facilitate safe aircraft operations at BKV (Exhibit 1). This includes 114.8 acres of currently wooded land within the fenced airport operations area and an additional 0.6 acres of vegetated habitat that would be cleared adjacent to existing airport fencing to establish a clear maintenance and access corridor adjacent to the perimeter fence in the locations depicted on Exhibit 1. The project is estimated to start in Fall of 2023. It is anticipated that for hauling of vegetation debris offsite for disposal, the contractor would use a number of different haul routes. It is anticipated that the contractor would not have to cross runways or taxiways to do this work as there are existing gates, roads, and trails around the perimeter of the airfield that will facilitate access to the tree removal areas.

Give a brief, but complete, description of the proposed project area. Include any unique or natural features within or surrounding airport property.

The first component of the project area includes the 12 separate areas of upland mixed pine-hardwood and mixed hardwood forest that are within the BKV perimeter fence. Common tree cover species in these areas include slash pine, live oak, water oak, laurel oak, turkey oak, and red maple. These areas total approximately 114.8 acres in size.

The second component of the project area includes additional areas of tree removal that are included in the project to provide a 10 foot wide fence inspection and maintenance corridor adjacent to 5 fence segments total. These areas total 0.6 acres (Exhibit 1).

Areas of wetland occur between Tree Removal Areas 8 and 9 as well as within Tree Removal Area 10 (Exhibit 1). Impacts to these wetland areas will be avoided during the project and a minimum 15-foot wide (average 25-foot wide) wetland buffer will be observed during construction. A feature that appears to be a sinkhole is located within the wetland in Tree Removal Area 10. The project would not impact the sinkhole.

Identify the appropriate CATEX paragraph(s) from Order 1050.1F (paragraph 5-6.1 through 5-6.6) or 5050.4B (Tables 6-1 and 6-2) that apply to the project. Describe if the project differs in any way from the specific language of the CATEX or examples given as described in the Order.

5-6.4l - Federal financial assistance for, licensing or approval of the grading of land, the removal of obstructions to air navigation, or erosion control measures, provided those activities occur on and only affect airport property

5-6.4p - New gradeging landscaping, and/or maintenance of existing landscaping that does not cause or promote the introduction or spread of invasice species that would harm the native ecosytem.

The circumstances one must consider when documenting a CATEX are listed below along with each of the impact categories related to the circumstance. Use FAA Environmental Orders 1050.1F, 5050.4B, and the Desk Reference for Airports Actions, as well as other guidance documents to assist you in determining what information needs to be provided about these resource topics to address potential impacts. Keep in mind that both construction and operational impacts must be included. Indicate whether or not there would be any effects under the particular resource topic and, **if needed**, cite available references to support these conclusions. Additional analyses and inventories can be attached or cited as needed.

5-2.b(1) National Historic Preservation Act (NHPA) resources

	YES	NO
Are there historic/cultural resources listed (or eligible for listing) on the National Register of Historic Places located in the Area of Potential Effect? If yes, provide a record of the historic and/or cultural resources located therein and check with your local Airports Division/District Office to determine if a Section 106 finding is required. A Cultural Resources Assessment Survey (CRAS) was performed and no historic or cultural resources listed or recommended as eligible for listing on the National Register of Historic Places were found. A letter and a copy of the CRAS were provided to the Florida Department of State, Division of Historical Resources, Compliance Review Section (SHPO). The SHPO agreed with the findings of the CRAS. Please see the attached coordination from the SHPO.	☐	☒

	YES	NO
Does the project have the potential to cause effects? If yes, describe the nature and extent of the effects. Since no listed or recommended eligible for listing resources were found, the CRAS found that the project will not affect known historic properties or cultural resources. If previously undocumented resources are discovered during construction, activity would cease and the SHPO would be contacted for further guidance..	☐	☒
Is the project area undisturbed? If not, provide information on the prior disturbance (including type and depth of disturbance, if available) Portions of the area have been disturbed in the past due to the construction of the Brooksville Army Airfield in 1942 and subsequent disturbance for airport related use. Other areas have been subject to more limited disturbance for harvesting of trees or agricultural use historically.	☐	☒
Will the project impact tribal land or land of interest to tribes? If yes, describe the nature and extent of the effects and provide information on the tribe affected. Consultation with their THPO or a tribal representative along with the SHPO may be required. **A letter and a copy of the CRAS were provided to the five Native American Tribe entities with areas of interest that include the region of Florida within which the project is located. Two of the five responded (Exhibit 2). The Seminole Tribe of Florida indicated that they had no objections or other comments. The Muscogee (Creek) Nation indicated that they were not aware of any sacred sites, burial grounds, or significant cultural resources located within the immediate tree removal areas and that they agreed with the findings of the CRAS and concurred that there should be no effects to any known historic properties. Both Tribes indicated that if inadvertent discoveries of cultural resources, human remains and related resources protected by the Native American Graves Protection and Repatriation Act were to occur during construction that all work should cease and their offices and other appropriate agencies should be notified. Please see attached correspondence with the Native American tribe entities.**	☐	☒

5-2.b(2) Department of Transportation Act Section 4(f) and 6(f) resources

	YES	NO
Are there any properties protected under Section 4(f) (as defined by FAA Order 1050.1F) in or near the project area? This includes publicly owned parks, recreation areas, and wildlife or waterfowl refuges of national, state or local significance or land from a historic site of national, state or local significance. No. The entire project is on existing airport property within the airfield perimeter fence. There are no Section 4(f) properties in the project area. Additionally, there are no section 4(f) lands near the project area. This was determined by reviewing, a number of resources including the following: • List of Hernando County parks and preserves; • List of City of Brooksville parks; • Hernando County GIS Zoning/Future Land Use interactive map; • Florida Conservation Lands GIS data layer, including National Parks, state forests, wildlife management areas, local preserves, and private preserves; • Cultural Resources Assessment Survey prepared for the project; • Letter of coordination from the Florida Department of State, Division of Historical Resources, State Historic Preservation Officer (SHPO); • National Register of Historic Places (NRHP) National Archives; • NRHP Spatial Data; and, • NRHP NPGallery Database. Based on a review of the above sources, there are no known Section 4(f) resources located within or in the vicinity of the Affected Environment. One golf course, the Rivard Golf Club is located on the east side of U.S. Route 41, southeast of the Runway 27 approach. However, although this golf course is open to the general public, it is not publicly owned and it is not operated and managed by a public agency, therefore it is does not qualify as a Section 4(f) resource. No impact to the Rivard Golf Club would occur as a result of the project.	☐	☒
Will project construction or operation physically or constructively "use" any Section 4(f) resource? If yes, describe the nature and extent of the use and/or impacts, and why there are no prudent and feasible alternatives. See 5050.4B Desk Reference Chapter 7. No, since there are no 4(f) resources within or in the vicinity of the project there will be no physical or constructive use of a 4(f) resource.	☐	☒

	YES	NO
Will the project affect any recreational or park land purchased with Section 6(f) Land and Water Conservation Funds? If so, please explain, if there will be impacts to those properties. No. All of the affected land is existing airport property. There are no recreational or park lands within or in the vicinity of the project.	☐	☒

5-2.b(3) Threatened or Endangered Species

	YES	NO
Are there any federal or state listed endangered, threatened, or candidate species or designated critical habitat in or near the project area? This includes species protected by individual statute, such as the Bald Eagle. Gopher tortoise burrows are found around the perimeter of each of the tree removal areas except for Area 9 (Exhibit 3). The gopher tortoise is listed as Threatened by the State of Florida. It is also possible that the eastern indigo snake, which is federally listed as Threatened, could utilize habitats that will be affected by the proposed project. No evidence of other federal or state listed species or candidate species was found in the project area during the field survey conducted for the project. Removal of the trees will be phased to flush out wildlife primarily mammals that are not threatened and endangered species and allow them to move out. Should an animal be found during tree removal activities, the animal would be relocated to the nearest forest outside of the airport limits or if injured would be transported to the nearest animal shelter.	☒	☐

	YES	NO
Does the project affect or have the potential to affect, directly or indirectly, any federal or state-listed, threatened, endangered or candidate species, or designated habitat under the Endangered Species Act? If yes, Section 7 consultation between the FAA and the US Fish & Wildlife Service, National Marine Fisheries Service, and/or the appropriate state agency will be necessary. Provide a description of the impacts and how impacts will be avoided, minimized, or mitigated. Provide the Biological Assessment and Biological Opinion, if required. A 100 percent gopher tortoise survey will have to be conducted by a permitted Authorized Gopher Tortoise Agent in all suitable habitat within the project limits. A gopher tortoise conservation permit will have to be obtained from the Florida Fish and Wildlife Conservation Commission. This would be initiated approximately 90 days prior to construction. Impacted burrows that cannot be avoided will be excavated under the conditions of the permit and the gopher tortoises that are captured will be relocated to a state-approved gopher tortoise recipient site per the conditions of the permit. Potential for impact to the eastern indigo snake will be minimized by requiring the contractor to implement the USFWS' Standard Protection Measures for the Eastern Indigo Snake throughout construction.	☒	☐

Does the project have the potential to take birds protected by the Migratory Bird Treaty Act? Describe steps to avoid, minimize, or mitigate impacts (such as timing windows determined in consultation with the US Fish & Wildlife Service). A list of migratory bird species of concern that may occur in the vicinity of the project was provided with the USFWS IPaC list that was generated for the project (Exhibit 4). This IPaC list included seven species from the USFWS' list of Birds of Conservation Concern (American kestrel, great blue heron, lesser yellowlegs, prairie warbler, red-headed woodpecker, short billed dowitcher, and swallow tailed kite) and an additional species, the bald eagle, which is protected under the Bald and Golden Eagle Protection Act. Of these species, five nest in forested areas (American kestrel, great blue heron, red-headed woodpecker, swallow tailed kite, and bald eagle). However, for the great blue heron, the swallow-tailed kite, and the bald eagle, nesting locations are typically found in forested areas near or within large areas of bottomland hardwood wetlands, on islands within bodies of water, within other various types of wetlands, or in large trees within short distances of bodies of water. Habitats within the proposed tree removal areas are unlikely to be used for nesting by these species because there are only two small areas of wetlands within the project and these areas would not be impacted. Additionally there are no large bodies of water in close proximity to BKV. Of the remaining two forest-nesting migratory bird species on the IPaC list, the red-headed woodpecker and the American kestrel have some potential to utilize the habitats within the tree removal areas for nesting. The kestrel breeding season is reported by the IPaC report as being from April through August. Based on data from BKV's 2014 to 2015 Wildlife Hazard Assessment (WHA), kestrel observations at BKV were lower from April through July and highest from October through March. This data indicates that there are at least some non-migratory kestrels that utilize BKV's airfield for foraging year-round. These kestrels are likely to nest somewhere near the airfield. The average number of individual kestrel observations per month during breeding season at BKV was approximately 7 individuals. It is very likely that some of these observations were duplicates because the observations were recorded across three survey periods per day for two days per month. So the population of non-migratory kestrels using the habitats at the airport that could potentially nest in forested areas on the airport is likely to be relatively low. No red-headed woodpeckers were observed during the WHA. Although it is possible that red-headed woodpeckers could utilize wooded habitats at BKV occasionally, this was not documented during the WHA. While the proposed action would remove potential nesting habitat for kestrels, red-headed woodpeckers, and other forest nesting migratory birds, there would be no intentional take of these species is anticipated with the project. Nesting habitat for forest nesting birds would be reduced but foraging habitat for birds that prefer to forage in open habitats (such as American kestrels) or nest in open habitats would be potentially increased. Approximately 22.96 acres (114.8 acres of forested habitat x 20%) of forested nesting habitat would be removed as a result of the proposed action.	☒	☐

	YES	NO
However, it should be noted that the reason for the project is to reduce available wildlife habitat for species that could present hazards to aircraft operations at BKV. While some incidental impact to migratory bird species, such as disturbance from equipment noise and presence of workers during tree removal activities, could occur as a result of the proposed project, reduction of wildlife populations in the habitats adjacent to the airfield is beneficial in this case because it would reduce the potential for wildlife collisions with aircraft at BKV. In addition, due to the available habitat outside the perimeter fence and the large amounts of similar habitat in the region containing the airport, these impacts would not be considered to be significant. Due to the fact that the project will likely take several months to complete, no modifications of construction schedules to avoid conducting activities during periods when higher numbers of birds may be nesting (such as spring and summer) is proposed at this time.		

5-2.b (4) Other Resources

Items to consider include:

a. Fish and Wildlife Coordination Act	**YES**	**NO**
Does the project area contain resources protected by the Fish and Wildlife Coordination Act? If yes, describe any impacts and steps taken to avoid, minimize, or mitigate impacts. No, the project does not impact any streams or other water bodies.	☐	☒
b. Wetlands and Other Waters of the U.S.	**YES**	**NO**
Are there any wetlands or other waters of the U.S. in or near the project area? There are two areas of wetlands within the project area. The first is a 0.6 acre wetland within Area 10, and the second is a 4.1 acre wetland located between Areas 8 and 9 (Exhibit 1). Both of these wetlands would be avoided and a minimum 15 foot and average 25 foot wide buffer around each of the wetlands would be marked with flagging tape and retained during construction.	☒	☐
Has wetland delineation been completed within the proposed project area? If yes, please provide U.S. Army Corps of Engineers (USACE) correspondence and jurisdictional determination. If delineation was not completed, was a field check done to confirm the presence/absence of wetlands or other waters of the U.S.? If no to both, please explain what methods were used to determine the presence/absence of wetlands. Wetland limits have been approximated through a combination of field reconnaissance and desktop evaluation. A field wetland delineation will be conducted approximately 60 days prior to the start of construction.	☐	☒
If wetlands are present, will the project result in impacts, directly or indirectly (including tree clearing)? Describe any steps taken to avoid, minimize or mitigate the impact. No. The contractor will be required to avoid all impacts to wetlands during construction. A wetland buffer averaging 25 feet wide with a minimum width of 15 feet will be observed.	☐	☒
Is a USACE Clean Water Act Section 404 permit required? If yes, does the project fall within the parameters of a general permit? If so, which general permit? No Section 404 permit will be required because there will be no wetland impact.	☐	☒

c. Floodplains	**YES**	**NO**
Will the project be located in, encroach upon or otherwise impact a floodplain? If yes, describe impacts and any agency coordination or public review completed including coordination with the local floodplain administrator. Attach the FEMA map if applicable and any documentation. The project area overlaps 8.77 acres of 100 year floodplains (Exhibit 5). However, since some of the area shown as floodplain in Area 10 is also wetland, and since all wetland impacts are being avoided, actual clearing and smooth grading within floodplains will be less than 8.77 acres. The floodplain impacts will consist of tree and vegetation removal, smooth grading, and establishment of turfgrass to allow mowing/maintenance. No fill is proposed, and due to removal of root material, net flood storage capacity is actually likely to increase slightly as a result of the project.	☒	☐
d. Coastal Resources	**YES**	**NO**
Will the project occur in or impact a coastal zone as defined by the State's Coastal Zone Management Plan? If yes, discuss the project's consistency with the State's CZMP. Attach the consistency determination if applicable. All of Florida is considered to be within the State's Coastal Zone. Based on coordination with the Southwest Florida Water Management District (SWFWMD), the project will require a Minor Modification Environmental Resource Permit application. The permit that would be modified is the permit for BKV's existing stormwater management system. In the state of Florida, coastal zone consistency is evaluated as part of the Environmental Resource Permit application process. Issuance of an Environmental Resource Permit constitutes a determination that the project is consistent with the State's CZMP. All of the project's impacts would be within the existing airport perimeter fence, on land that has already been dedicated for airport use. There would be no negative effects on beaches or shorelines, emergency evacuation routes, conservation or recreation lands, greenways or trails, historic resources, commercial development, water resources, energy resources, or other important coastal resources. It is anticipated that the project will be determined to be consistent with the state's CZMP.	☒	☐
Will the project occur in or impact the Coastal Barrier Resource System as defined by the US Fish and Wildlife Service? The project is located well inland and will have no impact on the Coastal Barrier Resource System.	☐	☒
e. National Marine Sanctuaries	**YES**	**NO**
Is a National Marine Sanctuary located in the project area? If yes, discuss the potential for the project to impact that resource.	☐	☒

No National Marine Sanctuary is located in the project area. The project is in an inland area in south central Hernando County.		
f. Wilderness Areas	**YES**	**NO**
Is a Wilderness Area located in the project area? If yes, discuss the potential for the project to impact that resource. There is no wilderness area within the project area.	☐	☒
g. Farmland	**YES**	**NO**
Is there prime, unique, state, or locally important farmland in/near the project area? Describe any significant impacts from the project. Based on a review of the USDA Natural Resources Conservation Web Soil Survey tool, there is no prime, unique, state important, or locally important farmland in the project area. Please refer to Exhibit 6.	☐	☒
Does the project include the acquisition and conversion of farmland? If farmland will be converted, describe coordination with the US Natural Resources Conservation and attach the completed Form AD-1006. The project will not result in conversion of farmland.	☐	☒

h. Energy Supply and Natural Resources	YES	NO
Will the project change energy requirements or use consumable natural resources either during construction or during operations? Energy, in the form of fuel for landclearing equipment, would be consumed during the construction phase of the project; however, this would be a short term effect that would not affect availability of energy resources in the region containing the project. After construction is complete, there would be a minor increase in annual energy consumption at BKV because the cleared areas would have to be mowed regularly during the growing season, and this would require increased use of fuel for the airport's mowing equipment. This increase in fuel usage would not be expected to have an effect on the availability of fuel in the region containing BKV. Consumable natural resources that would be affected by the project would include timber resources because existing tree cover would be removed from the wooded areas within the airport's perimeter fence. The winning contractor has the option of selecting suitable trees for timber and chipping or mulching trees that cannot be logged. Mulched/chipped materials would be transported to the nearest Hernando County solid waste facility.	☒	☐
Will the project change aircraft/vehicle traffic patterns that could alter fuel usage either during construction or operations? During the period of time that trees are being removed from the wooded areas south of the Runway 3 approach, it is likely that traffic would be diverted from Runway 3-21 to Runway 9-27. This would only be necessary during daytime hours while tree clearing is underway and construction vehicles would have potential to be driving in or near the approach RSA for Runway 3. This would not be anticipated to alter fuel usage. No changes in other vehicle traffic patterns would be required.	☐	☒
i. Wild and Scenic Rivers	**YES**	**NO**
Is there a river on the Nationwide Rivers Inventory, a designated river in the National System, or river under State jurisdiction (including study or eligible segments) near the project? The nearest designated wild and scenic river is the Wekiva River system, which is located over 60 miles east-northeast of the project.	☐	☒
Will the project directly or indirectly affect the river or an area within ¼ mile of its ordinary high water mark? No	☐	☒

j. Solid Waste Management	YES	NO
Does the project (either the construction activity or the completed, operational facility) have the potential to generate significant levels of solid waste? If so, discuss how these will be managed. The project will generate solid waste in the form of tree and vegetation debris that will be removed from the project area. However the amount of material that will be removed would not approach levels that would be considered significant, and depending on what the contractor decides to do with the material, some of it may be merchantable material that could be sold as pulpwood or sawtimber that would not contribute to solid waste. Material that is not useful as wood chips, mulch, pulp, or sawtimber would likely disposed of in a solid waste landfill that accepts vegetation debris.	☒	☐

5-2.b(5) Disruption of an Established Community

	YES	NO
Will the project disrupt a community, planned development or be inconsistent with plans or goals of the community? There will be no community disruption from the project, because it is completely contained within the existing airport.	☐	☒
Are residents or businesses being relocated as part of the project? No relocations will be required.	☐	☒

5-2.b(6) Environmental Justice

	YES	NO
Are there minority and/or low-income populations in/near the project area? The census block groups that surround the Airport include census tract (CT) 040302 block group (BG) 1, CT 040906 BG 2, CT 040908 BG 2, and CT 040911 BG 1. Five-year data from the United States Census Bureau's American Community Survey were reviewed for these four block groups and compared to the data for Hernando County and for the State of Florida as a whole. The socioeconomic characteristics of the people living in block groups considered are comparable to those living in Hernando County as a whole and the State of Florida. All four block groups have a higher median household income than that of Hernando County as whole. Only CT 40906 BG 2 has a median household income that is notably less (by approximately 5,700 dollars) than the median household income for the State of Florida. Median family income is less than both the county and the state for CT 40906 BG 2 and CT 40908 BG 2, but the percent of households with income below the poverty level is lower for all of the block groups evaluated than for Hernando County as a whole or the State of Florida. Based on the consideration of this data, it was concluded that none of the block groups in the study area contain environmental justice populations. Since the percent of households with income below the poverty level is lower than that of Hernando County as a whole and the State of Florida, none of these block groups would be considered to be low income populations. In addition, the percentage of minorities living in the four block groups considered ranges from seven to ten percent, which is lower than minority percentage for Hernando County as whole (11 percent) or the State of Florida (25 percent); therefore none of these block groups would be considered to be minority populations.	☐	☒
Will the project cause any disproportionately high and adverse impacts to minority and/or low-income populations? Attach census data if warranted. Since the project is completely contained within existing airport property and will not result in increased noise, light emissions, relocations, or traffic, it will have no disproportionate impact to minority or low-income populations.	☐	☒

5-2.b(7) Surface Transportation

	YES	NO
Will the project cause a significant increase in surface traffic congestion or cause a degradation of level of service provided? No. The project is completely contained within airport property and will not result in increased useage of the airport. It is strictly a safety project that is intended to decrease the usage of the habitat on the airport by wildlife that are attracted to forested habitats and that cause hazards to aircraft operations such as white-tailed deer.	☐	☒

	YES	NO
Will the project require a permanent road relocation or closure? If yes, describe the nature and extent of the relocation or closure and indicate if coordination with the agency responsible for the road and emergency services has occurred. No road relocations or closures are proposed.	☐	☒

5-2.b(8) Noise

	YES	NO
Will the project result in an increase in aircraft operations, nighttime operations, or change aircraft fleet mix? The project will not result in an increase operations or change in fleet mix.	☐	☒
Will the project cause a change in airfield configuration, runway use, or flight patterns either during construction or after the project is implemented? During removal of trees from the approach end of Runway 3, some traffic may be shifted temporarily to Runway 9-27 because construction haul routes may be within the RSA for the approach end of Runway 3. The contractor will provide the airport with a schedule concerning when the haul route near the approach end of Runway 3 will be needed so that Runway 3 can be closed and NOTAMs declaring the closure of Runway 3 can be issued. This would only be required during daylight hours when construction activities are taking place and construction vehicles are traveling to and from the site. Construction within the remaining tree removal and grading areas would not cause changes in runway use patterns.	☒	☐
Does the forecast exceed 90,000 annual propeller operations, 700 annual jet operations or 10 daily helicopter operations or a combination of the above? If yes, a noise analysis may be required if the project would result in a change in operations. This threshold is exceeded based on FAA TAF which states that GA and military aircraft operations total 90,840 for BKV, but the project will not result in a change in operations.	☒	☐
Has a noise analysis been conducted, including but not limited to generated noise contours, a specific point analysis, area equivalent method analysis, or other screening method. If yes, provide that documentation. A noise analysis is being developed for another ongoing NEPA evaluation for the proposed extension of Runway 27. That analysis is still in draft status and has not been finalized, but preliminary results indicate that the noise contours for both the existing condition and the proposed condition do not extend off of BKV property and there are no noise sensitive land uses and no residences within the 65 DNL contour for any of the years modeled (2019, 2025, and 2030).	☒	☐

	YES	NO
Could the project have a significant impact (DNL 1.5 dB or greater increase) on noise levels over noise sensitive areas within the 65+ DNL noise contour? No noise impacts are anticipated from the tree removal and grading project.	☐	☒

5-2.b(9) Air Quality

	YES	NO
Is the project located in a Clean Air Act non-attainment or maintenance area? No	☐	☒
If yes, is it listed as exempt, presumed to conform or will emissions (including construction emissions) from the project be below *de minimis* levels (provide the paragraph citation for the exemption or presumed to conform list below, if applicable) Is the project accounted for in the State Implementation Plan or specifically exempted? Attach documentation. N/A	☐	☒
Does the project have the potential to increase landside or airside capacity, including an increase of surface vehicles? No	☐	☒
Could the project impact air quality or violate local, State, Tribal or Federal air quality standards under the Clean Air Act Amendments of 1990 either during construction or operations? No. Minor emissions would occur due to operation of equipment during construction but this would not affect attainment status or result in violations of local, State, Tribal, or Federal air quality standards.	☐	☒

5-2.b (10) Water Quality

	YES	NO
Are there water resources within or near the project area? These include groundwater, surface water (lakes, rivers, etc.), sole source aquifers, and public water supply. If yes, provide a description of the resource, including the location (distance from project site, etc.). There are wetlands within two of the tree removal and grading areas, but these wetlands will not be disturbed and a 15 foot minimum/25 foot average width buffer will be retained around the wetland areas.	☒	☐

	YES	NO
Will the project impact any of the identified water resources either during construction or operations? Describe any steps that will be taken to protect water resources during and after construction. Impacts to water resources will be avoided during construction.	☐	☒
Will the project increase the amount or rate of stormwater runoff either during construction or during operations? Describe any steps that will be taken to ensure it will not impact water quality. It is possible that runoff may increase to a small extent temporarily during construction, but the existing stormwater management system at the airport would help to contain and treat any temporary increases in runoff that may occur. In other portions of the property the wooded areas are adjacent to large areas of maintained grass of the airfield that would help to slow runoff. All of the areas affected are within the Airport's closed drainage basin so any temporary increase in runoff during construction would be contained within airport property and would not affect other property owners. Much of the project site is nearly level and most of the soils are highly permeable sandy soils so it is anticipated that a large percentage of precipitation will simply percolate. During construction, sediment and erosion best management practices will be incorporated to reduce erosion and sedimentation. Once grading is complete bare ground will be seeded to help control runoff.	☒	☐
Does the project have the potential to violate federal, state, tribal or local water quality standards established under the Clean Water and Safe Drinking Water Acts? No. The project will not affect aquifers that are sources for local drinking water. During construction the project will utilize sediment and erosion control measures, will implement a construction stormwater pollution prevention plan, and will implement a spill prevention control and countermeasures plan to protect surface and groundwater quality.	☐	☒
Are any water quality related permits required? If yes, list the appropriate permits. An Environmental Resource Permit minor modification will be required so that the Southwest Florida Water Management System can review the projects effects and ensure that the Airport's existing stormwater management system will be able to continue to effectively treat airfield runoff once the project is constructed. No adverse effects are anticipated. In addition, the contractor will be required to obtain a National Pollutant Discharge Elimination System Construction Permit for a large construction site (larger than 5 acres in size).	☒	☐

5-2.b(11) Highly Controversial on Environmental Grounds

	YES	NO
Is the project highly controversial? The term "highly controversial" means a substantial dispute exists as to the size, nature, or effect of a proposed federal action. The effects of an action are considered highly controversial when reasonable disagreement exists over the project's risks of causing environmental harm. Mere opposition to a project is not sufficient to be considered highly controversial on environmental grounds. Opposition on environmental grounds by a federal, state, or local government agency or by a tribe or a substantial number of the persons affected by the action should be considered in determining whether or not reasonable disagreement exists regarding the effects of a proposed action. No since the project has no risk of resulting in notable environmental harm it would not be considered highly controversial. There are no unique habitats that would be impacted, wetland impacts are being avoided, and impacts to gopher tortoises, where unavoidable, will be mitigated by relocating affected tortoises to a state-approved recipient site.	☐	☒

5-2.b(12) Inconsistent with Federal, State, Tribal or Local Law

	YES	NO
Will the project be inconsistent with plans, goals, policy, zoning, or local controls that have been adopted for the area in which the airport is located? No. The areas within the project limits are already zoned as either Aviation Facilities or split zoned as Aviation Facilities/Planned Development Project (Corporate Park). The project area is within the "Airport Planned Development District" which was established for the utilization of BKV as a center for aviation and aviation related uses and industrial and business park uses. Removal of the trees within the perimeter fence does not conflict with any of these designations.	☐	☒
Is the project incompatible with surrounding land uses? No. The project would not result in any land use conflicts or incompatibilities. Most of the land surrounding the project is either already developed as aviation facilities, industrial use, or commercial use. The only residential use is east-northeast of BKV on the east side of US Route 41 and is effectively screened from the airport by existing vegetation that is not planned for removal as well as an area of existing agricultural land with scattered trees and shrubs that is used for cattle farming (Exhibit 6).	☐	☒

5-2 .b (13) Light Emissions, Visual Effects, and Hazardous Materials

a. Light Emissions and Visual Effects	YES	NO
Will the proposed project produce light emission impacts? No. Tree removal will result in less visual screening between the airport and some surrounding properties, but these surrounding properties area either vacant or contain either commercial or industrial land use. There would be no reduction in screening for the residences to the east-northeast of the airport along US Route 41 because there would be no significant tree removal along the line of sight between those residences and the airport. The only tree removal near this part of the airport would be maintenance removal of trees within a 10 foot wide corridor on the inside of the perimeter fence so that the fence can be inspected and maintained as needed. This would not result in light emissions impacts for those residences on the east side of US Route 41.	☐	☒
Will there be visual or aesthetic impacts as a result of the proposed project and/or have there been concerns expressed about visual/aesthetic impacts? The visual impact will consist of conversion of some existing forested habitats to open maintained turf. This is not anticipated to result in concerns related to visual or aesthetic impacts. Areas of forested habitat removal will not take place adjacent to any residential areas.	☐	☒
b. Hazardous Materials	**YES**	**NO**
Does the project involve or affect hazardous materials? The project is not anticipated to have hazardous materials involvement. Based on review of available hazardous materials listsearch data for the airport, there are no documented hazardous waste sites or generators of hazardous waste within any of the proposed tree removal areas.	☐	☒
Will construction take place in an area that contains or previously contained hazardous materials? The database listsearch report prepared for the Runway 27 extension Environmental Assessment was reviewed because it also encompasses the project area for this wildlife hazard mitigation project. There are no documented hazardous materials sites within the tree removal areas according to the database listsearch report.	☐	☒
If the project involves land acquisition, is there a potential for this land to contain hazardous materials or contaminants? N/A, the project does not involve land acquisition.	☐	☒

Will the proposed project produce hazardous and/or solid waste either during construction or after? If yes, how will the additional waste be handled? Solid waste generated will include vegetation debris removal from the land clearing work and general refuse from day to day operations of the construction crew. The contractor will be required to remove and properly dispose of all solid waste generated during construction activities.	☒	☐

5-2 .b (14) Public Involvement

	YES	NO
Was there any public notification or involvement? If yes, provide documentation. No public notification is planned.	☐	☒

5-2 .b (15) Indirect/Secondary/Induced Impacts

	YES	NO
Will the project result in indirect/secondary/induced impacts? It is not anticipated that the project will result in indirect, secondary, or induced impacts. No development is currently planned within five years for any of the areas of tree removal. Areas of near-term future development were specifically excluded from the project.	☐	☒

When considered with other past, present, and reasonably foreseeable future projects, on or off airport property and regardless of funding source, would the proposed project result in a significant cumulative impact? Below is a list of past, current, and future projects at Brooksville-Tampa Bay Airport that were provided by airport management staff. Brooksville-Tampa Bay Regional Airport Projects in the last 10 years • Runway 9-27 Rehabilitation • Taxiway A Overlay • Telcom Drive/Technology Drive Construction Current Airport Projects • Decoupling of Runways 21 and 27 • Northside Hangar Development • PemAir Engine Shop Facility • Ackley Corporate Hangar (off Taxiway B • Barrett Manufacturing Plant Projects Planned for the Next Five Years • MRO Hangar Development • Extension of Runway 9-27 to the east • T-hangar Expansion • Corporate Hangar Development • FBO and Corp hangar • Jet Concepts Repair Facility • Flight Path Aviation – Avionics Facility • Global Jet Hangar – 2nd 20,000 SF Hangar • American Aviation Maintenance Hangar Impacts due to the proposed tree removal project are minimal. Similarly the past, present, and future projects in the Airport's vicinity have generated or are anticipated to generate only low environmental impacts. The primary impact from the proposed land clearing and grading project would be removal of forested habitat within the Airport's perimeter fence that is currently utilized by some species of wildlife such as deer, coyotes, small mammals, and forest-dwelling birds. Since the goal of the project is to reduce future hazards for	☐	☒

aircraft operations that would result from the occurrence of wildlife within the Airport's perimeter fence, this impact is justified. Impact to these wildlife species will be minimized by using a phased construction approach to flush them out and allow them to move out of the area that will be cleared of trees. Although some of the other past, current, and future projects would also remove forested habitat, most of the projects considered are either entirely or partially within the perimeter fence, where removal of habitat will be a benefit to safety of aircraft operations. In other cases the future projects would occur in areas that are already cleared as part of the air operations area. The cumulative effect of the projects considered on availability of forested habitat in the region within which the Airport is located is not significant. Large areas of forested habitat occur in the region, particularly east of U.S. 41. Other impacts that may occur as a result of the tree removal project include potential gopher tortoise relocation impacts. However, since the gopher tortoise conservation regulations in the State of Florida require that impacted gopher tortoise burrows be excavated and that gopher tortoises be relocated to an FWC-approved recipient site, no significant cumulative impacts to gopher tortoises would be anticipated to result from this project and the other past, current, and future projects in the vicinity. Potential impact to the Eastern indigo snake, which is known to utilize gopher tortoise burrows, would be minimized by implementing the USFWS' Standard Protection Measures for the Eastern Indigo Snake during construction. Other projects requiring federal or state approvals would also be likely to be required to implement these measures. Therefore the proposed land clearing and grading project and other projects considered as part of the cumulative impact analysis are not likely to contribute to the decline of this species. None of the past, current or future projects considered, including the land clearing and grading project, would be anticipated to impact wetlands. Wetlands on Airport property are minimal in extent and would be avoided by all of the projects considered. Similarly, there are no natural streams or waterbodies in the vicinity of the Airport that would be impacted by past, current, or future projects, including the tree removal project. Although, the cumulative development projects have the potential to generate environmental impacts, existing programs, policies, and regulatory requirements are expected to avoid and/or minimize the potential for significant impacts. In some cases where unavoidable impacts will occur, appropriate mitigation would be required. The minimal impacts associated with the land clearing and grading project		

	YES	NO
such as loss of wildlife habitat and displacement of wildlife, when considered in conjunction with impacts associated with past, present, and future development projects, are not expected to result in substantial cumulative impacts		

Permits

List any permits required for the proposed project that have not been previously discussed. Provide details on the status of permits.

Permits that will be required will include the previously discussed Environmental Resource Permit from the SWFWMD that is required for changes to the surface water management system at the Airport, the previously discussed gopher tortoise conservation permit from the Florida Fish and Wildlife Conservation Commission, a National Pollutant Discharge Elimination System (NPDES) construction permit, and a county land development permit. No permit applications have been submitted to-date.

Environmental Commitments

List all measures and commitments made to avoid, minimize, mitigate, and compensate for impacts on the environment, which are needed for this project to qualify for a CATEX.

The project will be conducted without impact to wetlands and a 15 foot minimum, 25 foot average wetland buffer will be observed in order to avoid wetland impact. The wetland limits and wetland buffer will be marked using flagging tape at least 60 days prior to start of construction.

A gopher tortoise survey will be conducted in 100 percent of suitable habitat for gopher tortoises approximately 90 days prior to construction. If gopher tortoise burrows are found within, or within 25 feet of, the limits of construction, a gopher tortoise conservation permit application will be submitted to the Florida Fish and Wildlife Conservation Commission. It is anticipated that for most burrows that are located on the edges of the wooded areas, impacts to the burrows can be avoided. In cases where impacts to burrows cannot be avoided, burrows will be excavated under the terms of the permit and recovered tortoises will be relocated to a state approved gopher tortoise recipient site under the conditions of the permit.

The contractor will be required to follow the Standard Protection Measures for the Eastern Indigo Snake throughout the construction phase of the project.

The contractor will be required to implement a Stormwater Pollution Prevention Plan during construction to prevent erosion and sedimentation through the implementation of sediment and erosion control best management practices. The contractor will also be required to implement a Spill Prevention Control and Countermeasures Plan that will detail the procedures for the safe handling, storage, clean up, and disposal of potential pollutants during construction.

Preparer Information

Point of Contact: Michael Baker International, attention: Jay Gable		
Address: 4211 West Boy Scout Boulevard, Suite 500		
City: Tampa	**State:** FL	**Zip Code:** 33607
Phone: 813 466-6027	**Email Address:** jgable@mbakerintl.com	

Signature: _____ Date: 12/16/2022

Airport Sponsor Information and Certification (may not be delegated to consultant)

Provide contact information for the designated sponsor point of contact and any other individuals requiring notification of the FAA decision.

Point of Contact: Steve Miller, Airport Manager		
Address: 15800 Flight Path Drive		
City: Brooksville	**State:** FL	**Zip Code:** 34604
Phone Number: 352 540-6342	**Email Address**: smiller@co.hernando.fl.us	
Additional Name(s):	**Additional Email Address(es):**	

I certify that the information I have provided above is, to the best of my knowledge, correct. I also recognize and agree that no construction activity, including but not limited to site preparation, demolition, or land disturbance, shall proceed for the above proposed project(s) until FAA issues a final environmental decision for the proposed project(s) and until compliance with all other applicable FAA approval actions (e.g., ALP approval, airspace approval, grant approval) has occurred.

Signature:_____ Date:

FAA Decision

Having reviewed the above information, it is the FAA's decision that the proposed project (s) or development warrants environmental processing as indicated below.

Name of Airport, LOC ID, and location: Brooksville- Tampa Bay Regional Airport (BKV) Brooksville, FL

Project Title: Hazardous Wildlife Habitat & Tree Removal

☒ No further NEPA review required. Project is categorically excluded per (cite applicable 1050.1.F CATEX that applies: 5-6.4(l))

☐ ..An Environmental Assessment (EA) is required.

☐ ..An Environmental Impact Statement (EIS) is required.

☐ ..The following additional documentation is necessary for FAA to perform a complete environmental evaluation of the proposed project.

Name: Amy M. Reed Title: Environmental Protection Specialist

Responsible FAA Official

Signature: AMY MARIE REED Digitally signed by AMY MARIE REED Date: 2023.05.17 16:08:44 -04'00' Date: 5/17/2023

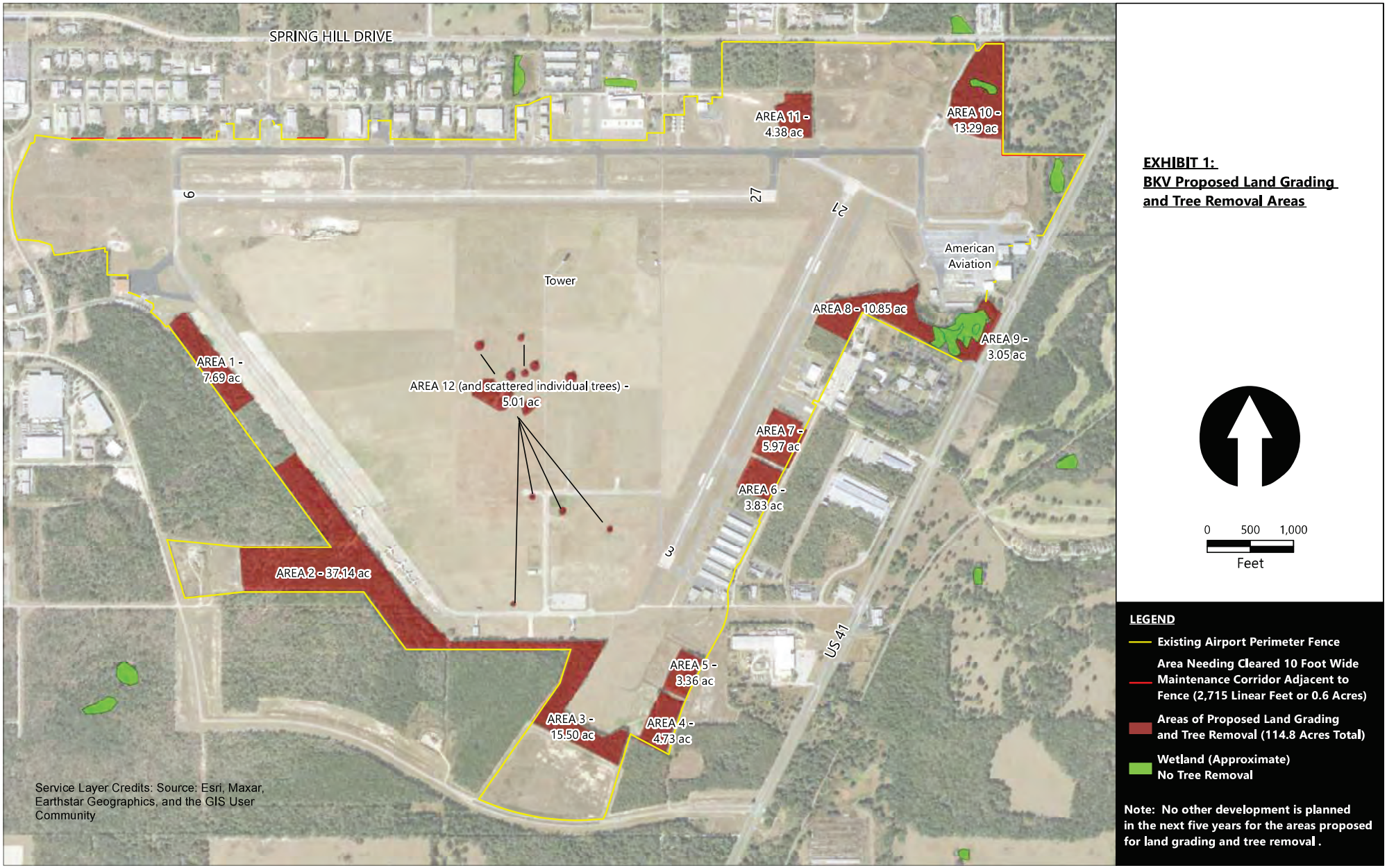


EXHIBIT 1:
BKV Proposed Land Grading and Tree Removal Areas

0 500 1,000
Feet

LEGEND

- Existing Airport Perimeter Fence
- Area Needing Cleared 10 Foot Wide Maintenance Corridor Adjacent to Fence (2,715 Linear Feet or 0.6 Acres)
- Areas of Proposed Land Grading and Tree Removal (114.8 Acres Total)
- Wetland (Approximate) No Tree Removal

Note: No other development is planned in the next five years for the areas proposed for land grading and tree removal .

EXHIBIT 2: CORRESPONDENCE FROM STATE HISTORIC PRESERVATION OFFICE AND NATIVE AMERICAN TRIBES REGARDING CULTURAL RESOURCES ASSESSMENT SURVEY

FLORIDA DEPARTMENT of STATE

RON DESANTIS
Governor

CORD BYRD
Secretary of State

Amy Reed, Environmental Protection Specialist
Federal Aviation Administration-FAA
Orlando Airports District Office-ADO
South Park Center
8427 South Park Circle – 5th Floor
Orlando, FL 32819

August 4, 2022

DHR Project File No.: 2022-4125-B Received by DHR: June 24, 2022
Cultural Resource Assessment Survey for the Brooksville-Tampa Bay Regional Airport Wildlife Hazard Mitigation Tree Removal Project, Hernando County, Florida

Dear Ms. Reed:

Our office reviewed the referenced project in accordance with Section 106 of the National Historic Preservation Act of 1966, as amended, and its implementing regulations in 36 CFR Part 800: Protection of Historic Properties, and Chapters 267.061, Florida Statutes, and implementing state regulations, for possible effects on historic properties listed in, or eligible for, the National Register of Historic Places (NRHP), or otherwise of historical, architectural, or archaeological value. The project is subject to compliance with requirements for the Federal Aviation Administration.

In March 2022, Archaeological Consultants Inc. (ACI) conducted the above referenced Phase I cultural resource assessment survey (CRAS) on behalf of Michael Baker International. ACI excavated 124 shovel tests. No archaeological sites were discovered. However, three archaeological occurrences (AO) were identified. These consist of one or two pieces of lithic debitage. AOs are categorically excluded from listing in the NRHP. As such, ACI determined that there are no cultural resources that are listed, determined eligible for listing, or that appear potentially eligible for listing in the NRHP within the APE. Therefore, it is the professional opinion of ACI that the proposed undertaking will result in no historic properties affected.

Based on the information provided, our office concurs with the presented survey results and recommendations. We concur with the Corps determination of no adverse effect to historic properties listed, or eligible for listing, on the NRHP. Further, we find the submitted report complete and sufficient in accordance with Chapter 1A-46, Florida Administrative Code. If you have any questions, please contact Michael DuBose, Historic Preservationist, by email at Michael.DuBose@dos.myflorida.com or telephone at 850.245.6342.

Sincerely,

Kelly L Chase
For

Alissa Slade Lotane
Director, Division of Historical Resources
& State Historic Preservation Officer

Reed, Amy M (FAA)

From: Section106 <Section106@muscogeenation.com>
Sent: Tuesday, October 4, 2022 2:46 PM
To: Reed, Amy M (FAA)
Subject: Re: Brooksville Airport (BKV) | Section 106 Consultation - Tree Removal Project

Good afternoon Ms. Reed,

Thank you for sending the correspondence regarding the proposed hazardous wildlife habitat removal project located at the Brooksville-Tampa Bay Regional Airport in Hernando County, Florida. Hernando County is located within the Muscogee (Creek) Nation's historic area of interest and is of importance to us. After review, the Muscogee Nation is unaware of any Muscogee sacred sites, burial grounds, or significant cultural resources located within the immediate tree removal areas. The Muscogee Nation agrees with the findings of the associated cultural resource assessment survey report and concurs that there should be **no effects to any known historic properties**. However, due to the historic presence of Muscogee people in the project area, inadvertent discoveries of cultural resources, human remains and related NAGPRA items may occur, even in areas of existing or prior development. Should this occur, the Muscogee (Creek) Nation requests that all work cease and our office as well as other appropriate agencies be notified immediately. Please feel free to contact me if there are any questions or concerns.

Thank you,

Robin Soweka, Jr.
Cultural Resource Specialist, Historic and Cultural Preservation Department
The Muscogee Nation
P.O. Box 580 | Okmulgee, OK 74447
T 918.732.7726 | F 918.758.0649
rosoweka@MuscogeeNation.com
MuscogeeNation.com

From: Reed, Amy M (FAA) <amy.m.reed@faa.gov>
Sent: Friday, September 2, 2022 10:26 AM
To: Section106 <section106@muscogeenation.com>
Cc: Bolen, Layne E (FAA) <Layne.E.Bolen@faa.gov>
Subject: Brooksville Airport (BKV) | Section 106 Consultation - Tree Removal Project

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Ms. Butler,

Hernando County Board of County Commissioners (Florida) has requested approval from the Federal Aviation Administration for a hazardous wildlife habitat removal project at the Brooksville-Tampa Bay Regional Airport (BKV). The project will include approximately 115 acres of clearing and grading within the airfield. The federal actions associated with the proposed development project require consultation under Section 106 of the National Historic Preservation

Act. FAA appreciates your review of the project and letting us know if the Muscogee (Creek) Nation has an interest in the project area and would like to participate in the Section 106 consultation process.

Respectfully,
Amy Reed

Amy Reed
Environmental Protection Specialist
Federal Aviation Administration-FAA
Orlando Airports District Office-ADO
South Park Center
8427 South Park Circle – 5th Floor
Orlando, FL 32819
T 407-487-7297 (Office)
T 813-966-9410 (Cell)
amy.m.reed@faa.gov

SEMINOLE TRIBE OF FLORIDA
TRIBAL HISTORIC PRESERVATION OFFICE

MARCELLUS W. OSCEOLA JR.
CHAIRMAN
MITCHELL CYPRESS
VICE CHAIRMAN
LAVONNE ROSE
SECRETARY
PETER A. HAHN
TREASURER

September 2, 2022

Attn: Amy Reed, Environmental Protection Specialist
Federal Aviation Administration-FAA
Orlando Airports District Office-ADO
South Park Center
8427 South Park Circle – 5th Floor
Orlando, FL 32819
Office: 407-487-7297
Mobile: 813-966-9410
Email: amy.m.reed@faa.gov

Subject: *Brooksville Airport (BKV), Section 106 Consultation - Tree Removal Project, Hernando County, Florida*
THPO Compliance Tracking Number: 0033698

In order to expedite the THPO review process:

1. Please correspond via email and provide documents as attachments (a THPO FTP site is available for large files).
2. Please send all emails to THPOCompliance@semtribe.com.
3. Please reference the THPO Compliance Tracking Number if one has been assigned.

Dear Ms. Reed,

Thank you for contacting the Seminole Tribe of Florida – Tribal Historic Preservation Office (STOF-THPO) Compliance Section regarding the *Brooksville Airport (BKV), Section 106 Consultation - Tree Removal Project, Hernando County, Florida.*

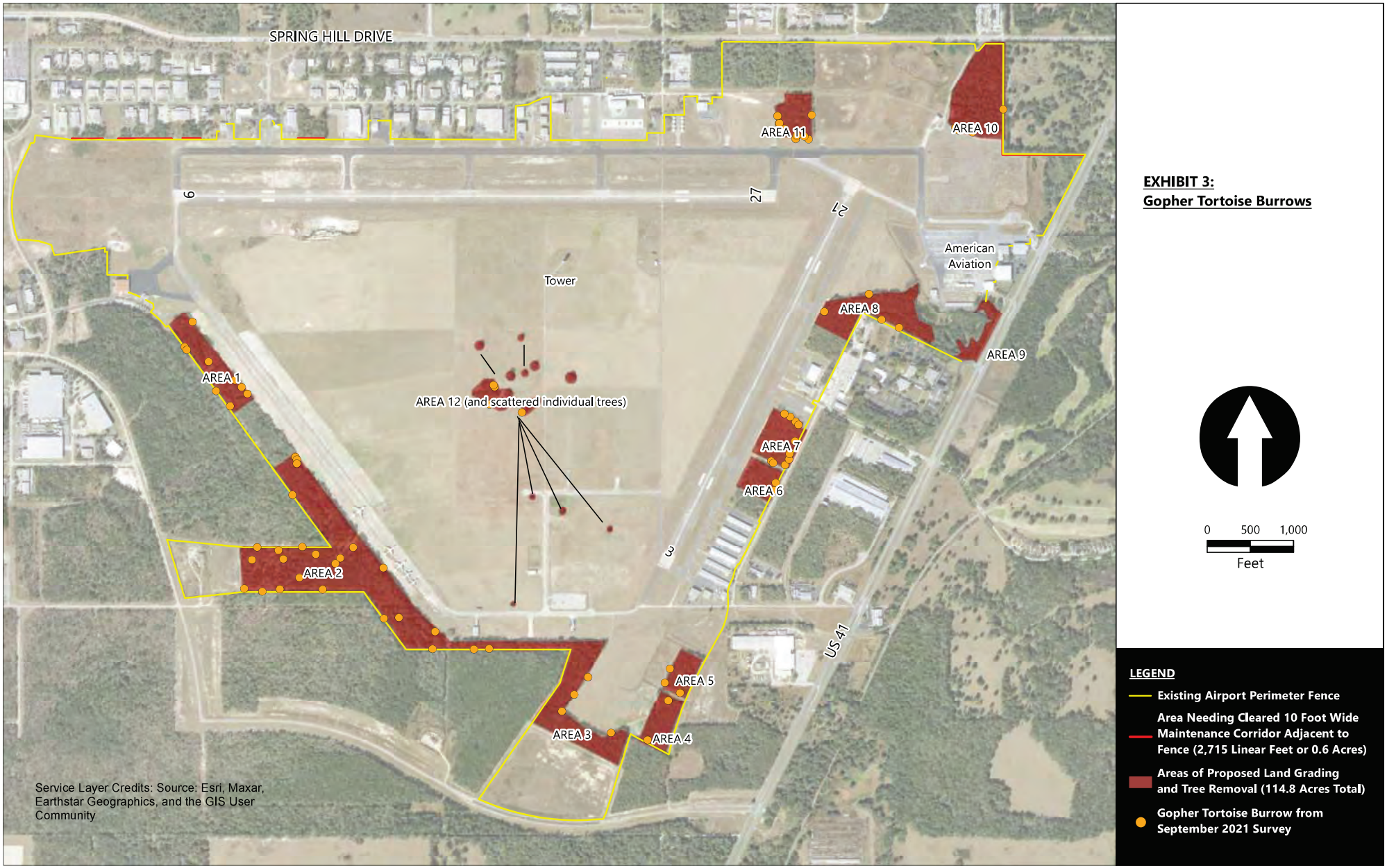
The proposed undertaking does fall within the STOF Area of Interest. We have reviewed the documents that you provided and completed our assessment pursuant to Section 106 of the National Historic Preservation Act (16 USC 470) as amended and it's implementing regulations (36 CFR 800). We have no objections or other comments at this time.

We appreciate your assistance in protecting and preserving cultural resources important to the Seminole Tribe of Florida. Please contact us if any archaeological, historical, or burial resources are inadvertently discovered during project implementation, and feel free to contact us with any questions or concerns.

Respectfully,

Bradley M. Mueller

Bradley M. Mueller, MA, Compliance Review Specialist
STOF-HERO-THPO, Compliance Review Section
30290 Josie Billie Hwy, PMB 1004
Clewiston, FL 33440
Email: THPOCompliance@semtribe.com


SPRING HILL DRIVE
AREA 11
AREA 10
9
27
27
American Aviation
Tower
AREA 8
AREA 9
AREA 1
AREA 12 (and scattered individual trees)
AREA 7
AREA 6
3
AREA 2
US 41
AREA 5
AREA 3
AREA 4
Service Layer Credits: Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community
EXHIBIT 3:
Gopher Tortoise Burrows
0 500 1,000
Feet
LEGEND
Existing Airport Perimeter Fence
Area Needing Cleared 10 Foot Wide Maintenance Corridor Adjacent to Fence (2,715 Linear Feet or 0.6 Acres)
Areas of Proposed Land Grading and Tree Removal (114.8 Acres Total)
Gopher Tortoise Burrow from September 2021 Survey

IPaC resource list

This report is an automatically generated list of species and other resources such as critical habitat (collectively referred to as *trust resources*) under the U.S. Fish and Wildlife Service's (USFWS) jurisdiction that are known or expected to be on or near the project area referenced below. The list may also include trust resources that occur outside of the project area, but that could potentially be directly or indirectly affected by activities in the project area. However, determining the likelihood and extent of effects a project may have on trust resources typically requires gathering additional site-specific (e.g., vegetation/species surveys) and project-specific (e.g., magnitude and timing of proposed activities) information.

Below is a summary of the project information you provided and contact information for the USFWS office(s) with jurisdiction in the defined project area. Please read the introduction to each section that follows (Endangered Species, Migratory Birds, USFWS Facilities, and NWI Wetlands) for additional information applicable to the trust resources addressed in that section.

NOT FOR CONSULTATION

Location

Hernando County, Florida

Local office

North Florida Ecological Services Field Office

(904) 731-3336
(904) 731-3045

7915 Baymeadows Way, Suite 200
Jacksonville, FL 32256-7517

Endangered species

This resource list is for informational purposes only and does not constitute an analysis of project level impacts.

The primary information used to generate this list is the known or expected range of each species. Additional areas of influence (AOI) for species are also considered. An AOI includes areas outside of the species range if the species could be indirectly affected by activities in that area (e.g., placing a dam upstream of a fish population even if that fish does not occur at the dam site, may indirectly impact the species by reducing or eliminating water flow downstream). Because species can move, and site conditions can change, the species on this list are not guaranteed to be found on or near the project area. To fully determine any potential effects to species, additional site-specific and project-specific information is often required.

Section 7 of the Endangered Species Act **requires** Federal agencies to "request of the Secretary information whether any species which is listed or proposed to be listed may be present in the area of such proposed action" for any project that is conducted, permitted, funded, or licensed by any Federal agency. A letter from the local office and a species list which fulfills this requirement can **only** be obtained by requesting an official species list from either the Regulatory Review section in IPaC (see directions below) or from the local field office directly.

For project evaluations that require USFWS concurrence/review, please return to the IPaC website and request an official species list by doing the following:

1. Draw the project location and click CONTINUE.
2. Click DEFINE PROJECT.
3. Log in (if directed to do so).
4. Provide a name and description for your project.
5. Click REQUEST SPECIES LIST.

Listed species[1] and their critical habitats are managed by the Ecological Services Program of the U.S. Fish and Wildlife Service (USFWS) and the fisheries division of the National Oceanic and Atmospheric Administration (NOAA Fisheries[2]).

Species and critical habitats under the sole responsibility of NOAA Fisheries are **not** shown on this list. Please contact NOAA Fisheries for species under their jurisdiction.

---

1. Species listed under the Endangered Species Act are threatened or endangered; IPaC also shows species that are candidates, or proposed, for listing. See the listing status page for more information. IPaC only shows species that are regulated by USFWS (see FAQ).
2. NOAA Fisheries, also known as the National Marine Fisheries Service (NMFS), is an office of the National Oceanic and Atmospheric Administration within the Department of Commerce.

The following species are potentially affected by activities in this location:

Birds

NAME	STATUS
Eastern Black Rail *Laterallus jamaicensis ssp. jamaicensis* Wherever found No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/10477	Threatened
Wood Stork *Mycteria americana* No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/8477	Threatened

Reptiles

NAME	STATUS
Eastern Indigo Snake *Drymarchon corais couperi* Wherever found No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/646	Threatened
Gopher Tortoise *Gopherus polyphemus* No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/6994	Candidate
Loggerhead Sea Turtle *Caretta caretta* There is final critical habitat for this species. The location of the critical habitat is not available. https://ecos.fws.gov/ecp/species/1110	Threatened

Insects

NAME	STATUS
Monarch Butterfly *Danaus plexippus* Wherever found No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/9743	Candidate

Flowering Plants

NAME	STATUS
Brooksville Bellflower *Campanula robinsiae* Wherever found No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/5809	Endangered

NOT FOR CONSULTATION

Cooley's Water-willow *Justicia cooleyi* Endangered

Wherever found

No critical habitat has been designated for this species.
https://ecos.fws.gov/ecp/species/4653

Critical habitats

Potential effects to critical habitat(s) in this location must be analyzed along with the endangered species themselves.

THERE ARE NO CRITICAL HABITATS AT THIS LOCATION.

Migratory birds

Certain birds are protected under the Migratory Bird Treaty Act[1] and the Bald and Golden Eagle Protection Act[2].

Any person or organization who plans or conducts activities that may result in impacts to migratory birds, eagles, and their habitats should follow appropriate regulations and consider implementing appropriate conservation measures, as described below.

1. The Migratory Birds Treaty Act of 1918.
2. The Bald and Golden Eagle Protection Act of 1940.

Additional information can be found using the following links:

- Birds of Conservation Concern http://www.fws.gov/birds/management/managed-species/birds-of-conservation-concern.php
- Measures for avoiding and minimizing impacts to birds http://www.fws.gov/birds/management/project-assessment-tools-and-guidance/conservation-measures.php
- Nationwide conservation measures for birds http://www.fws.gov/migratorybirds/pdf/management/nationwidestandardconservationmeasures.pdf

The birds listed below are birds of particular concern either because they occur on the USFWS Birds of Conservation Concern (BCC) list or warrant special attention in your project location. To learn more about the levels of concern for birds on your list and how this list is generated, see the FAQ below. This is not a list of every bird you may find in this location, nor a guarantee that every bird on this list will be found in your project area. To see exact locations of where birders and the general public have sighted birds in and around your project area, visit the E-bird data mapping tool (Tip: enter your location, desired date range and a species on your list). For projects that occur off the Atlantic Coast, additional maps and models detailing the relative occurrence and abundance of bird

NOT FOR CONSULTATION

species on your list are available. Links to additional information about Atlantic Coast birds, and other important information about your migratory bird list, including how to properly interpret and use your migratory bird report, can be found below.

For guidance on when to schedule activities or implement avoidance and minimization measures to reduce impacts to migratory birds on your list, click on the PROBABILITY OF PRESENCE SUMMARY at the top of your list to see when these birds are most likely to be present and breeding in your project area.

NAME	BREEDING SEASON (IF A BREEDING SEASON IS INDICATED FOR A BIRD ON YOUR LIST, THE BIRD MAY BREED IN YOUR PROJECT AREA SOMETIME WITHIN THE TIMEFRAME SPECIFIED, WHICH IS A VERY LIBERAL ESTIMATE OF THE DATES INSIDE WHICH THE BIRD BREEDS ACROSS ITS ENTIRE RANGE. "BREEDS ELSEWHERE" INDICATES THAT THE BIRD DOES NOT LIKELY BREED IN YOUR PROJECT AREA.)
American Kestrel *Falco sparverius paulus* This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA https://ecos.fws.gov/ecp/species/9587	Breeds Apr 1 to Aug 31
Bald Eagle *Haliaeetus leucocephalus* This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities. https://ecos.fws.gov/ecp/species/1626	Breeds Sep 1 to Jul 31
Great Blue Heron *Ardea herodias occidentalis* This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA	Breeds Jan 1 to Dec 31
Lesser Yellowlegs *Tringa flavipes* This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9679	Breeds elsewhere
Prairie Warbler *Dendroica discolor* This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.	Breeds May 1 to Jul 31

NOT FOR CONSULTATION

Red-headed Woodpecker Melanerpes erythrocephalus This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.	Breeds May 10 to Sep 10
Short-billed Dowitcher Limnodromus griseus This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9480	Breeds elsewhere
Swallow-tailed Kite Elanoides forficatus This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/8938	Breeds Mar 10 to Jun 30

Probability of Presence Summary

The graphs below provide our best understanding of when birds of concern are most likely to be present in your project area. This information can be used to tailor and schedule your project activities to avoid or minimize impacts to birds. Please make sure you read and understand the FAQ "Proper Interpretation and Use of Your Migratory Bird Report" before using or attempting to interpret this report.

Probability of Presence ( )

Each green bar represents the bird's relative probability of presence in the 10km grid cell(s) your project overlaps during a particular week of the year. (A year is represented as 12 4-week months.) A taller bar indicates a higher probability of species presence. The survey effort (see below) can be used to establish a level of confidence in the presence score. One can have higher confidence in the presence score if the corresponding survey effort is also high.

How is the probability of presence score calculated? The calculation is done in three steps:

1. The probability of presence for each week is calculated as the number of survey events in the week where the species was detected divided by the total number of survey events for that week. For example, if in week 12 there were 20 survey events and the Spotted Towhee was found in 5 of them, the probability of presence of the Spotted Towhee in week 12 is 0.25.
2. To properly present the pattern of presence across the year, the relative probability of presence is calculated. This is the probability of presence divided by the maximum probability of presence across all weeks. For example, imagine the probability of presence in week 20 for the Spotted Towhee is 0.05, and that the probability of presence at week 12 (0.25) is the maximum of any week of the year. The relative probability of presence on week 12 is 0.25/0.25 = 1; at week 20 it is 0.05/0.25 = 0.2.
3. The relative probability of presence calculated in the previous step undergoes a statistical conversion so that all possible values fall between 0 and 10, inclusive. This is the probability of presence score.

To see a bar's probability of presence score, simply hover your mouse cursor over the bar.

NOT FOR CONSULTATION

Breeding Season (■)
Yellow bars denote a very liberal estimate of the time-frame inside which the bird breeds across its entire range. If there are no yellow bars shown for a bird, it does not breed in your project area.

Survey Effort (|)
Vertical black lines superimposed on probability of presence bars indicate the number of surveys performed for that species in the 10km grid cell(s) your project area overlaps. The number of surveys is expressed as a range, for example, 33 to 64 surveys.

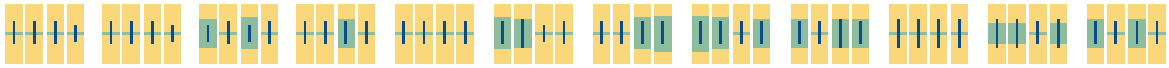
To see a bar's survey effort range, simply hover your mouse cursor over the bar.

No Data (–)
A week is marked as having no data if there were no survey events for that week.

Survey Timeframe
Surveys from only the last 10 years are used in order to ensure delivery of currently relevant information. The exception to this is areas off the Atlantic coast, where bird returns are based on all years of available data, since data in these areas is currently much more sparse.

NOT FOR CONSULTATION

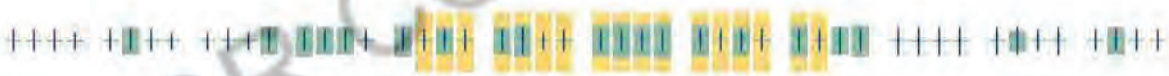
Great Blue Heron BCC - BCR (This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA)



Lesser Yellowlegs BCC Rangewide (CON) (This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.)

Prairie Warbler BCC Rangewide (CON) (This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.)

Red-headed Woodpecker BCC Rangewide (CON) (This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.)



Short-billed Dowitcher BCC Rangewide (CON) (This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.)

NOT FOR CONSULTATION

Swallow-tailed Kite BCC Rangewide (CON) (This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.)

Tell me more about conservation measures I can implement to avoid or minimize impacts to migratory birds.

Nationwide Conservation Measures describes measures that can help avoid and minimize impacts to all birds at any location year round. Implementation of these measures is particularly important when birds are most likely to occur in the project area. When birds may be breeding in the area, identifying the locations of any active nests and avoiding their destruction is a very helpful impact minimization measure. To see when birds are most likely to occur and be breeding in your project area, view the Probability of Presence Summary. Additional measures or permits may be advisable depending on the type of activity you are conducting and the type of infrastructure or bird species present on your project site.

What does IPaC use to generate the migratory birds potentially occurring in my specified location?

The Migratory Bird Resource List is comprised of USFWS Birds of Conservation Concern (BCC) and other species that may warrant special attention in your project location.

The migratory bird list generated for your project is derived from data provided by the Avian Knowledge Network (AKN). The AKN data is based on a growing collection of survey, banding, and citizen science datasets and is queried and filtered to return a list of those birds reported as occurring in the 10km grid cell(s) which your project intersects, and that have been identified as warranting special attention because they are a BCC species in that area, an eagle (Eagle Act requirements may apply), or a species that has a particular vulnerability to offshore activities or development.

Again, the Migratory Bird Resource list includes only a subset of birds that may occur in your project area. It is not representative of all birds that may occur in your project area. To get a list of all birds potentially present in your project area, please visit the AKN Phenology Tool.

What does IPaC use to generate the probability of presence graphs for the migratory birds potentially occurring in my specified location?

The probability of presence graphs associated with your migratory bird list are based on data provided by the Avian Knowledge Network (AKN). This data is derived from a growing collection of survey, banding, and citizen science datasets .

Probability of presence data is continuously being updated as new and better information becomes available. To learn more about how the probability of presence graphs are produced and how to interpret them, go the Probability of Presence Summary and then click on the "Tell me about these graphs" link.

How do I know if a bird is breeding, wintering, migrating or present year-round in my project area?

To see what part of a particular bird's range your project area falls within (i.e. breeding, wintering, migrating or year-round), you may refer to the following resources: The Cornell Lab of Ornithology All About Birds Bird Guide, or (if you are unsuccessful in locating the bird of interest there), the Cornell Lab of Ornithology Neotropical Birds

NOT FOR CONSULTATION

guide. If a bird on your migratory bird species list has a breeding season associated with it, if that bird does occur in your project area, there may be nests present at some point within the timeframe specified. If "Breeds elsewhere" is indicated, then the bird likely does not breed in your project area.

What are the levels of concern for migratory birds?

Migratory birds delivered through IPaC fall into the following distinct categories of concern:

1. "BCC Rangewide" birds are Birds of Conservation Concern (BCC) that are of concern throughout their range anywhere within the USA (including Hawaii, the Pacific Islands, Puerto Rico, and the Virgin Islands);
2. "BCC - BCR" birds are BCCs that are of concern only in particular Bird Conservation Regions (BCRs) in the continental USA; and
3. "Non-BCC - Vulnerable" birds are not BCC species in your project area, but appear on your list either because of the Eagle Act requirements (for eagles) or (for non-eagles) potential susceptibilities in offshore areas from certain types of development or activities (e.g. offshore energy development or longline fishing).

Although it is important to try to avoid and minimize impacts to all birds, efforts should be made, in particular, to avoid and minimize impacts to the birds on this list, especially eagles and BCC species of rangewide concern. For more information on conservation measures you can implement to help avoid and minimize migratory bird impacts and requirements for eagles, please see the FAQs for these topics.

Details about birds that are potentially affected by offshore projects

For additional details about the relative occurrence and abundance of both individual bird species and groups of bird species within your project area off the Atlantic Coast, please visit the Northeast Ocean Data Portal. The Portal also offers data and information about other taxa besides birds that may be helpful to you in your project review. Alternately, you may download the bird model results files underlying the portal maps through the NOAA NCCOS Integrative Statistical Modeling and Predictive Mapping of Marine Bird Distributions and Abundance on the Atlantic Outer Continental Shelf project webpage.

Bird tracking data can also provide additional details about occurrence and habitat use throughout the year, including migration. Models relying on survey data may not include this information. For additional information on marine bird tracking data, see the Diving Bird Study and the nanotag studies or contact Caleb Spiegel or Pam Loring.

What if I have eagles on my list?

If your project has the potential to disturb or kill eagles, you may need to obtain a permit to avoid violating the Eagle Act should such impacts occur.

Proper Interpretation and Use of Your Migratory Bird Report

The migratory bird list generated is not a list of all birds in your project area, only a subset of birds of priority concern. To learn more about how your list is generated, and see options for identifying what other birds may be in your project area, please see the FAQ "What does IPaC use to generate the migratory birds potentially occurring in my specified location". Please be aware this report provides the "probability of presence" of birds within the 10 km grid cell(s) that overlap your project; not your exact project footprint. On the graphs provided, please also look carefully at the survey effort (indicated by the black vertical bar) and for the existence of the "no data" indicator (a red horizontal bar). A high survey effort is the key component. If the survey effort is high, then the probability of presence score can be viewed as more dependable. In contrast, a low survey effort bar or no data bar means a lack of data and, therefore, a lack of certainty about presence of the species. This list is not perfect; it is simply a starting point for identifying what birds of concern have the potential to be in your project area, when they might be there, and if they might be breeding (which means nests might be present). The list helps you know what to look for to confirm presence, and helps guide you in knowing when to implement conservation measures to avoid

NOT FOR CONSULTATION

or minimize potential impacts from your project activities, should presence be confirmed. To learn more about conservation measures, visit the FAQ "Tell me about conservation measures I can implement to avoid or minimize impacts to migratory birds" at the bottom of your migratory bird trust resources page.

Facilities

National Wildlife Refuge lands

Any activity proposed on lands managed by the National Wildlife Refuge system must undergo a 'Compatibility Determination' conducted by the Refuge. Please contact the individual Refuges to discuss any questions or concerns.

THERE ARE NO REFUGE LANDS AT THIS LOCATION.

Fish hatcheries

THERE ARE NO FISH HATCHERIES AT THIS LOCATION.

Wetlands in the National Wetlands Inventory

Impacts to NWI wetlands and other aquatic habitats may be subject to regulation under Section 404 of the Clean Water Act, or other State/Federal statutes.

For more information please contact the Regulatory Program of the local U.S. Army Corps of Engineers District.

WETLAND INFORMATION IS NOT AVAILABLE AT THIS TIME

This can happen when the National Wetlands Inventory (NWI) map service is unavailable, or for very large projects that intersect many wetland areas. Try again, or visit the NWI map to view wetlands at this location.

NOT FOR CONSULTATION

Data limitations

The Service's objective of mapping wetlands and deepwater habitats is to produce reconnaissance level information on the location, type and size of these resources. The maps are prepared from the analysis of high altitude imagery. Wetlands are identified based on vegetation, visible hydrology and geography. A margin of error is inherent in the use of imagery; thus, detailed on-the-ground inspection of any particular site may result in revision of the wetland boundaries or classification established through image analysis.

The accuracy of image interpretation depends on the quality of the imagery, the experience of the image analysts, the amount and quality of the collateral data and the amount of ground truth verification work conducted. Metadata should be consulted to determine the date of the source imagery used and any mapping problems.

Wetlands or other mapped features may have changed since the date of the imagery or field work. There may be occasional differences in polygon boundaries or classifications between the information depicted on the map and the actual conditions on site.

Data exclusions

Certain wetland habitats are excluded from the National mapping program because of the limitations of aerial imagery as the primary data source used to detect wetlands. These habitats include seagrasses or submerged aquatic vegetation that are found in the intertidal and subtidal zones of estuaries and nearshore coastal waters. Some deepwater reef communities (coral or tuberficid worm reefs) have also been excluded from the inventory. These habitats, because of their depth, go undetected by aerial imagery.

Data precautions

Federal, state, and local regulatory agencies with jurisdiction over wetlands may define and describe wetlands in a different manner than that used in this inventory. There is no attempt, in either the design or products of this inventory, to define the limits of proprietary jurisdiction of any Federal, state, or local government or to establish the geographical scope of the regulatory programs of government agencies. Persons intending to engage in activities involving modifications within or adjacent to wetland areas should seek the advice of appropriate federal, state, or local agencies concerning specified agency regulatory programs and proprietary jurisdictions that may affect such activities.

NOT FOR CONSULTATION

Service Layer Credits: Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

EXHIBIT 5:
FEMA-Designated 100-Year Floodplains

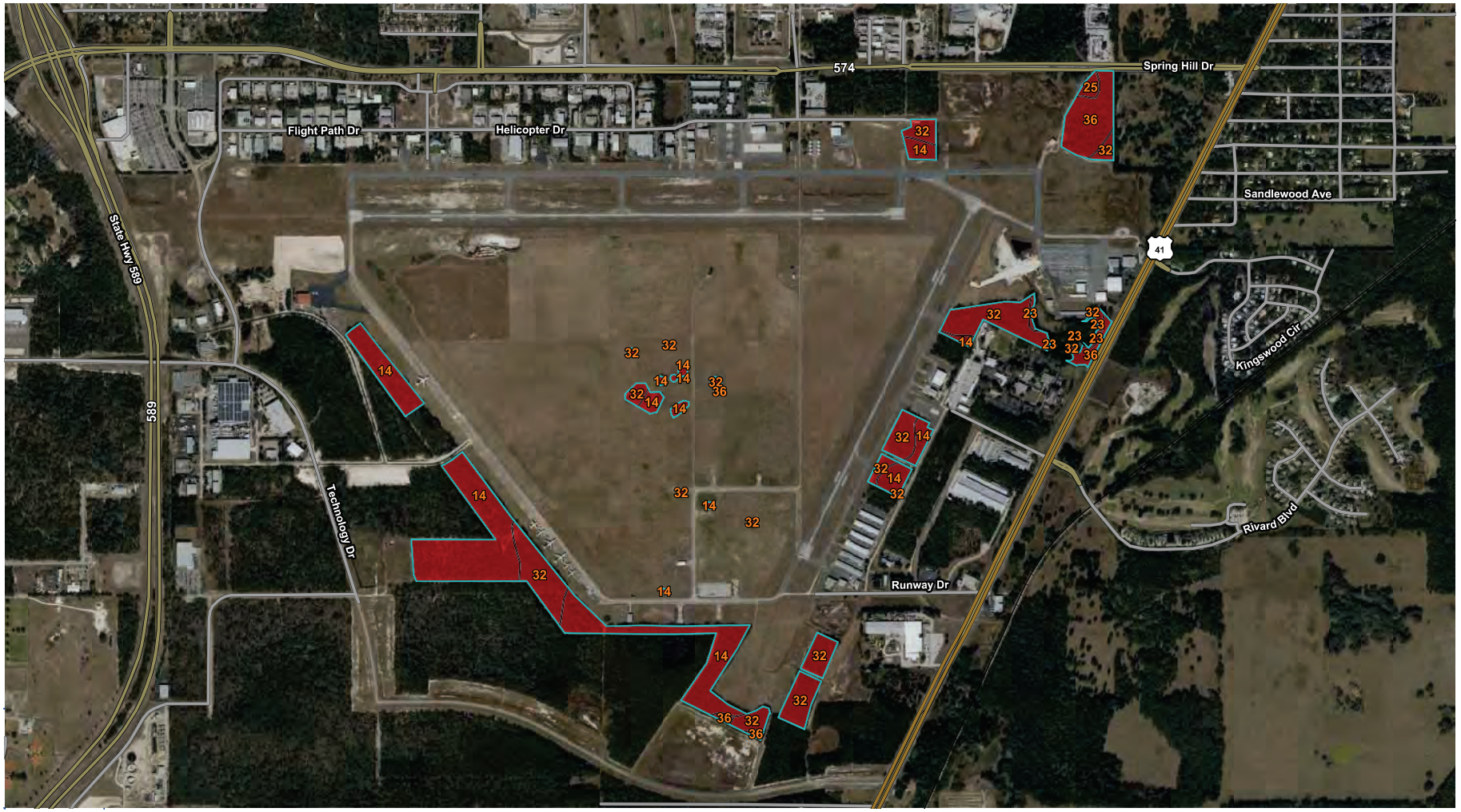
0 500 1,000
Feet

LEGEND

- Existing Airport Perimeter Fence
- Area Needing Cleared 10 Foot Wide Maintenance Corridor Adjacent to Fence (2,715 Linear Feet or 0.6 Acres)
- Areas of Proposed Land Grading and Tree Removal (114.8 Acres Total)
- 100 Year Floodplains (1% Annual Chance Flood Hazard)
- 500 Year Floodplains (0.2% Annual Chance Flood Hazard)

Source: FEMA National Flood Hazard Layer 2022

EXHIBIT 6: Farmland Classification—
Hernando County, Florida
(Land Grading and Tree Removal)



Farmland Classification

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
14	Candler fine sand, 0 to 5 percent slopes	Not prime farmland	59.3	51.7%
23	Floridana fine sand, frequently ponded, 0 to 1 percent slopes	Not prime farmland	1.4	1.2%
25	Floridana variant loamy fine sand	Not prime farmland	1.3	1.2%
32	Masaryk very fine sand, 0 to 5 percent slopes	Not prime farmland	39.1	34.1%
36	Nobleton fine sand, 0 to 5 percent slopes	Not prime farmland	13.5	11.8%
99	Water	Not prime farmland	0.0	0.0%
Totals for Area of Interest			**114.6**	**100.0%**

Description

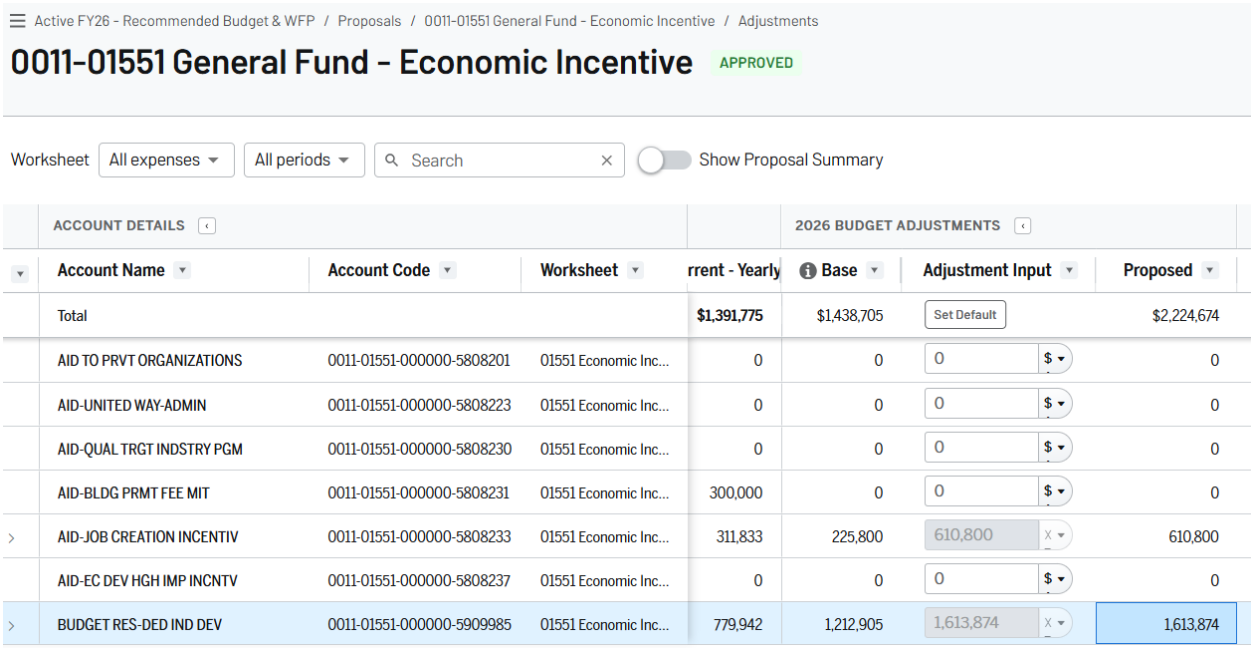
Farmland classification identifies map units as prime farmland, farmland of statewide importance, farmland of local importance, or unique farmland. It identifies the location and extent of the soils that are best suited to food, feed, fiber, forage, and oilseed crops. NRCS policy and procedures on prime and unique farmlands are published in the "Federal Register," Vol. 43, No. 21, January 31, 1978.

Rating Options

Aggregation Method: No Aggregation Necessary

Tie-break Rule: Lower

FY26 Budget Support for LS 16270



Active FY26 - Recommended Budget & WFP / Proposals / 0011-01551 General Fund - Economic Incentive / Adjustments

0011-01551 General Fund - Economic Incentive APPROVED

Worksheet | All expenses | All periods | Search | Show Proposal Summary

ACCOUNT DETAILS					2026 BUDGET ADJUSTMENTS	
Account Name	Account Code	Worksheet	rrent - Yearly	Base	Adjustment Input	Proposed
Total			$1,391,775	$1,438,705	Set Default	$2,224,674
AID TO PRVT ORGANIZATIONS	0011-01551-000000-5808201	01551 Economic Inc...	0	0	0 $	0
AID-UNITED WAY-ADMIN	0011-01551-000000-5808223	01551 Economic Inc...	0	0	0 $	0
AID-QUAL TRGT INDSTRY PGM	0011-01551-000000-5808230	01551 Economic Inc...	0	0	0 $	0
AID-BLDG PRMT FEE MIT	0011-01551-000000-5808231	01551 Economic Inc...	300,000	0	0 $	0
AID-JOB CREATION INCENTIV	0011-01551-000000-5808233	01551 Economic Inc...	311,833	225,800	610,800	610,800
AID-EC DEV HGH IMP INCNTV	0011-01551-000000-5808237	01551 Economic Inc...	0	0	0 $	0
BUDGET RES-DED IND DEV	0011-01551-000000-5909985	01551 Economic Inc...	779,942	1,212,905	1,613,874	1,613,874

HERNANDO CO BOARD OF CO COMMISSIONERS
EXPENDITURE STATUS REPORT

SELECTION CRITERIA: expledgr.key_orgn='34299'
ACCOUNTING PERIOD: 11/25

SORTED BY: FUND,DEPARTMENT,1ST SUBTOTAL,ACCOUNT
TOTALED ON: FUND,DEPARTMENT,1ST SUBTOTAL
PAGE BREAKS ON: FUND,DEPARTMENT

FUND-4311 AIRPORT/INDUSTRIAL PARK
DEPARTMENT-34299 AP-RUNWAY CONVERSATION
1ST SUBTOTAL-560 * CAPITAL OUTLAY

ACCOUNT	- - - - - TITLE - - - - -	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/ BUD
5666537	CIP-AP DSGN/CNSTR TXWYS	1,998,830.00	.00	53,485.28	107,443.72	1,837,901.00	8.05
	TOTAL * CAPITAL OUTLAY	1,998,830.00	.00	53,485.28	107,443.72	1,837,901.00	8.05
	TOTAL AP-RUNWAY CONVERSATION	1,998,830.00	.00	53,485.28	107,443.72	1,837,901.00	8.05
	TOTAL AIRPORT/INDUSTRIAL PARK	1,998,830.00	.00	53,485.28	107,443.72	1,837,901.00	8.05
TOTAL REPORT		1,998,830.00	.00	53,485.28	107,443.72	1,837,901.00	8.05

BOARD OF COUNTY COMMISSIONERS

15470 FLIGHT PATH DRIVE • BROOKSVILLE, FLORIDA 34604
P 352.754.4002 • F 352.754.4477 • W www.HernandoCounty.us

U.S. Economic Development Administration
1401 Constitution Avenue NW, Suite 71014
Washington, DC 20230

Acting Assistant Secretary Page:
RE: EDA-APP# 00014054

This letter serves as formal confirmation that matching share funds in the amount of $3,400,000 are committed to the Brooksville – Tampa Bay Regional Airport Critical Infrastructure Construction Project. These funds will be available as needed and are not encumbered in any way that would prevent them from being used to pay project expenses.

Funding is available in the amount of $1,600,000 from Board of County Commissioner Funds and remain available for the duration of the project. The remainder of the match, $1,800,000 from the FY 24 State of Florida Department of Transportation Aviation Grant Program

It is the intention of the Hernando County Board of County Commissioners to continue to seek state grant funding to offset the matching funds when available and appropriate.

Thank you,

Brian Hawkins, Chairman
Hernando County Board of County Commissioners

Board of County Commissioners

AGENDA ITEM

Meeting: 09/09/2025
Department: Public Information
Prepared By: Dominique Holmes
Initiator: Dominique Holmes
DOC ID: 16298
Legal Request Number:
Bid/Contract Number:

TITLE
Legislative Priorities Requests for 2025-26 State Legislative Agenda and Proposed Policy Submissions for Florida Association of Counties

BRIEF OVERVIEW
Attached for the Board's consideration and approval is Hernando County's Legislative Priorities for the 2026-27 State Legislative Agenda. The proposed projects will be reviewed at the meeting. An overview of the Florida Association of Counties (FAC) Policy Proposal Submissions.

FINANCIAL IMPACT
There is no financial impact to the Board at this time; however, should the projects meet House and Senate approval, matching contributions of 10% - 20% funding by the County may be required, dependent on the project.

LEGAL NOTE
The Board has the authority to take action on this matter pursuant to Chapter 125, Florida Statutes.

RECOMMENDATION
It is recommended the Board review, provide comment, and approve the attached Hernando County Legislative Priorities, and authorize staff to submit applications for State appropriation funding through the Florida House and Senate for the approved projects.

REVIEW PROCESS

Pamela Hare	Approved	09/04/2025 8:55 AM
Heidi Prouse	Approved	09/04/2025 9:53 AM
Toni Brady	Escalated	09/04/2025 10:59 AM
Jeffrey Rogers	Approved	09/04/2025 11:39 AM
Colleen Conko	Approved	09/04/2025 11:49 AM

Legislative Issue FY 26/27
Fire Station Along Atlanta Ave. and US 19

Funding Request: $8 million
County Match: $3 million

Action

Hernando County seeks legislative appropriation to fund the development of a new fire station, estimated at $8 million, covering both engineering and construction costs. The proposed station will be located along Atlanta Ave. and US 19 just south of Weeki Wachee High School. This funding will allow the County to build a fully equipped facility to enhance fire and emergency medical services in a rapidly growing area.

Background

Current emergency call data clearly indicates an increasing demand for fire and EMS services in the southeastern portion of the County, specifically near Weeki Wachee. The area is experiencing population growth and development, which places added strain on existing stations. Based on service projections and response time analysis, this location has been identified as the next critical site for expansion.

State Interest

Supporting this appropriation promotes public safety and emergency readiness, aligning with the State's interest in ensuring timely and effective emergency response across all communities. A new fire station in this underserved area enhances statewide disaster preparedness, reduces response times, and supports the health and safety of both residents and visitors—core priorities in Florida's emergency management and public health strategies.

Legislative Issue FY 26/27
Public Safety Training Center

Funding Request: $7,100,000
County Match: $1,010,000

Action

Phase 1 Development
The proposed Public Safety Training Complex will be developed in phases, with the first phase including essential infrastructure and facilities. The total estimated cost for Phase 1 is $8,110,000. Below is the breakdown of the costs involved:

Site Design/Studies: $175,000
Site Roads & Retention: $2,100,000
Water Infrastructure: $750,000
Fire Tower: $1,500,000
Shooting Ranges: $965,000
Driving Pad (Asphalt): $2,160,000
Concrete Estimate: $3,240,000
Pavilion: $75,000
Septic: $15,000
Restrooms: $150,000
Electrical Service Main: $135,000
Technology Infrastructure: $85,000

Total Phase 1: $8,110,000

Background

The Hernando County Public Safety Departments—including Sheriff's Office, Fire Rescue, and Emergency Medical Services (EMS)—currently lack the necessary training facilities within the county. As a result, they must travel outside the county to access training, which results in several challenges:

Availability: Travel distances make it difficult for personnel to attend training while ensuring that they remain available to respond to emergencies in Hernando County.
Scheduling Challenges: Coordinating schedules across multiple departments and agencies for external training facilities is complex and inefficient.
Inadequate Facilities: Local candidates and staff lack appropriate training environments, which hinders the development of skills necessary for effective response to emergencies.
The need for an in-county Public Safety Training Center has been recognized since 2012, and Hernando County now has 60 acres of land designated for this purpose.

State Interest

The proposed Public Safety Training Center will not only serve Hernando County but will also provide significant regional and state-level benefits:

- **Statewide Impact**: With the ongoing shortage of firefighters and law enforcement officers across Florida, this facility will provide training for local, regional, and state public safety personnel.
- **Certification and Continuing Education**: The facility will offer certification and ongoing education programs to ensure public safety professionals maintain up-to-date skills to effectively manage emergencies, including hurricanes and other disasters.
- **Emergency Response**: The ability to train locally will increase the efficiency and availability of first responders in times of emergency, reducing response time and improving overall effectiveness during hurricanes and other critical situations.

This facility is essential for addressing the increasing demands on public safety services and will directly support the safety of Hernando County residents while contributing to broader state needs for properly trained first responders.

Conclusion

Hernando County urgently needs this Public Safety Training Complex to ensure that law enforcement, fire, and EMS personnel are adequately trained to protect the community, especially in the face of frequent natural disasters such as hurricanes. The proposed training center will greatly improve local and regional emergency response capabilities and provide long-term benefits to both the county and the state of Florida.

Legislative Issue FY 26/27
Waterways/Multi-Agency Building

Funding Request: $3,500,000
County Match: $725,123.50

Action

Hernando County Waterways Division seeks to construct a facility which will fulfill the operational needs of the Parks and Recreation Department's Waterways Division, Hernando County Sheriff's Office Marine Unit, and the Florida Fish and Wildlife Commission (FWC) marine officers and provide direct accessibility to waterways within Hernando County. The goals of the project are to serve as a home base for the Waterways Division, FWC and Sheriff's Office while allowing interagency cooperation and coordination for all issues/concerns on HC waterways. The proximity of the project location allows for quick access to Gulf waters and associated rivers and tributaries. The current facility required extensive damage assessment post natural disaster before staff could begin to address damage assessment of public waterways. This also delayed commercial activities (fishing, charters, etc.) dependent on water access in the area from resuming normal operations. This facility must consider the current and anticipated future needs and functions of the division. The property will be maintained by Hernando County following project completion, as is custom for all county owned properties.

Background

The Waterways Department is responsible for managing projects such as marine habitat enhancements, aquatic plant removal, and for providing safe, navigable waterways as well as maintaining the County's network of aids-to-navigation, docks, piers, lights, and buoys in a manner consistent with applicable State and Federal regulations.

The Waterways building received 2.5 feet of storm surge inside the building from Hurricane Idalia (2023). The water damage was extensive, however the County decided to repair the internal damage (drywall, electrical, flooring, furniture) to the building with the hope of utilizing it for a few more years. In 2024, Hurricane Helene's storm surge caused 5 feet of water inside the building along with structural damage (shifted cinder blocks and concrete spalling due to rusted rebar). The damage was too extensive to justify repairs, so the building was deemed condemned and is slated for demolition. The adjacent shed (concrete block) was also damaged due to storm surge which caused shifting of cinder blocks and exposure of rebar. This structure will also be demolished. The existing chain link fence around the facility was pushed over by storm surge and debris. The fence is showing rust from the saltwater inundation from numerous years of storm surge

The current Waterways building was built in 1960 and supports Hernando County Waterways division, Hernando County Sheriff's Office, and the Florida Fish and Wildlife Conservation Commission (FWC). The facility is considered a non-compliant structure for both Florida Building Code and the current floodplain elevations pursuant to the Flood Insurance Rate Maps. This project will entail the replacement of the non-compliant 1960's building by providing design and construction costs of a new elevated facility including improved storage yard for vessels, equipment, docks, slips, and materials. The completion of this project will assist in improvements for the jointly operated facility and enhance operations for Hernando County.

In March 2025, Hernando County Board of County Commissioners approved the purchase of the adjacent lot to allow for the proper expansion to account for current and future needs of the division in addition to our partners that are collocated at the site, Hernando County Sheriff's Office and Florida Fish and Wildlife (FWC). The proposed project includes the demolition of existing structures on both properties, the construction of a new Waterways facility to include an approximately 4,340 sq. ft. elevated office building, seawall addition, dock addition, and boat ramp renovation. All proper infrastructure will be added to the property as well as addressing the required drainage modification to allow for proper flow of stormwater on and through the site. The infrastructure required will include water, sewer, electric, network connection, and access to the Gulf of America. A new building will be designed above the base flood elevation allowing for adequate storage of vessels below and accommodating future expansion needs as they may arise well into the future. The project will address the existing docks and provide necessary improvements and upgrades. All maintenance and storage will be performed and provided at the ground floor level. An elevator or ADA compliant ramp will be included to meet accessibility requirements. Outdoor storage for boats and equipment will be incorporated under the elevated building and remaining site. Parking areas will be provided for staff, HC Sheriff, and FWC along with the occasional visitor. A portion of the site is currently fenced; however, it was damaged from the 2024 storms specifically and will require replacement to secure the site. The additional dock will allow for permanent location for the HC Sheriff's Fire Rescue boat which will allow enhanced response times for the public.

State Interest

Hernando County is a coastal community with rivers, tributaries, and canals that are directly connected to the Gulf of Mexico. As such, Hernando County has numerous aids to navigation, boat ramps, and waterbodies that require maintenance and enforcement to ensure public safety. Construction of a facility with direct connection to a main access channel that can be utilized by several agencies would provide several benefits to State waters such as increased response time to water emergencies, accessibility of boating equipment to assist with in-water rescues, safety zone for inclement weather, increased coordination of agencies, and swift repair of aids to navigation.

Legislative Issue
FY 26/27
Brooksville–Tampa Bay Regional Airport (BKV) Taxiway and Infrastructure Project Summary

Funding Request: $1 million
County Match: $600,000

Action

The Hernando County Board of County Commissioners (BOCC) proposes a transformative infrastructure project at the Brooksville–Tampa Bay Regional Airport (BKV) to rehabilitate an abandoned runway into a new taxiway and extend water and sewer utilities across the airport's infield. This initiative will unlock over 423 acres of aviation and industrial development space, significantly enhancing the airport's operational capacity and attractiveness to aerospace, aviation, and manufacturing industries. With confirmed private investment already committed and the potential for high-wage job creation, this project serves as a cornerstone for Hernando County's long-term economic development strategy. The County match serves either as the local contribution required for external grant applications or, if grant funding is not awarded, as foundational infrastructure investment to begin phased implementation of the project. Total project cost is $17 million, Hernando County is seeking $13.4 million in U.S. Economic Development Administration funding towards the project. The remainder is the required match.

Background

Brooksville–Tampa Bay Regional Airport (BKV) is a National Plan of Integrated Airport Systems (NPIAS)-designated General Aviation airport with a National Role and an essential asset for regional economic growth and resilience. Located in Hernando County, BKV spans 2,403 acres with approximately 1,000 acres available for development. It supports diverse operations including military aviation, corporate flights, air cargo, and flight training.

The proposed project will:

- Rehabilitate 4,480 feet of abandoned runway into a fully operational taxiway.
- Install water and sewer utilities across the airport's infield.
- Unlock **195 acres** for immediate aviation development and **228 acres** for industrial and non-aviation use.
- Enhance airfield safety, efficiency, and resilience.
- Enable long-term commercial growth and diversify the local economy.

Confirmed private investment includes:

- **Pem Air**: $65 million investment and 50 skilled jobs.
- **Judah1**: $5–8 million investment and 15–20 skilled positions.

Economic Impact Estimates (IMPLAN):

- **$154.6 million** in total economic output.
- **$83.2 million** in labor income.
- **$25.4 million** in new annual revenue potential.
- **$97.2 million** GDP contribution.

This project also supports Hernando County's partnerships with workforce training organizations and its goals for sustainable development.

State Interest

The BKV Taxiway and Utilities Project directly aligns with Florida's economic, workforce, and aerospace priorities and supports key provisions of **Senate Bill 1662**, recently signed by the Governor to modernize and grow Florida's aviation and logistics sectors.

Alignment with SB 1662 and Florida's Strategic Vision:

- **Aerospace and Manufacturing Support**: The project creates development-ready land ideal for aviation manufacturing, MRO (Maintenance, Repair, and Overhaul), and logistics operations, reinforcing Florida's leadership in aerospace infrastructure. This directly supports SB 1662's aim to expand aerospace-related real estate and protect space-designated territories.
- **Workforce Development and Research Integration**: BKV's collaboration with CareerSource Pasco Hernando and local educational institutions complements SB 1662's establishment of the Florida Transportation Research Institute. The project lays groundwork for integrating regional aviation businesses into statewide research and innovation ecosystems.
- **Advanced Air Mobility (AAM) Readiness**: By improving taxiway infrastructure and enabling new development, BKV is preparing for next-generation aviation technologies, including AAM operations and vertiport-related investments, in line with SB 1662's directive for Florida to become a national leader in AAM.
- **Disaster Resilience and Logistics Capability**: BKV has already served as a Duke Energy storm readiness site, and with infrastructure upgrades, it will further enhance Florida's disaster response capabilities. These improvements increase the airport's value as a multi-modal logistics hub that supports statewide emergency operations.
- **Statewide Economic Growth**: By enabling $73 million in confirmed private investment, hundreds of high-wage jobs, and increased industrial capacity, the project will amplify Florida's aviation economy while providing scalable benefits for the Tampa Bay region and beyond.

This project is a strategic opportunity to support Florida's aviation innovation, bolster its competitiveness in the global aerospace market, and advance the intent of SB 1662 across multiple dimensions.

Legislative Issue FY 26/27
Hermosa Lift Station Upgrade

Funding Request: $3,410,000
County Match: $850,000

Project Description:
The Hermosa Lift Station Upgrade Project involves the rehabilitation and modernization of a key wastewater lift station in Hernando Beach area. The lift station is a vital component of the Hernando County coastal community's wastewater transmission system, collecting flow from six upstream stations and conveying it to the Hernando County Airport Water Reclamation Facility (WRF) via the US19 Master Pump Station.

The Hermosa Lift Station receives wastewater from six upstream lift stations, including:

- Calienta Lift Station (HB-LS01) – 8-inch force main
- Companero Lift Station (HB-LS19) – 6-inch force main
- Gardenia Lift Station (HB-LS33) – 4-inch force main
- Amberjack Lift Station (HB-LS36)
- Bluefish Lift Station (HB-LS37)
- Sea Bass Lift Station (HB-LS38)

The three Hernando Beach South stations (Amberjack, Bluefish, and Sea Bass) combine at Bluefish Drive and Seabass Drive into a 6-inch force main, which runs east to Shoal Line Boulevard, then north to a collector manhole near Hermosa Boulevard. Flow enters the Hermosa Lift Station via gravity before being pumped out.

From the Hermosa Lift Station, effluent is discharged via a 10-inch PVC force main, transitions through a 12-inch HDPE segment, and eventually connects to a 16-inch force main at U.S. 19. This pipe network transports flow to the US19 Master Pump Station, which then routes flow to the Airport WRF.

The Hermosa Lift Station currently operates under fluctuating pressures and flow cycles from six upstream lift stations, placing stress on aging pumps and control systems. As the Hernando Beach area continues to grow, the existing infrastructure is not adequately equipped to manage increased flows. A recent engineering analysis concluded that the station must be upgraded to prevent sanitary sewer overflows, system backups, and potential public health hazards. Additionally, its electrical components are vulnerable to flooding and must be elevated to ensure resiliency.

Location: The Hermosa Lift Station is located at the intersection of Hermosa Boulevard and Shoal Line Boulevard in the coastal community of Hernando Beach.

Project Scope: The Hernando County Utilities Department commissioned a performance analysis of the Hermosa Lift Station. Findings indicate that the station's performance is highly dependent on discharge rates and pump cycling from upstream stations. With continued growth in Hernando Beach area, the analysis recommends pump upgrades at Hermosa Lift Station to accommodate future wastewater volumes.

Additionally, due to a FEMA-designated flood elevation of 12.0 feet, the new electrical control panels for the upgraded pumps should be installed above the floodplain for resilience. The detailed project scope is to:

- Upgrade existing pumps to meet future wastewater flow demands.
- Elevate and replace electrical control panels to above FEMA's 12.0-foot flood elevation.
- Improve reliability and capacity of the station to accommodate current and future development in Hernando Beach area.
- Replace aging infrastructure to prevent leaks and system failures.
- Ensure compatibility with downstream systems and optimize operational efficiency.

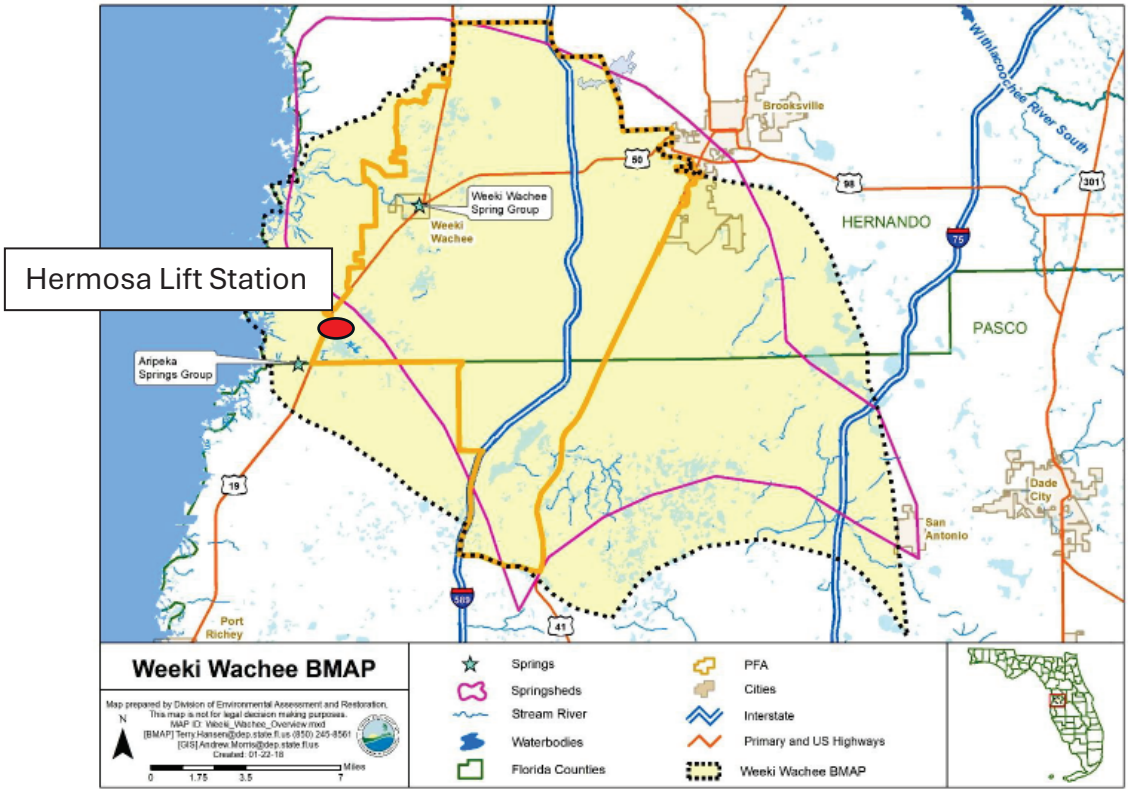
The design phase of this project is nearly complete, and construction funding has not yet been secured.

Environmental Benefit:

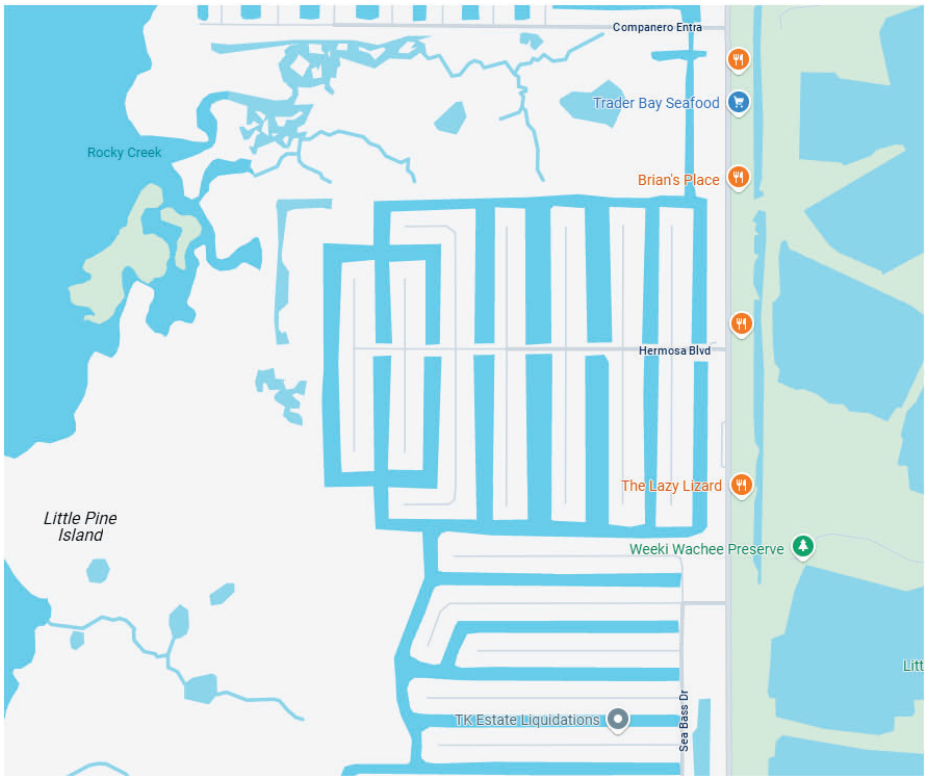
- Prevents sewage leaks and sanitary sewer overflows that could contaminate groundwater and surface water.
- Reduces nitrogen loading into the aquifer, helping protect the Weeki Wachee Springs, a sensitive and impaired waterbody.
- Enhances reclaimed water management and aquifer recharge capabilities.
- Supports water quality improvement and nutrient reduction goals under Florida's Basin Management Action Plan (BMAP).
- Promotes a more sustainable and climate-resilient wastewater infrastructure.

b. Attach maps showing system boundaries, existing and proposed service area, and project area.

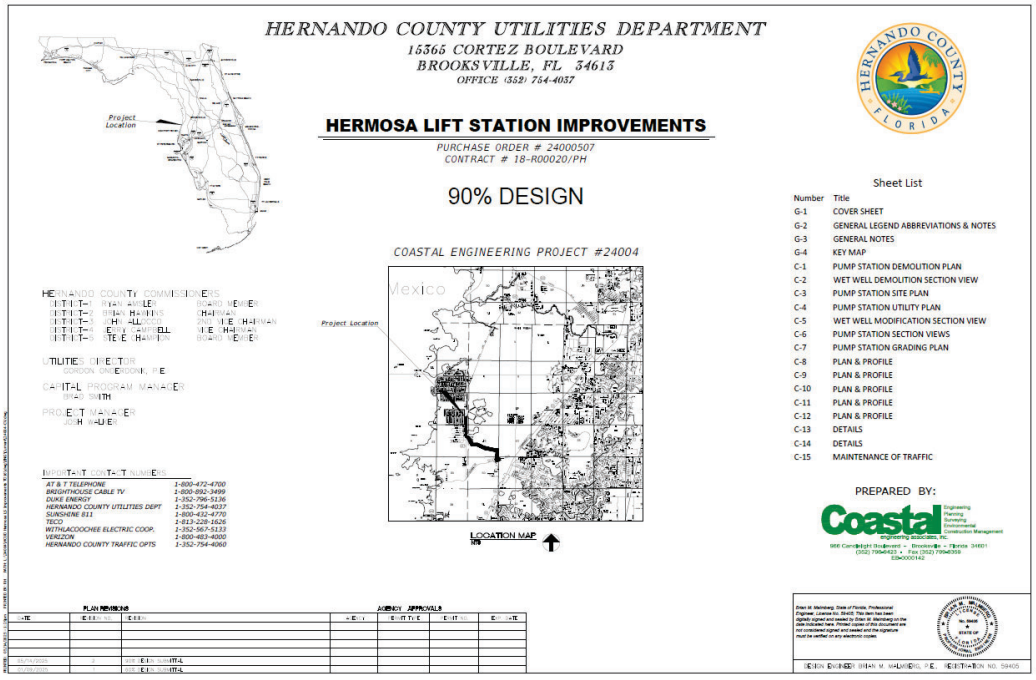
Weeki Wachee BMAP and PFA Boundaries:



Project Service Area:



Design Ready Project:



HERNANDO COUNTY UTILITIES DEPARTMENT
15365 CORTEZ BOULEVARD
BROOKSVILLE, FL 34613
OFFICE (352) 754-4037

HERMOSA LIFT STATION IMPROVEMENTS

PURCHASE ORDER # 24000507
CONTRACT # 18-R00020/PH

90% DESIGN

COASTAL ENGINEERING PROJECT #24004

Project Location

LOCATION MAP

Sheet List

Number	Title
G-1	COVER SHEET
G-2	GENERAL LEGEND ABBREVIATIONS & NOTES
G-3	GENERAL NOTES
G-4	KEY MAP
C-1	PUMP STATION DEMOLITION PLAN
C-2	WET WELL DEMOLITION SECTION VIEW
C-3	PUMP STATION SITE PLAN
C-4	PUMP STATION UTILITY PLAN
C-5	WET WELL MODIFICATION SECTION VIEW
C-6	PUMP STATION SECTION VIEWS
C-7	PUMP STATION GRADING PLAN
C-8	PLAN & PROFILE
C-9	PLAN & PROFILE
C-10	PLAN & PROFILE
C-11	PLAN & PROFILE
C-12	PLAN & PROFILE
C-13	DETAILS
C-14	DETAILS
C-15	MAINTENANCE OF TRAFFIC

PREPARED BY:

Legislative Issue FY 26/27
Septic-to-Sewer Conversion – District A Phase 2

Funding Request: $26 million
County Match: $1,800,000

Weeki Wachee Springs has been designated as an impaired waterbody due to elevated nitrate levels, which pose a threat to water quality and spring ecosystem health. To address this issue, the Florida Department of Environmental Protection (FDEP) developed a Basin Management Action Plan (BMAP) requiring Hernando County to reduce nitrogen discharges to the groundwater within the BMAP boundary.

As part of this effort, FDEP funded Hernando County's Onsite Sewage Treatment and Disposal Systems (OSTDS) Remediation Feasibility Analysis Report, which identified priority areas for septic-to-sewer conversions. These areas were selected based on their potential to reduce nitrogen loading most effectively.

Septic to Sewer District A Phase 2, the area closest to Weeki Wachee Springs, was determined to offer the most immediate water quality benefit. The district has been divided into two phases. Phase 1 is currently under construction, and this application pertains to the design and construction of Phase 2.

Project Location: Phase 2 encompasses the area south of SR 50, approximately 1.25 miles east of US 19, extending from India Drive to Hazelwood Road (east–west) and from Brentlawn Street to Elgin Boulevard (north–south).

Project Scope:

- Extend central sewer service to approximately 353 properties, over 300 of which currently utilize individual septic systems.
- Eliminate approximately 300 septic tanks, significantly reducing nutrient contributions to groundwater.
- Integrate new customers into the Hernando County central wastewater collection system, enhancing system capacity and efficiency.

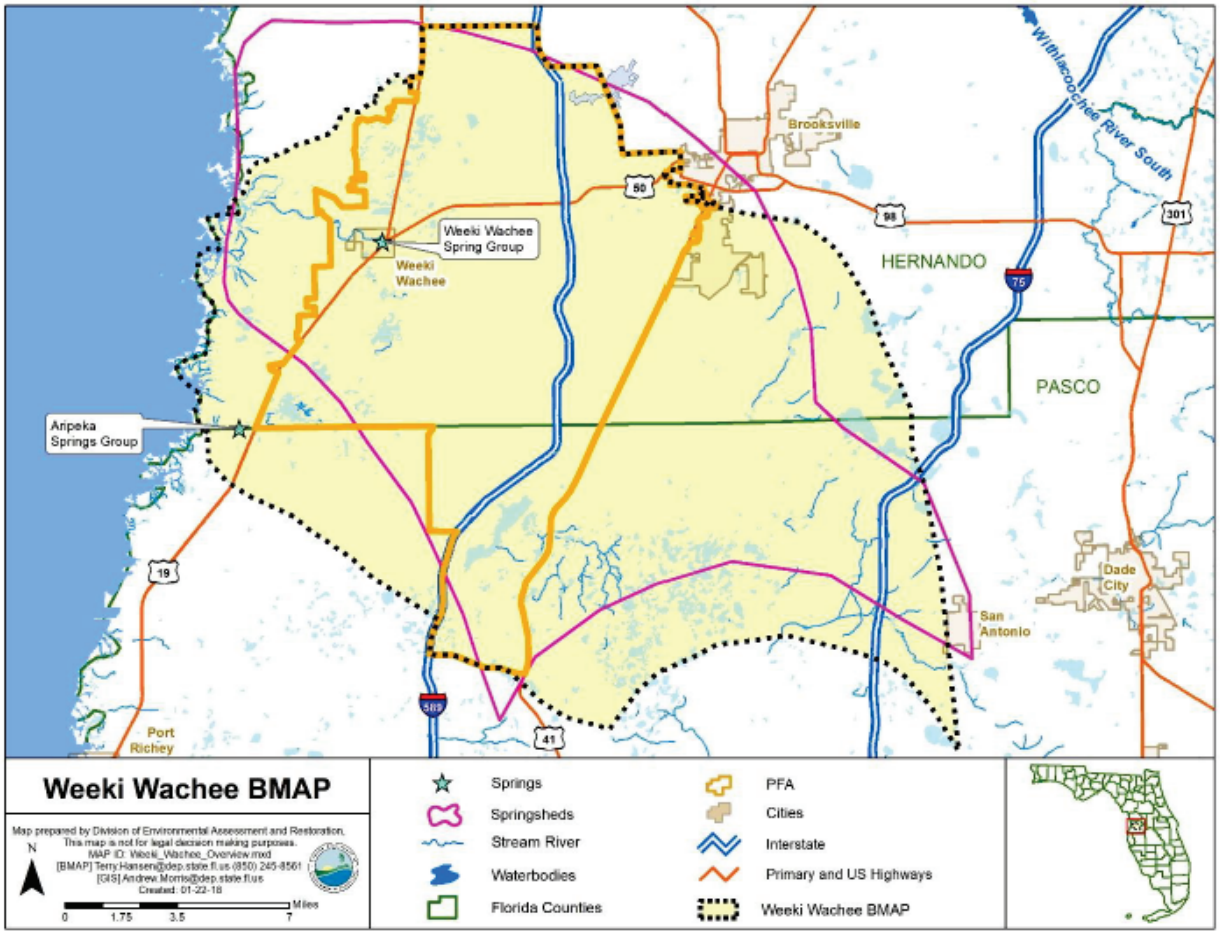
Environmental Benefits:

- Estimated reduction of 2,782 lbs/year of Total Nitrogen entering the groundwater.
- Substantial improvement in water quality in Weeki Wachee Springs.
- Increased availability of reclaimed water for beneficial reuse.

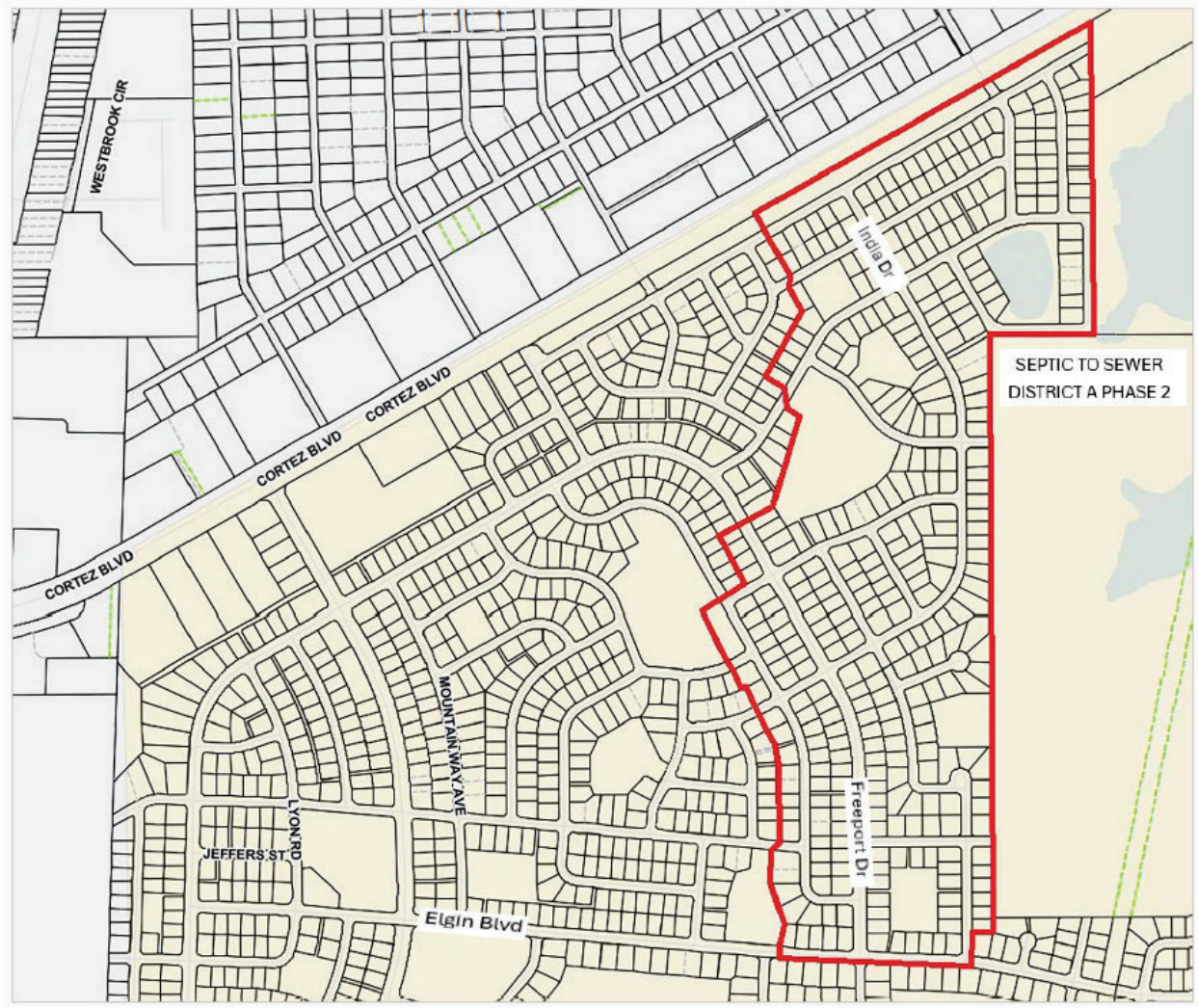
This project represents a critical step toward protecting one of Florida's unique and valuable spring ecosystems while supporting sustainable wastewater infrastructure improvements for Hernando County.

b. Attach maps showing system boundaries, existing and proposed service area, and project area.

Weeki Wachee BMAP and PFA Boundaries



Septic to Sewer District A Phase 2 Project Area:



Legislative Issue FY 26/27
Confidentiality of Official Estimates and Bid Analysis for local County/City Governments

Purpose:
To amend Florida law to authorize local County/City Governments to apply the same confidentiality provisions currently granted to the Florida Department of Transportation (FDOT) under Section 337.168, Florida Statutes, regarding official cost estimates and bid analysis systems.

Summary:
This legislative action proposes to extend the confidentiality and public records exemptions currently applicable to FDOT under Section 337.168, Florida Statutes, to the local County and City Governments. Specifically, the measure would:

1. **Exempt from public disclosure** any document or electronic file revealing the County/City's official cost estimate for a project until the project contract is executed or the project is no longer under active consideration.
2. **Exempt from public disclosure** the County/City's bid analysis and monitoring system, including all associated system documentation, input, processes, electronic data, and output—while preserving access to actual source documents unless separately exempted by law.

Rationale:
This action aligns local County/City Government with FDOT in safeguarding sensitive procurement and project data, reducing the risk of manipulation or unfair bidding practices. It ensures competitive integrity in the bidding process and protects confidential internal methodologies and analyses used in state project planning and contracting.

Impact:
If enacted, this measure will bolster the integrity and security of by protecting pre-contract cost estimates and internal bid evaluation tools from premature disclosure under Florida's public records laws (Section 119.07(1), F.S.).

Proposed Statutory Language:
Amend existing statutes or introduce a new provision modeled after Section 337.168, F.S., specifically applying the same exemptions to local County/City Governments.

Legislative Issue
FY 26/27
Prohibiting St. Augustine Grass in the Weeki Wachee BMAP Priority Focus Area

Action
By prohibiting St. Augustine Grass in the Weeki Wachee BMAP would reduce over usage of watering. The County is requesting a change to the Florida Statutes to allow restricting this high water use sod type in the Weeki Wachee BMAP Priority Focus Area.

Background
Recently, a Pilot turfgrass swap project was performed in the Wellington Community in Spring Hill on four homes. The homes' existing high water use turfgrass (St. Augustine grass) was replaced with drought tolerant turfgrass (Bahia grass) and expanded planting beds were utilized. This resulted in a 25% reduction in water use and the turf performed better than the surrounding neighbors' yards which were St. Augustine grass. The project was successful and the Wellington Community is now resodding their yards with Bahiagrass as a result.

The Spring Hill area lies within the Weeki Wachee Springs Basin. The primary soil in the area consists of Candler fine sands (i.e. beach sand) that has an extremely high infiltration rate and exhibits poor moisture retention properties, making it less suitable for high water use turf such as St. Augustine. Homes within this area that utilize St. Augustine often violate the County's one day a week watering restrictions in an effort to maintain this turf on this sandy soil. Maintaining this turf on this type of soil questions the Florida Friendly Landscape principles of having the "right plant in the right place".

State Interest
Hernando County researched the possibility of prohibiting high water use turfgrass (St. Augustine grass) in these areas of the County and the County Attorney's Office prepared a legal opinion on the possibility of enacting an ordinance to limit the use of this turf (see attached). Below is an excerpt from the legal opinion on this matter:

"Since St. Augustine grass is listed as a Turfgrass under the Florida-friendly landscape standards, an ordinance that prohibits the use of such grass in the County would conflict with the standards and be barred by paragraphs 125.568(3)(c) and 373.185(3)(c), Florida Statutes. However, the Board of County Commissioners is authorized to promote the planting of appropriate turfgrass based on soil type by providing public education and offering incentives to local residents and businesses. § 125.568(2), Fla. Stat. Such activities may encompass educational programs for citizens, contractors and developers as well as financial incentives for landowners who install alternative turf or replace existing St. Augustine grass on their property."

The County already performs educational information through the Florida Friendly Landscape Coordinator and regularly conducts free trainings to County residents on this issue. However, St. Augustine still remains abundant in this native sandy area. The County is requesting a change to the above referenced Florida Statutes to allow restricting this high water use sod type in the Weeki Wachee BMAP Priority Focus Area.

MEMORANDUM
HERNANDO COUNTY ATTORNEY'S OFFICE

TO: Board of County Commissioners

VIA: Jon A. Jouben, County Attorney

FROM: Maureen S. Sikora, Assistant County Attorney *mss*

LR: 21-054

SUBJECT: Turfgrass Regulations

DATE: October 13, 2021

I. FACTUAL BACKGROUND

On January 15, 2008, the Hernando County Board of County Commissioners adopted Ordinance No. 2008-02, the 2008 Hernando County Landscape Ordinance, which is codified as Chapter 10, Article II, Hernando County Code of Ordinances. Subsection 10-17(2) and Section 10-18 of the Code of Ordinances require the Landscape Ordinance to be compatible with the Florida-Friendly Landscaping Design Standards.

II. ISSUE

The Board of County Commissioners has discussed revising the County's Landscape Ordinance to prohibit the installation of St. Augustine grass.

III. SUMMARY

The Hernando County Landscape Ordinance requires consistency with the Florida-Friendly Landscaping Design Standards prepared by the Florida Yards and Neighborhoods Program.

The Board has the legal authority to enact a Florida-friendly landscaping ordinance. The Board also has the power to promote Florida-friendly landscaping through public education and incentives to local residents and businesses.

Florida Statutes restrict the County's ability to adopt or enforce an ordinance which prohibits property owners from implementing Florida-friendly landscaping on their land.

Both the Florida-Friendly Landscape Model Ordinance and the Florida-Friendly Landscaping Guide to Plant Selection include St. Augustinegrass as an approved turfgrass. An ordinance prohibiting the installation of such grass within Hernando County would conflict with the

Florida-Friendly Landscaping Design Standards and consequently be precluded by Florida law.

IV. ANALYSIS

The 2008 Hernando County Landscape Ordinance is based on concepts of Xeriscape and Florida Friendly Landscaping under the Florida Yards and Neighborhoods (FYN) and Environmental Landscape Management (ELM) programs promoted by the University of Florida Cooperative Extension Service, along with the programs of the state's water management districts and Best Management Practices (BMPs). § 10-17(2), Hernando County Code of Ordinances. Section 10-18 of the Code of Ordinances states:

> Application and interpretation of this article shall be generally consistent with "Landscape Irrigation & Florida-Friendly Design Standards" as promulgated by the Committee on Landscape Irrigation and Florida-Friendly Design Standards, dated December, 2006, or as subsequently revised or amended.

"Xeriscape or Florida-friendly landscape" is defined in Section 10-19 of the Code of Ordinances to mean:

> [Q]uality landscapes that conserve water and protect the environment and are adaptable to local conditions and which are drought tolerant. The principles of Xeriscape include planning and design, appropriate choice of plants, soil analysis which may include the use of solid waste compost, efficient irrigation, practical use of turf, appropriate use of mulches, and proper maintenance.

Chapter 10, Article II, of the Code of Ordinances does not contain a definition of turf or identify the types of turfgrass approved for installation in Hernando County. Sections of the Landscape Ordinance relating to development of residential lots and rural-residential parcels recommend that plant installations in low water-use zones be selected using guidelines described in the Florida-Friendly Plant List current year publication. §§ 10-29(a)(8), 10-29(b)(7), Hernando County Code of Ordinances.

In 2009, the Florida Legislature amended various statutes pertaining to Florida-friendly landscaping for the purpose of promoting water conservation and water quality protection and restoration. Ch. 2009-243, Laws of Fla. These laws apply to counties, § 125.568, Fla. Stat., municipalities, § 166.048, Fla. Stat., and local governments, § 373.185, Fla. Stat. The relevant provisions of Section 125.568 provide:

> **125.568 Conservation of water; Florida-friendly landscaping.**–
> (1)(a) The Legislature finds that Florida-friendly landscaping contributes to the conservation, protection, and restoration of water. In an effort to meet the water needs of this state in a manner that will supply adequate and dependable supplies of water where needed, it is the intent of the Legislature that Florida-friendly landscaping be an essential part of water conservation and water quality protection and restoration planning.
> (b) As used in this section, "Florida-friendly landscaping" has the

same meaning as in s. 373.185.

(2) The board of county commissioners of each county shall consider enacting ordinances, consistent with s. 373.185, requiring the use of Florida-friendly landscaping as a water conservation or water quality protection or restoration measure. If the board determines that such landscaping would be of significant benefit as a water conservation or water quality protection or restoration measure, especially for waters designated as impaired pursuant to s. 403.067, relative to the cost to implement Florida-friendly landscaping in its area of jurisdiction, the board shall enact a Florida-friendly landscaping ordinance. Further, the board of county commissioners shall consider promoting Florida-friendly landscaping as a water conservation or water quality protection or restoration measure by: using such landscaping in any areas under its jurisdiction which are landscaped after the effective date of this act; providing public education on Florida-friendly landscaping, its uses in increasing water conservation and water quality protection or restoration, and its long-term cost-effectiveness; and offering incentives to local residents and businesses to implement Florida-friendly landscaping.

(3)(a) The Legislature finds that the use of Florida-friendly landscaping and other water use and pollution prevention measures to conserve or protect the state's water resources serves a compelling public interest and that the participation of homeowners' associations and local governments is essential to the state's efforts in water conservation and water quality protection and restoration.

* * *

(c) A local government ordinance may not prohibit or be enforced so as to prohibit any property owner from implementing Florida-friendly landscaping on his or her land. (Emphasis added.)

The underlined language cited above is repeated in paragraph 373.185(3)(c), Florida Statutes, which forbids approval or enforcement of a local government ordinance that prohibits any property owner from implementing Florida-friendly landscaping on his or her land.

Paragraph 373.185(1)(b), Florida Statutes, defines the phrase "Florida-friendly landscaping" as follows:

> "Florida-friendly landscaping" means quality landscapes that conserve water, protect the environment, are adaptable to local conditions, and are drought tolerant. The principles of such landscaping include planting the right plant in the right place, efficient watering, appropriate fertilization, mulching, attraction of wildlife, responsible management of yard pests, recycling yard waste, reduction of stormwater runoff, and waterfront protection. Additional components include practices such as landscape planning and design, soil analysis, the appropriate use of solid waste compost, minimizing the use of irrigation, and proper maintenance.

The standards for Florida-friendly landscaping are set forth in a publication entitled "Florida - Friendly Landscape Guidelines for Model Ordinance Language for Protection of Water Quality

and Quantity (Jan. 2009)", which was developed by the Department of Environmental Protection (FDEP), the University of Florida Institute of Food and Agricultural Sciences (UF/IFAS), and the FYN Program. Subsection 8.61 of the Model Ordinance defines the term "Turf and/or Turfgrass" to mean "[a] mat layer of monocotyledonous plants such as, but not limited to, Bahia, Bermuda, Centipede, Paspalum, St. Augustine, and Zoysia."

"The Florida Friendly Landscaping Guide to Plant Selection & Landscape Design", a handbook published by the FYN Program, includes a list of recommended Florida-Friendly Landscaping plants. The category entitled Turfgrass itemizes Bermudagrass, Bahiagrass, St. Augustinegrass, and Zoysiagrass adapted to the entire state and Centipedegrass adapted to North Florida and the Panhandle.

Since St. Augustinegrass is listed as a Turfgrass under the Florida-friendly landscape standards, an ordinance that prohibits the use of such grass in the County would conflict with the standards and be barred by paragraphs 125.568(3)(c) and 373.185(3)(c), Florida Statutes. However, the Board of County Commissioners is authorized to promote the planting of appropriate turfgrass based on soil type by providing public education and offering incentives to local residents and businesses. § 125.568(2), Fla. Stat. Such activities may encompass educational programs for citizens, contractors and developers as well as financial incentives for landowners who install alternative turf or replace existing St. Augustinegrass on their property.

In addition to restricting the ability of local governments to adopt, amend or enforce ordinances, Florida law affects homeowners' associations in a similar manner. Paragraphs 125.568(3)(b) and 373.185(3)(b), Florida Statutes, read as follows: "A deed restriction or covenant may not prohibit or be enforced so as to prohibit any property owner from implementing Florida-friendly landscaping on his or her land." Paragraph 720.3075(4)(b), Florida Statutes, also relates to homeowners' association documents, such as declarations of covenants, articles of incorporation, and bylaws.

If I can provide any additional information or answer any questions, do not hesitate to contact me.

FUEL TAX POLICY PROPOSAL

1. Issue Summary

Currently, only gas-powered vehicles contribute to the maintenance and development of Florida's transportation infrastructure through the fuel tax, collected at the gas pump. Electric Vehicles (EVs), which are powered by electricity rather than gasoline, do not pay this tax, yet still utilize the same roadways. This creates an imbalance in transportation funding, as more EVs on the road means less fuel tax revenue collected. The desired policy change is to implement a system or fee structure that ensures EV owners contribute their fair share to roadway maintenance and improvement—equivalent to what is paid through traditional fuel taxes.

---

2. Background

Florida's transportation infrastructure is heavily funded by state and federal fuel taxes, which have historically aligned with gasoline and diesel consumption. However, the increasing adoption of electric vehicles has begun to erode this revenue stream.
In response, Florida has taken initial steps to address this issue. Notably:

- **In 2021**, **SB 140** and **HB 819** were filed to establish an **annual fee for electric and hybrid vehicles** to compensate for lost fuel tax revenue.
- These bills **did not pass**, but they brought attention to the need for equitable road usage contributions.
- As of 2025, Florida has yet to implement a statewide electric vehicle fee structure, although several other states have successfully adopted annual electric vehicle road use fees ranging from $100–$200.

Without a revised policy, the gap in infrastructure funding will continue to grow as electric vehicle adoption increases.

---

3. Analysis

At the county level, decreased fuel tax revenue directly reduces the funds available for road repair, maintenance, and infrastructure upgrades. Roads deteriorate at the same rate regardless of the type of vehicle, yet counties are forced to stretch limited fuel tax funds across increasing maintenance needs as the cost of materials continue to rise.
Statewide, the continued growth of electric vehicles will significantly reduce fuel tax income unless alternative funding mechanisms are enacted. This will result in broader strain on the County's capacity to maintain local roads.

---

4. Fiscal Impact

The fiscal impact of not addressing this issue is substantial.

- According to a 2023 report from the Florida Department of Transportation, electric vehicles contributed less than 1% to transportation revenues despite making up 4% of registered vehicles.
- Fuel tax revenues will continue to decline annually if no changes are made.
- Implementing an annual electric vehicle fee of $150 per vehicle could generate over $150 million annually once Florida surpasses 1 million registered electric vehicles.

This proposed policy change would restore fairness and financial sustainability to Florida's transportation funding framework.

LANDSPREADING POLICY PROPOSAL

1. Issue Summary

Landspreading is the practice of applying biosolids (treated sewage sludge) or other waste materials to land for agricultural or disposal purposes. While it can be a method of waste management, landspreading can release harmful toxins and pollutants into the air and groundwater, creating public health and environmental risks. Children are particularly vulnerable to airborne toxins, making landspreading near schools a serious concern.

The desired policy change is to limit the use and geographic placement of landspreading operations in Florida, specifically by:

- Restricting landspreading within a designated radius (e.g., 3–5 miles) of schools, daycares, and residential areas.
- Increasing regulation and oversight to reduce air pollution and contamination of aquifers and waterways.
- Requiring buffer zones and stricter environmental testing before approval of landspreading activities.
- Restricting landspreading within a Springs Priority Focus Area.

Maine Legislature Passes Bill Prohibiting Land Application of Biosolids
https://www.nacwa.org/news-publications/news-detail/2022/04/20/maine-legislature-passes-bill-prohibiting-land-application-of-biosolids-governor-expected-to-sign

Environmental Health: https://ehjournal.biomedcentral.com/articles/10.1186/s12940-023-01008-4

---

2. Background

Florida has historically permitted landspreading under regulation by the Florida Department of Environmental Protection (FDEP), which allows the land application of biosolids as long as certain nutrient management and treatment standards are met. However, as environmental concerns have grown, biosolids management has come under increased scrutiny.

- In 2019, Florida passed SB 712 – the Clean Waterways Act, which required FDEP to adopt new rules for biosolids management, especially in areas where landspreading was contributing to nutrient pollution.
- Despite this, concerns remain over airborne toxins, odor, and water contamination, especially in areas where biosolids are spread near vulnerable populations or near environmentally sensitive regions.

Continued public pressure and scientific studies have revealed gaps in current regulations, especially concerning air quality and proximity to human populations.

National Library of Medicine: https://pmc.ncbi.nlm.nih.gov/articles/PMC4187293/

Draft Sewage Sludge Risk Assessment from the United States Environmental Protection Agency: https://www.epa.gov/biosolids/draft-sewage-sludge-risk-assessment-perfluorooctanoic-acid-pfoa-and-perfluorooctane

---

3. Analysis

In many Florida counties, landspreading contributes to:

- Leaching of nitrates and phosphates into the aquifer which could pollute drinking water and contribute to algal blooms in rivers, springs, and estuaries.
- Air pollution from biosolid particles, which poses health risks to nearby residents and school children.
- Damage to local ecosystems and wildlife dependent on Florida's unique spring-fed waterways and wetlands.

In counties with natural springs—such as Hernando County, home to the Weeki Wachee River and a significant portion of the Basin Management Action Plan (BMAP) coverage area—nitrate loading from landspreading can degrade water quality and reduce clarity.

Florida Department of Health: https://www.floridahealth.gov/environmental-health/private-well-testing/_documents/well-water-facts-nitrate.pdf

---

4. Fiscal Impact

- Reduced costs associated with environmental cleanup, including restoring springs and waterways impacted by nutrient pollution.
- Prevented public health expenditures from exposure to harmful air and waterborne toxins.
- Preserved tourism and recreational revenue, which depends on the health of Florida's freshwater ecosystems.

Inaction could result in greater costs for counties needing to address contaminated water supplies and ecosystem degradation. However, negative impacts to the agricultural community as a revenue and material source should be determined.

Capital Improvement Plan

Fiscal Year 2024-2025 Annual Budget

Project ID: 111892
Location of Project: Emerson Road
Phase: Identification
Start Date: 10/01/2024
Estimated Completion Date: 09/30/2025
Importance of Project: 10

Area of Operations: Public Works
Project Manager: DPW - Road Resurfacing
Funding Source: 1022-Additional LOGT 1-5
Budget: 1022-34608-5616305
Project Includes Grant Funding
Grant Funding Source:
Additional Operating Costs: $0
N/A

Maintenance Project

EMERSON ROAD - Powell Rd TO SR50 REVISED ENGINEER's COST ESTIMATE 14-Aug-24					
ITEM NO.	DESCRIPTION	UNIT	QTY.	UNIT PRICE	AMOUNT
1	MOBILIZATION, DEMOBILIZATION, SPECIAL PROVISIONS	LS	1	$90,500.00	$90,500.00
2	ASBUILT SURVEY by FL Reg. Surveyor	LS	1	$45,000.00	$45,000.00
3	MAINTENANCE OF TRAFFIC	LS	1	$50,000.00	$50,000.00
4	WORK ZONE SIGN	LS	1	$10,000.00	$10,000.00
5	CHANNELIZING DEVICE- TYPES I, II, DI, VP, DRUM, OR LCD	LS	1	$3,000.00	$3,000.00
6	CLEARING and GRUBBING (Includes Mailbox Relocates, Saw-cutting, Milling Butt-Joints, Asphalt, Concrete, Limerock and Windrow Removal, Sign Removal and Relocates)	LS	1	$65,000.00	$65,000.00
7	6" CONCRETE w/ 3000 PSI and COMMERCIAL FIBER	SY	654	$125.00	$81,750.00
8	12" Crushed Concrete, Compacted (7' Wide Base Replacement Areas)	SY	616	$36.00	$22,176.00
9	CLEAN IMPORT FILL	CY	144	$45.00	$6,480.00
10	ALL MILLINGS (Delivered to H.C. Cobb Rd Site)	SY	41324	$9.00	$371,916.00
11	2" SP12.5 ASPHALT OVERLAY, Tie-Ins (Traffic "C") (Safety Edge)	TN	4998	$150.00	$749,700.00
12	PERFORMANCE TURF, SOD, BAHIA	SY	14825	$3.50	$51,887.50
13	PERFORMANCE TURF, SOD, FLORITAM/ST. AUGUSTINE	SY	500	$5.00	$2,500.00
14	REMOVE / DELIVER GUARDRAIL ASSEMBLIES	LS	1	$7,500.00	$7,500.00
15	FDOT GUARDRAIL (FDOT 536-001)	LF	475	$40.00	$19,000.00
16	FDOT END TREATMENT - APPROACH TERMINAL "PARALLEL" ASSEMBLY (FDOT 536-001)	EA	14	$4,500.00	$63,000.00
17	2" MISCELLANEOUS ASPHALT (FDOT 536-001)	EA	7	$3,000.00	$21,000.00
18	STOP SIGN ASSEMBLY (R1-1) (36x36)	EA	1	$650.00	$650.00
19	4" TEMPORARY PAINT, SOLID STRIPE, WHITE	LF	31070	$0.75	$23,302.50
20	6" THERMOPLASTIC, SOLID STRIPE, WHITE	LF	31070	$2.00	$62,140.00
21	4" TEMPORARY PAINT, DBL. SOLID STRIPE, YELLOW	LF	15205	$1.50	$22,807.50
22	6" THERMOPLASTIC, DBL. SOLID STRIPE, YELLOW	LF	15205	$3.25	$49,416.25
23	6" TEMPORARY PAINT, SOLID STRIPE, WHITE	LF	1135	$1.75	$1,986.25
24	8" THERMOPLASTIC, SOLID STRIPE, WHITE	LF	1135	$2.50	$2,837.50
25	4" TEMPORARY PAINT, SOLID STRIPE, YELLOW	LF	2130	$1.00	$2,130.00
26	6" THERMOPLASTIC, SOLID STRIPE, YELLOW	LF	2130	$2.50	$5,325.00
27	15" TEMPORARY PAINT, SOLID STRIPE, YELLOW	LF	400	$2.00	$800.00
28	18" THERMOPLASTIC, SOLID STRIPE, YELLOW	LF	400	$4.00	$1,600.00
29	20" TEMPORARY PAINT, SOLID STRIPE, WHITE	LF	54	$2.50	$135.00
30	24" THERMOPLASTIC, SOLID STRIPE, WHITE	LF	54	$5.00	$270.00
31	4" TEMPORARY PAINT, 10-30 SKIP STRIPE, YELLOW	LF	2710	$0.75	$2,032.50
32	6" THERMOPLASTIC, 10-30 SKIP STRIPE, YELLOW	LF	2710	$1.50	$4,065.00
33	4" TEMPORARY PAINT, 2-4 SKIP STRIPE, WHITE	LF	90	$0.50	$45.00
34	6" THERMOPLASTIC, 2-4 SKIP STRIPE, WHITE	LF	90	$1.00	$90.00
35	TEMPORARY PAINT, YEILD BAR, WHITE	EA	1	$150.00	$150.00
36	THERMOPLASTIC, YEILD BAR, WHITE	EA	1	$400.00	$400.00
37	TEMPORARY PAINT, PAVEMENT MESSAGES, WHITE (ARROWS)	EA	15	$50.00	$750.00
38	THERMOPLASTIC, PAVEMENT MESSAGES, WHITE (ARROWS)	EA	15	$250.00	$3,750.00
39	RPM'S (Non-Low-Profile)	EA	585	$7.00	$4,095.00
			GRAND TOTAL =		$1,849,187.00

Board of County Commissioners

AGENDA ITEM

Meeting: 09/09/2025
Department: Health and Human Services
Prepared By: Veda Ramirez
Initiator: Veda Ramirez
DOC ID: 16293
Legal Request Number: 2025-427
Bid/Contract Number:

TITLE
Non-Profit Construction Deferred Loan Agreement With Mid Florida Community Services, Inc., d/b/a You Thrive Florida Through State Housing Initiatives Partnership Program

BRIEF OVERVIEW
The Hernando County Local Housing Plan allows for funding up to $50,000 to local non-profit housing agencies and/or developers to partially underwrite the costs of construction or rehabilitation for affordable homes. The State Housing Initiatives Partnership (SHIP) program funds invested into the unit will be converted into a dollar-for-dollar reduction in the sales price of the home to a SHIP eligible down payment assistance buyer.

These funds enhance the affordability of the home and enable the non-profit housing sector to increase the number of affordable housing units produced for SHIP eligible homebuyers within Hernando County, thereby increasing homeownership opportunities for very low-income families.

Mid Florida Community Services, Inc., d/b/a You Thrive Florida has requested funding in the amount of $50,000 to aid in the construction of a housing unit located at 16077 Melbourne Street, Brooksville, FL 34604, Key No. 1373953 in Tangerine Estates.

FINANCIAL IMPACT
The funding request amount of $50,000 will come from:

Expense:

Fund: 1271 - St Housing Init Partnership, **Department: 35051** - Ship Grant Housing Authority, **Account: 5303498-** Constr Serv- NP Construct

LEGAL NOTE
The Board has authority to act pursuant to Chapter 420, Florida Statutes.

RECOMMENDATION
It is recommended that the Board approve and authorize the Chairman's signature on the attached SHIP Non-Profit Construction Deferred Loan Agreement to Mid Florida Community Services, Inc., d/b/a You Thrive Florida, in the amount of $50,000, as well as the accompanying Land Use Restriction Agreement

REVIEW PROCESS

Veda Ramirez	Approved	08/11/2025	5:36 PM
Mindy Rivera	Delegated	08/12/2025	8:50 AM
Erin Briggs	Approved	08/19/2025	1:29 PM
Shaun Kusnierczak - FYI	Notified - FYI	08/19/2025	1:29 PM

Carla Rossiter-Smith	Approved	08/20/2025 3:10 PM
Albert Bertram	Delegated	08/21/2025 10:09 AM
Erin Dohren	Approved	08/29/2025 8:54 AM
Albert Bertram	Approved	08/29/2025 10:09 AM
Pamela Hare	Approved	09/03/2025 1:44 PM
Michael Cowan	Approved	09/03/2025 2:23 PM
Heidi Prouse	Approved	09/03/2025 5:16 PM
Toni Brady	Approved	09/03/2025 7:48 PM
Jeffrey Rogers	Approved	09/04/2025 9:21 AM
Colleen Conko	Approved	09/04/2025 9:41 AM

RESULT: **ADOPTED**
MOVER: Ryan Amsler
SECONDER: Steve Champion
AYES: Hawkins, Campbell, Allocco, Amsler and Champion

Hernando County, Florida

State Housing Initiatives Program (SHIP)

Non-Profit Construction Application

SHIP funds may be made available to area non-profit housing agencies and non-profit housing developers to partially underwrite the costs of construction or rehabilitation of single-family affordable homes and in developing special needs housing for eligible clients. Funds can be used for infrastructure and development costs and all other associated fees and permits for the construction of housing. Funds may also pay for soft costs including but not limited to preliminary and final plat review, engineering services, site plan review, building permits, and impact fees.

Applicant Name/CEO/Director: Richard Sanvenero

Non-Profit Agency: You Thrive Florida

Address: 820 Kennedy Blvd Brooksville, Fl 34601

Contact Information: 352-573-8544 (Phone) rsanvenero@youthrivefl.org (Email)

Project Name: Woods Family Home

Project Location or Address: 16077 Melbourne St Brooksville Fl 34604 Permit# 1502213

Parcel Number: 12-223-18-3660-00N0-0150 Legal Description: Tangerine Estates Lot #15

Rental _____ Homeownership X

Multi-family _____ Single-Family X Type: New construction X Rehab _____

Supportive/Special Needs _____ Other (Explain)_____

Proposed Rental Rates: _____ Sales Price: $200,000.

Estimated Construction Cost: $180,000. Appraised Value: _____

Zoning Designation: residential Land Use: _____ Intended Use: residential

Total Acreage/Lot Size: 7,500sq ft

Total Dwelling Units: 1 Total Buildings 1

#Studio ____ #1 bdrm _____ #2 Bdrm _____ #3 Bdrms X # 4 Bdrms ____ Other: _____

Number of Units up to 30% AMI _____ Number of Units up to 50% AMI 1

Number of Units up to 60% AMI _____ Number of Units up to 80% AMI _____

Number of units up to 120% AMI _____ Number of Units > 120% AMI _____

Land Use Restriction/Term of Affordability:
99 Year Lease _____ 50 Year Lease _____ 30 Year Lease _____

Describe the scope of the project. Include purpose of construction/rehabilitation -***(Please provide architectural drawing, photos, number of beneficiaries anticipated to serve, and other documents to verify project, cost estimates, funding sources, and explain why you think project qualifies as affordable***): Use additional sheet as needed.

To build residential affordable housing in Hernando County for those who qualify

Outline Project readiness. Provide site control, zoning, construction timeline:

start date of 5/28/2025 with estimated completion with certificate of occcupancy on or about November 15, 2025

Identify other funding sources for the project. Identify any leveraged investments and/or collaborative ventures: (Include names, address and amounts of donations, gifts, etc., for this project:

You Thrive Florida

Requested Funding Amount: 50,000

Detail how requested funding will be utilized: permit,impact fees, plans, survey, site prep, parimater fencing, septic, wel, proprty costs.

Describe past or present litigation involving any partners in the project, including outcome(s), if applicable. N/A

Disclose any existing liens, mortgages or other encumbrances attached to subject property:

N/A

Describe property development experience. Identify prior work. Include successful and unsuccessful projects. How many units have you produced? Please specify numbers and location, style, etc.
You THrive Florida has built over 30 units for affordable housing in Hernando County.
Some of addresses are as follows: 16148, 16160, 16154 Labella St,
16158 Reddington St, and 16071 Melbourne St.

Describe efforts to incorporate Green Building and Energy Saving products and processes (List what Energy Star appliances and products will be included, insulation, hot water heater, A/C, toilets, showerheads, etc. Include energy star ratings, SEER rating, insulation efforts, etc.,):

All Homes have energy saving certificates recquired by building department. We aim to meet
and or exceed all enegry standards.

Services and Program offered to residents.
Our Company offers Childrens advocacy, Headstart, Senior Services, Para transit, Weatherization,
Low income home energy assistant programs, family self sufficant programs,
and Affordable first time home ownwership

Has a SHIP-approved buyer been identified for this property? Yes, Rosheka Woods approverd on 12/10/24
If yes, provide name, date identified, sales contract if applicable.

*Attach your agency's Non-profit current IRS designation as a 501(c)(3)
*Attach your agency's previous three years audited financial records.
*Attach property survey.
*Attach current appraisal

CARDINAL SURVEYING SERVICES OF FLORIDA INC

0 20 40 60

GRAPHIC SCALE IN FEET

MAP OF SURVEY

TYPE OF SURVEY: "BOUNDARY"
Section 12, Township 23 South, Range 18 East
Date of Survey (field measurements): 09/05/2024

NOTE: BASIS OF BEARINGS ESTABLISHED BETWEEN POINT "A" AND POINT "B", BEARING = N 0012'07" W

ABBREVIATIONS
A/C = AIR CONDITIONER PAD, C/S = CONC SLAB,
(C) = CALCULATED, (D) = DESCRIPTION, PC = POINT OF CURVATURE
℄ = CENTERLINE, ELEV = ELEVATION, RES = RESIDENCE, STY = STORY
CONC = CONCRETE, (F) = AS FIELD MEASURED, (R) = PER RECORD DEED
COL = COLUMN, (P) = PER RECORD PLAT, POB = POINT OF BEGINNING
COV = COVERED, FCM = FOUND CONC MONUMENT (# AS NOTED)
FIR = FOUND IRON ROD (SIZE & # AS NOTED), # = NUMBER
FOP = FOUND OPEN PIPE (SIZE & # AS NOTED),
FND = FOUND NAIL & DISK (# AS NOTED), FN = FOUND NAIL
SIR = SET 5/8" IRON ROD LB # 8400) SNAD = SET NAIL & DISC #8400

SYMBOL LEGEND
● - INDICATES CORNER MONUMENT (TYPE, SIZE, NUMBER AS NOTED)
▲ - INDICATES NAIL & DISC (NUMBER AS NOTED)
■ - INDICATES CONC. MONUMENT (SIZE & NUMBER AS NOTED)
— — — - INDICATES EASEMENT (USE AND SIZE AS NOTED)

NOTES
1) THIS SURVEY IS NOT VALID UNLESS DISPLAYED AT THE NOTED SCALE.
2) THIS SURVEY ONLY VALID FOR THE USE OF THE PARTIES TO WHOM IT IS CERTIFIED.
3) DESCRIPTION IS PER CURRENT RECORD DEED UNLESS OTHERWISE NOTED AND DONE WITHOUT THE BENEFIT OF A TITLE SEARCH.
4) THERE MAY BE ADDITIONAL EASEMENTS AND/OR RESTRICTIONS AND OTHER MATTERS OF RECORD NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS. SURVEY WAS PREPARED ACCORDING TO DOCUMENTS PROVIDED BY CLIENT AND/OR SHOWN ON RECORD PLAT.
5) ENVIRONMENTAL, JURISDICTIONAL AREAS, MEAN HIGH HIGH WATER LINE AND/OR RIPARIAN RIGHTS NOT SHOWN UNLESS NOTED.
6) UNDERGROUND IMPROVEMENTS, IRRIGATION SYSTEMS NOT SHOWN.
7) ROOF OVERHANGS AND/OR EAVES NOT SHOWN UNLESS NOTED.
8) IF THIS SURVEY IS TO BE USED FOR NEW CONSTRUCTION, IT IS THE RESPONSIBILITY OF THE CLIENT TO FURNISH CORRECT DATA FOR PLACEMENT OF PROPOSED IMPROVEMENTS.
9) ADDITIONS OR DELETIONS TO THIS SURVEY MAP AND REPORT BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
10) FIELD MEASUREMENTS IN ACCORDANCE WITH THE U.S. STANDARD FEET.
11) THIS SURVEY IS VALID ONLY FOR NOTED EXPECTED USE OF SURVEY.
12) ROAD RIGHT-OF-WAYS SHOWN ON THIS SURVEY ARE PER PLAT RECORDED IN PLAT BOOK AND PAGE AS SHOWN IN DESCRIPTION UNLESS NOTED OTHERWISE

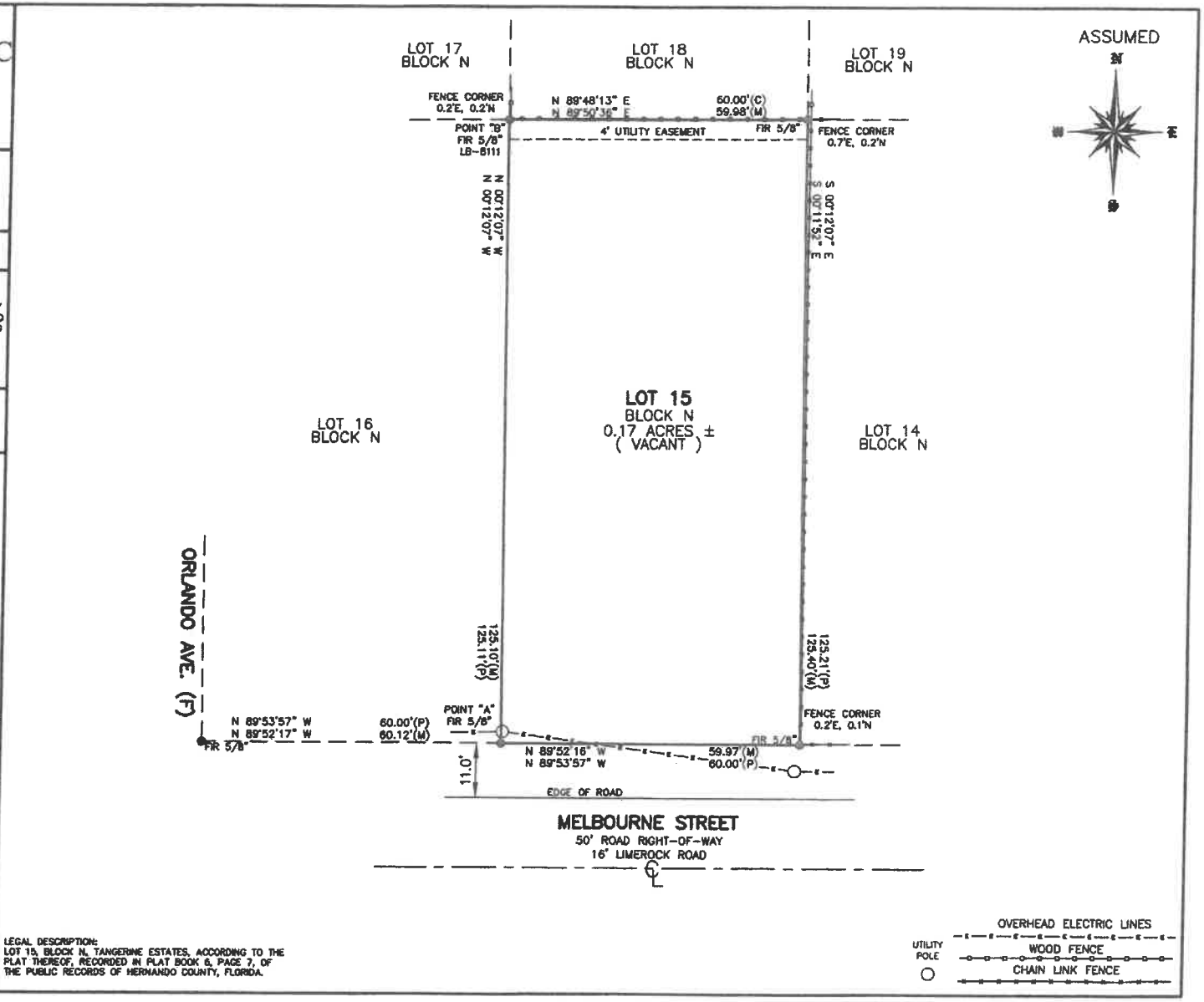
FLOOD ZONE NOTE: THIS LOT APPEARS TO LIE WITHIN FLOOD ZONE X COMMUNITY PANEL #12053C0189D EFFECTIVE DATE 02/02/2012 FLOOD ELEVATION = N/A FEET. FLOOD ZONE NOTE IS NOT TO BE RELIED ON FOR NEW CONSTRUCTION. CONTACT PROPER AGENCY FOR FINAL DETERMINATION.

FOR THE BENEFIT OF:
YOU THRIVE FLORIDA

STATE OF FLORIDA
DAVID T. YORK
LICENSE NO. 5379
9-12-24

DAVID T. YORK, FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER REGISTRATION NUMBER 5379.
NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF THE PROFESSIONAL SURVEYOR AND MAPPER.
2401 GRAND BOULEVARD, HOLIDAY, FLORIDA 34690
PHONE #: (727) 856-9313, (813) 995-8990.

WORK ORDER NUMBER: 24289



LEGAL DESCRIPTION:
LOT 15, BLOCK N, TANGERINE ESTATES, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 6, PAGE 7, OF THE PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA.

UTILITY POLE ○
OVERHEAD ELECTRIC LINES
WOOD FENCE
CHAIN LINK FENCE

0000022 10/17/23

FLORIDA

Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 01/18

Certificate Number	Effective Date	Expiration Date	Exemption Category
85-8012557856C-8	12/31/2023	12/31/2028	501(C)(3) ORGANIZATION

This certifies that

MID FLORIDA COMMUNITY SERVICES INC
820 KENNEDY BLVD
BROOKSVILLE FL 34601-5704

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

FLORIDA

Important Information for Exempt Organizations

DR-14
R. 01/18

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

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

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

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

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

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

HERNANDO COUNTY PERMIT

TO SCHEDULE INSPECTIONS: http://CIWEB.hernandopa-fl.us/ or (352)754-4050

SINGLE FAMILY RES.DETACH

USE: SF TYPE: VB

DATE: 05-28-2025 **PERMIT NO:** 1502213 **KEY NO:** 1373953

PARCEL DESCRIPTION: **NOC :** R
TANGERINE ESTATES BLK N LOT 15

LOCATION ADDRESS: 16077 MELBOURNE ST

OWNER: MID FLORIDA COMMUNITY SERVICES INC

SET BACKS:
FRONT: 34.8 **LEFT:** 10.3 **RIGHT:** 10.0 **REAR:** 44.2

Zoning:
Flood Zone: X **Base Flood Elevation:** 0.00
No. of Trees Req. @ Final Insp: 3

CONTRACTOR	DESCRIPTION
YOU THRIVE FLORIDA	S.489 PART I LICENSE EXEMPT
H2O PLUMBING SOLUTIONS	PLUMBING CONTRACTOR-MASTER
SENICA AIR CONDITIONING INC	AIR CONDITIONING CONTR CLASS B
FOSTER'S ROOFING ENTERPRISES INC	ROOFING CONTRACTOR
DC ELECTRIC LLC	UNLIMITED ELECTRICAL CONTR

INSPECTIONS

BLD-GRADE/DRAINAGE_____
1ST ROUGH PLUMBING_____
ELEC BOND_____
SLAB_____
1ST RGH DRIVEWAY_____
SHEATHING_____
IN PROGRESS INSPECTION_____
2ND ROUGH PLUMBING_____
ROUGH MECHANICAL_____
ROUGH ELECTRIC_____
FRAME_____
INSULATION_____
SEWER/SEPTIC_____
EARLY ELEC RELEASE_____
FINAL MECHANICAL_____
FINAL PLUMBING_____
FINAL ELECTRIC_____
ROUGH DRIVEWAY_____
FINAL BUILDING_____
FINAL DRIVEWAY_____

OTHER:

INSPECTIONS MUST BE MADE BEFORE PROCEEDING WITH SUBSEQUENT WORK.

NOTICE: In addition to the requirements of this permit, there may be additional restrictions applicable to this property that may be found in the public records of this county, and there may be additional permits required from other governmental entities such as water management districts, state agencies, or federal agencies.

ASBESTOS NOTIFICATION STATEMENT

PURSUANT TO s.553.79, FLORIDA STATUTES, YOU ARE HEREBY NOTIFIED OF YOUR POTENTIAL RESPONSIBILITY TO COMPLY WITH s.469.003, FLORIDA STATUTES, PROVIDING CERTAIN REQUIREMENTS RELATING TO ASBESTOS SURVEY AND ABATEMENT AND LICENSURE THEREFOR, INCLUDING BUT NOT LIMITED TO, NOTICE OF INTENT TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, TO REMOVE ASBESTOS UNDER APPLICABLE STATE AND FEDERAL LAW.

NOTICE TO APPLICANT

THE GRANTING OF THIS PERMIT DOES NOT PROTECT THE OWNER FROM CIVIL LIABILITY FOR RECORDED DEED RESTRICTIONS WHICH MAY EXCEED ANY COUNTY LAND USE ORDINANCES. HOMEOWNERS ASSOCIATIONS OR ARCHITECTURAL REVIEW COMMITTEES REQUIRE SUBMISSION OF PLANS FOR REVIEW AND APPROVAL. THE APPLICANT FOR THIS PERMIT SHOULD CONTACT THE LOCAL ASSOCIATION FOR ALL RESTRICTIONS.

This permit shall be kept on the job site until all Final Inspections are completed and shall be readily accessible to the inspector. Failure to keep permit on site until finaled, may result in fines and/or delay of inspection. It is the responsibility of the contractor to call for all required inspections. This list is for reference only.

Revised: 09/2024

WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE SITE OF THE IMPROVEMENT BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE RECORDING YOUR NOTICE OF COMMENCEMENT.

STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM (SHIP)
NON-PROFIT CONSTRUCTION
DEFERRED LOAN AGREEMENT

This State Housing Initiatives Program (SHIP) Non-Profit Construction Deferred Loan Agreement (the Agreement) is made and entered into this _____ day of _____, 2025, by and between **Hernando County, Florida,** a political subdivision of the State of Florida, located at 15470 Flight Path Drive, Brooksville, Florida 34604 (the County), and **Mid Florida Community Services, Inc., DBA You Thrive Florida,** a Florida Not for Profit Corporation, located at 820 Kennedy Boulevard, Brooksville, Florida 34601 (the Borrower).

ARTICLE I – PURPOSE

Section 1.1 Purpose: The purpose of this Agreement is to distribute to Borrower, SHIP funds awarded pursuant to Hernando County's Local Housing Assistance Plan (LHAP) and Section 420.9079, Florida Statutes (F.S.) for the purpose of financing the construction of (a) single-family home(s) described in Section 2.2 below and selling the single-family home(s) to (a) SHIP-approved applicant(s).

ARTICLE II – LOAN AMOUNT AND USE

Section 2.1 Loan Amount: The Borrower is awarded a total of $50,000.00 ("the Loan"). This amount will be funded upon issuance of (an) approved building permit(s) to begin construction and a completed construction application to Housing and Supportive Services of the proposed project.

Section 2.2 Use of Loan: The Borrower shall use the Loan solely for the purpose of financing, in part, the construction of (a) single-family home(s) at the following location(s):

Address(es): **16077 Melbourne Street, Brooksville, Florida 34604**

Legal Description(s): **TANGERINE ESTATES BLK N LOT #15**

The Borrower shall sell the single-family home(s) to (a) SHIP-approved applicant(s) meeting the definition of very-low-income or low-income household set forth in Section 420.9071(30), F.S. Should the single-family home(s) constructed utilizing SHIP funds be sold within the thirty (30)-month Loan period, the Loan will be forgiven by the County. Notwithstanding Section 2.8 below, if the single-family home(s) utilizing SHIP funds is/are not sold within the thirty (30)-month Loan period to (a) SHIP-approved applicant(s), the Borrower shall repay the Loan immediately upon expiration of the thirty (30)-month Loan period, unless otherwise agreed to in writing by the County in the County's sole discretion. Upon the expiration of the thirty (30)-month Loan period, the Borrower shall return to the County any SHIP funds not utilized in constructing the single-family home(s) during the thirty (30)-month Loan period.

Section 2.3 The Borrower shall ensure that the single-family home(s) constructed with the SHIP Loan funds remain affordable to very-low-income or low-income households and meet the objectives and requirements of the SHIP statutes and Hernando County's SHIP LHAP. Affordable for this agreement is defined as identified in Hernando County's Local Housing Assistance Plan (LHAP), Hernando County Housing Ordinance, and Section 420.9079, Florida Statutes (F.S.). The sale price of any single-family home constructed by Borrower utilizing Loan funds shall be reduced dollar-for-dollar by the amount of the Loan funds utilized by Borrower in constructing the single-family home. The failure to do so will

result in the Borrower having to repay the Loan to the County, together with interest at the maximum legal rates in existence at the time the Loan is first distributed to the Borrower.

Section 2.4 The Borrower shall submit receipts detailing how funding for construction of the unit identified in Section 2.2 was utilized prior to the second closing.

Section 2.5 The Borrower shall upon closing submit documentation showing implementation of all green, energy efficient materials per Hernando County's SHIP LHAP and Hernando County Standards for: HOME, CDBG and SHIP For New Construction, Re-Construction, and Rehabilitation Projects.

Section 2.6 The Borrower shall provide Housing and Supportive Services with a certificate of occupancy prior to second closing for the property identified in Section 2.2.

Section 2.7 The Borrower shall provide the county with all needed documentation to ensure that the requirements of the agreement have been met within the 30-month period. The failure to do so will result in the Borrower having to repay the Loan to the County, together with interest at the maximum legal rates in existence at the time the Loan is first distributed to the Borrower.

Section 2.8 The Loan shall be made to the Borrower at zero percent interest (0%) for a term of thirty (30) months. The above-described property shall remain "Affordable" as defined in Section 420.9071, F.S., and for use by a household as defined in Section 420.9071(30), F.S., at the time of purchase.

Section 2.9 The Borrower shall place a sign at construction sites supported under this award displaying the Hernando County logo in a manner that informs the public that the project is funded in part or wholly by Hernando County. The sign must be placed in a visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period. If the County logo is displayed along with the logos of other participating entities, the County logo must not be displayed in a manner that implies the county itself is conducting the project.

Section 2.10 The Borrower agrees to notify the Housing and Supportive Services Department in writing of public or media events publicizing the accomplishment of significant events related to construction projects as a result of this agreement and provides the opportunity for attendance and participation by county staff with at least a (10) working day notice.

ARTICLE III – DISBURSEMENTS

Section 3.1 Disbursement of Loan Funds. The County will only disburse funds under this Agreement when the Borrower submits documentary evidence that (a) building permit(s) has(have) been issued for construction of the single-family home(s) on the site(s) described in Section 2.2 above.

Section 3.2 Disbursement Limitations. In no event will the County ever be required to disburse funds more than the Loan unless expressly provided otherwise in this Agreement.

Section 3.3 Disbursement Without Prejudice. Any disbursement made by the County to the Borrower shall be without prejudice to the County's rights later to challenge the propriety of the Borrower's claimed costs or expenses.

Section 3.4 Withholding Disbursements. If the Borrower fails to perform any obligation under this Agreement and the failure has not been cured within ten (10) days following oral or written notice from the County, the County may, without penalty and in its sole discretion and upon written notice to the

Borrower, withhold further disbursements until such failure to perform is cured. This right to withhold disbursements is in addition to all other rights and remedies the County may have available to it under this Agreement or under law.

ARTICLE IV – REPORTS AND RECORDKEEPING

Section 4.1 Records Retention; Review. The Borrower shall maintain records and accounts, including property, personnel and financial records, contractual agreements, subcontracts, proof of required insurance, and any other records related to or resulting from the activities performed under this SHIP agreement to ensure proper accounting and monitoring of all grant funds. The County may monitor all funding sources, including but not limited to Program overfunding. In the event, the County determines that such records are not being adequately maintained by the Project Sponsor, the County may cancel this SHIP agreement in accordance with Articles IV and V herein.

With respect to all matters covered by this SHIP agreement, records will be made available for examination, audit, inspections or copying purposes at any time during normal business hours and as often as the County may require. Borrower will permit same to be examined and excerpts or transcriptions made or duplicated from such records, and audits of all contacts, invoices, materials, records of personnel and of employment and other data relating to all matters covered by this SHIP Agreement.

The Borrower shall retain all records and supporting documentation applicable to this SHIP Agreement for inspection for 6 years after the copy is in receipt of the Certificate of Occupancy on the project. If any litigation, claim, negotiation, audit, monitoring, inspection, or other actions has been started before the expiration of the required record retention period, records must be trained until completion of the action and resolution of all issued which arise from it, or the end of the required period, whichever is later. The retention period starts from the Date in which the activities are described in Article II are reported on for the final time rather than from the date of submission of the final expenditure report for the award.

The Borrower agrees to be financially and legally responsible for any audit exceptions or other irregularities in its performance or recordkeeping, including, but not limited to, impermissible or unauthorized use of the Loan funds. This section shall survive termination of this Agreement.

ARTICLE V – NOTICES

Section 5.1 Notices. Any notice required or permitted to be made under this Agreement may be given personally, by facsimile, or by first-class, registered, or certified mail. A notice personally delivered to the other party is deemed given upon proper delivery. A notice sent by first-class, registered, or certified mail is deemed given three (3) days after mailing, if properly addressed and having proper postage. Notices delivered by facsimile shall be deemed to have been given on the date of transmission if received during the recipient's business day. Notices delivered by facsimile and received on other than the recipient's business day shall be deemed received on the recipient's next business day. E-mail addresses, if listed in this Agreement, are only for convenience and not for notice purposes.

ARTICLE VI – INSURANCE

Section 6.1 Professional Legal Liability. The Borrower will maintain professional legal liability or professional errors and omissions coverage appropriate to the Borrower's profession. The coverage will have a limit of not less than One Million Dollars ($1,000,000.00) per occurrence. The coverage will apply to liability for a professional error, act or omission arising out of the Borrower's services under the

Agreement. The coverage will not exclude bodily injury or property damage. The coverage will not exclude hazards related to the work rendered as part of the Agreement or within the scope of the Borrower's services under the Agreement, including testing, monitoring, measuring operations or laboratory analysis where such services are rendered under the Agreement.

Section 6.2 Worker' Compensation and Employer Liability. The Borrower will maintain workers' compensation insurance as required by Florida Statutes and will provide evidence of coverage to the County. If the Contract is for over $50,000, then the Borrower will also maintain employer's liability coverage with a limit of not less than One Million Dollars ($1,000,000.00) not excluding bodily injury or property damage. The coverage will not exclude hazards related to the work rendered as part of the Agreement or within the scope of the Borrower's services under the Agreement, including testing, monitoring, measuring operations or laboratory analysis where such services are rendered under the Agreement.

Section 6.3 Commercial General Liability. The Borrower will maintain commercial general liability coverage for bodily injury, personal injury, and property damage, subject to a limit of not less than One Million Dollars ($1,000,000.00) per occurrence. The general aggregate limit will apply separately to the Agreement and be not less than Two Million Dollars ($2,000,000.00). The Borrower will provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of the Agreement. Specialized forms specific to the industry of the Borrower will be deemed equivalent, provided coverage is no more restrictive than would be provided under a standard commercial general liability policy, including contractual liability coverage.

Section 6.4 Miscellaneous Insurance Provisions.

A. The insurance limits established by this article are not intended to indicate the Borrower's exposure, nor are they limitations of the Borrower's indemnification duties. This article shall survive termination of this Agreement.
B. The policy shall be endorsed, and the Certificates of Insurance shall reflect that the County, its officers, officials, employees, agents, and representatives, are an additional insured with respect to activities under the Agreement, and the policy will contain no special limitations on the scope of protection afforded to the County, its officers, officials, employees, agents, and representatives as an additional insured.
C. The Certificates will, at a minimum, list limits of liability and coverage. The Borrower will furnish the County with properly executed Certificates of Insurance or a signed policy endorsement, including the additional insured provision, which will clearly evidence all insurance required in this article, before work under this Agreement shall commence, but no later than ten (10) days after the effective date of this Agreement. Acceptable forms of evidence are the endorsement pages of the policy showing the County as an additional insured.
D. The Borrower will maintain all required policies in force from the time services commence until services are completed. The Borrower will provide a current or updated copy of all insurance policies specified in the Agreement upon the request of the County. Certificates, policies, and endorsements scheduled to expire before completion of services will be renewed before expiration. The Certificates will provide that the underlying insurance contract may not be canceled or allowed to expire, except on thirty (30) days prior written notice to the County. Any Certificate or endorsement limiting or negating the insurer's obligation to notify the County of cancellation or changes must be amended to negate the intent of this provision. Written notice of cancellation or change must be delivered to the County as set forth in Section 5.1 above.
E. If the Borrower's liability coverage is written as a claims-made policy, then the Borrower must evidence the purchase of an extended-reporting period or "tail" coverage for a three (3)-year period after completion of the services.

F. The Borrower's liability insurance provisions will be primary with respect to any insurance or self-insurance programs covering the County, its elected and appointed officers, officials, employees, agents, and representatives,
G. Any failure to comply with reporting provisions of the policies will not affect coverage provided to the County, its officers, officials, employees, agents, or representatives.
H. The Borrower's insurance will apply separately to each insured against whom claim is made or suit is brought subject to the limits of the insurer's liability. The Borrower will include all subcontractors as insurers under its policies or will furnish separate Certificates and endorsements for each subcontractor. All coverage for subcontractors will be subject to all the requirements stated in these provisions.

ARTICLE VII – INDEMNIFICATION

Section 7.1 Indemnification. To the fullest extent permitted by law, the Borrower shall indemnify, defend and hold harmless the County and the Hernando Board of County Commissioners (BOCC), and all County officials, officers, employees, agents and each of them, from and against all claims in any way resulting from or arising out of the performance of this Agreement, whether such claims arise from the actual or alleged acts, errors or omissions of the Borrower, its subcontractors, third parties, the County or the BCC or anyone directly or indirectly employed or supervised by any of them or anyone for whose acts, errors or omissions any of them may be liable. "Claim" means any loss, claim, suit, action, liability, damage or expense of any kind or nature whatsoever, including, but not limited to, attorneys' fees and costs, attributable to personal or bodily injury, sickness, disease, or death, or to injury to or destruction of property, including the loss of use resulting therefrom.

Section 7.2 Borrower's Duty to Indemnify. The Borrower's duty to indemnify, defend and hold harmless includes, but is not limited to, claims by the Borrower or any subcontractor's officers, employees, or agents. The Borrower's duty, however, does not extend to claims arising from the sole negligence or willful misconduct of the County, or of the officials, officers, employees, agents or representatives of the County or the BCC.

ARTICLE VIII – NONDISCRIMINATION AND LEGAL COMPLIANCE

Section 8.1 Nondiscrimination. The Borrower shall not discriminate against any employee or applicant for employment, or program participant or program participant applicant, on account of race, color, sex, religion, national origin, creed, marital status, age, or disability.

Section 8.2 Compliance with Laws. The Borrower and its officials, officers, employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, regulations, rules, and policies. The County shall have no obligation to ensure such compliance.

ARTICLE IX – TERMINATION

Section 9.1 Termination for Loss of Funding. The County shall have the right to terminate this Agreement upon advance written notice if the funds relied upon for the SHIP Loan Program are terminated, suspended, or otherwise lost or impaired in whole or in part.

Section 9.2 Termination for Convenience. Either party may terminate this Agreement for convenience upon giving the other party at least thirty (30) days advance written notice. In the event of termination by the County under this Section 9.2, the Borrower will be entitled to payment only for those expenses and costs reasonably and actually incurred prior to the effective date of the termination.

Section 9.3 Termination for Default. If either party defaults in its performance under this Agreement, the non-defaulting party may give the defaulting party written notice that it has thirty (30) days in which to cure the default. If the default is not cured within thirty (30) days of notice, the non-defaulting party may terminate the Agreement. In the event of such termination, the non-defaulting party shall have all rights and remedies available to it under law.

ARTICLE X – MISCELLANEOUS

Section 10.1 Effective Date. This Agreement shall become effective upon the date of execution by both parties.

Section 10.2 Permissible-Use Warranty. The Borrower warrants that its planned and actual uses of the Loan constitute permissible uses for SHIP funds as established by Florida Statutes. This section shall survive termination of this Agreement.

Section 10.3 Organizational-Status Warranty. The Borrower warrants that it is duly organized, existing and in good standing under the laws of the State of Florida.

Section 10.4 Relationship of Parties. This Agreement, and the Borrower's and the County's activities under it, shall not be construed as creating any kind of partnership or joint venture, nor shall it be construed as creating any kind of independent contractor, agency or employment relationship between the Borrower and the County.

Section 10.5 Assignment. The Borrower shall not assign any of its rights or delegate any of its duties under this Agreement without the prior express written consent of the County, which may be granted or refused in the County's sole discretion.

Section 10.6 No Third-Party Rights. This Agreement is entered into by the parties solely for their own benefit and it creates or grants no rights of any kind in any other party.

Section 10.7 Governing Law; Venue; Jurisdiction; Waiver of Jury Trial; Attorneys' Fees and Costs. This Agreement shall be governed by the laws of the State of Florida. In the event of a legal proceeding, venue shall be only in a court of competent jurisdiction in Hernando County, Florida. Each party hereby consents to the personal jurisdiction of the courts of the State of Florida, Hernando County. The parties hereby waive their right to trial by jury in any claim, action, litigation or proceeding arising out of this Agreement. In the event of any litigation or enforcement involving the terms and provisions of this Agreement through court proceedings or other action, each party shall be responsible for paying its own attorneys' fees and costs regardless of the outcome of such litigation or action. This section shall survive termination of this Agreement.

Section 10.8 Waiver. No term or condition of this Agreement shall be deemed waived unless such waiver is expressly agreed to in writing by the party granting the waiver. In addition, waiver of any breach of this Agreement shall not be deemed a waiver of any prior or subsequent breach.

Section 10.9 Amendment. This Agreement can be amended only by a writing executed by the parties.

Section 10.10 Entire Agreement. The parties acknowledge that this Agreement is the complete expression of their agreement regarding the subject matter of this Agreement. Any oral or written representations or understandings not incorporated into this Agreement are specifically excluded.

Section 10.11 Headings. The headings in this Agreement are for convenience only and shall not be deemed to affect the meaning of its provisions.

Section 10.12 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, such invalidity shall not affect the validity of the remaining provisions that can be given effect without the invalid provision, provided that the underlying intent of the parties can still be given effect.

Section 10.13 Signature Authority. Each person signing this Agreement on behalf of a party warrants that he or she has full authority to sign this Agreement on that party's behalf.

Section 10.14 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall be deemed one agreement. Each counterpart may be executed and delivered by facsimile or e-mail to the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement, by and through their duly authorized representatives, on the respective dates below.

ATTEST:

_____
Douglas A. Chorvat, Jr.,
Clerk of the Circuit Court & Comptroller

Approved as to Form and Legal Sufficiency.

Michael Cowan
_____
County Attorney's Office

HERNANDO COUNTY, FLORIDA,
a political subdivision of the State of Florida

By: _____
Brian Hawkins, Chair
Board of County Commissioners

Date:
_____

MID FLORIDA COMMUNITY SERVICES, INC., DBA You Thrive Florida
a Florida Not for Profit Corporation

_____ By: _____
Witness

_____ Date: _____
Witness

LAND USE RESTRICTION AGREEMENT
TO ENSURE OWNER-OCCUPIED AFFORDABLE HOUSING
PURSUANT TO CH. 420, FLA. STAT.

ON THIS ____ DAY OF _____, 2025 ("Effective Date"), this Land Use Restriction Agreement is made by Hernando County, Florida, a political subdivision of the State of Florida, whose address is 15470 Flight Path Drive, Brooksville, Florida 34604, ("Grantor"), and You Thrive, Florida, Inc, a Florida not for profit corporation, whose address is 820 Kennedy Boulevard, Brooksville, FL 34601, ("Grantee") (each a "Party" and collectively, the "Parties"):

WITNESSETH

WHEREAS, Grantor agreed to convey to Grantee that certain parcel of real property located in Hernando County, Florida and more particularly described as, **Lot 15, Block N, Tangerine Estates, according to the map or plat thereof as recorded in Plat Book 6, page 70, Public Records of Hernando County, Florida. Parcel Number: R12 223 18 3660 00N0 0150** incorporated herein by this reference (the "Property); and

WHEREAS, the Parties' intent and objective is to ensure that the Property remain "affordable" as defined in Fla. Stat. § 420.602(3) (2024), and is owner-occupied, for no less than thirty (30) years from the Effective Date.

NOW, THEREFORE, for and in consideration of $10.00 and other valuable considerations, including the Property, the receipt and sufficiency of which is hereby conclusively acknowledged, the Parties agree as follows:

1. **Development Restriction**. Grantee shall construct on the Property one (1) single family affordable housing unit designed to serve an individual or families with a household income at or below fifty percent (50%) of the area median income (AMI) at the time of purchase for a period of thirty (30) years (the "Development"). Grantee shall fully develop the Property in accordance with this Section within **thirty (30) months** of the Effective Date. Grantee shall keep Grantor apprised of the status of the Development and shall notify Grantor once the Development has been fully constructed (the "Notice of Completion").

Upon receipt of the Notice of Completion from Grantee, Grantor shall have thirty (30) days to either: (i) notify Grantee, in writing, that the Development has been completed to its full satisfaction (the "Notice of Satisfaction"); or (ii) notify Grantee of the specific reasons why the Development has not been completed to its full satisfaction. The Notice of Satisfaction shall be given in a recordable format and shall be recorded in the Public Records of Hernando County by Grantee at Grantee's sole cost and expense.

2. **Conveyance Restriction.** Unless conveying the Property to Grantor (or unless the Property reverts to Grantor), Grantee shall convey the Property and the Development thereon only families or individuals who, at the time of conveyance, have a household income at or below fifty percent (50%) of the area median income (AMI) for Hernando County, as published by the Department of Housing and Urban Development ("qualified owner").

3. **Use Restriction**. Commencing on the date that the Notice of Satisfaction has been recorded, any owner of the Property (or any part thereof) other than the Grantor and Grantee shall be a qualified owner as defined in paragraph 2 above. These use restrictions shall run with the Property (or any portion thereof) and continue for a period of thirty (30) years after the Effective Date. Grantor may seek any remedies available under Florida law to enforce this restriction.

4. **Reverter.** If Grantee violates Sections 1, 2, 3 or 5, or any or all of them, and said violation(s) remain(s) uncured thirty (30) days after written notice by Grantor, the estate granted to the Grantee by the Statutory Deed executed by the Grantor on even date herewith shall automatically and immediately terminate, and all right, title and interest in and to the Property shall thereupon revert to the Grantor, pursuant to Fla. Stat. § 689.18(5) (2024). In such event, all the monetary investments and improvements made to the Property shall be forfeited without any compensation or right to compensation whatsoever.

5. **Required Reverter Clause, Deed to Subsequent Owner.** Grantee shall include the following reverter clause in any deed, and attach as Exhibit "A" the original Statutory Deed and original LURA (defined below) to such deed that conveys the Property to any subsequent owner:

> "The property herein is conveyed in fee simple determinable and is subject to reversion. The said property (or any part thereof) shall be restricted to the ownership or occupancy of families or individuals who, at the time of conveyance, have a household income at or below fifty percent (50%) of the area median income (AMI) for Hernando County, as published by the Department of Housing and Urban Development ("qualified owner"). Grantee may convey the property only to a qualified owner. These use restrictions shall run with the property (or any portion thereof) and be binding upon any subsequent owner and continue for a period of thirty (30) years after the Effective Date of the Statutory Deed that is attached hereto as Exhibit "A" and which is recorded in Hernando County, Florida ("original Statutory Deed"). Grantee is bound by the use restrictions and reverter provision in Sections 3 and 4 of the Land Use Restriction Agreement pertaining to the property executed on even date with the said Statutory Deed ("original LURA"), and which is recorded in Hernando County, Florida. Any subsequent conveyance, of any kind, of the property shall be subject to the same said use restrictions and reverter provision. The Grantor named in the original Statutory Deed and original LURA may seek any remedies available under Florida law to enforce this restriction."

6. **Termination**. This Agreement shall remain in full force and effect for a period of thirty (30) years from the Effective Date, unless the Parties agree, in writing, to terminate this Agreement. To be effective, any such early termination of this Agreement shall be recorded in the Public Records of Hernando County, Florida. This Agreement shall not be modified, amended, or terminated without the express written consent of the Grantor.

7. **Effective Date; Covenant Running With Land; Recording.** The rights granted under this Agreement are vested and effective as of the Effective Date and shall continue unless and until extinguished as set forth herein. This Agreement and all the covenants and provisions thereof shall inure to the benefit of and be binding upon the heirs, legal representatives, successors, and assigns of Grantor and Grantee. Each provision of this Agreement shall be and constitutes a covenant running with the land. Either Party may re-record this Agreement as they desire in order to preserve the rights granted by this Agreement.

8. **Required Development Permits**. Nothing contained in this Agreement shall be construed as a guarantee or assurance that any local development permits which must be obtained will be approved or issued by Hernando County, or any other governmental agency.

9. **Construction.** The Parties acknowledge that with respect to the transactions contemplated herein: (A) each party and its counsel has reviewed and approved this Agreement and that no term, covenant or provision of this Agreement shall be construed by any court, government, governmental authority or arbitration panel against any party hereto by reason of such party's being deemed to have drafted or structured such term, covenant or provision; (B) neither party has received from the other any accounting, tax, legal or other advice; and (C) each party has relied solely on the advice of its own accounting, tax, legal and other advisors.

10. **Attorneys' Fees and Costs; Jury Trial**. In connection with any litigation or court proceedings arising out of this Agreement, each Party shall be responsible for its own attorneys' fees and costs incurred in the prosecution or defense of such action, or in any post judgment or collection proceedings and whether incurred before suit, at the trial level or at the appellate level. This shall include any bankruptcy proceedings. In the event of any such litigation or court proceedings, both Parties hereby waive their respective rights to a jury trial.

11. **Governing Law and Venue.** This Agreement is governed by the laws of the State of Florida, regardless of conflict of law between jurisdictions. Any dispute or litigation arising out of this Agreement shall be brought in Hernando County, Florida.

12. **Counterparts.** This Agreement may be executed by all parties in multiple counterparts, each of which shall be deemed an original, but all such counterparts taken together shall constitute one and the same Agreement.

13. **Heirs and Assigns**. Wherever used herein, the terms "Grantor" and/or "Grantee" shall include the heirs, personal representatives, successors and/or assigns of the respective parties hereto; the use of the singular number shall include the plural, and the plural the singular; the use of any gender shall include all genders.

14. **Severability.** If any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions hereof shall not in any way be affected or impaired thereby.

15. **Notice.** Any written notice referenced in this Agreement is deemed delivered three (3) business days after the date the sender sends such written notice to the recipient by U.S. certified mail, return-receipt-requested at the address shown above, or any changed address as provided for herein. It is the responsibility of each Party hereto to notify the other in writing of any change in address.

[Signatures Begin on Next Page]

IN WITNESS WHEREOF, the Parties hereto have caused this Land Use Restriction Agreement to be executed, the day and year first above written.

ATTEST: By: _____ Doug Chorvat Jr., Clerk and Comptroller	HERNANDO COUNTY, a political subdivision of the State of Florida: By: _____ Brian Hawkins, Chairman Hernando County Board of County Commissioners APPROVED AS TO FORM AND LEGAL SUFFICIENCY: By: Michael Cowan County Attorney's Office

WITNESS: Signature: _____ Print name: _____ Address: _____ _____ WITNESS: Signature: _____ Print name: _____ Address: _____ _____	MID FLORIDA COMMUNITY SERVICES, INC DBA, YOU THRIVE, FLORIDA: By: _____ Name: _____ Title: _____

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me by means of ( ) physical presence or ( ) online notarization, this_____by_____, as _____for Grantee. He/she is personally known to me or has produced_____ _____as identification.

Notary Signature _____

(NOTARY SEAL)

_____
Name of Notary – Typed, Printed or Stamped

_____
Notarial Serial Number

SELECTION CRITERIA: expledgr.key_orgn='35051'
ACCOUNTING PERIOD: 11/25

SORTED BY: FUND,DEPARTMENT,1ST SUBTOTAL,ACCOUNT
TOTALED ON: FUND,DEPARTMENT,1ST SUBTOTAL
PAGE BREAKS ON: FUND,DEPARTMENT

FUND-1271 ST HOUSING INIT PRTNRSHP
DEPARTMENT-35051 SHIP GRANT - HOUSING AUTH
1ST SUBTOTAL-510 * PERSONAL SERVICES

ACCOUNT	- - - - - TITLE - - - - -	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/ BUD
5101200	SALARIES & WAGES-REGULAR	44,000.00	.00	.00	.00	44,000.00	.00
5102100	FICA TAXES-MATCHING	3,500.00	.00	.00	.00	3,500.00	.00
5102200	RETIREMENT CONTRIBUTIONS	2,000.00	.00	.00	.00	2,000.00	.00
5102300	LIFE & HEALTH INSURANCE	20,200.00	.00	.00	.00	20,200.00	.00
5102400	WORKERS COMP PREMIUMS	150.00	.00	.00	.00	150.00	.00
	TOTAL * PERSONAL SERVICES	69,850.00	.00	.00	.00	69,850.00	.00
1ST SUBTOTAL-530 * OPERATING EXPENSES							
5303419	CONTR SRV-HOMEBUYER CLAS	25,000.00	.00	.00	.00	25,000.00	.00
5303420	CONTR SRV-SHIP ADMIN CHR	115,800.00	17,700.00	12,500.00	32,784.27	70,515.73	39.11
5303421	CONTR SRV-OWNR OCC REHAB	1,205,025.00	223,892.00	64,534.55	1,085,111.56	55,378.89	95.40
5303422	CONTR SRV-DPA-EXISTING	750,000.00	145,350.00	.00	759,519.16	-9,519.16	101.27
5303424	CONTR SRV-MULTI-FAM HOUS	440,000.00	.00	.00	.00	440,000.00	.00
5303482	CONTR SRV-DPA-CONSTRUCTN	440,000.00	.00	.00	166,745.00	273,255.00	37.90
5303490	CONTR SRV-EMERGENCY RPRS	550,000.00	74,712.00	.00	469,742.00	80,258.00	85.41
5303493	CONTR SVC-SPECIAL NEEDS	350,000.00	.00	.00	.00	350,000.00	.00
5303498	CONSTR SRV-NP CONSTRUCT	275,000.00	.00	.00	50,000.00	225,000.00	18.18
5303499	CONTR SRV- DISASTER	475,500.00	7,920.00	.00	46,721.62	428,778.38	9.83
5304001	TRAVEL & PER DIEM	500.00	.00	.00	.00	500.00	.00
5304004	TRAVEL & PER DIEM-CLASS	2,000.00	.00	.00	.00	2,000.00	.00
5304701	PRINTING & BINDING	3,000.00	.00	.00	.00	3,000.00	.00
5304902	ADVERTISING-OTHER	1,500.00	.00	.00	86.15	1,413.85	5.74
5304934	FEES/COSTS-ADMIN	500.00	.00	.00	.00	500.00	.00
5304965	FEES / COSTS-NEW HIRES	150.00	.00	.00	.00	150.00	.00
5304978	FORGIVEN DEBT ON A/R	.00	.00	.00	15.00	-15.00	.00
5305101	OFFICE SUPPLIES	750.00	.00	.00	167.58	582.42	22.34
5305201	OPERATING SUPPLIES	2,000.00	.00	.00	206.89	1,793.11	10.34
5305221	OPER SUPP-CMPTR SOFTWARE	2,000.00	.00	.00	148.86	1,851.14	7.44
5305274	UNCAP EQUIP-TECH	2,750.00	.00	.00	2,172.53	577.47	79.00
5305402	DUES AND MEMBERSHIPS	1,000.00	.00	.00	250.00	750.00	25.00
5305506	EDUC-TRAINING & TUITION	3,000.00	.00	.00	.00	3,000.00	.00
	TOTAL * OPERATING EXPENSES	4,645,475.00	469,574.00	77,034.55	2,613,670.62	1,954,769.83	57.92
1ST SUBTOTAL-590 * NON-OPERATING EXPENSES							
5909910	BUDGET RES FOR CONTINGNC	4,526,716.00	.00	.00	.00	4,526,716.00	.00
	TOTAL * NON-OPERATING EXPENSE	4,526,716.00	.00	.00	.00	4,526,716.00	.00
1ST SUBTOTAL-591 *TRANSFERS TO OTHER FUNDS							
5910011	TRNSF-GENERAL FUND (0011	50,000.00	.00	.00	.00	50,000.00	.00
	TOTAL *TRANSFERS TO OTHER FUN	50,000.00	.00	.00	.00	50,000.00	.00
	TOTAL SHIP GRANT - HOUSING AU	9,292,041.00	469,574.00	77,034.55	2,613,670.62	6,601,335.83	28.96
	TOTAL ST HOUSING INIT PRTNRSH	9,292,041.00	469,574.00	77,034.55	2,613,670.62	6,601,335.83	28.96

SELECTION CRITERIA: expledgr.key_orgn='35051'
ACCOUNTING PERIOD: 11/25

SORTED BY: FUND,DEPARTMENT,1ST SUBTOTAL,ACCOUNT
TOTALED ON: FUND,DEPARTMENT,1ST SUBTOTAL
PAGE BREAKS ON: FUND,DEPARTMENT

FUND-1271 ST HOUSING INIT PRTNRSHP
DEPARTMENT-35051 SHIP GRANT - HOUSING AUTH
1ST SUBTOTAL-591 *TRANSFERS TO OTHER FUNDS

ACCOUNT - - - - - TITLE - - - - -	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/ BUD
TOTAL REPORT	9,292,041.00	469,574.00	77,034.55	2,613,670.62	6,601,335.83	28.96

HERNANDO CO BOARD OF CO COMMISSIONERS
EXPENDITURE STATUS REPORT

SELECTION CRITERIA: expledgr.key_orgn='35051'
ACCOUNTING PERIOD: 11/25

SORTED BY: FUND,DEPARTMENT,1ST SUBTOTAL,ACCOUNT
TOTALED ON: FUND,DEPARTMENT,1ST SUBTOTAL
PAGE BREAKS ON: FUND,DEPARTMENT

FUND-1271 ST HOUSING INIT PRTNRSHP
DEPARTMENT-35051 SHIP GRANT - HOUSING AUTH
1ST SUBTOTAL-510 * PERSONAL SERVICES

ACCOUNT	- - - - - TITLE - - - - -	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/ BUD
5101200	SALARIES & WAGES-REGULAR	44,000.00	.00	.00	.00	44,000.00	.00
5102100	FICA TAXES-MATCHING	3,500.00	.00	.00	.00	3,500.00	.00
5102200	RETIREMENT CONTRIBUTIONS	2,000.00	.00	.00	.00	2,000.00	.00
5102300	LIFE & HEALTH INSURANCE	20,200.00	.00	.00	.00	20,200.00	.00
5102400	WORKERS COMP PREMIUMS	150.00	.00	.00	.00	150.00	.00
	TOTAL * PERSONAL SERVICES	69,850.00	.00	.00	.00	69,850.00	.00
1ST SUBTOTAL-530 * OPERATING EXPENSES							
5303419	CONTR SRV-HOMEBUYER CLAS	25,000.00	.00	.00	.00	25,000.00	.00
5303420	CONTR SRV-SHIP ADMIN CHR	115,800.00	17,700.00	12,500.00	32,784.27	70,515.73	39.11
5303421	CONTR SRV-OWNR OCC REHAB	1,205,025.00	223,892.00	64,534.55	1,085,111.56	55,378.89	95.40
5303422	CONTR SRV-DPA-EXISTING	750,000.00	145,350.00	.00	759,519.16	-9,519.16	101.27
5303424	CONTR SRV-MULTI-FAM HOUS	440,000.00	.00	.00	.00	440,000.00	.00
5303482	CONTR SRV-DPA-CONSTRUCTN	440,000.00	.00	.00	166,745.00	273,255.00	37.90
5303490	CONTR SRV-EMERGENCY RPRS	550,000.00	74,712.00	.00	469,742.00	80,258.00	85.41
5303493	CONTR SVC-SPECIAL NEEDS	350,000.00	.00	.00	.00	350,000.00	.00
5303498	CONSTR SRV-NP CONSTRUCT	275,000.00	.00	.00	50,000.00	225,000.00	18.18
5303499	CONTR SRV- DISASTER	475,500.00	7,920.00	.00	46,721.62	428,778.38	9.83
5304001	TRAVEL & PER DIEM	500.00	.00	.00	.00	500.00	.00
5304004	TRAVEL & PER DIEM-CLASS	2,000.00	.00	.00	.00	2,000.00	.00
5304701	PRINTING & BINDING	3,000.00	.00	.00	.00	3,000.00	.00
5304902	ADVERTISING-OTHER	1,500.00	.00	.00	86.15	1,413.85	5.74
5304934	FEES/COSTS-ADMIN	500.00	.00	.00	.00	500.00	.00
5304965	FEES / COSTS-NEW HIRES	150.00	.00	.00	.00	150.00	.00
5304978	FORGIVEN DEBT ON A/R	.00	.00	.00	15.00	-15.00	.00
5305101	OFFICE SUPPLIES	750.00	.00	.00	167.58	582.42	22.34
5305201	OPERATING SUPPLIES	2,000.00	.00	.00	206.89	1,793.11	10.34
5305221	OPER SUPP-CMPTR SOFTWARE	2,000.00	.00	.00	148.86	1,851.14	7.44
5305274	UNCAP EQUIP-TECH	2,750.00	.00	.00	2,172.53	577.47	79.00
5305402	DUES AND MEMBERSHIPS	1,000.00	.00	.00	250.00	750.00	25.00
5305506	EDUC-TRAINING & TUITION	3,000.00	.00	.00	.00	3,000.00	.00
	TOTAL * OPERATING EXPENSES	4,645,475.00	469,574.00	77,034.55	2,613,670.62	1,954,769.83	57.92
1ST SUBTOTAL-590 * NON-OPERATING EXPENSES							
5909910	BUDGET RES FOR CONTINGNC	4,526,716.00	.00	.00	.00	4,526,716.00	.00
	TOTAL * NON-OPERATING EXPENSE	4,526,716.00	.00	.00	.00	4,526,716.00	.00
1ST SUBTOTAL-591 *TRANSFERS TO OTHER FUNDS							
5910011	TRNSF-GENERAL FUND (0011	50,000.00	.00	.00	.00	50,000.00	.00
	TOTAL *TRANSFERS TO OTHER FUN	50,000.00	.00	.00	.00	50,000.00	.00
	TOTAL SHIP GRANT - HOUSING AU	9,292,041.00	469,574.00	77,034.55	2,613,670.62	6,601,335.83	28.96
	TOTAL ST HOUSING INIT PRTNRSH	9,292,041.00	469,574.00	77,034.55	2,613,670.62	6,601,335.83	28.96

SELECTION CRITERIA: expledgr.key_orgn='35051'
ACCOUNTING PERIOD: 11/25

SORTED BY: FUND,DEPARTMENT,1ST SUBTOTAL,ACCOUNT
TOTALED ON: FUND,DEPARTMENT,1ST SUBTOTAL
PAGE BREAKS ON: FUND,DEPARTMENT

FUND-1271 ST HOUSING INIT PRTNRSHP
DEPARTMENT-35051 SHIP GRANT - HOUSING AUTH
1ST SUBTOTAL-591 *TRANSFERS TO OTHER FUNDS

ACCOUNT - - - - - TITLE - - - - -	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/ BUD
TOTAL REPORT	9,292,041.00	469,574.00	77,034.55	2,613,670.62	6,601,335.83	28.96

STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM (SHIP)
NON-PROFIT CONSTRUCTION
DEFERRED LOAN AGREEMENT

This State Housing Initiatives Program (SHIP) Non-Profit Construction Deferred Loan Agreement (the Agreement) is made and entered into this 9th day of September, 2025, by and between **Hernando County, Florida,** a political subdivision of the State of Florida, located at 15470 Flight Path Drive, Brooksville, Florida 34604 (the County), and **Mid Florida Community Services, Inc., DBA You Thrive Florida,** a Florida Not for Profit Corporation, located at 820 Kennedy Boulevard, Brooksville, Florida 34601 (the Borrower).

ARTICLE I – PURPOSE

Section 1.1 Purpose: The purpose of this Agreement is to distribute to Borrower, SHIP funds awarded pursuant to Hernando County's Local Housing Assistance Plan (LHAP) and Section 420.9079, Florida Statutes (F.S.) for the purpose of financing the construction of (a) single-family home(s) described in Section 2.2 below and selling the single-family home(s) to (a) SHIP-approved applicant(s).

ARTICLE II – LOAN AMOUNT AND USE

Section 2.1 Loan Amount: The Borrower is awarded a total of $50,000.00 ("the Loan"). This amount will be funded upon issuance of (an) approved building permit(s) to begin construction and a completed construction application to Housing and Supportive Services of the proposed project.

Section 2.2 Use of Loan: The Borrower shall use the Loan solely for the purpose of financing, in part, the construction of (a) single-family home(s) at the following location(s):

Address(es): **16077 Melbourne Street, Brooksville, Florida 34604**

Legal Description(s): **TANGERINE ESTATES BLK N LOT #15**

The Borrower shall sell the single-family home(s) to (a) SHIP-approved applicant(s) meeting the definition of very-low-income or low-income household set forth in Section 420.9071(30), F.S. Should the single-family home(s) constructed utilizing SHIP funds be sold within the thirty (30)-month Loan period, the Loan will be forgiven by the County. Notwithstanding Section 2.8 below, if the single-family home(s) utilizing SHIP funds is/are not sold within the thirty (30)-month Loan period to (a) SHIP-approved applicant(s), the Borrower shall repay the Loan immediately upon expiration of the thirty (30)-month Loan period, unless otherwise agreed to in writing by the County in the County's sole discretion. Upon the expiration of the thirty (30)-month Loan period, the Borrower shall return to the County any SHIP funds not utilized in constructing the single-family home(s) during the thirty (30)-month Loan period.

Section 2.3 The Borrower shall ensure that the single-family home(s) constructed with the SHIP Loan funds remain affordable to very-low-income or low-income households and meet the objectives and requirements of the SHIP statutes and Hernando County's SHIP LHAP. Affordable for this agreement is defined as identified in Hernando County's Local Housing Assistance Plan (LHAP), Hernando County Housing Ordinance, and Section 420.9079, Florida Statutes (F.S.). The sale price of any single-family home constructed by Borrower utilizing Loan funds shall be reduced dollar-for-dollar by the amount of the Loan funds utilized by Borrower in constructing the single-family home. The failure to do so will

result in the Borrower having to repay the Loan to the County, together with interest at the maximum legal rates in existence at the time the Loan is first distributed to the Borrower.

Section 2.4 The Borrower shall submit receipts detailing how funding for construction of the unit identified in Section 2.2 was utilized prior to the second closing.

Section 2.5 The Borrower shall upon closing submit documentation showing implementation of all green, energy efficient materials per Hernando County's SHIP LHAP and Hernando County Standards for: HOME, CDBG and SHIP For New Construction, Re-Construction, and Rehabilitation Projects.

Section 2.6 The Borrower shall provide Housing and Supportive Services with a certificate of occupancy prior to second closing for the property identified in Section 2.2.

Section 2.7 The Borrower shall provide the county with all needed documentation to ensure that the requirements of the agreement have been met within the 30-month period. The failure to do so will result in the Borrower having to repay the Loan to the County, together with interest at the maximum legal rates in existence at the time the Loan is first distributed to the Borrower.

Section 2.8 The Loan shall be made to the Borrower at zero percent interest (0%) for a term of thirty (30) months. The above-described property shall remain "Affordable" as defined in Section 420.9071, F.S., and for use by a household as defined in Section 420.9071(30), F.S., at the time of purchase.

Section 2.9 The Borrower shall place a sign at construction sites supported under this award displaying the Hernando County logo in a manner that informs the public that the project is funded in part or wholly by Hernando County. The sign must be placed in a visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period. If the County logo is displayed along with the logos of other participating entities, the County logo must not be displayed in a manner that implies the county itself is conducting the project.

Section 2.10 The Borrower agrees to notify the Housing and Supportive Services Department in writing of public or media events publicizing the accomplishment of significant events related to construction projects as a result of this agreement and provides the opportunity for attendance and participation by county staff with at least a (10) working day notice.

ARTICLE III – DISBURSEMENTS

Section 3.1 Disbursement of Loan Funds. The County will only disburse funds under this Agreement when the Borrower submits documentary evidence that (a) building permit(s) has(have) been issued for construction of the single-family home(s) on the site(s) described in Section 2.2 above.

Section 3.2 Disbursement Limitations. In no event will the County ever be required to disburse funds more than the Loan unless expressly provided otherwise in this Agreement.

Section 3.3 Disbursement Without Prejudice. Any disbursement made by the County to the Borrower shall be without prejudice to the County's rights later to challenge the propriety of the Borrower's claimed costs or expenses.

Section 3.4 Withholding Disbursements. If the Borrower fails to perform any obligation under this Agreement and the failure has not been cured within ten (10) days following oral or written notice from the County, the County may, without penalty and in its sole discretion and upon written notice to the

Borrower, withhold further disbursements until such failure to perform is cured. This right to withhold disbursements is in addition to all other rights and remedies the County may have available to it under this Agreement or under law.

ARTICLE IV – REPORTS AND RECORDKEEPING

Section 4.1 Records Retention; Review. The Borrower shall maintain records and accounts, including property, personnel and financial records, contractual agreements, subcontracts, proof of required insurance, and any other records related to or resulting from the activities performed under this SHIP agreement to ensure proper accounting and monitoring of all grant funds. The County may monitor all funding sources, including but not limited to Program overfunding. In the event, the County determines that such records are not being adequately maintained by the Project Sponsor, the County may cancel this SHIP agreement in accordance with Articles IV and V herein.

With respect to all matters covered by this SHIP agreement, records will be made available for examination, audit, inspections or copying purposes at any time during normal business hours and as often as the County may require. Borrower will permit same to be examined and excerpts or transcriptions made or duplicated from such records, and audits of all contacts, invoices, materials, records of personnel and of employment and other data relating to all matters covered by this SHIP Agreement.

The Borrower shall retain all records and supporting documentation applicable to this SHIP Agreement for inspection for 6 years after the copy is in receipt of the Certificate of Occupancy on the project. If any litigation, claim, negotiation, audit, monitoring, inspection, or other actions has been started before the expiration of the required record retention period, records must be trained until completion of the action and resolution of all issued which arise from it, or the end of the required period, whichever is later. The retention period starts from the Date in which the activities are described in Article II are reported on for the final time rather than from the date of submission of the final expenditure report for the award.

The Borrower agrees to be financially and legally responsible for any audit exceptions or other irregularities in its performance or recordkeeping, including, but not limited to, impermissible or unauthorized use of the Loan funds. This section shall survive termination of this Agreement.

ARTICLE V – NOTICES

Section 5.1 Notices. Any notice required or permitted to be made under this Agreement may be given personally, by facsimile, or by first-class, registered, or certified mail. A notice personally delivered to the other party is deemed given upon proper delivery. A notice sent by first-class, registered, or certified mail is deemed given three (3) days after mailing, if properly addressed and having proper postage. Notices delivered by facsimile shall be deemed to have been given on the date of transmission if received during the recipient's business day. Notices delivered by facsimile and received on other than the recipient's business day shall be deemed received on the recipient's next business day. E-mail addresses, if listed in this Agreement, are only for convenience and not for notice purposes.

ARTICLE VI – INSURANCE

Section 6.1 Professional Legal Liability. The Borrower will maintain professional legal liability or professional errors and omissions coverage appropriate to the Borrower's profession. The coverage will have a limit of not less than One Million Dollars ($1,000,000.00) per occurrence. The coverage will apply to liability for a professional error, act or omission arising out of the Borrower's services under the

Agreement. The coverage will not exclude bodily injury or property damage. The coverage will not exclude hazards related to the work rendered as part of the Agreement or within the scope of the Borrower's services under the Agreement, including testing, monitoring, measuring operations or laboratory analysis where such services are rendered under the Agreement.

Section 6.2 Worker' Compensation and Employer Liability. The Borrower will maintain workers' compensation insurance as required by Florida Statutes and will provide evidence of coverage to the County. If the Contract is for over $50,000, then the Borrower will also maintain employer's liability coverage with a limit of not less than One Million Dollars ($1,000,000.00) not excluding bodily injury or property damage. The coverage will not exclude hazards related to the work rendered as part of the Agreement or within the scope of the Borrower's services under the Agreement, including testing, monitoring, measuring operations or laboratory analysis where such services are rendered under the Agreement.

Section 6.3 Commercial General Liability. The Borrower will maintain commercial general liability coverage for bodily injury, personal injury, and property damage, subject to a limit of not less than One Million Dollars ($1,000,000.00) per occurrence. The general aggregate limit will apply separately to the Agreement and be not less than Two Million Dollars ($2,000,000.00). The Borrower will provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of the Agreement. Specialized forms specific to the industry of the Borrower will be deemed equivalent, provided coverage is no more restrictive than would be provided under a standard commercial general liability policy, including contractual liability coverage.

Section 6.4 Miscellaneous Insurance Provisions.

A. The insurance limits established by this article are not intended to indicate the Borrower's exposure, nor are they limitations of the Borrower's indemnification duties. This article shall survive termination of this Agreement.
B. The policy shall be endorsed, and the Certificates of Insurance shall reflect that the County, its officers, officials, employees, agents, and representatives, are an additional insured with respect to activities under the Agreement, and the policy will contain no special limitations on the scope of protection afforded to the County, its officers, officials, employees, agents, and representatives as an additional insured.
C. The Certificates will, at a minimum, list limits of liability and coverage. The Borrower will furnish the County with properly executed Certificates of Insurance or a signed policy endorsement, including the additional insured provision, which will clearly evidence all insurance required in this article, before work under this Agreement shall commence, but no later than ten (10) days after the effective date of this Agreement. Acceptable forms of evidence are the endorsement pages of the policy showing the County as an additional insured.
D. The Borrower will maintain all required policies in force from the time services commence until services are completed. The Borrower will provide a current or updated copy of all insurance policies specified in the Agreement upon the request of the County. Certificates, policies, and endorsements scheduled to expire before completion of services will be renewed before expiration. The Certificates will provide that the underlying insurance contract may not be canceled or allowed to expire, except on thirty (30) days prior written notice to the County. Any Certificate or endorsement limiting or negating the insurer's obligation to notify the County of cancellation or changes must be amended to negate the intent of this provision. Written notice of cancellation or change must be delivered to the County as set forth in Section 5.1 above.
E. If the Borrower's liability coverage is written as a claims-made policy, then the Borrower must evidence the purchase of an extended-reporting period or "tail" coverage for a three (3)-year period after completion of the services.

F. The Borrower's liability insurance provisions will be primary with respect to any insurance or self-insurance programs covering the County, its elected and appointed officers, officials, employees, agents, and representatives,
G. Any failure to comply with reporting provisions of the policies will not affect coverage provided to the County, its officers, officials, employees, agents, or representatives.
H. The Borrower's insurance will apply separately to each insured against whom claim is made or suit is brought subject to the limits of the insurer's liability. The Borrower will include all subcontractors as insurers under its policies or will furnish separate Certificates and endorsements for each subcontractor. All coverage for subcontractors will be subject to all the requirements stated in these provisions.

ARTICLE VII – INDEMNIFICATION

Section 7.1 Indemnification. To the fullest extent permitted by law, the Borrower shall indemnify, defend and hold harmless the County and the Hernando Board of County Commissioners (BOCC), and all County officials, officers, employees, agents and each of them, from and against all claims in any way resulting from or arising out of the performance of this Agreement, whether such claims arise from the actual or alleged acts, errors or omissions of the Borrower, its subcontractors, third parties, the County or the BCC or anyone directly or indirectly employed or supervised by any of them or anyone for whose acts, errors or omissions any of them may be liable. "Claim" means any loss, claim, suit, action, liability, damage or expense of any kind or nature whatsoever, including, but not limited to, attorneys' fees and costs, attributable to personal or bodily injury, sickness, disease, or death, or to injury to or destruction of property, including the loss of use resulting therefrom.

Section 7.2 Borrower's Duty to Indemnify. The Borrower's duty to indemnify, defend and hold harmless includes, but is not limited to, claims by the Borrower or any subcontractor's officers, employees, or agents. The Borrower's duty, however, does not extend to claims arising from the sole negligence or willful misconduct of the County, or of the officials, officers, employees, agents or representatives of the County or the BCC.

ARTICLE VIII – NONDISCRIMINATION AND LEGAL COMPLIANCE

Section 8.1 Nondiscrimination. The Borrower shall not discriminate against any employee or applicant for employment, or program participant or program participant applicant, on account of race, color, sex, religion, national origin, creed, marital status, age, or disability.

Section 8.2 Compliance with Laws. The Borrower and its officials, officers, employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, regulations, rules, and policies. The County shall have no obligation to ensure such compliance.

ARTICLE IX – TERMINATION

Section 9.1 Termination for Loss of Funding. The County shall have the right to terminate this Agreement upon advance written notice if the funds relied upon for the SHIP Loan Program are terminated, suspended, or otherwise lost or impaired in whole or in part.

Section 9.2 Termination for Convenience. Either party may terminate this Agreement for convenience upon giving the other party at least thirty (30) days advance written notice. In the event of termination by the County under this Section 9.2, the Borrower will be entitled to payment only for those expenses and costs reasonably and actually incurred prior to the effective date of the termination.

Section 9.3 Termination for Default. If either party defaults in its performance under this Agreement, the non-defaulting party may give the defaulting party written notice that it has thirty (30) days in which to cure the default. If the default is not cured within thirty (30) days of notice, the non-defaulting party may terminate the Agreement. In the event of such termination, the non-defaulting party shall have all rights and remedies available to it under law.

ARTICLE X – MISCELLANEOUS

Section 10.1 Effective Date. This Agreement shall become effective upon the date of execution by both parties.

Section 10.2 Permissible-Use Warranty. The Borrower warrants that its planned and actual uses of the Loan constitute permissible uses for SHIP funds as established by Florida Statutes. This section shall survive termination of this Agreement.

Section 10.3 Organizational-Status Warranty. The Borrower warrants that it is duly organized, existing and in good standing under the laws of the State of Florida.

Section 10.4 Relationship of Parties. This Agreement, and the Borrower's and the County's activities under it, shall not be construed as creating any kind of partnership or joint venture, nor shall it be construed as creating any kind of independent contractor, agency or employment relationship between the Borrower and the County.

Section 10.5 Assignment. The Borrower shall not assign any of its rights or delegate any of its duties under this Agreement without the prior express written consent of the County, which may be granted or refused in the County's sole discretion.

Section 10.6 No Third-Party Rights. This Agreement is entered into by the parties solely for their own benefit and it creates or grants no rights of any kind in any other party.

Section 10.7 Governing Law; Venue; Jurisdiction; Waiver of Jury Trial; Attorneys' Fees and Costs. This Agreement shall be governed by the laws of the State of Florida. In the event of a legal proceeding, venue shall be only in a court of competent jurisdiction in Hernando County, Florida. Each party hereby consents to the personal jurisdiction of the courts of the State of Florida, Hernando County. The parties hereby waive their right to trial by jury in any claim, action, litigation or proceeding arising out of this Agreement. In the event of any litigation or enforcement involving the terms and provisions of this Agreement through court proceedings or other action, each party shall be responsible for paying its own attorneys' fees and costs regardless of the outcome of such litigation or action. This section shall survive termination of this Agreement.

Section 10.8 Waiver. No term or condition of this Agreement shall be deemed waived unless such waiver is expressly agreed to in writing by the party granting the waiver. In addition, waiver of any breach of this Agreement shall not be deemed a waiver of any prior or subsequent breach.

Section 10.9 Amendment. This Agreement can be amended only by a writing executed by the parties.

Section 10.10 Entire Agreement. The parties acknowledge that this Agreement is the complete expression of their agreement regarding the subject matter of this Agreement. Any oral or written representations or understandings not incorporated into this Agreement are specifically excluded.

Section 10.11 Headings. The headings in this Agreement are for convenience only and shall not be deemed to affect the meaning of its provisions.

Section 10.12 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, such invalidity shall not affect the validity of the remaining provisions that can be given effect without the invalid provision, provided that the underlying intent of the parties can still be given effect.

Section 10.13 Signature Authority. Each person signing this Agreement on behalf of a party warrants that he or she has full authority to sign this Agreement on that party's behalf.

Section 10.14 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall be deemed one agreement. Each counterpart may be executed and delivered by facsimile or e-mail to the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement, by and through their duly authorized representatives, on the respective dates below.

ATTEST:

for Heidi Prause, Deputy Clerk
Douglas A. Chorvat, Jr.
Clerk of the Circuit Court & Comptroller

SEAL

Approved as to Form and Legal Sufficiency.

Michael Cowan
County Attorney's Office

HERNANDO COUNTY, FLORIDA,
a *political subdivision of the State of Florida*

By: _____
Brian Hawkins, Chair
Board of County Commissioners

Date: 9-11-2025

Witness

Witness

MID FLORIDA COMMUNITY SERVICES, INC., DBA You Thrive Florida
a Florida Not for Profit Corporation

By: _____
Richard Sanvenero

Date: 9/8/25

LAND USE RESTRICTION AGREEMENT
TO ENSURE OWNER-OCCUPIED AFFORDABLE HOUSING
PURSUANT TO CH. 420, FLA. STAT.

ON THIS 9th DAY OF September, 2025 ("Effective Date"), this Land Use Restriction Agreement is made by Hernando County, Florida, a political subdivision of the State of Florida, whose address is 15470 Flight Path Drive, Brooksville, Florida 34604, ("Grantor"), and You Thrive, Florida, Inc, a Florida not for profit corporation, whose address is 820 Kennedy Boulevard, Brooksville, FL 34601, ("Grantee") (each a "Party" and collectively, the "Parties"):

WITNESSETH

WHEREAS, Grantor agreed to convey to Grantee that certain parcel of real property located in Hernando County, Florida and more particularly described as, **Lot 15, Block N, Tangerine Estates, according to the map or plat thereof as recorded in Plat Book 6, page 70, Public Records of Hernando County, Florida. Parcel Number: R12 223 18 3660 00N0 0150** incorporated herein by this reference (the "Property); and

WHEREAS, the Parties' intent and objective is to ensure that the Property remain "affordable" as defined in Fla. Stat. § 420.602(3) (2024), and is owner-occupied, for no less than thirty (30) years from the Effective Date.

NOW, THEREFORE, for and in consideration of $10.00 and other valuable considerations, including the Property, the receipt and sufficiency of which is hereby conclusively acknowledged, the Parties agree as follows:

1. **Development Restriction**. Grantee shall construct on the Property one (1) single family affordable housing unit designed to serve an individual or families with a household income at or below fifty percent (50%) of the area median income (AMI) at the time of purchase for a period of thirty (30) years (the "Development"). Grantee shall fully develop the Property in accordance with this Section within **thirty (30) months** of the Effective Date. Grantee shall keep Grantor apprised of the status of the Development and shall notify Grantor once the Development has been fully constructed (the "Notice of Completion").

Upon receipt of the Notice of Completion from Grantee, Grantor shall have thirty (30) days to either: (i) notify Grantee, in writing, that the Development has been completed to its full satisfaction (the "Notice of Satisfaction"); or (ii) notify Grantee of the specific reasons why the Development has not been completed to its full satisfaction. The Notice of Satisfaction shall be given in a recordable format and shall be recorded in the Public Records of Hernando County by Grantee at Grantee's sole cost and expense.

2. **Conveyance Restriction.** Unless conveying the Property to Grantor (or unless the Property reverts to Grantor), Grantee shall convey the Property and the Development thereon only families or individuals who, at the time of conveyance, have a household income at or below fifty percent (50%) of the area median income (AMI) for Hernando County, as published by the Department of Housing and Urban Development ("qualified owner").

3. **Use Restriction**. Commencing on the date that the Notice of Satisfaction has been recorded, any owner of the Property (or any part thereof) other than the Grantor and Grantee shall be a qualified owner as defined in paragraph 2 above. These use restrictions shall run with the Property (or any portion thereof) and continue for a period of thirty (30) years after the Effective Date. Grantor may seek any remedies available under Florida law to enforce this restriction.

4. **Reverter.** If Grantee violates Sections 1, 2, 3 or 5, or any or all of them, and said violation(s) remain(s) uncured thirty (30) days after written notice by Grantor, the estate granted to the Grantee by the Statutory Deed executed by the Grantor on even date herewith shall automatically and immediately terminate, and all right, title and interest in and to the Property shall thereupon revert to the Grantor, pursuant to Fla. Stat. § 689.18(5) (2024). In such event, all the monetary investments and improvements made to the Property shall be forfeited without any compensation or right to compensation whatsoever.

5. **Required Reverter Clause, Deed to Subsequent Owner.** Grantee shall include the following reverter clause in any deed, and attach as Exhibit "A" the original Statutory Deed and original LURA (defined below) to such deed that conveys the Property to any subsequent owner:

> "The property herein is conveyed in fee simple determinable and is subject to reversion. The said property (or any part thereof) shall be restricted to the ownership or occupancy of families or individuals who, at the time of conveyance, have a household income at or below fifty percent (50%) of the area median income (AMI) for Hernando County, as published by the Department of Housing and Urban Development ("qualified owner"). Grantee may convey the property only to a qualified owner. These use restrictions shall run with the property (or any portion thereof) and be binding upon any subsequent owner and continue for a period of thirty (30) years after the Effective Date of the Statutory Deed that is attached hereto as Exhibit "A" and which is recorded in Hernando County, Florida ("original Statutory Deed"). Grantee is bound by the use restrictions and reverter provision in Sections 3 and 4 of the Land Use Restriction Agreement pertaining to the property executed on even date with the said Statutory Deed ("original LURA"), and which is recorded in Hernando County, Florida. Any subsequent conveyance, of any kind, of the property shall be subject to the same said use restrictions and reverter provision. The Grantor named in the original Statutory Deed and original LURA may seek any remedies available under Florida law to enforce this restriction."

6. **Termination**. This Agreement shall remain in full force and effect for a period of thirty (30) years from the Effective Date, unless the Parties agree, in writing, to terminate this Agreement. To be effective, any such early termination of this Agreement shall be recorded in the Public Records of Hernando County, Florida. This Agreement shall not be modified, amended, or terminated without the express written consent of the Grantor.

7. **Effective Date; Covenant Running With Land; Recording.** The rights granted under this Agreement are vested and effective as of the Effective Date and shall continue unless and until extinguished as set forth herein. This Agreement and all the covenants and provisions thereof shall inure to the benefit of and be binding upon the heirs, legal representatives, successors, and assigns of Grantor and Grantee. Each provision of this Agreement shall be and constitutes a covenant running with the land. Either Party may re-record this Agreement as they desire in order to preserve the rights granted by this Agreement.

8. **Required Development Permits**. Nothing contained in this Agreement shall be construed as a guarantee or assurance that any local development permits which must be obtained will be approved or issued by Hernando County, or any other governmental agency.

9. **Construction.** The Parties acknowledge that with respect to the transactions contemplated herein: (A) each party and its counsel has reviewed and approved this Agreement and that no term, covenant or provision of this Agreement shall be construed by any court, government, governmental authority or arbitration panel against any party hereto by reason of such party's being deemed to have drafted or structured such term, covenant or provision; (B) neither party has received from the other any accounting, tax, legal or other advice; and (C) each party has relied solely on the advice of its own accounting, tax, legal and other advisors.

10. **Attorneys' Fees and Costs; Jury Trial**. In connection with any litigation or court proceedings arising out of this Agreement, each Party shall be responsible for its own attorneys' fees and costs incurred in the prosecution or defense of such action, or in any post judgment or collection proceedings and whether incurred before suit, at the trial level or at the appellate level. This shall include any bankruptcy proceedings. In the event of any such litigation or court proceedings, both Parties hereby waive their respective rights to a jury trial.

11. **Governing Law and Venue.** This Agreement is governed by the laws of the State of Florida, regardless of conflict of law between jurisdictions. Any dispute or litigation arising out of this Agreement shall be brought in Hernando County, Florida.

12. **Counterparts.** This Agreement may be executed by all parties in multiple counterparts, each of which shall be deemed an original, but all such counterparts taken together shall constitute one and the same Agreement.

13. **Heirs and Assigns**. Wherever used herein, the terms "Grantor" and/or "Grantee" shall include the heirs, personal representatives, successors and/or assigns of the respective parties hereto; the use of the singular number shall include the plural, and the plural the singular; the use of any gender shall include all genders.

14. **Severability.** If any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions hereof shall not in any way be affected or impaired thereby.

15. **Notice.** Any written notice referenced in this Agreement is deemed delivered three (3) business days after the date the sender sends such written notice to the recipient by U.S. certified mail, return-receipt-requested at the address shown above, or any changed address as provided for herein. It is the responsibility of each Party hereto to notify the other in writing of any change in address.

[Signatures Begin on Next Page]

IN WITNESS WHEREOF, the Parties hereto have caused this Land Use Restriction Agreement to be executed, the day and year first above written.

ATTEST: By: Heidi Pruse, Deputy Clerk Doug Chorvat Jr., Clerk and Comptroller BOARD OF COUNTY COMMISSIONERS HERNANDO COUNTY, FLORIDA SEAL	HERNANDO COUNTY, a political subdivision of the State of Florida: By: _____ Brian Hawkins, Chairman Hernando County Board of County Commissioners APPROVED AS TO FORM AND LEGAL SUFFICIENCY: By: Michael Cowan County Attorney's Office

WITNESS: Signature: Velma Burris Print name: Velma Burris Address: 621 W. Jefferson St Brooksville, FL 34601 WITNESS: Signature: Doris Cordero Print name: Doris Corden Address: 621 W. Jefferson St Brooksville, FL 34601	MID FLORIDA COMMUNITY SERVICES, INC DBA YOU THRIVE, FLORIDA: By: _____ Name: Richard Sanvenero Title: Director

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me by means of (V) physical presence or ( ) online notarization, this September 8, 2025 by Richard Sanvenero, as representative for Grantee. He/she is personally known to me or has produced DL 5515-740-63-016-0 as identification.

Doris Cordero
Notary Signature

Doris Corden
Name of Notary – Typed, Printed or Stamped

(NOTARY SEAL)

NOTARY PUBLIC STATE OF FLORIDA
DORIS N. CORDERO
MY COMMISSION # HH 462326
EXPIRES: November 7, 2027

_____
Notarial Serial Number

Board of County Commissioners

AGENDA ITEM

Meeting: 09/09/2025
Department: Utilities
Prepared By: Melissa Cosme
Initiator: Gordon Onderdonk
DOC ID: 16193
Legal Request Number:
Bid/Contract Number:

TITLE
Request by Willie Twiggs for Water and Sewer Connection Fee Extended Payment Plan for Property Located at 3335 Shoal Line Boulevard

BRIEF OVERVIEW
Willie Twiggs is requesting a payment plan for new commercial water/sewer connection fees associated with a 5/8" meter on Commercial Permit #1501987. The quoted amount determined by Hernando County Utilities is $9,350.00 for tap-in, connection and deposit fees. He is planning to construct a food court at 3335 Shoal Line Boulevard in Hernando Beach.

The County Code Chapter 28 Section 216(c) allows for connection fee payment plans for this type of use. Per the code, when private entities, serving apartments, mobile home parks or other commercial establishments under single ownership and/or control are required by a governmental agency to connect to the district utility system, the connection fees required by section 28-213 may be paid as a lump sum in accordance with this section, subsection (a)(1) or, if approved by the board, on an extended payment plan.

The extended payment plan shall require a down payment equal to twenty percent (20%) of the connection fee. The remainder shall be payable in equal monthly installments at an annual interest rate not to exceed what is authorized by Florida Statutes over a period of time not to exceed five (5) years. Monthly installments may be billed and paid separately or along with the monthly water and/or sewer service bills from department, or by use of pre-issued monthly coupons or billing statements.

The payment plan proposed for Willie Twiggs would require an initial payment of 20% of the total amount due upfront. The remaining balance will be divided into equal monthly payments over a twelve-month period. Mr. Twiggs has signed a letter agreeing to these terms.

FINANCIAL IMPACT
No financial impact as the connection fee will be paid within a 12-month period.

LEGAL NOTE
The Board is authorized to act on this matter pursuant to Section 28-216(c), Hernando County Code of Ordinances and Chapter 125, Florida Statutes.

RECOMMENDATION
It is recommended that the Board allow Willie Twiggs to pay the water and sewer connection fee per the extended payment plan as outlined above.

REVIEW PROCESS

Katrina Tejera	Approved	07/21/2025	8:43 AM
Grace Sheppard	Approved	07/21/2025	9:24 AM

Gordon Onderdonk	Approved	07/22/2025 12:27 PM
Albert Bertram	Approved	07/22/2025 1:13 PM
Pamela Hare	Approved	07/23/2025 12:43 PM
Michael Cowan	Disapprove	07/28/2025 4:00 PM
Katrina Tejera	Approved	08/28/2025 1:13 PM
Grace Sheppard	Approved	08/28/2025 1:34 PM
Gordon Onderdonk	Approved	08/29/2025 10:15 AM
Albert Bertram	Approved	08/29/2025 11:08 AM
Pamela Hare	Approved	08/29/2025 4:02 PM
Michael Cowan	Approved	09/01/2025 10:09 AM
Heidi Prouse	Approved	09/02/2025 2:49 PM
Toni Brady	Approved	09/03/2025 9:16 AM
Jeffrey Rogers	Approved	09/03/2025 1:13 PM
Colleen Conko	Approved	09/03/2025 1:25 PM

RESULT: **ADOPTED**
MOVER: Ryan Amsler
SECONDER: Steve Champion
AYES: Hawkins, Campbell, Allocco, Amsler and Champion

UTILITIES DEPARTMENT
WATER ◆ WASTEWATER ◆ RECLAIMED WATER ◆ ENGINEERING ◆ CUSTOMER SERVICE
15365 CORTEZ BOULEVARD ◆ BROOKSVILLE, FLORIDA 34613
P 352.754.4037 ◆ F 352.754.4485 ◆ W www.HernandoCounty.us

June 26, 2025

Permit # 1501987

Frank DiCaro
12 S Main St
Brooksville, FL 34601
permitting@procivil360.com

Re Project: Willie Twiggs - Food Court
3335 Shoal Line Blvd

Dear Mr. DiCaro,

Hernando County Utilities Department staff has determined the connection, tap-in and deposit fees for the project.
The calculations for the water and sewer meter size are as follows:

Fee Type	Meter Size	Meter Factor	Connection	Tap In Fee	Deposit	Total
Water	**5/8"**	**1.0**	**$ 2,397.00**	**$ 1,015.00**	**$ 375.00**	
Sewer		**1.0**	**$ 5,563.00**			
TOTALS			**$ 7,960.00**	**$ 1,015.00**	**$ 375.00**	**$ 9,350.00**

Please remit payment in the amount of **$ 9,350.00** payable to HCUD.

Please sign and complete the enclosed service application. When submitting attach the address letter from Property Appraiser's Address Department, if the project is for multiple properties an address form will need to be submitted for each address.

Sincerely,

Sandra Arnold

Sandra Arnold | Commercial Account Specialist
Hernando County Utilities Department
15365 Cortez Boulevard, 1st Floor
Brooksville, FL 34613
P (352) 754-4037
Email: Commercialaccountspecialist@co.hernando.fl.us

Sec. 28-216. - Connection fee payment, revisions, expenditures and refunds.

(a) *Connection fee payment schedule.* Payment of connection fees shall be made upon commitment by the district for capacity, upon approval of a water and/or sewer service agreement, or concurrent with the issuance of building or remodeling permits by the Hernando County Development Department. Connection fees shall be paid either as a lump sum or in project phases as described below, or on an installment basis with monthly, quarterly, semi-annual or annual payments. For all connection fees paid on an installment basis, the installment period shall not exceed five (5) years.

(1) *Lump sum payment.* The connection fee payment amount shall be for the amount of sewer or water capacity committed to the project. Connection fees for all projects involving single buildings shall be paid fully upon receipt of the formal commitment. Payment of connection fees for any project may be made as a lump sum at the option of the applicant and shall be paid upon receipt of formal commitment. If an immediate expenditure of funds is not required by the county to provide service, an irrevocable letter of credit from a Florida bank or other security acceptable to the county attorney equal to one hundred (100) percent of the total connection fee may be acceptable, until a time specified by the county.

(2) *Project phase payments.* Connection fees for project phases shall be paid upon commitment for service by the district for the additional project phases. If an immediate expenditure of funds is not required by the district to provide service, an irrevocable letter of credit from a Florida bank or other security acceptable to the county attorney equal to one hundred (100) percent of the total connection fee may be acceptable, until a time specified by the county.

(3) *Installment payments.* In cases of financial need, the department may offer an installment payment plan to persons with a single-family home that must be connected to the county's systems as a result of well failure, water and/or sewer line extensions that require connection of existing properties, and/or by order of the health department or the Florida Department of Environmental Protection. The installment payments will be assessed and collected in the manner described in subsection 28-214(d)(6).

(b) *Connection fee revisions.* Any changes in regard to connection fees listed herein shall be by resolution of the Hernando County Water and Sewer District Board at a properly advertised board meeting in accordance with subsection 28-213(c)(2). Revised connection fees shall apply to commitments then in effect as follows:

(1) Commitments involving connection fees fully paid under the lump sum payment method shall not be affected by the revised fee schedule until expiration of the commitment. If a time extension is granted upon expiration of the commitment, additional applicable fees shall apply for all phases of the project for which construction plans have not been approved. The

applicant shall have the option of either paying the difference in connection fees for each project phase made after expiration of the original commitment or of having the remaining unused connection fee balance credited toward a revised number of prepaid connections.

(2) Commitments involving connection fees paid under the incremental payment method shall be revised in the following manner:

a. Down payments shall be credited in the same manner as lump sum payments described in subsection (b)(1) above.

b. Upon full utilization of the lump sum payment, connection fees for remaining units shall be based upon the connection fees in effect at the time application is made for a building permit.

(c) *Connection fee extended payment plan.* When private entities, serving apartments, mobile home parks or other commercial establishments under single ownership and/or control are required by a governmental agency to connect to the district utility system, the connection fees required by section 28-213 may be paid as a lump sum in accordance with this section, subsection (a)(1) or, if approved by the board, on an extended payment plan.

The extended payment plan shall require a down payment equal to twenty (20) percent of the connection fee. The remainder shall be payable in equal monthly installments at an annual interest rate not to exceed what is authorized by Florida Statutes over a period of time not to exceed five (5) years. Monthly installments may be billed and paid separately or along with the monthly water and/or sewer service bills from department, or by use of pre-issued monthly coupons or billing statements.

(d) *Connection fee expenditures.*

(1) Connection fees will be deposited in a separate fund and accounted for by water or sewer revenue and expense.

(2) All interest earned by the investments of monies in this fund will be deposited into this fund prorated to water or sewer per account balance.

(3) Connection fees may be expended district-wide.

(e) *Connection fees; non-refundable.* Except as otherwise required by law, connection fees paid to the department are not refundable.

(Ord. No. 2003-06, § 8, 3-25-03; Ord. No. 2005-20, § 7, 10-18-05; Ord. No. 2006-02, § 3, 2-14-06)

Sec. 28-214. - Point of connection; extension of service.

(a) *General.* The district reserves the right to establish the point of connection for all connections to district systems. In any such case, the district's determination shall be based on a balancing of the desires of an applicant for a particular point of connection for service as against costs incurred by or other effects on the district's ratepayers as a whole. Inefficiency and/or generalized or specific cost burdens on the ratepayers from use of a particular point of connection shall outweigh all but the most compelling of justifications presented by an applicant.

(b) *Extension of water and sewer service to new developments.*

(1) *Who shall design and construct.* The department shall determine which entity (the applicant or the department) shall design and construct the line extension to connect with the district system. The department shall not recommend, and the water and sewer district board shall not approve, agreements for service that would require existing district ratepayers to subsidize the cost of any portion of such extension, except to the extent of oversizing as provided in this section.

(2) *By applicant.* Upon request by the applicant, and approval by the department, the applicant may engage his engineer to design and construct the required line extension. Design and construction shall be in accordance with the appropriate policy, standards and specifications of the department and the district.

(3) *By department.* Upon request by the applicant, the department may cause to be constructed the necessary water and/or wastewater line extensions to the project. Upon receipt of said request, the department will advise the applicant of the estimated construction cost (to include engineering, legal and administrative costs) and the estimated time of completion. Payment of the estimated cost to the department will be required prior to initiating construction. Adjustment to the department, or the applicant, will be made based upon final construction costs.

(4) *Basis of extension size.* Water main extensions are to be sized based upon the most current American Water Works Association (AWWA) velocity standards for estimated maximum daily domestic water usage plus fire flows. Under no circumstances shall water transmission main extensions be less than eight-inch diameter. Sanitary force main extensions shall be sized based upon maintaining a velocity and a maximum velocity for design flow conditions which conforms to regulatory agency specifications or requirements. Gravity sanitary sewer extensions shall be a minimum of eight-inch diameter. For purposes of this requirement, the above criteria shall only apply to through streets, or other cases where future additional development is possible.

(c) *Oversizing.* Where the district requires oversizing for the purpose of serving future additional development, the applicant shall be so advised. All construction costs associated with oversizing shall be borne by the district. The cost of over-sizing may be credited against connection fees, and costs for oversizing in excess of connection fees may be paid to the applicant by the district upon completion of the project, or upon expenditure where so provided in an approved agreement between the applicant and the district. Costs of oversizing shall be based upon the incremental installed cost of the oversizing, based on actual bid quantities or costs of the contractor.

(d) *Extensions of water and sewer service to existing developments adjacent to district facilities.*

(1) Where service is requested by individual property owners, either residential or commercial, in areas adjacent to existing district facilities having adequate capacity, involving potential future customers in addition to those requesting service, department will determine the feasibility of constructing the necessary line extensions with payment for connection fees and cost of extension to be by lump sum, contractual installment payments, or special assessment, in accordance with applicable provisions of law.

(2) The department may determine whether the work will be done by department staff, or contracted out, based on the best interest of the district.

(3) Allocation of line extension costs shall be on a proportionate basis, in accordance with the anticipated flow associated with each benefitted property based on an equivalent residential unit, or front footage.

(4) If the proportionate ERU cost for the extension exceeds the corresponding connection fee component, the corresponding connection fee component will be replaced by the amount of the proportionate ERU cost of the extension.

For example: If the proportionate cost per ERU for a waterline extension is five hundred dollars ($500.00), and the corresponding ERU component of the connection fee is two hundred and ten dollars ($210.00) (based on a five-hundred-twenty-five-dollar water connection fee), the connection fee shall be reduced to three hundred fifteen dollars ($315.00) (five hundred twenty-five dollars ($525.00) less two hundred and ten dollars ($210.00)) and the five-hundred-dollar line extension cost added to the connection fee, for a total connection fee of eight hundred fifteen dollars ($815.00). Hook-up fee and any applicable deposit shall be in addition to the connection fee.

(5) If the proportionate ERU cost for the extension is less than or equal to the corresponding connection fee component, the existing connection fee will be assessed per ERU for each property connected to the extended facilities.

(6) If the proportionate cost per ERU exceeds the corresponding connection fee component, and there are up to one hundred (100) potential connections to the extended facilities, the department may enter into water and sewer service contracts with individual customers for payment of the line extension cost over and above the connection fee, hook-up fee and applicable deposit.

a. The customer will pay the hook-up fee and any applicable deposit prior to service connection, and at least twenty-five (25) percent of the remaining connection fee less the proportionate extension cost.

b. The department may provide an installment payment plan to customers for the balance due, payable in equal monthly installments, with interest not to exceed the interest rate authorized by Florida Statutes, amortized over a period not to exceed two (2) years, or twenty-four (24) months.

c. Contract installment payment plans shall be available only at the time of the line extension, with connection to the system made at the time of construction. All entities connecting after the original construction period shall pay full fees prior to connection, including the additional line extension cost.

(7) If the proportionate cost per ERU exceeds the corresponding connection fee component, and the potential connections to the extension facilities exceed one hundred (100) connections, the line extension costs shall be paid by special assessment wherein all benefited property owners are charged one hundred (100) percent of the cost of such extensions. All special assessments shall be approved by the board at a properly advertised public hearing.

The board, as the governing board of the district, will utilize its discretion as to whether or not the work will be done by department staff, or contracted out, whichever method is best for the property owners.

a. The time period for repayment shall be based upon the amount of the assessment in accordance with county policy.

b. Connection fees, hook-up fees, and applicable deposits will be separate and in addition to the assessment. The appropriate components of the connection fee shall be replaced with the extension costs collected by assessment and the remaining components of the connection fee will be due prior to service connection, along with the hook-up fee and applicable deposit. The board may approve inclusion of the connection and hook-up fees with the assessment. Applicable deposits will be due upon connection.

c. Any assessments may be paid at the office of the county tax collector within thirty (30) days after the confirmation thereof, without interest. Thereafter all assessments shall be payable in equal annual installments, with interest not to exceed the interest rate authorized by Florida Statutes, from the expiration of said thirty (30) days in each of the succeeding number of years for which the assessment will be payable as determined by resolution at the time or times in each year at which the general property taxes are payable; provided, however, that the district may by resolution fix a shorter period of payment for any assessment and/or adjust the interest rate not to exceed what is authorized by Florida Statutes; provided further that any assessment may be paid at any time before due, together with interest accrued thereon to the date of payment.

(8) Connection fees associated with facility extensions will be required as stipulated in this division. Connection fee payment shall be made prior to connecting to the facilities, or, if requested by the applicant and approved by the district may be included in the contractual installment plan or the special assessment as outlined in subsections (d)(6) and (d)(7) above.

(9) When the applicant can document that a special assessment levied on behalf of the water and sewer district was assessed against their property, the amount of the special assessment shall be deducted from the current connection fee. The balance of the connection fee shall be payable prior to connection to the system.

There were fourteen (14) special assessments on behalf of the water and sewer district, as follows: Weeki Wachee and Hernando Beach on February 27, 1978 and again on March 29, 1978; Pine Island and North Bayport on August 29, 1978; Cedar Lane Sites on February 1, 1979; Weeki Wachee, Hernando Beach, Pine Island and North Bayport (remaining lots) on October 4, 1979; Ridge Manor on May 21, 1980; Ridge Manor West on January 30, 1980; River Country on June 7, 1979; Berkeley Manor on October 18, 1979 (later rescinded); Fort Dade Mobile Home Park on June 9, 1981; Hernando Beach, Unit 13, on February 24, 1981; and Aripeka on May 27, 1982.

(10) If the assessment paid was in accordance with subsection (d)(7) and was limited to the cost of facilities extension, then the assessment paid, up to, but not exceeding, the corresponding connection fee component, shall be deducted from the connection fee. The remaining portion of the corresponding component, if any, and the other components of the connection fee shall be payable prior to connection to the system.

(Ord. No. 2003-06, § 6, 3-25-03; Ord. No. 2005-20, § 5, 10-18-05)

HERNANDO COUNTY, FLORIDA
PROPERTY RECORD CARD

2024 FINAL TAX ROLL

KEY #	00169784	PRINTED ON	03/22/25 PAGE 1
PARCEL #	R13 223 16 2390 1310 0060	SITUS	SHOAL LINE BLVD
OWNER(S)	TWIGGS WILLIE ALVIN	PARCEL DESCRIPTION	HERNANDO BEACH UNIT 14 BLK 131 LOT 6
MAILING ADDRESS UPDATED 06/13/24	4157 GLADE RD SPRING HILL FL 34606-6856	UPDATED 01/01/98	ORB 1221 PGS 359-60

MISCELLANEOUS PROPERTY INFORMATION

SQUARE FOOTAGE	9,060	
ACRES	0.20	
JURISDICTION	C	COUNTY
LEVY CODE	CWES	COUNTY WIDE EMS
NEIGHBORHOOD	C595	SHOAL LINE BLVD/OSOWAW BLVD
SUBDIVISION	2390	HERNANDO BEACH UNIT 14
DOR LAND USE	10	VACANT COMMERCIAL
NON-AD VALOREM DIST1	36	H.C. FIRE/RESCUE DISTRICT
NON-AD VALOREM DIST2	69	HERNANDO BEACH BOAT LIFT MAINTE
NON-AD VALOREM DIST3	117	INVALID NON-AD VALOREM TAX DIST

January 2023 GIS AERIAL

2024-02-00 PROPERTY VALUES

		COUNTY	SCHOOL	SWFWMD	MUNICIPALITY
LAND		64,779	64,779	64,779	
BUILDINGS	+				
FEATURES AND OUT BUILDINGS	+				
JUST/MARKET VALUE	=	64,779	64,779	64,779	
VALUE PRIOR TO CAP		64,779	64,779	64,779	
ASSESSED VALUE		64,779	64,779	64,779	
EXEMPT VALUE	-				
TAXABLE VALUE	=	**64,779**	**64,779**	**64,779**	
CLASSIFIED LAND USE VALUE					

LAND INFORMATION

CODE	DESCRIPTION	AG	LAST UPDT	CAP YEAR	EXC CAP	GRADE	FRONTAGE	DEPTH	UNITS	MEASURE				ADJ RATE	VALUE
10	COMM SQFT	N	2012		Y	1	60	151	9,060.00	SQFT				7.15	64,779

BUSINESSES ON PROPERTY

KEY #	BUSINESS NAME	NAICS	BUSINESS TYPE

ADDRESSES ON PROPERTY

SITUS
SHOAL LINE BLVD

PROPERTY SALES

SALE DATE	NEW OWNER	CODE	DESCRIPTION	VAC?	INST	OR BOOK	OR PAGE	SALEGRP	VALUE
06/13/24	TWIGGS WILLIE ALVIN	Q	QUALIFIED	Y	WD	4445	0506		180,000
03/18/22	DISHMAN THOMAS B	M	MULTIPLE PAR	Y	WD	4145	1474	80	117,000
11/21/16	HURST DANIEL LEE JR TTEE	D	DISQUALIFIED	Y	PR	3422	1839		100
04/10/02	HURST DANIEL L SR	M	MULTIPLE PAR	Y	WD	1520	0219		95,000
01/30/02	GIOVENCO ANGELINA TTEE	D	DISQUALIFIED	Y	TR	1497	0109		100
03/08/99	GIOVENCO ANGELINA TTEE	D	DISQUALIFIED	Y	QC	1261	0341		100
09/12/98	GIOVENCO SALVATORE & ANGELINA	Q	QUALIFIED	Y	WD	1221	0359		15,000
05/27/97	LOUROS BASIL G & KATHERINE G	D	DISQUALIFIED	Y	WD	1126	1935		8,000
05/01/89	NAGLIERI ANTHONY H	Q	QUALIFIED	Y	WD	0740	1138		24,000
01/01/80	LOUROS BASIL G & KATHERINE	Q	QUALIFIED	Y	WD	0438	1491		7,700
01/01/80	HANNAWAY WALTER F		INVALID CODE	N		----	----		

PROPERTY APPRAISER INSPECTIONS

INSP.DATE	ROLL	EMPL	CODE	REASON
01/11/24	2024	248	21	VACANT
04/15/20	2020	248	21	VACANT

PROPERTY APPRAISER NOTES

January 01 2023

VACANT LAND

12/17/15	2016	248	21	VACANT
09/06/11	2011	195	21	VACANT
07/25/02	2003	197	17	5 YEAR REVIEW
11/22/99	2000	195	17	5 YEAR REVIEW

UTILITIES DEPARTMENT
CUSTOMER SERVICE ◆ BILLING ◆ METER READING

15365 CORTEZ BOULEVARD ◆ BROOKSVILLE, FLORIDA 34613
P 352.754.4037 ◆ F 352.754.4962 ◆ W www.HernandoCounty.us/Utils/ ◆ E HCUDCS@HernandoCounty.us

August 18, 2025

Willie Alvin Twiggs
4157 Glade Rd
Spring Hill, FL 34606

Re: Permit #1501987
Willie Twiggs – Food Truck Court

Dear Mr. Twiggs,

Your request for a Connection Fee Extended Payment Plan has been reviewed by Hernando County Utilities Management. Please see below the proposal for your request.

Full amount of quoted connection fees equal $9,350.00 for a 5/8" water meter / sewer connections.

12-month Connection Fee Extended Payment Plan

1) (20) percent down payment of total connection fee charges
2) Remainder shall be paid in equal 12 monthly installments at an annual interest rate not to exceed what is authorized by Florida Statues.

If you agree with this proposal, please sign below and email to commercialaccountspecialist@co.hernando.fl.us.

Willie Twiggs 8/22/25

Signature Date

Please be advised, this is only a proposal and subject to approval by BOCC.

Sandra Arnold | Commercial Account Specialist
Hernando County Utilities Department
15365 Cortez Boulevard, 1st Floor
Brooksville, FL 34613
P (352) 540-4368 Ext.35610
Email: Commercialaccountspecialist@co.hernando.fl.us

TITLE

Declaration of County Owned Property Located at 201 West Dr. Martin Luther King Jr. Boulevard as Surplus Property and Consideration of Ground Lease Agreement With Community Food Bank of Citrus County, Inc., for Rise Center Food Bank (Key #357884)

BRIEF OVERVIEW

On March 11, 2021, the American Rescue Plan Act (ARPA) was signed into law and established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Fund which together make up the Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") program. This program is intended to provide support to state, territorial, local, and tribal governments in responding to the economic and public health impacts of COVID 19.

Item No. 14559, brought before the Board on October 22, 2024, contained a request for $250,000.00 of the ARPA funding to be approved to assist Community Food Bank with constructing the Rise Center.

Item No. 15092, brought before the Board on December 17, 2024, contained a subrecipient agreement with Community Food Bank of Citrus County, Inc., request that $250,000.00 in ARPA funding be obligated to Community Food bank to assist with Phase 2 construction services.

Hernando County owns Parcel Key No. 357884, a 204,460 square feet parcel (approximately 4.7 acres of land) formerly used by the Department of Public Works, located at 201 West Dr. Martin Luther King Jr. Boulevard.

Attached is the Ground Lease Agreement with Community Food Bank of Citrus County, Inc., to lease the premises located at 201 West Dr. Martin Luther King Jr. Boulevard for a thirty (30) year term with two (2) additional terms of ten (10) years each. Per the Agreement, the lessee will be permitted use of the premises for the following purposes: the design, construction, and operation of the Rise Center to include a food bank warehouse in partnership with Hernando County Housing and Supportive Services and other community partners.

The Rise Center will be dedicated to operating a community food bank warehouse to serve the entire community and will incorporate other venues of assistance or office space to provide programs for entrepreneurship, education and training, direct social services, and an outdoor public event space. Community Food Bank of Citrus County, Inc., has also agreed to host community events, such as public markets, educational workshops, training programs, entrepreneurial opportunities, and other activities benefiting the community at this location.

FINANCIAL IMPACT

The rental proceeds will be posted to:

Fund: 1011 - Transportation Trust Fund, **Account: 3620050** - Lease-Land

LEGAL NOTE

The Board has the authority to enter into this agreement pursuant to Chapter 125, Florida Statute.

RECOMMENDATION

It is recommended that the Board declare Parcel Key No. 357884 as surplus, approve the attached Ground Lease Agreement with Community Food Bank of Citrus County, Inc., and authorize the Chairman's signature upon it.

REVIEW PROCESS

Kelly Soreng	Approved	08/19/2025 7:20 PM
Lillian Hoyt	Approved	08/20/2025 12:52 PM
Todd Crosby	Approved	08/22/2025 9:43 AM
Veda Ramirez	Approved	08/27/2025 5:40 PM
Albert Bertram	Delegated	08/28/2025 1:57 PM
Erin Dohren	Delegated	08/29/2025 9:11 AM
Erin Briggs	Approved	08/29/2025 10:58 AM
Erin Dohren	Approved	09/02/2025 9:54 AM
Albert Bertram	Approved	09/03/2025 11:30 AM
Carla Rossiter-Smith	Approved	09/03/2025 1:07 PM
Pamela Hare	Approved	09/03/2025 2:52 PM
Heidi Prouse	Approved	09/03/2025 4:42 PM
Jon Jouben	Approved	09/04/2025 9:22 AM
Toni Brady	Escalated	09/04/2025 11:02 AM
Jeffrey Rogers	Approved	09/04/2025 11:26 AM
Colleen Conko	Approved	09/04/2025 11:35 AM

RESULT:	**ADOPTED**
MOVER:	Steve Champion
SECONDER:	John Allocco
AYES:	Hawkins, Campbell, Allocco, Amsler and Champion
AYES:	Hawkins, Campbell, Allocco, Amsler and Champion

GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT ("Agreement") is entered into on this ___day of _____, 2025, by and between **HERNANDO COUNTY,** a political subdivision of the State of Florida, whose address is 15470 Flight Path Drive, Brooksville, FL 34604 ("**LESSOR**") and **COMMUNITY FOOD BANK OF CITRUS COUNTY, INC.**, a Florida not-for-profit corporation, whose address is 5259 West Cardinal Street, Homosassa, FL 34446 ("**LESSEE**").

SECTION 1. LEASED PREMISES

LESSOR hereby leases to LESSEE approximately 4.7 acres of land located at 201 West Dr. Martin Luther King Jr. Blvd., Brooksville, FL 34601 (the "Premises") described as:

> COMMENCE AT THE QUARTER SECTION LINE ON THE NORTH BOUNDARY OF SECTION 22, TOWNSHIP 22 SOUTH, RANGE 19 EAST. THENCE RUN SOUTH 00°13'00" EAST ALONG SAID SECTION LINE 680.00 FEET, THENCE SOUTH 87°01'00" EAST ALONG SOUTH BOUNDARY OF COOK AVENUE 806.79 FEET, THENCE SOUTH 00°14'00" WEST ALONG THE EAST BOUNDARY OF SAXON'S HEIGHTS 715.01 FEET TO CENTER OF THE PAVED ROAD FOR A POINT OF BEGINNING, THENCE RUN SOUTH 88°47'00" WEST 647.51 FEET ALONG THE CENTER OF THE ROAD, THENCE SOUTH 01°07'49" EAST 318.00 FEET, THENCE NORTH 89°28'18" EAST 629.02 FEET, THENCE NORTH 00°00'50" WEST 107.91 FEET, THENCE NORTH 89°24'46" EAST 11.33 FEET, THENCE NORTH 00°12'32" EAST 217.86 FEET TO POINT OF BEGINNING: EXCEPTING ROAD RIGHT-OF WAY.
>
> Parcel ID No.: R27 422 19 0000 0010 0000 Key No.: 357884

SECTION 2. TERM

A. The term of this Lease shall commence upon the execution of this Agreement and continue for a period of thirty (30) years, unless terminated earlier as provided herein.

B. So long as LESSEE is not in default under this Agreement, LESSEE has the right to request renewal of the term of this Agreement for two (2) additional terms of ten (10) years each. LESSEE must request each renewal option by written notice of such renewal request to LESSOR at least 90 days prior to the expiration of the initial term of this Agreement (as to the first

renewal) or any then-current renewal term (as to any subsequent renewal). All terms and conditions that govern the initial terms shall govern any renewal term, except as expressly set forth herein.

SECTION 3. RENT AND TAXES

A. Annually on or before the 10th day of January of any calendar year for which this Agreement remains in effect, LESSEE shall pay rent in the amount of Ten Dollars ($10.00). Rent shall be paid to HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS and directed to FINANCE DEPARTMENT – BOCC, 20 North Main Street, Room 264, Brooksville, FL 34601. In the event that this Agreement is executed after the 10th day of January 2025, the initial annual payment shall be made by LESSEE at the time this Lease is executed.

B. LESSEE shall pay all taxes, assessments, or other public charges levied or assessed on this lease, the rents herein reserved, and the Premises or any building erected thereon.

SECTION 4. PERMITTED USE

The Premises shall be used by LESSEE for the following purposes:

A. The design, construction and operation of the Rise Center as proposed by LESSEE will be dedicated to operating a community food bank to serve local residents but will incorporate other venues of assistance or office space to provide programs for entrepreneurship, education and training, direct social services, and an outdoor event space.

B. LESSEE shall continually operate the Rise Center to include a food bank warehouse in partnership with Hernando County Housing and Supportive Services and other community partners.

C. LESSEE agrees to host community events, such as public markets, educational workshops, training programs, entrepreneurial opportunities, and other activities benefiting the public.

D. LESSEE agrees to provide a detailed annual schedule of events, activities, or gatherings planned on the premises for every year the lease is in effect. This schedule must be submitted by October 1 each year for events occurring from January through June of the following year. For events scheduled from July through December, the LESSEE must submit the schedule by May 1 each year.

E. LESSEE agrees not to use the Premises for any other purpose without prior written consent from LESSOR.

F. If LESSEE ceases to operate on this site, all constructed assets will belong to LESSOR. LESSOR will support LESSEE in their grant applications for other sources of funding for the development and operation of the community food bank.

SECTION 5. PERMITS

LESSEE acknowledges that following the execution of this Agreement, LESSEE will be contacting the appropriate local governmental agencies for the purpose of obtaining all building permits and approvals, zoning changes and/or approvals, variances, use permits, and other governmental permits and approvals (collectively, "Permits") necessary for the construction of the Rise Center. All Permits will be secured and paid for solely by LESSEE.

SECTION 6. MAINTENANCE AND IMPROVEMENTS

A. LESSEE shall maintain the Premises in a clean, safe, and orderly condition at all times.

B. LESSEE shall be responsible for covering all costs associated with the maintenance and repairs of the leased premises.

C. LESSEE may make improvements to the Premises with prior written approval of LESSOR. Any permanent improvements shall become the property of LESSOR upon termination of this Agreement unless otherwise agreed in writing.

D. LESSEE shall design and construct the Rise Center building and food distribution warehouse within five (5) years of the execution of this Agreement. All development on the Premises shall be in agreement with the approved Declaration of Restrictive Covenant.

SECTION 7. UTILITY OR SERVICE CHARGES

A. LESSEE agrees to pay all deposits and charges for gas, electricity or other illumination, heating, air conditioning, water, sewer, telephone service and other utilities serving the Premises.

B. LESSEE shall obtain, at its sole cost and expense, all utilities (e.g., without limitation, electricity, telephone, water, sewer, and trash collection services) service for the Premises.

SECTION 8. COMPLIANCE WITH LAWS

LESSEE shall comply with all applicable federal, state, and local laws, ordinances, and regulations related to the use of the Premises.

SECTION 9. INSURANCE

LESSEE shall maintain in effect throughout the term of this Agreement, without expense to the LESSOR, general liability coverage with limits of liability of not less than $1,000,000 per occurrence with a general aggregate liability limit in the amount of $2,000,000 each. "Hernando County Board of County Commissioners" shall be named as additional insured with a waiver of subrogation in favor of Hernando County Board of County Commissioners. Such insurance shall specifically insure LESSEE against all liability imposed by law and shall insure both LESSOR and LESSEE. Proof of insurance shall be provided to LESSOR prior to commencement of the lease term and on the anniversary date each year of this Agreement.

SECTION 10. INDEMNIFICATION

LESSEE agrees to indemnify, defend, and hold harmless LESSOR from any and

all claims, damages, or liabilities arising out of LESSEE's use of the Premises.

SECTION 11. TERMINATION

A. LESSOR may terminate this Agreement immediately in the event of a material breach by LESSEE.

SECTION 12. LESSOR USE OF BUILDING

A. If LESSEE fails to provide empowerment services for the community, LESSOR shall provide LESSEE ninety (90) days written notice to make use of the Rise Center building. LESSOR shall work with LESSEE and other community partners to allow for these services to be provided. LESSOR and LESSEE shall agree on services that are needed.

B. LESSOR shall coordinate with the LESSEE as to not unduly interfere with the operations of the food distribution warehouse.

SECTION 13. NOTICE

Written notices shall be forwarded to:

LESSEE	LESSOR
Community Food Bank Attn: Barbara Sprague 5259 West Cardinal Street Homosassa, FL 34446	Hernando County Attn: County Administrator 15470 Flight Path Drive Brooksville, FL 34604

SECTION 14. ASSIGNMENT AND SUBLETTING

LESSEE shall not assign or sublet the Premises without prior written consent from LESSOR.

SECTION 15. DEFAULT

A. The occurrence of any one or more of the following events shall constitute a default on the part of LESSEE: (1) LESSEE fails to pay when due any rent or any other sum of

money payable hereunder within ten (10) days after such rental or payment is due and such failure continues for a period of thirty (30) days after written notice from LESSOR to LESSEE; (2) LESSEE breaches or fails to comply with any other term, provision, covenant or condition of this Agreement and such breach or failure shall continue for a period of fifteen days or more after written notice thereof from LESSOR; (3) LESSEE transfers, assigns, sublets, mortgages, pledges or encumbers this Agreement, the Premises, or any interest in the whole or in any portion thereof in violation of the provisions hereunder; (4) LESSEE abandons, deserts or vacates the Premises; or (5) a receiver is appointed to take possession of all or substantially all of the assets of LESSEE, or an assignment is made by LESSEE for the benefit of its creditors, or any action is taken or suffered by LESSEE under any insolvency, bankruptcy or reorganization act.

B. Upon the occurrence of any of the above events of default, LESSOR shall have the option to perform any one or more of the following, in addition to, and not in limitation of, any other remedy or right permitted by law or in equity: (1) LESSOR may at once or any time thereafter, without notice to LESSEE or any other person, re-enter and repossess the Premises and remove all persons and effects therefrom, using such forces as may be needed without being deemed guilty in any manner of trespass or forcible entry or detainer; (2) LESSOR may at once or any time thereafter, without notice to LESSEE or any other person, re-enter the Premises and cure, correct or repair any condition which shall constitute a failure on LESSEE's behalf to keep, observe, perform, satisfy or abide by any term, condition, covenant, agreement or obligation of this Agreement or any alteration, amendment, change or addition thereto, and LESSEE shall fully reimburse and compensate LESSOR upon demand for any costs and expenses incurred in connection with such cure, correction or repair, which sums shall be deemed to be Additional Rent hereunder; (3) LESSOR may at once or any time thereafter either declare this Agreement to be terminated without prejudice to any and all rights which LESSOR may have against LESSEE for

rents, damages or breach of this Agreement, or attempt to relet the Premises on such terms as LESSOR shall determine. LESSOR shall make commercially reasonable efforts to re-let the Premises before holding LESSEE liable for any remaining lease obligation. Such reletting shall not be considered as a surrender or acceptance back of the Premises or a termination of this Agreement, and LESSEE shall pay LESSOR any deficiency between the amount received, if any, from such reletting after such amount is applied first to LESSOR's expenses in connection with re-entry, taking possession and reletting, including brokerage fees and commissions, alterations and redecorating as LESSOR may deem appropriate to prepare the Premises for reletting, and the amount of rent payable by LESSEE hereunder. The foregoing remedies shall be available to LESSOR on giving LESSEE fifteen (15) days' notice thereof in writing of its intention. However, if LESSEE cures the default within fifteen (15) days of receipt of the notice mentioned above, then LESSOR's foregoing remedies shall be abated, provided, however, if said default cannot be cured within fifteen (15) days upon LESSEE's exercise of reasonable diligence, LESSEE shall have such longer time as is reasonably necessary to cure said default provided that LESSEE commences said cure within said fifteen (15) day period and thereafter diligently prosecutes said cure to completion.

C. LESSEE hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of LESSEE being evicted or dispossessed for any cause, or in the event of LESSOR obtaining possession of the Premises by reason of the violation by LESSEE of any of the covenants and conditions of this Agreement or otherwise.

D. Any obligation imposed by law upon LESSOR to re-let the Premises shall be subject to the permitted uses provided in this Agreement, and LESSOR may re-let the Premises on such terms and conditions as LESSOR may deem advisable. The failure of the LESSOR to relet or, if the Premises are relet, to collect the rent under such reletting shall not release or affect LESSEE's liability for damages under this Agreement.

E. Unless otherwise specified in this Agreement, no remedy of LESSOR or LESSEE shall be considered exclusive of any other remedy, but each shall be distinct, separate and cumulative with all other available remedies. Each remedy available under this Agreement or at law or in equity may be exercised by LESSOR or LESSEE from time to time as often as the need may arise. No course of dealing between LESSOR and LESSEE or any delay or omission of LESSOR or LESSEE in exercising any right arising from the other party's default shall impair such right or be construed to be a waiver of a default.

SECTION 16. GOVERNING LAW/JURISDICTION/JURY WAIVER

This Agreement shall be governed by the laws of the State of Florida. Any dispute, claim or action relating to or arising under this Agreement shall be brought solely in the Circuit Court in Hernando County, Florida. Venue shall be limited to Hernando County, Florida. Each party agrees to bear their own attorney fees and costs in the event of any dispute. The parties hereby waive and release their right to trial by jury in any claim, action or proceeding arising out of or in any way connected with this Agreement.

SECTION 17. PROTECTION AGAINST LIENS

LESSEE shall keep the Premises free from any and all liens arising out of any work performed, materials furnished, or obligations incurred by LESSEE. In the event LESSEE fails to discharge any such lien within thirty (30) days following written notice and demand by LESSOR for removal of such lien, LESSOR, in addition to all remedies provided herein and by law or in equity, has the right but not the obligation to discharge the lien by means of bond or posting security. If LESSOR acts to discharge or secure any lien caused by LESSEE, then LESSEE shall reimburse LESSOR on demand, as additional rent, for all reasonable sums paid and all costs and expenses reasonably incurred by LESSOR involving such lien together with interest on the total expenses and costs at the maximum rate allowed by law.

SECTION 18. ANTI-HUMAN TRAFFICKING AFFIDAVIT

LESSEE warrants and represents that it does not use coercion for labor or services as defined in § 787.06, Florida Statutes. LESSEE has executed Exhibit "A," Anti-Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

SECTION 19. PRE-EXISTING CONDITION OF THE PREMISES

This Agreement is subject to that Declaration of Restrictive Covenant ("Declaration") between Hernando County, Florida and the Florida Department of Environmental Protection with ERIC identification number ERIC_9620 (formerly COM_65033), dated December 12, 2023, and found in the Official Records of Hernando County, Florida at Book 4414, Page 1967. To ensure that LESSEE has received notice of said Declaration, a copy of the Declaration is attached hereto as Exhibit "B." LESSEE agrees to be bound by any restrictions therein and shall comply with any or all of the provisions it contains.

SECTION 20. RECORDING OF LEASE AGREEMENT

This Agreement shall be recorded at LESSEE's expense.

SECTION 21. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all prior understandings. Any amendments must be made in writing and signed by both parties.

[Reminder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

ATTEST:

By: _____
Douglas A. Chorvat, Jr., Clerk of Court
& Comptroller

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: Jon Jouben
County Attorney's Office

LESSOR:

HERNANDO COUNTY, a political subdivision of the State of Florida

By: _____
Brian Hawkins, Chairman
Board of County Commissioners

Date: _____

LESSEE:

COMMUNITY FOOD BANK OF CITRUS COUNTY, INC., a Florida not-for-profit corporation

By: Barbara Sprague
Barbara Sprague, CEO/Executive Director

Date: 8/18/25

END HUNGER
NOURISH HOPE

Community Food Bank

5259 W Cardinal Street
Homosassa, FL 34446
352.628.3663
feed352.org

1844

OUR VISION

A Hunger-Free Community

OUR MISSION

Our mission is to be the driving force to:

- **Promote** awareness
- **Inspire** involvement
- **End** Hunger

PURPOSE

Distribution Partners

ANNUAL IMPACT

48+ CITRUS
10+ HERNANDO

Agencies

2.8 MILLION CITRUS
1.4 MILLION HERNANADO

Meals

47,000 CITRUS
24,000 HERNANDO

Residents

1.8 MILLION

Pounds Recycled

HERNANDO PARTNERS

Dawn Center
Istachatta Baptist Church
Jericho Road Ministries
Nature Coast Outreach Center
Northcliffe Baptist Church
People Helping People
St. Vincent De Paul
Salvation Army
Christ Lutheran Church
Crown of Thorns/Inglesia de Dios Corona De Vida

FEEDING TAMPA BAY AGENCIES FOR TRANSITION

First United Methodist of Spring Hill
Body & Soul
Forest Oaks Lutheran
Christ the King
Holy Cross Lutheran
Holy Trinity Lutheran
Life Church Spring Hill
Ridge Manor Community Center
Hernando County YMCA
Christian Life Assembly of God
Florida Hunter for the Hungry

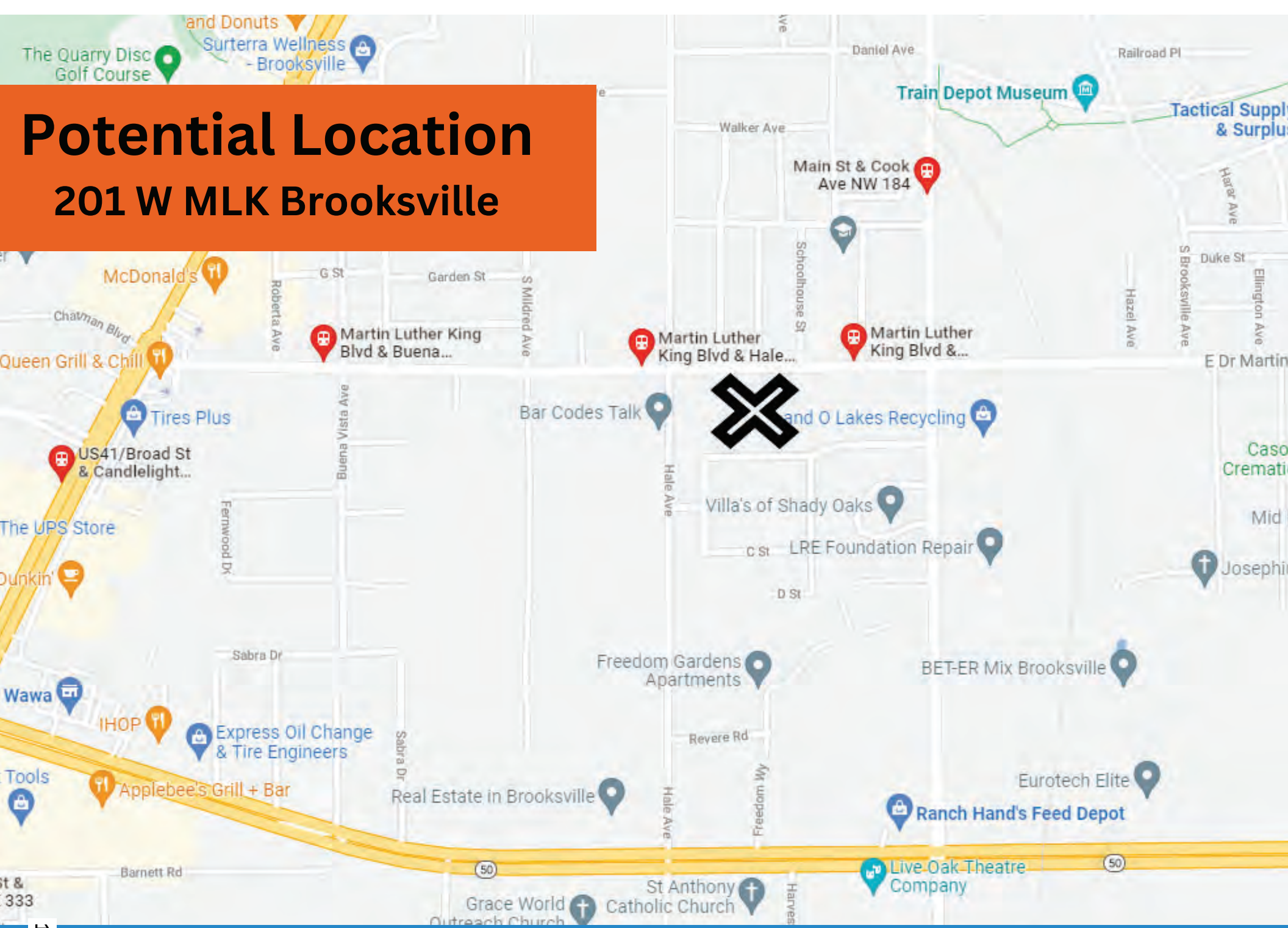
FEEDING Tampa Bay

RISE CENTER

EMPOWERMENT CENTER AND WAREHOUSE

Empowering the impoverished and marginalized residents of Hernando County and specifically those in South Brooksville with food, healthcare, benefits, and resource connections is crucial for addressing systemic issues of poverty and improving their quality of life. The Rise Center will provide a collaborative venue for the food relief work of the Community Food Bank in conjunction with our partner service providers and organizations.

This community resource center or hub allows individuals to access a variety of support services, including employment assistance, housing resources, childcare, legal aid, and educational programs, it will centralize resources and make them more accessible to those in need.


Potential Location
201 W MLK Brooksville
and Donuts
Surterra Wellness - Brooksville
The Quarry Disc Golf Course
Daniel Ave
Railroad Pl
Train Depot Museum
Tactical Suppl & Surplu
Walker Ave
Main St & Cook Ave NW 184
Harar Ave
McDonald's
G St
Garden St
Roberta Ave
S Mildred Ave
Schoolhouse St
Duke St
S Brooksville Ave
Ellington Ave
Hazel Ave
Chatman Blvd
Martin Luther King Blvd & Buena...
Martin Luther King Blvd & Hale...
Martin Luther King Blvd &...
Queen Grill & Chill
E Dr Martin
Tires Plus
Buena Vista Ave
Bar Codes Talk
and O Lakes Recycling
US41/Broad St & Candlelight...
Hale Ave
Villa's of Shady Oaks
The UPS Store
Fernwood Dr
C St
LRE Foundation Repair
Dunkin'
D St
Sabra Dr
Freedom Gardens Apartments
BET-ER Mix Brooksville
Wawa
IHOP
Express Oil Change & Tire Engineers
Revere Rd
Tools
Applebee's Grill + Bar
Real Estate in Brooksville
Eurotech Elite
Freedom Wy
Ranch Hand's Feed Depot
Barnett Rd
50
Live Oak Theatre Company
St Anthony Catholic Church
Grace World Outreach Church
Harvest

Our Commitment

$2 MILLION INVESTMENT

CFB is working to acquire a property immediately and then expand our capacity into a new Rise Center and food bank warehouse based in the proposed South Brooksville CRA project.
In collaboration with Hernando County, Feeding Tampa Bay, our pantry partners, and our local service/support providers CFB will create a center for food relief, skill building, healthcare, community support, mental health services, and disaster relief.
The Rise Empowerment Center will play a vital role in uplifting this impoverished and marginalized community by providing access to essential services, fostering empowerment through education and skill building, building community and support networks, advocating for systemic change, and promoting holistic well-being.

Elevate

MICRO-RETAIL INCUBATOR

The micro-retail incubator would provide aspiring entrepreneurs with the resources and support needed to start and grow small businesses. Many individuals in our county have innovative ideas and entrepreneurial spirit but lack the necessary resources and guidance. This incubator could offer low-cost retail space, mentorship, business development services, and access to capital, fostering local entrepreneurship and stimulating economic growth from within our community.

BETTER TOGETHER

By: STACEY BROWN

Anti-Human Trafficking Affidavit

In compliance with Fla. Stat. § 787.06, this affidavit must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with Hernando County or any of its subordinate units (the "Governmental Entity").

1. My name is Barbara Sprague and I am over eighteen years of age. The following information is given from my own personal knowledge.

2. I am an officer or representative with Community FoodBank, Inc., a non-governmental entity (the "Nongovernmental Entity"). I am authorized to provide this affidavit on behalf of Nongovernmental Entity.

3. Neither Nongovernmental Entity, nor any of its subsidiaries or affiliates, uses *coercion* for *labor* or *services*, as such italicized terms are defined in Fla. Stat. § 787.06, as it may be amended from time to time.

4. If, at any time in the future, Nongovernmental Entity does use coercion for labor or services, Nongovernmental Entity will immediately notify Governmental Entity and no contracts may be executed, renewed, or extended between the parties.

5. This declaration is made pursuant to Fla, Stat. § 92.525. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I Barbara Sprague, declare that I have read the foregoing Anti-Human Trafficking Affidavit and that the facts stated in it are true.

FURTHER AFFIANT SAYETH NAUGHT.

Community Food Bank
Name of Nongovernmental Entity

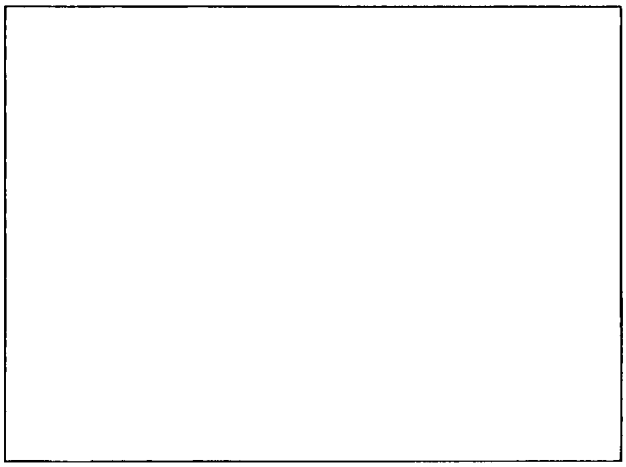
Barbara Sprague
Printed Name of Affiant

CEO
Title of Affiant

Barbara Sprague
Signature of Affiant

6/9/2025
Date

Instr #2024023594 BK: 4414 PG: 1967, Filed & Recorded: 4/25/2024 5:24 PM KGG Deputy Clk, #Pgs:21
Doug Chorvat, Jr.,Clerk of the Circuit Court Hernando CO FL Rec Fees: $180.00



This instrument prepared by:
Travis Moore Hearne, Esq.
Mechanik Nuccio Hearne & Wester, P.A.
305 S. Boulevard,
Tampa, Florida 33606

DECLARATION OF RESTRICTIVE COVENANT

THIS DECLARATION OF RESTRICTIVE COVENANT (hereinafter "Declaration") is made by Hernando County, Florida (hereinafter "GRANTOR") and the Florida Department of Environmental Protection (hereinafter "DEP"). This Declaration, made pursuant to either Chapter 376 or 403, Florida Statutes (F.S.), is neither extinguished nor affected by the Marketable Record Title Act in accordance with section 712.03, F.S.

RECITALS

A. GRANTOR Hernando County, Florida is the fee simple owner of that certain real property situated in the County of Hernando, State of Florida, more particularly described in **Exhibit "A"** attached hereto and made a part hereof (hereinafter the "Property").

B. The DEP Facility or ERIC Identification Number for the Property is ERIC_9620 (Formerly COM_65033). The facility name at the time of this Declaration is Former Fleet Maintenance Facility. This Declaration addresses the discharge that was reported to the DEP on August 8, 1985.

GWALTNEY, BILL

C. The discharge of VOCs and metals on the Property is documented in the following reports that are incorporated by reference:

1. *Site Assessment Report Addendum No. 4*, dated February 2009, prepared by Creative Environmental Solutions, Inc.;
2. *Soil Management Completion Report*, dated June 6, 2021, prepared by Cardno now Stantec;
3. *Site Rehabilitation Completion Report*, dated February 18, 2022, prepared by Cardno now Stantec.

D. The reports noted in Recital C set forth the nature and extent of the contamination that is located on the Property. These reports confirm that contaminated soil and groundwater as defined by Chapter 62-780, Florida Administrative Code (F.A.C.), exist on the Property. Also, these reports document that the groundwater contamination does not extend beyond the Property boundary, that the extent of the groundwater contamination does not exceed 1/4 acre, and that the groundwater contamination is not migrating.

E. It is GRANTOR's and DEP's intent that the restrictions in this Declaration reduce or eliminate the risk of exposure of users or occupants of the Property and the environment to the contaminants and to reduce or eliminate the threat of migration of the contaminants.

F. DEP has agreed to issue a Conditional Site Rehabilitation Completion Order (hereinafter "Order") upon recordation of this Declaration. DEP can unilaterally revoke the Order if the conditions of this Declaration or the Order are not met. Additionally, if concentrations of VOCs or metals increase above the levels in the Order, or if a subsequent discharge occurs at the Property, DEP may require site rehabilitation to reduce concentrations of contamination to the levels allowed by the applicable DEP rules. The Order can be obtained by contacting the appropriate DEP district office or Tallahassee program area.

G. GRANTOR deems it desirable and in the best interest of all present and future owners of the Property that an Order be obtained and that the Property be held subject to certain restrictions and engineering controls, all of which are more particularly hereinafter set forth.

NOW, THEREFORE, to induce DEP to issue the Order and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the undersigned parties, GRANTOR agrees as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.

2. GRANTOR hereby imposes the following restrictions and requirements:

a. Groundwater Use. There are restrictions on use of the groundwater under the Property. Any monitoring wells installed on the Property shall be pre-approved in writing by DEP's Division of Waste Management (DWM) in addition to any authorizations required by the Division of Water Resource Management (DWRM) and the Water Management District (WMD).

For any other groundwater wells to be installed on the Property, a plan signed and sealed by a Florida-registered professional engineer or Florida-registered professional geologist to address and ensure there will be no exposure to contaminated groundwater must be submitted to the DEP's DWM. The plan must include the well location, drilling method, casing depth, total depth, proposed maximum daily flow rate and volume, and a technical evaluation (including calculations, fate and transport modeling, as applicable) to demonstrate that the proposed groundwater extraction will not cause the spread or migration of contaminated groundwater and that receptors will not be exposed as a result of contaminant migration. The plan shall also outline the procedures for proper characterization, handling and disposal of any contaminated media encountered during installation. DEP's DWM will keep the plan in the site file as documentation of site conditions and will rely on this professional certification for demonstrating compliance with this restriction. A revised exhibit must be amended to the Declaration and recorded when any groundwater well is altered, modified, expanded, or constructed. The GRANTOR is advised that other federal, state, or local laws and regulations may apply to this activity. A copy of all permits obtained for the installation of groundwater wells at the Property must be provided along with the plan submitted to DEP's DWM. DEP will rely on this Declaration and certified plan to construct new or modify existing groundwater wells to ensure that there is no exposure to contaminated groundwater entering into new or expanded groundwater wells resulting in risk to human health, public safety or the environment due to the contaminated site. Construction of groundwater wells on the Property could destabilize the groundwater plume or increase potential for exposure to contaminants resulting in risk to human health, public safety, or the environment. For this reason, if GRANTOR seeks to construct groundwater wells on the Property, GRANTOR shall submit the certified plan to DEP DWM in addition to obtaining any authorizations that may be required by DEP DWRM, the WMD, or other federal, state, or local laws and regulations that may apply to this activity. Unless it is demonstrated that the cleanup criteria under subsection 62-780.680(1), F.A.C., have been achieved, DEP, in addition to other remedies available under law, may institute proceedings to revoke this Declaration and the Order and require the proper abandonment of the wells and the resumption of site rehabilitation activities if any such groundwater wells are constructed or commenced without submittal of a certified plan.

b. Dewatering. For any dewatering activities on the Property, a plan signed and sealed by a Florida-registered professional engineer or Florida-registered professional geologist to address and ensure the appropriate handling, treatment and disposal of any extracted groundwater that may be contaminated must be submitted to DEP's DWM. The plan must include the location(s) of the dewatering activity and the effluent disposal area(s) relative to known areas of groundwater contamination, proposed flow rates, duration, volume, estimated drawdown, (based upon design calculations), a technical evaluation demonstrating that the dewatering will not cause the migration of contamination and procedures for proper characterization, treatment and handling of any contaminated groundwater that may be encountered during dewatering. DEP's DWM will keep the plan in the site file as documentation of site conditions and will rely on this professional certification for demonstrating compliance with this restriction. The GRANTOR is advised that other federal, state, or local laws and regulations may apply to this activity. A copy of all permits obtained for the implementation of dewatering must be provided along with the plan submitted to DEP's DWM. DEP will rely on this Declaration, Rule 62-621.300, F.A.C., and the guidance incorporated therein, and the signed and sealed dewatering plan as the institutional controls to ensure that no exposure to contaminated groundwater resulting in risk to human health, public safety or the environment will occur due to dewatering activities on the contaminated site. Rule 62-621.300, F.A.C., requires a permit when conducting dewatering in the area of a contaminated site. For this reason, if GRANTOR seeks to conduct dewatering on the Property, GRANTOR shall submit the signed and sealed plan to DEP DWM in addition to obtaining any authorizations that may be required by DEP DWRM, the WMD, or other federal, state, or local laws and regulations that may apply to this activity. The dewatering plan must ensure the appropriate handling, treatment, and disposal of any extracted groundwater that may be contaminated to avoid adversely impacting or increasing the potential for exposure to contaminants resulting in risk to human health, public safety or the environment. Unless it is demonstrated that the cleanup criteria under subsection 62-780.680(1), F.A.C., have been achieved, DEP, in addition to other remedies available under law, may institute proceedings to revoke this Declaration and the Order and require the resumption of site rehabilitation activities if any dewatering activities are commenced without submittal of a signed and sealed plan.

c. Stormwater Features.

Currently, there are existing stormwater features, the existence of which has been determined to not adversely affect the remaining contamination Attached as **Exhibit "C"** and incorporated by reference herein, is a Survey identifying the size and location of existing stormwater swales, stormwater detention or retention facilities, and ditches on the Property.

Such existing stormwater features shall not be altered, modified or expanded, and there shall be no construction of new stormwater swales, stormwater detention or retention facilities or ditches on the Property.

If stormwater features must be constructed, modified, altered or expanded, a plan signed and sealed by a Florida-registered professional engineer, or a Florida-registered professional geologist must be submitted to DEP's DWM in addition to any authorizations required by the DWRM and the WMD. The plan must include the feature location, construction and design specifications relative to known areas of soil and groundwater contamination, and a technical evaluation (including calculations, fate and transport modeling, as applicable) to demonstrate that the new stormwater facilities will not cause the migration of contamination. The plan shall also outline the procedures for proper characterization, handling and disposal of any contaminated media that may be encountered during construction. DEP's DWM will keep the plan in the site file as documentation of site conditions and will rely on this professional certification for demonstrating compliance with this restriction. The GRANTOR is advised that other federal, state, or local laws and regulations may apply to this activity. A copy of all permits obtained for the implementation of dewatering must be provided along with the plan submitted to DEP's DWM. A revised exhibit must be amended to the Declaration and recorded when any stormwater feature is altered, modified, expanded, or constructed. DEP will rely on this Declaration and certified plan to construct new or modify existing stormwater features to ensure that there is no exposure to contaminated groundwater entering into new or expanded stormwater features resulting in risk to human health, public safety or the environment due to the contaminated site. Construction of stormwater swales, stormwater detention or retention features, or ditches on the Property could destabilize the groundwater plume or increase potential for exposure to contaminants resulting in risk to human health, public safety, or the environment. For this reason, if GRANTOR seeks to construct stormwater features on the Property, GRANTOR shall submit the certified plan to DEP DWM in addition to obtaining any authorizations that may be required by DEP DWRM, the WMD, or other federal, state, or local laws and regulations that may apply to this activity. Unless it is demonstrated that the cleanup criteria under subsection 62-780.680(1), F.A.C., have been achieved, DEP, in addition to other remedies available under law, may institute proceedings to revoke this Declaration and the Conditional Site Rehabilitation Completion Order and require the resumption of site rehabilitation activities if any such stormwater features are constructed or commenced without submittal of a certified plan.

d. Soil Engineering Controls. The "Area of Soil Contamination" as located on the Property and shown on **Exhibit "B"** shall be permanently covered and maintained with an impermeable material that prevents human exposure

and prevents water infiltration (hereinafter referred to as "the Engineering Control"). An Engineering Control Maintenance Plan (ECMP) has been approved by DEP. The ECMP specifies the frequency of inspections and monitoring for the Engineering Control and the criteria for determining when the Engineering Control has failed. The Engineering Control shall be maintained in accordance with the ECMP. The ECMP may be amended upon the prior written consent of DEP. The ECMP, as amended, relating to DEP Facility No. ERIC_9620, can be obtained by contacting the appropriate DEP district office or Tallahassee program area.

e. Excavation and Construction. Excavation and construction below the Engineering Control is not prohibited on the Property provided any contaminated soils that are excavated are either: 1) placed back into the excavation and the Engineering Controls are reconstructed or 2) are removed and properly disposed of pursuant to Chapter 62-780, F.A.C., and any other applicable local, state, and federal requirements. Nothing herein shall limit any other legal requirements regarding construction methods and precautions that must be taken to minimize risk of exposure while conducting work in contaminated areas.

f. Subdivision of Property. The criteria for direct exposure of contamination in the soil was based upon an average soil contaminant concentration calculated using a 95% Upper Confidence Limit (UCL) approach with an exposure unit (EU) of the entire Property pursuant to Rule 62-780.680, F.A.C. Therefore, the Property may not be subdivided without prior written approval from DEP's DWM. In such case, a subsequent amendment to this Declaration shall be recorded on the Property in accordance with Paragraph 7.

3. All references to "GRANTOR" and "DEP" shall also mean and refer to their respective legal representatives, successors and assigns.

4. For the purpose of monitoring the restrictions contained herein, DEP is hereby granted a right of entry upon, over and through and access to the Property at reasonable times and with reasonable notice to GRANTOR. Access to the Property is available via an immediately adjacent public right-of-way.

5. It is the intention of GRANTOR that this Declaration shall touch and concern the Property, run with the land and with the title to the Property, and shall apply to and be binding upon and inure to the benefit of GRANTOR and DEP, and to any and all parties hereafter having any right, title or interest in the Property or any part thereof. DEP may enforce the terms and conditions of this Declaration by injunctive relief and other appropriate available legal remedies. Any forbearance on behalf of DEP to exercise its right in the event of the failure of GRANTOR to comply with the provisions of this Declaration shall not be deemed or construed to be a waiver of DEP's rights hereunder.

This Declaration shall continue in perpetuity, unless otherwise modified in writing by GRANTOR and DEP as provided in paragraph 7 below. These restrictions may also be enforced in a court of competent jurisdiction by any other person, firm, corporation, or governmental agency that is substantially benefited by this Declaration. If GRANTOR does not or will not be able to comply with any or all of the provisions of this Declaration, GRANTOR shall notify DEP in writing within three (3) calendar days.

6. In order to ensure the perpetual nature of this Declaration, GRANTOR shall record this Declaration, and reference these restrictions in any subsequent lease or deed of conveyance, including either the recording book and page or instrument number of record of this Declaration. Furthermore, prior to the entry into a landlord-tenant relationship with respect to the Property, GRANTOR agrees to notify in writing all proposed tenants of the Property of the existence and contents of this Declaration.

7. This Declaration is binding until a release is executed by the DEP Secretary (or designee) and is recorded in the public records of the county in which the land is located. Except as specifically set forth elsewhere in this Declaration, to receive prior approval from DEP to remove or amend any requirement herein, cleanup target levels established pursuant to Florida Statutes and DEP rules must be achieved. This Declaration may be modified in writing only. Any subsequent amendment, including new or revised exhibits, must be executed by both GRANTOR and DEP and be recorded by GRANTOR as an amendment hereto.

8. If any provision of this Declaration is held to be invalid by any court of competent jurisdiction, the invalidity of that provision shall not affect the validity of any other provisions of the Declaration. All such other provisions shall continue unimpaired in full force and effect.

9. GRANTOR covenants and represents that on the date of execution of this Declaration that GRANTOR is seized of the Property in fee simple and has good right to create, establish, and impose this Declaration on the use of the Property. GRANTOR also covenants and warrants that the Property is free and clear of any and all liens, mortgages, or encumbrances that could impair GRANTOR'S rights to impose the restrictions described in this Declaration.

---The remainder of this page is intentionally left blank.---

IN WITNESS WHEREOF, Hernando County has executed this instrument, this 12th day of December, 2023.

HERNANDO COUNTY, FLORIDA

Elizabeth Narverud

Elizabeth Narverud
Chairman
Board of County Commissioners
Hernando County, Florida
20 N. Main Street, # 460,
Brooksville, FL 34601

Signed, sealed and delivered in the presence of:

Colleen Conko Date: 12-12-2023
Witness
Print Name: Colleen Conko

Kelly Trout Date: 12-12-23
Witness
Print Name: KELLY TROUT

STATE OF Florida)

COUNTY OF Hernando)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 12th day of December, 2023, by Elizabeth Narverud as Chairperson for Hernando Board of County Commissioners

Personally Known X OR Produced Identification _____.
Type of Identification Produced _____.

COLLEEN CONKO
Notary Public - State of Florida
Commission # HH 281269
My Comm. Expires Jun 27, 2026
Bonded through National Notary Assn.

Colleen Conko
Signature of Notary Public
Colleen Conko
Print Name of Notary Public
Commission No. HH 281269
Commission Expires: 06-27-2026

Approved as to Form
and Legal Sufficiency

By: Victoria Anderson
County Attorney's Office

Approved as to form by the Florida Department of Environmental Protection, Office of General Counsel _____.

IN WITNESS WHEREOF, the Florida Department of Environmental Protection has executed this instrument, this 29 day of March, 2024.

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

Kelley M. Boatwright

KELLEY BOATWRIGHT
Director of District Management
Department of Environmental Protection
Southwest District
13051 N. Telecom Parkway
Temple Terrace, Florida 33637-0926

Signed, sealed and delivered in the presence of:

Witness: Robert A. Sellers Date: 3/29/2024
Print Name: Robert A. Sellers

Witness: _____ Date: 3/29/2024
Print Name: John R. Segro

STATE OF Florida)
COUNTY OF Hillsborough)

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 29 day of March, 2024, by Kelley Boatwright as representative for the Florida Department of Environmental Protection.

Personally Known ✓ OR Produced Identification _____.
Type of Identification Produced _____.

_____
Signature of Notary Public

Evan Wimberly
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # HH197718
My Commission Expires Nov. 11, 2025

_____
Print Name of Notary Public
Commission No. _____
Commission Expires: _____

EXHIBIT 'A' - THE PROPERTY

COMMENCE AT THE QUARTER SECTION LINE ON NORTH BOUNDARY OF SECTION 22, TOWNSHIP 22 SOUTH, RANGE 19 EAST, RUN THENCE SOUTH 00°43' WEST ALONG SAID SECTION LINE 680 FEET, THENCE SOUTH 87°23'01" EAST ALONG SOUTH BONDARY OF COOK AVENUE 711 FEET, THENCE SOUTH 00°14' WEST ALONG EAST BOUNDARY OF SAXON'S HEIGHTS 704.55 FEET TO CENTER OF PAVED ROAD FOR A POINT OF BEGINNING, RUN

THENCE SOUTH 89°17'14" WEST 630 FEET ALONG THE CENTER OF ROAD,

THENCE SOUTH 00°14' WEST 346 FEET,

THENCE NORTH 89°17'14" EAST 630 FEET,

THENCE NORTH 00°14' EAST 346 FEET, TO POINT OF BEGINNING: EXCEPTING ROAD RIGHT-OF WAY.

SECTION 9 , TOWNSHIP 26 SOUTH, RANGE 20 EAST
HERNANDO COUNTY, FLORIDA

EXHIBIT "B" - AREA OF SOIL CONTAMINATION

DESCRIPTION: EC AREA "A":

BEING A PARCEL OF LAND LOCATED IN SECTION 9, TOWNSHIP 26 SOUTH, RANGE 20 EAST, HERNANDO COUNTY, FLORIDA AND BEING A PORTION OF PREMISES DESCRIBED IN DEED TO HERNANDO COUNTY RECORDED IN OFFICIAL RECORD BOOK 16, PAGE 157 (ALL REFERENCES HEREIN ARE OF THE PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA) SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF LOT 18, SAXON HEIGHTS SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 16; THENCE, SOUTH 00°02'03" EAST A DISTANCE OF 49.94 FEET TO THE NORTHEAST CORNER OF SAID COUNTY PREMISES; THENCE, WITH THE EAST LINE THEREOF, SOUTH 01°06'42" EAST A DISTANCE OF 98.97 FEET; THENCE, THROUGH SAID COUNTY PREMISES, SOUTH 88°53'18" WEST A DISTANCE OF 465.21 FEET TO THE NORTHEAST CORNER OF AN ASPHALT PAD AND THE POINT OF BEGINNING; THENCE, WITH THE OUTSIDE EDGE OF SAID ASPHALT PAD THE FOLLOWING SEVENTEEN (17) COURSES: 1) SOUTH 00°10'14" EAST A DISTANCE OF 37.28 FEET; 2) SOUTH 41°26'23" EAST A DISTANCE OF 1.10 FEET; 3) SOUTH 07°11'33" EAST A DISTANCE OF 1.79 FEET; 4) SOUTH 24°29'27" WEST A DISTANCE OF 2.22 FEET; 5) SOUTH 01°21'13" WEST A DISTANCE OF 7.70 FEET; 6) SOUTH 87°51'36" WEST A DISTANCE OF 16.36 FEET; 7) SOUTH 03°44'17" EAST A DISTANCE OF 6.17 FEET; 8) SOUTH 00°40'04" EAST A DISTANCE OF 26.26 FEET; 9) SOUTH 18°08'29" WEST A DISTANCE OF 3.03 FEET; 10) SOUTH 05°29'31" EAST A DISTANCE OF 23.39 FEET; 11) SOUTH 88°09'57" WEST A DISTANCE OF 27.18 FEET; 12) SOUTH 00°36'57" EAST A DISTANCE OF 9.58 FEET; 13) NORTH 89°01'42" WEST A DISTANCE OF 26.66 FEET; 14) NORTH 02°12'59" WEST A DISTANCE OF 24.05 FEET; 15) NORTH 01°18'54" EAST A DISTANCE OF 46.93 FEET; 16) NORTH 88°05'37" EAST A DISTANCE OF 15.84 FEET; 17) NORTH 30°03'51" EAST A DISTANCE OF 4.07 FEET; THENCE, CONTINUE THROUGH SAID COUNTY PREMISES AND WITH THE EDGE OF SAID ASPHALT PAD AND ALSO CROSSING INTO A CONCRETE SLAB THE FOLLOWING TWO (2) COURSES: 1) NORTH 00°11'04" EAST A DISTANCE OF 44.09 FEET; 2) SOUTH 89°39'33" EAST A DISTANCE OF 49.94 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 0.137 ACRES (5951 SQUARE FEET) OF LAND, MORE OR LESS.

SURVEYOR'S NOTES:

1) THIS IS NOT A FIELD SURVEY. THIS SKETCH AND DESCRIPTION WAS PREPARED IN ACCORDANCE WITH STANDARDS OF PRACTICE FOR SURVEYORS AND MAPPERS AS SET FORTH IN ADMINISTRATIVE RULE 5J-17, FLORIDA ADMINISTRATIVE CODE. THIS IS NOT A BOUNDARY SURVEY.

2) THE BASIS OF BEARINGS IS GRID NORTH, STATE PLANE COORDINATE SYSTEM, FLORIDA WEST (NGS ZONE 902) BASED ON GPS OBSERVATIONS AT THE TIME OF THE SURVEY.

3) ADDITIONS AND/OR DELETIONS TO THIS SKETCH OF DESCRIPTION, BY ANYONE OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

4) PRINTED COPIES OF THIS SKETCH AND DESCRIPTION ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. DIGITAL COPIES OF THIS SKETCH AND DESCRIPTION ARE NOT CONSIDERED VALID WITHOUT THE ELECTRONIC SIGNATURE AS SET FORTH IN ADMINISTRATIVE RULE 5J-17, FLORIDA ADMINISTRATIVE CODE.

THIS SKETCH & DESCRIPTION WAS PREPARED UNDER MY DIRECTION AND ORDER IN ACCORDANCE WITH ADMINISTRATIVE RULE 5J-17 FLORIDA ADMINISTRATIVE CODE.	PAUL R. JACKSON FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. 6719	KCI TECHNOLOGIES	KCI TECHNOLOGIES LB 6901 4041 CRESCENT PARK DRIVE TAMPA, FL 33578 PHONE (813) 740-2300 FAX (813) 740-0156	SKETCH & DESCRIPTION OF EC AREA "A" FOR PETROTECH
				DATE: APRIL 22, 2021 / SCALE: N/A / SHEET: 1 OF 2

SECTION 9 , TOWNSHIP 26 SOUTH, RANGE 20 EAST
HERNANDO COUNTY, FLORIDA

W. DR. M.L. KING JR. BOULEVARD

POINT OF COMMENCEMENT
SOUTHEAST CORNER OF LOT 18,
SAXON HEIGHTS SUBDIVISION
(PLAT BOOK 5, PAGE 16)

S00°02'03"E
49.94'

NORTHEAST CORNER
HERNANDO COUNTY PREMISES
O.R. BOOK 16, PAGE 157

S01°06'42"E
98.97'

EAST LINE OF
HERNANDO COUNTY
PREMISES

S88°53'18"W
465.21'

POINT OF
BEGINNING

CONCRETE PAD

ASPHALT PAD

L1 L2 L3 L4 L5 L6 L7 L8 L9 L10 L11 L12 L13 L14 L15 L16 L17 L18 L19

LINE TABLE		
NO	BEARING	DISTANCE
L1	S00°10'14"E	37.28'
L2	S41°26'23"E	1.10'
L3	S07°11'33"E	1.79'
L4	S24°29'27"W	2.22'
L5	S01°21'13"W	7.70'
L6	S87°51'36"W	16.36'
L7	S03°44'17"E	6.17'
L8	S00°40'04"E	26.26'
L9	S18°08'29"W	3.03'
L10	S05°29'31"E	23.39'
L11	S88°09'57"W	27.18'
L12	S00°36'57"E	9.58'
L13	N89°01'42"W	26.66'
L14	N02°12'59"W	24.05'
L15	N01°18'54"E	46.93'
L16	N88°05'37"E	15.84'
L17	N30°03'51"E	4.07'
L18	N00°11'04"E	44.09'
L19	S89°39'33"E	49.94'

GRID NORTH

Page 12 of 21

0 10 20
1 INCH = 20 FEET

NOT A FIELD SURVEY

KCI TECHNOLOGIES
LB 5901
4041 CRESCENT PARK DRIVE
TAMPA, FL 33578
PHONE (813) 740-2000
FAX (813) 740-6159

SKETCH & DESCRIPTION OF
EC AREA - A
FOR
FETROTECH

DATE: APRIL 22, 2021
SCALE: 1" = 20'
SHEET: 2 OF 2

SECTION 9 , TOWNSHIP 26 SOUTH, RANGE 20 EAST
HERNANDO COUNTY, FLORIDA

DESCRIPTION: EC AREA "B"

BEING A PARCEL OF LAND LOCATED IN SECTION 9, TOWNSHIP 26 SOUTH, RANGE 20 EAST, HERNANDO COUNTY, FLORIDA AND BEING A PORTION OF PREMISES DESCRIBED IN DEED TO HERNANDO COUNTY RECORDED IN OFFICIAL RECORD BOOK 16, PAGE 157 (ALL REFERENCES HEREIN ARE OF THE PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA) SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF LOT 18, SAXON HEIGHTS SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 16; THENCE, SOUTH 00°02'03" EAST A DISTANCE OF 49.94 FEET TO THE NORTHEAST CORNER OF SAID COUNTY PREMISES; THENCE, WITH THE EAST LINE THEREOF, SOUTH 01°06'42" EAST A DISTANCE OF 172.55 FEET; THENCE, THROUGH SAID COUNTY PREMISES, SOUTH 88°53'18" WEST A DISTANCE OF 315.28 FEET TO THE NORTHEAST CORNER OF AN ASPHALT PAD AND THE POINT OF BEGINNING; THENCE, WITH THE OUTSIDE EDGE OF SAID ASPHALT PAD THE FOLLOWING THIRTEEN (13) COURSES: 1) SOUTH 01°04'13" EAST A DISTANCE OF 12.15 FEET; 2) SOUTH 12°54'12" EAST A DISTANCE OF 5.97 FEET; 3) SOUTH 03°29'27" WEST A DISTANCE OF 28.87 FEET; 4) SOUTH 89°20'43" WEST A DISTANCE OF 67.57 FEET; 5) NORTH 01°49'08" EAST A DISTANCE OF 3.21 FEET; 6) NORTH 86°49'05" EAST A DISTANCE OF 1.50 FEET; 7) NORTH 02°43'42" EAST A DISTANCE OF 18.51 FEET; 8) NORTH 00°25'52" EAST A DISTANCE OF 19.14 FEET; 9) SOUTH 85°29'30" EAST A DISTANCE OF 7.02 FEET; 10) SOUTH 36°45'45" EAST A DISTANCE OF 1.71 FEET; 11) NORTH 89°24'49" EAST A DISTANCE OF 15.43 FEET; 12) NORTH 00°42'34" EAST A DISTANCE OF 8.56 FEET; 13) SOUTH 89°46'56" EAST A DISTANCE OF 41.58 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 0.067 ACRES (2935 SQUARE FEET) OF LAND, MORE OR LESS.

SURVEYOR'S NOTES:

1) THIS IS NOT A FIELD SURVEY. THIS SKETCH AND DESCRIPTION WAS PREPARED IN ACCORDANCE WITH STANDARDS OF PRACTICE FOR SURVEYORS AND MAPPERS AS SET FORTH IN ADMINISTRATIVE RULE 5J-17, FLORIDA ADMINISTRATIVE CODE. THIS IS NOT A BOUNDARY SURVEY.

2) THE BASIS OF BEARINGS IS GRID NORTH, STATE PLANE COORDINATE SYSTEM, FLORIDA WEST (NGS ZONE 902) BASED ON GPS OBSERVATIONS AT THE TIME OF THE SURVEY.

3) ADDITIONS AND/OR DELETIONS TO THIS SKETCH OF DESCRIPTION, BY ANYONE OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

4) PRINTED COPIES OF THIS SKETCH AND DESCRIPTION ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. DIGITAL COPIES OF THIS SKETCH AND DESCRIPTION ARE NOT CONSIDERED VALID WITHOUT THE ELECTRONIC SIGNATURE AS SET FORTH IN ADMINISTRATIVE RULE 5J-17, FLORIDA ADMINISTRATIVE CODE.

KCI JOB #512009488

THIS SKETCH & DESCRIPTION WAS PREPARED UNDER MY DIRECTION IN ACCORDANCE WITH ADMINISTRATIVE RULE 5J-17 FLORIDA ADMINISTRATIVE CODE	PAUL R. JACKSON FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. 6719	KCI TECHNOLOGIES LB 6901 4041 CRESCENT PARK DRIVE TAMPA, FL 33578 PHONE (813) 740-2300 FAX (813) 740-2359	SKETCH & DESCRIPTION OF EC AREA "B" FOR PETROTECH	
			DATE APRIL 22, 2021	SCALE NTS
				SHEET 1 OF 2

(PLAT BOOK 5, PAGE 16)

SECTION 9 , TOWNSHIP 26 SOUTH, RANGE 20 EAST
HERNANDO COUNTY, FLORIDA

W. DR. M.L. KING JR. BOULEVARD

S00°02'03"E
49.94'

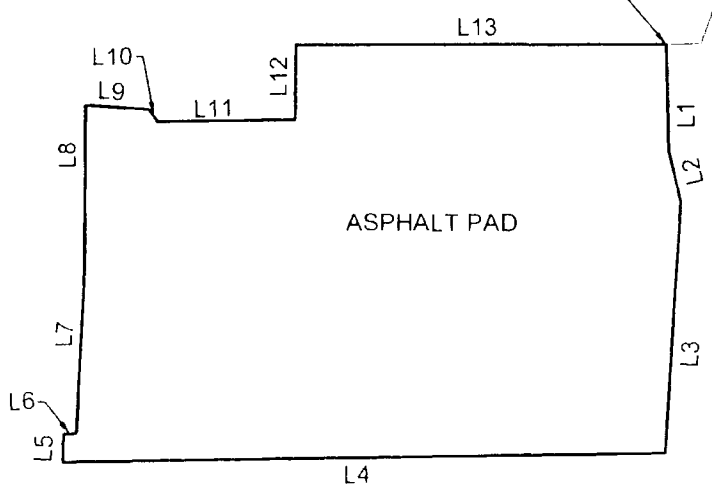
NORTHEAST CORNER
HERNANDO COUNTY PREMISES
O.R. BOOK 16, PAGE 157

S01°06'42"E
172.55'

EAST LINE OF
HERNANDO COUNTY
PREMISES

POINT OF
BEGINNING

S88°53'18"W 315.28'



LINE DATA		
NO	BEARING	DISTANCE
L1	S01 04'13"E	12 15'
L2	S12 54'12"E	5 97'
L3	S03 29'27"W	28 87'
L4	S89 20'43"W	67 57'
L5	N01 49'06"E	3 21'
L6	N86 49'05"E	1 50'
L7	N02 43'42"E	18 51
L8	N00 25'52"E	19 14'
L9	S85 29'30"E	7 02'
L10	S36 45'45"E	1 71'
L11	N89 24 49"E	15 43'
L12	N00 42'34"E	8 56'
L13	S89 46'56"E	41 58

GRID NORTH

0 10 20
1 INCH = 20 FEET

NOT A FIELD SURVEY

KCI TECHNOLOGIES
LB 696
496 CRESCENT PARK DRIVE
TAMPA, FL 33578
PHONE (813) 740-2300
FAX (813) 740-9159

SKETCH & DESCRIPTION OF
EC AREA B
FOR
PETROTECH

DATE: APRIL 21, 2021 | SCALE: 1" = 2' | SHEET: 2 OF 2

SECTION 9 , TOWNSHIP 26 SOUTH, RANGE 20 EAST
HERNANDO COUNTY, FLORIDA

DESCRIPTION: EC AREA "C"

BEING A PARCEL OF LAND LOCATED IN SECTION 9, TOWNSHIP 26 SOUTH, RANGE 20 EAST, HERNANDO COUNTY, FLORIDA AND BEING A PORTION OF PREMISES DESCRIBED IN DEED TO HERNANDO COUNTY RECORDED IN OFFICIAL RECORD BOOK 16, PAGE 157 (ALL REFERENCES HEREIN ARE OF THE PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA) SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF LOT 18, SAXON HEIGHTS SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 16; THENCE, SOUTH 00°02'03" EAST A DISTANCE OF 49.94 FEET TO THE NORTHEAST CORNER OF SAID COUNTY PREMISES; THENCE, WITH THE EAST LINE THEREOF, SOUTH 01°06'42" EAST A DISTANCE OF 184.53 FEET; THENCE, THROUGH SAID COUNTY PREMISES, SOUTH 88°53'18" WEST A DISTANCE OF 143.49 FEET TO A POINT ON A CONCRETE PAD AND THE POINT OF BEGINNING; THENCE, CONTINUE THROUGH SAID COUNTY PREMISES AND CROSSING SAID CONCRETE PAD THE FOLLOWING FOUR (4) COURSES: 1) SOUTH 00°00'00" EAST A DISTANCE OF 21.48 FEET; 2) NORTH 87°40'51" WEST A DISTANCE OF 9.83 FEET; 3) SOUTH 78°20'45" WEST A DISTANCE OF 1.60 FEET; 4) SOUTH 01°24'28" WEST A DISTANCE OF 15.06 FEET TO THE SOUTH EDGE OF SAID CONCRETE PAD; THENCE, WITH THE SOUTH EDGE OF SAID CONCRETE PAD AND THE SOUTH EDGE OF AN ASPHALT PAD, SOUTH 89°12'14" WEST A DISTANCE OF 69.82 FEET; THENCE, WITH THE EDGE OF SAID ASPHALT PAD THE FOLLOWING SIX (6) COURSES: 1) NORTH 02°06'21" EAST A DISTANCE OF 7.95 FEET; 2) SOUTH 89°56'18" EAST A DISTANCE OF 32.55 FEET; 3) NORTH 00°03'57" WEST A DISTANCE OF 10.45 FEET; 4) NORTH 88°23'41" EAST A DISTANCE OF 7.68 FEET; 5) NORTH 00°50'39" WEST A DISTANCE OF 11.06 FEET; 6) NORTH 89°38'24" EAST A DISTANCE OF 6.84 FEET TO THE EDGE OF THE AFORE SAID CONCRETE PAD; THENCE, WITH THE EDGE OF SAID CONCRETE PAD, NORTH 01°01'31" EAST A DISTANCE OF 7.84 FEET; THENCE, CROSSING SAID CONCRETE PAD, SOUTH 89°51'31" EAST A DISTANCE OF 34.25 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 0.038 ACRES (1667 SQUARE FEET) OF LAND, MORE OR LESS.

SURVEYOR'S NOTES:

1) THIS IS NOT A FIELD SURVEY. THIS SKETCH AND DESCRIPTION WAS PREPARED IN ACCORDANCE WITH STANDARDS OF PRACTICE FOR SURVEYORS AND MAPPERS AS SET FORTH IN ADMINISTRATIVE RULE 5J-17, FLORIDA ADMINISTRATIVE CODE. THIS IS NOT A BOUNDARY SURVEY.

2) THE BASIS OF BEARINGS IS GRID NORTH, STATE PLANE COORDINATE SYSTEM, FLORIDA WEST (NGS ZONE 902) BASED ON GPS OBSERVATIONS AT THE TIME OF THE SURVEY.

3) ADDITIONS AND/OR DELETIONS TO THIS SKETCH OF DESCRIPTION, BY ANYONE OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

4) PRINTED COPIES OF THIS SKETCH AND DESCRIPTION ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. DIGITAL COPIES OF THIS SKETCH AND DESCRIPTION ARE NOT CONSIDERED VALID WITHOUT THE ELECTRONIC SIGNATURE AS SET FORTH IN ADMINISTRATIVE RULE 5J-17, FLORIDA ADMINISTRATIVE CODE.

THIS SKETCH & DESCRIPTION WAS PREPARED UNDER MY DIRECTION AND SUPERVISION IN ACCORDANCE WITH CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE

PAUL R. JACKSON
FLORIDA PROFESSIONAL
SURVEYOR & MAPPER NO. 6711

KCI TECHNOLOGIES
INC.
4041 CRESCENT PARK DRIVE
TAMPA FL 33618
PHONE (813) 740-2330
FAX (813) 740-2338

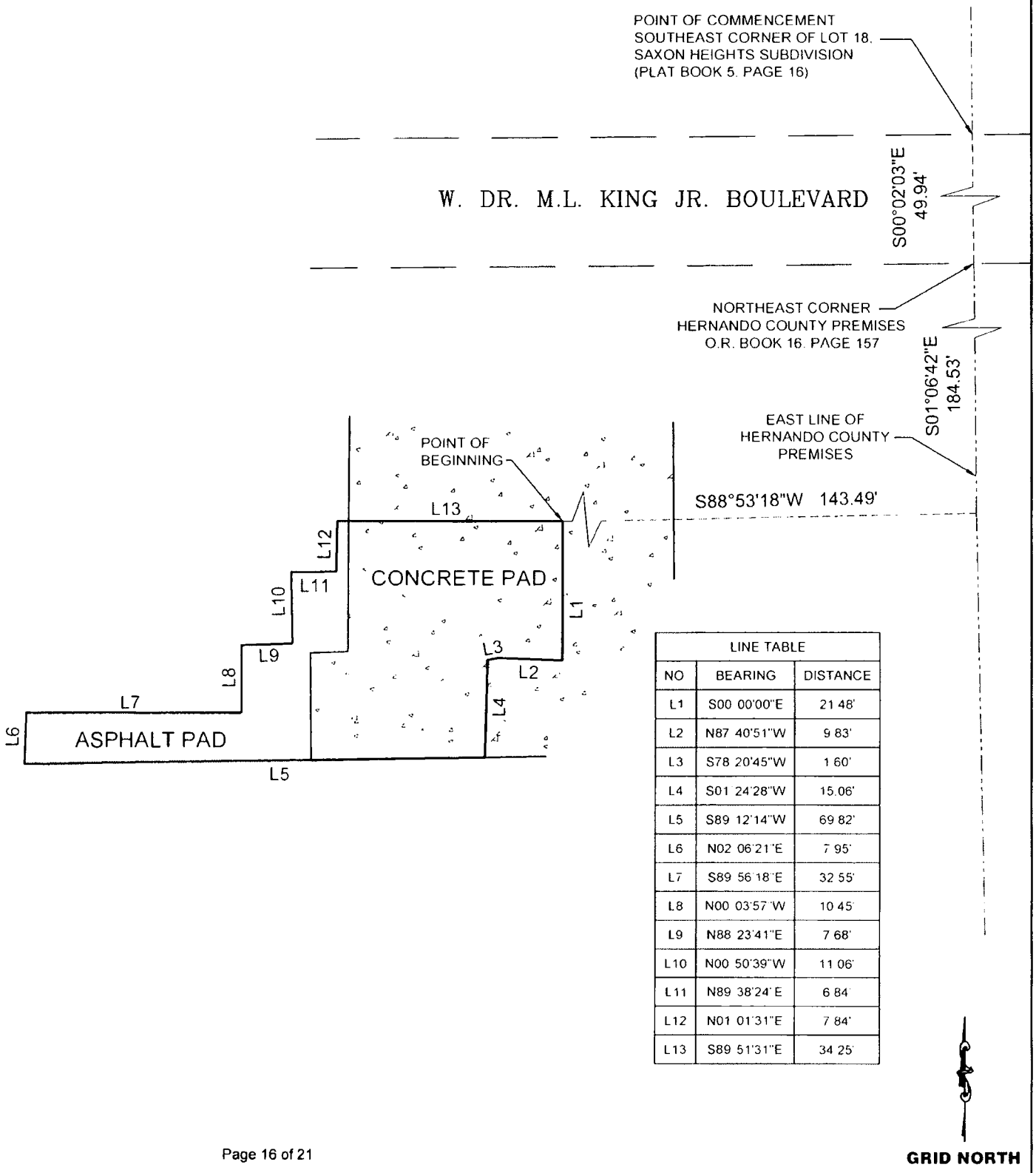
KCI TECHNOLOGIES

KCI JOB #: 2209468

SKETCH & DESCRIPTION
EC AREA "C"
FOR
PETROTECH

DATE	SCALE	SHEET
APRIL 27, 2021	N.T.S.	1 OF 2

SECTION 9 , TOWNSHIP 26 SOUTH, RANGE 20 EAST
HERNANDO COUNTY, FLORIDA



LINE TABLE		
NO	BEARING	DISTANCE
L1	S00 00'00"E	21 48'
L2	N87 40'51"W	9 83'
L3	S78 20'45"W	1 60'
L4	S01 24'28"W	15.06'
L5	S89 12'14"W	69 82'
L6	N02 06'21"E	7 95'
L7	S89 56'18"E	32 55'
L8	N00 03'57"W	10 45'
L9	N88 23'41"E	7 68'
L10	N00 50'39"W	11 06'
L11	N89 38'24"E	6 84'
L12	N01 01'31"E	7 84'
L13	S89 51'31"E	34 25'

GRID NORTH

0 10 20
1 INCH = 20 FEET

NOT A FIELD SURVEY

KCI TECHNOLOGIES
LB 6901
4041 CRESCENT PARK DRIVE
TAMPA, FL 33578
PHONE (813) 740 2300
FAX (813) 740 0159

SKETCH & DESCRIPTION OF
EC AREA C
FOR
PETROTECH

DATE	SCALE	SHEET
APRIL 22, 2021	1" = 20'	2 OF 2

SECTION 9 , TOWNSHIP 26 SOUTH, RANGE 20 EAST
HERNANDO COUNTY, FLORIDA

DESCRIPTION: EC AREA "D"

BEING A PARCEL OF LAND LOCATED IN SECTION 9, TOWNSHIP 26 SOUTH, RANGE 20 EAST, HERNANDO COUNTY, FLORIDA AND BEING A PORTION OF PREMISES DESCRIBED IN DEED TO HERNANDO COUNTY RECORDED IN OFFICIAL RECORD BOOK 16, PAGE 157 (ALL REFERENCES HEREIN ARE OF THE PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA) SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF LOT 18, SAXON HEIGHTS SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 16; THENCE, SOUTH 00°02'03" EAST A DISTANCE OF 49.94 FEET TO THE NORTHEAST CORNER OF SAID COUNTY PREMISES; THENCE, WITH THE EAST LINE THEREOF, SOUTH 01°06'42" EAST A DISTANCE OF 122.34 FEET; THENCE, THROUGH SAID COUNTY PREMISES, SOUTH 88°53'18" WEST A DISTANCE OF 98.30 FEET TO THE NORTHEAST CORNER OF AN ASPHALT PAD AND THE POINT OF BEGINNING; THENCE, WITH THE OUTSIDE EDGE OF SAID ASPHALT PAD THE FOLLOWING FIVE (5) COURSES: 1) SOUTH 00°28'01" EAST A DISTANCE OF 18.90 FEET; 2) SOUTH 14°54'52" EAST A DISTANCE OF 3.28 FEET; 3) SOUTH 01°09'12" EAST A DISTANCE OF 2.38 FEET; 4) SOUTH 15°42'11" WEST A DISTANCE OF 3.38 FEET; 5) SOUTH 01°20'53" WEST A DISTANCE OF 7.18 FEET; THENCE, WITH THE SOUTH EDGE OF SAID ASPHALT PAD AND CROSSING INTO A CONCRETE PAD, SOUTH 89°852'26" WEST A DISTANCE OF 36.91 FEET; THENCE, CONTINUE ACROSS SAID CONCRETE PAD, NORTH 00°00'00" WEST A DISTANCE OF 35.00 FEET; THENCE, CONTINUE ACROSS SAID CONCRETE PAD AND WITH THE NORTH EDGE OF SAID ASPHALT PAD, SOUTH 89°56'07" EAST A DISTANCE OF 36.95 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 0.030 ACRES (1299 SQUARE FEET) OF LAND, MORE OR LESS.

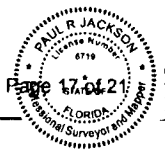
SURVEYOR'S NOTES:

1) THIS IS NOT A FIELD SURVEY. THIS SKETCH AND DESCRIPTION WAS PREPARED IN ACCORDANCE WITH STANDARDS OF PRACTICE FOR SURVEYORS AND MAPPERS AS SET FORTH IN ADMINISTRATIVE RULE 5J-17, FLORIDA ADMINISTRATIVE CODE. THIS IS NOT A BOUNDARY SURVEY.

2) THE BASIS OF BEARINGS IS GRID NORTH, STATE PLANE COORDINATE SYSTEM, FLORIDA WEST (NGS ZONE 902) BASED ON GPS OBSERVATIONS AT THE TIME OF THE SURVEY.

3) ADDITIONS AND/OR DELETIONS TO THIS SKETCH OF DESCRIPTION, BY ANYONE OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

4) PRINTED COPIES OF THIS SKETCH AND DESCRIPTION ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. DIGITAL COPIES OF THIS SKETCH AND DESCRIPTION ARE NOT CONSIDERED VALID WITHOUT THE ELECTRONIC SIGNATURE AS SET FORTH IN ADMINISTRATIVE RULE 5J-17, FLORIDA ADMINISTRATIVE CODE.



KCI JOB #512009488

THIS SKETCH & DESCRIPTION WAS PREPARED UNDER THE DIRECTION OF ME IN ACCORDANCE WITH ADMINISTRATIVE RULE 5J-17 FLORIDA ADMINISTRATIVE CODE

PAUL R. JACKSON
FLORIDA PROFESSIONAL
SURVEYOR & MAPPER NO. 6719

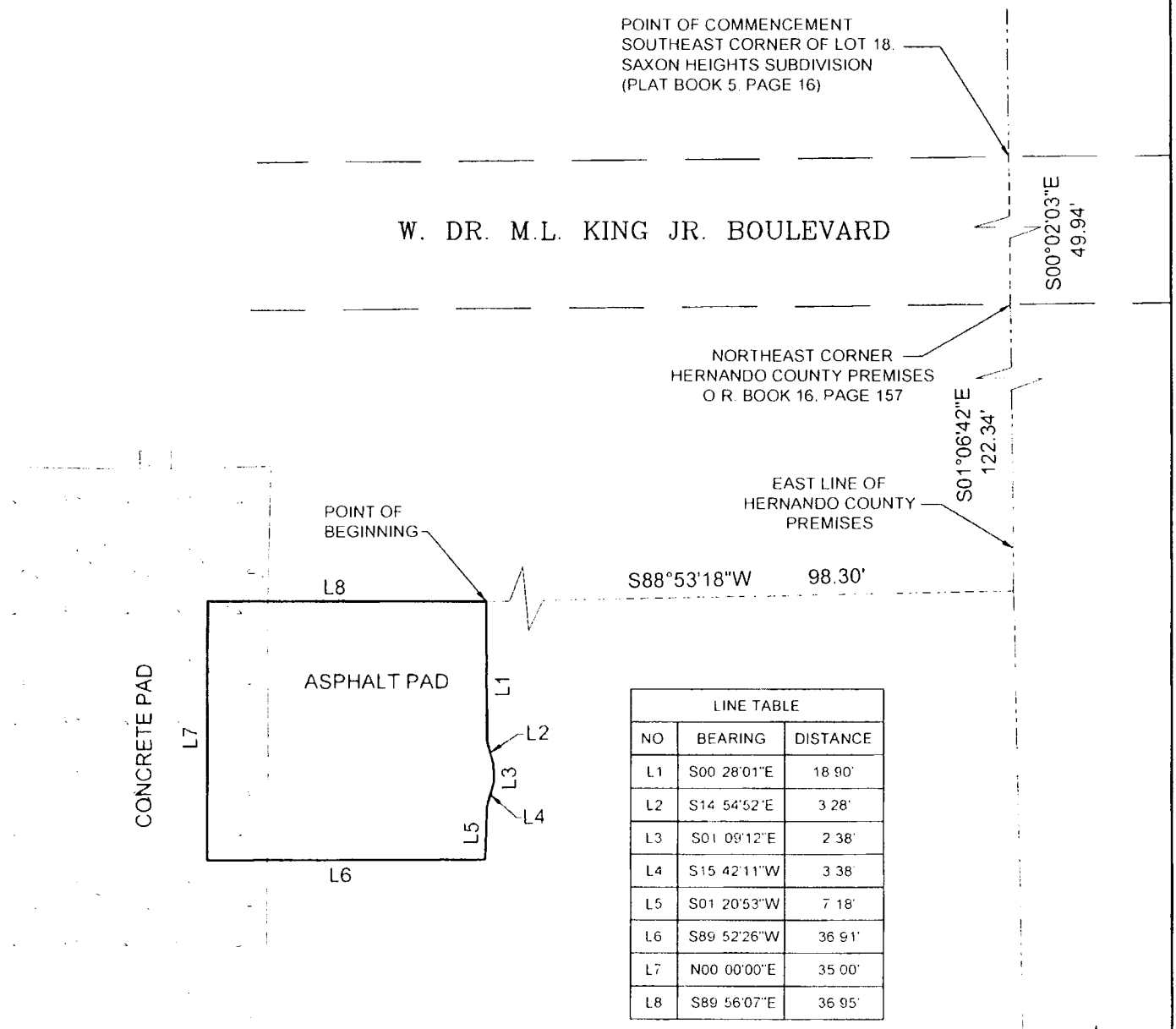
KCI TECHNOLOGIES
LB 6901
4041 CRESCENT PARK DRIVE
TAMPA, FL 33578
PHONE (813) 740-2300
FAX (813) 740-0159

KCI TECHNOLOGIES

SKETCH & DESCRIPTION OF
EC AREA 'D'
FOR
PETROTECH

DATE	SCALE	SHEET
APRIL 22, 2021	N/S	1 OF 2

SECTION 9 , TOWNSHIP 26 SOUTH, RANGE 20 EAST
HERNANDO COUNTY, FLORIDA



LINE TABLE		
NO	BEARING	DISTANCE
L1	S00 28'01"E	18.90'
L2	S14 54'52"E	3.28'
L3	S01 09'12"E	2.38'
L4	S15 42'11"W	3.38'
L5	S01 20'53"W	7.18'
L6	S89 52'26"W	36.91'
L7	N00 00'00"E	35.00'
L8	S89 56'07"E	36.95'

GRID NORTH

0 10 20
1 INCH = 20 FEET

NOT A FIELD SURVEY

KCI TECHNOLOGIES
KCI TECHNOLOGIES
4041 CRESCENT PARK DRIVE
TAMPA, FL 33618
PHONE (813) 740-2300
FAX (813) 740-0359

SKETCH & DESCRIPTION OF
FOR
PETROTECH

DATE APRIL 2, 20[illegible] SCALE 1" = 20' SHEET [illegible] OF [illegible]

SECTION 9 , TOWNSHIP 26 SOUTH, RANGE 20 EAST
HERNANDO COUNTY, FLORIDA

DESCRIPTION: EC AREA "E"

BEING A PARCEL OF LAND LOCATED IN SECTION 9, TOWNSHIP 26 SOUTH, RANGE 20 EAST, HERNANDO COUNTY, FLORIDA AND BEING A PORTION OF PREMISES DESCRIBED IN DEED TO HERNANDO COUNTY RECORDED IN OFFICIAL RECORD BOOK 16, PAGE 157 (ALL REFERENCES HEREIN ARE OF THE PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA) SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF LOT 18, SAXON HEIGHTS SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 16; THENCE, SOUTH 00°02'03" EAST A DISTANCE OF 49.94 FEET TO THE NORTHEAST CORNER OF SAID COUNTY PREMISES; THENCE, WITH THE EAST LINE THEREOF, SOUTH 01°06'42" EAST A DISTANCE OF 198.92 FEET; THENCE, THROUGH SAID COUNTY PREMISES, SOUTH 88°53'18" WEST A DISTANCE OF 81.36 FEET TO THE NORTHEAST CORNER OF AN ASPHALT PAD AND THE POINT OF BEGINNING; THENCE, WITH THE EAST EDGE OF SAID ASPHALT PAD, SOUTH 15°56'15" WEST A DISTANCE OF 22.95 FEET; THENCE, WITH THE SOUTH LINE OF SAID ASPHALT PAD, SOUTH 89°01'00" WEST A DISTANCE OF 38.76 FEET; THENCE, WITH THE EAST EDGE OF A CONCRETE PAD THE FOLLOWING SIX (6) COURSES: 1) NORTH 02°20'22" WEST A DISTANCE OF 6.19 FEET; 2) NORTH 65°09'11" EAST A DISTANCE OF 0.84 FEET; 3) NORTH 01°17'15" EAST A DISTANCE OF 8.06 FEET; 4) NORTH 49°12'35" WEST A DISTANCE OF 1.68 FEET; 5) NORTH 76°01'22" WEST A DISTANCE OF 1.65 FEET; 6) NORTH 01°01'30" WEST A DISTANCE OF 6.76 FEET; THENCE, WITH THE NORTH LINE OF THE AFORESAID ASPHALT PAD, SOUTH 89°52'33" EAST A DISTANCE OF 47.37 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 0.022 ACRES (952 SQUARE FEET) OF LAND, MORE OR LESS.

SURVEYOR'S NOTES:

1) THIS IS NOT A FIELD SURVEY. THIS SKETCH AND DESCRIPTION WAS PREPARED IN ACCORDANCE WITH STANDARDS OF PRACTICE FOR SURVEYORS AND MAPPERS AS SET FORTH IN ADMINISTRATIVE RULE 5J-17, FLORIDA ADMINISTRATIVE CODE. THIS IS NOT A BOUNDARY SURVEY.

2) THE BASIS OF BEARINGS IS GRID NORTH, STATE PLANE COORDINATE SYSTEM, FLORIDA WEST (NGS ZONE 902) BASED ON GPS OBSERVATIONS AT THE TIME OF THE SURVEY.

3) ADDITIONS AND/OR DELETIONS TO THIS SKETCH OF DESCRIPTION, BY ANYONE OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

4) PRINTED COPIES OF THIS SKETCH AND DESCRIPTION ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. DIGITAL COPIES OF THIS SKETCH AND DESCRIPTION ARE NOT CONSIDERED VALID WITHOUT THE ELECTRONIC SIGNATURE AS SET FORTH IN ADMINISTRATIVE RULE 5J-17, FLORIDA ADMINISTRATIVE CODE.

Digitally signed by Paul R Jackson
DN: c=US, o=KCI TECHNOLOGIES INC., ou=A01410C0000017209BADCA40000E9F8, cn=Paul R Jackson
Date: 2021.04.22 17:57:56 -04'00'

KCI JOB #512009488

THIS SKETCH & DESCRIPTION WAS PREPARED UNDER MY DIRECTION AND IS IN COMPLIANCE WITH ADMINISTRATIVE RULE 5J-17 FLORIDA ADMINISTRATIVE CODE

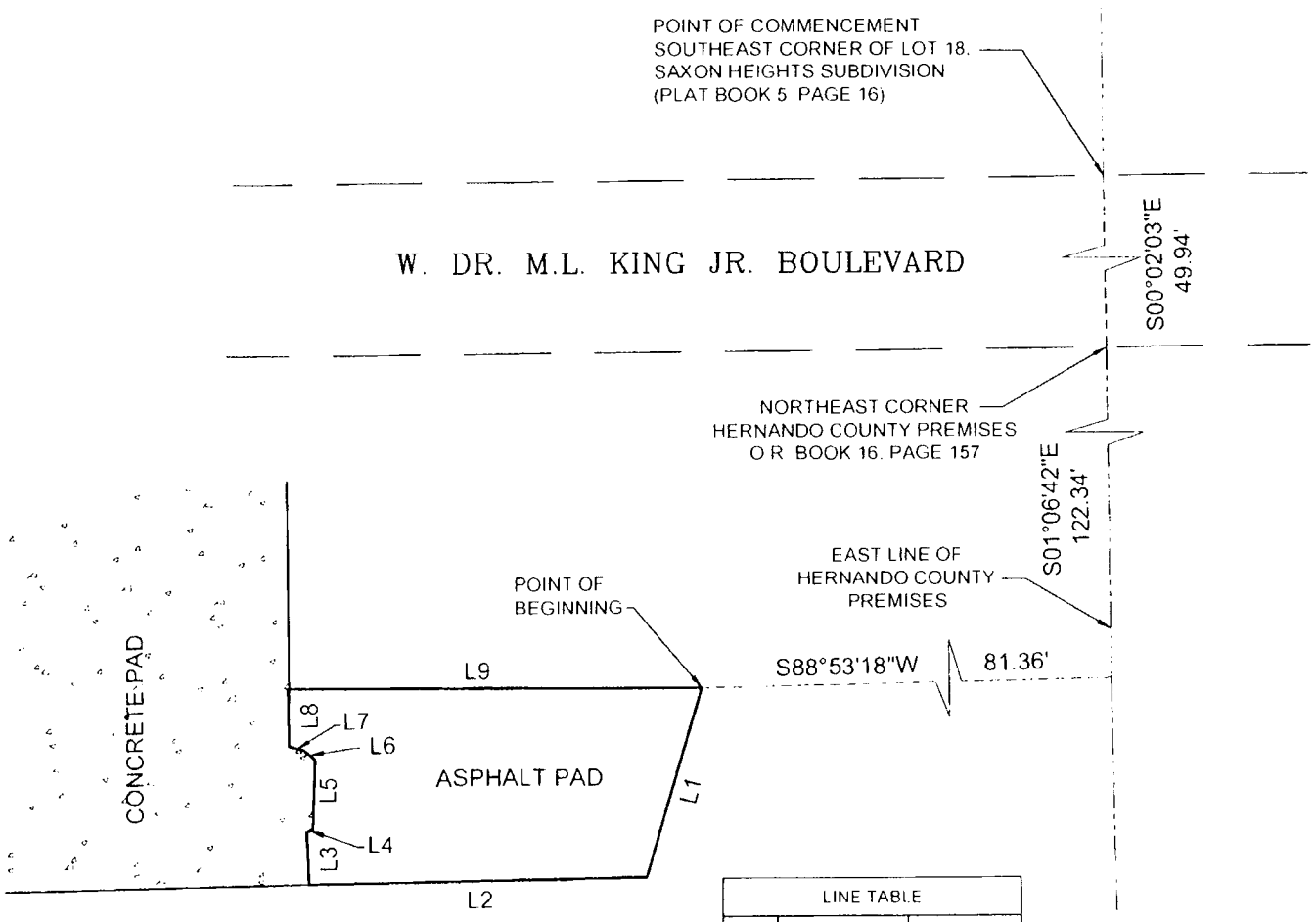
PAUL R. JACKSON
FLORIDA PROFESSIONAL
SURVEYOR & MAPPER NO. 6719

KCI TECHNOLOGIES
LB 6901
4041 CRESCENT PARK DRIVE
TAMPA, FL 33578
PHONE: (813) 740-2300
FAX: (813) 740-0159

SKETCH & DESCRIPTION OF
EC AREA "E"
FOR
FETROTECH

DATE	SCALE	SHEET
APRIL 22, 2021	NTS	1 OF 2

SECTION 9 , TOWNSHIP 26 SOUTH, RANGE 20 EAST
HERNANDO COUNTY, FLORIDA



LINE TABLE		
NO	BEARING	DISTANCE
L1	S15 56'15"W	22 95'
L2	S89 01'00"W	38 76'
L3	N02 20'22"W	6 19'
L4	N65 09'11"E	0 84'
L5	N01 17'15"E	8 06'
L6	N49 12'35"W	1 68'
L7	N76 01'22"W	1 65'
L8	N01 01'30"W	6 76'
L9	S89 52'33"E	47 37

GRID NORTH

0 10 20

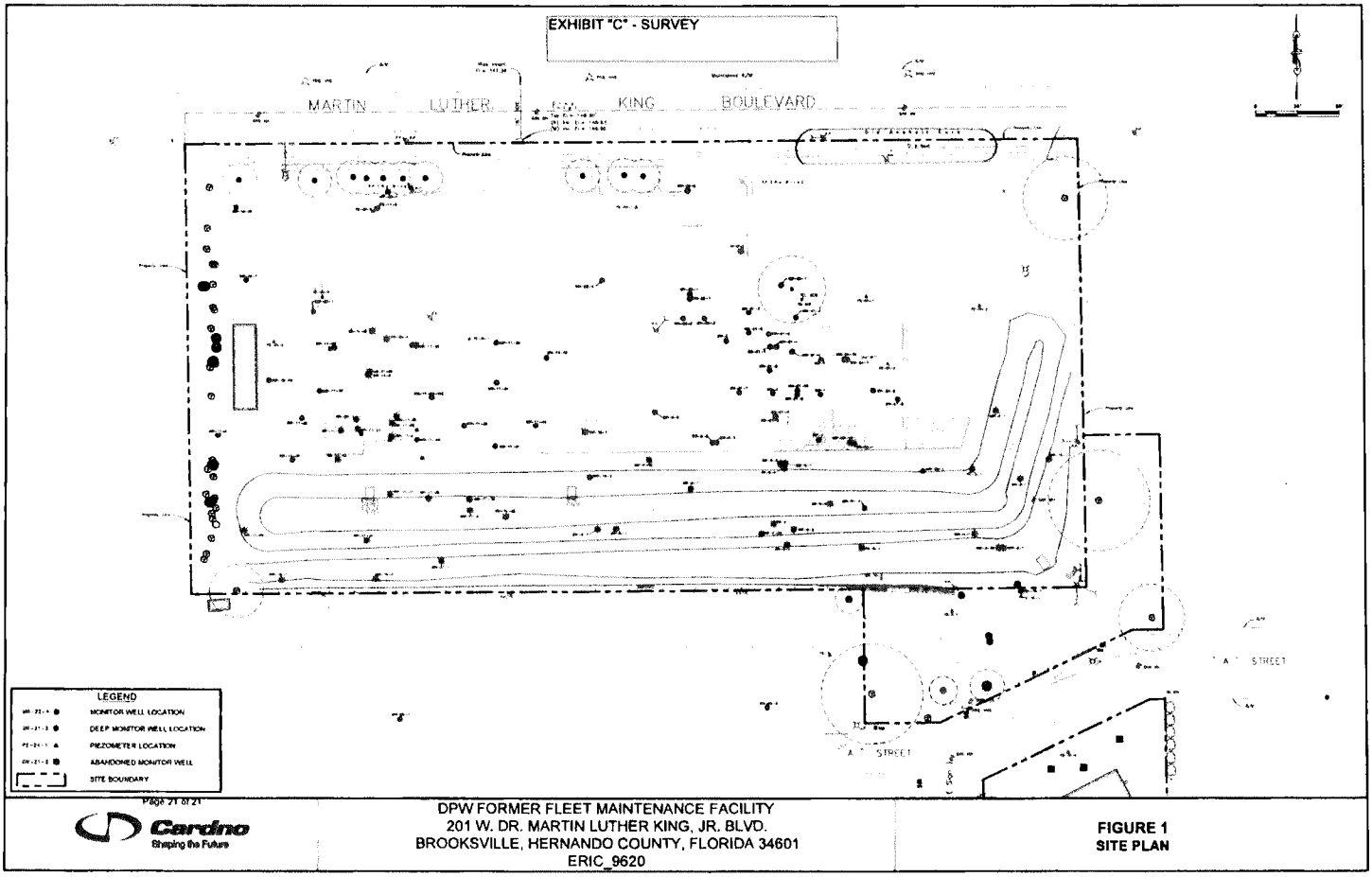
1 INCH = 20 FEET

NOT A FIELD SURVEY

KCI TECHNOLOGIES
LB 590
4041 CRESCENT PARK DRIVE
TAMPA, FL 33578
PHONE (813) 740 2300
FAX (813) 740 0159

SKETCH & DESCRIPTION OF
FLARE AREA F
FOR
PETROTECH

DATE	SCALE	SHEET
APRIL 22, 2021	1" = 20'	4 OF 5



Page 21 of 21

Cardno
Shaping the Future

DPW FORMER FLEET MAINTENANCE FACILITY
201 W. DR. MARTIN LUTHER KING, JR. BLVD.
BROOKSVILLE, HERNANDO COUNTY, FLORIDA 34601
ERIC_9620

FIGURE 1
SITE PLAN

Board of County Commissioners

AGENDA ITEM

Meeting: 10/22/2024
Department: Administration
Prepared By: Jeffrey Rogers
Initiator: Jeffrey Rogers
DOC ID: 14559
Legal Request Number: 21-562
Bid/Contract Number:

TITLE

Update Regarding Coronavirus State and Local Fiscal Recovery Funds Spending Plan Through American Rescue Plan Act (ARPA) and Discussion Regarding Use of Unobligated Funds

BRIEF OVERVIEW

On March 11, 2021, the American Rescue Plan Act (ARPA) was signed into law and established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Fund which together make up the Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") program. This program is intended to provide support to state, territorial, local, and tribal governments in responding to the economic and public health impacts of COVID 19.

Hernando County received a total of $37,666,688.00 over two installments, one in 2021 and the next in 2022. To date, there are $2,963,196.00 in unencumbered funds remaining. Funds are required to be obligated by December 31, 2024, and expended by December 31, 2026.

Staff has received requests from the Vincent Academy and the Community Food Bank's Rise Empowerment Center for assistance with construction of their facilities. In addition, staff is recommending allocating funds to the South Brooksville drainage project and to the Housing and Supportive Services Department for affordable housing. The funding requests and recommendations are as follows:

Vincent House $250,000.00
Rise Enrichment Center $250,000.00
Emergency Relief from Natural Disasters $2,463,196.00
Total $2,963.196.00

On March 11, 2021, the American Rescue Plan Act (ARPA) was signed into law and established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Fund which together make up the Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") program. This program is intended to provide support to state, territorial, local, and tribal governments in responding to the economic and public health impacts of COVID 19.

Hernando County received a total of $37,666,688.00 over two installments, one in 2021 and the next in 2022. To date, there are $2,963,196.00 in unencumbered funds remaining. Funds are required to be obligated by December 31, 2024, and expended by December 31, 2026.

Staff has received requests from the Vincent Academy and the Community Food Bank's Rise Empowerment Center for assistance with construction of their facilities. In addition, staff is recommending allocating funds to the South Brooksville drainage project and to the Housing and Supportive Services Department for affordable housing. The funding requests and

recommendations are as follows:

All ARPA funded projects must be in one of the following categories:

- To respond to the COVID 19 public health emergency or its negative economic impacts.
- To respond to workers performing essential work during the COVID 19 public health emergency by providing premium pay to such eligible workers of the recipient or by providing grants to eligible employers that have eligible workers who performed essential work.
- To make necessary investments in water, sewer, or broadband infrastructure.
- Emergency relief from natural disasters.
- Surface transportation projects.
- Title I projects, investing in activities that are eligible under the CDBG and ICDBG programs, as listed in section 105(a) of the Housing and Community Development Act of 1974.

Staff and the County's ARPA consultant firm, The Balmoral Group, have reviewed the projects and have determined that the listed projects meet the criteria as listed above and are eligible for ARPA funding. Projects associated with the Vincent House and Rise Enrichment Center are currently undergoing mandatory risk assessment by The Balmoral Group.

FINANCIAL IMPACT

Funds totaling $2,963,196.00 are available within Fund 1555 American Rescue for the projects approved by the Board.

LEGAL NOTE

The Board has the authority to act on this matter pursuant to Chapter 125, Florida Statutes.

RECOMMENDATION

It is recommended that the Board provide direction on the amount of unobligated funds to allocate to projects or project types. Upon Board direction, staff will develop associated obligation agreements and bring those agreements back to the BOCC for approval.

REVIEW PROCESS

Albert Bertram	Approved	10/14/2024 3:05 PM
Pamela Hare	Approved	10/14/2024 3:21 PM
Jon Jouben	Approved	10/15/2024 4:45 PM
Heidi Kurppe	Approved	10/16/2024 9:27 AM
Toni Brady	Approved	10/16/2024 10:28 AM
Jeffrey Rogers	Approved	10/17/2024 8:13 AM
Colleen Conko	Approved	10/17/2024 1:19 PM

RESULT: **ADOPTED**
MOVER: Brian Hawkins

SECONDER:	Steve Champion
AYES:	Narverud, Hawkins, Campbell, Allocco and Champion

Exhibit A: Scope of Work

Introduction

The work identified in this agreement will be performed on property owned or leased by the Community Food Bank. Unless approved by the County, no other entity shall be granted utilization of these funds.

Funding Requested: all or partial funding of $1,595,000 to lease an undetermined location or build on the 201 West Martin Luther King Blvd, Brooksville, FL location or similar property.

Budget

Our budget and on-boarding of the additional pantries as well as empowerment space and micro-retail incubator is dependent on the acquired facility or ground-up construction. If we are to occupy an existing building the build-out and needs will change accordingly as the cooler and freezer spaces require specific infrastructure and are best suited for a new construction opportunity. New pantry clients will be on–onboarded in phases and empowerment service partners will be managed by a volunteer steering committee. The micro-retail incubator will also be managed by a volunteer board with scaled lease agreements. Our current business model depicts the Maintenance Fees charged per pound to pantry partners for rescued products which are often waived and covered instead by grants or other funding. The purchased retail grade product has a small handling fee of up to 6% to cover our labor costs. In addition to these revenue vehicles that have allowed the Community Food Bank to be self-sustaining, we would explore progressive lease options for the mico-retail space and empowerment center should collaborative funding be found.

*See attached Hernando Facility Launch Budgets.

Project Timeline

Phase 1: Pre-Construction (Month 1-3)
Project Planning and Design (Month 1)
Define project scope and objectives
Hire an architect/engineer
Preliminary design and layout drafts
Develop a budget estimate
Site Acquisition and Permitting (Month 1-2)
Secure the property where the warehouse will be built
Apply for necessary zoning permits and licenses
Environmental assessments (if necessary)
Final Design Approval (Month 3)
Finalize architectural plans
Confirm design and construction specifications
Obtain building permits from local authorities

Phase 2: Groundwork and Foundation (Month 4-5)
Site Preparation (Month 4)
Clear the land of any debris, vegetation, or existing structures

Conduct grading and leveling of the site
Foundation Work (Month 4-5)
Excavate for the foundation
Pour concrete for the foundation and footing
Allow for curing time

Phase 3: Construction (Month 6-9)
Structural Framing (Month 6)
Erect steel or wooden framing for the warehouse and center
Install support beams, walls, and roof structures
Roofing and Exterior Work (Month 6-7)
Install roofing materials
Apply exterior wall finishes
Ensure all weatherproofing measures are in place
Utilities Installation (Month 7-8)
Rough in plumbing, electrical, and HVAC systems
Install service lines for water, electricity, and sewage
Interior Construction (Month 8-9)
Build interior walls, rooms, and office spaces
Install insulation and drywall
Begin finishing work: flooring, painting, and fixtures

Phase 4: Final Touches and Inspection (Month 10-12)
Final Installations and Landscaping (Month 10)
Complete installations of kitchens, restrooms, and other facilities
Landscaping around the property (plant trees, shrubs, etc.)
Finalize any outdoor lighting or signage
Inspections and Corrections (Month 11)
Arrange for inspections by local building authorities
Address any identified issues or corrections needed
Final Walkthrough and Cleanup (Month 12)
Conduct a final walkthrough with stakeholders
Address any last-minute touch-ups
Clean the site and prepare for opening

Phase 5: Opening and Community Engagement (End of Month 12)
Opening Ceremony (End of Month 12)
Organize a grand opening event to introduce the center to the community
Invite local leaders, stakeholders, and media
Begin outreach programs and distribution services

Agency Mission

The mission of the Community Food Bank is to be the driving force to promote awareness, inspire involvement, and end hunger. Since we opened our doors in 2013, the Community Food Bank has grown to provide 2 million pounds of food relief each year to over 30,000 Hernando County residents from our

main location in Citrus County through just 10 of the county's 32 pantries. Added to our other distribution area, this is a total of over 5.1 meals to over 70,000 every month. Whether facing food insecurity, nutritional deficits, or natural disasters, the Community Food Bank ensures that NO ONE in our community goes hungry.

Prospective clients our target population includes a significant percentage of low-income individuals and families who experience food insecurity choices between basic needs, generational poverty, and lack of access to providers and resources. Engaging with local service organizations, schools, churches, and community groups will help attract our target audience from the entire county.

Service Area

The service area includes all of Hernando County and is focused on the elevation of the South Brooksville population.

Need

The clients that the Community Food Bank and our network of pantry partners serve are disproportionately impacted by the far-reaching public health and negative economic impacts of the pandemic, generational poverty, low wages, disaster recovery, and age. These impacts include poor diets, lack of medical care access, lack of access to career and educational advancement training and opportunities, and lack of support for business entrepreneurs. 18% live in poverty. 10% of residents do not have a vehicle. 20% of children live in poverty. 22% are disabled. (Florida Chamber of Commerce)

The current number of clients that the Community Food Bank serves in Hernando County is approximately 30,000 per month. This represents 7% of the Hernando County population.

Our headquarters in Homosassa is at its service capacity for pantries and does not currently allow for any wrap-around services to be offered. Since convening our Hernando Task Force in 2021, the Community Food Bank has worked to research the areas we could most impact now and in the future, create dialog regarding true needs, develop alliances and support, and raise awareness with stakeholders, donors, and other partners. We have tentative commitments with Feedning Tampa Bay, FarmShare, and Emergency Management to expand our service availability to all pantries and locations of need in the county. We have also worked to increase our donor base and recruit investors for our capital campaign. Our current headquarters will allow us to phase in new agency partners, support logistics and operational needs, and direct funding activities. The campus will serve as a vital hub for local engagement and empowerment. By providing a safe, welcoming space for residents, we encourage positive interactions and foster a sense of belonging with community based support among residents.

Agency Request

The Community Food Bank is requesting funding to lease property and build a warehouse with empowerment center hosting capability, a micro-retail incubator marketplace, and a community-friendly campus accessible for disaster recovery, events, and other needs while being able to pivot to accommodate changes in need. These capital improvements will serve to address food insecurity in our community while providing resources for economic empowerment, health care, and education to those who are marginalized, disadvantaged, or impoverished. With a construction budget of $1,595,000 and operating costs of $178,830-226,931 per year, our mission is to create a sustainable local food distribution network and serve as a community hub for all resources to county residents.

Results

As a result of these ARPA funds, the Community Food Bank and Empowerment Center has the potential to transform lives in our community by improving access to food and promoting education and empowerment. With careful planning and community involvement, we can create a sustainable model that addresses food insecurity and empowers individuals to lead healthier and more productive lives. This capacity expansion will allow the Community Food Bank to distribute 2-5 million more meals, groceries, and supplies to residents. The empowerment center will reach hundreds of residents each week, filling the gap in their medical and mental health, skill training and career advancement opportunities, financial management, and entrepreneurial advancement. We are always better together!

Thank you for your time, interest, and attention,

Submitted by: Barbara Sprague, CEO
Community Food Bank, Inc.
5259 W. Cardinal St. Homosassa, FL 34446
352-628-3663
executivedirector@FEED352.org
www.FEED352.ORG

	Dept	Project	Budget	Expenditures	Unexpended July 2024	% Spend Down	Status	Notes
✓	33591	TELECOM/CORP PUMP & FM	$ 1,600,000	$ 227,088.69	$ 1,372,911.31	14%		23000629 326,949; 1,372,443.30 (leaves 468.01)
✓	33290	BROOKSVILLE STORMWATER MASTER DRAINAGE PLAN	$ 150,487	$ 150,487.17	$ -	100%		
✓	31090	ESSENTIAL WORKER PREMIUM PAY	$ 1,777,774	$ 1,777,771.29	$ 2.71	100%		
✓	33594	US41 Force Main	$ 1,575,000	$ 224,296.32	$ 1,350,703.68	14%		
✓	33596	SR 50 & Grove Rd FM	$ 1,008,769	$ 365,570.97	$ 643,198.03	36%		Winter Street Force Main? Eng. Est. 420,000; 2300715, 2400712 495,462
✓	31090	Overhaul Water & Sewer Supply (Salvation Army)	$ 192,000	$ -	$ 192,000.00	0%		
✓	31090	Baker Act Facility	$ 2,000,000	$ -	$ 2,000,000.00	0%		
✓	34190	AIRPORT STORMWATER MASTER PLAN	$ 311,879	$ 285,733.72	$ 26,145.04	92%		22000544 311,878.76
✓	33593	WEEPING WILLOW ROAD SEWER FORCE MAIN	$ 4,422,445	$ 4,422,445.01	$ (0.01)	100%		
	33590	KILLAN WP UPGRADE	$ 5,663,524	$ -	$ 5,663,524.00	0%		Anticipated BOCC Award Sept 2024 5,663,524
		Septic to Sewer District A phase 1b	$ 6,052,821	$ -	$ 6,052,821.00	0%		Anticipated BOCC Award Oct 2024 6,052,821
		Unobligated	$ 2,911,989	$ -	$ 2,911,989.00	0%		
		Sub-Total	*$ 27,666,688*	*$ 7,453,393.17*	$ 20,213,294.76	27%		
	Revenue Replacement							
✓	38090	ARPA JUDICIAL CENTR	$ 9,000,000	$ 8,549,999.91	$ 450,000.09	95%		Unexpended is retainage
✓	31090	GENERAL GOVT ARPA						
✓		OpenGov Procurement	$ 17,730	$ 17,729.73	$ 0.27	100%		
✓		OpenGov Budget	$ 178,890	$ 178,890.00	$ -	100%		
✓		AV Upgrades	$ 252,641	$ 252,639.66	$ 1.34	100%		
✓		Digital Imaging Project	$ 500,000	$ 401,185.62	$ 98,814.38	80%		Budget was 133,549 expenditures exceeded that by 267,726.62
		Unobligated	$ 50,739	$ -	$ 50,739.00	0%		
		Sub-Total	*$ 10,000,000*	*$ 9,400,445*	$ 599,555.08	94%		
		Total	*$ 37,666,688*	*$ 16,853,838*	$ 20,812,849.84	45%		

Total Award	$ 37,666,688
Total Expenditures	$ 20,812,850
Total Spend Down	45%

Status Key

- Complete
- Proceeding w/o concern
- Proceeding w/ concern
- No Action

Board of County Commissioners

AGENDA ITEM

Meeting: 12/17/2024
Department: Procurement Department
Prepared By: Erin Briggs
Initiator: Carla Rossiter-Smith
DOC ID: 15092
Legal Request Number:
Bid/Contract Number:

TITLE

Federal Subrecipient Agreement With Community Food Bank of Citrus County, Inc., for Coronavirus State and Local Fiscal Recovery Funds and Associated Budget Resolution

BRIEF OVERVIEW

On March 11, 2021, the American Rescue Plan Act (ARPA) was signed into law and established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Fund which together make up the Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") program. This program is intended to provide support to State, territorial, local, and Tribal governments in responding to the economic and public health impacts of COVID-19 and in their efforts to contain impacts on their communities, residents, and businesses. Hernando County received a total of $37,666,688.00 over two installments, one in 2021 and the next in 2022.

Per Board direction on October 22, 2024, under Agenda Item No. 14559, staff is requesting that $250,000.00 in ARPA funding be obligated to Community Food Bank of Citrus County, Inc., to assist with Phase 2 construction services.

FINANCIAL IMPACT

Upon approval of the attached budget resolution, funds will be available within Fund 1555 American Rescue Plan Act (ARPA):

Revenues:

Fund: 1555 - AMERICAN RESCUE PLAN ACT, **Department: 31090** - SLFRF-GENERAL GOVT ARPA, **Account: 3311000** - FED GRT - CFDA 21.027 SLFR

Expenses:

Fund: 1555 - AMERICAN RESCUE PLAN ACT, **Department: 31090** - SLFRF-GENERAL GOVT ARPA, **Account: 5808201** - AID TO PRVT ORGANIZATION

LEGAL NOTE

The Board is authorized to act on this matter pursuant to Chapter 125, Florida Statutes.

RECOMMENDATION

It is recommended that the Board approve and authorize the Chairman's signature on the attached Federal Subrecipient Agreement with Community Food Bank of Citrus County, Inc., County Contract 25-A0206/EK, for the award of $250,000.00 in ARPA funding and approve the associated budget resolution.

REVIEW PROCESS

Carla Rossiter-Smith	Delegated	12/04/2024 10:01 AM
Mindy Tillis	Delegated	12/04/2024 11:16 AM
Carla Rossiter-Smith	Approved	12/05/2024 12:16 PM

Albert Bertram	Approved	12/09/2024 10:51 AM
Pamela Hare	Approved	12/09/2024 11:49 AM
Melissa Tartaglia	Approved	12/09/2024 5:33 PM
Heidi Kurppe	Approved	12/10/2024 10:57 AM
Toni Brady	Approved	12/10/2024 11:01 AM
Jeffrey Rogers	Approved	12/10/2024 7:53 PM
Colleen Conko	Approved	12/11/2024 9:10 AM

FEDERAL SUBRECIPIENT AGREEMENT

between

Hernando County, Florida *and* **Community Food Bank of Citrus County, Inc.**

for a federal subaward of an amount not to exceed $250,000.00

from a federal award issued by **U.S. Department of the Treasury**

for the specific purpose of

responding to COVID-19's negative economic impacts.

SUBAWARD COVERSHEET

INTERNAL TABLE – FOR COUNTY INTERNAL USE ONLY	
County Contract No.:	25-A0206/EK
County Department/Division:	Health & Human Services
Subaward Budget Line:	$250,000.00

TABLE OF TERMS AND PROVISIONS

Article 1: Standard ARPA Form Agreement 2
Article 2: The Parties 2
Article 3: Notice of Federal Subaward 2
Article 4: Term of Agreement, Subaward Period of Performance, and Extensions 3
Article 5: Notice 4
Article 6: Subrecipient's Obligations and Responsibilities 4
Article 7: Procurement and Subcontracting Standards 6
Article 8: Property Standards 8
Article 9: Budget 8
Article 10: Reimbursement Requests 10
Article 11: Payment Terms 11
Article 12: Return of Funds 13
Article 13: Progress Reporting and Subaward Closeout 13
Article 14: Maintenance, Retention, and Access to Records 14
Article 15: Monitoring Requirements 16
Article 16: Audit Requirements 17
Article 17: Insurance 18
Article 18: Indemnification, Sovereign Immunity, and Liability 20
Article 19: Independent Contractor, Non-Agent Subrecipient, and Third Parties 21
Article 20: Confidentiality 21
Article 21: Remedies for Noncompliance 23
Article 22: Termination 23
Article 23: Federal Contract Terms 26
Article 24: General Provisions (Alphabetical) 29
Article 25: Attachments 32
Article 26: Entire Agreement 33
[SIGNATURES ON FOLLOWING PAGES] 33

Article 1: Standard ARPA Form Agreement

A. This Subrecipient Agreement (**"Agreement"**) is a **"Standard ARPA Form Agreement."** Any changes to this standard form shall be noted separately using the *Standard ARPA Form Amendments* form attached as **"Form 1,"** which must be separately executed by the parties to this Agreement in order to be binding upon the parties.

B. This is the 08/10/2021 version of the Standard ARPA Form Agreement.

Article 2: The Parties

A. This Agreement is entered into by and between the two parties indicated in the following table:

TABLE 1 – THE PARTIES	
Party #1	**Name:** Hernando County, Florida (the **"County"**) **Entity Type:** Political Subdivision of the State of Florida **Principal Address:** 15470 Flight Path Drive Brooksville, FL 34604 **Agreement Liaison Name:** Veda Ramirez **Email Address:** Vramirez@co.hernando.fl.us
Party #2:	**Name:** Community Food Bank of Citrus County, Inc. **(the "Subrecipient")** **Entity Type:** Non-Profit **Principal Address:** 5259 W Cardinal Street Homosassa, FL 34446 **Agreement Liaison Name:** Barbara Sprague **Email Address:** Executivedirector@FEED352.org

B. The County and the Subrecipient may unilaterally re-designate their respective agreement liaisons by providing written notice of such change to the other party in accordance with **Article 5** (**"Notice"**) of this Agreement.

C. Both the County and the Subrecipient may be individually referred to as **"party"** or collectively referred to as **"parties"** in this Agreement.

Article 3: Notice of Federal Subaward

A. This is a Federal Subrecipient Agreement for a Federal Subaward. *Documentation of the County's Receipt of the Federal Award* is attached as **"Attachment 1."**

B. **Federal Award Information.** The table below provides basic information regarding the underlying Federal Award pursuant to which this Agreement is being entered.

TABLE 2 – FEDERAL AWARD INFORMATION	
Award Project Description:	For use compliant with Section 603 of the Social Security Act, as amended by Section 9901 of the ARP Act of 2021.
Awarding Agency:	U.S. Department of the Treasury (the **"Federal Awarding Agency"**)
Award ID No.:	HR 1319, Title IX, Subtitle M, Section 9901 (the **"Federal Award"**)
Award Date:	05/19/2021

C. **Federal Award Amount.** The amount of the underlying Federal Award received by the County is: **$37,666,687.00**

D. **Subrecipient Compliance with Federal Award.** At all times during which the Subrecipient is performing under this Agreement, the Subrecipient shall comply with the terms of the underlying Federal Award, as well as with any guidance provided by the Federal Awarding Agency.

E. **Compliance with the Federal Uniform Guidance.** The Subrecipient shall comply with all applicable provisions of the *Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* as found in 2 CFR Part 200 (the **"Uniform Guidance"**) when meeting its obligations under this Agreement.

F. **References for Emphasis Only.** The parties hereby agree that the specific provisions of the Uniform Guidance – or any other applicable federal, state, or local law – that are referenced in this Agreement are referenced for emphasis only. The exclusion of a specific applicable provision of law from this Agreement does not alleviate the Subrecipient from its obligation to comply with any such applicable provisions.

G. By executing this Agreement, the Subrecipient hereby certifies that it has reviewed 2 CFR Part 200 and any relevant Federal Awarding Agency guidance and that it understands its obligations pursuant to such federal regulations and guidance.

H. **Federal Subaward Amount.** The amount of the Federal Subaward issued pursuant to this Agreement is an amount not to exceed **$250,000.00** (the **"Subaward"**). This Agreement's use of "an amount not to exceed" shall in no way entitle the Subrecipient to reimbursement or payment of the maximum amount provided unless such reimbursement or payments have been earned by the Subrecipient in accordance with the terms and provisions of this Agreement.

I. **Required Information.** Any additional information required pursuant to 2 CFR § 200.332 (**"Requirements for Pass-Through Entities"**) may be found in the *Required Information for Federal Subawards Schedule* attached to this Agreement as **"Exhibit A."**

Article 4: Term of Agreement, Subaward Period of Performance, and Extensions

A. **Term of Agreement.** The term of this Agreement begins on the date that it is fully executed by both parties (the **"Effective Date"**) and shall conclude on: **September 30, 2026.**

B. Subaward Period of Performance.

1. The **"Subaward Period of Performance"** is the time during which the Subrecipient may incur obligations to carry out the work or services authorized under this Agreement. The Subrecipient may not invoice for any work completed, or services rendered, outside of the Subaward Period of Performance. This provision is required pursuant to 2 CFR § 200.332(a)(1)(v).

2. The Subaward Period of Performance of this Agreement is: **December 17, 2024** to **September 30, 2026.** If the date range provided in this provision exceeds the Period of Performance provided in the Federal Award, the Federal Award's Period of Performance shall prevail.

Article 5: Notice

Service of all notices under this Agreement shall be in writing and sent by certified or registered mail or courier service, postage prepaid, and addressed to the addresses set forth below until such addresses are changed by written notice. Notices sent by certified/registered mail or courier with signature receipt requested shall be deemed effective as of date of receipt.

TABLE 3 – NOTICE	
To the County:	Health and Human Services **Attn:** Veda Ramirez 621 W. Jefferson St. Brooksville, FL 34601 **AND** Hernando County Administration **Attn:** Jeffrey Rogers Administration Building 15470 Flight Path Drive Brooksville, Florida 34604
To the Subrecipient:	Community Food Bank of Citrus County, Inc. **Attn:** Barbara Sprague 5259 W Cardinal Street Homosassa, FL 34446

Article 6: Subrecipient's Obligations and Responsibilities

A. Scope of Services.

1. The Subrecipient shall be responsible for meeting the objectives of this Subaward, as detailed in the *Scope of Services* attached to this Agreement as **"Exhibit B"**, in a manner that is deemed satisfactory by the County and consistent with the standards set forth in this Agreement, the Federal Award, and any directives or guidance issued by the Federal Awarding Agency.

2 The Subrecipient shall not obligate, encumber, spend, or otherwise utilize funds provided pursuant to this Agreement for any activity or purpose not included in, or in conformance with, the *Scope of Services.*

B. **Subrecipient's Agreement Liaison.** The Subrecipient's agreement liaison identified in **TABLE 1 – THE PARTIES**, or as re-designated pursuant to **Article 2, Paragraph B** above, shall be available to communicate and meet with the County's agreement liaison and relevant County staff in order to review the Subrecipient's performance pursuant to this Agreement. The County reserves the right to, at no additional cost to the County, require that the Subrecipient change its agreement liaison should the County's agreement liaison believe so-doing best serves the performance or objectives of the Subaward.

C. **Authority to Practice.** The Subrecipient hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to meet its obligations under the *Scope of Services*, and that it will at all times conduct its activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the County upon request. Failure by the County to request such proof of licensure and approvals shall in no manner be construed as alleviating the Subrecipient's obligations pursuant to **Paragraph C** of this Article, nor shall it be construed as shifting or imposing any liability onto the County.

D. Employees of the Subrecipient.

1. **Skillful Provision of Services.** All services or work provided pursuant to this Agreement shall be performed by the employees, volunteers, associates, or agents of the Subrecipient (or of any subcontractor of the Subrecipient) in a professional and skillful manner.

2. **Employee Licensure.** Any employee, volunteer, associate, or agent of the Subrecipient (or of any subcontractor of the Subrecipient) whose performance under this Agreement requires licensure shall have such valid and active licensure for the full duration of their performance under this Agreement.

3. **Removal of Employees.** The County may require, in writing, that the Subrecipient removes any employee, volunteer, associate, or agent of the Subrecipient (or of any subcontractor of the Subrecipient) that the County's agreement liaison – using their sole discretion – deems to be incompetent, careless, or otherwise objectionable from performing work or services related to this Agreement. The County shall not be responsible for any costs related to such removal.

4. **E-Verify Use and Registration Certification.** Pursuant to Section 448.095, Florida Statutes, the Subrecipient must certify that it is registered with, and uses, the E-Verify system to verify the work authorization status of all newly hired employees. The Subrecipient must further certify that it does not employ, contract with, or subcontract with an unauthorized alien, and shall provide an affidavit affirming this prior to the effective date of the contract. These certifications shall be provided by use of the *E-Verify Use and Registration Certification* found attached to this Agreement as **"Form 2"**. Violation of s. 448.095, Florida Statutes, may result in the Immediate Termination (as later defined in **Article 22** (**"Termination"**)) of this Agreement.

E. Non-Discrimination.

1. The Subrecipient shall, at no time during the provision of services funded through this Agreement, discriminate based on race, color, religion, national origin, sex, or sexual orientation.

2. The Subrecipient shall comply with any and all federal, state, and local anti-discrimination laws, rules, and regulations. For further information about the federal anti-discrimination requirements for this Agreement, see **Article 23, Paragraph D** (**"Federal Contract Terms"**).

F. **Inherently Religious Activities.** When expending the Subaward, the Subrecipient must adhere to the following conditions:

1. The Subrecipient must not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of its provision of the services funded in whole or in part by the Subaward;

2. Such inherently religious activities must be offered separately, in time or location, from the Subaward-funded services; and

3. Participation in any inherently religious activities must be purely voluntary for the beneficiaries of the Subaward-funded services; therefore, the Subrecipient shall not implicitly or explicitly condition receipt of any services funded in whole or part by the Subaward on participation in any inherently religious activities.

G. Public Entity Crimes and Scrutinized Companies.

1. By use of the *Public Entity Crimes and Scrutinized Companies Certification* attached to this Agreement as **"Form 3,"** the Subrecipient must certify that:

   a. The Subrecipient does not meet the definition of "Scrutinized Company" pursuant to Section 215.473, Florida Statutes; and

   b. The Subrecipient – or any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the Subrecipient or an affiliate of the Subrecipient – has not been convicted of a public entity crime pursuant to Section 287.133(3), Florida Statutes.

2. The County reserves the right to Immediate Termination (as later defined in **Article 22** (**"Termination"**)) of this Agreement should the Subrecipient:

   a. Be found to have falsified its certification in **"Form 3"**; or

   b. Become ineligible to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to either Section 287.133, Florida Statutes (**"Public Entity Crime; Denial or Revocation of the Right to Transact Business with Public Entities"**) or Section 287.135, Florida Statutes (**"Prohibition Against Contracting with Scrutinized Companies"**) subsequent to entering into this Agreement with the County.

Article 7: Procurement and Subcontracting Standards

A. Procurement. The Subrecipient must comply with 2 CFR §§ 200.318-200.327 **("Procurement Standards")** and must use such procedures when expending the Subaward. **Does the Subrecipient maintain written purchasing procedures in compliance with the aforementioned federal Procurement Standards? "Yes"__X___ or "No"_____**

If **"Yes,"** then: By executing this Agreement, the Subrecipient hereby certifies that it maintains written purchasing procedures in compliance with 2 CFR §§ 200.318-200.327 (**"Procurement Standards"**) and will use such procedures when expending the Subaward.

If **"No,"** then: By executing this Agreement, the Subrecipient hereby certifies that it does not maintain written purchasing procedures that are in compliance with 2 CFR §§ 200.318-200.327 (**"Procurement Standards"**). As such, the Subrecipient hereby agrees to use the County's purchasing procedures, as found in the County's *Procurement Procedures Manual*, when expending the Subaward. The *Procurement Procedures Manual* can be found at this link: https://www.ocfl.net/VendorServices.aspx.

B. **Simplified Acquisition Threshold.** The **"Simplified Acquisition Threshold"** means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. For the purposes of this Subaward, the Simplified Acquisition Threshold is: **$150,000.00**. The Simplified Acquisition Threshold provided for in this Agreement is the one that the Subrecipient – and any of its sub-subrecipients – must use when making its expenditures of the Subaward.

C. Subcontracting.

1. **Approval by the County.** The Subrecipient shall not use any portion of the Subaward to provide payment to subcontractors without such payment being pursuant to a federally-compliant contract that has been approved by the County. All proposed procurement and solicitation documents for the subcontracting of any work to be performed in connection with the Project shall be submitted to the County for review. The Subrecipient shall submit a copy of the executed subcontract and documentation of the competitive procurement process pursuant to which the subcontractor was selected {e.g. invitation to bid, request for proposal. etc.) to the County prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Subrecipient is ultimately responsible for all work performed under this Agreement. The Subrecipient agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract.

2. **Conflicts of Interest.** The Subrecipient must verify to the County in writing that "No employee, officer, or agent will participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest." If the Subrecipient has any direct or indirect ownership or investment interest in the outcome of the property, that would be considered a conflict of interest.

3. **Prohibition on Pre-Existing Subcontracts.** The Subrecipient may not use the Subaward to provide payment on pre-existing or continuing contracts it may have with subcontractors.

4. **Federally Required Contract Provisions.** The Subrecipient shall insert the relevant contract provisions found in Appendix II of 2 CFR Part 200 (**"Contract Provisions for Non-Federal Entity Contracts Under Federal Awards"**) into all contracts into which it enters while expending the Subaward. The County has provided a copy of such *Federally Required Contract Provisions*, which are attached as **"Attachment 2."**

5. **Small and Minority Business Enterprises ("MBE"), Women Business Enterprises ("WBE"), and Labor Surplus Area Firms.** If the Subrecipient wishes to engage in sub-contracting or make any procurements pursuant to this Agreement, the Subrecipient understands that it must first execute the *Small and Minority Business Enterprise ("MBE"),*

Women Business Enterprise ("WBE"), and Labor Surplus Area Firm Certification attached as **"Form 4"** stating that the Subrecipient shall take the "Five Affirmative Steps" regarding Small and Minority Business Enterprise, Women Business Enterprises, and Labor Surplus Area Firms as required by the Federal Government in 2 CFR § 200.321 in the solicitation and selection of such subcontractor(s) or procurements.

6. **Engaging in subcontracting, pursuant to this Agreement without complying with the requirements of this article is strictly prohibited.**

D. Sub-Subawards.

1. **Approval by the County.** The Subrecipient shall not issue sub-subawards to any non-Federal entity without first receiving approval from the County.

2. **Prohibition on Pre-Existing Subrecipient Agreements.** The Subrecipient may not use any pre-existing subrecipient agreements that might exist between the Subrecipient and their intended sub-subrecipients as a basis for providing any subawards to such sub-subrecipient entities.

3. **Pass-Through Requirements.**

   a. The Subrecipient must pass through all obligations of the Federal Award and any placed upon the Subrecipient under this Agreement to any of its sub-subrecipients through a federally-compliant subrecipient agreement.

   b. The Subrecipient must comply with all provisions of 2 CFR § 200.332 (**"Requirements for Pass-Through Entities"**) and any other applicable provisions of the Uniform Guidance when issuing a subaward to a sub-subrecipient.

E. **Subrecipient/Contractor Determinations.** Prior to entering into an agreement with a third-party entity that is in part or in whole funded by the Subaward, the Subrecipient shall analyze the nature of such agreement pursuant to the provisions of 2 CFR § 200.331 (**"Subrecipient Subcontractor Determinations"**) to determine which type of relationship and requirements apply.

Article 8: Property Standards

A. By executing this Agreement, the Subrecipient hereby certifies that it shall comply with 2 CFR §§ 200.310-200.316 (**"Property Standards"**) and will use such procedures when handling and managing any supplies, equipment, real estate, or other property procured with any portion of the Subaward.

B. The Subrecipient shall maintain inventory records of all supplies, equipment, real estate, and other property procured with the Subaward and may not to sell, transfer, encumber, or otherwise dispose of any such property without the written permission of the County.

Article 9: Budget

A. **Approved Budget.** The County-approved *Budget* for the Subaward is attached to this Agreement as **"Exhibit C"** and shall be the basis for which the County provides payment to the Subrecipient.

B. Budget Amendments.

1. **In General.** Requests to amend the *Budget* contemplated in this Agreement:

   a. Must be received by the County no later than forty-five (45) days prior to the expiration of this Agreement's term;

b. Shall be made prior to the Subrecipient incurring any expenses that are not expressly provided for in the *Budget;* and

c. Shall be considered and approved at the sole discretion of the County.

2. **Informal Budget Amendments.** The County's agreement liaison noted in **TABLE 1 – THE PARTIES**, or as later re-designated pursuant to **Article 2, Paragraph B**, may, in writing, informally approve the following types of *Budget* amendments:

a. **Discretionary Federal Awards.** If the Federal Award is discretionary in nature, then the County's agreement liaison may, in writing, informally approve requested amendments to the *Budget* that:

(1) Do not increase the maximum Subaward amount; and

(2) Are deemed by the County's agreement liaison as being consistent with the *Scope of Services* attached as **"Exhibit B"**.

b. **Non-Discretionary Federal Awards.** If the Federal Awarding Agency approved the *Budget* contemplated in this Agreement, then the County's agreement liaison may, in writing, informally approve amendments to the *Budget* only upon receipt of written approval of such amendments by the Federal Awarding Agency.

3. **Formal Budget Amendments.** Budget amendments that do not meet either requirement of **Paragraph B** of this Article may not be informally amended by the County's agreement liaison and, instead, must be made by formal written amendment mutually executed by both parties to this Agreement.

C. Program Income.

1. 2 CFR § 200.1 (**"Definitions"**), defines **"Program Income"** as gross income earned by the Subrecipient that is directly generated by a supported activity or earned as a result of the Subaward during the Subaward Period of Performance. Program Income includes but is not limited to income from fees for services performed, the use or rental or real or personal property acquired under the Subaward, the sale of commodities or items fabricated under the Subaward, license fees and royalties on patents and copyrights, and principal and interest on loans made with Subaward Funds. Interest earned on advances of the Subaward is not program income. Except as otherwise provided, Program Income does not include rebates, credits, discounts, and interest earned on any of those items.

2. The Subrecipient is not permitted to generate Program Income in its performance under this Agreement.

3. In the event that the Subrecipient does generate unanticipated Program Income, unless otherwise directed by the County, in compliance with 2 CFR § 200.307(e)(1) (**"Program Income"**), the Subrecipient shall:

a. Calculate, document, and record such Program Income;

b. Immediately report such Program Income to the County;

c. Use the Program Income to reduce the Subaward reimbursements owed to the

Subrecipient rather than to increase the funds committed to the project; and

d. Return to the County, within thirty (30) calendar days from the expiration of the Subaward Period of Performance, any Program Income that the Subrecipient has earned and not expended pursuant to the provisions of this paragraph.

Article 10: Reimbursement Requests

A. **Payment by Reimbursement.** This Subaward shall be paid through reimbursement for actual funding-eligible costs as permitted by this Agreement. In order to obtain payment, the Subrecipient shall make funding-eligible expenditures and thereafter submit a **"Reimbursement Request(s)"** to the County for such expenditures pursuant to the terms found in this Article.

B. **Form of Reimbursement Requests.** Reimbursement Requests shall be delivered to the County in a manner consistent with that attached as **"Exhibit D."** The Subrecipient shall additionally attach any supporting documentation as requested by the County's agreement liaison noted in **TABLE 1 – THE PARTIES**, or as later re-designated pursuant to **Article 2, Paragraph B**.

C. **Minimum Standards for Reimbursement Requests.** At minimum, all Reimbursement Requests submitted by the Subrecipient must:

1. Include enough detail so that the County is able to confirm that the Subrecipient has only requested reimbursement of funding-eligible expenses that were incurred by the Subrecipient in compliance with the terms of this Agreement.

2. If the *Budget* attached as **"Exhibit C"** has line-items or funding categories, indicate which line-item or funding category under which each funding-eligible cost is being requested for reimbursement.

3. Pursuant to 2 CFR § 200.415(a) (**"Required Certifications"**), include the following federally required attestation executed by an individual that is able to legally authorized to do so by the Subrecipient:

> **"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal Award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."**

4. By executing this Agreement, the Subrecipient hereby affirms that it understands that the above are minimum standards for invoices only and are not meant to represent an exhaustive list of what the County's agreement liaison may request or require in order to consider a Reimbursement Request complete or to approve such request for reimbursement.

D. **Reimbursement Request Frequency and Due Dates.** Unless otherwise stated in the *Scope of Services* attached to this Agreement as **"Exhibit B"**, which hereby supersedes the frequency and due date for Reimbursement Requests noted in this provision if there is a conflict between the two, invoices are due as followed:

1. **General Reimbursement Requests.** The period for submission of General Reimbursement Requests shall be **monthly** with such invoices due to the County by the **10th of the month**

subsequent to the provision of services for which the County is being invoiced. Should the Subrecipient fail to timely submit its General Reimbursement Request for any particular month, it accepts the risk that the County may choose not to provide reimbursement for any expenses the Subrecipient incurred during such month.

2. **Initial Reimbursement Request.**

   a. If the Subaward Period of Performance began on a date prior to the execution of this Agreement, the Subrecipient shall submit an Initial Reimbursement Request that covers all funding-eligible expenses for the period of time beginning on the first day of the Subaward Period of Performance (for this Agreement: **December 3, 2024**) and ending on the date of execution of this Agreement. This Initial Reimbursement Request shall be submitted no later than the date that the first General Reimbursement Request is due to the County.

   b. This Initial Reimbursement Request shall not be required if the Subaward Period of Performance and date of execution of this Agreement occur in the same month. If such occurs, the first General Reimbursement Request may include all expenses made for that month.

3. **Final Invoices.** Final Invoices shall be due to the County **no later than thirty (30) calendar days** after the expiration or termination of this Agreement.

E. **Withholding or Denial of Payment on Reimbursement Requests.** The County reserves the right to withhold or deny payment on any Reimbursement Request if such request:

1. Is incomplete or fails to provide the requisite supporting documentation;

2. Fails to be provided in a timely fashion as determined by the terms of this Agreement; or

3. Indicates expenditures that are not compliant with this Agreement, the Federal Award, or any directives issued by the Federal Awarding Agency.

Article 11: Payment Terms

A. **Local Government Prompt Payment Act.** The County shall make payments to the Subrecipient for work performed, or services provided, pursuant to this Agreement, in accordance with the Local Government Prompt Payment Act, Section 218.70 et. seq, Florida Statutes.

B. **Federal Funding Availability.** The County is only responsible for payments to the Subrecipient for which the County is provided funding by the Federal Awarding Agency. If the Federal Awarding Agency determines that a specific cost or expense requested by the Subrecipient is not permitted to be reimbursed under the terms and conditions of the Federal Award, the County shall not be responsible for making payment to the Subrecipient for that specific requested cost or expense. Should the Federal Awarding Agency withhold or deny funding to the County for any reason, the County may subsequently withhold or deny funding to the Subrecipient.

C. **Payment Limitations.** The County shall not make payments for, or in any way be responsible for, payment to the Subrecipient for any of the following:

1. Any goods or services provided that do not fall within the *Scope of Services* attached as **"Exhibit B"**;

2. Any goods or services that fall within the *Scope of Services*, but that such payment by the County would supplant currently available, or already budgeted, funding for those goods or services; or

3. Any goods or services that fall within the attached *Scope of Services*, but that such payment can be made through a third-party program or insurance provider, including but not limited to Medicaid or Medicare.

D. **Prohibition on Duplicative Funding.** The Subrecipient may not accept duplicate funding for any cost, position, service, or deliverable funded by the Federal Award. Duplicative funding is defined as more than one-hundred percent (100%) payment from all funding sources for any cost, position, service, or deliverable. If duplicate funding is discovered, this Agreement may be suspended while the extent of the overpayment is determined, or may be terminated. Such suspension or termination may be initiated at the sole discretion of the County.

E. **Costs in Excess of Award.** Any costs or expenses incurred by the Subrecipient that exceed the overall Subaward amount set forth in this Agreement, or which are were incurred by the Subrecipient outside of the Subaward Period of Performance, shall be the sole responsibility of the Subrecipient.

F. At no point shall the County be expected to, or responsible for, using its general revenue fund dollars or any non-Federal Award monies to make payment to the Subrecipient for any costs or expenses incurred by the Subrecipient pursuant or related to this Agreement or the Federal Award.

G. **Funds Paid in Advance.** If the Subrecipient is provided Subaward funds in advance pursuant to this Agreement, the Subrecipient and the County must agree to and execute the *Subaward Advance Terms and Certification* attached to this Agreement as **"Form 5."** Additionally, the Subrecipient hereby certifies to the County that, if it receives an advance of the Subaward, it will comply with the following:

1. **Federal Advance Requirements.** The Subrecipient shall comply with 2 CFR § 200.305(b) (**"Federal Payment"**) and therefore shall:

   a. Maintain written procedures that minimize the time elapsing between: (i) the transfer of funds by the County to the Subrecipient, and (ii) the Subrecipient's disbursement of those funds for direct project costs and the proportionate share of any allowable indirect costs;

   b. Review 2 CFR § 200.305(b) and maintain financial management systems that comply with the standards therein for fund control and accountability; and

   c. Make timely payment to its contractors and vendors.

2. **Fidelity & Employee Dishonesty Insurance.** The Subrecipient shall present proof of Fidelity & Employee Dishonesty Insurance with a limit of not less than the Subaward amount awarded under this Agreement. This insurance may be waived or adjusted at the discretion of the County's Risk Management Division.

Article 12: Return of Funds

A. **Unauthorized Expenditures.** The Subrecipient shall reimburse the County for all unauthorized or funding-ineligible expenditures.

B. **Payment(s) in Error.** The Subrecipient shall return to the County any payments made to the Subrecipient that were made in error or were in any manner fraudulent or inconsistent with the *Scope of Services* attached as **"Exhibit B"** or the Federal Award (**"Payment(s) in Error"**).

1. In the event that the Subrecipient, or any outside accountant or auditor, determines that a Payment in Error was made, the Subrecipient shall return to the County any associated funds no later than ten (10) business days from when the Subrecipient became aware of such Payment in Error.

2. In the event that the County discovers a Payment in Error, the County shall notify the Subrecipient and the Subrecipient shall return any associated funds to the County no later than ten (10) business days from the Subrecipient's receipt of such notice.

C. **Federal Disallowance(s).** If the Federal Government demands reimbursement from the County due to a disallowance or finding that an expense or cost for which the County provided Subaward funding to the Subrecipient was in any way improper or not in compliance with the Federal Award, the Subrecipient shall return any associated funds to the County within a reasonable time period as mutually agreed upon by the County and the Subrecipient, or within six (6) months, whichever is the later of the dates.

D. **Delay or Failure to Return Funds.** Should the Subrecipient fail to reimburse the County for any Payment in Error or Federal Disallowance within the time designated, the County may respond with any number of the following actions:

1. Charge an interest rate as determined by the State of Florida, Chief Financial Officer, pursuant to Chapter 55, Florida Statutes, on the amount of the overpayment or outstanding balance thereof. Interest shall accrue from the date of the Subrecipient's initial receipt of overpayment funds up to the date of reimbursement of said overpayment funds to the County;

2. Withhold any or all future payments until the amount of such overpayment has been recovered by the County;

3. Terminate this Agreement; and

4. Bar the Subrecipient from being considered when issuing future Federal Subawards or other County agreements.

Article 13: Progress Reporting and Subaward Closeout

A. Progress Reporting

1. **Form of Progress Reports. "Progress Report(s)"** shall be delivered to the County in a manner consistent with that attached as **"Exhibit E."**

2. **Minimum Standards for Progress Reports.** At minimum, such Progress Reports must detail the outputs, outcomes, and progress the Subrecipient has made in accomplishing the objectives of the *Scope of Services* attached as **"Exhibit B."** The County reserves the right to

reasonably and unilaterally revise such approved form and request any additional supporting documentation from the Subrecipient as it deems necessary to meet its federal reporting requirements and monitoring obligations.

3. **Progress Report Frequency and Due Dates.** Unless otherwise stated in the *Scope of Services*, which hereby overwrites the frequency and due date of Progress Reports noted in this provision if there is a conflict between the two, Progress Reports shall be submitted on a **monthly** basis and **are due by the 10th of the month subsequent to the provision of services of which the Subrecipient is reporting.**

4. **Withholding or Denial of Payment on Reimbursement Requests.** Failure to provide the required Progress Reports in accordance with this Article may necessitate the County's withholding of payment on any subsequent Reimbursement Requests and shall be considered cause for termination by the County pursuant to the terms of termination in this Agreement.

5. **Advances.** If a portion of the Subaward was advanced, failure to provide the required Progress Reports in accordance with this Article will obligate the Subrecipient to, at the County's written request, return to the County the balance of any unexpended advanced Subaward funds.

B. Subaward Closeout.

1. The closeout of the Federal Award, or this Subaward, does not affect any of the following:

   a. The right of the Federal Awarding Agency or the County to disallow costs and recover funds on the basis of a later audit or other review. The Federal Awarding Agency or County must make any cost disallowance determination and notify the Subrecipient within the record retention period.

   b. The requirement for the Subrecipient to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments.

   c. The ability of the Federal Awarding Agency to make financial adjustments to a previously closed award such as resolving indirect cost payments and making final payments.

   d. Audit requirements in 2 CFR Part 200, Subpart F.

   e. Property management and disposition requirements in §§ 200.310 through 200.316 of 2 CFR Part 200.

   f. Records retention as required in §§ 200.334 through 200.337 of 2 CFR Part 200.

2. After closeout of the Federal Award, or this Subaward, a relationship created under the Federal Award, or this Subaward, may be modified or ended in whole or in part with the consent of the Federal Awarding Agency or the County and the Subrecipient, provided the responsibilities of the Subrecipient, including those for property management as applicable, are considered and provisions made for continuing responsibilities of the Subrecipient, as appropriate.

Article 14: Maintenance, Retention, and Access to Records

A. The Subrecipient, and its subcontractors (if any) that are providing services or otherwise performing

pursuant to this Agreement shall abide by the requirements of this Article.

1. The Subrecipient shall establish and utilize generally accepted accounting principles in the maintenance of all records relating to this Agreement. Such practices shall comply with the general acceptable accounting principles and shall fully and accurately reflect, track, and document the Subrecipient's financial activities.

2. The Subrecipient shall establish and maintain separate accounting records for the Subrecipient's activities in meeting its obligations pursuant to this Agreement with sufficient documentation to identify the associated expenditures (e.g. detailed invoices, cancelled checks, payroll journals, bank statement reconciliations, etc.) and establish that such expenditures are allowable, necessary, and reasonable under this Agreement, the Federal Award, and any directives issued by the Federal Awarding Agency.

3. The Subrecipient shall furnish the County with any and all data needed for the purpose of monitoring, evaluation, auditing, and quality assurance. This data shall include information on the services provided or work performed, and any other data that may be required by the County, in its sole discretion, to adequately evaluate the Subrecipient's performance under this Agreement.

4. All records that were created, utilized, or maintained for the purpose of fulfilment of the Subrecipient's obligations pursuant to this Agreement, whether paper or electronic ("**Relevant Records**"), shall be retained by the respective record holder for a period of five (5) years after termination of this Agreement, including any extensions or renewals of this Agreement.

5. In the event of litigation, claims, or audit findings, all Relevant Records shall be retained for a period of five (5) years after the resolution of any such event.

6. The Subrecipient shall permit the County, the Comptroller of Hernando County (the **"Comptroller"**), the Federal Awarding Agency, the Comptroller General of the United States, or any of their authorized representatives to access, review, or reproduce any and all Relevant Records.

7. If the *Scope of Services* in **"Exhibit B"** is site-specific, or construction-related, access to the stated construction or work site shall be provided to the County, the Comptroller, the Federal Awarding Agency, the Comptroller General of the United States, or any of their authorized representatives.

8. **The Subrecipient shall ensure that the provisions of this Article are incorporated into any agreements into which it enters that are related to this Agreement and the Federal Award.**

B. Public Records.

1. Pursuant to Section 119.0701, Florida Statutes, the Subrecipient shall:

   a. Keep and maintain public records required by the County to perform the service.

   b. Upon request from the County, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the amount set by the County.

   c. Ensure that public records that are exempt or confidential and exempt from public

records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement's term and following completion of this Agreement if the Subrecipient does not transfer the records to the County.

d. Upon completion, or termination, of this Agreement, transfer, at no cost, to the County all public records in possession of the Subrecipient or keep and maintain public records required by the Subrecipient to perform the service in accordance with Florida law.

e. If the Subrecipient transfers all public records to the County upon completion of the Agreement, the Subrecipient shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Subrecipient keeps and maintains public records upon completion of this Agreement, the Subrecipient shall meet all applicable requirements for retaining public records in accordance with applicable federal and Florida law.

f. All records stored electronically shall be provided to the County, upon request from the County, in a format that is compatible with the information technology systems of the County.

IF THE SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO THE SUBRECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE SUBRECIPIENT SHALL CONTACT THE PURCHASING AND CONTRACTS OFFICE AT 15470 FLIGHT PATH DRIVE, BOOKSVILLE, FLORIDA 34604, Purchasing@HernandoCounty.us, (352) 754-4020.

2. **Florida Agencies.** If the Subrecipient is an "Agency" as defined by Section 119.011, Florida Statutes, then the Subrecipient shall comply with its own obligations under Chapter 119, Florida Statutes. The Subrecipient additionally agrees to cooperate in good faith with the County in the handling of public records created under this Agreement. Notwithstanding anything set forth in any provision of this Agreement to the contrary, the Subrecipient will not be required to destroy any records in its custody in violation of Chapter 119, Florida Statutes.

Article 15: Monitoring Requirements

A. **Monitoring.** The Subrecipient shall permit the County, the Comptroller, or the designees of either such government agency, to periodically monitor the Subrecipient's performance and programmatic and financial activities, pursuant to the requirements found in 2 CFR § 200.332 (**"Requirements for Pass-Through Entities"**) and any other relevant federal laws, regulations, or guidance.

B. Letter of Findings.

1. If the County, the Comptroller, or the designee of either such government agency, discovers any defect in the Subrecipient's performance under this Agreement (whether programmatic, financial, etc.), then a "Letter of Findings" may be provided to the Subrecipient.

2. The Subrecipient shall respond to any such Letter of Findings with a Corrective Action Plan and Implementation Schedule, as instructed by the County, the Comptroller, or the designee of either such government agency, within thirty (30) calendar days of the date of the Letter of Findings. Failure to submit a Corrective Action Plan and Implementation Schedule shall constitute a material breach and may result in termination of this Agreement.

3. Nothing in this provision shall obligate the County, the Comptroller, or the designee of either such government agency, to first issue such a "Letter of Findings" to the Subrecipient prior to the County being permitted to exercise any of its rights in equity, at law, or as otherwise granted through this Agreement, including but not limited to the right to terminate this Agreement.

Article 16: Audit Requirements

A. **Auditing.** The Subrecipient shall comply with the federal auditing requirements found in 2 CFR Subpart F (**"Audit Requirements"**).

B. **Authorization to Audit.** The County, the Comptroller, the Federal Awarding Agency, the Comptroller General of the United States, or any of their authorized designees shall have the right to audit Subrecipient's:

1. Disbursement of the Subaward;

2. Service or program delivery; and

3. Compliance with the terms, conditions, and obligations set forth in this Agreement and the Federal Award.

C. **Mandatory Audit, Certification, and Audited Financial Statement.** In determining the federal award amounts expended during its fiscal year, the Subrecipient shall consider all sources of federal awards including federal resources received from the State or other agencies.

1. If the Subrecipient expends seven hundred fifty thousand dollars ($750,000) or more in federal awards during its fiscal year, the Subrecipient must have a single audit completed and conducted in accordance with 2 CFR § 200.514 (**"Scope of Audit"**), unless the Subrecipient elects to have a program-specific audit in accordance with 2 CFR § 200.501(c) (**"Audit Requirements"**).

2. If the Subrecipient expends less than seven hundred fifty thousand dollars ($750,000) in federal awards during the fiscal year, the Subrecipient shall:

   a. Provide an annual certification to the County that a single audit was not required; and

   b. Annually submit an Audited Financial Statement to the County.

3. If the Subrecipient is mandated to have an audit performed due to its expenditure of seven hundred fifty thousand dollars ($750,000) or more in federal awards within one fiscal year, that audit must be completed no later than one-hundred and eighty (180) calendar days after the close of the Subrecipient's fiscal year.

D. Submission of Audits and Audited Financial Statements.

1. The Subrecipient shall submit to the Comptroller and the County any and all auditor's report received by the Subrecipient related to its obligations under this Agreement within ten (10) business days of receipt.

2. A copy of the Single Audit Reporting Package, including the associated management letter, which was conducted in accordance with 2 CFR § 200.512 (**"Report Submission"**), or the applicable Audited Financial Statements, shall be forwarded to the County pursuant to the

notice provision in this Agreement, with a copy provided to the Hernando County Comptroller's Office, at the following:

Hernando County Clerk of Circuit
Court & Comptroller
Financial Services
Attn: Grant & Revenue Manager
20 N Main St,
Brooksville FL 34601

E. **The Federal Audit Clearinghouse.** Audits must be submitted to the Federal Audit Clearinghouse either thirty (30) calendar days after receipt of the auditor's report, or nine (9) months after the end of the entity's fiscal year end date. Such audits shall be submitted electronically via the following website: https://harvester.census.gov/facweb/.

F. Failure to comply with any requirements in this Article shall be deemed as a breach of this Agreement and may result in the withholding or denial of any requests for payment or reimbursement to the Subrecipient.

Article 17: Insurance

A. The Subrecipient agrees to, on a primary basis and at its sole expense, at all times throughout the duration of this Agreement maintain the following types of insurance coverage with limits and on forms (including endorsements) as described in this Article. These requirements, as well as the County's review or acceptance of insurance maintained by the Subrecipient is not intended to, and shall not in any manner, limit or qualify the liabilities or obligations assumed by the Subrecipient under this Agreement.

B. The Subrecipient shall require and ensure that each of its sub-contractors/consultants providing services hereunder (if any) procures and maintains until the completion of their respective services, insurance of the types and to the limits specified in this Article.

C. The Subrecipient shall have in full force the following insurance coverage, and will provide Certificates of Insurance to the Subrecipient prior to commencing operations under this Agreement to verify such coverage:

1. **All Subrecipients:**

Commercial General Liability – The Subrecipient shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with a limit of liability of not less than one million dollars ($1,000,000) per occurrence. Subrecipient further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insured. The General Aggregate limit either shall apply separately to this contract or shall be at least twice the required occurrence limit.

The Subrecipient agrees to endorse the County as an Additional Insured with a CG 20 26 Additional Insured–Designated Person or Organization endorsement, or its equivalent to all commercial general liability policies. The certificate holder and additional insured shall be listed in the name of the Hernando County, Florida.

2. **Subrecipients Providing Services at County Facilities:**

Workers' Compensation – The Subrecipient shall maintain coverage for its employees with

statutory workers' compensation limits and no less than one hundred thousand dollars ($100,000) for each incident of bodily injury or disease for Employer's Liability. Said coverage shall include a waiver of subrogation in favor of the County if services are being provided at County facilities. Elective exemptions as defined in Chapter 440, Florida Statutes, will be considered on a case-by-case basis. Any Agency using an employee leasing arrangement shall complete the *Leased Employee Affidavit* attached as **"Form 6."**

Business Automobile Liability – The Subrecipient shall maintain coverage for all owned; non-owned and hired vehicles issued on the most recent version of ISO form as filed for use in Florida or its equivalent, with limits of not less than five hundred thousand dollars ($500,000) per accident. In the event the Subrecipient does not own automobiles, the Subrecipient shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

3. **Subrecipients Providing Services to Vulnerable Populations:**

Sexual Abuse and Molestation Coverage with limits of not less than one hundred thousand dollars ($100,000) per occurrence shall also be included for those programs that provide services directly to Vulnerable Person(s). "Vulnerable Person(s)" are minors as defined in Section 1.01(13), Florida Statutes, or vulnerable adults as defined in Section 415.102, Florida Statutes.

4. **Subrecipients Providing Services that are of a Professional Nature:**

Professional Liability with a limit of not less than one million dollars ($1,000,000) per wrongful act or claim. For policies written on a claims-made basis, the Subrecipient agrees to maintain a retroactive date prior to or equal to the effective date of this Agreement. In the event the policy is cancelled, non-renewed, switched to occurrence form or any other event that triggers the right to purchase a Supplemental Extended Reporting Period (**"SERP"**) during the life of this Agreement the Subrecipient agrees to purchase the SERP with a minimum reporting period of not less than two years. Purchase of the SERP shall not relieve the Subrecipient of the obligation to provide replacement coverage.

D. Insurance carriers providing coverage required in this "Insurance" subsection must be authorized or eligible to conduct business in the State of Florida and must possess a current A.M. Best Financial Strength Rating of A-Class VIII.

E. Any request for an exception to these insurance requirements must be submitted in writing to the County for approval.

F. The Subrecipient shall provide to the County current certificates of insurance evidencing all required coverage prior to execution and commencement of any operations/services provided under this Agreement. In addition to the certificate(s) of insurance the Subrecipient shall also provide copies of any applicable endorsements as required above.

G. For continuing service contracts, renewal certificates shall be submitted upon request by either the County or its certificate management representative. The certificates shall clearly indicate that the Subrecipient has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. No material change or cancellation of the insurance shall be effective without thirty (30) calendar days prior written notice to the County. Certificates shall specifically reference the respective Agreement number. The certificate holder shall read:

Hernando County, Florida
Attention: Risk Management Department
15470 Flight Path Dr
Brooksville, FL 34604

H. **State Agencies or Subdivisions.** If the Subrecipient is a "state agency or subdivision" (as defined by Section 768.28(2), Florida Statutes):

1. **Paragraphs A – G** of this Article are not applicable. However, such paragraphs do apply to any of the Subrecipient's subcontractors that are not agencies or political subdivisions of the State of Florida and must be included by the Subrecipient in any such subcontracts.

2. Without waiving its right to sovereign immunity as provided in Section 768.28, Florida Statutes, the Subrecipient may self-insure its liability with coverage limits of $200,000 per person and $300,000 per occurrence or such other limited sovereign immunity as set forth by the Florida legislature. A statement of self-insurance shall be provided to the County's Risk Management Division at the address in **Paragraph G** of this Article.

Article 18: Indemnification, Sovereign Immunity, and Liability

A. **Indemnification.** Each party agrees to defend, indemnify, and hold harmless the other party, its officials and employees from all claims, actions, losses, suits, judgments, fines, liabilities, costs and expenses (including attorneys' fees) arising from the indemnifying party's own negligent acts or omissions, or those negligent acts or omissions of the indemnifying party's officials and employees acting within the scope of their employment, or arising out of or resulting from the indemnifying party's negligent performance under this Agreement. The foregoing shall not constitute an agreement by either party to assume any liability of any kind for the acts, omissions, or negligence of the other party, its officers, officials, employees, agents, or contractors.

B. **Sovereign Immunity.**

1. The County's above indemnification is expressly limited to the amount set forth in Section 768.28(5), Florida Statutes, as amended by the Florida State Legislature. Nothing contained in this Article, or in any part of this Agreement, shall constitute a waiver of the County's sovereign immunity provisions or protections pursuant to Section 768.28, Florida Statutes.

2. **State Agencies or Subdivisions.** If the Subrecipient is a "state agency or subdivision" (as defined by Section 768.28(2), Florida Statutes), then **Paragraph B.1.** of this Article applies to the Subrecipient in the same manner in which it applies to the County.

C. **Liability.**

1. Unless otherwise explicitly stated in this Agreement, in no event shall either party be responsible to the other for any indirect damages, incidental damages, consequential damages, exemplary damages of any kind, lost goods, lost profits, lost business, or any indirect economic damages whatsoever regardless of whether such damages arise from claims based upon contract, negligence, tort (including strict liability or other legal theory), a breach of any warranty, or a breach of term of this Agreement.

2. Without waiving any of the provisions or protections under this Agreement or pursuant to Florida law, under no circumstances shall the County be liable to the Subrecipient under any

contract, negligence, strict liability, or other legal or equitable theory for any amounts in excess of those limits per claim and per occurrence set forth for tort liability in Section 768.28 of the Florida Statutes, which limits are hereby made applicable to all manner of claims against the County related to this Agreement and are not confined to tort liability.

D. **State Agencies or Subdivisions.** If the Subrecipient is a "state agency or subdivision" (as defined by Section 768.28(2), Florida Statutes), then **Paragraph C.2.** of this Article applies to the Subrecipient in the same manner in which it applies to the County.

Article 19: Independent Contractor, Non-Agent Subrecipient, and Third Parties

A. **Independent Contractor.** It is understood and agreed that nothing contained in this Agreement is intended to, or should be construed as, creating or establishing the relationship of copartners between the parties, or as constituting the Subrecipient as the agent, representative, or employee of the County for any purpose or in any manner whatsoever. The Subrecipient is to be, and shall remain, an independent contractor with respect to all services performed under this Agreement, and that any individuals hired, or performing services or work, pursuant to this Agreement shall be considered to be the employee of the Subrecipient for all purposes, including but not limited to for any worker's compensation matters.

B. **Non-Agent Subrecipient.** The Hernando County Board of County Commissioners has not delegated to any County officer or employee the authority to appoint any agent on the County's behalf regarding the subject matter of this Agreement. Accordingly, nothing in this Agreement is intended to, or shall be construed as to, appoint the Subrecipient as an agent of the County. Additionally, no review or approval of the Subrecipient's services, requests for reimbursement, reports, or records by the County may be construed as the County appointing the Subrecipient as an agent of the County.

C. **No Third-Party Claims.** Nothing in this Agreement, express or implied, shall confer to a third-party – or be construed as conferring to a third-party in any way – any legal or equitable right, benefit, claim, or remedy of any nature arising under or by reason of this Agreement. Moreover, the Federal Government, the County, and the employees and/or contractors of each of the foregoing governments, shall be held harmless from liability to any third parties for claims asserted under this agreement.

Article 20: Confidentiality

A. **Confidentiality.** The parties hereby agree to maintain any confidential information transmitted by the other party over the course of this Agreement confidential to the extent that such confidentiality is lawfully permitted pursuant to Florida or Federal law.

B. Health Insurance Portability and Accountability Act ("HIPAA")

1. **Generally.** If the Subrecipient meets the definition of **"Covered Entity,"** as defined in 45 CFR § 160.103, or a **"Hybrid Entity,"** as defined in 45 CRF § 164.103, then:

   a. Before providing any services funded, in whole or in part, through this Agreement that may cause the Subrecipient to generate Protected Health Information (**"PHI"**) as defined in 45 CFR § 160.103, the Subrecipient must first obtain legally sufficient medical release authorizations from each individual receiving such services.

   b. Such required medical release authorizations may be limited in scope; however, they must at least permit the disclosure of any PHI that is in any way related to the Subaward-funded services that individual(s) receive to both the County and the

Comptroller for reporting, monitoring, and auditing purposes.

c. The County hereby reserves the right to deny payment for any costs the Subrecipient incurs in its provision of otherwise funding-eligible services to any individual(s) for whom it does not have a valid and current medical release authorization as required by this provision.

d. Additionally, the Subrecipient must require any of its subcontractors for which this provision is applicable to secure such requisite medical release authorizations as well.

2. **Business Associate Agreements.** Should the Subrecipient's provision of services under this Agreement require access to PHI generated by the County, then the Subrecipient must execute a Business Associate Agreement that complies with the standards found in 45 CFR § 164.504(e).

C. Florida Information Protection Act ("FIPA")

1. Pursuant to Section 501.171(g)1., Florida Statutes, **"Personal Information"** means either of the following:

   a. An individual's first name or first initial and last name in combination with any one or more of the following data elements for that individual:

      (1) A social security number;

      (2) A driver license or identification card number, passport number, military identification number, or other similar number issued on a government document used to verify identity;

      (3) A financial account number or credit or debit card number, in combination with any required security code, access code, or password that is necessary to permit access to an individual's financial account;

      (4) Any information regarding an individual's medical history, mental or physical condition, or medical treatment or diagnosis by a health care professional; or

      (5) An individual's health insurance policy number or subscriber identification number and any unique identifier used by a health insurer to identify the individual.

   b. A user name or e-mail address, in combination with a password or security question and answer that would permit access to an online account.

2. If, pursuant to this Agreement, the Subrecipient is maintaining, storing, or processing personal information on behalf of the County, the Subrecipient is the County's "Third-Party Agent" under FIPA and hereby agrees to comply with all obligations for such "Third-Party Agents" as detailed in Section 501.171, Florida Statutes. These obligations include, but are not limited to:

   a. Taking reasonable measures to protect and secure data in electronic form containing personal information; and

   b. Providing notice to the County in the event of a breach of security of the Subrecipient's system as expeditiously as practicable, but no later than ten (10) calendar days

following the determination of the breach of security or reason to believe the breach occurred.

3. The Subrecipient shall be responsible and liable for all costs associated with any required notices, fines, or fees assessed against the County for any breach of Personal Information that is the fault of the Subrecipient.

Article 21: Remedies for Noncompliance

A. **Remedies for Noncompliance.** Pursuant to 2 CFR § 200.339 (**"Remedies for Noncompliance"**), if the Subrecipient fails to comply with the U.S. Constitution, federal statutes, regulations, or the terms and conditions of a Federal Award or any additional conditions that the Federal Awarding Agency or County may impose, and the Federal Awarding Agency or County determine that such noncompliance cannot be remedied by imposing additional conditions, the Federal Awarding Agency or County may take one or more of the following actions, as appropriate in the circumstances:

1. Temporarily withhold cash payments pending correction of the deficiency by the Subrecipient or more severe enforcement action by the Federal Awarding Agency or County;

2. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;

3. Wholly or partly suspend or terminate this Agreement;

4. Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal Awarding Agency regulations, which may be initiated at the recommendation of the County;

5. Withhold further Federal Awards for the project or program; or

6. Take other remedies that may be legally available.

Article 22: Termination

A. **Termination for Convenience by the County.** Pursuant to 2 CFR Part 200, Appendix II, Paragraph B, contracts made pursuant to a Federal Award must address termination for convenience by the County including the manner by which it will be effected and the basis for settlement. As such, the County may terminate this Agreement for convenience by providing a written thirty (30) calendar day notice to the Subrecipient.

B. **Termination by the Subrecipient.** Pursuant to 2 CFR § 200.340(a)(4), the Subrecipient may terminate this Agreement upon sending the County written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, in the case of partial termination, if the County determines that the reduced or modified portion of the Subaward will not accomplish the purposes for which the Subaward was made, the County may terminate the Subaward in its entirety. Additionally, a Subrecipient's failure to complete performance on a Subaward in the manner initially agreed upon may compromise the Subrecipient's ability to receive subawards, other grants, or any other contract opportunities from the County in the future.

C. Termination for Cause.

1. Immediate Termination.

a. The County reserves the right to **"Immediate Termination"** of this Agreement, with such termination to be effectuated as of the Subrecipient's receipt of written notice which may be hand-delivered or transmitted by electronic mail to the Subrecipient's agreement liaison noted in **TABLE 1 – THE PARTIES**, or as later re-designated pursuant to **Article 2, Paragraph B**. Notwithstanding the foregoing, the County, as a courtesy, may additionally provide the Subrecipient with such notice in the manner provided in **Article 5** (**"Notice"**) of this Agreement.

b. Immediate Termination pursuant to this provision shall be permitted for any number of the following reasons:

(1) The Federal Awarding Agency terminates the Federal Award;

(2) Any circumstance under which the County is no longer receiving Federal Award funds to reimburse the Subrecipient occurs;

(3) The amount invoiced by the Subrecipient meets or exceeds the amount of the Subaward provided for in this Agreement;

(4) The Subrecipient files bankruptcy or otherwise becomes insolvent;

(5) The Subrecipient is determined to be ineligible to do business in the State of Florida;

(6) If the Subrecipient is a non-profit agency, loss of the Subrecipient's non-profit status; or

(7) As otherwise expressly provided for in this Agreement.

2. **Standard Termination for Cause.** The County may terminate this Agreement for cause upon providing a written fourteen (14) calendar day breach of contract and termination notice. Such termination for cause may be for any material breach of this Agreement, or if the County, using its sole discretion, determines that the Subrecipient is unable to perform under this Agreement.

3. **Opportunity to Cure.** Without creating an obligation to provide an opportunity to cure or accept the Subrecipient's proposed cure if such an opportunity is provided, the County reserves the right to provide the Subrecipient the opportunity to cure any stated breach. Such opportunity to cure can be used in tandem with, or in lieu of, a Letter of Findings issued in accordance with **Article 15** (**"Monitoring Requirements"**) of this Agreement. If the County provides such opportunity to cure, shall:

a. Provide the opportunity to cure as a part of the County's breach of contract and termination notice; and

b. Allot an appropriate deadline by which the Subrecipient must provide its proposed cure to the County.

4. **In the Event of Wrongful Termination for Cause.** If a court of competent jurisdiction determines that this Agreement was wrongfully terminated for cause, then the Subrecipient's damages for such termination, if any, shall be the same as if the County terminated this Agreement for convenience.

D. **Reporting to Federal Awarding Agency.** If the County determines that termination of this Agreement

was due to the Subrecipient's material failure to comply with the Subaward's terms and conditions, the County reserves the right to report the Subrecipient to the Federal Awarding Agency so that it may report the termination to the OMB-designated integrity and performance system accessible through the federal System of Award Management (**"SAM"**).

E. **In the Event of Termination.** After receipt of a notice of termination, except as otherwise directed, the Subrecipient shall take all of the following actions:

1. Pursuant to 2 CFR § 200.339(c), continue to remain responsible for compliance with the requirements in 2 CFR §§ 200.344 (**"Closeout"**) and 200.345 (**"Post-Closeout Adjustments and Continuing Responsibilities"**);

2. Within fourteen (14) calendar days, remit to the County any advanced funds paid that have not yet been recouped by the County (if any);

3. Stop working under this Agreement on the date of receipt of the notice of termination unless otherwise stated in such notice;

4. Place no further orders and enter into no further agreements to the extent that either relate to the performance of the work which was terminated and direct any subcontractors to do the same;

5. Terminate all orders and subcontracts to the extent that they relate to the performance of the work, which was terminated;

6. Finalize all necessary reports, invoices, and other documentation required under the terms of this Agreement up to the date of termination, up to and including the final invoice due at the end of the project without reimbursement beyond that due as of the date of termination for services rendered to the termination date;

7. Take any other actions as reasonably directed in writing by the County; and

8. If the *Scope of Services* attached as **"Exhibit B"** includes the provision of care to individuals, take any reasonable steps to, in good faith, assist the County in transferring care of such individuals to another organization, if necessary.

F. **Payment in Event of Termination.** If this Agreement is terminated before performance is completed, whether for convenience or cause, the Subrecipient shall be paid for the work or services satisfactorily performed. In the event the Agreement is terminated for cause, the County shall be entitled to collect all or part of any funds owed to the County by the Subrecipient by deduction from the reimbursement amount due the Subrecipient. No other damages, fees, or costs may be assessed against the County for its termination of the Agreement.

G. Force Majeure.

1. The Subrecipient shall not be held responsible for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by explosion, war, embargo, government requirement, civil or military authority, pandemic, act of God, or other similar causes beyond the Subrecipient's control so long as the Subrecipient's delay is not caused by the Subrecipient's own fault or negligence. Notwithstanding the foregoing, the Subrecipient cannot claim *Force Majeure* under this provision for any emergency, exigency, or "Act of God" that is specifically contemplated within the *Scope of Services* of this Agreement, or which in any way existed at the time this Agreement was executed.

2. The above notwithstanding, in order to claim delay pursuant to this provision, the Subrecipient shall notify the County in writing within seven (7) business days after the beginning of any such cause that would affect its performance under this Agreement. Failure to notify the County in a timely manner of any claim of Force Majeure made pursuant to this provision is cause for termination of this Agreement.

3. If the Subrecipient's performance is delayed pursuant to this provision for a period exceeding seven (7) business days from the date the County receives the required Force Majeure notice, the County shall have the right to terminate this contract thereafter and shall only be liable to the Subrecipient for any work performed pursuant to this Agreement prior to the date of the County's termination.

4. No other damages, fees, or costs may be assessed against the County for its termination of this Agreement pursuant to this provision. Nothing in this provision shall prevent the County from terminating this Agreement for any purpose otherwise expressly stated in this Agreement.

Article 23: Federal Contract Terms

Section 1: Federal Terms (For: All Contracts)

A. **Non-Obligation by Federal Government.** The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the County, the Subrecipient, or any other party pertaining to any matter resulting from this Agreement.

B. **Federal Awarding Agency Seal, Logo, and Flags.** The Subrecipient shall not use the seal(s), crest(s), or reproduction of flags or likenesses of the Federal Awarding Agency without specific pre-approval therefrom.

C. **Suspension and Debarment.** The Subrecipient acknowledges and understands that the regulations at 2 CFR Part 180 (**"OMB Guidelines to Agencies on Governmentwide Debarment and Suspension"**) specifically prohibit the County from entering into a **"Covered Transaction,"** as defined in 2 CFR § 180.200, with a party listed on the System for Award Management (**"SAM"**) Exclusions list. The Subrecipient shall therefore complete the *Federal Suspension and Debarment Certification* attached to this Agreement as **"Form 7."**

D. **Federal Non-Discrimination.**

1. The Subrecipient shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, English proficiency, ordisability.

2. The Subrecipient shall not, on the grounds of race, color, creed, national origin, sex, age, English proficiency, or disability, exclude a person from participation in, deny him/her benefits, or subject him/her to discrimination.

3. The Subrecipient shall adhere to any and all federal implementing regulations and other requirements that the Funding Agency has with respect to nondiscrimination.

4. The Subrecipient shall ensure that any and all of its subcontractors are bound to the terms of this Non-Discrimination provision.

E. **Rights to Inventions Made Under this Agreement.** If the Federal Award or this Agreement meet the definition of **"Funding Agreement"** under 37 CFR § 401.2(a), and the Subrecipient is a small business firm or nonprofit organization, then the Subrecipient hereby acknowledges and understands that the

County is obligated to comply with the requirements of 37 CFR § 401 (**"Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements"**), and any implementing regulations issued by the Federal Awarding Agency.

F. **Program Fraud and False or Fraudulent Statements or Related Acts.** The Subrecipient acknowledges that 31 USC Chapter 38 (**"Administrative Remedies for False Claims and Statements"**) applies to the Subrecipient's actions pertaining to this Agreement.

G. Domestic Preferences for Procurements.

1. As appropriate, and to the extent consistent with law, the Subrecipient should, to the greatest extent practicable under this Subaward, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to: iron, aluminum, steel, cement, and other manufactured products). Pursuant to federal law, this provision must be included in all subawards (including all contracts and purchase orders) for work or products under the Federal Award. The Subrecipient shall include this provision in any contracts or agreements in which the Subaward is being utilized.

2. For the purposes of this provision:

   a. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

   b. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

H. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. The Subrecipients is prohibited from obligating or expending any portion of the Subaward funds to:

1. Procure or obtain;

2. Extend or renew a contract to procure or obtain; or

3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

   a. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

   b. Telecommunications or video surveillance services provided by such entities or using such equipment.

c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

I. **Procurement of Recovered Materials.** If the Subrecipient is a state agency, a political subdivision of a state, or a contractor of a state agency or political subdivision of a state, then it must comply with the requirements of 2 CFR § 200.323 (**"Procurement of Recovered Materials"**). For the purposes of this provision, the Subrecipient does not meet the applicable definition of "contractor" of a state or political subdivision of a state. However, if the Subrecipient is a state agency or a political subdivision of the state, then it must meet the requirements of this paragraph.

Section 2: Federal Terms (For: Contracts that Exceed $100,000)

A. **Byrd Anti-Lobbying Amendment, 31 USC § 1352 (as amended).** If this Agreement exceeds one-hundred thousand dollars ($100,000) in value, the Subrecipient shall:

1. File a *Certification Regarding Lobbying* attached to this Agreement as **"Form 8"** (if applicable);

2. Certify to the County that it shall not use, and has not used, federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 USC § 1352; and

3. Disclose to the County any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures will be forwarded to the Federal Awarding Agency.

Section 3: Federal Terms (For: Contracts that Exceed $150,000)

A. **Clean Air Act.** If this Agreement exceeds one hundred fifty thousand dollars ($150,000) in value, the Subrecipient shall:

1. Comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 USC § 7401 et seq.;

2. Report each violation of the Clean Air Act to the County. Additionally, the Subrecipient hereby acknowledges that the County shall, in turn, report each violation as required to assure notification to the Federal Awarding Agency and the appropriate Environmental Protection Agency Regional Office; and

3. Include these requirements in each subcontract that exceeds one hundred fifty thousand dollars ($150,000) financed in whole, or in part, with federal assistance provided by the Federal Awarding Agency.

B. **Federal Water Pollution Control Act.** If this Agreement's value exceeds one hundred fifty thousand dollars ($150,000), the Subrecipient shall:

1. Comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC § 1251 et seq.;

2. Report each violation of the Federal Water Pollution Control Act to the County. Additionally, the Subrecipient hereby acknowledges that the County shall, in turn, report each violation as required to assure notification to the Federal Awarding Agency and the appropriate Environmental Protection Agency Regional Office; and

3. Include these requirements in each subcontract that exceeds one hundred fifty thousand dollars ($150,000) financed in whole, or in party, with federal assistance provided by the Federal Awarding Agency.

Section 4: Federal Terms (For: Contracts that Exceed the Simplified Acquisition Threshold)

A. **Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Apr 2014).** If this Agreement exceeds the Simplified Acquisition Threshold, the following applies:

1. This Agreement and employees working on this Agreement shall be subject to the whistleblower rights and remedies in the pilot program on contractor employee whistleblower protections established at 41 USC § 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

2. The Subrecipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 USC § 4712, as described in section 3.908 of the Federal Acquisition Regulation.

3. The Subrecipient shall insert the substance of this clause, including this paragraph, in all subcontracts that exceed the Simplified Acquisition Threshold, which for the purposes of this Agreement is as provided in **Paragraph B** of **Article 7** (**"Procurement and Subcontracting Standards"**) above.

Article 24: General Provisions (Alphabetical)

A. **Assignments and Successors.** The parties deem the services to be rendered pursuant to this Agreement to be personal in nature. Each party binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement. Neither party shall assign, sublet, convey, or transfer its interest in this Agreement without the written consent of the other, which consent shall be in the sole determination of the party with the right to consent.

B. **Attorneys' Fees and Costs.** Unless otherwise expressly stated in this Agreement, the parties shall each bear their own costs, expert fees, attorneys' fees, and other fees incurred in connection with this Agreement and any action or proceeding arising out of or relating to this Agreement (an **"Action"**).

C. **Conflicts.** The Subrecipient shall comply with all applicable local, state, and federal laws, regulations, executive orders, and the policies, procedures, and directives of the Federal Awarding Agency. Should there be conflict between the various applicable laws and this Agreement, the most restrictive shall govern.

D. **Construction and Representations.** Each party acknowledges that it has had the opportunity to be represented by counsel of such party's choice with respect to this Agreement. In view of the foregoing, and notwithstanding any otherwise applicable principles of construction or interpretation, this Agreement shall be deemed to have been drafted jointly by the parties and in the event of any ambiguity, shall not be construed or interpreted against the drafting party. Neither party has relied upon any representations or statements made by the other party to this Agreement which are not

specifically set forth in this Agreement.

E. **Counterparts and Electronic Transmission of Signatures.** This Agreement may be executed in counterparts, both of which shall be deemed an original and which taken together shall constitute one agreement. Any counterpart may be delivered by any party by electronic transmission of the full Agreement as executed by that party to the other party as mutually agreed upon by the parties, and delivery shall be effective and complete upon completion of such transmission.

F. **Governing Law.** This Agreement shall be considered as having been entered into in the State of Florida and shall be construed and interpreted in accordance with the laws of that state.

G. **Headings.** The headings or captions of articles, sections, or subsections used in this Agreement, including the Table of Contents or Table of Terms and Provisions, are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Agreement.

H. **Jury Waiver.** Each party hereby irrevocably waives, to the fullest extent permitted by applicable law, any right that party does or might have to a trial by jury related to any Action.

I. **Remedies.** No remedy conferred upon any party in this Agreement is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any rights, power, or remedy hereunder shall preclude any other or further exercise thereof.

J. **Severability.** The provisions of this Agreement are declared by the parties to be severable. However, the material provisions of this Agreement are dependent upon one another, and such interdependence is a material inducement for the parties to enter into this Agreement. Therefore, should any material term, provision, covenant, or condition of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the parties negotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from holding.

K. **Signatory.** Each signatory below represents and warrants that he or she has full power and is duly authorized by their respective party to enter into and perform under this Agreement. Such signatory also represents that he or she has fully reviewed and understands the above conditions and intends to fully abide by the conditions and terms of this Agreement as stated.

L. **Survivorship.** Those provisions which by their nature are intended to survive the expiration, cancellation, or termination of this Agreement, including, by way of example only, the indemnification and public records provisions, shall survive the expiration, cancellation, or termination of this Agreement.

M. **Use of County and Subrecipient Logos.** Both parties are prohibited from use of any and all of the other party's emblems, logos, or identifiers without written permission from that party. For more information about the use of the County's logos, refer to Section 2-3, Hernando County Code.

N. **Venue.** Each of the parties hereby irrevocably submits to the jurisdiction of any federal or state court of competent jurisdiction sitting in Hernando County, Florida, regarding any Action, and further agrees that any such Action shall be heard and determined in such Florida federal or state court. Each party hereby irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of any Action in Hernando County, Florida.

O. **Waiver.** No delay or failure on the part of any party to this Agreement to exercise any right or remedy accruing to such party upon the occurrence of an event of violation shall affect any such right or remedy, be held to be an abandonment thereof, or preclude such party from the exercise thereof at any time during the continuance of any event of violation. No waiver of a single event of violation shall be deemed to be a waiver of any subsequent event of violation.

P. Written Modification.

1. No modification of this Agreement shall be binding upon any party to this Agreement unless it is reduced to writing and is signed by a duly authorized representative of each party to this Agreement.

2. Notwithstanding the above subparagraph, the parties hereby recognize that the Federal Awarding Agency may issue unilateral changes to the Federal Award that the County is permitted to unilaterally "pass-down" to the Subrecipient without formal amendment to this Agreement.

3. The County shall provide notice such unilateral amendments to the Subrecipient in a timely fashion to both by electronic mail to the Subrecipient agreement liaison noted in **TABLE 1 – THE PARTIES**, or as later re-designated pursuant to **Article 2, Paragraph B**.

4. The Subrecipient hereby agrees to work with the County in good faith to make any additional amendments to this Agreement as may be necessary pursuant to directive provided by the Federal Awarding Agency.

Article 25: Attachments

The documents provided for in the table below are hereby incorporated by both reference and attachment and therefore form a material part of this Agreement.

Attachment Name	Attachment Title
Form 1	Standard ARPA Form Amendments
Form 2	E-Verify Use and Registration Certification
Form 3	Public Entity Crimes and Scrutinized Companies Certification
Form 4	Small and Minority Business Enterprise ("MBE"), Women Business Enterprise ("WBE"), and Labor Surplus Area Firm Certification
Form 5	Subaward Advance Terms and Certification
Form 6	Leased Employee Affidavit
Form 7	Federal Suspension and Debarment Certification
Form 8	Certification Regarding Lobbying
Exhibit A	Required Information for Federal Subawards Schedule
Exhibit B	Scope of Services
Exhibit C	Budget
Exhibit D	Reimbursement Request
Exhibit E	Monthly Progress Report
Attachment 1	Documentation of the County's Receipt of the Federal Award
Attachment 2	Federally Required Contract Provisions
Appendix Coversheet	Any additional attachments required by the Federal Awarding Agency or the County.

Article 26: Entire Agreement

This Agreement, and any documents incorporated, referenced, or attached to this Agreement, sets forth and constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Agreement. In regards to such subject matter, this Agreement supersedes any and all prior agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and warranties, whether oral or written, of any party to this Agreement.

[SIGNATURES ON FOLLOWING PAGES]

HERNANDO COUNTY, FLORIDA SIGNATURE PAGE

The County has executed this Agreement on the date set forth below.

HERNANDO COUNTY, FLORIDA
By: The Board of County Commissioners

By: _____
Chairman Brian Hawkins

Date: December 17, 2024

ATTEST:

By: Heidi Kruppe, Deputy Clerk

Date: December 17, 2024

SEAL

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: Melissa Tartaglia
County Attorney's Office

SUBRECIPIENT SIGNATURE ON FOLLOWING PAGE

SUBRECIPIENT SIGNATURE PAGE

HERNANDO COUNTY, FLORIDA'S SIGNATURE ON PREVIOUS PAGE

The Subrecipient has executed this Agreement on the date set forth below.

Community Food Bank of Citrus County, Inc.

By: Barbara Sprague, CEO
Barbara Sprague, CEO

Date: 11/22/24

Form 1
Standard ARPA Form Amendments

COMPLETION OF THIS FORM IS REQUIRED FOR ALL SUBRECIPIENTS

Please select one of the choices below.

☒ There are **no amendments or additional provisions** to the Standard ARPA Form Agreement found in this Agreement.

☐ There **are amendments and/or additional provisions** to the Standard ARPA Form Agreement found in this Agreement. They are as followed:

Amendments		
Article	**Paragraph**	**Amendment**

Additional Provisions

Pursuant to **Article 1, Paragraph A**, of this Agreement, the parties have agreed to the above-provided amendments to the Standard Form Agreement. Such amendments shall be held as binding upon the parties with the remainder of the Agreement remaining in full force and effect.

	Barbara Sprague
Signature	**Signature**
	Barbara Sprague
Printed Name	**Printed Name**
	CEO
Official Title	**Official Title**
Hernando County, Florida	Community Food Bank of Citrus County, Inc.
County Name	**Subrecipient Name**
	11/22/24
Date	**Date**

Form 2
E-Verify Registration and Use Certification

COMPLETION OF THIS FORM IS REQUIRED FOR ALL SUBRECIPIENTS

Please note that the County will verify that the Subrecipient has an active registration on https://e-verify.gov. If the Subrecipient does not have an active registration noted on the E-Verify website because the Federal Government has not yet updated its website, it must then provide a copy of the *E-Verify Memorandum of Understanding for Employers* that the Subrecipient received upon registration to the County.

E-VERIFY REGISTRATION USE CERTIFICATION

The undersigned hereby certifies on behalf of the Subrecipient, that:

A. They have personal knowledge of the factual assertions set forth in this *E-Very Use and Registration Certification and Affidavit.*

B. The Subrecipient is registered with the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired during the term of this Agreement and shall provide evidence of such registration to the County upon request.

C. The Subrecipient does not and shall not employ, contract, or subcontract with an unauthorized alien, pursuant to Section 448.095, Florida Statutes.

D. The Subrecipient shall require all subcontractors performing work under this Agreement to provide an affidavit stating that such subcontractors do not employ, contract with, or subcontract with an unauthorized alien, pursuant to Section 448.095, Florida Statutes.

Pursuant to the binding authority granted to the undersigned, the Subrecipient hereby certifies that it understands and will comply with its obligations as stated in this affidavit.

	CEO
Signature of Subrecipient Representative	Official Title
Barbara Sprague	
Printed Name	Date

INTERNAL TABLE – FOR COUNTY INTERNAL USE ONLY	
The Subrecipient's active E-Verify Registration was confirmed by	**N/A-per Balmoral email dated 11/7/24**
The method of confirmation was: _____ **Date:**_____	

Form 3
Public Entity Crimes and Scrutinized Companies Certification

COMPLETION OF THIS FORM IS REQUIRED FOR ALL SUBRECIPIENTS

Part 1:
Certification of Compliance with Section 287.133, Florida Statutes (Public Entity Crime)

The undersigned hereby certifies, on behalf of the Subrecipient, that:

A. Neither the Subrecipient, nor one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the Subrecipient, nor any affiliate of the entity, has been charged with and convicted of public entity crime subsequent to July 1, 1989.

B. The Subrecipient has not been placed on any convicted vendor list by the State of Florida and that it will not utilize any funding provided pursuant to this Agreement to subcontract with any vendor that has been placed on any such convicted vendor list.

C. The Subrecipient acknowledges that for the purposes of this certification, the terms "public entity crime," "convicted," and "affiliate," are as defined in Section 287.133, Florida Statutes, which the Subrecipient has reviewed prior to the execution of this certification.

D. The Subrecipient acknowledges that the County reserves the right to terminate this Agreement immediately (pursuant to **Article 22, Paragraph C ("Termination")** of the Agreement) and take full advantage of any legal remedies available in equity or law should the Subrecipient be found to:

1. Have falsified its certification of eligibility to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.133, Florida Statutes; or

2. Have become ineligible to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.133, Florida Statute subsequent to entering into this Agreement with the County.

E. The Subrecipient shall immediately notify the County if at any point during the term of the Agreement, the Subrecipient's status under Section 287.133, Florida Statutes, changes in any manner.

Part 2:
Certification of Compliance with Section 287.135, Florida Statutes (Scrutinized Companies)

The undersigned hereby certifies, on behalf of the Subrecipient, that:

A. The Subrecipient certifies that it is eligible to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statutes.

B. The Subrecipient is not:

1. On the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, and the Subrecipient is not engaged in a boycott of Israel;

2. On the "Scrutinized Companies with Activities in Sudan List" or the "Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List," created pursuant to Section 215.473, Florida Statutes; or

3. Engaged in business operations in Cuba or Syria.

C. The Subrecipient acknowledges that the County reserves the right to terminate this Agreement immediately (pursuant to **Article 22, Paragraph C ("Termination")** of the Agreement) and take full advantage of any legal remedies available in equity or law should the Subrecipient be found to:

1. Have falsified its certification of eligibility to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statutes; or

2. Have become ineligible to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statute subsequent to entering into this Agreement with the County.

D. The Subrecipient shall immediately notify the County if at any point during the term of the Agreement, the Subrecipient's status under Section 287.135, Florida Statutes, changes in any manner.

Pursuant to the binding authority granted to the undersigned, the Subrecipient hereby certifies that it understands and will comply with its obligations as stated in both Part 1 and Part 2 this certification.

Barbara Sprague	CEO
Signature of Subrecipient Representative	Official Title
Barbara Sprague	11/22/24
Printed Name	Date

Form 4
Small and Minority Business Enterprise ("MBE"), Women Business Enterprise ("WBE"), and Labor Surplus Area Firm Certification

COMPLETION OF THIS FORM IS REQUIRED FOR ALL SUBRECIPIENTS

CERTIFICATION OF COMPLIANCE WITH 2 CFR § 200.321

The undersigned hereby certifies on behalf of the Subrecipient, that the Subrecipient will comply with all of the following should the Subrecipient subcontract using any portion of the Subaward:

A. When selecting subcontractors and making procurements with the Subaward, the Subrecipient shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus firms are used whenever possible while expending the Subaward.

B. Pursuant to 2 CFR § 200.321, such affirmative steps must include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

C. The Subrecipient understands that it must pass this obligation down to its subcontractors (if any).

Pursuant to the binding authority granted to the undersigned, the Subrecipient hereby certifies that it understands and will comply with its obligations as stated in this affidavit.

Barbara Sprague
Signature of Subrecipient Representative

CEO
Official Title

Barbara Sprague
Printed Name

11/22/24
Date

Form 5
Subaward Advance Terms and Certification

COMPLETION OF THIS FORM IS CONDITIONAL

This form is required for all Subrecipients that will be receiving an advance of the Subaward. Will the Subrecipient be receiving an advance pursuant to this Agreement? **No**

If **"NO"** then the Subrecipient may disregard this form. IF **"YES"** then the Subrecipient hereby agrees to the following terms and executes the following certification.

Part 1: Subaward Advance Terms

A. 2 CFR § 200.305(b) (**"Payment"**) permits the County to issue advance payments of the Subaward to the Subrecipient as long as such advanced payments are: (1) limited to the minimum amounts needed; and (2) timed to be in accordance with the actual, immediate cash requirements of the Subrecipient in carrying out the *Scope of Services*.

B. As such, the following **"Subaward Advance Budget"** was prepared:

C. Based upon the foregoing, the County shall issue an advance of $_____at the beginning of the Agreement's term, or when such advance is agreed upon by the parties in writing. **All advanced Subaward funds must be spent no later than thirty (30) calendar days from the Subrecipient's receipt of the advance.**

D. Subaward Advance Reconciliation.

1. The Subrecipient shall provide the County with a *Subaward Advance Reconciliation Report* with all documentation necessary (paid invoices, receipts, etc.) showing that the advance was appropriately spent no later than forty-five (45) calendar days after the Subrecipient receives the advance of the Subaward.

2. Such *Subaward Advance Reconciliation Report* must be: (a) executed by the Subrecipient's authorized representative; and (b) include the federal attestation language outlined in **Article 10, Paragraph C.3. ("Reimbursement Requests")**.

3. If the Subrecipient failed to expend all of the advanced Subaward funds within the thirty (30) days provided, the balance of unspent funds shall be deducted from subsequent invoices received by the County until it is fully exhausted. Any such advanced funds remaining at the end of the Agreement's term must be returned to the County.

4. The County reserves its right to suspend any further payments to the Subrecipient until it receives a sufficient *Subaward Advance Reconciliation Report* from the Subrecipient. Nothing in this **Form 5** should be construed as limiting the County from pursuing any additional remedies contemplated in the Agreement or at law

E. The Subrecipient shall comply with all terms found in the Agreement regarding advances, including but not limited to, those found in **Article 11, Paragraph G ("Payment Terms")** and shall provide evidence to the County that it has obtained the Fidelity & Employee Dishonesty Insurance as contemplated therein.

Part 2: Subaward Advance Certification

The undersigned hereby certifies on behalf of the Subrecipient, that:

1. The Subrecipient understands and will comply with the *Subaward Advance Terms* provided in **Part 1** above.

2. The Subaward Advance Budget provided for in Part 1 above is a true and accurate representation of the Subrecipient's actual, immediate cash requirements for carrying out the *Scope of Services*.

3. The Subrecipient shall comply with 2 CFR § 200.305(b) and therefore shall maintain written procedures that minimize the time elapsing between: (1) the transfer of funds by the County to the Subrecipient, and (2) the Subrecipient's disbursement of such funds for direct project costs and the proportionate share of any allowable indirect costs.

4. The Subrecipient has reviewed 2 CFR § 200.305(b) and maintains financial management systems that comply with the standards therein for fund control and accountability.

5. The Subrecipient shall make timely payment to its contractors, vendors, and any agencies providing services to the Subrecipient pursuant to the Agreement.

6. Should the Subrecipient be found to have mismanaged the Subaward advanced by the County, the County may consider such mismanagement cause for termination of the Agreement.

Pursuant to the binding authority granted to the undersigned, the Subrecipient hereby certifies that it understands and will comply with its obligations as stated in this affidavit.

	CEO
Signature of Subrecipient Representative	Official Title
Barbara Sprague	
Printed Name	Date

NOTE TO COUNTY STAFF: All advances must be approved by the Board of County Commissioners. Prior to an advance being approved, the Risk Management Division and Orange County Attorney's Office must review such advance request and the Division/Department overseeing this Agreement must receive advance training from Grants Accounting.

Form 6
Leased Employee Affidavit

COMPLETION OF THIS FORM IS CONDITIONAL

This form is required for all Subrecipients that will be performing part or all of the services in the *Scope of Services* attached as "Exhibit B" on County property. Will any portion of the services be performed on County Property? **No**

If **"NO"** then the Subrecipient may disregard this form. IF **"YES"** then select an option below:

☐ The Subrecipient **will not be using an employee leasing arrangement** and therefore is not obligated to complete the below Leased Employee Affidavit pursuant to **Article 17, Paragraph C.2.** of this Agreement. Continue to **"Form 7."**

☐ The Subrecipient **will be using an employee leasing arrangement** and attests to the following:

LEASED EMPLOYEE AFFIDAVIT

The undersigned hereby certifies on behalf of the Subrecipient, that:

A. The Subrecipient hereby certifies that it has workers' compensation coverage for all of my workers through the employee leasing arrangement specified below:

Name of Employee Leasing Company: _____
Workers' Compensation Carrier: _____
A.M. Best Rating of Carrier: _____
Inception Date of Leasing Arrangement: _____

B. The Subrecipient understands that its contract with the employee leasing company limits its workers' compensation coverage to enrolled worksite employees only and that the Subrecipient's leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured sub-contractors or casual labor exposure. Accordingly, the Subrecipient affirms that 100% of its workers are covered as worksite employees with the employee leasing company.

C. The Subrecipient further certifies that it does not hire any casual or uninsured labor outside the employee leasing arrangement and hereby agrees to notify the County in the event that it has any workers not covered by the employee leasing workers' compensation policy. In the event that the Subrecipient has any workers not subject to the employee leasing arrangement, the Subrecipient hereby agrees to obtain a separate workers' compensation policy to cover such workers. The Subrecipient further agrees to provide the County with a certificate of insurance providing proof of workers' compensation coverage prior to such workers entering the County's worksite or performing any obligation pursuant to this Agreement.

D. The Subrecipient hereby agrees to notify the County if its employee leasing arrangement terminates with the employee leasing company and it understands that it is required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement and further agrees to notify the County in the event that it switches employee-leasing companies.

E. The Subrecipient hereby acknowledges that it has an obligation to supply an updated workers' compensation certificate to the County that documents the change of carrier.

Pursuant to the binding authority granted to the undersigned, the Subrecipient hereby certifies that it understands and will comply with its obligations as stated in this affidavit.

	CEO
Signature of Subrecipient Representative	Official Title
Barbara Sprague	
Printed Name	Date

Form 7
Federal Suspension and Debarment Certification

COMPLETION OF THIS FORM IS REQUIRED FOR ALL SUBRECIPIENTS

Please note that the County will verify that the Subrecipient has an active registration with SAM.gov on https://www.SAM.gov. If the Subrecipient does not have an active registration noted in the SAM.gov system, then this Agreement will not be executed by the County.

FEDERAL SUSPENSION AND DEBARMENT CERTIFICATION

The undersigned hereby certifies on behalf of the Subrecipient, that:

A. They have personal knowledge of the factual assertions set forth in this *Federal Suspension and Debarment Certification.*

B. The Subrecipient complies with 2 CFR Part 180, Subpart C (**"Responsibilities of Participants Regarding Transactions Doing Business with Other Persons"**).

C. The Subrecipient is registered and maintains an active registration with SAM.gov and will maintain an active registration with SAM.gov for the entire term of this Agreement.

D. The Subrecipient does not appear on the SAM Exclusions list and shall notify the County within five (5) business days if it is added to the SAM Exclusions list, or should its status under the SAM system change in any way during the term of this Agreement.

E. The Subrecipient shall include a requirement to comply with 2 CFR Part 180, Subpart C in any lower tier covered transactions into which it enters.

F. The Subrecipient understands and agrees that the County reserves the right to institute additional restrictions and conditions to this Agreement, terminate this Agreement, and pursue any other remedy available under local, state, and federal law, should the Subrecipient: (1) be found to have misrepresented its SAM.gov status in any manner; or (2) fail to notify the County of any change in its status under the SAM.gov system.

This certification is a material representation of fact relied upon by the County. If it is later determined that the Subrecipient fails to comply with 2 CFR Part 180, Subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to, suspension or debarment.

Pursuant to the binding authority granted to the undersigned, the Subrecipient hereby certifies that it understands and will comply with its obligations as stated in this affidavit.

Barbara Sprague
Signature of Subrecipient Representative

CEO
Official Title

Barbara Sprague
Printed Name

11/22/24
Date

INTERNAL TABLE – FOR COUNTY INTERNAL USE ONLY

The Subrecipient's active SAM.gov registration was confirmed by _____ on _____.

Form 8
Certification Regarding Lobbying

COMPLETION OF THIS FORM IS CONDITIONAL

This form is required for all Subrecipients receiving a Subaward in an amount that exceeds $100,000. Does the Subaward exceed $100,000? **Yes**

If **"NO"** then the Subrecipient may disregard this form. IF **"YES"** then the Subrecipient hereby executes the following *Certification Regarding Lobbying* as required by 31 USC § 1352:

CERTIFICATION REGARDING LOBBYING
31 USC § 1352

Part 1:
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies on behalf of the Subrecipient that:

A. No Federal appropriated funds have been paid or shall be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit **Standard Form-LLL, "Disclosure of Lobbying Activities"**, in accordance with its instructions.

C. The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Part 2:
Statement for Loan Guarantees and Loan Insurance

The undersigned certifies on behalf of the Subrecipient that:

A. If any funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the Subrecipient shall complete and submit **Standard Form-LLL, "Disclosure of Lobbying Activities"**, in accordance with its instructions.

Form 8
Certification Regarding Lobbying (Continued)

B. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Pursuant to the binding authority granted to the undersigned, the Subrecipient hereby certifies that it understands and will comply with its obligations as stated in both Part 1 and Part 2 this certification.

Barbara Sprague
Signature of Subrecipient Representative

CEO
Official Title

Barbara Sprague
Printed Name

11/22/24
Date

[REMAINDER OF PAGE LEFT BLANK]

Exhibit A
Required Information for Federal Subawards Table

REQUIRED PURSUANT TO 2 CFR § 200.332

Federal Requirements	**Subaward-Specific Information**	
Subrecipient Name (registered name in SAM.gov)	COMMUNITY FOOD BANK OF CITRUS COUNTY, INC.INC	
Subrecipient's Uniform Entity Identifier (UEI)	HFTMZD3BNQC5	
Federal Award Identification Number (FAIN)	HR 1319, Title IX, Subtitle M, Section 9901	
Date of Federal Award by NEH:	05/19/2021	
Subaward Period of Performance Start and End Date	**Start:**12/17/2024	**End** 09/30/2026
Federal Award Budget Period Start and End Date	**Start:** 03/03/2021	**End:** 12/31/2026
Amount of Federal Funds obligated by this action by the Pass-Through Entity to the Subrecipient	$250,000.00	
Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity including the current financial obligation	$250,000.00	
Total Amount of the Federal Award committed to the Subrecipient by the Pass-Through Entity	$250,000.00	
Federal Award Project Description	For use compliant with Section 603 of the Social Security Act, as amended by Section 9901 of the ARP Act of 2021.	
Name of Federal Awarding Agency	U.S. Department of the Treasury	
Name of Pass-Through Entity	Hernando County, Florida	
Pass-Through Entity's Awarding Official Contact Information	**Name:** Veda Ramirez **Email:** Vramirez@co.hernando.fl.us	
Assistance Listings Number and Name	**Number:** 21.027 **Name:** Coronavirus Local Fiscal Recovery Fund (CLFRF)	
Is the Subaward R&D related?	No	
Is there an indirect cost rate for the Subaward?	No	
Requirements of the Federal Award imposed on the Subrecipient?	Yes, see the terms of the Agreement and attached exhibits and forms.	
Are there any additional requirements imposed on Subrecipient in order for the Pass-Through Entity to meet its own reporting responsibilities to the Federal Awarding Agency?	Yes, see the terms of the Agreement and attached exhibits and forms.	
Is there a requirement that the Subrecipient must permit the Pass-Through Entity and auditors to have access to the Subrecipient's records and financial statements?	Yes, see: **Article 14 ("Maintenance, Retention, and Access to Records")** and **Article 16 ("Audit Requirements")**.	
Are there appropriate terms and conditions concerning closeout of the Subaward?	Yes, see: **Article 13 ("Progress Reporting and Subaward Closeout")**	

Exhibit B
Scope of Services

Introduction
The work identified in this agreement will be performed on property owned or leased by the Community Food Bank. Unless approved by the County, no other entity shall be granted utilization of these funds.

Budget
Our budget and on-boarding of the additional pantries as well as empowerment space and micro-retail incubator is dependent on the acquired facility or ground-up construction. If we are to occupy an existing building the build-out and needs will change accordingly as the cooler and freezer spaces require specific infrastructure and are best suited for a new construction opportunity. New pantry clients will be on–onboarded in phases and empowerment service partners will be managed by a volunteer steering committee. The micro-retail incubator will also be managed by a volunteer board with scaled lease agreements. Our current business model depicts the Maintenance Fees charged per pound to pantry partners for rescued products which are often waived and covered instead by grants or other funding. The purchased retail grade product has a small handling fee of up to 6% to cover our labor costs. In addition to these revenue vehicles that have allowed the Community Food Bank to be self-sustaining, we would explore progressive lease options for the mico-retail space and empowerment center should collaborative funding be found.

Project Timeline

Phase 1: Pre-Construction (Month 1-3)

- Project Planning and Design (Month 1)
- Define project scope and objectives
- Hire an architect/engineer
- Preliminary design and layout drafts
- Develop a budget estimate
- Site Acquisition and Permitting (Month 1-2)
- Secure the property where the warehouse will be built
- Apply for necessary zoning permits and licenses
- Environmental assessments (if necessary)
- Final Design Approval (Month 3)
- Finalize architectural plans
- Confirm design and construction specifications
- Obtain building permits from local authorities

Phase 2: Groundwork and Foundation (Month 4-5)

- Site Preparation (Month 4)
- Clear the land of any debris, vegetation, or existing structures
- Conduct grading and leveling of the site
- Foundation Work (Month 4-5)
- Excavate for the foundation
- Pour concrete for the foundation and footing
- Allow for curing time

Phase 3: Construction (Month 6-9)

- Structural Framing (Month 6)
- Erect steel or wooden framing for the warehouse and center
- Install support beams, walls, and roof structures

- Roofing and Exterior Work (Month 6-7)
- Install roofing materials
- Apply exterior wall finishes
- Ensure all weatherproofing measures are in place
- Utilities Installation (Month 7-8)
- Rough in plumbing, electrical, and HVAC systems
- Install service lines for water, electricity, and sewage
- Interior Construction (Month 8-9)
- Build interior walls, rooms, and office spaces
- Install insulation and drywall
- Begin finishing work: flooring, painting, and fixtures

Phase 4: Final Touches and Inspection (Month 10-12)

- Final Installations and Landscaping (Month 10)
- Complete installations of kitchens, restrooms, and other facilities
- Landscaping around the property (plant trees, shrubs, etc.)
- Finalize any outdoor lighting or signage
- Inspections and Corrections (Month 11)
- Arrange for inspections by local building authorities
- Address any identified issues or corrections needed
- Final Walkthrough and Cleanup (Month 12)
- Conduct a final walkthrough with stakeholders
- Address any last-minute touch-ups
- Clean the site and prepare for opening

Phase 5: Opening and Community Engagement (End of Month 12)

- Opening Ceremony (End of Month 12)
- Organize a grand opening event to introduce the center to the community
- Invite local leaders, stakeholders, and media
- Begin outreach programs and distribution services

Agency Mission

The mission of the Community Food Bank is to be the driving force to promote awareness, inspire involvement, and end hunger. Since we opened our doors in 2013, the Community Food Bank has grown to provide 2 million pounds of food relief each year to over 30,000 Hernando County residents from our main location in Citrus County through just 10 of the county's 32 pantries. Added to our other distribution area, this is a total of over 5.1 meals to over 70,000 every month. Whether facing food insecurity, nutritional deficits, or natural disasters, the Community Food Bank ensures that NO ONE in our community goes hungry.

Prospective clients our target population includes a significant percentage of low-income individuals and families who experience food insecurity choices between basic needs, generational poverty, and lack of access to providers and resources. Engaging with local service organizations, schools, churches, and community groups will help attract our target audience from the entire county.

Service Area

The service area includes all of Hernando County and is focused on the elevation of the South Brooksville population.

Need

The clients that the Community Food Bank and our network of pantry partners serve are disproportionately impacted by the far-reaching public health and negative economic impacts of the pandemic, generational poverty, low wages, disaster recovery, and age. These impacts include poor diets, lack of medical care access, lack of access to career and educational advancement training and opportunities, and lack of support for business entrepreneurs. 18% live in poverty. 10% of residents do not have a vehicle. 20% of children live in poverty. 22% are disabled. (Florida Chamber of Commerce) The current number of clients that the Community Food Bank serves in Hernando County is approximately 30,000 per month. This represents 7% of the Hernando County population. Our headquarters in Homosassa is at its service capacity for pantries and does not currently allow for any wrap-around services to be offered. Since convening our Hernando Task Force in 2021, the Community Food Bank has worked to research the areas we could most impact now and in the future, create dialog regarding true needs, develop alliances and support, and raise awareness with stakeholders, donors, and other partners. We have tentative commitments with Feeding Tampa Bay, FarmShare, and Emergency Management to expand our service availability to all pantries and locations of need in the county. We have also worked to increase our donor base and recruit investors for our capital campaign. Our current headquarters will allow us to phase in new agency partners, support logistics and operational needs, and direct funding activities. The campus will serve as a vital hub for local engagement and empowerment. By providing a safe, welcoming space for residents, we encourage positive interactions and foster a sense of belonging with community based support among residents.

Agency Request

The Community Food Bank is requesting funding to lease property and build a warehouse with empowerment center hosting capability, a micro-retail incubator marketplace, and a community-friendly campus accessible for disaster recovery, events, and other needs while being able to pivot to accommodate changes in need. These capital improvements will serve to address food insecurity in our community while providing resources for economic empowerment, health care, and education to those who are marginalized, disadvantaged, or impoverished. With a construction budget of $1,595,000 and operating costs of $178,830-226,931 per year, our mission is to create a sustainable local food distribution network and serve as a community hub for all resources to county residents.

Results

As a result of these ARPA funds, the Community Food Bank and Empowerment Center has the potential to transform lives in our community by improving access to food and promoting education and empowerment. With careful planning and community involvement, we can create a sustainable model that addresses food insecurity and empowers individuals to lead healthier and more productive lives. This capacity expansion will allow the Community Food Bank to distribute 2-5 million more meals, groceries, and supplies to residents. The empowerment center will reach hundreds of residents each week, filling the gap in their medical and mental health, skill training and career advancement opportunities, financial management, and entrepreneurial advancement.

Exhibit C
Budget

Category	Budget
Phase 1: Pre-Construction	$0.00
Phase 2: Groundwork and Foundation	$250,000.00
Phase 3: Construction	$0.00
Phase 4: Final Touches and Inspection	$0.00
Phase 5: Opening and Community Engagement	$0.00
Total Budget	$250,000.00

Exhibit D
Reimbursement Request
HERNANDO COUNTY FLORIDA
AMERICAN RESCUE PLAN ACT
Subrecipient Payment Request FY _____ / _____

AGENCY NAME:	**DATE:**
PROJECT TITLE:	**INVOICE NO.:**
PREPARER'S NAME:	
EMAIL:	**PHONE:**

ACCOUNT SUMMARY:

Approved ARPA Budget	
ARPA Reimbursements Received To Date	
Pending Reimbursements To Date (including this invoice)	
Remaining ARPA Balance	**$** -

CURRENT REQUEST:

ARPA BUDGET LINE-ITEM PER APPROVED AGREEMENT (List individual line-item costs per approved budget, Exhibit "C")	BUDGET AMOUNT$	(PREVIOUS REQUESTS)	(CURRENT AMOUNT REQUESTED FOR REIMBURSEMENT)	REMAINING BUDGET BALANCE
PERSONNEL COSTS:				
Salaries				$
Fringe Benefits				$
Total Personnel Costs:		$	$	$
OPERATING/CONSTRUCTION COSTS: (List individual operating/construction line-item costs)				
				$
				$
				$
				$
				$
				$
Total Operating/Construction Costs:	$	$	$	$
TOTAL: (Personnel Costs + Oper/Const Costs)	$	$	$	$

TOTAL PAYMENT REQUESTED THIS INVOICE: $

Note: Corresponding back-up source documentation must be attached. The 'Documentation Required for Reimbursement Checklist' may be included as back-up and/or used for guidance in preparing the submittal.

_____ _____
Signature of Preparer Date

_____ _____
Signature of Authorized Supervisor, Executive Director, or Board Member Date

For County Use Only:
P.O. No.:_____ Date Received:_____ By:_____
Inv. No.: _____ Amt$.:_____
Inv. Date.: _____ Acct. No.:_____
Auth. By:_____

Exhibit E
Monthly Progress Report

Hernando County Florida

SUBRECIPIENT QUARTERLY PERFORMANCE PROGRESS REPORT

1. Federal Award Identification Number (FAIN)	2. Federal Award Number	3. Subrecipient Agreement Number:
4. Recipient Hernando County Florida 15470 Flight Path Dr Brooksville, FL 34604	5. Subrecipient Name: Address: City, State, Zip:	
6. Subrecipient FEIN:	7. Subrecipient UEI Number:	8. Reporting Period End Date:

a. Narrative: What major activities and accomplishments have been completed during this reporting period?
b. Problems: Are there any foreseen delays in completing the project within the project period?
c. Significant findings and events:
d. Activities planned for next reporting period:
e. Please provide the percentage of project completed and anticipated completion date.
f. Did you link your budgets to program/project activities?

Performance Measures

Deliverable #	Task #	Task Description	Indicator	Costs per Unit	Outcome Measures	Funding Expended

I certify to the best of my knowledge and belief that this report is correct and complete for performance activities for the purposes set forth in the award documents.

Subrecipient Representative Signature — Print Name and Title

Date

Attachment 1
Documentation of the County's Receipt of the Federal Award

The following are hereby incorporated into this "Attachment 1" by reference:

The allocation to the County made pursuant to H.R. 1319, Title IX, Subtitle M, Section 9901.

From the U.S. Department of the Treasury's *Coronavirus State and Local Fiscal Recovery Funds* website (https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds):

See: "Allocation Information" > "Allocation for Counties"

Florida	Gulf County	$2,649,216.00
Florida	Hamilton County	$2,802,470.00
Florida	Hardee County	$5,232,196.00
Florida	Hendry County	$8,162,281.00
Florida	Hernando County	$37,666,687.00
Florida	Highlands County	$20,632,184.00
Florida	Hillsborough County	$285,912,528.00
Florida	Holmes County	$3,810,372.00
Florida	Indian River County	$31,063,168.00
Florida	Jackson County	$9,015,375.00
Florida	Jefferson County	$2,767,118.00
Florida	Lafayette County	$1,635,875.00
Florida	Lake County	$71,308,368.00
Florida	Lee County	$149,675,549.00
Florida	Leon County	$57,024,862.00
Florida	Levy County	$8,061,471.00
Florida	Liberty County	$1,622,667.00
Florida	Madison County	$3,592,048.00
Florida	Manatee County	$78,327,168.00
Florida	Marion County	$71,009,435.00
Florida	Martin County	$31,272,363.00
Florida	Miami-Dade County	$527,733,745.00

Attachment 2
Federally Required Contract Provisions

Appendix II to Part 200 –
Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal Awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal Awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the

worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal Award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal Award. Such disclosures are forwarded from tier to tier up to the non-Federal Award.

(J) See § 200.323.

(K) See § 200.216.

(L) See § 200.322.

Appendix Coversheet

Please select one of the choices below.

☒ There is no Appendix to this Agreement.

☐ There is an Appendix to this Agreement which can be found attached to this **"Appendix Coversheet."** It is as followed:

Appendix No.	Document Title

Anti-Human Trafficking Affidavit

In compliance with Fla. Stat. § 787.06(13), this affidavit must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with Hernando County or any of its subordinate units (the "Governmental Entity").

1. My name is Barbara Sprague and I am over eighteen years of age. The following information is given from my own personal knowledge.

2. I am an officer or representative with Community Food Bank, a non-governmental entity (the "Nongovernmental Entity"). I am authorized to provide this affidavit *on behalf of Nongovernmental Entity*.

3. Neither Nongovernmental Entity, nor any of its subsidiaries or affiliates, uses *coercion* for *labor* or *services*, as such italicized terms are defined in Fla. Stat. § 787.06, as it may be amended from time to time.

4. If, at any time in the future, Nongovernmental Entity does use coercion for labor or services, Nongovernmental Entity will immediately notify Governmental Entity and no contracts may be executed, renewed, or extended between the parties.

5. This declaration is made pursuant to Fla, Stat. § 92.525. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I Barbara Sprague, declare that I have read the foregoing Anti-Human Trafficking Affidavit and that the facts stated in it are true.

FURTHER AFFIANT SAYETH NAUGHT.

Community Food Bank, Inc.
Name of Nongovernmental Entity

Barbara Sprague
Printed Name of Affiant

CEO
Title of Affiant

Barbara Sprague
Signature of Affiant

11/20/2024
Date

RESOLUTION NO.: 2024-273

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY AMENDING THE BUDGET TO REFLECT INCREASED FUNDS OR REVENUES NOT ANTICIPATED IN THE 2025 BUDGET, PURSUANT TO §129.06 OFTHE FLORIDA STATUTES, APPROPRIATING AND EXPENDING INCREASED FUNDS AS PROVIDED BY THE AMENDED BUDGET; AND ADDING INCREASED AND UNANTICIPATED REVENUES TO THE PROPER FUND OF THE BUDGET.

WHEREAS, Hernando County is in receipt of funds not anticipated when the budget for the 2025 Fiscal Year was adopted; and,

WHEREAS, pursuant to §129.06 of the Florida Statutes, the budget for Fiscal Year 2025 must be amended to account for these unanticipated increased revenues; and,

WHEREAS, the total 2025 Fiscal Year Adopted Budget will be adjusted in the amount set forth below and the total estimated receipts, including balances brought forward, shall equal the total of the appropriations and reserves.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY, FLORIDA, AS FOLLOWS:

REVENUES

Account Number	Account Name	Present Budget	Increase/ Decrease	Amended Budget
				$0.00
1555-31090-3311000	FED GRT - CFDA 21.027 SLFR	0.00	250,000.00	250,000.00
				0.00
				0.00
	TOTAL	$0.00	$250,000.00	$250,000.00

EXPENSES

Account Number	Account Name	Present Budget	Increase/ Decrease	Amended Budget
				$0.00
1555-31090-5808201	AID TO PRVT ORGANIZATION	0.00	250,000.00	250,000.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
	TOTAL	$0.00	$250,000.00	$250,000.00

BOARD OF COUNTY COMMISSIONERS HERNANDO COUNTY, FLORIDA SEAL

ADOPTED this 17th day of December, 2024.

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

Attest: Heidi Krupa, Deputy Clerk
DOUGLAS A. CHORVAT, JR.
Clerk of Circuit Court & Comptroller

By: _____
BRIAN HAWKINS
Chairperson

** **Reference: Legistar # / Mtg Date. LS 15092 / 12.17.24**

Office of Management and Budget use only:				
Fund Number: 1555	Department No. 31090	Approved by: AB	Date: 12/9/24	BR2025-019

Revised: 11/19/24

FEE SIMPLE DEED

DREW'S FORM R. E 3¾ Manufactured by The H. & W. B. Drew Company Jacksonville, Florida Expressly for Photostatic Recording

O. R. BOOK 16 PAGE 177

This Indenture,

Made this 2 8th *day of* February *, A. D. 19* 55 *,*

Between J. O. Bacon, joined by his wife Loucile Bacon

of the County of Hernando *and State of* Florida *,*

party *of the first part, and* CITY OF BROOKSVILLE, FLORIDA, a political subdivision of the State of Florida

of the County of Hernando *and State of* Florida

party *of the second part,* **Witnesseth,** *that the said party* *of the first part, for and in consideration of the sum of* One Dollar and other good and valuable considerations *Dollars, to* him *in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and transferred, and by these presents does grant, bargain, sell and transfer unto the said party* *of the second part and* his / successors *heirs and assigns forever, all that certain parcel of land lying and being in the County of* Hernando *, and State of* Florida *, more particularly described as follows:*

Commence at the quarter section line on North boundary of Section 27, Township 22 South, Range 18 East, run thence South 0°13' East along said section line 680 feet, thence South 73°01' East along South boundary of Cook Avenue 781 feet, thence South 0°14' East one past boundary of OAKS [illegible] 704.5 feet to center of paved road for a point of beginning, run,
thence South 89°47' West 630 feet along the center of road,
thence South 0°14' East 346 feet,
thence North 89°47' East 630 feet,
thence North 0°14' West 346 feet to point of beginning; excepting road right-of-way.

FLORIDA 10 CENTS

Together *with all the tenements, hereditaments and appurtenances, with every privilege, right, title, interest and estate, dower and right of dower, reversion, remainder and easement thereto belonging or in anywise appertaining:* **To Have and To Hold** *the same in fee simple forever.*

In Witness Whereof, *the said party* *of the first part has* *hereunto set* his *hand and seal the day and year above written.*

Signed, sealed and delivered in our presence:

Joseph Thomas Jr.
M. A. Vaughn

J. O. Bacon (L.S.)
Loucile Bacon (L.S.)

1946

FEE SIMPLE DEED

DREW'S FORM R. E. 3½ Manufactured by The H. & W. B. Drew Company Jacksonville, Florida Expressly for Photostatic Recording

O. R. BOOK 46 PAGE 177

This Indenture,

Made this 28th *day of* February *, A. D. 19* 55 *,*

Between J. C. Bacon, joined by his wife Loucile Bacon

of the County of Hernando *and State of* Florida *,*

party of the first part, and HERNANDO COUNTY, FLORIDA, a political subdivision of the State of Florida

of the County of Hernando *and State of* Florida

party of the second part, **Witnesseth,** *that the said party of the first part, for and in consideration of the sum of* One Dollar and other good and valuable considerations *Dollars, to* him *in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and transferred, and by these presents does grant, bargain, sell and transfer unto the said party of the second part and* It's successors *heirs and assigns forever, all that certain parcel of land lying and being in the County of* Hernando *, and State of* Florida *, more particularly described as follows:*

****Commence at the Quarter Section Line on North Boundary of Section 27, Township 22 South, Range 19 East, run thence South 0°13' East along Mid-section line 680 feet, thence South 87°01' East along South Boundary of Cook Avenue 781 feet, thence South 0°14' West along East boundary of SAXON'S HEIGHTS 704.55 feet to center of paved road for a point of beginning, run,
thence South 89°47' West 630 feet along the center of road,
thence South 0°14' West 346 feet,
thence North 89°47' East 630 feet,
thence North 0°14' East 346 feet to Point of beginning; excepting road right-of-way.

Together *with all the tenements, hereditaments and appurtenances, with every privilege, right, title, interest and estate, dower and right of dower, reversion, remainder and easement thereto belonging or in anywise appertaining:* **To Have and To Hold** *the same in fee simple forever.*

In Witness Whereof, *the said party of the first part has hereunto set* his *hand and seal the day and year above written.*

Signed, sealed and delivered in our presence:

Joseph B. Winston Jr.
M. A. Nevins

J. C. Bacon (L.S.)
Loucile Bacon (L.S.)
(L.S.)
(L.S.)

State of Florida, O. R. BOOK 16 PAGE 158

County of HERNANDO

I Hereby Certify, *That this day in the next above named State and County before me, an officer duly authorized and acting, personally appeared* J. C. Bacon joined by his wife

to me well known and known to me to be the individual s described in and who executed the foregoing deed, and they *acknowledged then and there before me that* they *executed said deed.*

And I Further Certify, *That the said* Lucile Bacon

known to me to be the wife of the said J. C. Bacon

on a separate and private examination, taken and made in the above named State and County by and before me, separately and apart from her said husband, did this day acknowledge before me, an officer authorized to take acknowledgments of deeds, that she executed the foregoing deed freely and voluntarily and without any compulsion, constraint, apprehension or fear of or from her said husband.

Witness *my hand and official seal this* 28th *day of* February *, A. D. 19* 55*, at* Brooksville, Florida

Notary Public State of Florida at Large
My Commission Expires Oct 13, 1957
Bonded by American Fire & Casualty Co.

My commission expires *day of* *, A. D. 19*

DREW'S FORM R. E. 3½

Fee Simple Deed

To

Date

Abstract of Description

State of Florida,
County of Pinellas

On this 2nd *day of* January *A. D. 19*56*, at* 10:50 *o'clock* A *m., this instrument was filed for record, and being duly acknowledged and proven, I have recorded the same on pages* 157 *in the public records of Book* 176 *of said County.*

In Witness Whereof, *I have hereunto set my hand and affixed the seal of the Circuit Court of the* Sixth *Judicial Circuit of said State, in and for said County.*

Ex-officio Clerk.

By ..... D. C.

The H. & W. B. Drew Company, Jacksonville, Florida

HERNANDO COUNTY, FLORIDA
PROPERTY RECORD CARD

2024 FINAL TAX ROLL

KEY #	00357884	PRINTED ON	11/13/24	PAGE	1
PARCEL #	R27 422 19 0000 0010 0000	SITUS	201 W DR M L KING JR BLVD		
OWNER(S)	HERNANDO COUNTY (PUBLIC WORKS DEPT. BARN)	PARCEL DESCRIPTION	4.7 AC IN W1/2 OF NE1/4 ORB 16 PG 157		
MAILING ADDRESS UPDATED 03/01/07	20 N MAIN ST RM 263 BROOKSVILLE FL 34601	UPDATED 01/01/12			

MISCELLANEOUS PROPERTY INFORMATION

SQUARE FOOTAGE	204,460	
ACRES	4.70	
JURISDICTION	C	COUNTY
LEVY CODE	CWES	COUNTY WIDE EMS
NEIGHBORHOOD	CMLK	MLK BLVD
SUBDIVISION	0	
DOR LAND USE	86	COUNTIES OTHER THAN PUBLIC SCH
NON-AD VALOREM DIST1	36	H.C. FIRE/RESCUE DISTRICT

January 2023 GIS AERIAL

2024-02-00 PROPERTY VALUES

		COUNTY	SCHOOL	SWFWMD	MUNICIPALITY
LAND		349,627	349,627	349,627	
BUILDINGS	+				
FEATURES AND OUT BUILDINGS	+	53,025	53,025	53,025	
JUST/MARKET VALUE	=	402,652	402,652	402,652	
VALUE PRIOR TO CAP		402,652	402,652	402,652	
ASSESSED VALUE		309,824	402,652	309,824	
EXEMPT VALUE	-	309,824	402,652	309,824	
TAXABLE VALUE	=				
CLASSIFIED LAND USE VALUE					

EXEMPTIONS BY TAXING AUTHORITY

CODE	DESCRIPTION	L.UPDT	CAP.YR	COUNTY	SCHOOL	SWFWMD	MUNICIPALITY	EXT.TAX SAVINGS
003	COUNTY PROPERTY	2024		YES	YES	YES		5,184.50

LAND INFORMATION

CODE	DESCRIPTION	AG	LAST UPDT	CAP YEAR	EXC CAP	GRADE	FRONTAGE	DEPTH	UNITS	MEASURE				ADJ RATE	VALUE
10	COMM SQFT	N	2012		Y	4			204,460.00	SQFT				1.71	349,627

BUSINESSES ON PROPERTY

KEY #	BUSINESS NAME	NAICS	BUSINESS TYPE

ADDRESSES ON PROPERTY

SITUS
201 W DR M L KING JR BLVD

BUILDING PERMITS

APPLIC.#	APP.DATE	PERMIT #	CODE	DESCRIPTION	ISSUED	STATUS	FINALED	VALUE
1406373	12/07/20	1406373	CO	COMMERCIAL DEMOLITION	12/14/20	FINALED	12/30/20	20,000
1201053	11/13/06	1201053	FN	FENCE	11/17/06	FINALED	02/05/07	2,300
1195601	07/31/06	1195601	CO	COMMERCIAL DEMOLITION	08/03/06	FINALED	10/13/06	24,875
1183018	01/30/06	1183018	CL	COMMERCIAL PLUMBING	01/31/06	FINALED	02/07/05	500
1147850	09/03/04	1147850	CF	COMMERCIAL REROOF	09/03/04	FINALED	10/04/04	1,125
1134990	01/28/04	1134990	CO	COMMERCIAL DEMOLITION	01/28/04	FINALED	02/02/06	6,850
1132963	12/12/03	1132963	F1	FUEL TANK REMOVAL	12/16/03	FINALED	01/10/06	12,396
1101897	05/30/02	1101897	CE	COMMERCIAL ELECTRIC	06/06/02	FINALED	06/13/02	500
1075062	11/14/00	1075062	CG	COMMERCIAL MECHANICAL	11/14/00	FINALED	11/17/00	475
1071086	08/07/00	1071086	CA	COMMERCIAL ADDITION	09/06/00	FINALED	09/27/00	8,310
1067698	05/17/00	0000000	CA	COMMERCIAL ADDITION		VOID		
1046780	11/12/98	1046780	FDR	FUEL DISPENSER REPLACEMT	12/04/98	EXPIRED		

1030964	08/21/97	1030964	C1	COMMERCIAL CARPORT	09/23/97	FINALED	05/04/99	4,950
1029624	07/16/97	1029624	CF	COMMERCIAL REROOF	07/23/97	FINALED	08/19/97	2,100
1025408	03/26/97	1025408	EL	ELECTRIC	03/26/97	FINALED	05/05/97	1,400
1025187	03/19/97	1025187	CF	COMMERCIAL REROOF	03/31/97	FINALED	04/07/97	5,878
1006020	08/08/95	1006020	CF	COMMERCIAL REROOF	08/16/95	FINALED	08/24/95	2,500
0065670	07/13/93	9307262	CD	COMMERCIAL REMODELING	07/23/93	FINALED	09/03/93	1,195
0059675	07/28/92	9207089	MO	MOBILE MANUFACTURED OFFI	09/21/92	FINALED	08/05/93	
0059656	07/22/92	9205647	CE	COMMERCIAL ELECTRIC	07/22/92	FINALED	02/09/93	1,950
0026365	08/28/89	8908338	PU	PUBLIC WORKS & UTILITY B	09/25/89	FINALED	06/15/90	
0029029	08/21/89	8907455	PU	PUBLIC WORKS & UTILITY B	08/23/89	FINALED	06/15/90	1,200
0023267	06/06/88	8804826	SP	LAWN IRRIGATION, RES.	06/07/88	FINALED	01/05/90	830
0014195	12/14/87	8800355	PU	PUBLIC WORKS & UTILITY B	01/15/88	FINALED	01/05/90	
0906586	06/25/86	8604639	IC	INTERIOR COMPLETION	06/25/86	FINALED	11/21/87	1,000
0906585	06/25/86	8604640	IC	INTERIOR COMPLETION	06/25/86	FINALED	01/05/90	1,000
0909683	03/05/86	8601553	MO	MOBILE MANUFACTURED OFFI	03/21/86	FINALED	05/12/89	3,000
0910878	01/16/86	8600365	MO	MOBILE MANUFACTURED OFFI	01/16/86	FINALED	12/05/87	32,000
0026656	01/01/57	8910471	FT	FUEL TANKS	12/08/89	FINALED	02/04/91	56,000

PROPERTY SALES

SALE DATE	NEW OWNER	CODE	DESCRIPTION	VAC?	INST	OR BOOK	OR PAGE	SALEGRP	VALUE
01/01/80	HERNANDO COUNTY	D	DISQUALIFIED	N		----	----	86	

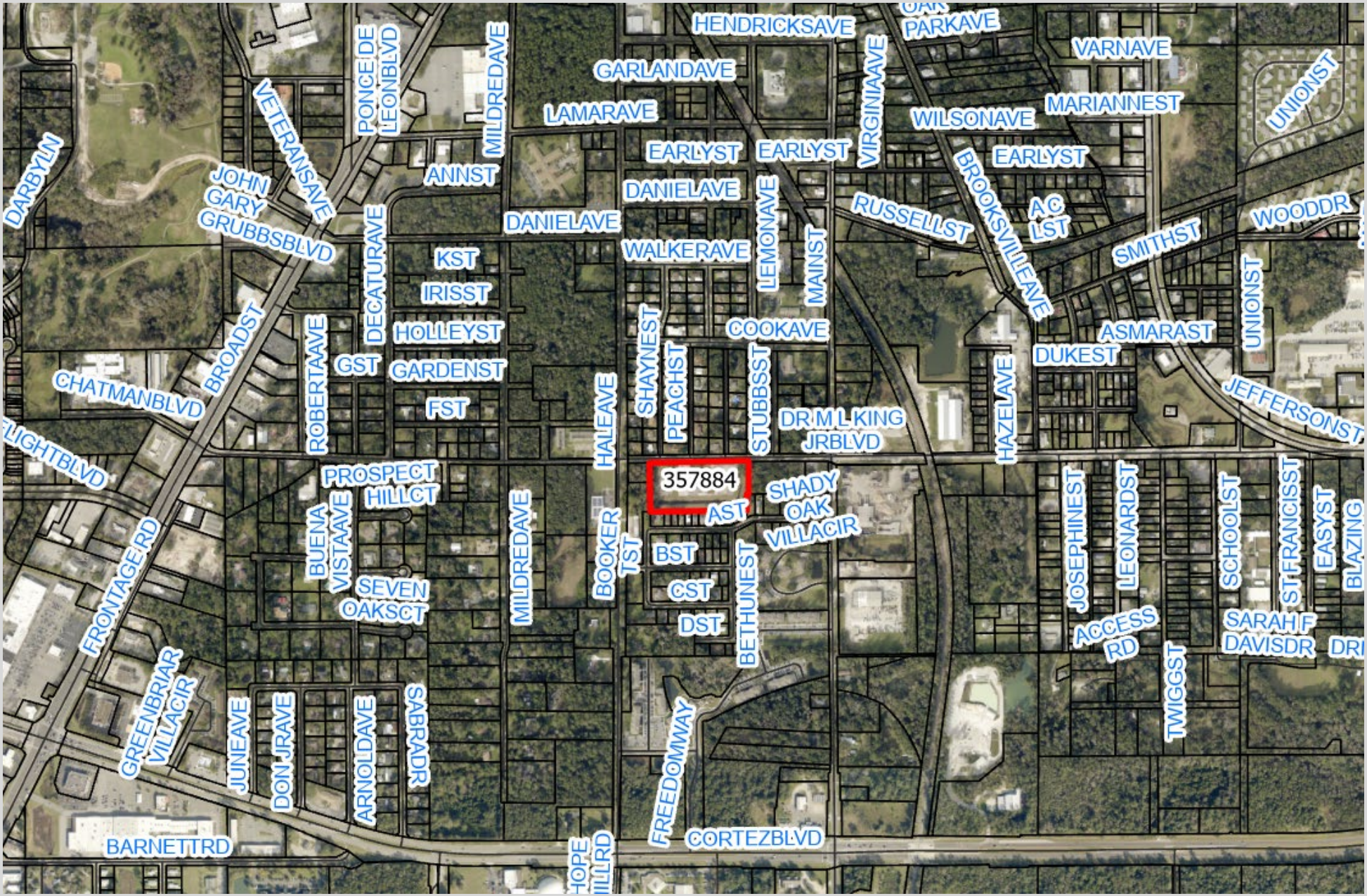
PROPERTY APPRAISER INSPECTIONS

INSP.DATE	ROLL	EMPL	CODE	REASON
04/22/21	2021	196	1	BUILDING PERMIT
05/29/20	2020	256	17	5 YEAR REVIEW
02/09/15	2015	197	17	5 YEAR REVIEW
02/01/07	2007	197	1	BUILDING PERMIT
03/10/05	2005	197	17	5 YEAR REVIEW
05/24/01	2001	197	1	BUILDING PERMIT

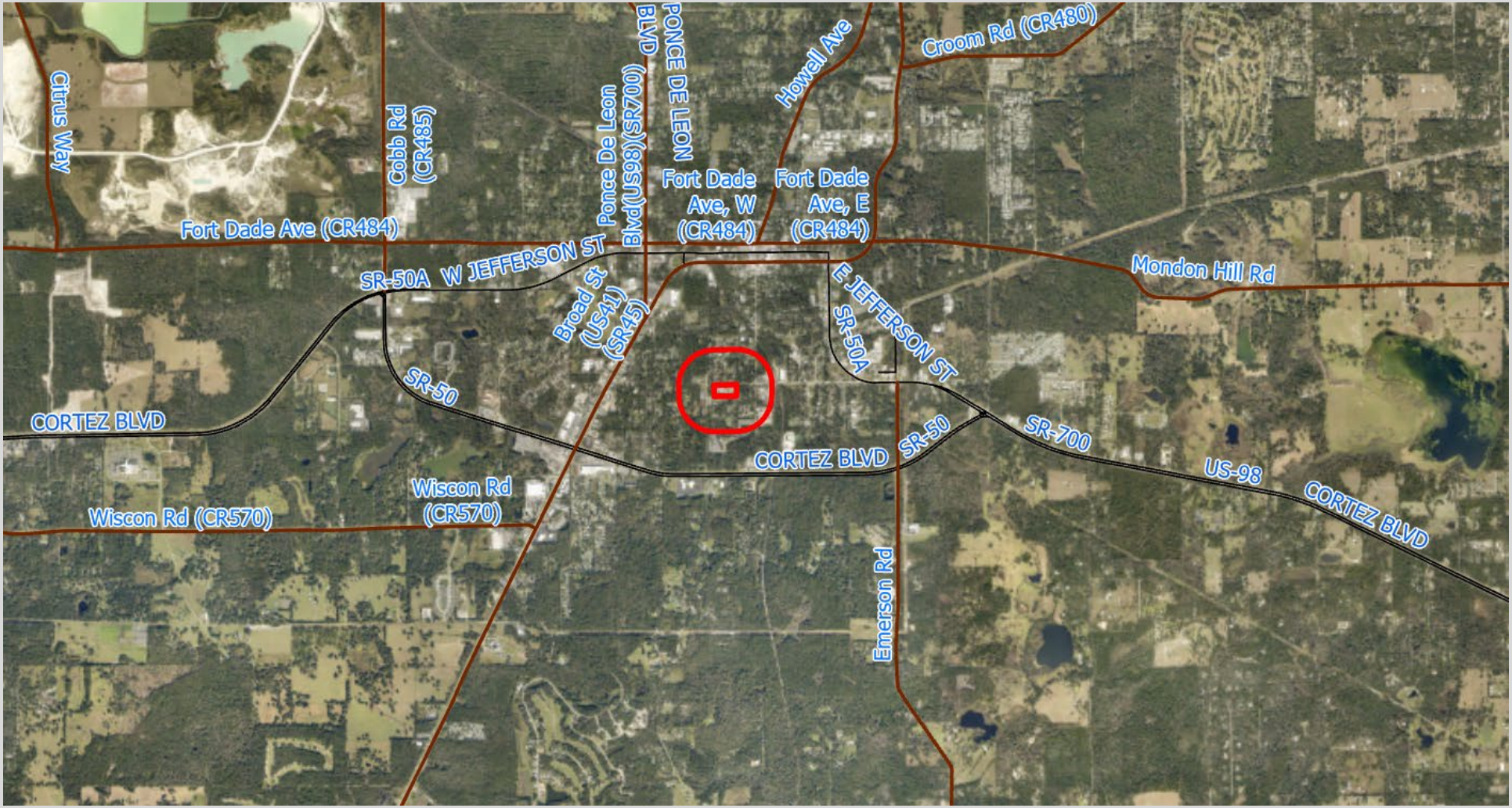
PROPERTY APPRAISER NOTES

July 09 2021
NO STR

Key 357884


HENDRICKSAVE
PARKAVE
VARNAVE
GARLANDAVE
MARIANNEST
LAMARAVE
WILSONAVE
UNIONST
EARLYST
EARLYST
EARLYST
DANIELAVE
DANIELAVE
RUSSELLST
WOODDR
WALKERAVE
SMITHST
KST
IRISST
HOLLEYST
COOKAVE
ASMARAST
GST
GARDENST
DUKEST
FST
JEFFERSONST
DR M L KING JRBLVD
357884
PROSPECT HILL CT
SHADY OAK VILLA CIR
AST
BST
CST
DST
SEVEN OAKS CT
BARNETT RD
CORTEZ BLVD
FREEDOM WAY
ACCESS RD
SARAH F DAVIS DR
DARBYLN
JOHN GARY GRUBBS BLVD
VETERANS AVE
PONCE DE LEON BLVD
MILDRED AVE
DECATUR AVE
ROBERTA AVE
BROAD ST
CHATMAN BLVD
LIGHT BLVD
FRONTAGE RD
BUENA VISTA AVE
GREENBRIAR VILLA CIR
JUNE AVE
DON J RAVE
ARNOLD AVE
SABRA DR
SHAYNE ST
PEACH ST
STUBBS ST
BOOKER T ST
BETHUNE ST
LEMON AVE
MAIN ST
VIRGINIA AVE
BROOKSVILLE AVE
HALE AVE
HAZEL AVE
JOSEPHINE ST
LEONARD ST
SCHOOL ST
ST FRANCIS ST
EASY ST
BLAZING
TWIGG ST
UNION ST
AC LST

1952


Citrus Way
Cobb Rd (CR485)
Ponce De Leon Blvd (US98)(SR700)
PONCE DE LEON BLVD
Howell Ave
Croom Rd (CR480)
Fort Dade Ave (CR484)
Fort Dade Ave, W (CR484)
Fort Dade Ave, E (CR484)
W JEFFERSON ST
SR-50A
Broad St (US41) (SR45)
E JEFFERSON ST
SR-50A
Mondon Hill Rd
SR-50
CORTEZ BLVD
CORTEZ BLVD
SR-50
SR-700
US-98
CORTEZ BLVD
Wiscon Rd (CR570)
Wiscon Rd (CR570)
Emerson Rd

Board of County Commissioners

AGENDA ITEM

Meeting: 09/09/2025
Department: Department of Public Works
Prepared By: Jane Gonzalez
Initiator: Scott Herring
DOC ID: 16316
Legal Request Number: 25-445
Bid/Contract Number:

TITLE

Declaration of County Owned Property Located on Cedar Lane as Surplus Property and Consideration of Purchase Offer Submitted by Krishna Achugatla and Sudha Doma (Key #369327)

BRIEF OVERVIEW

Hernando County owns Parcel Key No. 369327, which is 10.0 acres, more or less, and is located on Cedar Lane.

An offer has been received to purchase the subject property of this agenda item from Krishna Achugatla and Sudha Doma for the sum of $150,001.00. There are no contingent offers.

The Hernando County Property Appraiser has assessed the market value of this property at $187,000.00. The offer from Krishna Achugatla and Sudha Doma represents 80.21% of the Property Appraiser's market value.

Staff recommends the acceptance of the offer from Krishna Achugatla and Sudha Doma in the amount of $150,001.00.

The legal description for this parcel is as follows:

> Commence at the East 1/4 Corner of Section 31, Township 22 South, Range 20 E, Hernando County, Florida; Thence Along the North Boundary Line of The Southeast 1/4 of said Section 31, S 87°44 '04" W, A Distance of 1308.28 Feet To the West Boundary Line of the E 1/2 of the Southeast l/4 of said Section 31; Thence Along said West Boundary Line, S 00°50'53" E A Distance of 321.29 Feet to the East Right of Way of Cedar Lane; Thence Along said East Right Of Way, S 13°16'51" E A Distance of 53.24 Feet; Thence S 17°31 '24" E A Distance Of 128.82 Feet; Thence S 01°36'52" E Distance of 16.12 Feet; Thence Leaving Said East Right of Way, N 89°08'56" E A Distance of 359.06 Feet; Thence N 02°15'56" W a Distance of 267.16 Feet; Thence N 87°44'04" E A Distance of 907.17 Feet to the East Boundary Line of Said Section 31; Thence Along Said East Boundary Line, N 00°52'12" W a Distance of 255.64 Feet to the Point of Beginning, Containing 10.0 Acres, More or Less
>
> Key # 1182892 Parcel # R31 422 20 0000 0170 0000

FINANCIAL IMPACT

If this contract is accepted, the proceeds will be deposited in the following account after closing, in accordance with FS 197.592:

Revenue:

Fund: 0011 - General Fund, **Account: 3641061** - Sales of Surplus Land

LEGAL NOTE

The Board is authorized to act upon this matter pursuant to Section 125.35, Florida Statutes and Art. VII, Section 2-170, Hernando County Code of Ordinances concerning disposition of Real Property.

RECOMMENDATION

If the Board determines that the offer and terms serve the best interests of the County, it is recommended that the Board declare Parcel Key No. 369327 as surplus and authorize the Chairman to sign the Purchase/Sale Agreement. Additionally, the County Attorney should be authorized to prepare, or have prepared, the necessary documents to finalize the transaction and execute them on behalf of the Board, including a statutory deed.

It is recommended that the offer being made on behalf of Krishna Achugatla and Sudha Doma for $150,001.00 be accepted.

REVIEW PROCESS

Kelly Soreng	Approved	08/20/2025 3:22 PM
Lillian Hoyt	Approved	08/21/2025 9:55 AM
Todd Crosby	Approved	08/28/2025 7:52 AM
Albert Bertram	Approved	08/29/2025 9:56 AM
Pamela Hare	Approved	08/29/2025 12:45 PM
Jon Jouben	Approved	09/03/2025 1:08 PM
Heidi Prouse	Approved	09/03/2025 4:48 PM
Toni Brady	Approved	09/03/2025 7:47 PM
Jeffrey Rogers	Approved	09/03/2025 10:16 PM
Colleen Conko	Approved	09/04/2025 8:20 AM

RESULT: **ADOPTED**
MOVER: Ryan Amsler
SECONDER: Jerry Campbell
AYES: Hawkins, Campbell, Allocco, Amsler and Champion

PURCHASE/SALE AGREEMENT

THIS AGREEMENT made and entered into on this _____ day of _____, 202__, by and between, Hernando County, a political subdivision of the State of Florida, whose address is 15470 Flight Path Dr, Brooksville, FL 34604, hereinafter referred to as the "Seller"; and __Krishna Achugatla & Sudha Doma_____, whose marital status is __Married_____ and whose address is 3626 Ivy Springs Lane, Land O Lakes, FL 34638 hereinafter referred to as the "Buyer."

WITNESSETH

NOW, THEREFORE, THE PURCHASE PRICE paid by the Buyer to the Seller, the Seller agrees to sell to the Buyer, and the Buyer agrees to buy from the Seller, that certain real property situated in Hernando County, Florida, more specifically described as follows:

Commence at the East 1/4 Corner of Section 31, Township 22 South, Range 20 E, Hernando County, Florida; Thence Along the North Boundary Line of The Southeast 1/4 of said Section 31, S 87°44'04" W, A Distance of 1308.28 Feet To the West Boundary Line of the E 1/2 of the Southeast 1/4 of said Section 31; Thence Along said West Boundary Line, S 00°50'53" E A Distance of 321.29 Feet to the East Right of Way of Cedar Lane; Thence Along said East Right Of Way, S 13°16'51" E A Distance of 53.24 Feet; Thence S 17°31'24" E A Distance Of 128.82 Feet; Thence S 01°36'52" E Distance of 16.12 Feet; Thence Leaving Said East Right of Way, N 89°08'56" E A Distance of 359.06 Feet; Thence N 02°15'56" W a Distance of 267.16 Feet; Thence N 87°44'04" E A Distance of 907.17 Feet to the East Boundary Line of Said Section 31; Thence Along Said East Boundary Line, N 00°52'12" W a Distance of 255.64 Feet to the Point of Beginning, Containing 10.0 Acres, More or Less

Property Appraiser's Key No.: 369327
Property Appraiser's Parcel ID No.: R31 422 20 0000 0170 0000

hereinafter referred to as "the Property," upon the following terms and conditions:

1. The purchase price shall be __one hundred and fifty thousand and one_____and 00/100 Dollars ($__150,001____), **plus** documentary stamp taxes and recording fees payable in cash, certified check, cashier's check or money order by the Buyer to the Seller.

2. THIS AGREEMENT SHALL BE SUBJECT TO APPROVAL BY THE HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS (BOCC). If the BOCC does not approve this Agreement and all the terms and conditions hereof, the Seller shall notify the Buyer thereof promptly in writing and this Agreement shall be null and void and all rights and liabilities arising hereunder shall terminate.

3. Upon payment of the purchase price as provided herein, the Seller shall convey the Property by a Statutory Deed pursuant to Section 125.411, Florida Statutes. This property is being SOLD in its "**AS IS**" condition with no warranty of title. The Buyer, by signature of this Agreement, hereby requests that all mineral interests owned by Hernando County in the Property be transferred to the Buyer as provided in Section 270.11, F.S.

4. The proration of ad valorem taxes on the Property is exempt from taxation while owned by the Seller pursuant to Section 196.192, Florida Statutes.

5. A recorded Statutory Deed shall be provided to the Buyer within ninety (90) days after approval of this Agreement by the BOCC and payment of the total purchase price referenced in paragraph 1 herein, whichever occurs last, unless an extension hereof is mutually agreed to by both parties.

Electronically Signed using eSignOnline™ [Session ID : 22ab096d-2ac5-45fd-b2a0-5168aad26b68]

6. The covenants herein contained shall bind, and the benefits and advantages hereof shall inure to, the respective heirs, personal representatives, successors and assigns of the parties hereto; provided, however, that neither party shall assign this Agreement without the prior approval of the other party, unless required by law. Whenever used herein, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall include the other. No agreement or understanding, verbal or in writing, unless incorporated herein, shall be binding upon the parties.

7. The Seller shall not be liable to the Buyer or to the Buyer's agents or representatives for any commissions, costs, or fees arising from or for the sale of the Property to the Buyer, and the Buyer shall defend, indemnify and hold harmless the Seller and its agents, employees and officers from any and all actions, awards, causes, claims, damages, judgments, losses, payments, recoveries and suits therefore arising from or out of this Agreement.

8. The Buyer may arrange for a closing by a title company of its choice at the Buyer's expense if it desires. Buyer must notify Seller of said arrangement by completing the following:

Name of Title Company: Gulf Coast Title Co., Inc.
Address: 111 N. Main St.
Phone Number: 352-796-9416

If this portion is left blank, the exchange of Deed and payment of the total purchase price shall finalize the conveyance between Seller and Buyer.

9. The terms and conditions of this Agreement shall survive the conveyance of the Property from the Seller to the Buyer.

10. A copy of this Agreement may be accepted as an original.

IN WITNESS THEREOF, the parties and the lawful representatives of the parties hereto have caused these presents to be executed in their respective names the day and year first above written.

Disclosure: The subject property has areas within the flood plain and/or flood zone. Buyer is solely responsible to research and determine any and all requirements for flood plain mitigation and minimum base floor elevation for any improvements. Further, the subject property is subject to a Temporary Utility Easement recorded in ORB 3321, Page 1056, Public Records of Hernando County, Florida. Buyer is solely responsible to review and understand the terms and conditions of the Easement.

Seller:
HERNANDO COUNTY, a political subdivision of the State of Florida

Attest: _____
Douglas A. Chorvat, Jr., Clerk

By: _____
Chairman / Vice-Chairman

Date: _____

Approved as to legal form and sufficiency:

_____
County Attorney's Office

Electronically Signed using eSignOnline™ [Session ID: 22ab096d-2ac5-45fd-b2a0-5168aad26b68]

Buyer:

Witness: Charles Buckner

By: Krishna Achugatla
Krishna Achugatla
Name/Title

Print Name: Charles Buckner

Date: 08/04/2025

Witness: _____

By: Sudha Doma
Sudha Doma
Name/Title

Print Name: _____

Date: 08/04/2025

Electronically Signed using eSignOnline™ [Session ID: 22ab096d-2ac5-45fd-b2a0-5168aad26b68]

3

Prepared by
Patricia D. Wheeler
Livermore Klein & Lott, P.A.
701 Fisk Street, # 225
Jacksonville, Florida 32204
904 / 359-0500

R.1950

GENERAL WARRANTY DEED

DEED made on July 8, 1986, by

HERNANDO COUNTY PUBLIC FACILITIES FINANCE AUTHORITY, INC., a Florida not-for-profit corporation organized and existing under the laws of the State of Florida,

GRANTOR;

to

HERNANDO COUNTY, FLORIDA whose mailing adress is:

Hernando County, Florida
c/o Board of County Commissioners
P.O. Box 1660
Brooksville, Florida 33512,

GRANTEE.

GRANTOR, in consideration of TEN DOLLARS ($10.00) paid by Grantee, grants and conveys to Grantee that real property located in the County of Hernando, State of Florida, and more particularly described as follows:

The East ½ of the Southeast ¼ of Section 31, Township 22 South, Range 20 East, Hernando County, Florida,

As set forth in Section 7.03 of the Indenture other real property may be substituted for the real property herein described upon compliance with the provisions of such section.

together with all the estate and rights of Grantor in such property.

GRANTOR covenants as follows:

1. That Grantor is lawfully seized of the premises, and that it has the right to convey the land to the Grantee;

2. That Grantee shall have quiet possession of the premises;

3. That the premises are free from encumbrances;

4. That Grantor will execute or procure any further necessary assurance of the title to the premises; and

5. That Grantor will warrant generally the property hereby conveyed.

IN WITNESS WHEREOF, the Grantor has caused its corporate seal to be affixed hereto, and this instrument to be signed by its duly authorized officer on the date first above written.

R. Bruce Snow

(SEAL)

ATTEST:

By: _____
Secretary

HERNANDO COUNTY PUBLIC FACILITIES FINANCE AUTHORITY, INC.

By: _____
William T. Koenig, III, its President

Signed, Sealed and Delivered
in the Presence of:

_____

_____

LKL-07/01/86-995C-2412 -2-

O.R. 858 PG 1786

STATE OF FLORIDA

COUNTY OF DUVAL

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared William T. Koenig, III, as President of Hernando County Public Facilities Finance Authority, Inc., to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 8th day of July, 1986.

Notary Public
My Commission Expires: June 14, 1989

LKL-07/07/86-995C-2412 -3-

O.R. 858 PG 1787

STATE OF FLORIDA

COUNTY OF HERNANDO

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared Henry D. Ledbetter, as Secretary of Hernando County Public Facilities Finance Authority, Inc., to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 8th day of July, 1986.

Notary Public
My Commission Expires: June 14, 1989

010828

FILED FOR RECORD
KAREN NICOLAI, CLERK
HERNANDO COUNTY, FL
92 APR -3 PM 4:07

LKL-07/07/86-995C-2412 -4-

O.R. 858 PG 1788

HERNANDO COUNTY, FLORIDA
PROPERTY RECORD CARD

2024 FINAL TAX ROLL

KEY #	00369327	PRINTED ON	03/22/25 PAGE 1
PARCEL #	R31 422 20 0000 0170 0000	SITUS	CEDAR LN
OWNER(S)	HERNANDO COUNTY	PARCEL DESCRIPTION	10 AC MOL IN E1/2 OF SE1/4 FRACTL AKA A PAR IN CLASS D SUB AS APPROVED BY PLANNING DEPT FILE # 1313627 ALSO SEE KEY 1752400
MAILING ADDRESS UPDATED 05/11/22	20 N MAIN ST RM 460 BROOKSVILLE FL 34601	UPDATED 01/01/22	

MISCELLANEOUS PROPERTY INFORMATION

SQUARE FOOTAGE	435,600	
ACRES	10.00	
JURISDICTION	C	COUNTY
LEVY CODE	CWES	COUNTY WIDE EMS
NEIGHBORHOOD	AC08	AC CO LINE N TO 50E/SPRG LAKE
SUBDIVISION	0	
DOR LAND USE	90	LEASEHOLD INTERESTS
NON-AD VALOREM DIST1	36	H.C. FIRE/RESCUE DISTRICT

January 2023 GIS AERIAL

2024-02-00 PROPERTY VALUES

		COUNTY	SCHOOL	SWFWMD	MUNICIPALITY
LAND		187,000	187,000	187,000	
BUILDINGS	+				
FEATURES AND OUT BUILDINGS	+				
JUST/MARKET VALUE	=	187,000	187,000	187,000	
VALUE PRIOR TO CAP		187,000	187,000	187,000	
ASSESSED VALUE		146,410	187,000	146,410	
EXEMPT VALUE	-	146,410	187,000	146,410	
TAXABLE VALUE	=				
CLASSIFIED LAND USE VALUE					

EXEMPTIONS BY TAXING AUTHORITY

CODE	DESCRIPTION	L.UPDT	CAP.YR	COUNTY	SCHOOL	SWFWMD	MUNICIPALITY	EXT.TAX SAVINGS
003	COUNTY PROPERTY	2024		YES	YES	YES		2,429.43

LAND INFORMATION

CODE	DESCRIPTION	AG	LAST UPDT	CAP YEAR	EXC CAP	GRA DE	FRON TAGE	DEPTH	UNITS	MEASURE				ADJ RATE	VALUE
99	ACREAGE	N	2024		Y	3			10.00	ACRES				18,700.00	187,000

BUSINESSES ON PROPERTY

KEY #	BUSINESS NAME	NAICS	BUSINESS TYPE

ADDRESSES ON PROPERTY

SITUS
CEDAR LN

BUILDING PERMITS

APPLIC.#	APP.DATE	PERMIT #	CODE	DESCRIPTION	ISSUED	STATUS	FINALED	VALUE
1313627	07/23/15	1313627	SUBD	SUBDIVISION APPLICATION	09/11/15	INACTIVE		1

PROPERTY SALES

SALE DATE	NEW OWNER	CODE	DESCRIPTION	VAC?	INST	OR BOOK	OR PAGE	SALEGRP	VALUE
07/08/86	HERNANDO COUNTY	X	DISQ SALE /R	Y	WD	0858	1785		100
07/01/86	HERNANDO COUNTY	X	DISQ SALE /R	Y	WD	0615	0935		100
01/01/80	HERNANDO COUNTY		INVALID CODE	N		----	----		

PROPERTY APPRAISER INSPECTIONS

INSP.DATE	ROLL	EMPL	CODE	REASON
01/24/20	2020	256	17	5 YEAR REVIEW
12/18/15	2016	248	21	VACANT

PROPERTY APPRAISER NOTES

January 01 2020

VACANT

09/14/11	2011	195	21	VACANT
03/10/04	2004	154	21	VACANT
03/24/00	2000	154	17	5 YEAR REVIEW
01/07/99	1999	154	17	5 YEAR REVIEW

KEY NUMBER OF SUBJECT PROPERTY	SUBJECT PROPERTY	PROSPECTIVE BUYER	CONTRACT OFFER PRICE	2024 PA VALUE	% OF CONTRACT OFFER PRICE TO PA VALUE
369327	Cedar Ln	Krishna Achugatla & Sudha Doma	$150,001	$187,000	80.21%

Key 369327

DORSEY SMITHRD
CORTEZBLVD
CLAYTONRD
EASE
STONERIDGERD
LANGST
HILTONDR
JIMSTRL
CEDARLN
369327
AUDUBONDR
AUDUBONDR
SUN HILLLN
HOLDENDR
DR

GONZALES
MAURALN
ONEALRD
LA RUTHRD
LA RUTHRD
MONDON HILLRD
VICTORYDR
JOHNDR
LUKECT
REDBUDLN
ALDERSGATEDR
IRWINST
DORSEY
SMITHRD
GRANATST
HUSTONST
WPARD
CHARLIESPL
LAMBETHRD
POPPASPASS
PINE
NUTLN
KIBLERLN
SPANISH
MOSSLN
ATLANTISLN
BLISSST
CREEKHOLW
EASEMENT
EASEMENT
STONERIDGERD
LANGST
HILTONDR
JIMSTRL
369327
AUDUBONDR
ELBOWLN
CORTEZBLVD
FRANKCT
KELLY
GRIFFINRD
CEDARLN
SUNHILLLN
VALLEY SPRINGDR
FOREST
CREEKDR
EL MONTE
SPRINGDR
OLYMPIARD
OGBURNST
CROFT
MAGNOLIA
CREEKDR
TUPELODR
VALLEY
VIEWDR
HOLLOWDR
FALLS
WINDING
CREEKDR
NEFF LAKERD
SPRING LAKEHWY
IVY
LANARKRD
LADYHAWKLN
UTOPIAPL
FADETTEDR
BLUMEST

JIMSTRL
369327
JACOBSONRD
CROOMRD
WALKING HORSETRL
POW WOW TRL
LOST HORSELN
CAMP CASTILERD
MCCAWRD
SPIRIT WOODSTRL
ACCESS RD
PRESTONRD
SIKES COW PENRD
TRAIL
TRAIL 9
EASEMENT
I-75
SOULTRD
COUNTRY OAKDR
REDFOXDR
MONDON HILLRD
LA RUTHRD
TARBELRD
POPIELRD
HIGH CORNERRD
LOST DOGLN
CRICKET HILLRD
SADDLE OAKSLN
REMINGTONRD
NATURE COASTBLVD
LA DORADR
GOODWAYDR
CARTPATH
PONYPATH
SAVING GRACELN
SIESTARD
LOCKHARTRD
LAGERST
BASEBALL PONDRD
SPRING LAKEHWY
VISTA VIEWLN
OLD SPRING LAKERD
HOLLAND PONDRD
JUST RIGHTPL
POWELLRD
OLD TRILBYRD
FALLING LEAFLN
NEFF LAKERD
LANARKRD
FRISCORD
ROLLING ACRESDR
OLYMPIARD
AZENLOOP
POPPASPASS
ATLANTISLN
CORTIEZBLVD
PINE NUTLN
DORSEY SMITHRD
IRWINST
WPARD
PAULDR
LIME OAKDR
TWIGGST
EASYST
PINEWOOD DAIRYRD
OXLEYRD
DON TRAVE
SABRADR
BUCK HOPERD
FOSST
DARBYLN
WESTST
FORT DADEAVE
HADY IDEDR
COBBRD
RAIN FORESTRD
CEMENT PLANTRD
CANALDR
KARRY CREEKLN
PONCE DE LEONBLVD
ACCESS RD
PINEST
ANDREWLN
FOLEYST
LINKSDR
WEEKSDR
NATION RIDGERD
ANNST
IRISST
EASTAVE
REHLST
GARYAVE
LEMONAVE
MARLN
JUNE
SUMMIT VIEWDR
SEAWAYDR
HOPE HILLRD
DUSK ROSELN
AUTUMN OAKLN
MOSSY OAKCT
FORT KINGRUN
BROADST
ELM LEAFDR
SWIMMING HOLELN
GREEN VALLEYTRL
EMERSONRD
BLUMEST
EL MONTE SPRINGDR
VALLEY VIEWDR
CEDARLN
SUN HILLLN
GRIFFINDR
TUPELODR
EASEMENT
BIRTST
CLUBBREATHDR
SKYVIEWCIR
GOOD LUCKDR
MAJESTIC OAKLN
ERNEST LEERD
FROG
SUMRD
KIMDR
LA STAST
ARSRD
MATTIENRD
MORN DOV
83580

SELECTION CRITERIA: orgn.fund='0011'
ACCOUNTING PERIOD: 11/25

SORTED BY: FUND,DEPARTMENT,1ST SUBTOTAL,ACCOUNT
TOTALED ON: FUND,DEPARTMENT,1ST SUBTOTAL
PAGE BREAKS ON: FUND,DEPARTMENT

FUND-0011 GENERAL FUND
DEPARTMENT- TITLE NOT FOUND
1ST SUBTOTAL-31 * TAXES

ACCOUNT - - - - - TITLE - - - - -	BUDGET	PERIOD RECEIPTS	RECEIVABLES	YEAR TO DATE RECEIPTS	AVAILABLE BALANCE	YTD/ BUD
3110001 TAXES-AD VALOREM	100,611,347.00	.00	.00	102,659,198.90	-2,047,851.90	102.04
3152001 LOCAL COMM SRVC TAX	1,520,000.00	137,742.47	.00	1,359,594.55	160,405.45	89.45
TOTAL * TAXES	102,131,347.00	137,742.47	.00	104,018,793.45	-1,887,446.45	101.85
1ST SUBTOTAL-33 * INTERGOVERNMENTAL REV						
3351210 STATE REVENUE SHARING	6,577,610.00	1,484,041.94	.00	7,074,027.34	-496,417.34	107.55
3351300 LICENSES-INSURANCE AGENT	60,000.00	17,600.52	.00	70,945.80	-10,945.80	118.24
3351400 LICENSES-MOBILE HOME	48,960.00	2,134.84	.00	52,306.34	-3,346.34	106.83
3351500 LICENSES-ALCOHOLIC BEVRG	50,000.00	537.10	.00	61,758.50	-11,758.50	123.52
3351600 SLS USE DIST-PARI-MUTUAL	230,000.00	.00	.00	236,750.00	-6,750.00	102.93
3351800 LOC GOVT 1/2 CNT SALE TX	13,302,476.00	1,186,906.79	.00	12,089,018.95	1,213,457.05	90.88
TOTAL * INTERGOVERNMENTAL REV	20,269,046.00	2,691,221.19	.00	19,584,806.93	684,239.07	96.62
1ST SUBTOTAL-34 * CHARGES FOR SERVICES						
3413032 CHARGES-MISCELLANEOUS BC	.00	.00	.00	69,214.57	-69,214.57	.00
3423020 INCARCERATION CHG 960.29	3,000.00	135.00	.00	2,048.50	951.50	68.28
3423021 CIVIL RESTITUTION 960.29	95,000.00	13,568.52	.00	114,370.78	-19,370.78	120.39
3482301 ADL CRT COST-DV-938.08	26,000.00	1,018.42	.00	19,913.66	6,086.34	76.59
TOTAL * CHARGES FOR SERVICES	124,000.00	14,721.94	.00	205,547.51	-81,547.51	165.76
1ST SUBTOTAL-35 * FINES AND FORFEITS						
3511010 F&F-CIV PNLTY 847.0141(6	300.00	.00	.00	816.00	-516.00	272.00
TOTAL * FINES AND FORFEITS	300.00	.00	.00	816.00	-516.00	272.00
1ST SUBTOTAL-36 * MISCELLANEOUS REVENUE						
3620001 RENTAL-BUILDINGS	69,954.00	761.00	.00	4,513.00	65,441.00	6.45
3620031 LEASE-HOSPITAL	300,000.00	.00	.00	306,000.00	-6,000.00	102.00
3620032 LEASE-HOSPITAL-LIEU TAX	392,602.00	.00	.00	.00	392,602.00	.00
3641060 SALE OF LAND	.00	.00	.00	219,000.00	-219,000.00	.00
3641061 SALE OF SURPLUS LAND	.00	.00	.00	4,650.00	-4,650.00	.00
3641064 SALE OF SURPLUS EQUIPMEN	.00	72.90	.00	4,254.56	-4,254.56	.00
3699000 MISCELLANEOUS REVENUE	5,000.00	11,512.19	.00	17,196.10	-12,196.10	343.92
3699300 MISC REV-REF PR YR EXP	5,000.00	.00	.00	20,631.07	-15,631.07	412.62
TOTAL * MISCELLANEOUS REVENUE	772,556.00	12,346.09	.00	576,244.73	196,311.27	74.59
1ST SUBTOTAL-361 * MISC REV-INTEREST						
3611000 INTEREST-OPERATING	.00	6,211.66	.00	58,633.32	-58,633.32	.00
TOTAL * MISC REV-INTEREST	.00	6,211.66	.00	58,633.32	-58,633.32	.00
1ST SUBTOTAL-38 * OTHER SOURCES						
3811015 TRANSFER/COUNTY FUEL TAX	125,000.00	.00	.00	.00	125,000.00	.00
3811661 TRANSFER/HCFR-FIRE	246,808.00	.00	.00	.00	246,808.00	.00
3811691 TRANSFER/HCFR- RESCUE	197,500.00	.00	.00	.00	197,500.00	.00
3814111 TRANSFER/HCUD	250,000.00	.00	.00	.00	250,000.00	.00
3814411 TRANSFER/WASTE MANAGEMEN	125,000.00	.00	.00	.00	125,000.00	.00

Hernando Sun
Your Weekly Local Newspaper.

THE HERNANDO SUN; Published Weekly

Brooksville Hernando County FLORIDA

PUBLISHER'S AFFIDAVIT OF PUBLICATION
STATE OF FLORIDA
COUNTY OF HERNANDO :

Before the undersigned authority, Julie B. Maglio, personally appeared, who on oath, says that she is Editor of the Hernando Sun, a weekly newspaper published at Brooksville in Hernando County, Florida, that the attached copy of the advertisement, being a
CLK25-107 NOTICE OF BOARD'S INTENT TO CONSIDER PURCHASE/SALE AGREEMENT FOR REAL PROPERTY

in the matter of
BOCC - Tuesday, September 9, 2025

was published in said newspaper by print in the issue(s) of:
August 29, 2025

and/or by publication on the newspaper's publicly available website, if authorized, on August 29, 2025

Affiant further says that the newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

(Signature of Affiant)

Sworn to and subscribed before me
This 2nd day of September, 2025.

(Signature of Notary Public)

LISA M. MACNEIL
Commission # HH 254975
Expires April 19, 2026

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known ✓ or

produced identification_____

Type of identification produced_____

CLK25-107

NOTICE OF BOARD'S INTENT TO CONSIDER PURCHASE/ SALE AGREEMENT FOR REAL PROPERTY

NOTICE IS HEREBY GIVEN that the Board of County Commissioners of Hernando County, Florida, on Tuesday, September 9, 2025, at 9:00 a.m. or soon thereafter, in the Hernando County Government Center, County Commission Chambers, 20 N. Main St, Rm 160, Brooksville, Florida, intends to consider a purchase agreement for the sale of the real estate located at Cedar Ln., Hernando County, Florida and further described as:

Commence at the East 1/4 Corner of Section 31, Township 22 South, Range 20 E, Hernando County, Florida; Thence Along the North Boundary Line of The Southeast 1/4 of said Section 31, S 87°44'04" W, A Distance of 1308.28 Feet To the West Boundary Line of the E 1/2 of the Southeast 1/4 of said Section 31; Thence Along said West Boundary Line, S 00°50'53" E A Distance of 321.29 Feet to the East Right of Way of Cedar Lane; Thence Along said East Right Of Way, S 13°16'51" E A Distance of 53.24 Feet; Thence S 17°31'24" E A Distance Of 128.82 Feet; Thence S 01°36'52" E Distance of 16.12 Feet; Thence Leaving Said East Right of Way, N 89°08'56" E A Distance of 359.06 Feet; Thence N 02°15'56" W a Distance of 267.16 Feet; Thence N 87°44'04" E A Distance of 907.17 Feet to the East Boundary Line of Said Section 31; Thence Along Said East Boundary Line, N 00°52'12" W a Distance of 255.64 Feet to the Point of Beginning, Containing 10.0 Acres,
More or Less.
Key # 369327
Parcel # R31 422 20 0000 0170 0000

Notice Continues on Page 2

THIS PROPOSED PURCHASE/ SALE AGREEMENT may be inspected by the public in the Hernando County Administrative Office, 15470 Flight Path Drive Brooksville, FL 34604, between the hours of 8:30 a.m. to 4:30 p.m., M-F, legal holidays excepted.

YOU HAVE A RIGHT to appear and be heard at this public meeting and/or to send any written objections to the County Commissioners at 15470 Flight Path Drive, Brooksville, Florida 34604.

YOU ARE FURTHER ADVISED that if any person decides to appeal any decision made by the Board of County Commissioners, with respect to the subject matter of the hearing, that person will need to ensure a verbatim record of the proceedings is made.

ALL PERSONS INTERESTED in the above matter are invited to attend and be heard.

Public participation is solicited without regard to race, color, national origin, age, sex, religion, disability, or family status. In accordance with the Americans with Disabilities Act, persons with disabilities needing a special accommodation to participate in this proceeding should contact Colleen Conko, County Administration, 15470 Flight Path Drive, Brooksville, FL 34604, telephone (352) 540-6452. If hearing impaired, please call 711 for assistance.

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA
/s/ (SEAL)
Douglas Chorvat, Jr., Clerk
By: Heidi Prouse
Deputy Clerk

Published: August 29, 2025

PURCHASE/SALE AGREEMENT

THIS AGREEMENT made and entered into on this 9th day of September, 2025, by and between, Hernando County, a political subdivision of the State of Florida, whose address is 15470 Flight Path Dr, Brooksville, FL 34604, hereinafter referred to as the "Seller", and Krishna Achugatla & Sudha Doma, whose marital status is Married and whose address is 3626 Ivy Springs Lane, Land O Lakes, FL 34638 hereinafter referred to as the "Buyer."

WITNESSETH

NOW, THEREFORE, THE PURCHASE PRICE paid by the Buyer to the Seller, the Seller agrees to sell to the Buyer, and the Buyer agrees to buy from the Seller, that certain real property situated in Hernando County, Florida, more specifically described as follows:

Commence at the East 1/4 Corner of Section 31, Township 22 South, Range 20 E, Hernando County, Florida; Thence Along the North Boundary Line of The Southeast 1/4 of said Section 31, S 87°44'04" W, A Distance of 1308.28 Feet To the West Boundary Line of the E 1/2 of the Southeast 1/4 of said Section 31; Thence Along said West Boundary Line, S 00°50'53" E A Distance of 321.29 Feet to the East Right of Way of Cedar Lane; Thence Along said East Right Of Way, S 13°16'51" E A Distance of 53.24 Feet; Thence S 17°31'24" E A Distance Of 128.82 Feet; Thence S 01°36'52" E Distance of 16.12 Feet; Thence Leaving Said East Right of Way, N 89°08'56" E A Distance of 359.06 Feet; Thence N 02°15'56" W a Distance of 267.16 Feet; Thence N 87°44'04" E A Distance of 907.17 Feet to the East Boundary Line of Said Section 31; Thence Along Said East Boundary Line, N 00°52'12" W a Distance of 255.64 Feet to the Point of Beginning, Containing 10.0 Acres, More or Less

Property Appraiser's Key No.: 369327
Property Appraiser's Parcel ID No.: R31 422 20 0000 0170 0000

hereinafter referred to as "the Property," upon the following terms and conditions:

1. The purchase price shall be one hundred and fifty thousand and one and 00/100 Dollars ($150,001), **plus** documentary stamp taxes and recording fees payable in cash, certified check, cashier's check or money order by the Buyer to the Seller.

2. THIS AGREEMENT SHALL BE SUBJECT TO APPROVAL BY THE HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS (BOCC). If the BOCC does not approve this Agreement and all the terms and conditions hereof, the Seller shall notify the Buyer thereof promptly in writing and this Agreement shall be null and void and all rights and liabilities arising hereunder shall terminate.

3. Upon payment of the purchase price as provided herein, the Seller shall convey the Property by a Statutory Deed pursuant to Section 125.411, Florida Statutes. This property is being SOLD in its "**AS IS**" condition with no warranty of title. The Buyer, by signature of this Agreement, hereby requests that all mineral interests owned by Hernando County in the Property be transferred to the Buyer as provided in Section 270.11, F.S.

4. The proration of ad valorem taxes on the Property is exempt from taxation while owned by the Seller pursuant to Section 196.192, Florida Statutes.

5. A recorded Statutory Deed shall be provided to the Buyer within ninety (90) days after approval of this Agreement by the BOCC and payment of the total purchase price referenced in paragraph 1 herein, whichever occurs last, unless an extension hereof is mutually agreed to by both parties.

6. The covenants herein contained shall bind, and the benefits and advantages hereof shall inure to, the respective heirs, personal representatives, successors and assigns of the parties hereto; provided, however, that neither party shall assign this Agreement without the prior approval of the other party, unless required by law. Whenever used herein, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall include the other. No agreement or understanding, verbal or in writing, unless incorporated herein, shall be binding upon the parties.

7. The Seller shall not be liable to the Buyer or to the Buyer's agents or representatives for any commissions, costs, or fees arising from or for the sale of the Property to the Buyer, and the Buyer shall defend, indemnify and hold harmless the Seller and its agents, employees and officers from any and all actions, awards, causes, claims, damages, judgments, losses, payments, recoveries and suits therefore arising from or out of this Agreement.

8. The Buyer may arrange for a closing by a title company of its choice at the Buyer's expense if it desires. Buyer must notify Seller of said arrangement by completing the following:

Name of Title Company: Gulf Coast Title Co., Inc.
Address: 111 N. Main St.
Phone Number: 352-796-9416

If this portion is left blank, the exchange of Deed and payment of the total purchase price shall finalize the conveyance between Seller and Buyer.

9. The terms and conditions of this Agreement shall survive the conveyance of the Property from the Seller to the Buyer.

10. A copy of this Agreement may be accepted as an original.

IN WITNESS THEREOF, the parties and the lawful representatives of the parties hereto have caused these presents to be executed in their respective names the day and year first above written.

Disclosure: The subject property has areas within the flood plain and/or flood zone. Buyer is solely responsible to research and determine any and all requirements for flood plain mitigation and minimum base floor elevation for any improvements. Further, the subject property is subject to a Temporary Utility Easement recorded in ORB 3321, Page 1056, Public Records of Hernando County, Florida. Buyer is solely responsible to review and understand the terms and conditions of the Easement.

Seller:
HERNANDO COUNTY, a political subdivision of the State of Florida

Attest: Heidi Prause, Deputy Clerk
Douglas A. Chorvat, Jr., Clerk

SEAL
BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

By: _____
Brian Hawkins, Chairman

Date: _____

Approved as to legal form and sufficiency:

_____
County Attorney's Office

Buyer:

Witness: Charles Buckner

By: Krishna Achugatla

Krishna Achugatla
Name/Title

Print Name: Charles Buckner

Date: 08/04/2025

Witness: _____

By: Sudha Doma

Sudha Doma
Name/Title

Print Name: _____

Date: 08/04/2025

Board of County Commissioners

AGENDA ITEM

Meeting: 09/09/2025
Department: Waterways/Aquatic Services
Prepared By: Carla Burrmann
Initiator: Carla Burrmann
DOC ID: 16257
Legal Request Number:
Bid/Contract Number:

TITLE
Presentation by Putnam Land Conservancy Regarding Ridge Manor Gap Project

BRIEF OVERVIEW
Located in the Ridge Manor area of Hernando County, Florida, the Ridge Manor Gap project area sits between two disjunct tracts of the Withlacoochee State Forest - the Richloam Tract to the east and the Croom Tract to the west. Ridge Manor Gap is bordered to the north by the Little Withlacoochee River and to the west by the Withlacoochee River, and the area was platted into thousands of very small parcels in the 1960s and 70s.

The Florida Wildlife Corridor Foundation has identified Ridge Manor gap as one of multiple critical unprotected gaps in the Corridor. The Foundation identifies these gaps as essential areas to protect due to their high conservation value and because their protection is essential to ensure that the Corridor is not permanently severed. These critical gaps present unique land protection challenges because, like the Ridge Manor Gap, they typically comprise large numbers of very small parcels and are therefore under high development pressure.

The Ridge Manor Gap project is a partnership between Putnam Land Conservancy (PLC) and the Florida Wildlife Corridor Foundation with the goal of developing and implementing a land protection strategy that can be applied to conserve Ridge Manor and other critical, highly parcelized gaps in the Florida Wildlife Corridor.

FINANCIAL IMPACT
No financial impact at time of discussion.

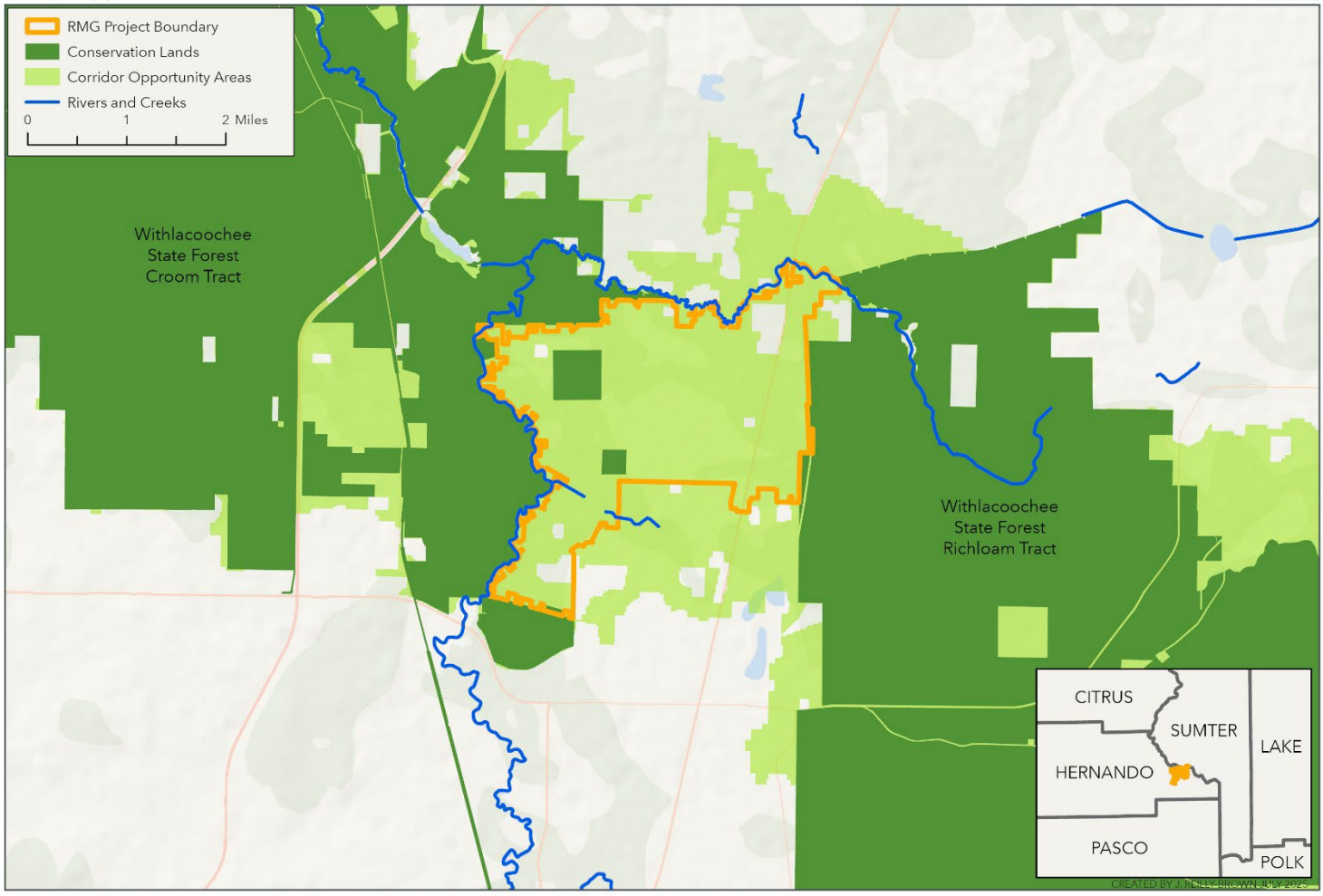
LEGAL NOTE
The Board is authorized to act upon this matter pursuant to Chapter 125, Florida Statutes.

RECOMMENDATION
For information purposes only; no action is required from the Board.

REVIEW PROCESS

Christopher Linsbeck	Approved	08/01/2025 12:33 PM
Albert Bertram	Approved	08/01/2025 3:19 PM
Pamela Hare	Approved	08/01/2025 3:42 PM
Heidi Prouse	Approved	08/05/2025 12:33 PM
Toni Brady	Approved	08/07/2025 10:51 AM
Jeffrey Rogers	Approved	08/26/2025 11:52 PM
Colleen Conko	Approved	08/27/2025 10:44 AM

PUTNAM LAND CONSERVANCY
HERNANDO COUNTY
RIDGE MANOR GAP PROJECT AREA



RIDGE MANOR GAP

PROJECT LOCATION	Hernando County, FL
PROJECT TYPE	Small lot fee simple purchase, aggregation, and sale
CONSERVATION VALUES	Florida Wildlife Corridor, water resources, flood protection imperiled species protection, Florida Trail connection

PROJECT SUMMARY

Located in the Ridge Manor area of Hernando County, Florida, the Ridge Manor Gap project area sits between two disjunct tracts of the Withlacoochee State Forest - the Richloam Tract to the east and the Croom Tract to the west. Ridge Manor Gap is bordered to the north by the Little Withlacoochee River and to the west by the Withlacoochee River, and the area was platted into thousands of very small parcels in the 1960s and 70s.

The Florida Wildlife Corridor Foundation has identified Ridge Manor gap as one of multiple critical unprotected gaps in the Corridor. The Foundation identifies these gaps as essential areas to protect due to their high conservation value and because their protection is essential to ensure that the

Corridor is not permanently severed. These critical gaps present unique land protection challenges because, like the Ridge Manor Gap, they typically comprise large numbers of very small parcels and are therefore under high development pressure.

The Ridge Manor Gap area is currently feeling the impacts of this increased development pressure. According to local residents and conservation advocates, the area was platted in the 1960s and 1970s but recently the real estate market exploded such that every day neighbors report seeing new lots being actively cleared and listed for sale. In addition, much of the Ridge Manor Gap area experienced sustained flooding during and for several months after Hurricane Milton in 2024. The increased development pressure and land clearing currently occurring in Ridge Manor coupled with the potential for more frequent and sustained flooding associated with stronger storm seasons means the time is ripe for progress to be made on conserving this area and closing this critical gap in the statewide Florida Wildlife Corridor.

PROJECT GOAL

The Ridge Manor Gap project is a partnership between Putnam Land Conservancy (PLC) and the Florida Wildlife Corridor Foundation with the goal of developing and implementing a land protection strategy that can be applied to conserve Ridge Manor and other critical, highly parcelized gaps in the Florida Wildlife Corridor.

ACQUISITION STRATEGY

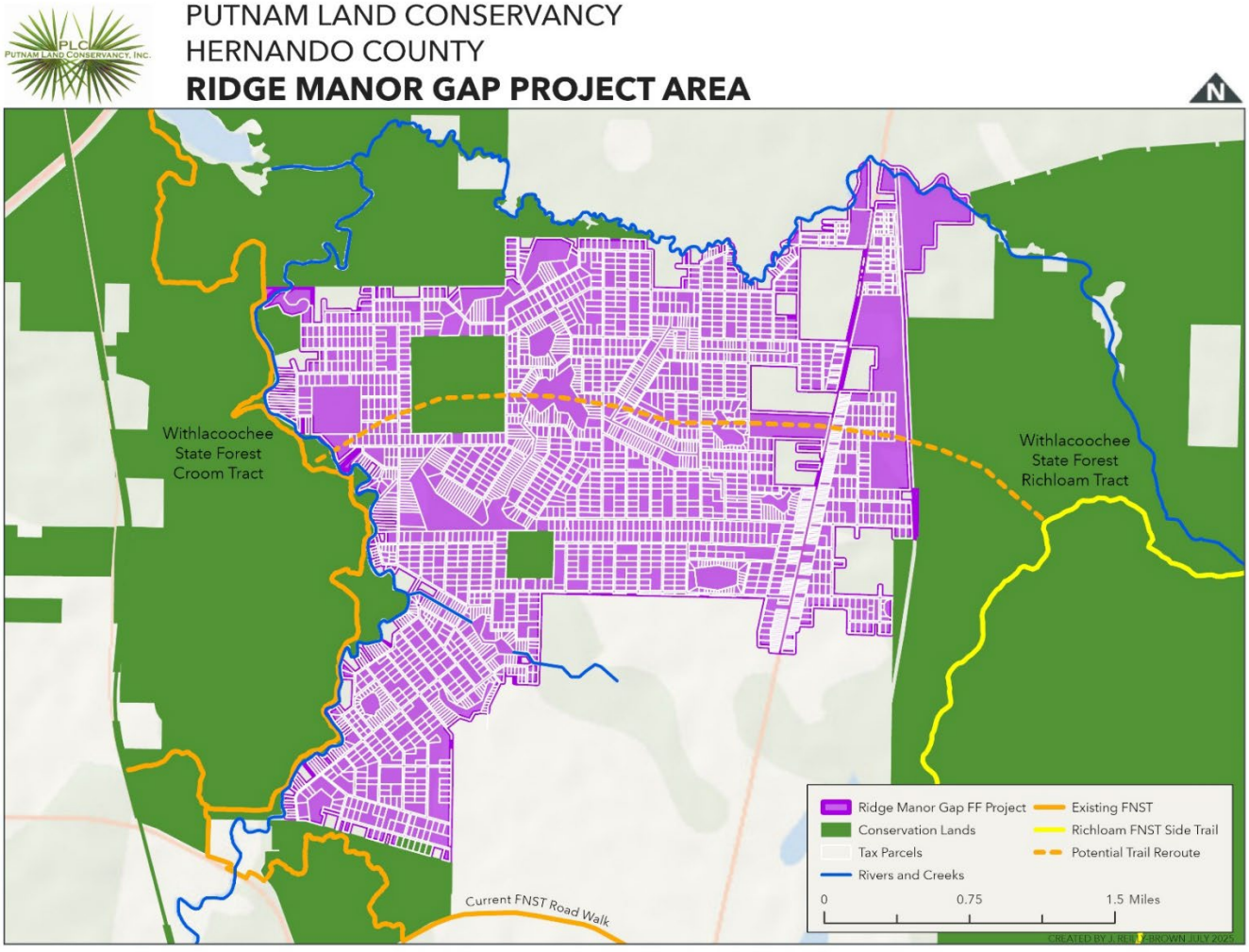
The acquisition strategy to conserve Ridge Manor Gap is twofold: first, because Ridge Manor Gap comprises thousands of small (majority less than 2 acres), individually-owned parcels, PLC will acquire parcels in target areas within the gap, aggregating them into larger tracts as lots are purchased. PLC has a demonstrated history of successful small lot acquisition and the organization is therefore uniquely positioned to complete this type of acquisition transaction. The second aspect of the acquisition strategy involves PLC selling the aggregated tracts to a government or conservation buyer entity that will ensure the land is protected and managed in perpetuity. To this end, PLC has submitted for approval a new Florida Forever project specific to Ridge Manor Gap, which, when approved, will make lands within Ridge Manor Gap eligible for state acquisition after parcel aggregation.

CONSERVATION VALUES

- Critical gap in the statewide Florida Wildlife Corridor
- Water resource protection – Withlacoochee and Little Withlacoochee rivers, wetlands, high recharge area
- Flood management
- Florida National Scenic Trail also has a gap at Ridge Manor and this project has the potential to eliminate over two miles of “road walk” if Ridge Manor Gap is protected
- Imperiled species habitat protection including rare endemic Floyd’s Sandhill Millipede, gopher tortoise, state threatened angle pod vine, and state endangered Florida spiny pod vine.

SUPPORT OPPORTUNITIES

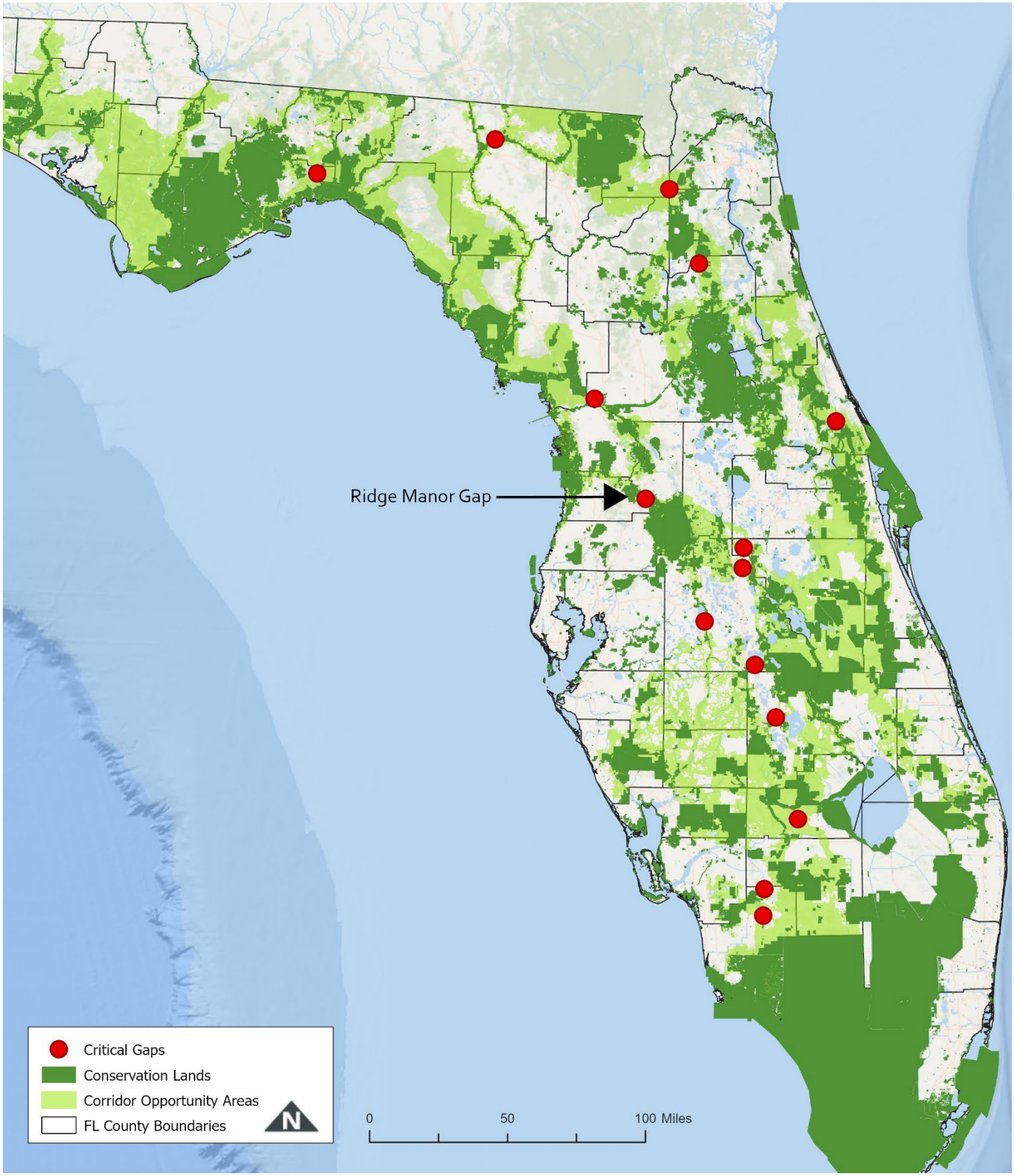
PLC is seeking acquisition funding to fund purchase of parcels within the Ridge Manor Gap area for aggregation and sale to the State of Florida through the Florida Forever program or to another conservation buyer. Project funding is intended to function as a “revolving fund” such that in the event that PLC closes on the sale of any tracts of land purchased with project funding, the proceeds of the sale shall then be applied toward further land acquisitions within the Ridge Manor Gap project area until the gap is protected.



PUTNAM LAND CONSERVANCY

RIDGE MANOR GAP PROJECT

STATEWIDE FLORIDA WILDLIFE CORRIDOR CRITICAL GAPS



1980

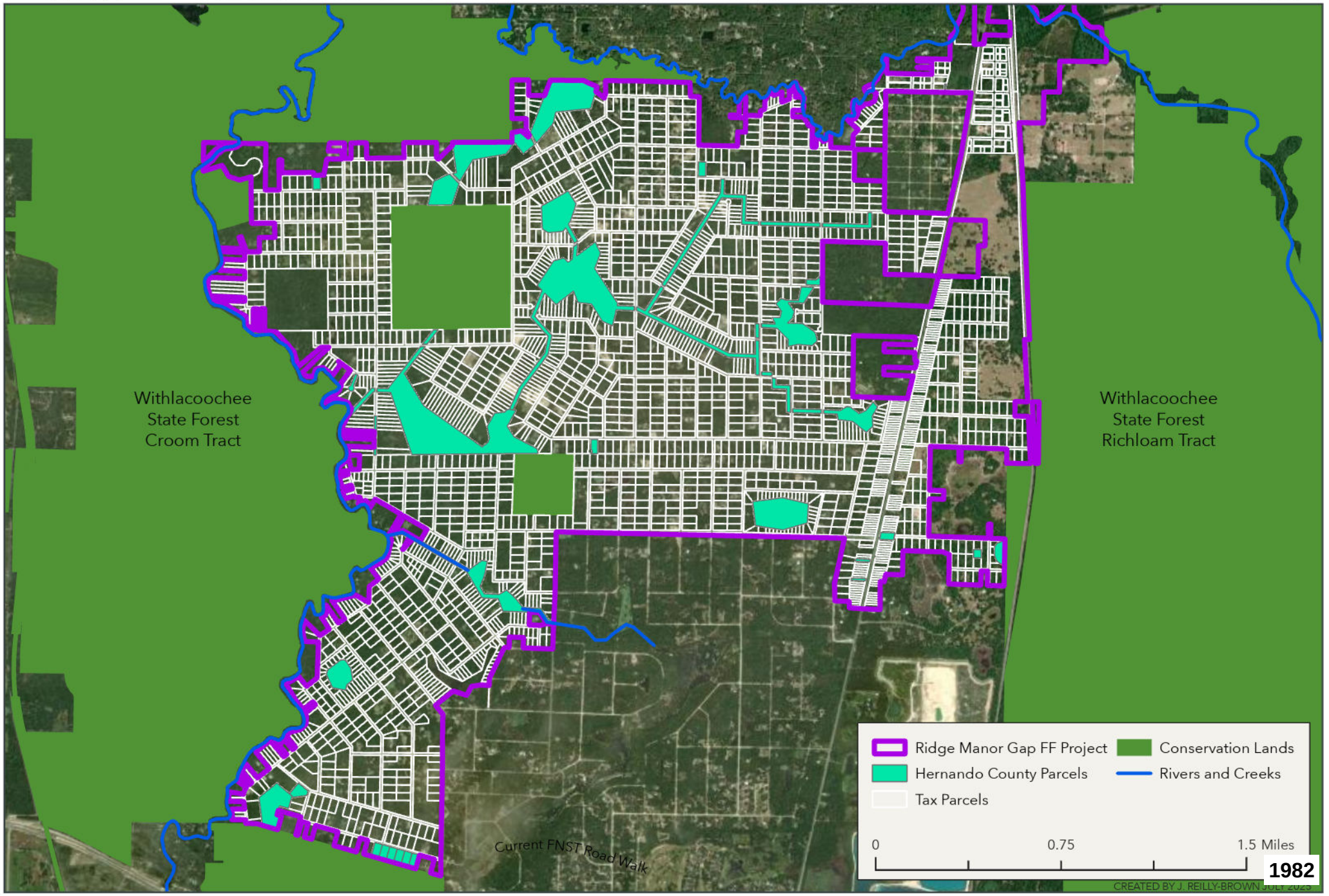
Thank you for reviewing the Ridge Manor Gap project.
Please don't hesitate to contact us with any feedback or questions.

CONTACT Joanna Reilly-Brown, Conservation Acquisition Planner
EMAIL joanna@putnamlandconservancy.org
OFFICE PHONE (386) 336-5400

CONTACT Willy the Losen, CEO and Conservation Director
EMAIL willy@putnamlandconservancy.org
OFFICE PHONE (386) 336-5400

PLC
PUTNAM LAND CONSERVANCY, INC.

PUTNAM LAND CONSERVANCY
RIDGE MANOR GAP CONSERVATION PROJECT
HERNANDO COUNTY-OWNED PARCELS



ID	Parcel Number	Owner Name
1	R36 122 21 0870 0880 0050	Hernando County
2	R24 122 21 0880 0000 000C	Hernando County
3	R33 122 21 0490 0020 0190	Hernando County
4	R36 122 21 0870 0880 0070	Hernando County
5	R36 122 21 0870 0880 0060	Hernando County
6	R36 122 21 0870 0880 0040	Hernando County
7	R22 122 21 0920 0000 000B	Hernando County
8	R36 122 21 0870 0890 0010	Hernando County
9	R25 122 21 1563 0000 0190	Hernando County
10	R36 122 21 0870 0000 000G	Hernando County
11	R36 122 21 0870 0880 0080	Hernando County
12	R24 122 21 0880 0000 000D	Hernando County
13	R22 122 21 0900 0000 000C	Hernando County
14	R33 122 21 0490 0000 000A	Hernando County
15	R36 122 21 0870 0240 C500	Hernando County
16	R36 122 21 0870 0000 000C	Hernando County
17	R23 122 21 0890 0290 00A0	Hernando County
18	R22 122 21 0900 0000 000B	Hernando County
19	R22 122 21 0920 0000 000A	Hernando County
20	R36 122 21 0870 0240 C420	Hernando County
21	R23 122 21 0890 0000 000B	Hernando County
22	R36 122 21 0870 0000 000F	Hernando County
23	R23 122 21 0890 0000 000C	Hernando County
24	R22 122 21 0900 0000 000D	Hernando County
25	R24 122 21 0780 0210 0090	Hernando County
26	R23 122 21 0890 047A 0010	Hernando County

Ridge Manor Florida Wildlife Corridor Gap

Presentation to Hernando BOCC

September 9, 2025

PLC
PUTNAM LAND CONSERVANCY, INC.

Joanna Reilly-Brown, Putnam Land Conservancy

1984

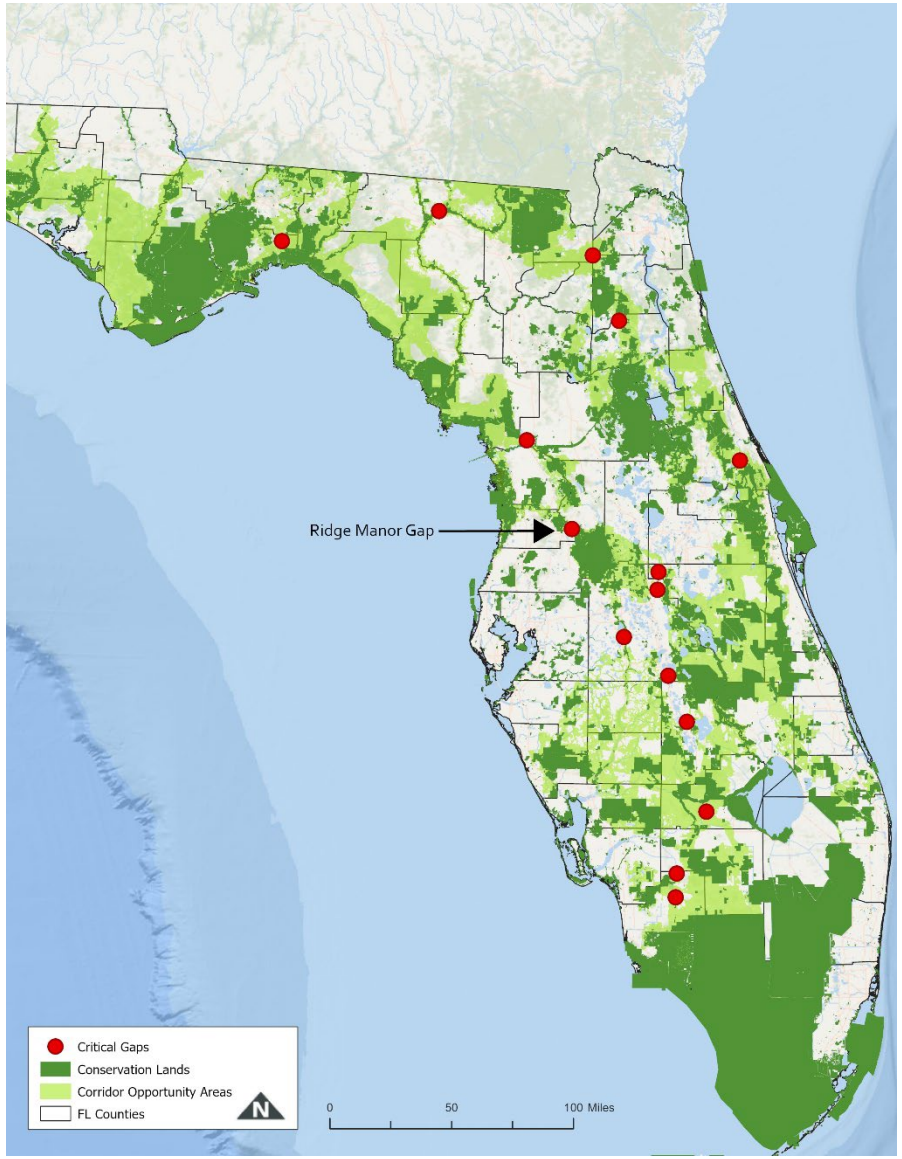
Who is Putnam Land Conservancy?

- 501(c)(3) nonprofit land trust dedicated to conserving land and water for people and wildlife
- Works with private landowners and conservation organizations to establish wildlife corridors to protect at-risk species and their habitat, natural resources, and outdoor recreation
- PLC has preserved over 6,500 acres since established in 2006

PLC
PUTNAM LAND CONSERVANCY, INC.

1985

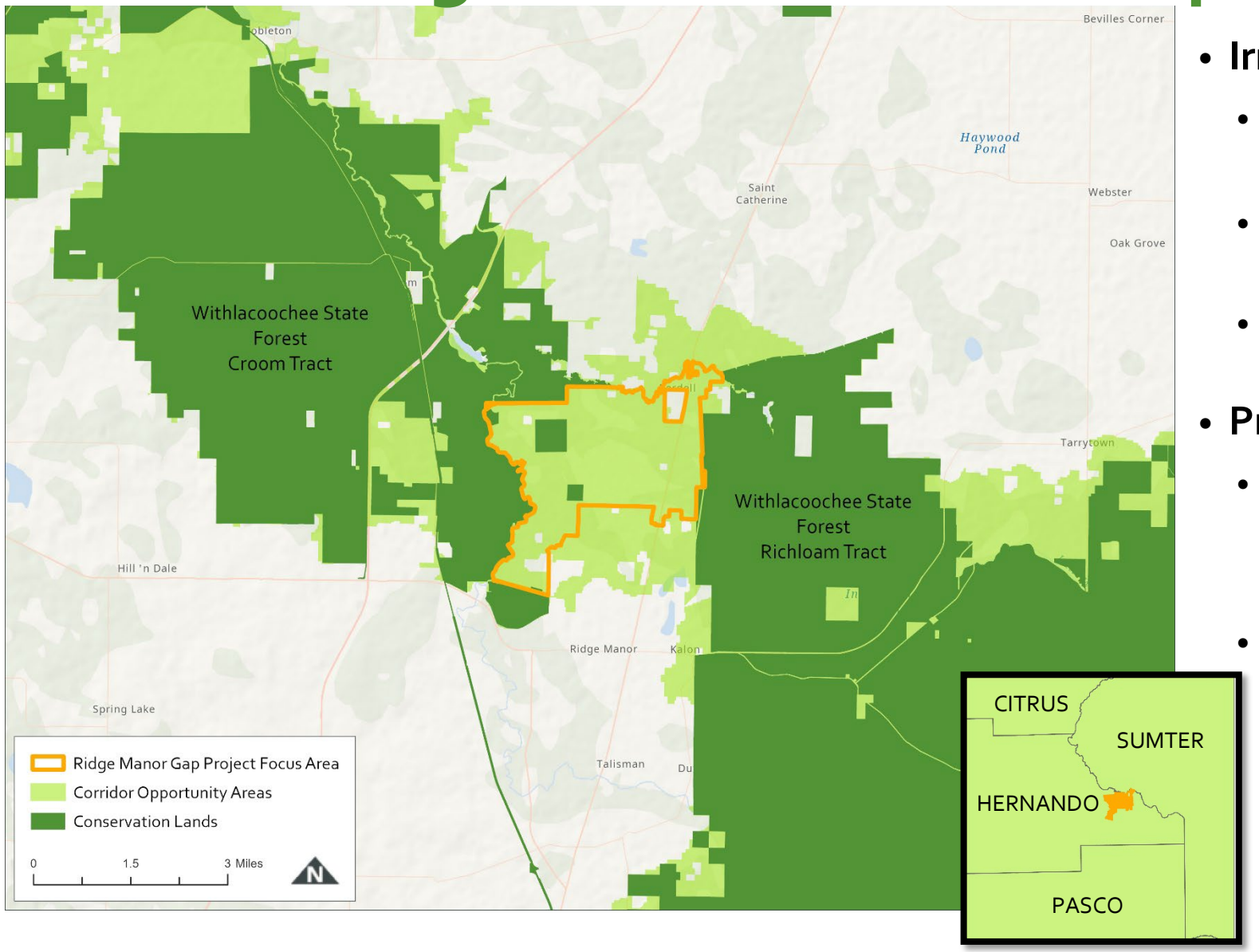
FL Wildlife Corridor – Statewide Perspective



- **Statewide Florida Wildlife Corridor**
  - Established June 2021 by Florida Wildlife Corridor Act with unanimous bipartisan support
  - 18 million acres of contiguous wilderness and working lands home to the survival of many of Florida's 131 imperiled animal species
  - Protection of Corridor offers recreation opportunities, strengthens resilience, and protects water quality
- **Irreplaceable Gaps**
  - Multiple gaps between protected areas throughout the state, as identified by Florida Wildlife Corridor Foundation
  - Critical, irreplaceable connections
  - High conservation value and opportunity
- **Ridge Manor Gap**
  - Between tracts of Withlachoochee State Forest
  - Large number of small undeveloped parcels
  - Growing development pressure

PLC
PUTNAM LAND CONSERVANCY, INC.

Ridge Manor: Critical Gap in Corridor

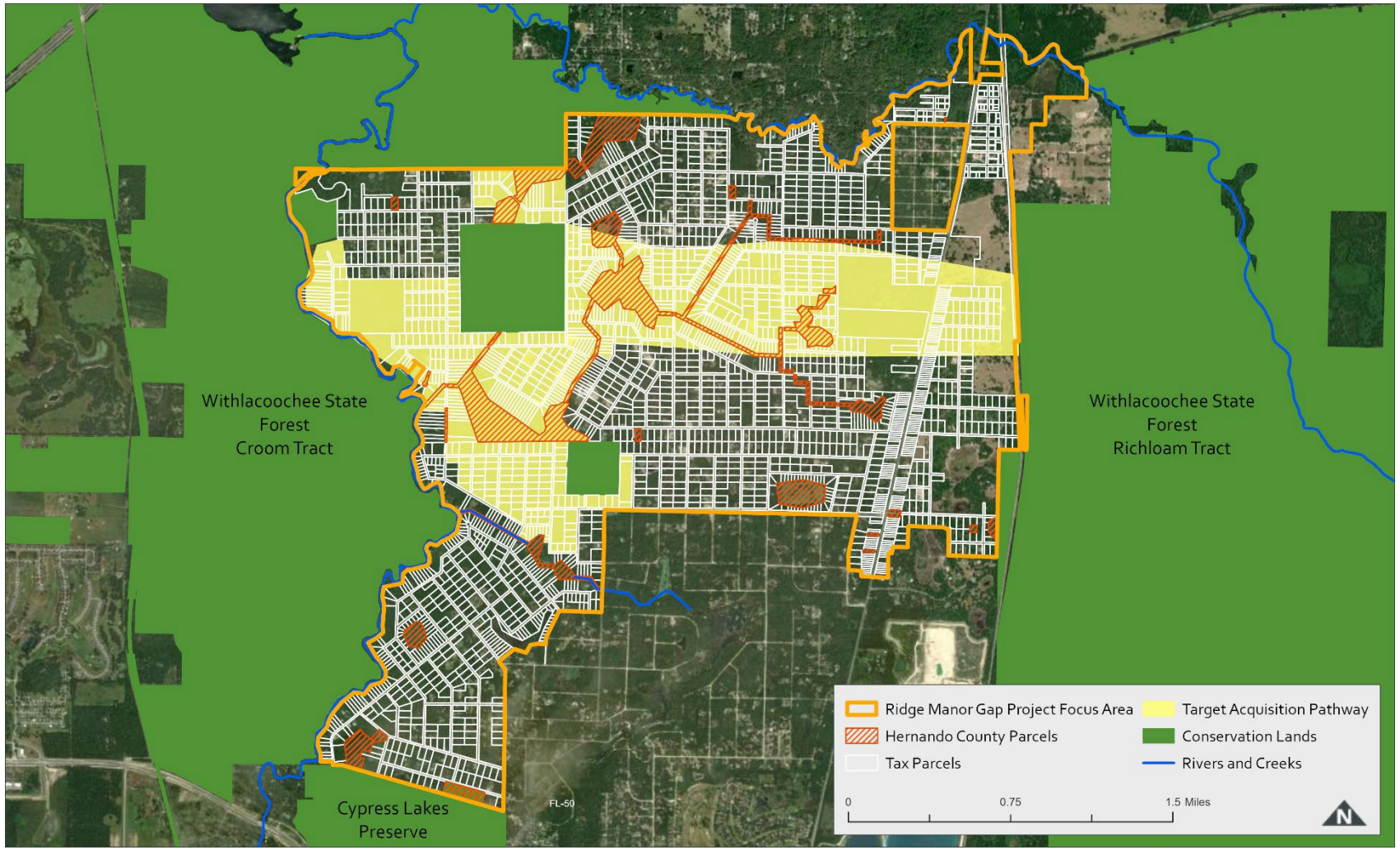


- **Irreplaceable Unprotected Gap**
  - Between Croom and Richloam tracts of Withlacoochee State Forest
  - Bottleneck essential for wildlife movement
  - Mix of County and privately-owned land
- **Project Goal**
  - Create a linear protected green corridor connecting the two portions of the Withlachoochee State Forest
  - Develop a program for working with willing sellers to purchase and protect lands within Ridge Manor to connect the Corridor

PLC
PUTNAM LAND CONSERVANCY, INC.

1987

Ridge Manor Gap Project



- Create a linear protected green corridor connecting the two portions of the Withlachoochee State Forest
- Partnership between PLC and Florida Wildlife Corridor Foundation
- Rare species protection
- Flood management and water resource protection
- Focus on vacant, flood prone lots
- Purchase vacant parcels from willing sellers

Floyd's sandhill millipede

PLC
PUTNAM LAND CONSERVANCY, INC.

1988

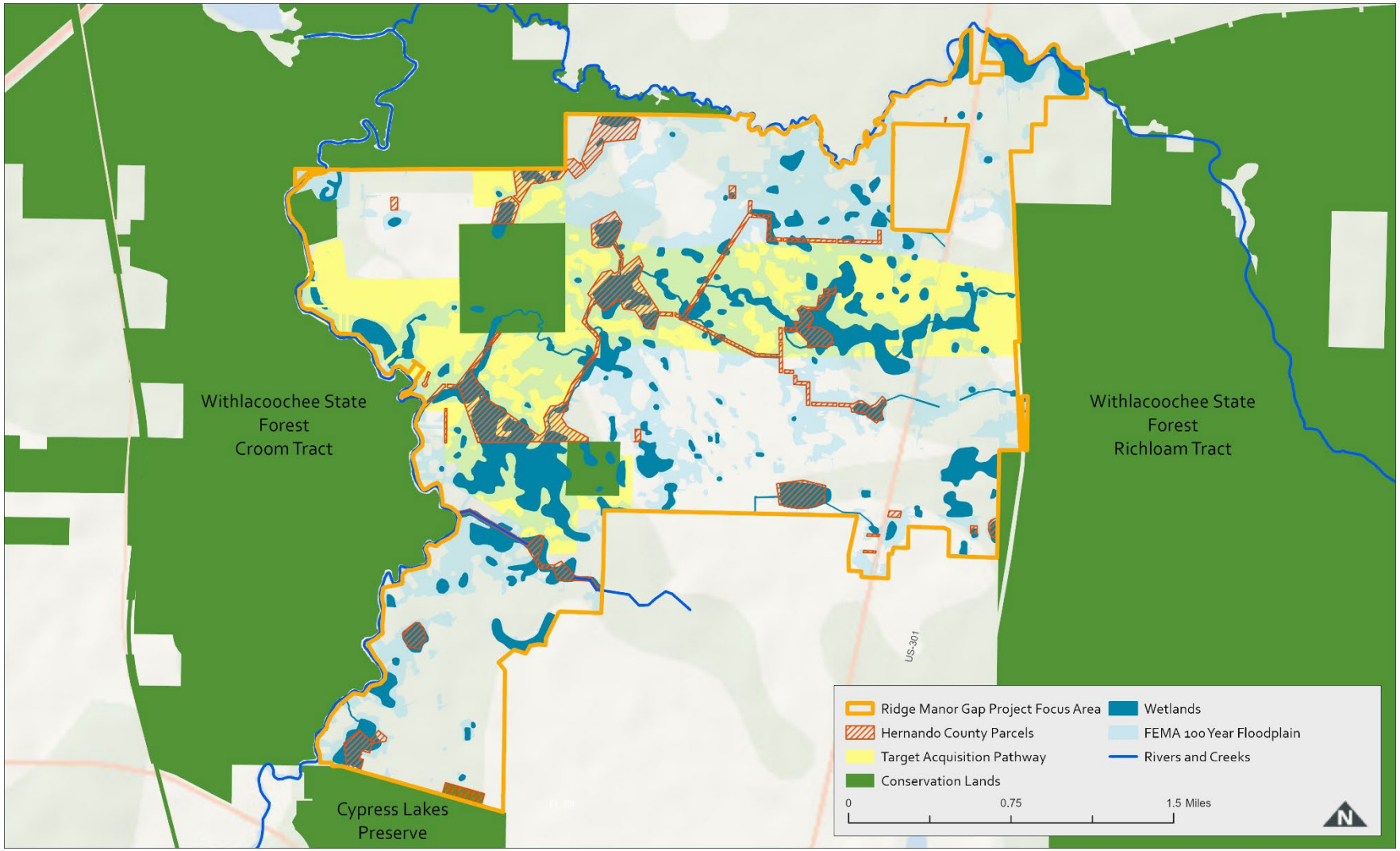
Project Strategy

- **Two Stage Strategy**
  - First, PLC identify willing sellers and purchase parcels in target areas
    - Aggregation into larger tracts
  - Second, PLC transfer aggregated tracts to state for permanent protection
    - Florida Forever project application

- **Florida Forever State Land Acquisition Program**
  - Willing seller program
  - Ridge Manor Gap project application submitted, currently under evaluation
  - Once approved, lands within Ridge Manor project area will be eligible for state acquisition

1989

Opportunities for Hernando County



- Acquisitions could augment flood management efforts
- Prevents incompatible uses in flood prone areas
- Neighborhood amenities
  - Green space
  - Passive recreation
- Furthers goals and objectives of Hernando Comp Plan

PLC
PUTNAM LAND CONSERVANCY, INC.

1990

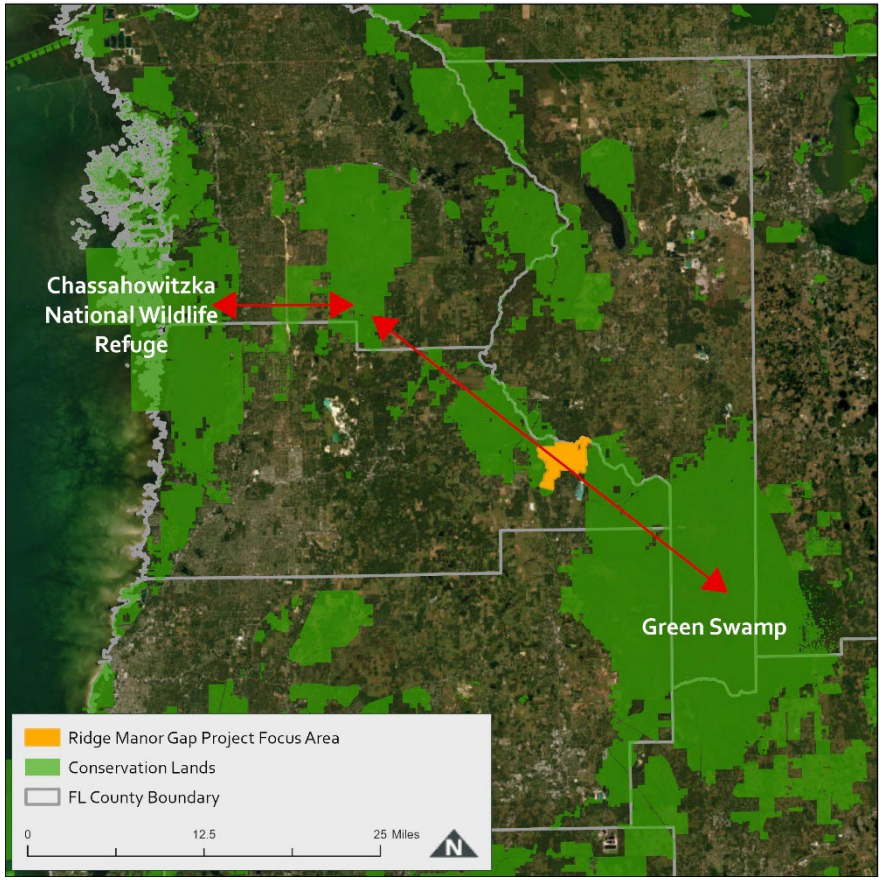
Chapter 10, Hernando County Comprehensive Plan

GOAL 10.01 – Protect Wildlife and Habitat

Hernando County's Growth Strategy protects the functional integrity of remaining wildlands and wildlife habitat in support of the County's rich ecological, recreational and agrarian heritage. Protection is accomplished through conservation of wildlife and natural resources of importance in Hernando County. [F.S. 163.3177(6)(d)]

Objective 10.01A: **Hernando County shall consider during the review of development permits the importance of wildlife corridor connections from the Green Swamp to the Chassahowitzka National Wildlife Refuge in accordance with recommendations from professionally accepted sources used for State planning purposes in order to protect the functional integrity of large habitat areas in public ownership and the movement of native and protected wildlife. Mechanisms to be utilized will be considered on a site specific basis including the provision of open space, the mitigation of habitat loss, and the provision of conservation easements.**

Strategy 10.01A(3): Encourage appropriate agencies and private organizations to assist the County in conserving and preserving natural area linkages which may function as wildlife corridors and/or recreation areas. Mechanisms to be coordinated may include conservation of agricultural lands, preservation of rural development patterns, land acquisitions, conservation easements, the transfer or purchase of development rights, development incentives, and landowner agreements.



PLC
PUTNAM LAND CONSERVANCY, INC.

1991

RIDGE MANOR GAP PROJECT

Questions/Comments?

Joanna Reilly-Brown
joanna@PutnamLandConservancy.org
386-336-5400

PLC
PUTNAM LAND CONSERVANCY, INC.

1992

Board of County Commissioners

AGENDA ITEM

Meeting: 09/09/2025
Department: Parks
Prepared By: Christopher Linsbeck
Initiator: Christopher Linsbeck
DOC ID: 16304
Legal Request Number:
Bid/Contract Number:

TITLE
Presentation and Discussion Regarding Structural Analysis Report for Linda Pedersen Park Observation Tower

BRIEF OVERVIEW
Discuss the Structural Engineer's findings and determine the next course of action for the Linda Pedersen Observation Tower.

FINANCIAL IMPACT
The report from the Structural Engineer includes two options:

1. Remove the tower and rebuild it. The cost summary is on page 9 of the PDF and totals $543,642.00.

2. Remove the damaged pieces and replace them. The cost summary is on page 14 of the PDF and totals $502,318.32.

There is currently a Capital Improvement Project (CIP) for tower removal attached. CIP No. 111906 has $50,000 budgeted for the tower removal. The Office of Management and Budget has carried that amount forward to the FY26 Budget at the request of the department; however, additional funding would be needed if either option from the report is selected, based on the numbers provided.

LEGAL NOTE
The Board has authority to act on this matter pursuant to Florida Statutes 125.

RECOMMENDATION
It is recommended that the Board review the structural analysis and make a determination for the next course of action for the observation tower.

REVIEW PROCESS

Albert Bertram	Approved	09/03/2025 1:54 PM
Pamela Hare	Approved	09/03/2025 3:14 PM
Heidi Prouse	Approved	09/03/2025 5:58 PM
Toni Brady	Approved	09/03/2025 7:45 PM
Jeffrey Rogers	Approved	09/03/2025 10:15 PM
Colleen Conko	Approved	09/04/2025 7:58 AM

RESULT: **ADOPTED**
MOVER: Steve Champion
SECONDER: Brian Hawkins

AYES:	Hawkins, Campbell, Allocco, Amsler and Champion

Limited Condition Assessment Report

Linda Pederson Observation Tower

September 2, 2025

Linda Pederson Park
6340 Shoal Line Boulevard
Spring Hill, FL 34607

Biller Reinhart Engineering Group
3434 Colwell Avenue, Ste. 100
Tampa, FL 33614

1995

VIA EMAIL

September 2, 2025

Christopher Linsbeck
Hernando County Community Services Director
15470 Flight Path Drive
Brooksville, FL 34604

Email: clinsbeck@hernandocounty.us

Subject: Limited Condition Assessment
Observation Tower
Linda Pedersen Park
6340 Shoal Line Boulevard
Spring Hill, FL 34607

Dear Mr. Linsbeck:

Alejandro Cubas, E.I. and Matthew Reinhart, E.I., of Biller Reinhart Engineering Group, Inc. (BillerReinhart) performed a limited condition assessment at the above-mentioned address to observe the current condition of the structural components of the Linda Pedersen Park observation tower structure. The visual survey by BillerReinhart was of the structure's current state and did not involve any destructive activity to view inaccessible areas.

Documentation Provided

The following documentation was provided by Coastal Engineering Associates, Inc., to BillerReinhart for review:

1.) *Proposed – Observation Tower for Jenkins Creek,* prepared by Office of the County Engineer, dated January 12, 1994

2.) *Proposed – Jenkins Creek Tower Repair,* prepared by Universal Engineering Sciences, dated October 5, 2005

3.) *Linda Pedersen Observation Tower: Timeline,* prepared by Hernando County Department of Recreation

Document review is not an assessment of the adequacy of the original design or the repairs, rather, it is an information gathering venture intended to assist with the scope of work.

Structural Description

Based on our review of the provided documentation, BillerReinhart understands that the subject observation tower structure was originally constructed in 1994 and subsequently repaired and reinforced in 2005/2006. The tower structure consists of five (5) levels of observation decks and two (2) intermediate landings, one between the 1st and 2nd levels and the other between the 4th and 5th levels (Refer to *Exhibit 1* below).

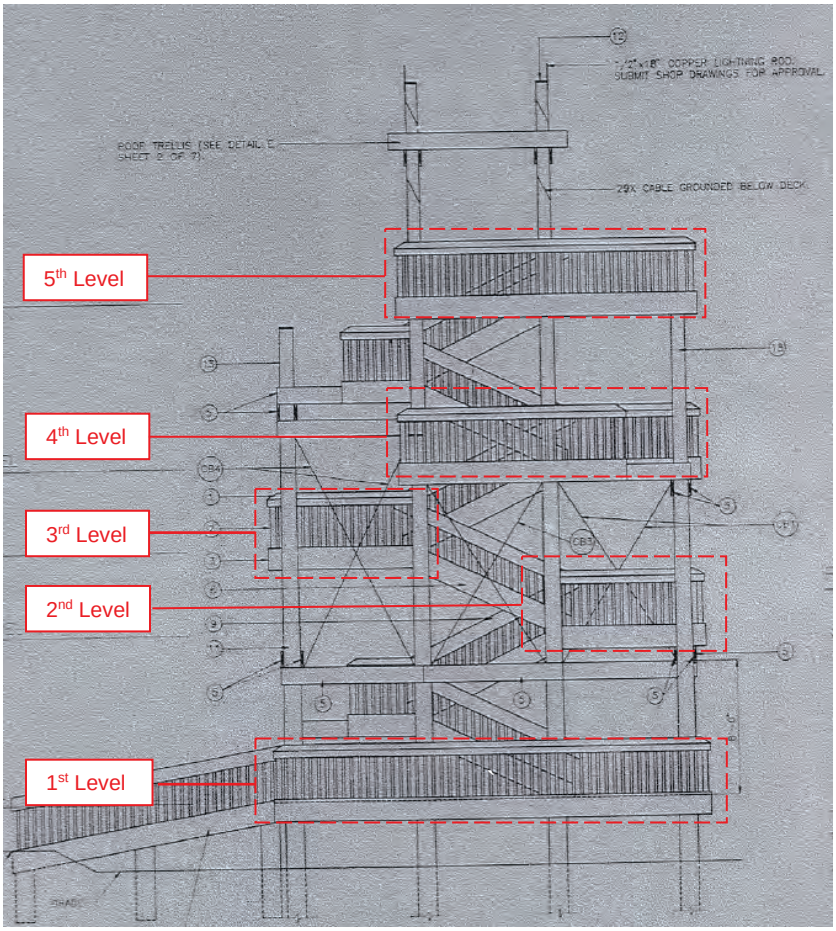


Exhibit 1 – East Elevation of Observation Tower, 1994 Office of the County Engineer

According to the tower's original drawings, the observation decks and landings primarily consist of 2 in. x 6 in. pressure treated (PT) lumber decking supported on 2 in. x 12 in. PT lumber joists. The landings and observation decks are connected by stairways consisting mainly of 2 in. x 16 in. PT lumber stringers and 3 in. x 14 in. PT lumber treads. The stairways, decks, and landings are connected to the sixteen (16) 14-inch diameter PT lumber poles by galvanized steel bolts. The poles extend to various heights along the structure and are indicated to be embedded approximately 25 feet below grade. The sections of the poles below grade are designated to be encased in 8 inches of concrete capped with a 4 ft. x 4 ft. concrete collar extending from the existing grade to 3

feet below the ground surface. The poles are laterally braced at various locations with 2 in. x 12 in. PT lumber and diagonally crossed steel rods with turnbuckles.

Survey of Observation Tower

Readily discernible structural elements of the observation tower were visually observed. Photographs were taken during the survey and are included in *Appendix A* of this report. Note that some of the conditions listed below were observed throughout the structure and the selected photographs are representative of the respective conditions.

Table A – Documented Observations	
Conditions Observed	**Refer. Photos**
Exterior Elevations	
Overall photograph of north elevation	*Figure A-1*
Overall photograph of south elevation	*Figure A-2*
Overall photograph of west elevation	*Figure A-3*
Overall photograph of east elevation	*Figure A-4*
Typical Conditions	
Organic growth and staining along the exterior rails, balusters, and fascia boards	*Figures A-5 and A-6*
Surface wear and minor separation along the perimeter rail balusters	*Figures A-7 and A-8*
Horizontal separations along the perimeter rail fascia boards	*Figure A-9*
Missing or protruding fasteners along the perimeter railing caps, fascia boards, and balusters	*Figures A-10 and A-11*
Separations along lumber poles surfaces	*Figures A-12 and A-13*
Isolated Conditions	
The two center poles along the north elevation appeared to exhibit lateral displacement (see columns marked with dashed red line)	*Figure A-14*
Separation and splitting along the lower fascia board at the west elevation of the 3rd level railing	*Figure A-15*
Lateral displacement and protruding fasteners along the lower fascia board at the east elevation of the 3rd level railing	*Figure A-16*
Surficial decay along the lower fascia board along the south elevation of the 3rd level railing	*Figure A-17*
Discoloration along the lower fascia board at the south elevation of the intermediate landings between the 4th and 5th levels	*Figure A-18*

Separation between the fascia boards along the east elevation of the 1st level	*Figure A-19*
Separation with protruding fasteners along the east elevation railing cap	*Figure A-20*
Separation, deflection, missing fasteners, and holes between the lateral bracing at the 3rd pole from the north along the east elevation	*Figure A-21*
Underside of 1st Level	
Overall photographs of the crawlspace below the 1st level	*Figures A-22 through A-24*
Organic growth at sporadic locations along the 1st level joists	*Figure A-25*
Section loss with deterioration along the top of the end section of a 1st level floor joist at the southeast corner	*Figure A-26*
Splitting and section loss at the south end of floor joist at southwest corner of 1st level	*Figure A-27*
Staining and organic growth along the floor joists at the gaps between the deck boards	*Figure A-28*
Overdriven bolts at sporadic column to joist connections	*Figure A-29*
Nail penetrations at sporadic locations along the 1st level deck boards (circled in red)	*Figure A-30*
Section loss with staining along lateral brace/blocking and exposed nails between 2nd joist girders from the south along the west elevation	*Figure A-31*
Horizontal separation along the 3rd joist from the east within central column span (circled in red)	*Figure A-32*
Spliced sections of 1st level joists with abandoned, corroded nails along east elevation	*Figure A-33*
Overdriven bolts with splitting of wood at the joist-to-pole connection at the 2nd column from the west along the north elevation	*Figure A-34*
Separation at bottom of 3rd joist from the west within the southmost column span	*Figure A-35*
Splitting at connection point between 3rd joist from west within southmost column span and 1st girder joist from the north	*Figure A-36*
Separation along the base of the northwest pole	*Figure A-37*
Surficial deterioration at the top of the west pole at the top of the entrance ramp	*Figure A-38*
Left-in-place nail along the 2nd pole from the south along the east elevation (circled in red)	*Figure A-39*
Separation along the base of the 2nd column from the west along the north elevation	*Figure A-40*
Separation along the base of the 3rd pole from the south along the east elevation	*Figure A-41*
Discoloration at sporadic locations along the base of poles	*Figures A-39 through A-42*

1st Level Entrance Ramp	
Overall photograph of 1st level entrance ramp	*Figure A-43*
The east side railing exhibited lateral displacement	*Figures A-44 and A-45*
Loose fasteners and separation of the lumber boards along the west railing cap	*Figure A-46*
Sporadic areas of separation/splits, section loss, and deterioration along railing balusters	*Figures A-47 and A-48*
Organic growth with loose fasteners at sporadic locations along the exterior rails	*Figure A-49*
Separation/splits at sporadic locations along the railing cover boards	*Figure A-50*
Section loss at an isolated location along the ramp deck	*Figure A-51*
Space between rail balusters was measured to be greater than 4-inches at sporadic locations	*Figure A-52*
Deteriorated deck boards with loose fasteners along entrance ramp	*Figures A-53 and A-54*
Metal angle brace with deteriorated fasteners at an isolated location along the entrance ramp	*Figure A-55*
Observation Deck and Landing Areas	
Overall photographs of observation deck and landing areas	*Figure A-56 through A-71*
Typical Conditions	
Deterioration at sporadic locations along the deck boards	*Figure A-72*
Loose and missing fasteners at sporadic locations along deck boards	*Figure A-73*
Separation/deterioration along the surface of the lumber poles	*Figures A-74 and A-75*
Staining/organic growth along the under sides of the observation decks and landings	*Figure A-76*
Deteriorated/weathered paint at sporadic locations along the poles	*Figure A-77*
Minor surface corrosion along lateral bracing components and fasteners	*Figures A-78 and A-79*
Minor displacement/separation at lateral bracing to pole connections	*Figures A-80 and A-81*
Stairways and landings above the 1st level were enclosed by vertical balusters. Gaps between balusters were observed to be greater than 4 inches in sporadic locations	*Figure A-82*
Organic growth at sporadic locations along the stair treads	*Figure A-83*
Sporadic areas of deterioration along the lumber guard rail caps	*Figure A-84*

Graffiti/vandalism at sporadic locations along the observation tower components	*Figure A-85*
Moisture/moisture staining was observed along the pole surfaces at sporadic locations (no rain had occurred over the duration of our site visit).	*Figure A-86*
Deterioration/voids were observed at the top of the lumber poles	*Figures A-87 and A-88*
Overdriven/misaligned fasteners were observed at sporadic locations along the deck boards	*Figure A-89*
Isolated Conditions	
Plant growth was observed at an isolated corner of the 1st level deck	*Figure A-90*
A missing board was observed at the southeast corner of the 1st level observation deck, tops of the joists exhibited deterioration	*Figure A-91*
A metal post was observed to be installed along the underside of the 2nd level. The post was observed deflecting laterally (see marked with dashed red line).	*Figures A-92 and A-93*
Heavy staining and deterioration were observed along the joists below the landing between the 1st and 2nd floors	*Figure A-94*
Loose/misaligned fasteners for balusters were observed at the top stairs at the 3rd level	*Figure A-95*
Metal joist hangers were observed along the underside of landing between the 4th and 5th levels. Missing fasteners were observed at sporadic locations along the hangers	*Figures A-96 and A-97*
Separations and indentations/hollows were observed along the stair treads of the 2nd to 3rd and 4th to 5th stairways	*Figures A-98 and A-99*
A metal collar was observed to be installed at an isolated area along the poles	*Figure A-100*
Heavy organic growth and section loss was observed along the stringer of the landing to 5th floor stairway	*Figure A-101*
Missing fasteners along stringer-to-tread angles along 2nd to 3rd level stairs	*Figure A-102*
Separation between end-nailed joist connection was observed at an isolated location along underside of 4th level deck	*Figure A-103*
Other Observations	
Embedded poles were observed outside the foundation footprint at the southeast corner of the tower. The poles appear to be for the entrance ramp location depicted in the original drawings.	*Figure A-104*

Conclusions and Recommendations

Based on the conditions observed during our limited visual survey of the existing structure and review of the available documents/information relating to the subject structure, BillerReinhart believes that, in its current condition, the observation tower is unsafe for use by the public. The tower has sustained vandalism/fire damage in 2006, hurricane flooding events in 2016 and 2017, overloading of its top deck in 2018, and additional hurricane flooding events in 2023 and 2024. Even though the tower has undergone repairs in 2006, 2018, and 2020, continued weathering and exposure to flooding events caused further damages and deterioration adversely affecting its structural integrity.

BillerReinhart recommends that the Linda Pedersen Park staff keep the tower closed and install signage in prominent locations warning the public not to access and use the observation tower. A perimeter barrier is recommended to be installed around the tower to delineate a safe distance away from the tower in the event the structure or portion of the structure collapses or elements of the structure detach. Until such time that the structure is repaired or replaced, it should be visually inspected regularly by amenity management (weekly) with supplemental structural inspections by a structural engineer every six (6) months.

BillerReinhart understands that the Hernando County Department of Parks and Recreation has already closed and prohibited public access to the tower citing that previous on-site inspections confirmed that the tower poses serious safety risks with continued use. Currently, two options are being considered by Hernando County authorities to address the unsafe conditions of the observation tower. Option 1 would be to demolish and re-build the existing observation tower. Option 2 would be to implement a renovation project that would restore the tower so the existing structure can safely continue its service life to the public. BillerReinhart has explored both options and has provided a summary of our findings below.

Option 1 – Demolish and Re-Build the Observation Tower

Based on the provided documents, BillerReinhart understands that the observation tower was constructed in 1994 by Schlotter Construction Inc. at a reported cost of $69,945. The tower has served as an amenity at Linda Pedersen Park for over 30 years. The tower has experienced multiple flooding events and has been damaged and subsequently repaired/remediated on multiple occasions. In 2024, park management budgeted for the removal of the observation tower in a capital improvement plan. In 2025, the tower was closed to the public due to serious safety concerns identified by previous structural inspections. Currently, Hernando County Facilities is soliciting a demolition contract for the structure.

From our review of the available information regarding the tower's history and condition, BillerReinhart anticipates that scope of work for Option 1, will likely include the following:

1. Observation Tower Structure Demolition
    a. Permitting
    b. Mobilization
    c. Labor
    d. Site Restoration

2. Design of New Observation Tower Structure
    a. Engineering Analysis
    b. Preparation of Structural Drawings
    c. Bidding and Permitting Assistance
    d. Construction Phase Services

3. Geotechnical Investigation

4. Construction of New Observation Tower Structure (estimated by the reported original construction cost adjusted for inflation) (1)
    a. Permitting
    b. Mobilization
    c. Labor
    d. Site Restoration

(1) https://www.bls.gov/data/inflation_calculator.htm

According to the estimated scope of work, BillerReinhart has prepared an engineer's opinion of probable cost (EOC) below for Option 1.

	Engineer's Opinion of Cost - Option 1	Cost
1.0	Demolition of Existing Tower	
		$ 52,035.00
2.0	Engineering Design of New Observation Tower	
		$ 85,000.00
3.0	Geotechnical Investigation	
		$ 10,000.00
4.0	Construction of New Observation Tower	
		$ 306,000.00
5.0	SUB-TOTAL	
		$ 453,035.00
6.0	Contingency (±20%)	
		$ 90,607.00
	TOTAL	$ 543,642.00

There may be an opportunity to re-use/incorporate the existing foundations into the new design for some cost savings. Please note, the estimated costs above

represent an engineer's opinion of cost, and do not necessarily include *all costs associated with construction projects*. BillerReinhart recommends consultation with a licensed contractor local to the area that specializes in lumber structure construction to obtain a more accurate estimate that incorporates current labor and material costs.

Option 2 – Restore Existing Observation Tower

During our assessment of the tower's current condition, BillerReinhart observed that the tower's structural components were exhibiting deterioration and damage in multiple locations. This includes section loss along lumber components (*Refer to Exhibit 2*), aged/deteriorated lumber components within the structure's deck, railings, stairways, and cladding (*Refer to Exhibits 3 and 4),* and heavy organic growth along decking and floor joists (*Refer to Exhibit 5)*.

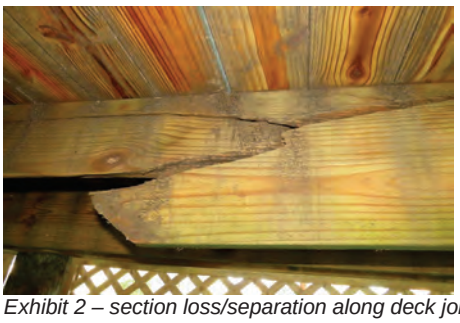


Exhibit 2 – section loss/separation along deck joist

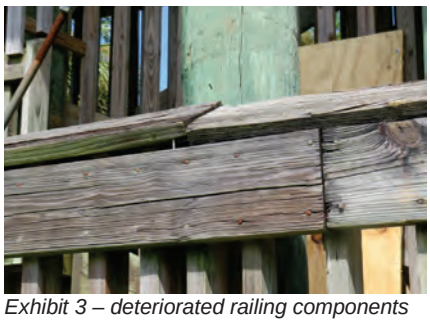


Exhibit 3 – deteriorated railing components

Exhibit 4 – Deterioration of decking

Exhibit 5 – Heavy organic growth

In addition, the lumber poles, which are critical load bearing members of the tower (gravity and lateral stability), also exhibited deterioration and signs of moisture intrusion. Conditions observed include pole top deterioration, (*Refer to Exhibit 6*), splitting/deterioration along the pole surfaces (*Refer to Exhibit 7*), and surficial moisture along the pole surfaces (*Refer to Exhibit 8*).

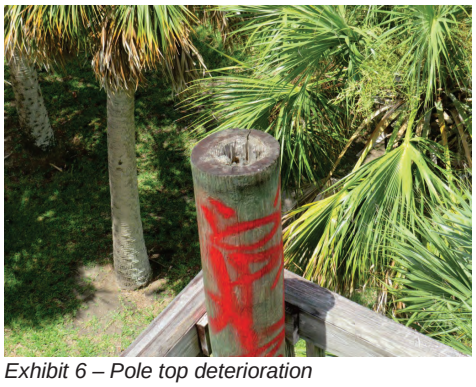


Exhibit 6 – Pole top deterioration

For the structure to be restored to safe operation, all the components exhibiting deterioration will need to be removed and replaced for public safety. This will expectedly include removal and replacement of the poles which support the stairway, deck systems, and lateral bracing of the tower.

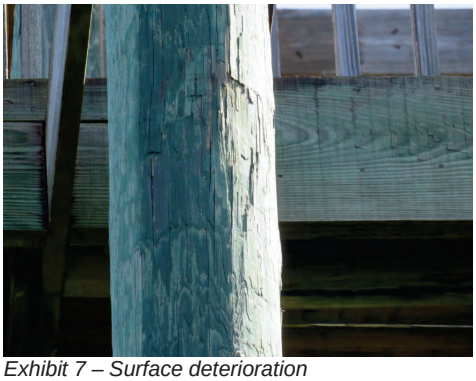


Exhibit 7 – Surface deterioration

The structure is exposed to conditions that are favorable to decay-causing biotic agents, such as moisture, oxygen, moderate temperatures, etc. Should the lumber poles be considered for re-use, testing methods would need to be employed to assess their structural integrity, such as acousto-ultrasonic (AU) testing, a non-destructive method used to evaluate the internal condition of timber poles. This testing detects and evaluates defects, damage, and variations in mechanical properties and is particularly useful for identifying early decay in wood poles. However, advanced deterioration, such as pole top deterioration, was observed.

Exhibit 8 – Surficial moisture

Service life expectancy for lumber utility poles ranges from 25 to 37 years [(2)] and 30 to 50 years [(3)]. Fifteen (15) of the poles are approximate 31 years of age and. one pole is 19 years of age. Most of the lumber poles have reached the range of service life expectancy. Therefore, testing should determine which poles are candidates for re-use and which need replacement. Also, testing will need to continue to monitor the structural integrity of the re-used poles and a plan, timeframe, and budget developed for a pole replacement program.

(2) https://www.hansenpolebuildings.com/2012/11/utility-poles/

(3) https://agostinoutilities.com/the-complete-guide-to-utility-pole-replacement-modern-methods-and-safety-considerations/

Depending on the results of the testing, the scope of work required to complete the tower restoration can vary considerably. In a scenario where it is determined that certain poles are unsuitable for continued use, a complex, temporary shoring system will need to be designed by a licensed structural engineer and installed by a contractor to facilitate the removal and replacement of the poles. A project manual will need to be developed by licensed structural engineer to provide specifications and detail drawings for the removal and replacement of the deteriorated deck, stairway, and railing components and any repairs to the poles.

Another factor to be considered when planning the structure's renovation is that the tower's components will likely need to be improved to meet updated/modern

building codes and safety standards. One example has been presented in the provided document *Linda Pedersen Observation Tower: Timeline,* prepared by Hernando County Department of Recreation. The document mentions an assessment of the tower conducted by a building official which reported that "end-nailed joists supporting the decking were observed to be dropping due to deteriorating fasteners (today's codes require joist hangers)." During our condition assessment, BillerReinhart observed that most of the deck joists appeared to be end-nailed with some of the connections separating at isolated

Exhibit 9 – Separation of end-nailed joist connection

Exhibit 10 – Metal joist hanger

locations (*Refer to Exhibit 9, circled in red*). The scope of work for the tower renovation will require installing new joist hangers at the deck joist connections. Furthermore, BillerReinhart observed metal joist hangers along the undersides of the 5th floor and 4th to 5th floor intermediate landing, likely installed to update the replaced joists to comply with current building codes (*Refer to Exhibit 10*).

In addition, BillerReinhart observed sections of the tower guardrails with gaps spanning greater than 4 inches between the balusters (*Refer to Exhibit 11)*. If the deteriorated baluster sections are to be replaced, they will need to be respaced to comply with the maximum 4-inch spacing requirements required by building codes.

Exhibit 11 – Gap between balusters measured to be greater than 4 inches

From our analysis of the tower's history and the information collected during our limited condition assessment, BillerReinhart anticipates that scope of work for Option 2 will include, but may not be limited to the following:

1. Testing of Pole Supports for Structural Integrity
    a. On-site testing
    b. Reporting

2. Geotechnical Investigation

3. Design of Project Manual for Remediation Project
    a. Engineering Analysis
    b. Preparation of Structural Drawings
    c. Bidding and Permitting Assistance
    d. Construction Phase Services

4. Renovation of New Observation Tower Structure
    a. Permitting
    b. Mobilization
    c. Select Demolition
        i. Note that a portion of the tower selected for partial demolition may reveal conditions that warrant further demolition than initially proposed due to adverse concealed conditions.
        ii. Additional engineering analysis may be required for altered conditions revealed during partial demolition.
    d. Shoring Engineering/Shoring
    e. Labor
    f. Site Restoration

5. Continued Monitoring of Pole Structural Integrity
    a. On-site testing
    b. Develop a plan, timeframe, and budget for a pole replacement program

According to the estimated scope of work, BillerReinhart has prepared an engineer's opinion of probable cost (EOC) below for Option 2.

	Engineer's Opinion of Cost - Option 2	Cost
1.0	Testing of Pole Supports for Structural Integrity	
		$ 10,000.00
2.0	Geotechnical Investigation	
		$ 10,000.00
3.0	Design of Project Manual for Remediation Project	
		$ 90,000.00
4.0	Renovation of New Observation Tower Structure	
		$301,098.60
5.0	Continued Monitoring of Pole Structural Integrity	
		$ 7,500.00
5.0	SUB-TOTAL	
		$418,598.60
6.0	Contingency (±20%)	
		$ 83,719.72
		$502,318.32

Please note, the estimated costs above represent an engineer's opinion of cost, and do not necessarily include *all costs associated with construction projects*. BillerReinhart recommends consultation with a licensed contractor local to the area that specializes in lumber structure construction to obtain a more accurate repair estimate that incorporates current labor and material costs.

The renovated tower will have components from the original construction. Therefore, a more thorough maintenance and monitoring protocol will be required than what would be initially for a new tower.

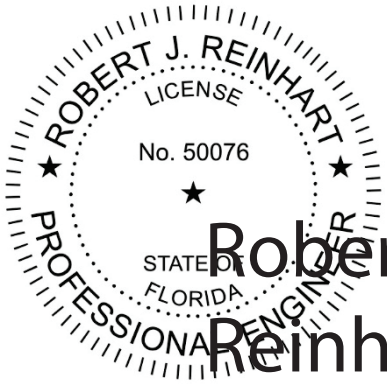
Neither the survey nor this report is intended to cover hidden defects, mechanical, electrical, or architectural features, nor environmental concerns. Unauthorized use of this report, without the permission of BillerReinhart, shall not result in any liability or legal exposure to Biller Reinhart Engineering Group, Inc.

Biller Reinhart Engineering Group, Inc. reserves the right to update the information contained in this summary if deemed necessary due to modified site conditions or the availability of new/additional information.

Thank you for offering us the opportunity to provide our services for this project. Please contact our office if you have any questions regarding this report.

Sincerely,

Biller Reinhart Engineering Group, Inc.



This item has been digitally signed and sealed. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Robert J Reinhart
Digitally signed by Robert J Reinhart
Date: 2025.09.02 17:25:15 -04'00'

Robert J. Reinhart, PE, SI, FRSE
Executive Vice President/Principal Structural Engineer

Attachments: Appendix A – Photographic Documentation

Appendix A

Figure A-1

Figure A-2

Figure A-3

Figure A-4

Figure A-5

Figure A-6

Figure A-7

Figure A-8

Figure A-9

Figure A-10

Figure A-11

Figure A-12

Figure A-13

Figure A-14

Figure A-15

Figure A-16

Figure A-17

Figure A-18

Figure A-19

Figure A-20

Figure A-21

Figure A-22

Figure A-23

Figure A-24

Figure A-25

Figure A-26

Figure A-27

Figure A-28

Figure A-29

Figure A-30

Figure A-31

Figure A-32

Figure A-33

Figure A-34

Figure A-35

Figure A-36

Figure A-37

Figure A-38

Figure A-39

Figure A-40

Figure A-41

Figure A-42

Figure A-43

Figure A-44

Figure A-45

Figure A-46

Figure A-47

Figure A-48

Figure A-49

Figure A-50

Figure A-51

Figure A-52

Figure A-53

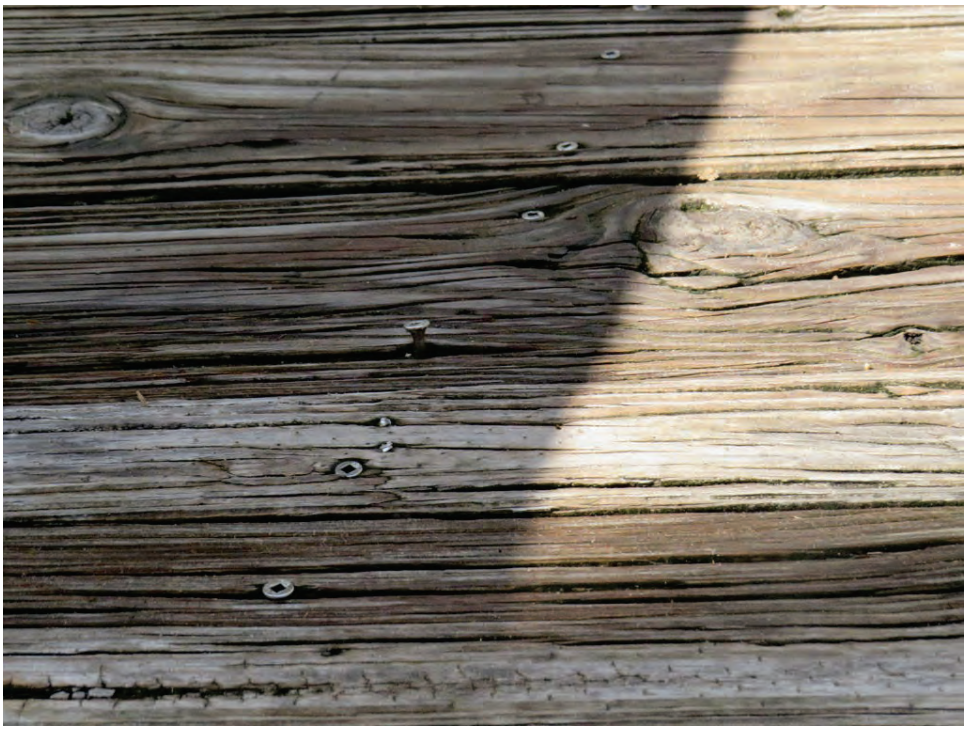


Figure A-54

Figure A-55

Figure A-56: First Level

Figure A-57

Figure A-58: Landing between First and Second Levels

Figure A-59

Figure A-60: Second Level

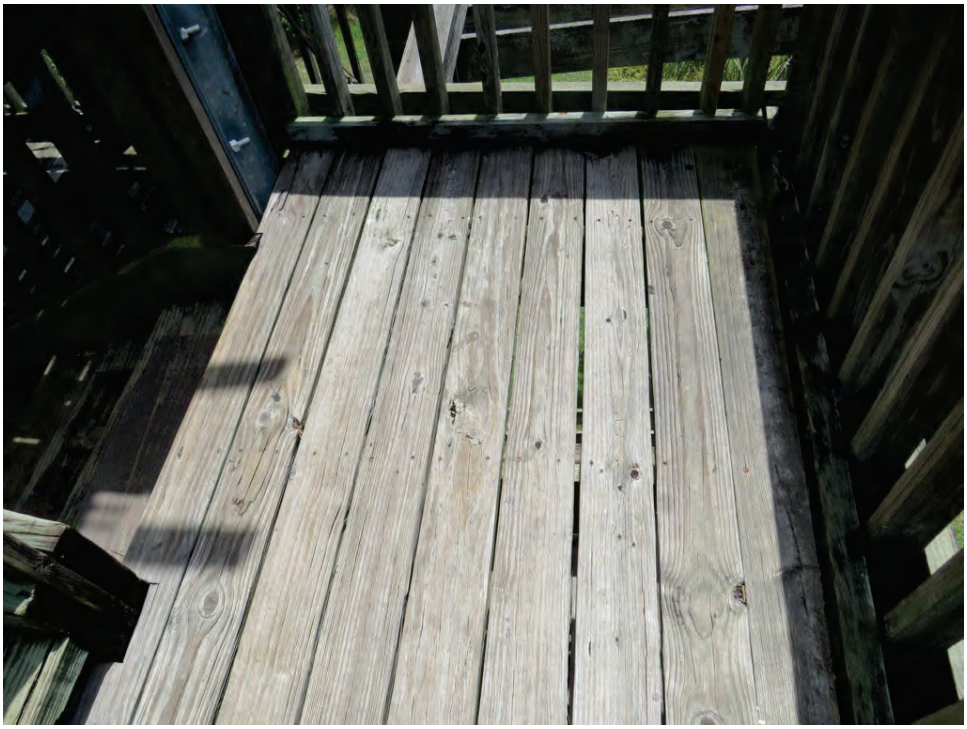


Figure A-61

Figure A-62

Figure A-63: Third Level

Figure A-64

Figure A-65: Fourth Level

Figure A-66: Fourth Level

Figure A-67: Fourth Level

Figure A-68

Figure A-69: Landing between Fourth and Fifth Levels

Figure A-70

Figure A-71: Fifth Level

Figure A-72

Figure A-73

Figure A-74

Figure A-75

Figure A-76

Figure A-77

Figure A-78

Figure A-79

Figure A-80

Figure A-81

Figure A-82

Figure A-83

Figure A-84

Figure A-85

Figure A-86

Figure A-87

Figure A-88

Figure A-89

Figure A-90

Figure A-91

Figure A-92

Figure A-93

Figure A-94

Figure A-95

Figure A-96

Figure A-97

Figure A-98

Figure A-99

Figure A-100

Figure A-101

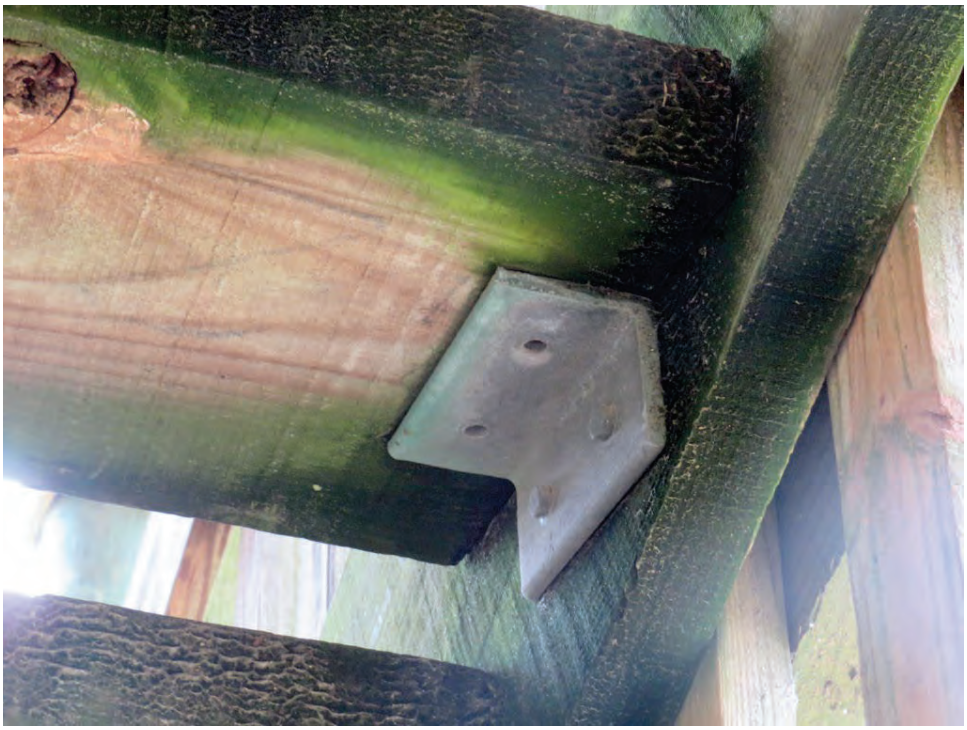


Figure A-102

Figure A-103

Figure A-104

Linda Pedersen Tower Removal

Project ID: 111906
Location of Project: Linda Pedersen Park
Phase: Design
Start Date: 10/01/2024
Estimated Completion Date: 09/30/2026
Importance of Project: 5

Area of Operations: Community Services
Project Manager: Parks & Recreation

Funding Source: General fund-Parks
Budget: 0011-04441-5303101/5606301
Grant Funding Source:
Additional Operating Costs: $0
N/A

Capital Improvement Project

Project Description

The Linda Pedersen Tower has been inspected and determined that the structure should be removed. Demolition in FY25.

Project Background

Linda Pedersen Tower inspection was conducted in Fiscal Year 2023 and determined that due to the age and frequent replacement of timber, the structure should be removed. FY2025 - New Structural inspection for possible replacement.

Project Justification

Ensure Public Safety.

Ramifications of Incomplete Project

N/A

111906 Linda Pedersen Tower Removal

Proposal Name	FY2025	FY2026
Amount		
111906 Linda Pedersen Tower Removal	$22,976	$50,000
AMOUNT	**$22,976**	**$50,000**

111906 Linda Pedersen Tower Removal

Fund Description	Department Description	Account Code	Object Code Description	Amount

Fund Description	Department Description	Account Code	Object Code Description	Amount
General Fund	Parks & Recreation	5303101	PROFESSIONAL SERVICES	$22,976
General Fund	Parks & Recreation	5606301	IMPROV (GRTR THAN 10,000)	$50,000
				$72,976

Powered by OpenGov

County of Hernando
Procurement Department
Carla Rossiter-Smith, Chief Procurement Officer
15470 Flight Path Drive, Brooksville, FL 34604

EVALUATION TABULATION

PQu No. 23-RFQ00435/TPR Q 2

Re-Quote Demolition of Port Authority & Observation Tower

RESPONSE DEADLINE: May 7, 2025 at 10:00 am
Report Generated: Wednesday, May 7, 2025

SELECTED VENDOR TOTALS

Vendor	Total
CROSS CONSTRUCTION SERVICES, INC.	$67,100.00
Cross Environmental Services, Inc.	$90,565.00
Property Services GC	$198,990.00

QUOTE 1 - BASE BID PORT AUTHORITY DEMOLITION

Quote 1 - Base Bid Port Authority Demolition					CROSS CONSTRUCTION SERVICES, INC.		Cross Environmental Services, Inc.		Property Services GC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Permitting	1	Lump Sum	$500.00	$500.00	$300.00	$300.00	$1,000.00	$1,000.00
X	2	Mobilization	1	Lump Sum	$1,500.00	$1,500.00	$2,000.00	$2,000.00	$15,000.00	$15,000.00
X	3	Equipment, materials, and labor for demolition of area (A) per plans in Exhibit A	1	Lump Sum	$19,600.00	$19,600.00	$27,740.00	$27,740.00	$62,000.00	$62,000.00

Quote 1 - Base Bid Port Authority Demolition					CROSS CONSTRUCTION SERVICES, INC.		Cross Environmental Services, Inc.		Property Services GC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	4	Site restoration to include backfill, grading, and sod	1	Lump Sum	$4,600.00	$4,600.00	$16,825.00	$16,825.00	$15,000.00	$15,000.00
Total						$26,200.00		$46,865.00		$93,000.00

QUOTE 2 - ALTERNATE OBSERVATION TOWER DEMOLITION

Quote 2 - Alternate Observation Tower Demolition					CROSS CONSTRUCTION SERVICES, INC.		Cross Environmental Services, Inc.		Property Services GC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Permitting	1	Lump Sum	$500.00	$500.00	$300.00	$300.00	$990.00	$990.00
X	2	Mobilization	1	Lump Sum	$1,500.00	$1,500.00	$2,000.00	$2,000.00	$15,000.00	$15,000.00
X	3	Equipment, materials, and labor for demolition of area (B) per plans in Exhibit A	1	Lump Sum	$33,500.00	$33,500.00	$26,650.00	$26,650.00	$75,000.00	$75,000.00
X	4	Site restoration to include backfill, grading, and sod	1	Lump Sum	$5,400.00	$5,400.00	$14,750.00	$14,750.00	$15,000.00	$15,000.00
Total						$40,900.00		$43,700.00		$105,990.00

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	CROSS CONSTRUCTION SERVICES, INC.	Cross Environmental Services, Inc.	Property Services GC
Bid Confirmation	Pass	Pass	Pass

Question Title	CROSS CONSTRUCTION SERVICES, INC.	Cross Environmental Services, Inc.	Property Services GC
Anti-Human Trafficking Affidavit	Pass	Pass	Pass
Foreign Countries of Concern	Pass	Pass	Pass

Alisa Pike

From:	Dennis O"Keefe
To:	Chris Linsbeck; Robert Talmage
Cc:	Kim Brady; Thomas Drummonds
Subject:	Linda Pedersen Park Tower
Date:	Monday, June 9, 2025 8:45:54 AM

Viewing Tower Structural Condition Report
Location: Linda Pedersen Park
Structure Name: Hernando Beach Viewing Tower
Date: June 9, 2025

1. Overview

This report outlines the condition of the aging viewing tower based on two on-site structural inspections conducted on **July 14, 2023**, and **June 6, 2025**. The observations highlight progressive structural deterioration due to aging materials, exposure to the elements, and inadequate fastening methods. The tower was constructed of heavy timber in 1994.The structure currently poses safety hazards to users and requires immediate attention.

2. Inspection Summary

Inspection Date: July 14, 2023
Key findings included:

- **Entry Ramp Issues:**
  The entry ramp exhibited signs of sagging and structural instability. There was evidence of wood decay near ground contact areas and uneven decking that presents a tripping hazard.
- **Guard Rail Deficiencies:**
  Multiple sections of the guard rails were loose, with some posts failing to resist lateral pressure. Fastener corrosion and poor attachment to the support structure were observed.
- **Joist Fastening Failure:**
  Numerous joists were found to be **end-nailed**, a practice not suitable for sustained load-bearing use. Several joists were **dropping** as the fasteners had loosened or failed entirely.
- **Rim Board Separation:**
  The **rim boards were detaching** from the joists, creating gaps that weaken the platform's lateral stability and load transfer.

Inspection Date: June 6, 2025
New and ongoing issues noted:

- **Missing Deck Plank:**
  A decking plank was completely missing from the main viewing platform, creating a **fall hazard** for visitors and exposing structural components to further weather damage.
- **Main Column Deterioration:**
  The tops of the **main vertical support columns** are **exposed to weather** and show signs of **internal deterioration**. Not sure how deep the moisture ingress has compromised the wood's integrity.
- **Stair Tread Instability:**
  The stair treads are supported by **galvanized angles attached to risers**, but the **fasteners have backed out**, causing the treads to **rock and shift** during use, increasing the risk of slips and falls.
- **Decking Attachment:** Decking in some areas has been re-attached several times. The surface area of the underlying joists should be evaluated for replacement.

---

3. Safety Concerns

- Risk of **falling** due to unstable treads and missing decking.
- Risk of **structural failure** in high-load areas, especially where joists and rim boards have separated or are inadequately fastened.
- Risk of **guard rail failure at entry ramp** due to weakened posts and insufficient fastening.

---

4. Recommendations

Immediate Actions (within 30 days):

- **Restrict access** to the structure until emergency repairs or stabilization can be completed.
- Secure or replace all **rocking stair treads** and reinstall missing **decking planks**.
- Install **temporary shoring or bracing** in areas with joist or column compromise.

Short-Term Repairs (within 3–6 months):

- Remove and **reinstall joists with proper hanger systems** or through-bolted framing anchors, eliminating all end-nailed connections.
- Reattach or replace **rim boards** to ensure complete perimeter support.
- Replace or reinforce all **guard rail posts and connections** to meet current safety standards.
- Cap or seal **main columns** to prevent further moisture ingress; consider invasive inspection or partial dismantling to assess internal decay.

Long-Term Options:

- Develop a **comprehensive rehabilitation plan** or explore full replacement if deterioration is too advanced.
- Use **weather-resistant materials** and modern fastening systems for any rebuild or refurbishment.
- Incorporate **code-compliant design features**, including ADA accessibility, anti-slip stair finishes, and updated guard rail dimensions.

---

5. Conclusion

The viewing tower has undergone significant deterioration over the years, with several safety-critical elements now in a state of failure or near-failure. The structure is currently **unsafe for public use** and requires either immediate stabilization and phased repairs or full decommissioning pending reconstruction. Failure to act promptly may lead to a complete structural failure, increasing liability and risk to public safety. For further analysis of structural capacities and main frame inspection, a Licensed Structural Engineer should be consulted for remedial work.

Dennis J. O'Keefe, CBO | Hernando County Building Official
Building Division | Development Services Department
789 Providence Blvd., Brooksville, FL 34601
Phone: (352) 754-4050 ext. 29021
Fax: (352) 754-4159
Email: dokeefe@hernandocounty.us
Website: https://www.hernandocounty.us
Office Hours: Monday-Friday, 7:30 AM – 4:00 PM

Board of County Commissioners

AGENDA ITEM

Meeting: 09/09/2025
Department: Administration
Prepared By: Jessica Wright
Initiator: Jeffrey Rogers
DOC ID: 16189
Legal Request Number:
Bid/Contract Number:

TITLE
2026 County Holiday Calendar and Board of County Commissioners Meeting Schedule

BRIEF OVERVIEW
Attached for the Board's consideration is the 2026 Hernando County holiday schedule prepared in accordance with the Holiday Policy. In addition, attached is the Board of County Commissioners' meeting schedule for 2026.

The meeting schedule allows for land use public hearings on the first Tuesday of every month. Regular Board meetings occur on the second and fourth Tuesday of each month, with exceptions in November and December due to the holidays.

Also, with Hernando County Day at the Capital being the fourth Tuesday in January, that month's regular board meeting has been moved to Thursday, January 29, 2026.

FINANCIAL IMPACT
N/A

LEGAL NOTE
The Board has the authority to take action on this matter pursuant to Chapter 125, Florida Statutes.

RECOMMENDATION
It is recommended the Board discuss and approve the attached 2026 Board of County Commissioners' meeting schedule as presented and have discussion and approve the attached 2026 Hernando County holiday schedule.

REVIEW PROCESS

Jan Houser	Approved	08/27/2025 11:34 AM
Omar DePablo	Approved	08/29/2025 2:44 PM
Pamela Hare	Approved	08/29/2025 2:56 PM
Heidi Prouse	Approved	08/29/2025 3:57 PM
Toni Brady	Approved	08/29/2025 5:00 PM
Jeffrey Rogers	Approved	09/01/2025 12:02 PM
Colleen Conko	Approved	09/02/2025 8:25 AM

RESULT: **ADOPTED**
MOVER: Ryan Amsler
SECONDER: Steve Champion
AYES: Hawkins, Campbell, Allocco, Amsler and Champion

HERNANDO COUNTY
BOARD OF COUNTY COMMISSIONERS
2026 HOLIDAY SCHEDULE

New Year's Day	**Thursday, January 1**
Martin Luther King, Jr., Day	**Monday, January 19**
Memorial Day	**Monday, May 25**
Juneteenth	**Friday, June 19**
Independence Day	**Friday, July 3**
Labor Day	**Monday, September 7**
Veterans Day	**Wednesday, November 11**
Thanksgiving Day	**Thursday, November 26**
Day after Thanksgiving	**Friday, November 27**
Christmas Eve	**Thursday, December 24**
Christmas Day	**Friday, December 25**
Floating Holiday (1) *	

DRAFT

*** All full-time, regular employees receive one floating holiday upon hire per year in addition to regular paid holidays. Request for leave must be approved in advance by your supervisor. The Floating holiday will not be carried over to the next calendar year.**

*** We recognize the importance of observing religious holidays for many of our team members and understand that faith plays a significant role in many lives. We value your contributions to our team. To accommodate those who may need to take time off for religious reasons that do not align with the County's standard holiday schedule, we encourage you to utilize your floating holiday, and we will not require proof or documentation.**

BOCC Draft: 9/9/2025

HERNANDO COUNTY
BOARD OF COUNTY COMMISSIONERS
2026 MEETING SCHEDULE

January 6 - Land Use Hearings
January 13 - BOCC Meeting
January 29 - BOCC Meeting

February 3 - Land Use Hearings
February 10 - BOCC Meeting
February 24 - BOCC Meeting

March 3 - Land Use Hearings
March 10 - BOCC Meeting
March 24 - BOCC Meeting

April 7 - Land Use Hearings
April 14 - BOCC Meeting
April 28 - BOCC Meeting

May 5 - Land Use Hearings
May 12 - BOCC Meeting
May 26 - BOCC Meeting

June 2 - Land Use Hearings
June 9 - BOCC Meeting
June 23 - BOCC Meeting

July 7 - Land Use Hearings
July 14 - BOCC Meeting
July 28 - BOCC Meeting
July 30 - Special Budget Meeting

August 4 - Land Use Hearings
August 11 - BOCC Meeting
August 25 - BOCC Meeting

September 1 - Land Use Hearings
September 8 - BOCC Meeting
September 10 - Budget Public Hearing (5:01pm)
September 22 - BOCC Meeting
September 22 - Budget Public Hearing (5:01pm)

October 6 - Land Use Hearings
October 13 - BOCC Meeting
October 27 - BOCC Meeting

November 10 - Land Use Hearings
November 17 - BOCC Meeting

December 1 - Land Use Hearings
December 15 - BOCC Meeting

DRAFT

***Additional workshops will be scheduled on BOCC meeting days to start at 1pm or later.**

BOCC Draft: 9/9/2025

HERNANDO COUNTY
BOARD OF COUNTY COMMISSIONERS
2026 HOLIDAY SCHEDULE

New Year's Day	**Thursday, January 1**
Martin Luther King, Jr., Day	**Monday, January 19**
Memorial Day	**Monday, May 25**
Juneteenth	**Friday, June 19**
Independence Day	**Friday, July 3**
Labor Day	**Monday, September 7**
Veterans Day	**Wednesday, November 11**
Thanksgiving Day	**Thursday, November 26**
Day after Thanksgiving	**Friday, November 27**
Christmas Eve	**Thursday, December 24**
Christmas Day	**Friday, December 25**
Floating Holiday (1) *	

*** All full-time, regular employees receive one floating holiday upon hire per year in addition to regular paid holidays. Request for leave must be approved in advance by your supervisor. The Floating holiday will not be carried over to the next calendar year.**

*** We recognize the importance of observing religious holidays for many of our team members and understand that faith plays a significant role in many lives. We value your contributions to our team. To accommodate those who may need to take time off for religious reasons that do not align with the County's standard holiday schedule, we encourage you to utilize your floating holiday, and we will not require proof or documentation.**

BOCC Approved: 9/9/2025

HERNANDO COUNTY
BOARD OF COUNTY COMMISSIONERS
2026 MEETING SCHEDULE

January 6 - Land Use Hearings
January 13 - BOCC Meeting
January 29 - BOCC Meeting

February 3 - Land Use Hearings
February 10 - BOCC Meeting
February 24 - BOCC Meeting

March 3 - Land Use Hearings
March 10 - BOCC Meeting
March 24 - BOCC Meeting

April 7 - Land Use Hearings
April 14 - BOCC Meeting
April 28 - BOCC Meeting

May 5 - Land Use Hearings
May 12 - BOCC Meeting
May 26 - BOCC Meeting

June 2 - Land Use Hearings
June 9 - BOCC Meeting
June 23 - BOCC Meeting

July 7 - Land Use Hearings
July 14 - BOCC Meeting
July 28 - BOCC Meeting
July 30 - Special Budget Meeting

August 4 - Land Use Hearings
August 11 - BOCC Meeting
August 25 - BOCC Meeting

September 1 - Land Use Hearings
September 8 - BOCC Meeting
September 10 - Budget Public Hearing (5:01pm)
September 22 - BOCC Meeting
September 22 - Budget Public Hearing (5:01pm)

October 6 - Land Use Hearings
October 13 - BOCC Meeting
October 27 - BOCC Meeting

November 10 - Land Use Hearings
November 17 - BOCC Meeting

December 1 - Land Use Hearings
December 15 - BOCC Meeting

***Additional workshops will be scheduled on BOCC meeting days to start at 1pm or later.**

BOCC Approved: 9/9/2025

Board of County Commissioners

AGENDA ITEM

Meeting: 09/09/2025
Department: Administration
Prepared By: Demetris Williams-Fagin
Initiator: Jeffery Rogers
DOC ID: 16305
Legal Request Number:
Bid/Contract Number:

TITLE
Appointment of Deanna Passarelli to Fine Arts Council Until December 31, 2029

BRIEF OVERVIEW
Three (3) vacancies exist on the Fine Arts Council due to the resignation of Maxine Winer, effective April 30, 2025. In addition, the Fine Arts Council requested the Board remove Mr. Isaiah Haddon as a member due to non-attendance in accordance with BOCC Policy No. 06-01.

A news release was issued accepting applications from individuals interested in serving on the Fine Arts Council. As a result of the news release, one application was received from Deanna Passarelli. The applicant has been verified as being a resident and registered voter in Hernando County.

The Fine Arts Council members have been advised of the application received.

FINANCIAL IMPACT
N/A

LEGAL NOTE
The Board is authorized to act on this matter pursuant to Chapter 125, Florida Statutes.

RECOMMENDATION
It is recommended that the Board appoint Deanna Passarelli to serve as a member on the Hernando County Fine Arts Council, effective until December 31, 2029. Approve of the Letter and Certificate of Appreciation for Maxine Winer. In addition, it is recommended that the Board remove Mr. Isaiah Haddon as a member from the Council due to non-attendance in accordance with BOCC Policy No. 06-01.

REVIEW PROCESS

Jessica Wright	Approved	08/22/2025 2:33 PM
Pamela Hare	Approved	08/28/2025 10:48 AM
Jon Jouben	Approved	08/28/2025 12:25 PM
Heidi Prouse	Approved	08/29/2025 11:20 AM
Toni Brady	Approved	08/29/2025 1:06 PM
Jeffrey Rogers	Approved	09/03/2025 6:13 AM
Colleen Conko	Approved	09/03/2025 8:08 AM

RESULT: **ADOPTED**
MOVER: Steve Champion
SECONDER: John Allocco

AYES:	Hawkins, Campbell, Allocco, Amsler and Champion

RECEIVED
JUN 15 2025
By Demetria Williams-Fagan

HERNANDO COUNTY
BOARD OF COUNTY COMMISSIONERS
BOARD/COMMITTEE APPLICATION

Please type or print clearly

Name of Board/Committee Fine Arts Council

Check one: ☑ **Full Member Position**
☐ **Alternate Member Position**

Name Deanna Passarelli
(Your name must be listed as it appears on your voter registration card)

THE FOLLOWING INFORMATION IS REQUIRED FOR COUNTY RECORDS AND BECOMES PUBLIC RECORD UPON SUBMITTING THIS APPLICATION. IF YOU BELIEVE THAT YOU QUALIFY FOR AN EXEMPTION TO THE RELEASE OF THIS INFORMATION, PURSUANT TO F.S. 119.07, PLEASE STATE THE BASIS OF YOUR EXEMPTION. YOUR FAILURE TO ANSWER FULLY AND TRUTHFULLY ALL QUESTIONS COULD RESULT IN YOUR APPLICATION BEING DENIED OR YOUR SUBSEQUENT REMOVAL FROM ANY BOARD/COMMITTEE IF APPOINTED.

Address 26641 Mondon Hill Rd

City Brooksville **Zip** 34601

Telephone 203-943-2019 **(home)** _____ **(business)**

E-mail address deannapassarelli@gmail.com

Are you a resident of Hernando County? Yes

Voter Registration Number _____

Education BFA Fine Arts, Lyme Academy College of Fine Arts, 2012
(Please include any certificates, awards, diplomas, degrees, professional license numbers, etc.)

Employment History 7 Years Museum Quality Custom Picture Framing, 5 Years Antiques Dealer Management and Design Consulting
(Attach a resume if available)

Licenses or Certificates Held _____

Have you ever previously applied for a position on any County Board/Committee? No

If yes, please state the Board(s)/Committee(s) you applied for, when you applied, and whether you were appointed.
n/a

Have you ever been convicted, plead guilty or no contest, or entered into PTI for a felony or 1st/ 2nd degree misdemeanor? No
Answering yes does not automatically disqualify you for consideration.

If yes, what charges? n/a

Are you currently involved as a defendant in a criminal case? No

If yes, what charges? n/a

Have you ever been named as a defendant in a civil action suit? No

If yes, when and describe action. n/a

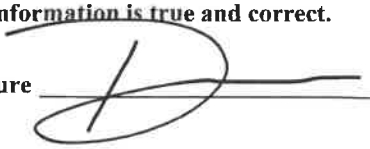
Please state your reasons for applying to this Board/Committee I feel my fine art background could benefit this fine county I am proud to be a part of.

Please list three character references of persons NOT related to, NOT an employer, NOT an employee of you or your company, and whom you have known at least one (1) year. Please include addresses and phone numbers.

1. Courtney Richter - Georgia - 203-451-9309
2. Jacob Herman - Connecticut - 203-703-8762
3. Jacqueline Sherwood - Florida - 215-869-0365

I hereby request consideration as a committee/board appointee. It is my intention to familiarize myself to the duties and responsibilities of the office to which I may be appointed, and to fulfill the appointment to the best of my ability, exercising good judgement, fairness, impartiality, and faithful attendance. By my signature below, I hereby authorize Hernando County to check my references and my background, including, without limitation, obtaining a criminal history check. I also agree to file a Financial Disclosure form as required by State law, if applicable, and abide by provisions of the State Sunshine Law.

I hereby swear and affirm, under Penalty of Perjury, that the above information is true and correct.

Applicant s signature 

(Please direct all inquiries to the County Administrator s Office at 754-4002.)

Completed applications may be submitted to the County Administrator's office, 15470 Flight Path Drive, Brooksville, Florida 34604, or faxed to 352-754-4025 Attention: Jessica Wright.

Hernando County
Background Consent / Release Form

As a volunteer applicant, I understand and acknowledge that an investigative report may be compiled on me. This report may include information regarding any criminal records, and from various public and private sources including law enforcement agencies at the Federal, State or County level, courts record repositories, sexual offender registries and any other source required to verify information that I have voluntarily provided.

PERSONAL INFORMATION

Legal Name: Deanna Passarelli

Date of Birth: 11-25-1990

Other Names Used: _____

(Legal Name) First M.I. Last

Dates Used (from/to): _____

Home Phone #: _____

Cell Phone #: _____

E-mail Address: _____

Are you 18 years of age or older? ☐ Yes ☐ No

GEOGRAPHIC INFORMATION

Current Address: 26641 Mondon Hill Rd

City, State, Zip : Brooksville FL 34601

Time at this address: 3 Years _____ Month

Previous Address: _____

City, State, Zip : _____

Time at this address _____ Years _____ Month

By signing below, you hereby authorize, empower and release from all liability, without reservation, any agency contacted by Hernando County to furnish the above-mentioned information. You further authorize ongoing procurement of the above-mentioned information at any time during your relationship with Hernando County. You agree that a fax or photocopy of this authorization is to be considered and accepted with the same authority as the original.

_____ 7-13-25

Applicant's Signature Date

BOARD OF COUNTY COMMISSIONERS

15470 FLIGHT PATH DRIVE ◆ BROOKSVILLE, FLORIDA 34604
P 352.754.4002 ◆ F 352.754.4477 ◆ W www.HernandoCounty.us

September 9, 2025

Ms. Deanna Passarelli
26641 Mondon Hill Road
Brooksville, FL 34601

Dear Ms. Passarelli,

I am pleased to advise you that at the Hernando County Board of County Commissioners' meeting held today, the Board appointed you to serve as a regular member on the Hernando County Fine Arts Council, effective until December 31, 2029. Enclosed is your Certificate of Appointment.

Members are subject to Florida's Government in the Sunshine Law, s. 286.011, F.S., commonly referred to as the Sunshine Law. The Sunshine Law provides a right of access to governmental proceedings of public boards or commissions at both the state and local levels. The law is equally applicable to elected and appointed boards and applies to any gathering of two or more members of the same board to discuss some matter which will foreseeably come before that board for action. Members-elect to such boards or commissions are also subject to the Sunshine Law, even though they have not yet taken office.

There are three basic requirements of s. 286.011, F.S.:

(1) meetings of public boards or commissions must be open to the public;
(2) reasonable notice of such meetings must be given; and
(3) minutes of the meetings must be taken and promptly recorded.

For a free digital copy of the Sunshine Manual, please visit www.myfloridalegal.com/sun.nsf/sunmanual. If you ever have any specific questions or concerns, please feel free to contact the Hernando County Attorney's Office at (352) 754-4122.

Should you have any questions regarding your membership on the Fine Arts Council, please contact this office at (352) 754-4002.

On behalf of the Board of County Commissioners, I would like to thank you for your desire to be of service to Hernando County. We appreciate your time and effort.

Sincerely,

Brian Hawkins, Chairman
Board of County Commissioners
Hernando County, Florida

Enclosure

Certificate of Appointment

presented to

Deanna Passarelli

In recognition of your reappointment
to the
Hernando County Fine Arts Council

In Witness Whereof, the undersigned have affixed the seal
of Hernando County, Florida, this 9th day of September 2025

Chairman

Clerk of Circuit Court

Certificate of Appreciation

presented to

Maxine Winer

for your dedicated service as a member
on the
Hernando County Fine Arts Council

In Witness Whereof, the undersigned have affixed the seal
of Hernando County, Florida, this 9th day of September 2025

Chairman

Clerk of Circuit Court

BOARD OF COUNTY COMMISSIONERS

15470 FLIGHT PATH DRIVE ◆ BROOKSVILLE, FLORIDA 34604
P 352.754.4002 ◆ F 352.754.4477 ◆ W www.HernandoCounty.us

September 9, 2025

Ms. Maxine Winer
1142 West Jefferson Street
Brooksville, FL 34601

Dear Ms. Winer:

The Hernando County Board of County Commissioners appreciate your service on the Hernando County Fine Arts Council and wish to take this opportunity to thank you for your dedicated service to the citizens of Hernando County since October 2022.

Your dedication and contributions made during your tenure are truly appreciated. Please accept the enclosed Certificate of Appreciation as a token of the Board's gratitude. Again, thank you for your service.

Yours truly,

Brian Hawkins, Chairman
Board of County Commissioners
Hernando County, Florida

From: Max Grey
To: Jessica L Wright
Subject: Hernando Arts Council Resignation
Date: Wednesday, April 30, 2025 9:14:56 AM

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

To whom it may concern,
I, Maxine Winer, am resigning my position as a board member for the Hernando County Fine Arts Council effective immediately.

Thank you

Best Regards,
Maxine Winer

Sent from my iPhone

BOARD OF COUNTY COMMISSIONERS

15470 FLIGHT PATH DRIVE ◆ BROOKSVILLE, FLORIDA 34604
P 352.754.4002 ◆ F 352.754.4477 ◆ W www.HernandoCounty.us

September 9, 2025

Mr. Isaiah Haddon
10298 Hemlock Street
Spring Hill, FL 34608

Dear Mr. Haddon:

The Hernando County Board of County Commissioners, at their meeting on September 9, 2025, unanimously approved your removal from the Fine Arts Council citing lack of attendance as justification for removal.

Please accept the enclosed Certificate of Appreciation as a token of the Board's gratitude. Although we regret having to declare the seat vacant, we understand that there may be situations beyond your control preventing you from actively participating as a member of the Fine Arts Council.

Yours truly,

Brian Hawkins, Chairman
Board of County Commissioners
Hernando County, Florida

Certificate of Appreciation

presented to

Isaiah Haddon

for your dedicated service as a member
on the
Hernando County Fine Arts Council

In Witness Whereof, the undersigned have affixed the seal
of Hernando County, Florida, this 9th day of September 2025

Chairman

Clerk of Circuit Court

From: HCFAC Admin
To: Jessica L Wright; Demetris Williams-Fagin
Subject: Removal of Board Member
Date: Tuesday, August 26, 2025 2:04:27 PM
Attachments: HCFAC Attendance Roster.pdf

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

To whom it may concern,

In compliance with the BOCC policy No. 06-01- 10 (attendance) and in accordance with the HCFAC's By-Laws, we would like to request the removal of Isaiah Haddon from the HCFAC Board effective immediately.

Mr. Haddon has had many successive absences form HCFAC monthly meetings for the past year, as our records show. We have made every attempt to contact him and make it work with his schedule, but unfortunately are now recommending his removal after seven consecutive absences in 2025 alone.

Please see our 2025 attendance records attached for your reference.

Respectfully,

Jessica Knutila
Office Manager
352-587-8062 | www.hernandoarts.org

SAVE THE DATE: The Hernando Beach Front Porch Art Walk returns on Saturday, September 6!

Thank you for reaching out to the Hernando County Fine Arts Council! Please note that our office operates on Tuesdays, and our part-time office manager will respond to your inquiry during office hours. We appreciate your understanding, as we are a volunteer organization dedicated to serving our community. Your patience is valued, and we look forward to connecting with you soon.

HERNANDO COUNTY FINE ARTS COUNCIL

Updated: 04/30/2025

Name	Address	Phone	Appointed	Expires
Pedram Moghaddam-**CHAIR**	14250 Old Crystal River Road Brooksville, FL 34601	813-466-8249 (H) cityart@cityofbrooksville.us	2/8/2022	**12/31/2025**
Nidia Pierre	4265 Braemere Drive Spring Hill, FL 34609	727-479-6318 mrapierressi@gmail.com	12/14/2022	**12/31/2026**
Isaiah Haddon	10298 Hemlock Street Spring Hill, FL 34608	352-301-2979 haddonisaiah@gmail.com	3/22/2022	**12/31/2026**
Jerry Diane Greenwell	3267 Flamingo Blvd. Hernando Beach, FL 34607	352-606-3720 dianemgreenwell@gmail.com	3/22/2022	**12/31/2026**
Cheryl Ann Hill	22403 Snow Hill Road Brooksville, FL 34601	352-799-4008(H) 352-584-0429 (M) hillrusk@gmail.com	12/14/2022 5/28/2019	**12/31/2026** 12/31/2022
Sheryl Lisa Hannon-Council	12300 Ascott Lane Spring Hill, FL 34609	727-237-5808 (C) slisahannon@gmail.com	2/28/2023	**12/31/2027**
Ronald Coles	3459 Hanging Moss Loop Spring Hill, FL 34609	207-229-5321 (C) rrclegal@yahoo.com	7/25/2023	**12/31/2027**
Roxanne Campbell	4293 Biscayne Drive Hernando Beach, FL 34607	352-942-3007 loladavinci3@outlook.com	04/23/2024	**12/31/2028**
Joan LoBianco	1481 Fergason Avenue Spring Hill, FL 34609	352-238-6739 jnlobianco@yahoo.com	08/13/2024	**12/31/2028**
Nina Mattei	20 Pine Street Brooksville, FL 34601	352-422-2608 (H) ninamattei@comecast.net	12/17/2024 01/12/2021	**12/31/2028** 12/31/2024

Dakota Horton	1248 Olmes Road Brooksville, FL 34601	615-240-1550 (H) dakotam@usf.edu	6/11/2024	**12/31/2028**
Cynthia Lee Gandy	20133 Suncrest Drive Brooksville, FL 34601	352-238-1327 Amethyst6978@gmail.com	3/11/2025	**12/31/2029**
VACANT				
VACANT				
VACANT				
Past Members				
Maxine Winer	1142 West Jefferson Street Brooksville, FL 34601	516-509-3271 (C) rustivejadeartcollective@gmail.com	10/11/2022	**12/31/2025** **Resigned 4/30/2025**
Allisa Babor	5178 Culbreath Road Brooksville, FL 34601	352-232-5845 (C) allisa@rootscreative.com	12/14/2022 5/28/2019	**12/31/2026** 12/31/2022 **Resigned 02/13/2025**
Samuel C. Freeman	9108 Vicksburg Road Spring Hill, FL 34608	352-232-1683 Dreachris2@gmail.com	12/31/2018 2/25/2014	**12/31/2022** 12/31/2018
Marla Sticka	4618 Golf Club Lane Spring Hill, FL 34609	727-710-6827 (C) marlajsticka@gmail.com	8/22/2023	**12/31/2027** **Resigned 08/02/2024**
Alison Papantoniou	812 Buena Vista Avenue Brooksville, FL 34601	703-638-4316 (C) alisonkpapa@gmail.com	10/11/2022	**12/31/2025** **Resigned 1/18/24**

John David Hanna	8436 Moonlight Avenue Brooksville, FL 34613	352-340-7532 (C) johndavidhanna@line.com	8/22/2023	**12/31/2027** **Resigned 7/2/2024**
Judy Polatschek	4529 Flounder Drive Hernando Beach, FL 34607	352-596-3347 jpolatschek@gmail.com	12/14/2022	**12/31/2026** **Resigned 10/7/23**
Autum Proctor	10200 W Fishbowl Drive Homosassa, FL 34448 **Updated Address on 7/22/24**	603-560-5003 travelingparties@gmail.com	12/14/2022	**12/31/2026** **Resigned 3/4/24**
Linda Allen	4992 Championship Cup Lane Spring Hill, FL 34609	352-796-1414 Lindaallen618@tampabay.rr.com	12/14/2022	**12/31/2026** **Resigned 6/30/23**
Mary E. “Beth” Putnam	6 Crosby Street Brooksville, FL 34601	352-573-8208(C) Bethputnam61@gmail.com	12/15/2020 6/28/2016	**12/31/2024** 12/31/2020 **Resigned 4/22/23**
Michael Dolan	5373 Cappleman Loop Brooksville, FL 34601	360-359-0568(C) mjdolanski@gmail.com	12/15/2020	**12/31/2024** **Resigned 5/12/23**
Teresa Robinson	5027 Tiburon Avenue Spring Hill, FL 34608	970-250-1991 (C) 352-600-4242 (H) Stormwavemedia@gmail.com	6/25/2019	**12/31/2022**
Kure Christina Walters	19376 Fort Dade Avenue Brooksville, FL 34601	kure82@hotmail.com 352-390-6290	5/28/2019	**12/31/2022** **Resigned 11/5/22**
Cristina Stenstrom	2266 Hillandale Ave. Spring Hill, FL 34609	352-293-5421 (H)	**5/10/2022**	**12/31/2025** **Resigned 11/3/22**

Paul O. Shaskan	9386 Apple Valley Drive Weeki Wachee, FL 34613	352-597-7435 Poiw@yahoo.com	12/31/2015 8/28/2012	12/31/2020 12/31/2015
Sommer Brocuglio	14250 Old Crystal River Road Brooksville, FL 34601	727-831-9993 1133summerb@gmail.com	3/22/2022	**12/31/2026** **Resigned** **7/28/2022**
Martha Ziemski	3224 Hibiscus Drive Hernando Beach, FL 34607	501-425-5301 (H) diwizi@gmail.com	5/11/2021	**12/31/2025** **Resigned** **7/30/2022**
Jessica Knutila	11220 Homeway Street Spring Hill, FL 34609	352-442-7390 (H)	01/12/2021	**12/31/2024** **Resigned** **7/28/2022**
Barbara Blavatt	4554 Secretariat Run Spring Hill, FL 34609	352-345-8315(H) 859-512-5370(B) barbblavatt@gmail.com	12/15/2020 11/15/2016	**12/31/2024** 12/31/2020 **Resigned** **3/25/22**
Sandra M. Brown	8020 Victoria Way Weeki Wachee, FL 34613	310-941-1534 (C) Brownsm10@gmail.com	11/27/2018	12/31/2022 **Resigned** **12/31/2021**
Diane Fournier	3596 Gulf Coast Drive Hernando Beach, FL 34607	352-263-0218 malonedee@aol.com	12/14/2021	12/31/2026 **Resigned** **12/29/21**
Jody Tadlock	172 Lark Avenue Brooksville, FL 34601	352-942-7827(C) eh-p@hotmail.com	12/15/2020	12/31/2024 **Resigned** **1/7/2021**
Michael Nolen	117 S. Brooksville Avenue Brooksville, FL 34601	303-269-1459 (H) solanocte@aol.com	5/11/2021	12/31/2025 **Resigned** **11/5/2021**

William Davie Yerrick	9370 Burnam Drive Weeki Wachee, FL 34613	352-596-9323 (H) Billyd11844@tampabay.rr.com	2/28/2017 1/22/2013	12/31/2021 12/31/2016
David R. Latscha	PO Box 3773 Spring Hill, FL 34611	352-210-9176 813-955-2340 (B)	12/10/2018	12/31/2022 **Resigned 8/4/2021**
Tina Jarvis	5373 Cappleman Loop Brooksville, FL 34601	360-888-7951 jarvisti@gmail.com	11/15/2016	12/31/2020
Peggy Pope	27038 Redfox Drive Brooksville, FL 34602	813-380-1424 Pblack5594@aol.com	11/15/2016	12/31/2020
Michael M. Goldman	P.O. Box 6715 Spring Hill, FL 34611	352-556-3350 (H) 352-238-8524 (C) Mgoldman20@tampabay.rr.com	2/28/2012	**9/25/2012 (resigned)** 12/31/2015
Anne Buckingham	33449 Ohio Avenue Ridge Manor, FL 33523	352-583-2441	4/12/2011	**10/11/2012 (resigned)** 12/31/2013
Deborah Lynn Dollar	10335 Rain Forest Road Brooksville, FL 34601	352-799-7294 (H) SPBE3@aol.com	7/10/2012	**2/25/2014 (resigned)** 12/31/2015
Kimberly S. Bryant	34760 Orchid Parkway Ridge Manor, FL 33523	352-583-0102 (H) 352-799-6974 (w) kimbryant@tampabay.rr.com	8/28/2012	**2/25/2014 (resigned)** 12/31/2015
Lili E. Southerland	942 Village Drive Brooksville, FL 34601	352-796-3043 (H) 352-346-4286 (C) lilisoutherland@att.net	1/14/2014 10/9/2012	10/10/2014 (resigned) 12/31/2017 12/31/2013
Denzil Southerland	942 Village Drive	southilldenzil@aol.com	(Non-appointed	9/30/2014

(Daughter)	Brooksville, FL 34601		position) PAID	(resigned)
Steven W. Johnson	764 Winthrop Drive Spring Hill, FL 34609	727-207-6067 (H) 308-340-4139 (W) Steven.johnson@westernalum.org	1/22/2013	12/31/2016 (declined appt.)
Mary Rightmyer	4395 Larkenheath Dr. Spring Hill, FL 34609	352-556-3575 mozartnmary@aol.com	1/14/2014 7/23/2013	12/31/2017 12/31/2013
Susan Marie Jurkiewicz	9118 Alexandria Dr. Weeki Wachee, FL 34613	352-597-6640 slakehuron@gmail.com	7/23/2013	9/11/2014 (resigned) 12/31/2014
Samuel A. Wagoner	21042 Dandy Rd. Brooksville, FL 34601	352-584-8647 (H) 352-540-6786 (B) w_sam_m@yahoo.com	8/27/2013	(resigned) 12/31/2014
Michael A. Nolen	4599 Copper Hill Dr. Spring Hill, FL 34609	352-293-4020 (H) 303 269 1459 (C) solanocte@aol.com	8/27/2013	7/21/2014 (resigned) 12/31/2015
Jeanette Conde Lewis	4014 Seadragon Bluff Spring Hill, FL 34609	352-263-4149 352-797-7095 Ext. 288 Jclewis0318@gmail.com	2/25/2014	9/8/2014 (resigned) 12/31/2018
Emilio “Sonny” De Vergara	5075 White Road Brooksville, FL 34602	352-797-7481 (H) 352-279-0729 (C)	2/25/2014	6/6/2018 (resigned) 12/31/2018
Michael Nicholson	7298 Sherman Hills Blvd. Brooksville, FL 34602	352-428-9135 352-797-7015 Michaelsonart@hotmail.com	5/13/2014	7/4/2014 (resigned) 12/31/2018
Jessi Poole	5154 Valley View Drive Brooksville, FL 34601	352-340-9233 352-354-4360 Xbored22@yahoo.com	8/12/2014	9/8/2015 (removed) (lack of attendance) 12/31/2018
Lisa Callea	2367 Old Oak Trail Brooksville, FL 34604	352-428-9275 lmcallea@yahoo.com	10/28/2014	10/10/2016 (resigned)

				12/31/2018
Elizabeth Love	11857 Wexford Boulevard Spring Hill, FL 34609	352-796-6801 Love-betty@hotmail.com	1/27/2015	9/10/2015 (resigned) 12/31/2019
Judy Ann Polatschek Palais	4529 Flounder Drive Hernando Beach, FL 34607	352-596-3347 jpolatschek@gmail.com	9/8/2015	3/1/2016 (resigned) 12/31/2019
Donna Mackey	13183 Hazel Crest Street Spring Hill, FL 34609	352-587-6950 (H) 352-238-5117 (C) Donna.mackey@yahoo.com	5/10/2016	(resigned) 12/31/2020
Victoria Lynn Roush	9556 Horizon Drive Spring Hill, FL 34608	305-766-3706 (C) Vicki.roush@gmail.com	5/10/2016	7/5/2018 (resigned) 12/31/2020
Robert Koetter	12491 Lombardy Street Spring Hill, FL 34608	352-606-2665 Rkoetter53@gmail.com	2/28/2017	8/8/2017 (resigned) 12/31/2021
Marcia A. Hood	27291 Old Trilby Road Brooksville, FL 34602	352-796-2795 Yellowrosebeta66@gmail.com	5/9/2017	11/27/2018 (resigned) 12/31/2021
Mr. Joseph Kruse	3449 Cyclone Drive Pine Island, FL 34607 Mailing Address: P.O. Box 209 6252 Commercial Way Weeki Wachee, Florida 34613	352-597-8442 Josephkruse997@gmail.com	5/9/2017	6/15/2018 (resigned) 12/31/2021
Andrea Freeman	9108 Vicksburg Road Spring Hill, FL 34608	352-232-1683 Dreachris2@gmail.com	2/25/2014	12/31/2018 (expired) 12/31/2018
Roger Carlton Sherman Deceased February 2019	3400 Station Boulevard Brooksville, FL 34604	352-799-2627 (H) 813-404-0489 (C) castlemore@aol.com	3/10/2015 1/14/2014 9/13/2011	12/31/2019 4/1/2014 (resigned) 12/31/2017 12/31/2013
John H. Cornell, Jr.	11147 Heathrow Ave. Spring Hill, FL 34609	jcornell1@tampabay.rr.com 352-277-1873	5/28/2019	12/31/2022 3/30/2020 (resigned)

Tanya Star Myers	9384 Long Island Road Brooksville, FL 34613	352-584-2856 justbville@yahoo.com	5/28/2019	12/31/2022 12/15/2020 (removed – lack of attendance)

14 Current Active Members (15 Total Authorized)
DOES NOT file Financial Disclosure
4-year terms in addition to filling expired terms
Commissioner Ryan Amsler is the Commission's Ex Officio member

Hernando County Fine Arts Council Attendance Roster

HCFAC 2025 Attendance	Jan 2025	Feb 2025	Mar 2025	Apr 2025	May 2025	Jun 2025	Jul 2025	Aug 2025	Sep 2025	Oct 2025	Nov 2025	Dec 2025
Cheryl Hill	P	E	P	P	P	E	P	P				
Cindy Mahon Gandy	n/a	n/a	n/a	P	E	A	P	P				
Dakota Horton	P	P	P	E	P	E	P	E				
Diane Greenwell	P	P	P	P	E	p	P	P				
Isaiah Haddon	P	A	A	A	A	A	A	A				
Jessica Knutila (admin)	P	P	P	P	P	P	P	P				
Joan LoBianco	P	P	P	P	P	E	P	P				
Lisa Council	P	E	P	A	P	P	P	P				
Nidia Pierre	P	P	E	P	P	P	P	P				
Nina Mattei	P	P	A	P	P	P	P	P				
Pedram Moghaddam	P	P	P	P	P	P	E	P				
Ron Coles	E	**U**	P	P	E	P	P	E				
Roxanne Campbell	P	E	P	P	P	P	E	P				
VACANT												
VACANT												
VACANT												

P Present
E Excused (Informed Chair prior to meeting)
U Unexcused
A Absent but TBD by Chair

ARTICLE V - MEMBERSHIP AND ORGANIZATION
4. Removal. T..."HCFAC members, may remove any member of the HCFAC for good cause including,.....or continuing unexcused absence." (2003).]

2025 FLORIDA STATUES
456.011 Boards; organization; meetings; compensation and travel expenses.—

"Three consecutive unexcused absences or absences constituting 50 percent or more of the board's meetings within any 12-month period shall cause the board membership of the member in question to become void, and the position shall be considered vacant.

APPOINTMENT OF COUNTY BOARD/COMMITTEE MEMBERS

POLICY NO. 06-01

PURPOSE:

It is the intent of the Board of County Commissioners by adoption of this policy to solicit public interest and to establish a fair and equitable procedure for appointments, reappointments, or replacement of members to County boards/committees.

POLICY:

1. A news release will be placed in local newspapers of general circulation advising of any opening on County boards/committees and the qualifications for said positions. The news release will indicate that letters of interest and applications are being accepted by the Board of County Commissioners for these positions. A deadline will be established for receiving these applications and will be noted in the news release.

2. Individuals who already are serving on a County board/committee whose terms are expiring will be notified of the expiration of their term approximately six weeks prior to the date of term expiration. They will be required to submit a letter of interest and a revised application as to whether they wish to continue serving on said board/committee. If a letter is not received from the individual whose term is expiring, it will be assumed that the individual no longer wishes to serve on said board/committee.

3. Vacancies created by individuals who resign prior to the expiration of their term will be viewed as new appointments and the procedure outlined in item 1 above will be followed. All resignations must be submitted in writing to the Board of County Commissioners. Remaining terms, caused by vacancies will not apply toward the individual's total allowable service term but instead, their terms will begin on January 1st.

4. All applications received prior to the established deadline will be forwarded to the Board of County Commissioners for consideration. Applications received after the established deadline will not be considered. All appointees must be residents and registered voters prior to the time the appointment is made except in case of compliance with Florida Statute or other applicable laws, or where exception is adopted by the Board of County Commissioners within Resolution or Ordinance creating the board/committee membership.

5. Appointment of County board/committee members shall be by a majority of a quorum of the Board of County Commissioners present at the meeting on which such action is taken. The Board of County Commissioners shall consider all persons for whom qualified applications are received prior to the established deadline. This procedure of appointment will be followed for all County boards/committees except where laws or Florida Statutes deem otherwise.

6. After the appointment is made, all individuals who submitted applications will receive notification advising whether or not they were selected for the particular position for which they indicated an interest.

7. Alternate County board/committee members, where alternate membership slots are provided, shall be appointed in the same manner as set forth in item 5 above.

8. All individuals who were serving that were not reappointed or chose to resign, will receive a Certificate of Appreciation for their service to the County.

9. Appointed individuals, both full members and alternates, may serve not more than two consecutive terms. The terms will begin with the last appointment date for each individual. Alternate members transferred to full members will have their terms begin as new terms on January 1st.

10. All members appointed by the Board to serve on various boards/committees are expected to attend each and every meeting of the board/committee. If a member is absent from three or more meetings of the board/committee and these absences are unexcused, the remaining members of the board/committee shall recommend the Board of County Commissioners consider removal of such member. The Board of County Commissioners Chairman will send a letter to the individual notifying them of the removal, after approval of such action through the Consent Agenda.

11. In making appointments to the Planning and Zoning Commission, the Board of County Commissioners will consider:

    a. This Commission shall consist of seven members. Five (5) members shall be appointed at the discretion of each County Commissioner and two (2) alternate members shall be appointed by the Board of County Commissioners as a whole.

    b. Diversity in type of education, training, expertise areas, past and/or current professions, and professional memberships in related areas.

    Qualifications will be outlined pursuant to the items above in a report prepared by the Planning staff for review by the Board of County Commissioners prior to appointment.

Attendance records are required to be maintained by the Department responsible for the board/committee, or in the event no department is responsible for the board/committee, by the Chairman of the board/committee for both full and alternate members. These attendance reports are to be available upon request.

The members referred to are full member positions. Alternate members are not required to attend every meeting. However, alternates that are called to attend meetings and do not attend three meetings for which they are called, can be considered for removal under the same terms as full members.

Replaces:	Policy No. 01-34; 85-6
Reference:	April 22, 1991
Adopted:	September 1, 1991
Amended:	February 6, 1996
Amended:	March 4, 2003
Amended:	May 25, 2004
Amended:	August 25, 2020

BOARD OF COUNTY COMMISSIONERS

15470 FLIGHT PATH DRIVE • BROOKSVILLE, FLORIDA 34604
P 352.754.4002 • F 352.754.4477 • W www.HernandoCounty.us

September 9, 2025

Ms. Deanna Passarelli
26641 Mondon Hill Road
Brooksville, FL 34601

Dear Ms. Passarelli,

I am pleased to advise you that at the Hernando County Board of County Commissioners' meeting held today, the Board appointed you to serve as a regular member on the Hernando County Fine Arts Council, effective until December 31, 2029. Enclosed is your Certificate of Appointment.

Members are subject to Florida's Government in the Sunshine Law, s. 286.011, F.S., commonly referred to as the Sunshine Law. The Sunshine Law provides a right of access to governmental proceedings of public boards or commissions at both the state and local levels. The law is equally applicable to elected and appointed boards and applies to any gathering of two or more members of the same board to discuss some matter which will foreseeably come before that board for action. Members-elect to such boards or commissions are also subject to the Sunshine Law, even though they have not yet taken office.

There are three basic requirements of s. 286.011, F.S.:

(1) meetings of public boards or commissions must be open to the public;
(2) reasonable notice of such meetings must be given; and
(3) minutes of the meetings must be taken and promptly recorded.

For a free digital copy of the Sunshine Manual, please visit www.myfloridalegal.com/sun.nsf/sunmanual. If you ever have any specific questions or concerns, please feel free to contact the Hernando County Attorney's Office at (352) 754-4122.

Should you have any questions regarding your membership on the Fine Arts Council, please contact this office at (352) 754-4002.

On behalf of the Board of County Commissioners, I would like to thank you for your desire to be of service to Hernando County. We appreciate your time and effort.

Sincerely,

Brian Hawkins, Chairman
Board of County Commissioners
Hernando County, Florida

Enclosure

2103

Certificate of Appointment

presented to

Deanna Passarelli

In recognition of your reappointment
to the
Hernando County Fine Arts Council

In Witness Whereof, the undersigned have affixed the seal
of Hernando County, Florida, this 9th day of September 2025

Chairman

Heidi Prause, Deputy Clerk
Clerk of Circuit Court

BOARD OF COUNTY COMMISSIONERS

15470 FLIGHT PATH DRIVE ◆ BROOKSVILLE, FLORIDA 34604
P 352.754.4002 ◆ F 352.754.4477 ◆ W www.HernandoCounty.us

September 9, 2025

Mr. Isaiah Haddon
10298 Hemlock Street
Spring Hill, FL 34608

Dear Mr. Haddon:

The Hernando County Board of County Commissioners, at their meeting on September 9, 2025, unanimously approved your removal from the Fine Arts Council citing lack of attendance as justification for removal.

Please accept the enclosed Certificate of Appreciation as a token of the Board's gratitude. Although we regret having to declare the seat vacant, we understand that there may be situations beyond your control preventing you from actively participating as a member of the Fine Arts Council.

Yours truly,

Brian Hawkins, Chairman
Board of County Commissioners
Hernando County, Florida

2105

Certificate of Appreciation

presented to

Isaiah Haddon

for your dedicated service as a member
on the
Hernando County Fine Arts Council

In Witness Whereof, the undersigned have affixed the seal
of Hernando County, Florida, this 9th day of September 2025

Chairman

Heidi Prause, Deputy Clerk

Clerk of Circuit Court

BOARD OF COUNTY COMMISSIONERS

15470 FLIGHT PATH DRIVE • BROOKSVILLE, FLORIDA 34604
P 352.754.4002 • F 352.754.4477 • W www.HernandoCounty.us

September 9, 2025

Ms. Maxine Winer
1142 West Jefferson Street
Brooksville, FL 34601

Dear Ms. Winer:

The Hernando County Board of County Commissioners appreciate your service on the Hernando County Fine Arts Council and wish to take this opportunity to thank you for your dedicated service to the citizens of Hernando County since October 2022.

Your dedication and contributions made during your tenure are truly appreciated. Please accept the enclosed Certificate of Appreciation as a token of the Board's gratitude. Again, thank you for your service.

Yours truly,

Brian Hawkins, Chairman
Board of County Commissioners
Hernando County, Florida

2107

Certificate of Appreciation

presented to

Maxine Winer

for your dedicated service as a member
on the
Hernando County Fine Arts Council

In Witness Whereof, the undersigned have affixed the seal
of Hernando County, Florida, this 9th day of September 2025

Chairman

Heidi Prause, Deputy Clerk
Clerk of Circuit Court

Board of County Commissioners

AGENDA ITEM

Meeting: 09/09/2025
Department: Administration
Prepared By: Colleen Conko
Initiator: Jeffrey Rogers
DOC ID: 16076
Legal Request Number:
Bid/Contract Number:

TITLE
Update Regarding Ongoing Board Directives

BRIEF OVERVIEW
County Administrator Jeff Rogers will review the attached list of BOCC ongoing directives for the Boards information.

FINANCIAL IMPACT
NA

LEGAL NOTE
NA

RECOMMENDATION
For informational purposes only; no action is required.

REVIEW PROCESS

Heidi Prouse	Approved	09/03/2025 4:46 PM
Toni Brady	Approved	09/03/2025 7:36 PM
Jeffrey Rogers	Approved	09/03/2025 10:41 PM
Colleen Conko	Approved	09/04/2025 7:55 AM

ONGOING BOCC DIRECTIVES

Priority	BOARD DATE	ONGOING ISSUES	RESPONSIBLE PARTY	ANTICIPATED COMPLETION DATE	COMMENTS
1	6/14/2022	South Brooksville Community Redevelopment Agency	Veda Ramirez	TBD	Finding of Necessity completed. Steering Committee for Community Redevelopment Area (CRA) established. CRA plan being created.
2	12/13/2022	Buffer Requirements	Omar DePablo	TBD	Staff to create Buffer Design Guidelines to be referenced in the code, including ensuring majestic trees are protected and buffer to be started early in construction. Consultant working on policy updates.
3	12/13/2022	Ordinance on Required Plantings	Omar DePablo	TBD	Staff to review the code, ensuring majestic trees are protected and enforcement when not. Hiring a Consultant to assist in updating language for BOCC review. Consultant is working on the policy updates.
4	6/22/2021	Tiny Homes / Accessorily Dwelling Unit / Secondary Buildings for Larger Lots	Omar DePablo	TBD	Workshop completed. Staff is updating the land development code for Tiny Homes Communities. Hiring a Consultant to assist in updating language for BOCC review. Consultant is working on policy updates.
5	12/13/2022	Subdivision Layouts	Omar DePablo	TBD	Staff to review the code to determine sufficient and combination of lots sizes, garages, and parking within subdivisions. Staff has begun to meet with developers as projects are submitted. Staff has begun to implement, through the Planned Development Project (PDP) process, subdivision standards in anticipation to Code Ordinance change.
6	8/23/2022	Homeless Resources and Projects	Veda Ramirez	Ongoing	Monthly meetings with community partners to address homeless needs, training, funding, initiatives ongoing. Updated Resource Card. Tenant-Based Rental assistance for Homeless.
7	12/13/2022	Architectural Design Requirements	Omar DePablo	TBD	Staff to review the code, to determine architectural standards as it relates to commercial developments, if necessary. Staff has begun to implement through the PDP process. Consultant drafting language
8	8/23/2022	Twin Lakes Historic Designation	Veda Ramirez	TBD	Direction signs completed for Twin Lake Cemetery and area. Twin Lake historic designation to be addressed in the Comprehensive Plan during the Planning Evaluation and Appraisal report. Community advocate not seeking Historic Marker from the State at this time due to cost. Informing contact of possible funding opportunity.
9	6/23/2020	Addition of Statue Memorializing Local African American Significance	Jeff Rogers	TBD	The Community has formed a committee, awaiting decision from the Community on the addition of a statue.

ONGOING BOCC DIRECTIVES

10	12/17/2024	Sidewalk Policy	Scott Herring	TBD	Review of Policy to consider removal of requiring sidewalk on FDOT Roads, and not requiring sidewalks to be built in Rural areas of the County.
11	5/27/2025	Ridge Manor	Scott Herring	TBD	Right of Entry in property for Dam. Review of properties for purchase to provide flood relief. Meeting with Southwest Florida Water Management District (SWFWMD) scheduled to include public works, and planning to discuss potential options
12	5/13/2025	Chicken Ordinance	Omar DePablo	TBD	Bring policy back to BOCC to allow chickens based on amount of residential land.

Docusign Envelope ID: A391409C-C3A9-43C6-B4E7-345AA74AD478

PURCHASE ORDER AGREEMENT

This Agreement is entered into between Lutheran Services Florida, Inc., d/b/a LSF Health Systems (a Florida non-profit corporation), hereinafter referred to as the "LSF" and/or the "Managing Entity" and **Hernando County Board of County Commissioners** herein after referred to as the "Contractor." The Contractor and LSF may be referred to herein individually as a "party" or collectively as "the parties." LSF and the Contractor agrees as follows:

Effective and Ending Dates. The terms of this Agreement shall be effective July 1, 2025, and shall continue through June 30, 2026.

This document provides direction and guidance for administration, implementation, and management of the **Florida Opioid Allocation and Statewide Response Agreement (Opioid Settlement) – Non-Qualified County (NQC) Funds** in the following County(ies): **Hernando**.

Services to be Provided. This scope of work is for the Contractor to provide **a community resource hub and a Mobile Integrated Healthcare Community Paramedicine (MIH-CP) Program.**

The Contractor is seeking to continue the two positions of Mental Health Substance Abuse Data Analyst and Resource Coordinator. These position with continue to serve all of Hernando County and cover all new and old services of the county. The scope of work is to serve as the quality control and hub for dissemination of information regarding opioid funding and resources.

Hernando County Fire Rescue will continue its MIH-CP program. The contractor hired an Emergency Medical Services (EMS) Supervisor/MIH-CP Coordinator to implement and oversee the MIH-CP Program. The coordinator will manage the Coordinated Opioid Recovery (CORE) Network which resulted in the hiring of two dedicated Community Paramedics. This funding will pay for the three mentioned employee's salaries, as well as the operational costs associated with running the program.

Section 1. Financial Consideration

1.1. Award Amount

Hernando County Board of County Commissioners has been awarded an amount not to exceed **LSF approved Exhibit C and D - Projected Operating and Capital Budget**, *per county, if multiple counties are listed*, for costs associated with administration of the services at its agency. Funding will be provided through OCA MSONQ - ME Opioid TF Non-Qualified Counties. This award is subject to availability of funds from the Department of Children and Families (DCF).

1.2. Budget

1.2.1 The Contractor shall submit a detailed, line-item budget to LSF identifying for each line the allowable items for the program, the projected or budgeted amount for each line item and narrative supporting the reasonableness and necessity of any unusual items.

1.2.1.1 Submissions must be separated by the counties listed in this Agreement, if multiple counties are listed.

Docusign Envelope ID: A391409C-C3A9-43C6-B4E7-345AA74AD478

1.2.2 All budgets and revisions thereto are subject to approval by LSF.

1.2.3 The Contractor may revise a budget by submitting same to the assigned Network Manager via electronic mail for approval.

1.2.4 Approved budgets shall be maintained in the official agreement file.

1.2.5 Modifications to the approved budget may not be effective retroactively.

1.3. Payment

This award shall be paid using a fixed rate methodology, subject to the availability of funds. The Contractor shall comply with the terms of such methodology, including quarterly fiscal reconciliation reports data reporting, as outlined below.

1.3.1 The total monthly payment amount shall be an equal proportion of the approved budget amount according to the agreement period and shall be included as a line item in the Contractor's Invoice with the following documentation provided as support.

1.3.1.1 The Contractor shall submit the **Exhibit O - Expenditure Reconciliation Report** using the form designated by LSF Health Systems, available on the website: https://www.lsfhealthsystems.org/resources/#contractdocument, which will outline expenses incurred by the Contractor. This report shall be submitted on or before the 8th of the month following the end of each quarter. The Managing Entity reserves the right to request monthly **Exhibit O - Expenditure Reconciliation reports,** depending on the Contractor's rate of spending, to perform an invoice reconciliation at any point within the fiscal year.

a. Submissions must be separated by the counties listed in this Agreement, if multiple counties are listed.

1.3.1.2 All funds paid under the fixed rate methodology must be accounted for through this reconciliation process and any funding not accounted for is subject to repayment to LSF Health Systems.

1.3.1.3 LSF Health Systems reserves the right to request substantiating documentation to support the line items submitted by the Contractor in the **Exhibit O - Expenditure Reconciliation Report**.

1.3.1.4 All reports as required in Section 2.3 Required Reporting.

1.3.2 Reimbursement shall be made for actual, allowable expenditures within the limits of the latest version of the approved budget at the time that the invoice is processed.

1.3.3 The Contractor agrees that it will account for all payments from LSF according to generally accepted standard accounting principles.

Section 2. Program Administration

2.1. The Opioid Settlement program will be administered according to approved DCF Children and Families Operating Procedure (CFOP) for the Opioid Settlement and any other approved DCF document

reflecting the program requirements, or latest version thereof, which can be found at following link using the applicable fiscal year: https://www.myflfamilies.com/services/substance-abuse-and-mental-health/samh-providers/managing-entities.

2.2. Program requirements are as follows:

2.2.1 As reflected on the approved Schedule B of the Florida Opioid Allocation and Statewide Response Agreement, or latest version thereof.

2.2.2 As reflected on the approved DCF CFOP for the Opioid Settlement and any other approved DCF document reflecting the program requirements, or latest version thereof, which can be found at following link using the applicable fiscal year: https://www.myflfamilies.com/services/substance-abuse-and-mental-health/samh-providers/managing-entities.

2.2.3 Service Tasks

2.2.3.1 The Contractor shall perform all tasks reflected on the **LSF approved Exhibit G – Submission of Information**.

a. Submissions must be separated by the counties listed in this Agreement, if multiple counties are listed.

2.3. Required Reporting

2.3.1 **Expenditure Reconciliation Report:** This report shall be submitted on or before the 8th of the month following the end of each quarter. However, the Managing Entity reserves the right to request monthly Expenditure Reconciliation Reports, depending on the Contractor's rate of spending, to perform an invoice reconciliation at any point within the fiscal year.

2.3.1.1 Submissions must be separated by the counties listed in this Agreement, if multiple counties are listed.

2.3.2 The Contractor shall submit service data to LSF as required by LSF and DCF and shall submit the data electronically by the 8th of each month for the previous month's services, as specified by LSF and DCF and in accordance with the DCF Data System Guidelines.

2.3.2.1 Submissions must be separated by the counties listed in this Agreement, if multiple counties are listed.

2.3.3 Ad Hoc and additional reporting, at any frequency, may be required as determined necessary by LSF Health Systems or the Department of Children and Families.

2.3.3.1 Submissions must be separated by the counties listed in this Agreement, if multiple counties are listed.

2.3.4 Receipt of Opioid Settlement funds is an express acknowledgement of the obligation to report data on services funded by the Settlement. Recipients shall provide data to the Department of Children and Families (Department) through the Opioid Data Management System (ODMS) as

prescribed by the Department. Opioid Settlement funding is contingent upon satisfactory data reporting.

2.3.4.1 Submissions must be separated by the counties listed in this Agreement, if multiple counties are listed.

Section 3. Documentation

3.1. Cost

3.1.1 Professional Services Rendered: Invoices for professional services must include a general statement of the services provided, the time period covered by the invoice, the hourly rate, the number of hours worked, and the total payment required. Evidence of payment of the invoice must also be included.

3.1.2 Postage and Reproduction Expenses: Outside Contractor's purchases must include invoices with evidence of payments made or receipts with itemization. In-house postage and reproduction must be supported by usage logs or similar reports.

Travel: Travel reimbursements shall be made in accordance with the Department's CFOP 40-1, § 287.058(1)(b), Fla. Stat. and §112.061, Fla. Stat. Receipts for direct expenses (e.g., airfare, car rental, parking, tolls) shall be provided in support of such expenses. For mileage reimbursements, submissions shall include date(s) of travel, amount of mileage (support of mileage may include either map routes or odometer readings), purpose of travel, origin, and destination.

3.1.3 General Expenses not otherwise specified: Receipts or invoices with evidence of payment should be provided.

3.2. Services Rendered

3.2.1. The submission of service data in relation to the final invoice for payment shall be submitted to the Managing Entity no more than forty-five (45) days after the agreement ends or is terminated. If the Contractor fails to do so, all rights to payment are forfeited and the Managing Entity shall not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this agreement may be withheld until performance of services and all reports due from the Contractor, and necessary adjustments thereto, have been approved by the Managing Entity.

3.2.2. Appropriate documentation shall be maintained in accordance with the applicable parameters established by statute, regulation, and code. Audit documentation shall be in accordance with 65E-14.021, F.A.C. The Contractor shall make such information available to LSF upon request and during monitoring of the program administration.

3.2.2.1. Staff timecards and a log of the date, time, number of participants, and the staff member conducting the class shall be the substantiating documentation for services and invoice back-up data.

3.2.3. The Contractor shall notify the Managing Entity's Network Manager, in writing, at least ten (10) calendar days prior to any changes in services and/or locations where services are being provided. Changes must continue to meet the service needs of consumers without excessive time and travel requirements.

Docusign Envelope ID: A391409C-C3A9-43C6-B4E7-345AA74AD478

Section 4. Miscellaneous

4.1. Employment Screening

4.1.1. For non-Emergency Medical Services (EMS): The Contractor shall ensure that all staff utilized by the Contractor and its subcontractors, and funded through this agreement as reflected in Sections 1.1 and 1.2, are of good moral character and meet the Level 2 Employment screening standards specified in § 394.4572, 397.4073, 408.809, 435.04, 110.1127 and §39.001(2), Fla. Stat., as a condition of initial and continued employment that shall include, but not be limited to:

i. Employment history check,

ii. Fingerprinting for all criminal record checks,

iii. Statewide criminal and juvenile delinquency records checks through the Florida Department of Law Enforcement (FDLE),

iv. Federal criminal records check from the Federal Bureau of Investigations via the FDLE, and

v. Security background investigation, which may include local criminal records checks through local law enforcement agencies.

vi. Attestation by each employee, subject to penalty, to meeting the requirements for qualifying for employment pursuant to chapter 435 and agreeing to inform the employer immediately if arrested for any of the disqualifying offenses while employed by the employer.

The Contractor shall sign the Florida Department of Children and Families Employment Screening Affidavit each State fiscal year (no two such affidavits shall be signed more than 13 months apart) for the term of the Agreement stating that all required staff have been screened or the Contractor is awaiting the results of the screening.

Additional guidance regarding background screening is incorporated herein by reference and may be located at: www.dcf.state.fl.us/programs/backgroundscreening/.

4.1.2. For Emergency Medical Services (EMS): The Contractor shall ensure that all staff utilized by the Contractor and its subcontractors are of good moral character and meet the DCF approved Employment screening standards, as a condition of initial and continued employment that shall include, but not be limited to:

i. Attestation by each employee, subject to penalty, to meeting the requirements for qualifying for employment pursuant to chapter 435 and agreeing to inform the employer immediately if arrested for any of the disqualifying offenses while employed by the employer.

4.1.i.1. The Contractor shall present documentation showing successful background screening, upon request.

Docusign Envelope ID: A391409C-C3A9-43C6-B4E7-345AA74AD478

4.2. Representations

4.2.1. The Contractor shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement and all work performed pursuant to this Agreement shall be done in a professional manner.

4.2.2. The Contractor hereby represents to LSF, with full knowledge that LSF is relying upon these representations when entering into this Agreement that the Contractor has the professional expertise, experience, and manpower, as well as holds the necessary certifications and licenses required to perform the services to be provided by the Contractor pursuant to the terms of this Agreement.

4.2.3. Prior to commencing to provide any services pursuant to this Agreement, Contractor shall provide copies of any and all business or professional licenses and certifications held by Contractor to LSF related to the performance of the services required by this Agreement, and they shall be incorporated and made a specific part of this Agreement, whether or not attached hereto. Upon renewal of such licenses or certifications during the term of this Agreement, Contractor shall provide evidence of such renewal or re-issuance to LSF.

4.3. Terms and Conditions

4.3.1. Any changes to dates and fees must be submitted and approved by LSF. If circumstances arise that will require additional services and time, the Contractor will notify LSF and obtain written agreement prior to undertaking such activities. The Contractor shall perform all services, tasks and provide deliverables, including the quarterly reconciliation, and reports, as specified in this agreement.

4.4. Health Insurance Portability and Accountability Act

4.4.1. The Contractor shall, where applicable, comply with the Health Insurance Portability and Accountability Act (42 U.S.C. 1320d.) as well as all regulations promulgated thereunder (45 CFR Parts 160, 162, and 164). In compliance with 45 CFR § 164.504(e), the Contractor shall comply with the provisions of Attachment IV to this agreement, governing the safeguarding, use and disclosure of Protected Health Information created, received, maintained, or transmitted by the Contractor or its subcontractors incidental to the Contractor's performance of this agreement.

4.4.2. Business Associates

4.4.2.1. Portability and Accountability Act of 1996, and Standards for the Privacy and Security of Individually Identifiable Health Information, found at 45 C.F.R. Parts 160, 162 and 164, 42 C.F.R. and as amended by the Health Information Technology for Economic and Clinical Health Act, (collectively, "HIPAA"), LSF is required to protect certain individually identifiable health or other information ("Protected Health Information" or "PHI" including, but not limited to, PHI in an electronic form). Should LSF request that the Contractor share or disclose Client PHI with any of the other LSF designated business associates, LSF shall provide the Contractor with written direction indicating the name of the entity, confirmation that such entity is a business associate with a written business associate agreement with LSF and the specific information and/or data LSF desires the Contractor to disclose to or share with such other business associate and the Parties agree to execute any such additional agreements as necessary to complete such activities. For

purposes of this Agreement, "Client" shall mean: any individual that is eligible to receive behavioral health services in accordance with DCF eligibility policies in the Service Area.

4.5. Insurance

4.5.1. As applicable, the Contractor shall maintain continuous adequate liability insurance coverage during the existence of this Agreement and any renewal(s) and extension(s) thereof. With the exception of a State agency or subdivision as defined by subsection 768.28(2), F.S., by execution of this Agreement, the Contractor accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Contractor and the persons served to be served under this Agreement. The Managing Entity and its Network Service Contractors at all tiers are not covered by the State of Florida Risk Management Trust Fund for liability created by s. 284.30, F.S.

4.5.2. The Contractor acknowledges that, as an independent contractor, the Contractor, and its subcontractors, at all tiers are not covered by the State of Florida Risk Management Trust Fund for liability created by s. 284.30, F.S.

4.5.3. Upon the execution of this Agreement, the Contractor shall furnish the Managing Entity written verification supporting both the determination and existence of such insurance coverage and shall furnish verification of renewal or replacement thereof prior to the expiration or cancellation. The Managing Entity reserves the right to require additional insurance as specified in this Agreement.

4.5.4. The Contractor shall notify the Managing Entity within 30 calendar days if there is a modification to the terms of insurance including but not limited to, cancellation or modification to policy limits.

4.5.5. The Contractor shall obtain and provide proof to the Managing Entity and the Department of Comprehensive General Liability Insurance (broad form coverage), specifically including premises, fire, and legal liability to cover the Contractor and all its employees. The limits of the Contractor’s coverage shall be no less than $300,000 per occurrence with a minimal annual aggregate of no less than $1,000,000.

4.5.6. If in the course of the performance of its duties under this Agreement any officer, employee, or agent of the Contractor operates a motor vehicle, the Managing Entity shall cause the Contractor, at all tiers, to obtain and provide proof to the ME and the Department of comprehensive automobile liability insurance coverage with limits no less than $300,000 per occurrence with a minimal annual aggregate of no less than $1,000,000.

4.5.7. If in the course of the performance of the duties of any Contractor, at all tiers, any officer, employee, or agent of the Contractor, provides any professional services or provides or administers any prescription drug or medication or controlled substance, the ME shall cause the Contractor, at all tiers, to obtain and provide proof to the ME and the Department of professional liability insurance coverage, including medical malpractice liability and errors and omissions coverage, to cover all employees and shall not exclude claims resulting from physical and sexual abuse. The limits of the coverage shall be no less than $300,000 per occurrence with a minimal annual aggregate of no less than $1,000,000.

4.5.8. The Managing Entity and the Department of Children and Families shall be exempt from, and in no way liable for, any sums of money that may represent a deductible or self-insured retention under any such insurance. The payment of any deductible on any policy shall be the sole responsibility of the Contractor purchasing the insurance.

Docusign Envelope ID: A391409C-C3A9-43C6-B4E7-345AA74AD478

4.5.9. All insurance policies, at all tiers, shall be provided by insurers licensed or eligible to do and that are doing business in the State of Florida. Each insurer must have a minimum rating of "A" by A. M. Best or an equivalent rating by a similar insurance rating firm and shall name the Managing Entity and the Department as an additional insured under the policy or policies. The Contractor shall use its best good faith efforts to cause the insurers issuing all such general, automobile, and professional liability insurance to use a policy form with additional insured provisions naming both DCF and the ME as additional insured or a form of additional insured endorsement acceptable to ME in the reasonable exercise of its judgment. The ME reserves the right to require additional insurance. The limits of coverage under each policy maintained by the Contractor do not limit the Contractor's liability and obligations under this agreement. Upon the ME's request, the Contractor shall furnish the ME with written verification supporting the existence of such insurance coverage.

4.5.10. All such insurance proposed by the Contractor shall be submitted to and confirmed by the assigned Primary Point of Contact no later than execution initially and thereafter, updates shall be provided annually which reflect no lapse in insurance coverage.

4.6. Indemnification

4.6.1. The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend and hold harmless LSF, State of Florida and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorney's fees, arising from or relating to any alleged act or omission by the Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages caused by the negligence act or omission of LSF.

4.6.2. The Contractor shall fully indemnify, defend and hold harmless LSF, the State, from any suits, actions, damages, and costs of every name and description, including attorney's fees, arising from or relating to violation of infringement of a trademark, copyright, patent, trade secret or intellectual property rights, provided, however, that the foregoing obligation shall not apply to LSF's misuse or modification of Contractor's products or LSF's operation or use of Contractor's products in a manner not contemplated by the agreement or the purchase order. If any product is the subject of an infringement suit or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for LSF the right to continue using the product or modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure LSF the use, LSF shall not be liable for any royalties. The Contractor's indemnification for violation or infringement of a trademark, copyright, patent, trade secret or intellectual property rights shall encompass all such items used or accessed by the Contractor, its officers, agents or subcontractors in the performance of this agreement or delivered to LSF for the use of LSF, its employees, agents, or contractors.

4.6.3. The Contractor shall protect, defend, and indemnify, including attorney's fees and costs, LSF for any and all claims and litigation (including litigation initiated by LSF) arising from or relating to Contractor's claim that a document contains proprietary or trade secret information that is exempt from disclosure or the scope of the Contractor's redaction.

4.6.4. LSF shall not be liable for any costs, expense, or compromise incurred or made by the Contractor in any legal action. The Contractor's inability to evaluate liability or its evaluation of liability shall not excuse its duty to defend and indemnify after receipt of notice. Only an adjudication or judgment after the highest appeal is exhausted finding LSF negligent shall excuse the Contractor

Docusign Envelope ID: A391409C-C3A9-43C6-B4E7-345AA74AD478

of performance under this provision, in which case LSF shall have no obligation to reimburse the Contractor for costs of its defense. If the Contractor is an agency or subdivision of the State, its obligation of indemnify, defend, and hold harmless LSF shall be to the extent permitted by section 768.28, F.S. or other applicable law, and without waiving the limits of sovereign immunity.

4.7. Governing Law and Compliance

4.7.1. Governing Law

4.7.1.1. The validity, enforceability, and interpretation of this Agreement shall be determined and governed by the laws of the State of Florida, as well as applicable federal laws. The Parties agree that jurisdiction for any dispute, action, claim or alternative dispute resolution proceeding regarding this Agreement shall reside in Duval County, Florida.

4.7.2. Florida Regulatory Governance

4.7.2.1. This Agreement, the attachments, and the performance thereof, are subject to the requirements and regulations promulgated by and specific verbiage required by DCF.

4.7.3. Corporate Compliance

4.7.3.1. During the term of this Agreement, each Party shall: (i) ensure that it is duly organized, validly existing and in good standing under the laws of Florida; (ii) maintain all requisite federal, state and local authority, permits and licenses necessary or appropriate to operate and to carry out its obligations under this Agreement; (iii) monitor its performance of administrative functions on an ongoing basis to ensure compliance with applicable DCF performance standards and guidelines; and (iv) notwithstanding any term or provision in this Agreement to the contrary, remain ultimately responsible for assuring that it is operating in accordance with all applicable federal, state and local laws, rules, regulations and ordinances.

4.7.4. General Provisions

4.7.4.1. Notwithstanding anything in this Agreement to the contrary, the Parties acknowledge and agree that each Party is subject to the Florida Public Records Act under the Florida Contract and under Chapter 119, Florida Statutes. Nonetheless, in the event that a Party becomes legally compelled to disclose any of the Confidential Proprietary Information (the "Compelled Party"), the Compelled Party will provide the other Party with prompt notice thereof so that the other Party may seek a protective order or other appropriate remedy. In the event that such protective order or other remedy is not obtained by the other Party, the Compelled Party will furnish or cause to be furnished only that minimum portion of the Confidential Proprietary Information which the Compelled Party is legally required to furnish.

4.7.4.2. Severability

The illegality, unenforceability, or ineffectiveness of any provision of this Agreement shall not affect the legality, enforceability, or effectiveness of any other provision of this Agreement. If any provision of this Agreement, or the application thereof shall, for any reason and to any extent, be deemed invalid or unenforceable, neither the remainder of this Agreement, nor the application of the provision to other persons,

Docusign Envelope ID: A391409C-C3A9-43C6-B4E7-345AA74AD478

entities, or circumstances, nor any other instrument referred to in this Agreement shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

4.9.5 Authority to Bind

By signature below, each signatory represents and warrants that such person is duly authorized to enter into this Agreement on the respective Party's behalf and is duly authorized to bind such Party to the terms applicable to each.

4.9.6 Typewritten or Handwritten Provisions

Typewritten or handwritten provisions that are inserted in this Agreement or attached to this Agreement as addenda or riders shall not be valid unless such provisions are initialed by both signatories to this Agreement.

4.9.7 Counterparts: Facsimile Execution and Captions

This Agreement may be executed and delivered: (a) in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument; and/or (b) by facsimile, in which case the instruments so executed and delivered shall be binding and effective for all purposes; and/or (c) by email communication to the parties identified in this agreement. The captions in this Agreement are for reference purposes only and shall not affect the meaning of terms and provisions herein.

4.9.8 Entire Agreement

This Agreement, including any documents incorporated by reference hereto, contains all the terms and conditions agreed upon by the parties regarding the subject matter of this Agreement. Any prior agreements, promises, negotiations or representations of or between the Parties, either oral or written, relating to the subject matter of this Agreement, which are not expressly set forth in this Agreement are null and void and of no further force or effect.

4.9.9 Cancelation of Agreement

This Agreement may be terminated by either party at any time, regardless of reason, with thirty (30) days written notice. No termination shall prejudice the Contractor's rights to payments for services properly completed prior to the effective date of termination. LSF reserves the right to unilaterally cancel this Agreement immediately upon discovery of fraud or misuse of public funds.

The parties' authorized representatives have executed this **sixteen**-page Agreement to be effective this 1st day of July 2025.

Docusign Envelope ID: A391409C-C3A9-43C6-B4E7-345AA74AD478

Hernando County Board of County Commissioners	Lutheran Services Florida, Inc. d/b/a LSF Health Systems
9-9-2025	Signed by: Dr. Christine Cauffield 2B9C4E3BA9EF462... 9/24/2025
Signature Date	Signature Date
Brian Hawkins, Chairman	Dr. Christine Cauffield CEO
Printed Name Title	Printed Name Title

The parties agree that any future amendment(s) replacing this page will not affect the above execution.

Federal Tax ID # (or SSN): **59-1155275**

Contractor FY Ending Date: **9/30**

Approved as to form and legal sufficiency
By: Michael Cowan
County Attorney's Office

Docusign Envelope ID: A391409C-C3A9-43C6-B4E7-345AA74AD478

ATTACHMENT IV

This Attachment contains the terms and conditions governing the Network Service Provider's access to and use of Protected Health Information and provides the permissible uses and disclosures of protected health information by the Provider, also called "Business Associate."

Section 1. Definitions

1.1 Catch-all definitions:

The following terms used in this Attachment shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

1.2 Specific definitions:

1.2.1 "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and for purposes of this Attachment shall specifically refer to the Network Service Provider.

1.2.2 "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and for purposes of this Attachment shall refer to the Managing Entity and/or the Department.

1.2.3. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

1.2.4. "Subcontractor" shall generally have the same meaning as the term "subcontractor" at 45 CFR 160.103 and is defined as an individual to whom a business associate delegates a function, activity or service, other than in the capacity of a member of the workforce of such business associate.

Section 2. Obligations and Activities of Business Associate

2.1 Business Associate agrees to:

2.1.1 Not use or disclose protected health information other than as permitted or required by this Attachment or as required by law;

2.1.2 Use appropriate administrative safeguards as set forth at 45 CRF164.308, physical safeguards as set forth at 45 CRF164.310, and technical safeguards as set forth at 45 CFR 164.312; including, policies and procedures regarding the protection of PHI and/or ePHI set forth at 45 CRF 164.316 and the provisions of training on such policies and procedures to applicable employees, independent contractors and volunteers, that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI and/or ePHI that the Network Service Provider creates, receives, maintains or transmits on behalf of the Managing Entity and/or the Department;

2.1.3 Acknowledge that (a) the foregoing safeguards, policies and procedures requirements shall apply to the Business Associate in the same manner that such requirements apply to the Managing Entity and/or the Department, and (b) the Business Associates and their Subcontractors are directly liable under the

Docusign Envelope ID: A391409C-C3A9-43C6-B4E7-345AA74AD478

civil and criminal enforcement provisions set forth at Section 13404 of the HITECH Act and 45 CRF 164.500 and 164.502(E) of the Privacy Rule (42 U.S.C. 1320d-5 and 1320d-6), as amended, for failure to comply with the safeguards, policies and procedures requirements and any guidance issued by the Secretary of Health and Human Services with respect to such requirements;

2.1.4 Report to covered entity any use or disclosure of protected health information not provided for by this Attachment of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;

2.1.5 Notify the Managing Entity's Network Manager as soon as possible, but no later than five (5) business days following the determination of any breach or potential breach of personal and confidential departmental data;

2.1.6 Notify the Managing Entity's Network Manager within (24) hours of notification by the US Department of Health and Human Services of any investigations, compliance reviews or inquiries by the US Department of Health and Human Services concerning violations of HIPAA (Privacy, Security Breach).

2.1.7 Provide any additional information requested by the Managing Entity and/or the Department for purposes of investigating and responding to a breach;

2.1.8 Provide at Business Associate's own cost notice to affected parties no later than 45 days following the determination of any potential breach of personal or confidential departmental data as provided in §817.5681, Fla. Stat.;

2.1.9 Implement at Business Associate's own cost measures deemed appropriate by the Managing Entity and/or the Department to avoid or mitigate potential injury to any person due to a breach or potential breach of personal and confidential departmental data;

2.1.10 Take immediate steps to limit or avoid the recurrence of any security breach and take any other action pertaining to such unauthorized access or disclosure required by applicable federal and state laws and regulations regardless of any actions taken by the Managing Entity or the Department ;

2.1.11 In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain or transmit protected health information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information. Business Associates must attain satisfactory assurance in the form of a written contract or other written agreement with their business associates or subcontractors that meets the applicable requirements of 45 CFR 164.504(e)(2) that the Business Associate or Subcontractor will appropriately safeguard the information. For prior contracts or other arrangements, the provider shall provide written certification that its implementation complies with the terms of 45 CFR 164.532(d);

2.1.12 Make available protected health information in a designated record set to covered entity as necessary to satisfy covered entity's obligations under 45 CFR 164.524;

2.1.13 Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy covered entity's obligations under 45 CFR 164.526;

2.1.14 Maintain and make available the information required to provide an accounting of disclosures to the covered entity as necessary to satisfy covered entity's obligations under 45 CFR 164.528;

Docusign Envelope ID: A391409C-C3A9-43C6-B4E7-345AA74AD478

2.1.15 To the extent the Business Associate is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s); and

2.1.16 Make its internal practices, books, and records available to the Secretary of the U.S. Department of Health and Human Services for purposes of determining compliance with the HIPAA Rules.

Section 3. Permitted Uses and Disclosures by Business Associate

3.1 The Business Associate may only use or disclose protected health information covered under this Attachment as listed below:

3.1.1 The Business Associate may use and disclose the Managing Entity's or Department's PHI and/or ePHI received or created by Business Associate (or its agents and subcontractors) in performing its obligations pursuant to this Attachment.

3.1.2 The Business Associate may use the Managing Entity's or Department's PHI and/or ePHI received or created by Business Associate (or its agents and subcontractors) for archival purposes.

3.1.3 The Business Associate may use PHI and/or ePHI created or received in its capacity as a Business Associate of the Managing Entity for the proper management and administration of the Business Associate, if such use is necessary (a) for the proper management and administration of Business Associate or (b) to carry out the legal responsibilities of Business Associate.

3.1.4 The Business Associate may disclose PHI and/or ePHI created or received in its capacity as a Business Associate of the Managing Entity for the proper management and administration of the Business Associate if (a) the disclosure is required by law or (b) the Business Associate (1) obtains reasonable assurances from the person to whom the PHI and/or ePHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person and (2) the person agrees to notify the Business Associate of any instances of which it becomes aware in which the confidentiality and security of the PHI and/or ePHI has been breached.

3.1.5 The Business Associate may aggregate the PHI and/or ePHI created or received pursuant this Attachment with the PHI and/or ePHI of other covered entities that Business Associate has in its possession through its capacity as a Business Associate of such covered entities for the purpose of providing the Managing Entity and/or the Department of Children and Families with data analyses relating to the health care operations of the Managing Entity or the Department (as defined in 45 C.F.R. §164.501).

3.1.6 The Business Associate may de-identify any and all PHI and/or ePHI received or created pursuant to this Attachment, provided that the de-identification process conforms to the requirements of 45 CRF 164.514(b).

3.1.7 Follow guidance in the HIPAA Rule regarding marketing, fundraising and research located at Sections 45 CRF 164.501, 45 CRF 164.508 and 45 CRF 164.514.

Docusign Envelope ID: A391409C-C3A9-43C6-B4E7-345AA74AD478

Section 4. Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

4.1 Covered entity shall notify Business Associate of any limitation in the notice of privacy practices of covered entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of protected health information.

4.2 Covered entity shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect Business Associate's use or disclosure of protected health information.

4.3 Covered entity shall notify Business Associate of any restriction on the use or disclosure of protected health information that covered entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of protected health information.

Section 5. Termination

5.1 Termination for Cause

5.1.1 Upon the Managing Entity's knowledge of a material breach by the Business Associate, the Managing Entity shall either:

5.1.1.1 Provide an opportunity for the Business Associate to cure the breach or end the violation and terminate the Agreement or discontinue access to PHI if the Business Associate does not cure the breach or end the violation within the time specified by the Managing Entity;

5.1.1.2 Immediately terminate this Agreement or discontinue access to PHI if the Business Associate has breached a material term of this Attachment and does not end the violation; or

5.1.1.3 If neither termination nor cure is feasible, the Managing Entity shall report the violation to the Department of Children and Families and the Secretary of the Department of Health and Human Services.

5.2 Obligations of Business Associate Upon Termination

5.2.1 Upon termination of this Attachment for any reason, Business Associate, with respect to protected health information received from covered entity, or created, maintained, or received by Business Associate on behalf of covered entity, shall:

5.2.1.1 Retain only that protected health information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

5.2.1.2 Return to covered entity, or other entity as specified by the Managing Entity or, if permission is granted by the Managing Entity, destroy the remaining protected health information that the Business Associate still maintains in any form;

5.2.1.3 Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other

Docusign Envelope ID: A391409C-C3A9-43C6-B4E7-345AA74AD478

than as provided for in this Section, for as long as Business Associate retains the protected health information;

5.2.1.4 Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at paragraphs 3.1.3 and 3.1.4 above under "Permitted Uses and Disclosures By Business Associate" which applied prior to termination; and

5.2.1.5 Return to covered entity, or other entity as specified by the Managing Entity or, if permission is granted by the Managing Entity, destroy the protected health information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

5.2.1.6 The obligations of Business Associate under this Section shall survive the termination of this Attachment.

Section 6. Miscellaneous

6.1 A regulatory reference in this Attachment to a section in the HIPAA Rules means the section as in effect or as amended.

6.2 The Parties agree to take such action as is necessary to amend this Attachment from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

6.3 Any ambiguity in this Attachment shall be interpreted to permit compliance with the HIPAA Rules.